



SUBSCRIPTION FLEET KEY & ROADSIDE CONTRACT

ENROLLMENT & REGISTRATION PAGE

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SUBSCRIPTION CONTRACT HOLDER INFORMATION		VEHICLE INFORMATION	CONTRACT #
BUSINESS NAME		VIN	
NAME (FIRST) (LAST)		YEAR	
ADDRESS		MAKE	
CITY/STATE/ZIP CODE		MODEL	
PHONE NUMBER		CURRENT ODOMETER	
EMAIL ADDRESS		Is this Vehicle equipped to pull a trailer? <input type="checkbox"/> YES <input type="checkbox"/> NO	
SUBSCRIPTION CONTRACT INFORMATION		TERM (MONTHLY AUTO RENEWAL)	
EFFECTIVE DATE		ENROLLMENT FEE	
BASE MONTHLY PAYMENT <small>(This amount does NOT include any taxes that are required by state law.)</small>		INITIAL PAYMENT <small>(Your Initial Payment is the Enrollment Fee + the 1st Month's Payment.)</small>	
MONTHLY FEE INFORMATION		MONTHLY PAYMENT	
IMPORTANT: YOUR MONTHLY PAYMENT WILL BE DUE ON THE <input type="text"/>		OF EACH MONTH. THE TOTAL YOU MUST PAY EACH MONTH IS <input type="text"/>	
Your payment will be processed on the last day of the month, if Your Due Date is on the 29th, 30th, or 31st and NOT available for a billing cycle.			
ENROLLMENT COMPANY INFORMATION			
ENROLLMENT COMPANY NAME			
PHONE NUMBER		EMAIL ADDRESS	

NOTICE TO CUSTOMER: The purchase of this **Monthly Subscription Fleet Key & Roadside Contract, hereinafter Contract**, is not required to obtain financing or to purchase a vehicle. This Contract is not an insurance policy, a Warranty, or a guarantee. This Contract does not cover the benefits provided under Seller Warranties required by state law. This Contract represents the entire agreement between You and Us. No person has the authority to change this Contract or to waive any of its provisions. No other written or oral statements apply to this Contract.

ACKNOWLEDGMENT AND AGREEMENT	INITIAL
OCCURRENCE LIMITS: I understand that there are Occurrence limits on each of the Covered Repairs/Services outlined in this Contract and that I must abide by these restrictions, in addition to all of the other terms, conditions, and exclusions listed herein. I understand I am solely responsible for any incurred expenses above the stated Occurrence limits listed throughout this Contract and in Section B., What Your Contract Covers and/or for any non-covered expenses.	
TRIAL PERIOD: I understand that I have a 7-day Trial Period. If I cancel my Contract in the first 7 days from the original Effective Date, I will receive 100% of the Enrollment Fee and first Monthly Payment, unless I have initiated/ filed a claim or used any inclusive Covered Repairs/Services. I also understand that if I cancel after day 7, I will not be refunded the Enrollment Fee. I understand that I can cancel this Contract after the 7-day Trial Period and up to 48 hours in advance of my next scheduled Monthly Payment, to waive further subscription charges. I will have coverage up until the final day of my last paid-in-full Term. I understand my rights stated throughout this Contract and in Section E., Cancellation.	
MONTHLY SUBSCRIPTION: I understand that this Contract was purchased as a Monthly Subscription and I am responsible for making the Monthly Payment shown above in order to be eligible for the Covered Repairs/Services outlined in this Contract. I understand that I may cancel this Contract at any time and the Administrator may cancel this Contract if I fail to make my Monthly Payment on the Due Date. I understand if the Administrator cancels my Contract, no refund will be due, no claims will be authorized, and my Contract will not be reinstated.	
DISCLOSURE OVERVIEW AND CONSENT	YES/NO
I understand that this Contract is a monthly auto renewal subscription, meaning my Contract renews on the same day every month and a Monthly Payment will automatically be deducted from the payment account I provided, until I cancel my subscription. The day of the month is based on the Effective Date of this Contract and is listed above.	<input type="checkbox"/> YES <input type="checkbox"/> NO
I understand that I can cancel my Contract anytime online at www.titanfleetprotection.com or by calling (844) 286-9226.	<input type="checkbox"/> YES <input type="checkbox"/> NO
I understand that there are Occurrence limits on each of the Covered Repairs/Services and a 7-day Trial Period from the original Effective Date for this Contract. All questions that I had regarding this Contract have been answered to my satisfaction. I understand and agree to abide by all terms and conditions herein.	<input type="checkbox"/> YES <input type="checkbox"/> NO
I understand the terms and conditions pertaining to the eligibility of this Contract, as they have been explained to me.	<input type="checkbox"/> YES <input type="checkbox"/> NO
I understand the Administrator may cancel my Contract, if any information I have provided herein is proven to be false or inaccurate.	<input type="checkbox"/> YES <input type="checkbox"/> NO

By providing my signature (verbally, electronically, or physically) below, I understand and agree to all of the terms and conditions described in this Contract. I understand that the purchase of this Contract is voluntary and not required for purchasing, leasing, or financing a vehicle. I understand that prior authorization must be obtained from the Administrator before receiving any Covered Repairs/Services.

CUSTOMER SIGNATURE <input type="checkbox"/> VERBAL <input type="checkbox"/> ELECTRONIC	DATE	REPRESENTATIVE SIGNATURE	DATE
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Emergency Roadside repairs/services by QUEST TOWING SERVICES, LLC, QUEST TOWING, INC. (AL and UT), collectively QUEST TOWING SERVICES
 All other repairs/services are administered by AXIOM PRODUCT ADMINISTRATION, 1 PROGRESS POINT PARKWAY, SUITE 101, O'FALLON, MO 63368
 For Assistance with Claims or to request Roadside Assistance, call: (844) 286-9226

A. DEFINITIONS

ADMINISTRATOR, WE, US, AND OUR: For Emergency Roadside repairs/services: Quest Towing Services. For all other repairs/services: Axiom Product Administration, 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 286-9226.

