

## AGREEMENT

- This agreement is between the Agreement Holder (named on the Declaration page) and the Service Contract Provider as defined under the Definitions section of this Agreement. The Seller (issuing party) is not a party to this Agreement and has no obligations to You in regards to the benefits provided.
- Your benefits and OUR OBLIGATIONS, as defined below, to perform under this Agreement are insured by an insurance policy with Lyndon Southern Insurance Company, [10151 Deerwood Park Blvd., Bldg 100, Suite 500, Jacksonville, FL 32256, (800) 888-2738]. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Agreement, then You may make a direct claim against Lyndon Southern Insurance Company.

## DEFINITIONS

The following definitions apply to words used frequently throughout this Vehicle Service AGREEMENT and which appear in BOLD-FACED, SMALL CAPS type:

1. **ADMINISTRATOR** – Ensurety, Inc., [10151 Deerwood Park Blvd, Bldg. 100, Suite 500, Jacksonville, FL 32256, (800) 888-2738], the entity that administers this AGREEMENT on OUR behalf.
2. **AGREEMENT** - This VEHICLE Service AGREEMENT, which YOU have purchased for the VEHICLE described on the DECLARATION PAGE.
3. **BREAKDOWN** - The failure of a COVERED PART under normal service and usage of the VEHICLE. A COVERED PART has failed when it can no longer perform the function for which it was designed solely because of its condition.
4. **BUSINESS USE** – Coverage is provided if the BUSINESS USE surcharge has been paid as specified on YOUR DECLARATION PAGE. Eligibility is limited to the following: cars, trucks and vans used for route sales, inspections, maintenance, repair, landscaping, carrying tools to a job site and eligible vehicles owned by religious / charitable organizations.
5. **CLAIM** - A demand by You for benefits under this AGREEMENT.
6. **COVERED PARTS** - The parts listed in the Schedule of COVERED PARTS subsection of this AGREEMENT.
7. **DECLARATION PAGE** - The numbered document provided to You which is attached to the AGREEMENT. It lists information regarding the VEHICLE to be covered, AGREEMENT terms, and other vital information.
8. **DEDUCTIBLE** - The amount You are required to pay, as shown on the DECLARATION PAGE, towards the total cost for the repair or replacement of COVERED PARTS per CLAIM made.
9. **Mileage Limit** – The maximum number of miles that this Agreement shall be in force, as indicated on the Declarations Page.
10. **PLAN** - Refers to the Plan Selected and Term Selected by You as shown on the DECLARATION PAGE of this AGREEMENT.
11. **REPAIR FACILITY** - A licensed repair facility authorized by the ADMINISTRATOR to perform repair services under this AGREEMENT.
12. **SELLER** – The entity that sold this Agreement to You.
13. **VEHICLE** - The VEHICLE described on the DECLARATION PAGE that is covered under this AGREEMENT.
14. **WE, US, OUR AND SERVICE CONTRACT PROVIDER** – Auto Knight Motor Club, Inc., 43100 Cook St., Suite 200, Palm Desert, CA 92211, 888-246-2014, the entity that is obligated to perform under this AGREEMENT, except in Florida, Louisiana, New Mexico and Oklahoma where it is **Lyndon Southern Insurance Company** (Florida License Number 03698), [10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, (800) 888-2738].

### OUR OBLIGATIONS

If a Covered BREAKDOWN of YOUR VEHICLE occurs during the term of this AGREEMENT, WE will:

- Pay You or the Repair Facility, for repair or replacement of the COVERED PARTS and associated labor as required for the completion of the repair or replacement of those parts, which cause the BREAKDOWN. Labor will be verified by the standard versions of the following nationally recognized labor guides: Mitchell & All Data. Replacement parts, not to exceed manufacturer's suggested retail price, may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by Us.
- Reimburse You for a rental car at the rate of up to thirty dollars (\$30) per day, for every 8 hours, (or portion thereof), of labor time required to complete the repair, not to exceed a maximum of five (5) days. To receive rental benefits, You must supply Us with YOUR receipt from licensed rental agency. No deductible will apply to this benefit.
- Reimburse You for lodging and meal expenses actually incurred by You if the covered repairs are completed more than one hundred (100) miles from YOUR primary residence and You are stranded overnight. The limit on this reimbursement is seventy-five dollars (\$75) per day for up to three (3) days and a maximum of two hundred twenty-five dollars (\$225) per BREAKDOWN.

