



Service Contract

CUSTOMER		VEHICLE INFORMATION			TIRE INFORMATION:	
		Make	Model	Year	Brand: _____ Qty: _____ Type: _____ Size: Front: _____ Rear: _____	
SOLD BY		VIN		Odometer Reading	DOT Numbers:	
INVOICE NUMBER	PURCHASE DATE	PURCHASE PRICE	3 YEAR TERM FROM INVOICE DATE			

COVERAGE

- **TIRE REPAIR ASSISTANCE-** If, during the Contract Term, an Eligible Tire is damaged due to a covered Road Hazard, if in Our opinion, it can safely be repaired, the Tire will be repaired per manufacturer’s guidelines at any Participating Dealer. The Participating Dealer will be reimbursed up to twenty-five dollars (\$25.00) to have the tire repaired. The Coverage will remain in effect for the repaired Tire for the remainder of the Certificate Term.
- **TIRE REPLACEMENT ASSISTANCE-** If, during the Contract Term, an Eligible Tire is damaged due to a covered Road Hazard and in Our opinion, it cannot safely be repaired per manufacturer’s guidelines, the Tire will be replaced by the Participating Dealer with an exact make/model of Tire if available. If not available, a comparable quality tire will be installed. The Participating Dealer will be reimbursed up to the original purchase price of the tire or the replacement tire cost, whichever is less. You are responsible for any additional charges including, but not limited to, mounting, balancing, valve stems and any miscellaneous fees. The maximum benefit under this Contract cannot exceed the original cost of the Eligible Tire (said limit referred to as the “Contract Benefit Limit”) during the Contract Term. An Eligible Tire replaced under this Contract must be surrendered at the time of replacement. **If You want Road Hazard Coverage on the replacement tire, You must purchase a new Contract.**

EXCLUSIONS

THIS CONTRACT WILL NOT PAY OR REIMBURSE FOR:

1. **PRE-EXISTING DAMAGE(S) UNLESS THE CONDITION IS KNOWN OR SHOULD REASONABLY BE KNOWN BY US OR THE PERSON SELLING THIS CONTRACT ON OUR BEHALF.**
2. **ROAD HAZARD CLAIMS WHEN ANY PART OF THE DAMAGED TIRE TREAD THAT COMES IN CONTACT WITH THE ROAD HAS A TREAD OF 3/32” OR LESS.**
3. **LOSSES RESULTING FROM ANY OF THE FOLLOWING: COLLISION, VANDALISM, SNOW CHAINS, THEFT, MALICIOUS MISCHIEF OR OTHER BAD ACTS OF OTHERS, SEVERE WEATHER RELATED, ACTS OF GOD, FLOODS, FIRES, MANUFACTURER DEFECTS, RACING TIRES OR DUE TO RACING, DRIVING OFF-ROAD OR ON UNPAVED ROADS, MECHANICAL OR STRUCTURAL DEFECTS OF THE VEHICLE, WILLFULL ABUSE, NEGLIGENCE, DRY ROT, COSMETIC DAMAGE OR DAMAGE THAT DOES NOT AFFECT THE STRUCTURAL INTEGRITY OF THE TIRE, TIRE PRESSURE MONITORING SYSTEMS, OR NORMAL WEAR AND TEAR.**
4. **VEHICLES USED COMMERCIALY, INCLUDING THOSE USED FOR COMPETITIVE DRIVING OR RACING. “COMMERCIAL USE” VEHICLES INCLUDE THOSE VEHICLES USED TO CARRY GOODS OR PASSENGERS FOR COMPENSATION, INCLUDING, BUT NOT LIMITED TO, USE OF THE VEHICLE AS A TAXI, FOR LIVERY OR DELIVERY SERVICES OF FOR HIRE WHERE COMPENSATION IS PROVIDED FOR THOSE SERVICES, I.E. - LYFT AND UBER AND THOSE VEHICLES THAT EXCEED A MANUFACTURER’S LOAD RATING CAPACITY OF GREATER THAN ONE TON.**
5. **REPLACEMENT OF A TIRE REPAIRED IN A MANNER OTHER THAN PER TIRE MANUFACTURER GUIDELINES AND INDUSTRY APPROVED METHODS.**
6. **INCIDENTAL, CONSEQUENTIAL OR REMOTE LOSS OR DAMAGE OF ANY SORT, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY RESULTING FROM THE FAILURE OF A TIRE, THE REPLACEMENT OF WHICH ARE COVERED UNDER THE TERMS OF THIS AGREEMENT. YOU SHOULD REPORT THESE EXCLUDED CONDITIONS OR ANY VEHICULAR ACCIDENT OR COLLISION TO YOUR AUTOMOBILE PHYSICAL DAMAGE INSURER.**
7. **NOT AVAILABLE ON A TIRE WHICH HAS AN ORIGINAL COST IN EXCESS OF \$600.**