BASE MONTHLY PAYMENT: The amount You must pay each month. **This amount does NOT include any taxes that are required by state law.**

BREAKDOWN: The failure of any original or like replacement part to perform its intended function(s) due to defects, faulty workmanship in the manufacturing process, or abnormal wear and tear, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owner's Manual. **Breakdown does NOT include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.**

CONTRACT: This **Monthly Subscription Fleet Key & Roadside Contract**, which You have purchased for Your Vehicle. **All instances of "Contract" herein refer to Your Monthly Subscription Fleet Key & Roadside Contract.**

COST: The reasonable and customary charges for parts and labor necessary to perform Covered Repairs/Services. These charges shall not exceed the original manufacturer's suggested retail price for parts and/or Warranty labor allowances derived from the Alldata or Mitchell labor guide. Applicable taxes assessed to the Cost will be covered, according to the terms and conditions herein.

COVERED REPAIRS/SERVICES: The repairs and services covered by this Contract. The repairs/services and specific per Occurrence limits are stated in Section B., What Your Contract Covers, of this Contract. **You are responsible for any incurred expenses above the per Occurrence limits stated or for any non-covered expenses.**

CURRENT ODOMETER: Actual mileage that is registered on the odometer of Your Vehicle on the Contract Effective Date.

DUE DATE: The day in which Your Monthly Payment is due each month. This is based on the Effective Date of this Contract. **This date will not fluctuate, unless Your Due Date is on the 29th, 30th, or 31st and NOT available for a billing cycle. In that case, Your payment will be processed on the last day of the month.**

EFFECTIVE DATE: The date in which You enrolled in this Contract and Your coverage becomes effective. It is listed on the Registration Page in the Subscription Contract Information section.

ENROLLMENT COMPANY: The entity that enrolled You in this Contract.

ENROLLMENT FEE: The fee for enrollment and activation in this Contract.

GROSS VEHICLE WEIGHT RATING (GVWR): The maximum operating weight of a Vehicle as specified by the manufacturer, including the Vehicle's chassis, body, engine, engine fluids, fuel, accessories, driver, passengers, and cargo (payload), but excluding that of any trailers. This Contract utilizes 3 categories (Light Duty, Medium Duty, and Heavy Duty) to breakdown the 8 GVWR Class Guides that manufacturers use to label vehicles based on governmental guidelines. The breakdown is:

a. LIGHT DUTY which typically includes non-commercial/passenger vehicles, light trucks and full-size pickups, sport utility vehicles (SUVs), mini-vans, and full-size vans. **Light Duty includes any vehicle with 4 tires labeled Class 1 (GVWR of 6,000 lbs. or less) or Class 2 (GVWR of 6,001 – 10,000 lbs.).**

b. MEDIUM DUTY which covers a wide range of mid-size vehicles, including, but not limited to small and medium school/transit buses, delivery trucks, parcel trucks, refrigerated and box trucks, utility vehicles, motorhomes, ambulances, small dump trucks, flatbed and stake trucks, and landscape trucks. **Medium Duty includes any vehicle with 6 or more tires labeled Class 3 (GVWR 10,001 – 14,000 lbs.), Class 4 (GVWR 14,001 – 16,000 lbs.), Class 5 (GVWR 16,001 – 19,500 lbs.), or Class 6 (GVWR 19,501 – 26,000 lbs.).**

c. HEAVY DUTY which covers a wide range of heavy vehicles, including, but not limited to large delivery trucks, motor coaches, trash/recycling trucks, cement mixers, and all tractor trailer combinations including double trailers. **Heavy Duty includes any vehicle with 6 or more tires labeled Class 7 (GVWR 26,001 – 33,000 lbs.) or Class 8 (GVWR 33,001 lbs. and over).**

INITIAL PAYMENT: This includes the Enrollment Fee plus Your first Monthly Payment.

MONTHLY PAYMENT: The amount You must pay each month, in order to be eligible for the Covered Repairs/Services outlined in this Contract. Your Monthly Payment includes Your Base Monthly Payment and any taxes that are required by state law.

MONTHLY SUBSCRIPTION: This Contract is a monthly auto renewal term subscription. Coverage is for monthly increments starting from the Effective Date. A Monthly Payment will automatically be deducted on the same day each month from the payment account You provide. Payments will be deducted, until You cancel the subscription for the next billable month. Cancellation must be made at least 48 hours in advance of Your next scheduled Monthly Payment. See Section E., Cancellations, for full details pertaining to Your right to cancel and cancellation procedures.

OBLIGOR: Axiom Product Administration, 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 286-9226.

OCCURRENCE: The one time use of one Covered Repair/Service.

REPAIR FACILITY: A franchised automobile dealer or licensed repair facility. Repairs performed by any facility must receive authorization from Us, prior to beginning repairs. Our preferred repair locations are factory dealerships with certified trained technicians, followed by licensed independent repair facilities.

ROAD HAZARD: Debris on the road's surface such as rocks, trash, nails, glass, steel plates, etc., or road surface conditions such as, potholes, sinkholes, cracks etc., or curbs that result in damage to the covered tire.

SERVICE PROVIDER: An independent contractor that is hired to perform the Covered Repairs/Services provided to You under this Contract. We assume no liability for any consequential damage to Your Vehicle (including personal items left in Your Vehicle) or property resulting from the rendering of Covered Repairs/Services. Any claims for consequential damage must be filed against the Repair Facility.

TERM: Coverage under this Contract begins on the Effective Date and will be automatically renewed monthly, until You cancel the subscription.

TRIAL PERIOD: When You initially enroll for this Contract, You will receive coverage for the first 7 days from the original Effective Date completely risk free. If You decide to cancel during the Trial Period, You will receive a 100% refund, unless You have initiated/filed a claim or used any inclusive Covered Repairs/Services offered under this Contract.

VEHICLE: The covered Vehicle listed in the Vehicle Information section on the Registration Page.

WARRANTY: Any Warranty of the Original Equipment Manufacturer (OEM), state required Dealer Warranty, or a Repair Facility's guarantee.

