# **KEY PROTECT**

KEY		
NEI		

CUSTOMER				
BUYER		CO-BUYER		
ADDRESS		CITY	STATE	ZIP
EMAIL		CELL PHONE	ALTERNATE	PHONE
COVERED UNIT				
YEAR MAKE	MODEL	VIN / SERIAL NUMBER		MILEAGE
SELLING DEALER				
DEALER NAME		PHONE		
ADDRESS		CITY	STATE	ZIP
LIENHOLDER				
LIENHOLDER NAME		PHONE		
ADDRESS		CITY	STATE	ZIP
SERVICE CONTRACT I	NFORMATION			
Contract Term:		Annual Aggregate:		
Date of Sale:		Purchase Price:		
Number of Key/Key Fob(s) a	t Unit Delivery:			
I (Customer), whose signa	ature appears below, acknowled conditions and u	ge that the information contained above is numberstand and agree to all provisions herei	true and correct. I have	e read the terms and
BUYER SIGNATURE	DATE	DEALER REPRESENTATIVE SIG	GNATURE	DATE
CO-BUYER SIGNATURE	DATE	DEALER REPRESENTATIVE NA	AME	

This Service Contract (Contract) is between the Customer (Contract Holder, You, Your, or I) and Portfolio Services Limited, Inc. (We, Us, or Our). The Contract provides for replacement of the Covered Unit's (Unit) keys/key fobs which become lost, stolen, or destroyed during the term of this Contract. This Contract is optional, and is not required to purchase, lease, or obtain financing of the Unit. This Contract contains an arbitration provision which may affect Your legal rights, unless You live in a state that prohibits such provisions. Please review the arbitration provision as well as the State Provisions section for Your specific state (if Your state is included) to determine whether Your legal rights are affected.

THIS CONTRACT IS NOT AN INSURANCE CONTRACT. IT IS A CONTRACT BETWEEN YOU AND THE PROVIDER. ALL OBLIGATIONS AND LIABILITIES FOR REPAIRS COVERED BY THIS CONTRACT ARE THOSE OF THE PROVIDER. THE PROVIDER'S OBLIGATIONS ARE INSURED UNDER AN INSURANCE POLICY AS STATED IN THE OBLIGATIONS SECTION.

AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS

CLAIMS TOLL FREE – (877) 705-4001

ROADSIDE ASSISTANCE – (855) 215-1933

Page 1 of 7 KEY (01/22)

#### WHAT IS COVERED

### **KEY PROTECT**

In the event Your Unit's key/key fob is lost, stolen, or damaged and will not work, We will pay a repair facility, or at Our option, reimburse You the Covered Cost to repair or replace Your key/key fob, including programming (if applicable), not to exceed the Annual Aggregate listed on the front of this Contract per 12-month period. Covered Costs for the purposes of this Contract are the customary parts and labor costs required to repair or replace the covered key/key fob, not to exceed the manufacturer's suggested retail price for a replacement key/key fob. We reserve the right to use "like kind and quality" keys/key fobs for replacement. Prior authorization from the Administrator is required for key replacement.

Exclusions: (a) any replacement made without the Administrator's prior authorization, (b) any Covered Cost or key replacement for which the manufacturer has announced responsibility through any means, including recalls or factory service bulletins, (c) any replacement cost covered by a repairer's/supplier's guarantee or warranty, (d) any key replacement for a unit other than the covered Unit, or any key replacement for a key/key fob that was not received with the Unit at the time of Unit delivery, (e) any consequential damages or loss, whether direct or otherwise, resulting from the failure or loss of a covered Unit key, (f) charges assessed by the Selling Dealer for missing key(s) on the end-of-lease inspection report or any claim filed after the final lease inspection, (g) valet keys or aftermarket devices (such as remote start), (h) any key replacement occurring outside the United States, its territories, or Canada, (i) any unit considered a total loss or salvaged, junk, "gray market", or non-U.S. specification units, units modified and/or used for racing or off-road use, or units used for commercial purposes, (j) exotic units and marine units, (k) **any pre-existing conditions**.

## **EMERGENCY ROADSIDE ASSISTANCE**

The following "sign & drive" benefits are available throughout the United States and Canada, 24-hours a day, 365 days a year, up to a maximum benefit of \$100 per occurrence. For prompt service, simply call (855) 215-1933 (toll free) for any of these benefits: (1) Towing (for tire related incidents and mechanical breakdowns), (2) Jump Starts (weak or dead battery), (3) Tire Changes (with your inflated spare), (4) Fluid Delivery (cost of fluids extra), (5) Lockout Assistance (You pay the cost of the replacement keys), and (6) Concierge Service (emergency phone call support and assistance).