DEFINITIONS

Administrator, Obligor, We, Us, Our: Refers to AutoXcel Corporation*, 272 N. Front Street, Suite 500, Wilmington, NC 28401, (877) 340-4227.
Contract: This Service Contract.

Damage: Refers to when a Tire fails and will no longer hold air due to contact with a valid Road Hazard. A puncture or cut in the Tire, bulge in the sidewall, or an impact break are examples of damage that occur that evidences contact with a Road Hazard.

Dealer: The seller of the Tire as identified by name and address on the Original Receipt and from whom You purchased this Contract.

Deductible: There is no Deductible with this Contract.

Eligible Tire/Tire: Refers to the tire You purchased, as listed on the Original Receipt.

Original Receipt: Means the original purchase receipt for the Tire for which this Contract was issued. The Original Receipt is incorporated herein by reference.

Participating Dealer: A TireHub supplied retailer that participates in the TireHub Road Hazard program selling tires covered by a TireHub Road Hazard program.

Repair Facility: A licensed Repair Facility (licensed as a retail merchant to perform mechanical repairs) authorized by the Administrator to perform repair services.

Road Hazard: Refers to **Damage** that results from a **Tire’s** contact/impact with an item in a roadway that is not normally found on a paved road or highway. For example, nails, bolts, potholes and glass are not part of the structure of the roadway. The Road Hazard must occur during normal driving on a road maintained by the state or local authority.

Term: means the length of the Term of this Service Contract.

Vehicle: Refers to the **Vehicle** identified on the **Original Receipt** as identified by the year, make, model and VIN number.

You/Your: Refers to the purchaser named on the Original Receipt or the person to whom this Contract was properly transferred, otherwise known as the Customer.

HOW TO FILE A CLAIM

IF YOUR TIRE IS DAMAGED, TAKE THE FOLLOWING STEPS:

1. **Except for situations that occur outside of the Obligor’s claims hours, You must call the Administrator at 844-340-4227, prior to any repair or replacement.** The Obligor or those assigned by Us has the right to inspect any Tire prior to claim authorization or replacement.
2. Take the **Vehicle** to the **Dealer** or a **Participating Dealer** if the **Tire** sustains **Damage** due to a **Road Hazard** and the **Participating Dealer** will verify the damage is due to a **Road Hazard** as defined above.
3. If you are unable to return to the **Dealer** or a **Participating Dealer**, take your **Vehicle** to a **Repair Facility** and call the **Administrator** at **844-340-4227**.
4. The **Dealer** or a **Participating Dealer** will submit the claim to the **Program Administrator**. You must provide the **Dealer/Participating Dealer** or **Repair Facility** with this Contract and the **Original Receipt**.
5. If the **Tire** is found to be eligible for the benefits of this Contract, the **Tire** will be repaired or replaced as described under **Coverage**.
6. **EMERGENCY REPAIRS-** If **Damage** occurs outside of the **Administrator’s** business hours, you may proceed with repair and/or replacement. For reimbursement, You must: (1) go to the Dealer or a Repair Facility, (2) provide legible copies of this Contract, the Original Receipt and any receipts, invoices or work orders indicating the repair or replacement, (3) if replaced, the Damaged Tire must be retained AND You must provide a photograph of the Tire tread, the Tire Damage, and the Tire DOT with a time and date stamp from the Dealer or Repair Facility, and (5) call the **Administrator** at **877-340-4227** within two (2) business days from the date of the repair. There is no guaranteed eligibility.
7. All claims must be submitted and documentation provided, including a copy of this Contract, the Original Receipt, and photographs, receipts, invoices or work orders for the repair/replacement, within 60 days of the date the **Damage** occurred. Claim **Coverage** is based upon the accuracy of the information provided by **You**.
8. **You** are responsible for any item not covered by this Contract.