YOU OR YOUR: The business and/or individual named as the Subscription Contract Holder on the Registration Page.

B. WHAT YOUR CONTRACT COVERS

- 1. KEY REPLACEMENT:** In the event Your key/fob that operates Your Vehicle becomes inoperable, lost, or stolen, We will reimburse You towards the replacement of an OEM (or like/kind/quality replacement) key/fob. This Covered Repair/Service is limited to a maximum of \$150 per Occurrence and 3 Occurrences per any 12 month period. **You must pay for Your replacement key/fob in full and then provide a paid-in-full receipt, plus a copy of the qualifying repair order showing completed work, for reimbursement consideration.** The replacement must occur at:
 - a. a Dealer or Dealer Group, if they have the ability to replace the key for Your make and model;
 - b. one of Our authorized partner locations; or
 - c. through Our contracted mobile key Service Provider network.
- 2. LOCK OUT ASSISTANCE:** We will arrange for a Service Provider to unlock Your Vehicle, if Your Vehicle's keys are lost, broken, accidentally locked in the Vehicle, or the Vehicle has a frozen lock. **The Cost of replacement keys are excluded as a part of this Covered Repair/Service; You are responsible for the Cost of the replacement keys, at the time of service (see item 1. above).** This Covered Repair/Service is limited to a maximum of \$150 per Occurrence and 3 Occurrences per any 12 month period.
- 3. RENTAL CAR OR ALTERNATIVE TRANSPORTATION REIMBURSEMENT:** In the event Your Vehicle incurs a Breakdown or Vehicle disablement and is kept overnight for repair, We will reimburse You for rental car or alternative transportation expenses. Such expenses shall be limited to a maximum of \$50 per day and \$250 per any 12 month period. Alternative transportation includes a taxi, car service, rideshare (such as Uber, Lyft, etc.), train fare, or bus fare. **You must pay for Your rental car/alternative transportation expenses in full and then provide a paid-in-full receipt, plus a copy of the qualifying repair order showing completed work, for reimbursement consideration. Reimbursement is NOT covered for shop scheduling or shop/part delays.**
- 4. TRIP INTERRUPTION:** In the event of a Breakdown or Vehicle disablement, We will reimburse You for motel/hotel lodging and restaurant expense incurred. Such expenses shall be limited to \$150 per day and \$450 per any 12 month period. **You must pay for Your motel/hotel**

lodging and restaurant expenses in full and then provide a paid-in-full receipt, plus a copy of the qualifying repair order showing completed work, for reimbursement consideration. Reimbursement is limited to downtime for repair and ends at the date of repair completion.

5. **TRACTOR & TRAILER TOWING:** If Your Vehicle has experienced a Breakdown or Vehicle disablement, We will arrange for a Service Provider to tow Your Vehicle to the nearest available Repair Facility, up to 50 miles or up to 2 hours port-to-port, depending on how the Service Provider charges. **If there are multiple Repair Facilities available within these parameters, the Service Provider will tow Your Vehicle to the Repair Facility of Your choosing.** If Your Vehicle is a tractor truck, the Service Provider will tow both the tractor and trailer (when applicable), in accordance with state law. **Towing does NOT include any trailer attached to any other vehicle type.** Towing expenses will be covered up to a maximum of \$200 per Occurrence for Light Duty Vehicles, \$300 per Occurrence for Medium Duty Vehicles, and \$500 per Occurrence for Heavy Duty Vehicles. (Please see Section A., Definitions, Gross Vehicle Weight Rating (GVWR) for full details). This Covered Repair/Service is limited to a maximum of 1 Occurrence per 60 days and 4 Occurrences per any 12 month period.
6. **WINCHING/VEHICLE EXTRACTION:** If Your Vehicle is stuck in a ditch, mud, or snow, but is accessible from a normally traveled roadway, a Service Provider will be dispatched to Your location and will winch Your Vehicle. Winching is limited to a 30-minute service call and expenses will be covered up to a maximum of \$150 per Occurrence. **Expenses beyond this will be billed to You and will NOT be reimbursed. If Your Vehicle is inoperable after extraction, it may be towed under the terms, conditions, and Occurrence limits of this Contract** (see item 5. above). This Covered Repair/Service is limited to a maximum of 1 Occurrence per 60 days and 4 Occurrences per any 12 month period.
7. **FLUID DELIVERY (oil, water, or fuel):** We will arrange for a Service Provider to deliver an emergency fluid supply for Your Vehicle. This Covered Repair/Service is limited to a maximum of \$150 per Occurrence and 2 Occurrences per any 12 month period **and excludes the Cost of fluids. You are responsible for the Cost of the emergency fluid supply, at the time of delivery.**
8. **JUMPSTART:** We will arrange for a Service Provider to boost or jumpstart the battery, if Your Vehicle will not crank due to a weak or "run-down" battery. This Covered Repair/Service is limited to a maximum of \$150 per Occurrence and 3 Occurrences per any 12 month period.
9. **BUMP START:** This service may be available for Your Vehicle, in lieu of a jumpstart. If available, this Covered Repair/Service is limited to a maximum of \$150 per Occurrence and 3 Occurrences per any 12 month period. **This service is NOT recommended for all makes and models. We will NOT be held responsible for any consequential damages that may result from the use of this service.**
10. **TIRE REPAIR:** When a roadside tire repair for a mounted tire is needed for Your Vehicle, We will arrange for a Service Provider to be dispatched to Your location to repair the tire. This Covered Repair/Service is limited to a maximum of \$100 per Occurrence and 2 Occurrences per any 12 month period. **This Covered Repair/Service is ONLY available for Your Vehicle and does NOT cover any trailer tires.**
11. **REPLACEMENT TIRE DELIVERY:** When a replacement tire is needed for Your Vehicle, We will arrange for a Service Provider to deliver a replacement tire to the disablement site. This Covered Repair/Service is limited to a maximum of \$150 per Occurrence and 2 Occurrences per any 12 month period. **Coverage does NOT include the Cost of the tire or its installation. This Covered Repair/Service is ONLY available for Your Vehicle and does NOT cover any trailer tires. This Covered Repair/Service may NOT be available in all regions.**
12. **FLAT/REPLACEMENT TIRE CHANGE:** We will arrange for a Service Provider to replace a flat tire with Your inflated spare or with a new replacement tire that has been delivered (see item 11. above). This Covered Repair/Service is limited to a maximum of \$150 per Occurrence and 2 Occurrences per any 12 month period. **This Covered Repair/Service is ONLY available for Your Vehicle and does NOT cover any trailer tires.**
13. **MOBILE MECHANIC SERVICE CALL:** If Your Vehicle has experienced a Breakdown or Vehicle disablement, We will arrange for a Service Provider to be dispatched to Your location. If the disablement can be resolved roadside, in lieu of towing, You can elect to have the repair(s) completed by the Mobile Mechanic at that time. The Cost of the Mobile Mechanic Service Call is limited to a maximum of \$200 per Occurrence and 2 Occurrences per any 12 month period. **You are solely responsible for any mileage, parts, and/or labor Costs incurred for repair(s). This Covered Repair/Service ONLY covers the Cost of the service call. This Covered Repair/Service may NOT be available in all regions.**
14. **PART DELIVERY:** When a replacement part is needed for Your Vehicle, We will arrange for a Service Provider to deliver the part(s) to the disablement site. This Covered Repair/Service is limited to a maximum of \$100 per Occurrence and 2 Occurrences per any 12 month period. **Coverage does NOT include the Cost of the part(s) or installation. This Covered Repair/Service ONLY covers the Cost of the part(s) delivery. This Covered Repair/Service may NOT be available in all regions.**