Exclusions: (a) cost of parts, replacement keys, fluids, lubricants, or fuel, cost of installation of products or material, accident related towing or other non-emergency service, (b) mounting or the removal of snow tires or chains, tire repair, winching, (c) trucks over one and a half tons capacity, taxicabs or other commercial units, (d) any Unit in tow, (e) any and all taxes and fines, (f) services on a Unit that is not in a safe condition to be towed, (g) towing or service on roads not regularly maintained such as sand beaches, open fields, forests, and areas designed as not passable due to law, (h) towing at the direction of law enforcement relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law, (i) repeated service calls for a covered Unit in need of routine maintenance or repair, (j) any service available under valid manufacturer's warranty, (k) damage or disablement due to fire or vandalism, (l) service obtained outside of this Emergency Roadside Assistance coverage. This is not a reimbursement program. Services are not available in areas where state providers are exclusively utilized (e.g., state toll roads).

## **HOW TO FILE A CLAIM**

Prior authorization is required for all claims. To initiate a claim, please go to <a href="www.claims.portfolioco.com">www.claims.portfolioco.com</a>. You may also contact Us by email at <a href="proclaims@portfolioco.com">proclaims@portfolioco.com</a>, or by phone at (877) 705-4001. In order to process Your claim, the following documents must be provided: (1) Copy of claim form (if claim was not initiated online); (2) Photos of damage, if applicable; (3) Copy of final customer-signed invoice; and (4) Any other reasonable documentation requested by Us. Please send legible copies of the required documents to: Web <a href="www.claims.portfolioco.com">www.claims.portfolioco.com</a>, E-Mail <a href="proclaims@portfolioco.com">proclaims@portfolioco.com</a>, or mail to Portfolio, Attn: Ancillary Claims Dept., P.O. Box 30308, Cleveland, Ohio 44130.

Emergency Repairs: Emergency repairs are defined to be repairs which, if not performed to Your Unit, would impair the future operation of Your Unit. If emergency repairs covered by this Contract are required outside of normal business hours (i.e., weekend or holiday), You should deliver Your Unit to a licensed repair facility and have the necessary repairs performed on Your Unit at a reasonable and customary charge. To obtain reimbursement for emergency repairs covered by this Contract, You must report the repairs on the next business day, or as soon as reasonably possible, by calling Us at the number listed above.

Claims are not subject to a deductible. Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of repair (if applicable). We reserve the right to inspect all claims. If all documentation is not received within 30 days of the covered repairs, the claim will be denied.

**CANCELLATION:** This Contract may be cancelled at any time. To cancel, please contact the Selling Dealer listed on the front of this Contract or You may contact the Administrator at (833) 823-4500. The Provider may cancel this Contract for (1) nonpayment of the provider fee, (2) material misrepresentation by You to the Provider, or (3) a substantial breach of duties by You relating to the covered Unit or its use. In the event of repossession or total loss, the lienholder may request cancellation of this Contract and shall be the sole named payee. If cancelled during the first 60 days, a full refund less any benefits pending or provided will be paid. If cancelled after the first 60 days, a pro-rata refund will be paid based on the elapsed time relative to the original term, less a cancellation fee of \$50 (where allowed by state law, see state provisions) and any benefits pending or provided. No cancellation fee will be imposed if the Provider cancels this Contract. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Provider or the Selling Dealership receives notice of the request to cancel or sooner if required by state law. If cancelled by the Provider, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law.

TRANSFER: This Contract may be transferred by You to a subsequent private purchaser of the Unit for the remainder of the original term (licensed dealers excluded). This Contract is not transferable to another unit. To transfer, You must submit the following documents to us within 15 days from the Date of Sale; (1) A letter containing the name, address and phone number of the new owner and authorization to transfer; (2) A copy of the bill of sale or other evidence showing change in ownership; and (3) A \$50 transfer fee payable to the Administrator.

DISPUTES REGARDING YOUR CONTRACT: YOU AND WE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THIS CONTRACT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules ("AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at www.adr.org/Rules.) The Federal Arbitration Act will govern the interpretation

and enforcement of this section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Contract is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If You prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to You under the standards for fee shifting provided by law. You agree to arbitration on an individual basis. In any dispute, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims and may not

otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

Page 2 of 7 KEY (01/22)

**CONTRACT TERM:** The Term of this Contract is continuous from the Date of Sale listed on the front of this Contract for the Term listed on the front of this Contract. If no Term is listed on the front of this Contract, then this Contract shall be in effect for 12 months from the Date of Sale.