THE COVERAGE OF THIS CONTRACT IS SECONDARY TO ANY OTHER MOTOR CLUB CONTRACTS AND/OR VEHICLE SERVICE CONTRACTS YOU MAY HAVE PURCHASED THAT PROVIDE COVERAGE OR REIMBURSEMENT FOR DAMAGED TIRES.

THE ADMINISTRATOR RESERVES THE RIGHT TO DENY ANY CLAIM SUBMITTED WITH FALSE OR MISLEADING INFORMATION, OR IF THE DOCUMENTATION DOES NOT SUBSTANTIATE THE CLAIM, IDENTIFY THE ORIGINAL PURCHASER, VEHICLE, TIRE, CONTRACT OR IF YOU ARE UNABLE TO PROVIDE THE ORIGINAL INVOICE.

PROVISIONS OF THIS CONTRACT

This Contract is between **Us** and **You**, and is subject to all the terms and conditions contained herein.

- 1. CONTRACT TERM- Coverage** under this **Contract** begins on the Purchase Date of the **Eligible Tire** as shown on the **Original Receipt**, and will expire three (3) years from the date of purchase, or until any part of the Tire tread that comes into contact with the road has a tread depth of 3/32" or until the Eligible Tire is replaced, whichever comes first.
- 2. SUBROGATION-** If **We** pay anything under this **Contract** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. You will do whatever is reasonably necessary to enable **Us** to enforce these rights.
- 3. LIMITS OF LIABILITY- Coverage** under this **Contract** is limited to the following:
 - Tires will only be eligible to the extent referenced in this Contract.
 - This Contract does not include Roadside Assistance options other than what is stated in this Contract.
- 4. TRANSFERS-** This **Contract** is not transferrable.
- 5. CANCELLATION-** **You** may cancel this **Contract** at any time for any reason by submitting a written request to the **Dealer** or **Administrator** with a copy of **Your Contract**. **You** may cancel this **Contract** within sixty (60) days of the **Contract** purchase date and you will receive a full refund. After sixty (60) days, the **Contract** may be cancelled for a pro rata refund of the **Contract** Purchase Price based on the term remaining on the **Contract**. Any refund owed will be paid within thirty (30) days from the date the **Obligor** or **Dealer** receive notice of cancellation. A ten-percent (10%) penalty per month will be added to any refund that is not paid within thirty (30) days of return of the **Contract** to the **Dealer** or **Administrator** for cancellation.
- 6. NON-RENEWABLE-** This **Contract** is non-renewable.
- 7. PURCHASE NOT REQUIRED-** Purchase of this **Contract** is not required to purchase **Tires**.

OBLIGATIONS

THIS IS NOT AN AUTOMOBILE PHYSICAL DAMAGE OR AUTHOMOBILE LIABILITY INSURANCE CONTRACT. Our obligations under this **Contract** are insured under a reimbursement insurance policy issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. Tel: (800) 888-2738, except in California, Georgia, Florida, New York and Wisconsin. In California, Our obligations under this Contract are insured under an insurance policy issued by Response Indemnity Company of California, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. Tel: (800) 888-2738. In Georgia, Our obligations under this Contract are insured under an insurance policy issued by Insurance Company of the South, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. Tel: (800) 888-2738. In New York and Wisconsin, Our obligations under this Contract are insured under an insurance policy issued by Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. Tel: (800) 888-2738. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, you may file a claim directly with the applicable Insurance Company at the above address or phone number.