A Service Provider will be dispatched to Your location. Your coverage includes "sign & drive" repairs/services under this Contract up to the maximum stated per use/Occurrence. Sign & drive means You incur no out of pocket expenses up to the maximum stated amount per use/Occurrence. **Any fees above the per use/Occurrence maximum will be at Your own expense and will NOT be reimbursed. Depending on the service required, the location of the Breakdown/Vehicle disablement, and/or the Service Provider that is dispatched, You may have to pay for the Covered Repair/Service in full, up front and request reimbursement from Us. If We are unable to secure a Service Provider, You may obtain pre-authorization from Us to contact one of your choice. If You were required to pay for any Covered Repair/Service in full, up front or You arranged Your own pre-authorized service, reimbursement is limited to the same per Occurrence limits stated under each Covered Repair/Service. You are solely responsible for any expense incurred beyond these limits. All receipts must be submitted to Us within 45 days of any Occurrence for reimbursement consideration.**

Emergency Roadside services are provided to You in emergency situations only when Your Vehicle (due to an unforeseen disablement or unavoidable incident) is unable to be driven safely. Services are not designed to be provided when the disablement is caused by poor or non-existent Vehicle maintenance, nor does this Contract cover services required for Your Vehicle due to an automobile accident or damage incurred by acts of nature such as: fires, floods, hurricanes, tornadoes, earthquakes, and hail.

Services provided by Quest Towing Services will NOT be available in areas not regularly traveled, such as vacant lots, beaches, open fields, roads closed during the season of the request, or other places which would be hazardous for the Service Provider to reach. Quest Towing Services is NOT responsible for service in areas that restrict or ban access to a motorist, such as turnpikes and other governed highways, including toll roads.

For assistance with any of the above Covered Repairs/Services, call Toll Free, 24 Hours a day, 7 days a week at (844) 286-9226.

C. YOUR RESPONSIBILITIES

PREVENT FURTHER DAMAGE: In the event of a Breakdown, You must take immediate action to prevent further damage to the Vehicle.

MAINTENANCE REQUIREMENTS: In order to receive Covered Repairs/Services under the terms of this Contract, You must have the Vehicle checked and serviced according to the manufacturer's recommendations and maintain verifiable receipts for the maintenance services performed. If You perform the maintenance services, then You must maintain verifiable receipts showing purchase of all parts and materials necessary to perform the maintenance services, along with a statement showing the date AND mileage on which they were performed. We may require that You submit proof of maintenance services when a claim is filed and failure to do so may result in denial of coverage.

SUBROGATION: If We pay for a Covered Repair/Service, We may require You to assign to Us Your rights of recovery against others. We may NOT pay for future Covered Repairs/Services, if You impair these rights to recover. Your rights to recover from others may NOT be waived. **IF A REPAIR/SERVICE IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.**

D. EXCLUSIONS

This Contract will NOT PAY or reimburse You for any repair or service excluded throughout this Contract or for:

1. ANY CLAIM FOR A REPAIR/SERVICE THAT OCCURS OUTSIDE OF THE UNITED STATES AND CANADA.
2. ANY CLAIM THAT IS NOT REPORTED WITHIN 45 DAYS FROM THE DATE OF THE REPAIR/SERVICE.