**ADMINISTRATOR/OBLIGOR/PROVIDER:** The Administrator/Obligor/Provider is Portfolio Services Limited, Inc.,14651 Dallas Parkway, Suite 502, Dallas, TX 75254. Toll Free (877) 705-4001. The mailing address is P.O. Box 30308, Cleveland, Ohio 44130.

**OBLIGATIONS:** This Contract is not an insurance contract. The Provider's obligations under this Contract are insured under a contractual liability insurance policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555. In the event the Provider ceases to operate, is bankrupt or otherwise financially impaired or Your claim or cancellation refund is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Plateau Casualty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 752-8328.

#### STATE PROVISIONS:

**ALABAMA:** The Cancellation section is amended to include the following: If You cancel this Contract within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Contract to the Administrator or Selling Dealer. If cancelled by the Provider, a written notice shall be mailed to the You at Your last known address, at least 5 days prior to cancellation. Written notice is not required if reason for cancellation is nonpayment of provider fee or material misrepresentation by You. The cancellation fee is amended to \$25. Any cancellation refunds due under this Contract may be credited against any outstanding balance on Your account and We will refund the remainder to You. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. If We cancel this Contract for any reason other than non-payment of the purchase price or a material misrepresentation made by You, 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. The Disputes Regarding Your Contract section is amended to include the following: Contracts purchased in the State of Alabama shall be governed by the laws of Alabama.

**ALASKA:** The Obligations section is amended to include the following: If We do not provide, reimburse, or pay for a service that is covered under this Contract within 30 days after You provide proof of loss, You may file a claim directly with Plateau Casualty Insurance Company. The Cancellation section is amended to include the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. The Provider may cancel Your Contract if the reason for cancellation is 1) Nonpayment of provider fee 2) conviction of You of a crime having as one of its necessary elements an act increasing a hazard covered by the service contract 3) fraud or material misrepresentation made by You or a representative in obtaining the service contract or by You in pursuing a claim 4) discovery of grossly negligent act or omission by You that substantially increases the hazards covered by the Contract 5) physical changes in the property covered by the Contract that result in the property becoming becoming becoming in the provider shall mail a written notice to You at Your last known address at least 5 days prior to cancellation. The notice shall state the effective date and reason of the cancellation. Prior notice is not required for nonpayment of the Provider fee, fraud, or material misrepresentation by You in pursuing a claim under this Contract. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 7.5% of the unearned Provider fee, whichever is less.

ARIZONA: The Dealer will perform, or arrange to have performed, any repair services promised within a reasonable time and in a competent and workmanlike manner. Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, you may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Avenue, Suite 261, Phoenix, Arizona 85007, Attn: Consumer Affairs. You may directly file any complaint with the DIFI 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 DIFI, phone number (602) 364-2499. The Cancellation section is amended to include the following: The Provider shall not cancel or void this contract if determined to be issued on any unit excluded under What Is Not Covered. The Provider shall not cancel or void this Contract for pre-existing conditions or exclude pre-existing conditions that were known or that reasonably should have been known by Us or the Selling Dealer selling Dealer or for reasons not within the knowledge or control of the Selling Dealer. The Provider may not cancel this Contract due to acts or omission of the Selling Dealer or for reasons not within the knowledge or diesel autos. Costs or expenses for any mechanical or electrical alterations made to Your Unit are not covered if they are made by You or with Your knowledge and genuine factory parts installed by an authorized factory dealer are not use. If We are entitled to charge a cancellation fee, the fee will not exceed \$50.00 or 10% of the amount paid by You for this Contract, whichever is less. If the Provider does not provide, reimburse, or pay for a service that is c

ARKANSAS: Claims paid or pending will not be deducted from any cancellation refund in this state.