ARBITRATION

TO THE FULLEST EXTENT PERMITTED BY LAW (INCLUDING, WITHOUT LIMITATION, THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ.), ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, BREACH THEREOF, WILL BE SETTLED BY BINDING ARBITRATION. ANY SUCH ARBITRATION SHALL BE IN ACCORDANCE WITH, AND GOVERNED BY, THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. BY THIS AGREEMENT TO ARBITRATE, THE PARTIES FULLY AND ENTIRELY WAIVE THEIR RIGHTS TO HAVE A JURY AND/OR JUDGE DETERMINE THE FACTS AND LAW REGARDING THE DISPUTE. CLASS ACTION WAIVER. ALL CLAIMS MUST BE BROUGHT SOLELY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, REPRESENTATIVE ACTION, MASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR ACTION ON BEHALF OF THE GENERAL PUBLIC, OR SIMILAR PROCEEDING (ANY SUCH ACTION IS REFERRED TO HEREIN AS A "CLASS ACTION"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. THE PARTIES, INCLUDING YOU, EXPRESSLY WAIVE ANY RIGHT OR ABILITY TO BRING, ASSERT, MAINTAIN, OR PARTICIPATE AS A CLASS MEMBER IN ANY CLASS ACTION IN COURT, ARBITRATION, OR ANY OTHER FORUM, AND THE RIGHT FOR ANYONE TO DO SO ON YOUR BEHALF. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON OR ENTITY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY CLASS ACTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO COMBINE OR

AGGREGATE MULTIPLE PERSONS' OR ENTITIES' CLAIMS OR DISCOVERY, TO CONDUCT A CLASS ACTION OR TO MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. THIS AGREEMENT TO ARBITRATE IS EFFECTIVE:

- (1) REGARDLESS OF ANY PROVISION IN THIS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES;**
- (2) AS TO ALL CLAIMS, WHETHER OR NOT THEY ARE AUTHORIZED BY STATUTE OR BY COMMON LAW OR BY PUBLIC POLICY;**
- (3) AS TO ALL TYPES OF DAMAGES AND TYPES OF OTHER RELIEF (INCLUDING, FOR EXAMPLE: SPECIAL, CONSEQUENTIAL, INCIDENTAL, RESTITUTIONARY, PENALTY, AND PUNITIVE DAMAGES; EQUITABLE RELIEF; AND DECLARATORY RELIEF);**
- (4) AS TO ALL ISSUES REGARDING WHETHER PROVISIONS OF THIS CONTRACT MAY OR MAY NOT BE ENFORCED (INCLUDING, FOR EXAMPLE, ISSUES OF FRAUD AND MISREPRESENTATION);**
- (5) AS TO ANY AND ALL QUESTIONS OF WHETHER THE ISSUES IN DISPUTE MAY BE ARBITRATED (ALL QUESTIONS OF ARBITRABILITY OF THE ISSUES ARE FOR THE ARBITRATOR(S) TO DECIDE); AND**
- (6) REGARDLESS OF WHETHER A PROCEDURE INVOLVING OTHER PERSONS, SUCH AS A CLASS ACTION, MIGHT BE AVAILABLE IF THE MATTER WERE BROUGHT IN ANY COURT. A JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.**

EMERGENCY ROADSIDE ASSISTANCE SERVICE

This Contract provides **You** with complimentary roadside assistance twenty-four hours a day/three hundred sixty-five days a year anywhere in the United States (including Alaska, Hawaii & Canada), beginning on the purchase date shown on **Your Original Receipt** and terminating per the **Contract Term** referenced above. The following non-accident-related services are available up to a maximum benefit of one hundred dollars (\$100.00) per occurrence and **You** will only have to pay for any non-covered expenses or Costs in excess of this amount. **Only one roadside assistance occurrence for service will be accepted during the Contract Term:**

- A. FLAT TIRE ASSISTANCE-** Service consists of the removal of the flat tire and its replacement with the spare tire located with the Vehicle.
- B. TOWING ASSISTANCE-** When towing is necessary, the Vehicle will be towed to the Dealer if **You** are within twenty-five (25) miles of the disablement site. If the disablement site is further than twenty-five miles from the Dealer, the Vehicle will be towed to the nearest qualified Repair Facility or any location specified by **You**. All roadside assistance services are provided by **Auto Knight Motor Club, Inc., 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (844) 246-2014.** **FOR ROADSIDE ASSISTANCE, CALL (844) 246-2014,** and a service provider will be dispatched for **Your** assistance. **IMPORTANT:** Please be with **Your Vehicle** when the service provider arrives unless it is unsafe to remain with the **Vehicle**, as they cannot service an unattended **Vehicle**. In the event service is not obtainable through Auto Knight Motor Club, Inc., **You** will receive an authorization number to receive a refund of payments made according to **Your** benefit and coverage limits for services received independently. **You** must first contact Auto Knight Motor Club, Inc., for authorization to obtain independent services.