3. ANY PRE-EXISTING CONDITION THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF YOUR CONTRACT OR ANY CONSEQUENTIAL DAMAGES.
4. ANY CLAIM FOR A REPAIR/SERVICE THAT WAS NOT PRE-AUTHORIZED BY US.
5. ANY REPAIR/SERVICE THAT IS NEEDED AS A RESULT OF AN ONGOING CONDITION WHERE WE HAVE PREVIOUSLY PROVIDED REPAIR/SERVICE. THIS CONTRACT IS NOT A VEHICLE MAINTENANCE PROGRAM AND SHOULD NOT BE TREATED AS SUCH.
6. ANY CLAIM/REPAIR/SERVICE FOR A VEHICLE THAT FAILED DOT INSPECTION OR HAS AN EXPIRED SAFETY/EMISSION INSPECTION STICKER OR LICENSE PLATE STICKER WHERE REQUIRED BY STATE LAW.
7. ANY ROADSIDE CLAIM/REPAIR/SERVICE THAT IS REQUESTED FOR A NON-EMERGENCY SITUATION AND/OR AT ANY LOCATION OTHER THAN A ROADSIDE DISABLEMENT SITE.
8. ANY NON-U.S. SPECIFICATION MODEL VEHICLE, GREY MARKET VEHICLE, OR ANY VEHICLE: WITH A BRANDED OR SALVAGED TITLE, THAT WAS DECLARED A TOTAL LOSS OR LEMON, THAT WAS REPOSSESSED, OR THAT HAD THE ORIGINAL MANUFACTURER'S WARRANTY VOIDED FOR ANY REASON.
9. ANY COSTS THAT YOU INCUR THAT EXCEED THE STATED OCCURRENCE LIMITS OR RELATE TO ANY NON-COVERED PARTS, LABOR, TIME, REPAIR, SERVICE, ETC. THAT ARE NOT SPECIFICALLY COVERED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.
10. TOWING THAT IS NEEDED FOR ANY OTHER REASON THAN A BREAKDOWN/VEHICLE DISABLEMENT.
11. ANY DAMAGE THAT IS THE RESULT OF A MANUFACTURER DEFECT.
12. ANY DAMAGE THAT IS COVERED BY YOUR AUTO INSURANCE COVERAGE, AN OEM PRODUCT WARRANTY, OR AN OEM RECALL.
13. ANY DAMAGE RESULTING FROM ACTS OF FRAUD, THEFT, ABUSE, MISUSE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A REPAIR FACILITY TO PERFORM PROPER REPAIRS), IMPROPER TOWING, OR THE LACK OF PROPER MAINTENANCE.
14. ANY DAMAGE CAUSED BY COLLISIONS/AUTO ACCIDENTS, VANDALISM, OR ACTS OF NATURE INCLUDING, BUT NOT LIMITED TO FLOOD OR FIRE.
15. ANY DAMAGE RESULTING FROM OFF ROAD OPERATION OF THE VEHICLE.
16. ANY DAMAGE RESULTING FROM CONTACT WITH PERMANENTLY STATIONED OBJECTS SUCH AS GUARD RAILS, PARKING ABUTMENTS, OR SPEED CONTROL DEVICES, ETC.
17. ANY DAMAGE CAUSED BY DRIVING ON TIRES THAT ARE IMPROPERLY INFLATED.
18. ANY COSMETIC DAMAGE THAT DOES NOT IMPACT THE FUNCTION OF A TIRE.
19. TIRE DAMAGE NOT CAUSED BY A ROAD HAZARD INCIDENT.
20. ANY REPAIR/SERVICE THAT IS NEEDED FOR TRAILER TIRES. THIS CONTRACT COVERS TIRES ON THE VEHICLE ONLY.
21. ANY INVOICE PRESENTED TO US FOR PAYMENT IN WHICH THE REPAIRS/SERVICES WERE NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION.
22. ANY CLAIM, IN WHICH YOUR VEHICLE'S ODOMETER HAS BEEN ALTERED, DISCONNECTED, OR IS INOPERABLE. IF THE ODOMETER BECOMES INOPERABLE DURING THE TERM OF THIS CONTRACT, YOU MUST IMMEDIATELY NOTIFY US AND WITHIN 15 DAYS OF THE ODOMETER BECOMING INOPERABLE PROVIDE DOCUMENTATION PROVING THAT THE ODOMETER HAS BEEN REPAIRED.

E. CANCELLATION

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time. To initiate a cancellation, You must use one of the following methods: 1.) go online at www.titanfleetprotection.com or 2.) call (844) 286-9226. If You cancel Your Contract within the first 7 days from the original Effective Date, You will receive a 100% refund of the Enrollment Fee and first Monthly Payment, unless You initiated/filed a claim or used any inclusive Covered Repairs/Services. If You cancel after day 7, or if You initiated/filed a claim or used any inclusive Covered Repairs/Services in the first 7 days, no refund will be due to You and Your coverage will remain in force until the final day of Your last paid-in-full Term. You can cancel this Contract after the 7-day Trial Period and up to 48 hours in advance of Your next scheduled Monthly Payment, to waive further subscription charges.
2. **CANCELLATION BY US:** We may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Enrollment Fee and/or Monthly Payment;
 - (b) a material misrepresentation made by You; or
 - (c) a substantial breach of duties by You relating to the Vehicle or its use.

If We cancel this Contract, no refund will be due, no claims will be authorized, and Your Contract will not be reinstated.

F. TRANSFER

This Contract is non-transferable. This Contract is a monthly auto renewal term subscription and a Monthly Payment must be automatically deducted from a payment account provided by the original Contract holder.

G. OBLIGATIONS

Obligations under this Contract are insured under an insurance policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, except in Georgia, New York, Rhode Island, and Wisconsin.

In Rhode Island, obligations under this Contract are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738.

In Georgia, obligations under this Contract are insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

In New York and Wisconsin, obligations under this Contract are insured under an insurance policy issued by Blue Ridge Indemnity Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

If the Obligor fails to pay an authorized claim within 60 days, or if the Obligor becomes insolvent or ceases to conduct business during the Term of this Contract, You may submit Your claim directly to the applicable insurer at the above address for consideration.

H. ARBITRATION

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the dispute. A judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration, unless the law of resident State, at the time of purchase, dictates otherwise.