CALIFORNIA: The Provider/Obligor/Administrator section is amended as follows: The Provider/Obligor/Administrator is NWAN, Inc., P.O. Box 30308, Cleveland, Ohio 44130, (800) 810-8458, License #0l48832. The Obligations section is amended as follows: Performance to You under this Contract is guaranteed by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555, which is a California approved insurance company. You may file a claim with Plateau Casualty Insurance Company by calling (800) 752-8328 if any promise made in this Contract has been denied or has not been honored within 60 days after Your request. If You are not satisfied with Plateau Casualty Insurance Company's response, You may contact the California Department of Insurance at (800) 927-4357, or www.insurance.ca.gov. The Cancellation section is deleted in its entirety and replaced with the following: This Contract may be cancelled at any time. You may cancel this Contract by submitting a written request to the Selling Dealer or by contacting the Administrator at (800) 335-8769 and providing the following information: Your Contract number, VIN, and the make, model, and current mileage of Your Unit. If this Contract is cancelled within 60 days of the Date of Sale, a full refund of the Contract Purchase Price will be paid, less the amount of any claims paid or pending. If this Contract is cancelled after 60 days of the Date of Sale, a pro rata refund of the Contract Purchase Price based off the greater of the days in force or the miles driven according to the term of the plan selected and the date coverage begins, less a cancellation fee of \$25 or 10% of the contract purchase price, whichever is less. A like refund will be paid for termination of this Contract if Your Unit is declared a total loss or repossessed. All refunds will be paid to the Lienholder, if any, otherwise to You. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Administrator or Selling Dealer receives notice of the request to cancel or sooner if required by state law. The Provider may cancel this Contract within the first 60 days provided a notice of cancellation, which will state the specific nature for cancellation, is mailed to You postmarked before the 61st day after the sale date. The Contract will then cease to be valid no less than 5 days after the postmark date of notice and a full refund of the purchase price will be paid. If a Provider pays a claim or has advised You in writing that a claim will be paid, then the Provider may deduct the amount of any claims paid prior to Provider cancellation during the first 60 days. The Provider may at any time cancel this Contract if there has been material misrepresentation or fraud at the time of sale or during the Contract term. If cancelled by the Provider for these reasons, notice of cancellation, which will state the specific nature for cancellation, will be mailed to You. If cancelled for these reasons during the first 60 days, You will receive a full refund of the purchase price. If cancelled for these reasons after the first 60 days or if the Provider has paid a claim or has advised You in writing that a claim will be paid during that period, a pro-rata refund will be paid less any claims paid. All refunds for Provider cancellations will be paid within 30 days from the effective date of cancellation. If the Provider cancels the Contract, the Provider will remain liable for any claim that is reported and covered under this Contract, so long as the claim is reported by You prior to the effective date of cancellation. You are deemed to have reported a claim if You completed the first step under the How to File a Claim section. The Provider will not cancel this Contract for a substantial breach of duties by You relating to the Unit or its use. The Disputes Regarding Your Contract section is deleted and replaced with the following: Read the following arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. California Code of Civil Procedure § 1280, et seq., will govern and no federal, local, or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also 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. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

COLORADO: The Provider's obligations under this Contract are insured under a contractual liability insurance policy #1001.

**DISTRICT OF COLUMBIA:** The Cancellation section is amended to include the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. A 10% penalty per month shall be added to a refund of any Contract

Page 3 of 7 KEY (01/22)

which is cancelled within the first 60 days that is not paid or credited within 45 days after return of the Contract to the Selling Dealer. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the gross provider fee paid, whichever is less.

FLORIDA: The rate charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation. The Provider/Obligor/Administrator section is deleted in its entirety and replaced with the following: The Provider of this Contract is Portfolio SE, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254, (833) 487-5446, Florida License number 31865. The sentence on the front page of this Contract "THIS CONTRACT IS NOT AN INSURANCE CONTRACT" and the sentence in the Obligations section "This Contract is not an insurance contract" are deleted in their entirety. The Cancellation section is amended as follows: If You cancel this Contract after the first 60 days, the cancellation fee will not exceed 10% of the unearned pro rata premium, or \$50, whichever is less. We may only cancel this Contract based on one or more of the following reasons: (a) if there has been a material misrepresentation or fraud at the time of sale of this Contract; (b) You have failed to maintain the Unit as described by the manufacturer; (c) the odometer has been tampered with or disabled and the contract holder has failed to repair the odometer; or (d) non-payment of the purchase price by You, in which case the Provider shall provide You notice of cancellation by certified mail. If We or the lienholder cancel this Contract within the first 60 days, then We will refund the entire purchase price. If We cancel this Contract after the first 60 days, then We will refund to You not less than 100% of the unearned paid purchase price calculated on a pro-rata basis equal to the lesser amount produced using either the number of days the Contract was in force or the number of miles the Unit was driven prior to cancellation. If the lienholder cancels this Contract after the first 60 days, then We will refund the unearned purchase price calculated on a pro-rata basis equal to the lesser amount produced using either the number of days the Contract was in force or the number of miles the Unit was driven prior to cancellation, less a cancellation fee not to exceed 10% of the unearned pro rata premium or \$50, whichever is less. The Transfer fee is \$40. The Disputes Regarding Your Contract section is deleted and replaced with the following: READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any Claim covered by this provision. You also 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. Please refer to the State Provisions section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