STATE EXCLUSIONS

The following provisions also apply if this **Contract** is purchased in the following states. All applicable state statutes, rules, and provisions applicable to **You** apply even if they are not listed. In the event of any conflict as to a state specific item and any provision of the **Contract** set forth above, the state specific section controls, but not to reduce a benefit or timeline for favorable to the **Contract** holder.

- ALABAMA:** The **Contract** will be governed under the laws of the State of Alabama.
- ARIZONA:** Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us** or seek remedy available thereto, with the Arizona Department of Insurance.
- ARKANSAS:** Obligations of the **Obligor** under this **Contract** are insured under a reimbursement insurance policy. **ARBITRATION** clause is non-binding and voluntary.
- CALIFORNIA:** This Agreement is Not an Insurance Contract. AutoXcel VSC Provider License # 0H78612. A **Pre-Existing Condition** is a condition that existed prior to the purchase of the **Contract**. **ARBITRATION** is amended to add: The arbitrators shall not have the power to commit errors of law or legal reasoning and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. **OBLIGATIONS** is revised as follows: Performance to **You** under this **Contract** is insured by a California approved insurance company. **You** may file a claim with the insurance company if any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is listed in this section. If **You** are not satisfied with the insurance

company's response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

COLORADO: Lyndon Southern Insurance Policy No. AXCEL. Obligations of the Obligor under this **Contract** are insured under a reimbursement insurance policy.

CONNECTICUT: Under Regulations of Connecticut State Agencies 42-260-3, **We** are required to make reasonable efforts with **You** to resolve disputes regarding this **Contract**. If **You** and **Us** cannot reach an agreement, **You** may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. If the **Contract** is less than one (1) year, the coverage is automatically extended if the product is being repaired when the **Contract** expires. In-home service is not provided.

GEORGIA: Pre-existing Conditions known to **You** are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate. **ARBITRATION** is amended as follows: In the event of a dispute, **You** and **Obligor** shall have the opportunity to submit the dispute to voluntary arbitration. Upon a written request for arbitration, the non-requesting party shall have the option to accept the request for arbitration. If the request for arbitration is accepted, each party shall select an arbitrator and the two arbitrators shall select and umpire. The majority decision of the arbitrators and the umpire is nonbinding. Each party shall bear their own costs and share equally the cost of the umpire unless the award specifies otherwise. In the event either party chooses not to participate in arbitration, which consent to participate must be evidenced by written confirmation separate from this **Contract**, there will be no negative effect and it will be the equivalent of no promise to participate in arbitration.

IDAHO: Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: Coverage covers Damage due to Road Hazards and damage as a result of operational or structural failure due to a defect in material or workmanship of the tire.

INDIANA: Your proof of payment to the **Dealer** for this **Contract** shall be considered proof of payment. This **Contract** is not insurance and is not subject to Indiana insurance law. **Obligations of the Obligor** under this **Agreement** are insured under a reimbursement insurance policy.

IOWA: If **You** cancel this **Contract** **We** will mail written notice of termination to **You** within fifteen (15) days. Iowa residents only may contact the Iowa Insurance Commissioner at: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315 (515) 654-6600. This **Contract** is subject to applicable provisions of the Iowa Consumer Credit Code, Chapter 537. **Obligations of the Obligor** under this **Contract** are insured under a reimbursement insurance policy.

LOUISIANA: This **Contract** is not insurance and is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding this **Contract** may be directed to the Louisiana Attorney General. The **ARBITRATION** section is voluntary and non-binding.

MARYLAND: The cost of tear down and diagnostics are included with loss covered by this **Contract**. **ARBITRATION** is deleted in its entirety. This **Contract** will be extended automatically if the **Obligor** fails to perform the services under the **Contract** and it will not terminate until the services are provided in accordance with the terms of the **Contract**.