I. SUBSCRIPTION SYNOPSIS

This Monthly Subscription Fleet Key & Roadside Contract, hereinafter Contract, provides Covered Repairs/Services that will help keep Your Vehicle on the road. This Contract is a monthly auto renewal term subscription, meaning this Contract renews on the same day every month and a Monthly Payment will automatically be deducted from a payment account provided by You, until the subscription is cancelled. The day of the month is based on the Effective Date of this Contract. Your payment will be processed on the last day of the month, if Your Due Date is on the 29th, 30th, or 31st and NOT available for a billing cycle. When You initially enroll for this Contract, You will receive coverage for the first 7 days from the original Effective Date completely risk free. If You decide to cancel during this 7-day Trial Period, You will receive a 100% refund, unless You have initiated/filed a claim or used any Covered Repairs/Services offered under this Contract. If You cancel after day 7, or if You initiated/filed a claim or used any Covered Repairs/Services in the first 7 days, no refund will be due to You and Your coverage will remain in force until the final day of Your last paid-in-full Term. You can cancel this Contract after the 7-day Trial Period and up to 48 hours in advance of Your next scheduled Monthly Payment, to waive further subscription charges. Pre-existing conditions are NOT covered under this Contract. Your Monthly Payment is the amount You must pay each month, in order to be eligible for the Covered Repairs/Services outlined in this Contract. Your Monthly Payment includes Your Base Monthly Payment and any taxes that are required by state law. Your Initial Payment includes the Enrollment Fee plus Your first Monthly Payment. The Enrollment Fee is the fee for enrollment and activation in this Contract. All payment amounts can be found on the Registration Page of Your Contract. All eligible Covered Repairs/Services can be found in Section B., MO-DTC-FLT-KEY-F 5/20 NO CLAIMS WILL BE PAID FOR REPAIRS/SERVICES PERFORMED WITHOUT PRIOR AUTHORIZATION Page 4 of 8

What Your Contract Covers. Defined terms that are capitalized throughout this section, as well as the other sections of this Contract, can be found in Section A., Definitions.

If you have any QUESTIONS regarding Your Contract please contact Us by calling (844) 286-9226 or emailing support@titanfleetprotection.com. If you ever need to physically mail documentation to Us, Our address is: Axiom Product Administration, 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368.

If You need to CANCEL Your Contract, please go online at www.titanfleetprotection.com or call Us at (844) 286-9226.

For all GENERAL INQUIRIES, please email us at hello@titanfleetprotection.com.

J. STATE AMENDMENTS

These special state disclosures apply, if Your Contract was delivered in one of the following states. STATE LAW: If any disclosure in this Contract conflicts with the laws of the state in which it was issued, the disclosure is hereby amended to conform to the state law. The remaining disclosures in this Contract will remain in full force.

ALABAMA: Section E., Cancellation, items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to void this Contract only applies to You and only if no claim has been made. A 10% per month penalty shall be added to any refund that is not paid or credited within 45 days after the return of this Contract to Us.
- 2. CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment or material misrepresentation We shall mail a written notice of cancellation to You at Your last known address at least 5 days prior to the cancellation effective date.

ALASKA: Section E., Cancellation, items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to void this Contract only applies to You and only if no claim has been made. A 10% per month penalty shall be added to any refund that is not paid or credited within 45 days after the return of this Contract to Us.
- 2. CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment or material misrepresentation We shall mail a written notice of cancellation to You at Your last known address at least 5 days prior to the cancellation effective date

ARIZONA: Section D., Exclusions, is amended by adding the following:

Exclusions 13., 14., and 22. are only applicable if the damage or loss occurred while You owned the Vehicle.

Section D., Exclusions, is amended by deleting item 3. and replacing it with the following:

- 3. ANY PRE-EXISTING MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS CONTRACT UNLESS SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY US OR THE DEALER AT THE TIME OF SALE.**

Section G. Obligations, is deleted and replaced with the following:

Obligations under this Contract are insured under an Insurance Policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event We cease to operate, are bankrupt or Your claim is not paid within 30 days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company.

Section H., Arbitration, is amended by adding the following:

Arbitration does not prohibit You from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09m, Unfair Trade Practices, as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 N. 15th Ave., Suite 102, Phoenix, AZ 85007, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a service company issuing an approved service contract under the provisions of A.R.S. §§20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 1-800-325-2548.

COLORADO: Section G., Obligations, is amended by adding the following:

Obligations under this Contract are guaranteed by reimbursement insurance policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

CONNECTICUT: The following disclosure is added to this Contract:

If the Vehicle is in repair at the time this Contract expires, the expiration date will be automatically extended until the repair is complete.

Section E., Cancellation, item 1. is amended by adding the following:

You may cancel this Contract at any time, including if You return the Vehicle or if the Vehicle is sold, lost, stolen, or destroyed.

Section G., Obligations, is amended by adding the following:

You may file a claim with Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, if We fail to perform according to the terms of this Contract.

Section H., Arbitration, is amended by adding the following:

If We are unable to resolve any disputes with You regarding this Contract, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Vehicle, the cost to repair the Vehicle, and a copy of this Contract.

GEORGIA: Section D., Exclusions, items 3., 13., 14., and 22., are deleted and replaced with the following:

- 3. ANY PRE-EXISTING MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT AND WERE KNOWN TO YOU OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE FAILURE OF A NON-COVERED COMPONENT.**
- 13. COSTS OR EXPENSES IF THE UNIT HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, OR FOR ANY ACCIDENTAL LOSS OR DAMAGE RESULTING FROM ROAD HAZARDS, COLLISION OR UPSET, FALLING MISSILES OR OBJECTS, FIRE SMOKE, OR SOOT, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER OR WATER INTRUSION, SUBMERSION, FLOOD, FREEZING OR ICE DAMAGE, CONTACT WITH A BIRD OR ANIMAL, BROKEN GLASS, DETONATION, PRE-IGNITION, CARBON OR CONTAMINATION OF ANY KIND, DISCHARGE OF A NUCLEAR WEAPON, CORROSION, RUST, ELECTROLYSIS, DETERIORATION DUE TO THE PASSAGE OF TIME, CONDENSATION, REVERSE POLARITY, FAILURE OR LOOSENING OF NUTS, FASTENERS, OR BOLTS, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, WAR, INSURRECTION, REBELLION, OR REVOLUTION, DAMAGE TO THE ENGINE BLOCK OR CYLINDER HEADS CAUSED BY OVERHEATING, FREEZING, OR WARPAGE, THROW OUT BEARING, CLUTCH ENGAGEMENT ARM AND PIVOT, CLUTCH DISC, AND PRESSURE PLATE, BATTERY CASE AND MOUNTING HARDWARE, PLUG-IN CABLE, TRICKLE CHARGER CABLE, PCV VALVES, FLEX PLATES, FLY WHEELS, CARPET, ASH TRAYS, CUP HOLDERS, OR IF THE UNIT IS A TOTAL LOSS, HAS BEEN REPOSSESSED, OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER EXCEPT AS OUTLINED IN THIS CONTRACT.**
- 14. ANY LOSS, DAMAGE, OR EXPENSE CAUSED BY ACCIDENT(S) AND/OR ALTERATIONS/MODIFICATIONS TO THE VEHICLE MADE BY YOU OR WITH YOUR KNOWLEDGE NOT AUTHORIZED BY ITS MANUFACTURER.**
- 22. IF THE UNIT HAS AN ODOMETER, COSTS OR EXPENSES IF THE UNIT'S ODOMETER BREAKS OR BECOMES INOPERABLE OR UNRELIABLE FOR ANY REASON AND ODOMETER REPAIRS WERE NOT MADE IMMEDIATELY AT THE TIME OF FAILURE, OR IF THE ODOMETER HAS BEEN TAMPED WITH, DISCONNECTED, OR ALTERED IN ANY WAY WHILE OWNED BY YOU SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CONTRACT.**