**GEORGIA:** WHAT IS NOT COVERED: 1) repairs of components which have been modified by You or added to the Your Unit after purchase, 2) any repairs on Your Unit if Your mileage has been altered or if Your odometer has been tampered with while owned by You, or 3) any alterations made by You or with Your knowledge which cause Your Unit to be out of compliance with the manufacturer's specifications are not covered. The sentence "any pre-existing conditions..." is revised to read as follows: any pre-existing conditions known to You are not covered. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. Provider Cancellation: This Contract is non-cancelable by the Provider except for fraud, material misrepresentation, or failure to pay consideration. If the Provider cancels this Contract, You will receive written notice stating the reason for and effective date of the cancellation no less than 30 days before the effective date of such cancellation. If We are entitled to a cancellation fee after the full refund period, the fee will not exceed \$50 or 10% of the unearned pro rata purchase price, whichever is less. A 10% penalty per month shall be added to any refund that is not paid or credited within 45 days from the date You cancel this Contract. The Disputes Regarding Your Contract section is deleted.

**GUAM:** The Cancellation section is amended by the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If You cancel this Contract within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 60 days of Your return of the Contract.

**HAWAII:** The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable.

**IDAHO:** Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration. Claims paid or pending will not be deducted from any cancellation refund in this state.

ILLINOIS: The Cancellation section is amended as follows: CANCELLATION FEE: \$50 or 10% of the refund amount, whichever is less. Claims paid or pending will not be deducted from any cancellation refund in this state. Normal wear and tear is covered under the Key Protect benefit.

**INDIANA:** Your proof of payment to the Selling Dealer for this Contract shall be considered proof of payment to the Insurance Company which guarantees the obligations of the Provider, provided such insurance was in effect at the time You purchased this Contract. This Contract is not insurance and is not subject to Indiana insurance law. The Obligations section is amended to include the following: If Your cancellation refund is not paid within 60 days of cancellation, You may request a refund from Plateau Casualty Insurance Company by calling (800) 752-8328.

**IOWA:** You may contact the lowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 30 days after cancellation, then We will pay You a 10% penalty per month. If You cancel this Contract, the Provider shall mail a written notice to You within 15 days of the cancellation date. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the Contract purchase price, whichever is less.

**LOUISIANA:** This Contract is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding Your Contract may be directed to the Attorney General's Office. The Cancellation section is amended to include the following: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If cancelled by the Provider, a written notice shall be mailed to You at Your last known address at least 15 days prior to cancellation. Such notice shall state the effective date and the reason for cancellation. Prior notice is not required if the reason for cancellation is (1) nonpayment of the provider fee, (2) a material misrepresentation by You to the Provider, or (3) a substantial breach of duties by You.

MAINE: The Obligations section is amended to include the following: If the Provider fails to pay or provide a cancellation refund within 60 days of cancellation, You may file a claim directly with Plateau Casualty Insurance Company by calling (800) 752-8328. The Cancellation section is amended as follows: If You cancel this Contract within 60 days, the Provider shall refund to You or the lienholder the full provider fee and any sales tax as required pursuant to state law, less any paid or pending claims. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If cancelled by the Provider, a written notice shall be mailed to You at Your last known address at least 15 days prior to cancellation. The notice will state the effective date and reason for cancellation. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the provider fee paid, whichever is less.

MARYLAND: If any part covered by this Contract is under repair or replacement at the time this Contract expires, the expiration date is extended automatically until the repair or replacement is complete. If We fail to perform Our obligations as outlined in this Contract prior to the term expiration, this Contract does not terminate, and the expiration date is extended automatically until Our obligations are completed in accordance with this Contract. The Cancellation section is amended to include the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month.

MINNESOTA: The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. If the Provider cancels this Contract, a written notice of cancellation will be mailed to You at the last known address at least 15 days before the cancellation date. We will mail You a written notice at least 5 days before cancellation if Our reason for cancellation is nonpayment of the Contract Purchase Price, material misrepresentation by You, or a substantial breach of duties by You. Such notices shall state the effective date of the cancellation and the reason for cancellation. The Disputes Regarding Your Contract section is amended to include the following: Any arbitration under this Contract will take place in the state where You reside or any other place agreed to in writing by You and Us.