### YOUR OBLIGATIONS

- In order for this Agreement to remain active, You must have the engine oil and filter changed within sixty (60) days after Contract Purchase Date, unless you have verifiable receipts that the Vehicle engine oil and filter were replaced within six (6) months prior to Contract Purchase Date. The minimum requirement on oil and filter changes thereafter is every six (6) months or 5,000 miles, whichever comes first, or You must follow the maintenance schedules in accordance with Your Vehicle's manufacturer recommendations. All other maintenance schedules must be done in accordance with YOUR VEHICLE manufacturer recommendations. You must keep and make available verifiable service/purchase receipts (indicating dates, mileage, and a description of YOUR VEHICLE) which show that this maintenance has been performed within the time and mileage limits required. WE will not reimburse for repair costs or expenses if You cannot provide accurate records proving that You have maintained the failed COVERED PART.
- YOU or YOUR REPAIR FACILITY are required to obtain OUR authorization prior to beginning any repair covered by this AGREEMENT.
- You are responsible for paying the Deductible indicated on the DECLARATION PAGE of this AGREEMENT each time You have a BREAKDOWN. A one hundred dollar (\$100) DEDUCTIBLE per repair visit will apply.
- You are responsible for authorizing any teardown or diagnosis time needed to determine if Your Vehicle has a Breakdown. If it is subsequently determined that the repair is needed due to a Breakdown, We will pay for this part of the repair. If the failure is not a covered Breakdown, then You are responsible for this charge.

### OTHER IMPORTANT AGREEMENT PROVISIONS

For all Powertrain Coverages, the total Aggregate Limits of Liability for all claims paid or payable during the term of this AGREEMENT shall not exceed a total dollar amount of \$12,500.00

In return for Your payment for this Agreement and subject to its terms, You will be provided with the protection described herein. After You receive any benefits under this Agreement, We are entitled to all Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Agreement or for any other payment made by Us. If We ask, You agree to help Us enforce these rights. You also agree to cooperate and help Us in any other matter concerning this Agreement.

This Agreement will terminate when You sell Your Vehicle unless transferred as provided in the Transfer Section or when this Agreement is cancelled as outlined in the Cancellation Section.

In the event the Purchase Price of Your Agreement is being paid through a Payment Plan (or its equivalent) which is terminated for non-payment, the Term and Mileage Limit of this Agreement will be modified to reflect

the portion of the **Agreement** that you have paid for. The modified **Term** and **Mileage Limit** of the **Agreement** will be calculated on a pro-rata basis by adding the time and mileage that you have paid for to the **Agreement Purchase Date** and **Vehicle Odometer Mileage** on the **Agreement Purchase Date** as listed on the **Declarations Page**. You may contact the Administrator toll free at 877-850-0446 to obtain the modified **Term** and **Mileage Limits**.

#### GUIDE TO FILING A CLAIM CALL 877-850-0443

If You have a **BREAKDOWN**, You must follow this procedure:

- (1) Use all reasonable means to protect **YOUR VEHICLE** from further damage. This may require You to stop **YOUR VEHICLE** and call for roadside assistance to have the **VEHICLE** towed.
- (2) Take **YOUR VEHICLE** to a licensed **REPAIR FACILITY**, have the **REPAIR FACILITY** contact Us at **877-850-0443** for instructions, before ANY repairs are made.
- (3) Furnish Us or the **REPAIR FACILITY** with such reasonable information that We may require. This includes receipts for car rental charges, lodging, meals, and signed service receipts (indicating dates, mileage, and a description of **YOUR VEHICLE**) as required by this **AGREEMENT**.
- (4) For simple repairs needed when the **ADMINISTRATOR** is not available for prior authorization, please use the following procedure:

#### Emergency Repairs:

Refer to **Your Agreement** to determine if the **Breakdown** is due to the failure of a **Covered Part** and there are no listed exclusions that apply. For a simple repair, (Any repair requiring two (2) hours or less of labor time to complete), that is determined to be a **Covered Part**, authorize the **Repair Facility** to perform the repair, and call the **Administrator** for instructions within 5 business days, during normal business hours. On major repairs, (Any repair requiring more than two (2) hours of labor time to complete), determine the failure and repair costs and then contact the **Administrator** on the next normal business day for an authorization before repairs are performed. (Utah Residents see special state requirements and disclosures for additional clarifying language)

Business Hours (Central Time Zone)

Monday through Friday 7:30 AM until 7:00 PM

#### SCHEDULE OF COVERED PARTS

The following is a list of **Covered Parts** as determined by the coverage You selected, as indicated on **Your Vehicle Service Agreement**. For convenience, **Covered Parts** are listed next to the vehicle systems to which they are related. The vehicle systems listed are **NOT Covered Parts**.

#### POWERTRAIN COVERAGE

**ENGINE:** Cylinder block and cylinder heads and all internally Lubricated Parts; turbocharger; supercharger; harmonic balancer; timing gear, chain and belt; and water pump. Seals and gaskets are only covered when required in connection with the replacement of a **Covered Part**.

**TRANSMISSION:** Transmission case and all internally Lubricated Parts; torque converter; flywheel/flex plate; and vacuum modulator. Seals and gaskets are only covered when required in connection with the replacement of a **Covered Part**.

**TRANSFER CASE:** Transfer case and all internally Lubricated Parts. Seals and gaskets are only covered when required in connection with the replacement of a **Covered Part**.

**DRIVE AXLE(S):** Drive axle housing and all internally Lubricated Parts; locking hubs; drive shafts; universal joints; and constant velocity joints unless failure was caused by neglected, torn, cracked, or perforated constant velocity joint boot. Constant velocity joint boots are not covered under any circumstances. Seals and gaskets are only covered when required in connection with the replacement of a **Covered Part**.

**SEALS and GASKETS:** Seals and gaskets are covered only as part of repair or replacement of the above **Covered Parts**. Leaking seals and gaskets are not **Covered Parts**.

**HYBRID:** Hybrid transaxle, electronic transmission, inverter, generator(s), and electronic display monitor.

(Batteries are excluded)

#### POWERTRAIN PLUS COVERAGE

In addition to the Powertrain Coverage, the following parts are also covered, if this coverage is selected in the "Coverage Options" section of this Agreement.

**A/C & HEATING:** (Includes only factory installed equipment) Condenser; compressor; compressor clutch; and evaporator.

**ELECTRICAL:** Alternator/generator; A/C blower motor; starter motor; starter solenoid; and starter drive.

#### POWERTRAIN ENHANCED COVERAGE

In addition to the Powertrain and Powertrain Plus Coverage, the following parts are also covered, if this coverage is selected in the "Coverage Options" section of this Agreement.

**A/C & HEATING:** (Includes only factory installed) Accumulator; dryer; expansion valve; condenser fan; and condenser fan motor.

**COOLING SYSTEM:** Cooling fan; cooling fan motor; and fan clutch.

**FUEL SYSTEM:** Fuel delivery pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; and fuel gauge.

**ELECTRICAL:** Horns; windshield wiper motors; windshield washer pump; power antenna motor; power window motors; window regulators; power door lock actuators; power trunk release; and all manually operated switches (excluding AC / Heating and audio / video switches).

#### EXCLUSIONS FROM COVERAGE

THIS AGREEMENT DOES NOT PROVIDE COVERAGE:

1. FOR REPAIR COSTS OR EXPENSES REPORTED OR MADE AFTER THE EXPIRATION OF THE TERM OF THIS AGREEMENT OR NOT AUTHORIZED BY THE ADMINISTRATOR;
2. FOR REPAIR COSTS OR EXPENSES IF THE ODOMETER OF THE VEHICLE 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 TAMPERED WITH, DISCONNECTED OR ALTERED IN ANY WAY;
3. FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE HAS BEEN USED FOR THE FOLLOWING PURPOSES, REGARDLESS OF WHETHER THE BUSINESS USE OPTION WAS PURCHASED: POLICE OR LAW ENFORCEMENT SERVICES, FIRE, AMBULANCE OR EMERGENCY SERVICES, TAXI, LIMOUSINE OR SHUTTLE SERVICES, PICK-UP AND/OR DELIVERY OPERATIONS, RACING, NEWSPAPER OR MAIL DELIVERY, RENTAL SERVICES, CONSTRUCTION, SECURITY SERVICES, SNOW REMOVAL OR SNOW PLOWING, CABLE OR LINE INSTALLATION, OR HAULING FOR HIRE, OR IF THE VEHICLE HAS BEEN USED FOR HAULING TRAILERS IN EXCESS OF THE MANUFACTURER'S RATED CAPACITY OR HAULING TRAILERS WITHOUT SUITABLE EQUIPMENT, OR IF THE REQUIREMENTS IN THE MANUFACTURER'S MANUAL FOR VEHICLES USED TO PULL TRAILERS ARE NOT FOLLOWED;
4. FOR REPAIR COSTS OR EXPENSES IF YOU CANNOT PROVIDE TO THE ADMINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE VEHICLE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS, OR IF ANY MECHANICAL OR ELECTRICAL ALTERATIONS HAVE BEEN MADE TO THE VEHICLE INCLUDING, BUT NOT LIMITED TO, THE USE OF OVERSIZED TIRES, INSTALLATION OF HEADER PIPES OR LIFT KITS, AND REMOVAL OF ANY EMISSION CONTROL PARTS SYSTEM;
5. FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE IS STILL IN THE MANUFACTURER'S BASIC WARRANTY PERIOD OR COVERED BY A RECALL OR SPECIAL POLICY BY THE MANUFACTURER OR REPAIRS FOR UPDATES OR TECHNICAL SERVICE BULLETINS;
6. FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE 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 COLLISION OR UPSET, FALLING MISSILES OR OBJECTS, FIRE, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER, FLOOD, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, OR IF THE VEHICLE 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 AGREEMENT; AND FOR REPAIR COST OR EXPENSES RESULTING FROM THE CONTINUED OPERATION OF AN IMPAIRED VEHICLE;

7. FOR LIABILITIES FOR DAMAGE TO PROPERTY OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, REPAIR, MAINTENANCE OR USE OF THE VEHICLE, WHETHER OR NOT RELATED TO ANY COVERED PART, OR FOR CONSEQUENTIAL LOSSES OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS RESULTING FROM THE OPERATION, MAINTENANCE AND/OR USE OF THE VEHICLE, UNLESS SPECIFICALLY COVERED HEREIN;
8. FOR ANY MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT OR BY THE FAILURE OF THE INSURED TO MAINTAIN PROPER QUALITIES OR LEVELS OF COOLANTS OR LUBRICANTS;
9. FOR REPAIRS TO ANY PART THAT HAS NOT SUFFERED A BREAKDOWN, OR IF THE WEAR ON THE PART HAS NOT EXCEEDED THE PUBLISHED FIELD TOLERANCE ALLOWED BY THE MANUFACTURER, OR FOR REPAIR COSTS NOT NECESSARY TO CORRECT A BREAKDOWN, OR FOR DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT AUTO REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS;
10. FOR ANY REPAIR COSTS DUE TO CONTAMINATION OF ANY KIND, CORROSION, RUST, DETONATION, PRE-IGNITION, CARBON BUILD UP, SLUDGE, ELECTROLYSIS, RATTLES, WATER LEAKS, WIND NOISES;
11. FOR ANY OF THE FOLLOWING PARTS: INCLUDING BUT NOT LIMITED TO MANUAL CLUTCH ASSEMBLY; GLOW PLUGS; BRAKE PADS, SHOES, ROTORS AND DRUMS; WIPER BLADES, WIPER ARMS; ALL BATTERIES, BATTERY CABLES; AIR FILTERS, OIL FILTER, COOLANTS AND FLUIDS, IF NOT IN CONNECTION WITH A COVERED REPAIR; SPARK PLUGS; PLUG WIRES; EGR VALVE; DRIVE BELTS; RUBBER HOSES; EXHAUST SYSTEMS; CATALYTIC CONVERTERS; MUFFLERS; RESONATORS; SHOCK ABSORBERS; TIRES, WHEELS, SEALED BEAMS; LIGHT BULBS AND LENSES; NON-FACTORY INSTALLED AUDIO SYSTEMS AND DISC PLAYERS; PLASMA TELEVISIONS; CAR PHONES; CELLULAR, SATELLITE, OR MICROWAVE COMMUNICATON DEVICES; BRIGHT METAL PARTS; RUBBER MOLDINGS; WEATHER STRIPS; METAL, GLASS OR PLASTIC TRIM; UPHOLSTERY; CARPET; ASH TRAYS; CUP HOLDERS; ANY NON-FACTORY INSTALLED PARTS; CONVERTIBLE TOP, FRAME AND MECHANISM; SUNROOF TRACK AND MECHANISM; BODY PARTS OR COMPONENTS; SAFETY RESTRAINT SYSTEMS (SEAT BELTS AND AIR BAGS, EXCEPT STEERING WHEEL) OR PART THEREOF;
12. CHARGES FOR: SHOP SUPPLIES, FREIGHT, HAZARDOUS WASTE DISPOSAL, WHEEL ALIGNMENT AND TIRE BALANCE;
13. FOR GRADUAL REDUCTION IN OPERTATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR;
14. FOR PARTS THAT ARE NOT SPECIFICALLY LISTED IN THE SCHEDULE OF COVERED PARTS SECTION OF THIS AGREEMENT;
15. FOR A BREAKDOWN NOT OCCURRING IN THE UNITED STATES OR CANADA;