Section E., Cancellation, item 2. is deleted and replaced with the following:

- 2. CANCELLATION BY US:** We may cancel this Contract based on one or more of the following reasons: (a) non-payment of the Enrollment Fee and/or Monthly Payment; (b) a material misrepresentation made by You; or (c) fraud by You relating to the Vehicle or its use. If We cancel

this Contract for any other reason other than non-payment of the Enrollment Fee and/or Monthly Payment, We will mail You written notice of cancellation prior to the effective date of cancellation. If We cancel this Contract, We will provide any refund due on or before the effective date of cancellation. All cancellations shall be in accordance with O.C.G.A. § 33-24-44. A 10 day written notice of cancellation will be mailed to You at Your last known address, if cancellation is for non-payment of policy premium.

Section H., Arbitration, is deleted in its entirety.

HAWAII: Section E., Cancellation, item 1. is amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

IDAHO: The following disclosure is added to this Contract:

Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guaranty Association.

INDIANA: The following disclosure is added to this Contract:

This Contract is not insurance and is not subject to Indiana Insurance law.

IOWA: The following disclosure is added to this Contract:

You may contact the Iowa Commissioner of Insurance at 601 Locust St., 4th Floor, Des Moines, IA 50309.

Section E., Cancellation, item 1. is amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 30 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

KENTUCKY: The definition of Breakdown is deleted and replaced with the following:

BREAKDOWN: The failure of any original or like replacement part to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owners Manual. Breakdown does not include the gradual reduction in operating performance caused by wear and tear.

LOUISIANA: The Notice To Consumer provision on the Registration Page is amended to delete the following:

This Contract is not an insurance policy, a Warranty, or a guarantee.

MAINE: Section E., Cancellation, items 1. and 2. are amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
2. **CANCELLATION BY US:** If We cancel this Contract, We will mail written notice to you at least 15 day prior to the effective date of cancellation stating the date and reason for cancellation.

MARYLAND: The following disclosure is added to this Contract:

If the Vehicle is in repair at the time this Contract expires, the expiration date will be automatically extended until the repair is complete. If We fail to perform as outlined in this Contract prior to the expiration of this Contract, this Contract will not terminate and the expiration date shall be extended until obligations are complete pursuant to the terms and conditions of this Contract.

Section E., Cancellation, item 1. is amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

Section G., Obligations, is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256. In the event the Obligor fails to pay any claim or make any refund or consideration due within 60 days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

MASSACHUSETTS: The following disclosure is added to this Contract:

NOTICE TO YOU: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR VEHICLE. THE REPAIRS/SERVICES PROVIDED UNDER THIS CONTRACT MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS CONTRACT IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Section E., Cancellation, item 1. is amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

MINNESOTA: Section E., Cancellation, items 1. and 2. are amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
2. **CANCELLATION BY US:** If We cancel this Contract for any reason listed, We will mail written notice to you at least 5 days prior to the effective date of cancellation stating the date and reason for cancellation. If We cancel this Contract for any other reason, We will mail written notice to you at least 15 days prior to the effective date of cancellation stating the date and reason for cancellation.

MISSISSIPPI: Section E., Cancellation, items 1. and 2. are amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
2. **CANCELLATION BY US:** If We cancel this Contract for non-payment, We will mail written notice to you at least 10 days prior to the effective date of cancellation stating the date and reason for cancellation. If We cancel this Contract for any other reason, We will mail written notice to you at least 30 days prior to the effective date of cancellation stating the date and reason for cancellation.

MISSOURI: Section E., Cancellation, item 1. is amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

NEVADA: The following disclosures are added to this Contract:

If You are not satisfied with the manner We handle a claim, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

This Contract is non-renewable.

Section E., Cancellation, item 1. is amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

Section E., Cancellation, item 2. is deleted replaced with the following:

- 2. CANCELLATION BY US:** We may cancel this Contract for any reason within the first 7 days of the Effective Date. After this Contract has been in effect for at least 7 days, We may only cancel this Contract on one of the following grounds, and We will not charge a cancellation fee: (a) failure by You to pay the Enrollment Fee and/or Monthly Payment; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a claim; (d) Your act or omission or violation of any condition of this Contract, which occurred after the Effective Date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If We cancel this Contract, We will mail You a written notice of cancellation at least 15 days prior to the effective date of cancellation.

NEW HAMPSHIRE: The following disclosure is added to this Contract:

In the event that You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-800-852-3416.

NEW JERSEY: Section E., Cancellation, items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
- 2. CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment of the Enrollment Fee and/or Monthly Payment, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

NEW MEXICO: Section E., Cancellation, item 1. is amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

Section E., Cancellation, item 2. is deleted replaced with the following:

- 2. CANCELLATION BY US:** We may cancel this contract for any reason within the first 7 days of the Effective Date. After this Contract has been in effect for at least 7 days, We may only cancel this Contract on one of the following grounds, and We will not charge a cancellation fee: (a) failure by You to pay the Enrollment Fee and/or Monthly Payment; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; (d) Your act or omission or violation of any condition of this Contract which occurred after the Effective Date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If We cancel this Contract, We will mail You a written notice of cancellation at least 15 days prior to the effective date of cancellation.