Page 4 of 7 KEY (01/22)

MISSISSIPPI: The Cancellation section is deleted and replaced with the following: This Contract may be cancelled at any time. You may cancel this Contract by submitting a written request to the Selling Dealer or by contacting the Administrator at (800) 335-8769 and providing the following information: Your Contract number, VIN, and the make, model, and current mileage of Your Unit. If You cancel this Contract within 60 days of the Date of Sale, a full refund of the Contract Purchase Price will be paid, less the amount of any claims paid or pending. If You cancel this Contract after 60 days of the Date of Sale, then We will pay You a pro rata refund of the Contract Purchase Price equal to the amount produced using the number of days the Contract was in force prior to cancellation, less the amount of any claims paid or pending, and less a cancellation fee not to exceed 10% of the purchase price or \$50, whichever is less. We may cancel this Contract based on one or more of the following reasons: (a) non-payment of the purchase price; (b) a material misrepresentation made by You; or (c) a substantial breach of duties by You relating to the Unit or its use. If We cancel this Contract within the first 60 days, then We will refund the entire purchase price, less any paid or pending Claims. If We cancel this Contract after the first 60 days, then We will pay You a pro rata refund of the Contract Purchase Price equal to the amount produced using the number of days the Contract was in force prior to cancellation. We will not charge a cancellation fee if We cancel this Contract. If cancelled by You, Your refund will be paid within 30 days from the date the Administrator or Selling Dealer receives notice of the request to cancel or sooner if required by state law. If cancelled by Us, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month. In the event this Contract is properly transferred to an individual person purchasing Your Unit, this Contract may be cancelled by the new owner in accordance with this section. However, the right to cancel this Contract within the first 60 days for a full refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. If We cancel this Contract for non-payment of the purchase price, We will mail You notice of cancellation at least 10 days before the cancellation date. If We cancel this Contract for any reason other than non-payment of the purchase price, We will mail You notice of cancellation at least 30 days before the cancellation date. If We cancel this Service Contract, We will not charge a cancellation fee. The Disputes Regarding Your Contract section is deleted.

**MISSOURI:** The Cancellation section is amended to include the following: If this Contract is cancelled, You will receive a written confirmation of termination within 45 days of the cancellation date. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. **NEBRASKA:** Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement.

NEVADA: If You are not satisfied with the manner in which We are handling the claim under this Contract, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234. This Contract is non-renewable. This Contract shall not be voided by Us unless You have committed fraud or material misrepresentation in obtaining this Contract or in presenting a claim for service hereunder. If We void this Contract for these reasons, a refund will be provided to You in accordance with the Cancellation section. The Cancellation section is amended to include the following: If You cancel this Contract, the cancellation fee is \$25. The right to cancel this Contract within the first 60 days for a refund of the purchase price only applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month that the refund and any accrued penalties remain unpaid. After this Contract has been in effect for at least 70 days, We may only cancel this Contract on one of the following grounds: (a) failure by You to pay an amount when due; (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 Contact; 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 cancellation date. No claim incurred or paid will be deducted from a cancellation refund due. The Transfer section is amended as follows: If You transfer this Contract, the transfer fee is \$25. The Disputes Regarding Your Contract section is amended to include the following: IMPORTANT NOTICE ABOUT THE SERVICE CONTRACT FOR WHICH YOU HAVE APPLIED, THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE FOLLOWING INFORMATION CAREFULLY. The Contract for which You have applied includes a binding arbitration contract. The arbitration contract requires that any dispute related to this Contract must be resolved by arbitration and not in a court of law. The results of the arbitration are final and binding on You and the insurance company. In an arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties. When You accept this Contract, You agree to resolve any dispute related to the Contract by binding arbitration instead of a trial in court, including trial by jury. Binding arbitration generally takes the place of resolving disputes by a judge and jury.

**NEW HAMPSHIRE:** In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Department of Insurance, 21 Fruit St, Concord, NH 03301, (800) 852-3416. The Cancellation section is amended as follows: The cancellation fee will not exceed \$50 or 10% of the Contract purchase price, whichever is less. Claims paid or pending will not be deducted from any cancellation refund in this state. The Disputes Regarding Your Contract section is amended to include the following: This section is subject to RSA 542 and any procedure will be brought in New Hampshire.

**NEW JERSEY:** The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. If We cancel the Contract for any reason other than nonpayment of the Contract Purchase Price, material misrepresentation by You, or a substantial breach of duties by You, a written notice shall be delivered to You at Your last known address at least 5 days prior to the effective date of cancellation by the Provider. Such notice shall state the effective date and the reason for the cancellation.

**NEW MEXICO:** If You have any concerns regarding the handling of a claim under this Contract, You may contact the Office of Superintendent of Insurance at (855) 427-5674. The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund within 60 days of cancellation, then We will pay You a 10% penalty of the Contract purchase price for each 30-day period or portion thereof that the refund remains unpaid If You cancel this Contract, and if We are entitled to charge a cancellation fee, the fee will not exceed the lesser of \$50 or 10% of the Contract purchase price. After this Contract has been in effect for at least 70 days, We may only cancel this Contract on one of the following grounds: (a) failure by You to pay an amount when due; (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; or (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 the service required under this Contact. No cancellation of this Contract is effective until 15 days after We mail You notice of cancellation. The right to cancel this Service Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser.