MASSACHUSETTS: The **Obligor** of this **Contract** is the **Dealer** listed on the **Original Receipt**.

MISSISSIPPI: IMPORTANT NOTICE ABOUT YOUR COVERAGE: (a) This **Contract** includes a binding **ARBITRATION** agreement. (b) The **ARBITRATION** agreement requires that any dispute related to **Your** coverage must be resolved by Arbitration and not in a court of law. (c) The results of the Arbitration are final and binding on **You** and **Us**. (d) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions. (e) When **You** become a **Contract** holder under this **Contract**, **You** must resolve any dispute related to the **Contract** by binding arbitration instead of a trial in court, including a trial by jury. (f) Binding arbitration generally takes the place of resolving disputes by a judge and jury. (g) Should **You** need additional information regarding the binding arbitration provision in this **Contract**, **You** may contact (877) 340-4227.

MISSOURI: *AutoXcel operates as AutoXcel Corporation d/b/a Dynamic Dealer Programs, Inc. in the state of Missouri. The applicable free-look time period on this **Contract** shall only apply to the original **Contract** holder. If the **Contract** holder cancels the **Contract**, written notice of such cancellation will be delivered to the **Contract** holder by registered mail within forty-five (45) days of the date of termination.

NEBRASKA: ARBITRATION is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this **Contract**, by a person covered under this **Contract** against **Us** or **Us** against a person covered under this **Contract**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this section shall be subject to the following: (1) No arbitrator shall have the authority to award punitive damages or attorney's fees; (2) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a

member of a class; and (3) No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA: If **You** are not satisfied with the manner in which **We** are handling the claim on the **Contract**, **You** may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234 or <http://doi.nv.gov/>. This **Contract** will not cover any unauthorized or non-manufacturer recommended modifications to the **Vehicle**, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the **Vehicle** is modified or repaired in an unauthorized or non-manufacturer recommended manner, **We** will not automatically suspend all coverage. Rather, this **Contract** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Contract**.

NEW HAMPSHIRE: In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at: 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301. **ARBITRATION** is subject to N.H. Rev. Stat. 542.

NEW MEXICO: The right to void this **Contract** is not transferable and applies to only the original **Contract** holder. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

NEW YORK: If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other required receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. **Obligations of the Obligor** under this **Agreement** are insured under a reimbursement insurance policy.

OHIO: In the event **You** cancel this **Contract** and no refund is received, **You** may contact the insurance company indicated in **OBLIGATIONS** of this **Contract** for **Your** refund. This **Contract** is not an insurance policy and is not subject to the insurance laws of this state.

OKLAHOMA: AutoXcel's Oklahoma service warranty association license is 44201443. Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.

OREGON: If **You** have any questions regarding this **Contract**, or a complaint against the **Obligor**, **You** may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit, 350 Winter Street NE, Room 300, Salem, OR 97301 (888) 877-4894. For reimbursement for emergency repairs please call Our Claims Department at (877) 340-4227 on the next normal business day during business hours for instructions. The **ARBITRATION** section is deleted in its entirety.

SOUTH CAROLINA: If **You** have any questions regarding this **Contract**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

TEXAS: AutoXcel Corporation's Texas Service Contract Provider License No. is 623. If **You** have any questions regarding the regulation of this **Contract** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 (800) 803-9202.

UTAH: AutoXcel Corporation is the **Administrator** and **Obligor** under this **Contract**. Coverage provided under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association. This **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

ARBITRATION is amended as follows: Any matter in dispute between **You** and **Obligor** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Obligor**. Any decision reached by arbitration shall be binding upon both **You** and **Obligor**. 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. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the

limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

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

WASHINGTON: Our performance under this **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in **OBLIGATIONS** (Policy No. 46AXCEL). If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. **ARBITRATION** section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent resident.

WISCONSIN: In the state of Wisconsin preauthorization of repair work is required by **Us**. However, if extenuating circumstances prevent **You** from obtaining preauthorization, **We** will not deny a claim based solely on the lack of preauthorization. **We** have the right to subrogation collections, but only after **You** have been made whole and are fully compensated for damages. The **ARBITRATION** section is deleted in its entirety. **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

WYOMING: **ARBITRATION** is deleted in its entirety.