NEW YORK: Section E., Cancellation, items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 30 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
- 2. CANCELLATION BY US:** If We cancel this Contract, We will mail written notice to You at Your last known address stating the date and reason for cancellation at least 15 days prior to the effective date of cancellation. Written notice is not required, if We cancel for non-payment of the Enrollment Fee and/or Monthly Payment, a material misrepresentation, or a substantial breach of duties by You relating to the use of Your Vehicle.

OKLAHOMA: The following disclosures are added to this Contract:

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Our service warranty association license number is 44201497.

Roadside Assistance is administered by Quest Towing Services, LLC, 106 West Tolles Dr., St. John, MI 48879. 877-821-5304.

OREGON: Section H., Arbitration, is amended by adding the following:

Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement. Any arbitration under this Contract will take place in the county and state where You reside or any other place agreed to in writing by You and Us, and will be in accordance with Oregon Law.

SOUTH CAROLINA: The following disclosure is added to this Contract:

In the event of a dispute between You and Us regarding this Contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbus, South Carolina 29201 or 1-800-768-3467.

Section E., Cancellation, items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
- 2. CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment of the Enrollment Fee and/or Monthly Payment, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

TEXAS: Section E., Cancellation, items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund, less any paid or pending claims only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund.
- 2. CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment of the Enrollment Fee and/or Monthly Payment, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

Section G., Obligations, is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256. In the event We cease to operate, are bankrupt or Your claim is not paid within 45 days after proof of loss has been filed, You may file a direct claim with Lyndon Souther Insurance Company. To do so, please call the following toll-free number for instructions: 1-800-888-2738.

UTAH: The following disclosure is added to this Contract:

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage under this Contract is not guaranteed by the Property and Casualty Guarantee Association.

The Registration Page is amended by adding the following:

If We do not provide, reimburse, or pay for a service on any claim under this Contract within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Lyndon Southern Insurance Company for reimbursement, payment, or provision of the service.

Section E., Cancellation, item 2., is amended by adding the following:

If We cancel this Contract, We will mail written notice of cancellation to You at least 30 before the cancellation date stating the cancellation date and reason for cancellation. If We cancel this Contract for non-payment of the Enrollment Fee and/or Monthly Payment, the cancellation is effective no sooner than 10 days after delivery or first class mailing of a written notice to You.

Section H., Arbitration, is deleted and replaced with the following:

Arbitration is only required if the claim in controversy exceeds the jurisdictional minimum of the small claims court of the state where the action would be brought and resolution by a small claims court having jurisdiction is not precluded. ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. You and We will each pay 50% of the fee required to begin arbitration. Any arbitration will be held in the county in which You maintain Your permanent residence.

VIRGINIA: The following disclosure is added to this Contract:

If any promise made in the Contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml.

WASHINGTON: The following disclosures are added to this Contract:

The commissioner is the Contract provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

This Contract will not provide coverage for: Any pre-existing or for any damage occurring before Coverage takes effect or prior to the Purchase Date, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.

This Contract allows for binding arbitration proceedings to be held at a location in closest proximity to the Your permanent residence.

The implied warranty of merchantability on the Vehicle is not waived if this Contract has been purchased within 90 days of the purchase date of the Vehicle from a provider or service contract seller who also sold the Vehicle covered by this Contract.

By initialing below, You acknowledge that You have reviewed with the Dealer all product coverage sub-sections of this Contract which disclose the Term of this Contract, What Your Contract Covers, Your Responsibilities, Limits of Liability, Exclusions, Cancellation, and Transfer conditions.

Customer Initials

Section E., Cancellation, item 2., is amended by adding the following:

2. CANCELLATION BY US: If We cancel this Contract for any reason other than non-payment of the Enrollment Fee and/or Monthly Payment, We will mail you written notice stating the reason for cancellation prior to cancellation and We will refund You 100% of the Enrollment Fee and/or Monthly Payment. If this Contract is cancelled for non-payment of the Enrollment Fee and/or Monthly Payment, no refund will be due to You.

Section G. Obligations, is deleted and replaced with the following:

Our obligations under this Contract are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. You are entitled to apply directly to Lyndon Southern Insurance Company for a refund, payment, or performance due. The policy number for the service contract reimbursement policy issued by Lyndon Southern Insurance Company is WAAXM.

Section H. Arbitration, is deleted in its entirety.

WISCONSIN: The following disclosures are added to this Contract:

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section C., Your Responsibilities, Subrogation, is deleted and replaced with the following:

SUBROGATION: If You have rights to recover all or part of any payment We have made under this Contract, then those rights are transferred to Us and You must not do anything to impair them. This includes any right You may have arising out of any voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement. You will execute and deliver instruments and papers and do whatever is necessary to secure such rights. Further, after You have been made whole all amounts recovered by You for which You have received repairs/services under this Contract will belong to, and be paid to, Us, up to the amount of the repairs/services paid under this Contract.

Section E., Cancellation, items 1. and 2. are amended by adding the following:

1. CANCELLATION BY YOU: The right to cancel this Contract in the first 7 days and receive a full refund, less any paid or pending claims only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund.

2. CANCELLATION BY US: If We cancel this Contract, We will mail written notice of cancellation to You at Your last known address at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

Section H., Arbitration, is amended by adding the following:

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration.

WYOMING: Section E., Cancellation, items 1. and 2. are amended by adding the following:

1. CANCELLATION BY YOU: The right to cancel this Contract in the first 7 days and receive a full refund, less any paid or pending claims only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund.

2. CANCELLATION BY US: If We cancel this Contract for any reason other than non-payment of the Enrollment Fee and/or Monthly Payment, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to Your last known address at least 10 days before the cancellation date stating the effective date and reason for cancellation.

Section H., Arbitration, is amended by adding the following:

Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement. Any arbitration will take place in Wyoming.