**NEW YORK:** The Provider/Obligor/Administrator section is amended as follows: The Provider/Obligor/Administrator is NWAN, Inc., P.O. Box 30308, Cleveland, Ohio 44130; (800) 810-8458. The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund within 30 days of cancellation, then We will pay You a 10% penalty per month. If We cancel this Contract for any reason other than non-payment of the purchase price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Unit or its use, We will mail You a written notice of cancellation at least 15 days prior to the cancellation date stating the cancellation date and reason for cancellation.

**NORTH CAROLINA:** Cancellation is amended as follows: We may only cancel this Contract for non-payment of the purchase price or for direct violation of the Contract by You. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the amount of the refund due, whichever is less.

**OKLAHOMA:** This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Provider/Obligor/Administrator section is amended as follows: The Provider/Obligor/Administrator is NWAN, Inc., P.O. Box 30308, Cleveland, Ohio 44130; (800) 810-8458. Our service warranty association license number is 44200979 (formerly 864316). The Cancellation section is amended as follows: If You cancel this Contract after the first 60 days, then We will refund 100% of the unearned purchase price to You calculated on a pro-rata basis equal to the amount produced using the number of days the Contract was in force prior to cancellation. If We are entitled to charge a cancellation fee, the fee will not exceed 10% of the amount of the refund due or \$50, whichever is less. **OHIO:** This Contract is not insurance and is not subject to the insurance laws of the state of Ohio.

**OREGON:** 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.

**SOUTH CAROLINA:** In the event of a dispute with the Provider of this Contract, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or (800) 768-3467. The Cancellation section is amended as follows: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month which will be added to the amount of the refund. If We cancel this Contract, We shall mail a written notice to You at Your last known address at least 15 days prior to cancellation by the Us. Such notice shall state the effective date and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Purchase Price, a material misrepresentation by You, or a substantial breach of duties by You.

Page 5 of 7 KEY (01/22)

**TEXAS:** The Administrator is Portfolio Services Limited, Inc., License #666. Unresolved complaints or questions concerning the regulation of service contracts (Extended Service Contracts) may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. The Cancellation section is amended to include the following: The right to cancel this Contract is not transferrable to a subsequent holder of this Contract. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month. If Your cancellation refund is not paid within 45 days after the Contract has been cancelled, You may request a refund from Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555. If the Provider cancels the Contract, the Provider shall mail a written notice of cancellation to You at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Purchase Price, a material misrepresentation by You, or a substantial breach of duties by You relating to Your Unit or its use. Such notice shall state the effective date of the cancellation and the reason for the cancellation.

UTAH: Coverage provided under this Contract is not guaranteed by the Property and Casualty Guaranty Association. This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. The Cancellation section is amended to include 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 purchase price, the cancellation is effective no sooner than 10 days after delivery or first class mailing of a written notice to You. A lienholder may only cancel this Contract if You default and the cancellation will take effect 13 days after notice of cancellation is mailed to Your last known address stating the effective date of cancellation. If this Contract is cancelled by the lienholder, then the refund method will be calculated using the same method as when cancelled by the Provider in accordance with the Cancellation section of this Contract. This Contract is non-renewable. The first sentence of Key Protect is deleted and replaced with the following: "In the event Your Unit's key/key fob is lost, stolen, or inoperable and will not work, We will pay a repair facility, or at Our option, reimburse You the Covered Cost to repair or replace Your key/key fob, including programming (if applicable), not to exceed the Annual Aggregate listed on the front of this Contract per 12-month period." The Disputes Regarding Your Contract section 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. The Obligations section is amended to include 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 Plateau Casualty Insurance Company for reimbursement, payment, or provision of the service.

VIRGINIA: If any promise made under this 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 at http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

**WASHINGTON:** In addition to the representations made by me on the first page of this Contract, by initialing the blanks below, I further represent and acknowledge that I have read and am familiar with the following aspects of this Contract.

- \_\_\_\_\_1. The material conditions that I must meet, including but not limited to, maintenance, to maintain Coverage under this Contract as provided in the How to File a Claim and Owner's Obligations sections of this Contract.
  - 2. The work and parts covered under this Contract as provided in the coverage sections of this Contract.
- 3. The time and mileage restrictions provided in the Service Contract Information section of this Contract.
   4. That the implied warranty of merchantability on the Unit is not waived if this Contract is received within 90 days of the purchase date of the Unit from a provider
  - 5. The exclusions listed in each Exclusions section of this Contract.
- 6. The right to return this Contract for a refund pursuant to the terms of this Contract as provided in the Cancellation section of this Contract.