**ROADSIDE COVERAGE - If you require Roadside Assistance You must call 1-888-246-2014**

Emergency Roadside Assistance is available 24 hours a day, every day of the year throughout the United States & Canada. Your coverage begins on the date shown on this contract and terminates on either the expiration date shown or at the expiration of your contract. You will only have to pay for any non-covered expenses or

costs in excess of your one hundred dollar (\$100) per occurrence maximum. Service must be a covered benefit under the terms and conditions of this contract and is available only for the specific Covered Vehicle registered with Auto Knight Motor Club as part of this contract. "Covered Vehicle" is defined as the vehicle listed on the application for this contract and registered with Auto Knight Motor Club (Vehicle Identification Number and Year, Manufacturer and Model).

All of the emergency roadside assistance services are provided by Auto Knight Motor Club, Inc. administrative offices located at 43100 Cook Street, Suite 200, Palm Desert, CA 92211. All entities are collectively referred to as "Auto Knight" throughout these Terms and Conditions.

#### EMERGENCY ROADSIDE ASSISTANCE

Just call TOLL-FREE 1-888-246-2014 and a service vehicle will be dispatched to your assistance. Important: Please be with your Covered Vehicle when the service provider arrives, unless it is unsafe to remain with the vehicle, as the provider cannot service an unattended vehicle. In the event that service is not obtainable through Auto Knight, you will receive an authorization number to receive a refund of payments made according to your program benefit and coverage limits for services received independently. You must first contact Auto Knight for authorization to obtain independent services. NOTE: ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN AUTO KNIGHT IS NOT COVERED AND IS NOT REIMBURSABLE.

The following are covered emergencies, subject to the one hundred dollar (\$100.00) per occurrence limit:

- (1.) Towing Assistance - When towing is necessary, the Covered Vehicle will be towed to the nearest qualified service facility or to another location requested by the driver of the Covered Vehicle.
- (2.) Flat Tire Assistance - Service consists of the removal of the Covered Vehicle's flat tire and its replacement with the spare tire located with the Covered Vehicle, or the service provider will drive you to the closest tire store for repair.
- (3.) Fuel, Oil, Fluid and Water Delivery Service - An emergency supply of fuel (3 gallons), oil, fluid and water will be delivered if the Covered Vehicle is in immediate need. You must pay for the fuel or other fluid when it is delivered.
- (4.) Lock-out Assistance - If your keys are locked inside the Covered Vehicle, assistance will be provided to gain entry into the Covered Vehicle.
- (5.) Battery Assistance - If battery failure occurs, a jump start will be provided to start your Covered Vehicle.