The following Definitions are supplemented into this Contract:

who also sold the Unit covered by this Contract.

- Administrator: NWAN, Inc., P.O. Box 30308, Cleveland, Ohio 44130. The telephone number is (800) 810-8458.
- Provider Fee / Unit Purchase Price: The consideration paid by the Contract Holder for this Contract.
- Reimbursement Insurance Policy: The policy of insurance issued by American Bankers Insurance Company of Florida to the Provider.
- Service Contract or Contract: This Contract, which You have purchased for the Unit identified on the first page.
- Unit: means any unit subject to registration under Chapter 46.16 RWC described on the first page that is covered under this Contract.
- We, Us, Our, and Provider: NWAN, Inc., P.O. Box 30308, Cleveland, Ohio 44130, (800) 810-8458, who is contractually obligated to the Service Contract Holder under the terms of this Contract.
- You, Your, and Service Contract Holder. The person who is the purchaser or holder of the Contract as shown on the first page.

The Cancellation section is deleted and replaced with the following: You may cancel this Contract at any time, including when a loss of the Unit occurs or when You sell the Unit without transferring this Contract to the purchaser. To cancel, You must submit a written request to the dealer that sold You the Unit or directly to Us. If You cancel this Contract within the first 60 days, and no Claims have been filed, then We will refund the entire purchase price. If You cancel this Contract after the first 60 days, then We will refund the unearned purchase price to You calculated on a pro-rata basis, and the refund will be equal to the amount produced using the number of days the Contract was in force prior to cancellation, less a \$25 cancellation fee. If We do not provide an applicable cancellation refund within 30 days of cancellation, then We will pay You a 10% penalty per month. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Provider or the Selling Dealership receives notice of the request to cancel or sooner if required by state law. We only have 60 days from the date of the sale of the contract to the You to determine whether or not the Unit qualifies for the program. After 60 days, the Unit qualifies for the issued Contract, and We may not cancel the contract and are fully obligated under the terms of the Contract sold to the You. If We cancel, We shall mail a written notice of cancellation to the last known address of the holder at least 21 days prior to the cancellation stating the effective date of the cancellation and the reason for the cancellation. If We cancel this Contract within the first 60 days, a full refund less any benefits pending or provided will be paid. If We cancel this Contract, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law. If We cancel this Contract for any reason, We will not charge a cancellation fee.

The Disputes Regarding Your Contract section is deleted and replaced with the following:

# **BINDING ARBITRATION PROVISION**

# Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin binding Arbitration, either You or We must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree otherwise, the arbitration will take place in the county and state in which You maintain Your permanent residence. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. You agree and understand that this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree that any civil action relating to Your claim must be brought in the federal or state courts of competent jurisdiction within the State of Washington. Nothing in the Disputes Regarding Your Contract section invalidates Washington State law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. Any arbitration will be held in the county in which You maintain Your permanent residence.

The Obligations section is deleted and replaced with the following: Our performance under this Contract is insured separately by an insurance policy issued to us by American

Bankers Insurance Company of Florida. If repairs have not been performed or if a verified claim for reimbursement for authorized service performed by a repairer has not been paid at any time, You may contact the insurance company directly at any time. American Bankers Insurance Company of Florida, Policy No. SFN-1218-WA-5-3, 11222 Quail Roost Drive, Miami, Florida 33157, (866) 306-6694.

WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. In situations involving subrogation, the Contract Holder will be made whole before the company may retain amounts it has recovered. The Cancellation section is amended to include the following: If You or We cancel this Contract within the first 60 days, then We will refund the entire purchase price. If You or We cancel this Contract after the first 60 days, then We will refund 100% of the unearned provider fee to You calculated on a pro-rata basis equal to the amount produced using the number of days the Contract was in force prior to cancellation. The right to cancel this Contract within the first 60 days for a refund of the entire purchase price only applies to the original purchaser and is not transferrable. If We are entitled to charge a cancellation fee, the fee will not exceed 10% of the purchase price or \$50, whichever is less. If We cancel this Contract, We will mail You a written notice of cancellation at Your last known address at least 5 days prior to the cancellation date stating the cancellation date and reason for cancellation. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month which will be added to the amount of the refund. The Disputes Regarding Your Contract section is amended to include the following: Arbitration cannot be an absolute remedy and both parties must agree to arbitration.

Page 7 of 7 KEY (01/22)