The following items are not included as part of the emergency roadside assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around a vehicle. Tire Repair. Extrication or Winching. Motorcycles, trucks over one and a half ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service state or garage; vehicle storage charges; a second tow for the same disablement. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a covered vehicle in need of routine maintenance or repair. Services received independently from Auto Knight without prior authorization from Auto Knight. Only one disablement for the same service type during any seven day period will be accepted. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

#### TIRE HAZARD PROTECTION COVERAGE

Pre-authorization for all Tire Hazard service is required. You must call toll free 1-888-246-2014 prior to any service being performed. You will be reimbursed for any covered cost to repair or, if non-repairable, the cost to replace a damaged tire on Your vehicle if damage is caused by a Road Hazard on a public roadway. Road Hazard is defined as objects and road conditions such as potholes, rocks, wood debris, metal parts, plastic or composite scraps or any item causing tire damage other than wear and tear and those conditions excluded below.

1. Tire Repair – You will be covered for the full charges incurred for the repair of the flat tire(s) up to twenty dollars (\$20.00) per tire.
2. Tire Replacement – You will be covered for a replacement tire should the tire become non-repairable due to impact breaks, snags, punctures, or other Road Hazards up to one hundred dollars (\$100.00) for each tire replacement per occurrence up to a maximum aggregate of four hundred dollars (\$400.00) during the term of this contract. Your tire must have more than 3/32" tread depth remaining to be eligible for cover-age. Important: You will be covered for the cost of a new tire as shown on the sales invoice up to \$100.00.
3. Replacement will be with a tire of like kind, quality, and cost of the original tire as determined by reasonable and customary retail prices available from reputable national vendors.

WE WILL NOT PAY BENEFITS FOR:

1. Tires that have 3/32" or less tread depth remaining.
2. Repair or replacement covered by the manufacturer, or other warranty, or customer's primary insurance coverage.
3. Replacement exceeding the manufacturer's vehicle specification or when the manufacturer, by public announcement or recall, establishes the responsibilities for the replacement for any manufacturer's defect.
4. Damage caused by negligence, abuse, misuse, collision, manufacturer's defect, curb impact, valve or rim leaks, improper installation, dry rot in either sidewall or tread, tire chains, racing or off-road use, vandalism, malicious mischief, chain damage, fire or theft.
5. Vehicles other than on-road passenger or re-capped tires.
6. Failure occurring from operating on any surface other than federal, state, country, city or municipally paved roads or highways.
7. Vehicles with off-road tires and wheels.
8. Vehicles that are truck rated more than one (1) ton.
9. Vehicles that are used for commercial purposes, including but not limited to vehicles used for pick-up and delivery service, shuttle, hauling, towing, road repair service, construction service, dealer service, snow removal or any other commercial use.
10. Vehicles used for racing, rentals, dealer loaner, limousine, taxi, police car or other emergency use.
11. Vehicles registered and/or other normally operated outside the continental United States or America, Alaska, Hawaii, Canada and Mexico.
12. Tires and/or wheels that do not meet the manufacturer's recommended specifications of your vehicle.
13. Misuse occasioned from driving on tires that are over inflated, under inflated or flat.
14. Replacement not pre-authorized by us prior to its replacement.
15. Any consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of your vehicle, the replacement of which are covered under the terms and conditions of this contract.
16. Replacement of a tire if wheels are bent and cause vibration, yet tire holds air and is not damaged.
17. Any and all additional fees and taxes including mounting, balancing, new valve stems, wheel weights and sales tax.

Pre-authorization for all Tire Hazard service is required. To obtain reimbursement under Tire Hazard Protection Coverage you must:

Auto Knight reserves the right to inspect all damaged tires prior to issuance of a claim authorization number. You must call toll-free 1-888-246-2014 for authorization. After a claim number has been issued by Auto Knight, proceed by having all covered repairs performed at your Selling Dealership or licensed repair facility. For reimbursement under this coverage, up to the benefit limit, you must provide Auto Knight the following:

1. A completed Auto Knight Tire Hazard Claim Form.
2. A copy of your original warranty service contract.
3. A copy of the original repair order containing your Selling Dealership's or licensed repair facility's pre-printed name, address and telephone number. Please note the repair order must confirm in writing by your Selling Dealership or licensed repair facility the tread depth remaining on the covered tire.
4. The repair order must also include the Year, Make, Model, VIN and the current odometer reading of your vehicle as well as the tire brand, model and size.
5. All documents must be provided to Auto Knight within forty five (45) days after your claim number has been issued. Please mail all documents to Auto Knight Motor Club, Inc., 43100 Cook Street, Suite 200, Palm Desert, CA 92211.
6. If pre-authorization is not obtained or steps 1 through 4 are not followed, Auto Knight may deny your claim. All payments by Auto Knight for authorized claims will be made to the customer.

### ARBITRATION

**READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

As used in this Provision, "**You**" and "**Your**" mean the person or persons named in this Service Plan, and all of his/her heirs, survivors, assigns and representatives. And, "**We**" and "**Us**" shall mean the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees, and employees of any of the foregoing entities.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in **AGREEMENT**, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Service Plan or any prior Service Plan, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("**Claim**"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("**AAA**") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to **You** either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether **You** or **We** will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.**

This Arbitration Provision shall inure to the benefit of and be binding on **You** and **Us** and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Service Plan.

**You** agree that any arbitration proceeding will only consider **Your Claims**. **Claims** by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your Claims**.

**YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION**



NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

#### TRANSFER OF YOUR AGREEMENT

This Agreement is subject to transfer, reassignment or sale. It is Your responsibility to notify Us in the event this Agreement has been transferred to a subsequent owner stating the name, address and telephone number of the purchaser.

This provision is only available if You are the original Agreement purchaser. Your rights and duties under this Agreement may only be assigned if You sell Your Vehicle directly to another individual (excluding dealer trade-ins) and We receive Your written notification, as noted above, within thirty (30) days from the date of sale to the subsequent owner and upon payment to Us of a fifty dollar (\$50) transfer fee, Unless contrary to state law, insurance subrogation is waived by all parties (For Florida residents only, the transfer fee is forty dollars (\$40)). For Agreements sold as New Coverage, there may be certain criteria required by Your manufacturer (including transfer of the powertrain coverage) in order for the powertrain coverage to remain in effect and in order for the transfer to be considered valid. Agreements purchased on a payment plan must be paid in full or payment obligations assigned to new Vehicle owner prior to transfer. Confirmation of the transfer acceptance by Us is required before coverage for the new owner is effective.

The coverage provided by this Agreement cannot be renewed. This Agreement is only transferable if You are the first retail purchaser of this Agreement, and if required verification of the transfer of the vehicle's manufacturer's warranty is attached. Otherwise this Agreement IS NOT transferable to any subsequent purchaser.

#### CANCELLATION OF YOUR AGREEMENT

1. You may cancel this AGREEMENT by returning it to the Seller or directly to Us. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If You cancel this AGREEMENT within the first thirty (30) days, WE will refund the entire AGREEMENT Purchase Price, less any claims paid. If this AGREEMENT is canceled after the first thirty (30) days, WE will refund the unearned AGREEMENT Purchase Price to You calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the AGREEMENT was in force or the number of miles the VEHICLE was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75) and deducting all incurred Claims, except where state law provides otherwise. In the event of cancellation, the Lienholder identified on the DECLARATION PAGE, if any, will be named on a cancellation refund check as its interest may appear.
2. WE may cancel this AGREEMENT based on one or more of the following reasons: (A) non-payment of the AGREEMENT Purchase Price; (B) a material misrepresentation made by You; or (C) a substantial breach of duties by You under the AGREEMENT relating to the VEHICLE or its use. If this AGREEMENT is canceled by Us, WE will refund the unearned AGREEMENT Purchase Price to You calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the AGREEMENT was in force or the number of miles the VEHICLE was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75) less all Claims incurred. In the event of cancellation, the Lienholder identified on the DECLARATION PAGE, if any, will be named on a cancellation refund check as its interest may appear.
3. If the VEHICLE and this AGREEMENT have been financed, the Lienholder shown on the DECLARATION PAGE may cancel this AGREEMENT for non-payment or if the VEHICLE is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this AGREEMENT to the Lienholder or otherwise entitle the Lienholder to performance under this AGREEMENT.
4. If this AGREEMENT was financed or purchased on a payment plan (by a funding company) the Finance Company or Funding Company shall be entitled to any refunds resulting from cancellation of this AGREEMENT for repossession of YOUR VEHICLE, total loss of YOUR VEHICLE or cancellation prior to balance being paid in full. Failure to make monthly payments in a timely manner may result in cancellation of this AGREEMENT and no refund will be due.

Note: We agree to pay on behalf of the Seller, the unearned refund based on consideration received from the

**Seller.** The **Seller** agrees to pay the unearned portion of the commission originated from the sale of this **Agreement**. Neither the **Seller's Administrator**, claims service, nor the **Seller's** insurer can be held liable for return of the **Seller's** commission or any part thereof as paid under this **Agreement**.

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SAMPLE

**TRANSFER / CANCELLATION APPLICATION**

To transfer and or cancel this Agreement, complete the following and mail a photocopy of the front of

this Agreement to: Ensurety, Inc.  
10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256.

Please mark one of the following:  TRANSFER  CANCELLATION

Please transfer / cancel the remainder of the Agreement. I am transferring / canceling this Agreement in accordance with the provisions stated in the Agreement. In order to transfer, I am enclosing with this application a fifty dollar (\$ 50) check or money order made payable to Ensurety, Inc., (For Florida residents only, the transfer fee is \$40). I understand that if this Agreement has been financed through a payment plan and there is an outstanding balance owed, that the balance must be paid to keep this Agreement in force. If I still choose to transfer this Agreement, I will contact the payment plan company and transfer the payment plan account obligations to the new owner of the Vehicle identified in the application below.

Date of Transfer / Cancellation \_\_\_\_\_  
Name of New Owner \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Odometer Mileage at date of Transfer / Cancellation \_\_\_\_\_

Verification that the Vehicle has been maintained as required by this Agreement must be supplied by Original Agreement Holder to Vehicle purchaser. Application must be received within 30 days of the transfer / cancellation date. Transfer will be considered to be valid when Vehicle purchaser receives confirmation letter from Administrator or Service Agreement Provider.

\_\_\_\_\_  
Signature of Vehicle Purchaser (if transferring)      Date  
\_\_\_\_\_  
Signature of Original Agreement Holder (if transferring)      Date  
\_\_\_\_\_  
Signature of Agreement Holder or representative of lien holder (if cancelling)      Date      Phone  
\_\_\_\_\_  
Signature of authorized representative of Seller (if cancelling)      Date      Title

## PRIVACY POLICY

The trust of our customers is our most valuable asset. We safeguard that trust by keeping nonpublic personal information about customers in a secure environment and using that information in accordance with this Privacy Policy. Below is our privacy pledge to our customers:

### *Information We May Collect*

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you (or is provided to us on your behalf) on applications and other forms, such as your name, address, telephone number, employer, and income;
- Information about your transactions with us or other nonaffiliated parties, such as your name, address, telephone number, age, insurance coverage, transaction history, claims history and premiums;

### *Information We May Disclose and To Whom We May Disclose Information*

The nonpublic personal information we may collect as described above may be disclosed in order to deliver products and services to you, provide customer service or administer your account.

### *Disclosures Permitted by Law*

We may disclose all of the nonpublic personal information described above, as permitted by law. For example, we may use affiliated and nonaffiliated parties to perform services for us, such as providing customer assistance, handling claims, protection against fraud and maintaining software for us. We also may disclose information in response to requests from law enforcement agencies or State insurance authorities.

### *Information Regarding Former Customers*

We do not disclose nonpublic personal information about former customers or customers with inactive accounts, except in accordance with this Privacy Policy.

### *Our Security Procedures*

We restrict access to nonpublic personal information about you to those employees whom we determine have a legitimate business purpose to access such information in connection with the provision of products or services to you. We employ security techniques designed to protect our customer data. We provide training and communications programs designed to educate employees about the meaning and requirements of our strict standards for data security and confidentiality.

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INTENTIONALLY LEFT BLANK**