

CONTRACT

- This agreement (Contract) is between the Contract Holder (named on the Registration page) and the Service Contract Provider as defined under the Definitions section of this Contract. The Seller (issuing party) is not a party to this Contract and has no obligations to You in regards to the benefits provided.
- Your benefits and Our obligation to perform under this Contract are insured by an insurance policy with American Security Insurance Company, PO Box 50355, Atlanta, Georgia 30302, (866) 306-6694. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, or if the provider becomes insolvent or otherwise financially impaired, then You may make a direct claim against American Security Insurance Company or as identified by Your state of residence below.
For Connecticut, Florida, Iowa, Missouri, Nebraska, New Hampshire, New York, Oklahoma, and South Dakota residents only: Our obligations are guaranteed by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694.
For Minnesota residents only: Our obligations are guaranteed by an insurance policy issued by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, Florida 33157, 1-866-306-6694.
- The purchase of this Contract is not required in order for You to purchase or obtain financing for this Vehicle and is subject to Verification.

DEFINITIONS

- **Commercial Use Vehicle** means Vehicles used for business, deliveries, construction, or commercial hauling.
- **Consumer, Customer, You and Your (Contract Holder)** means the person who is listed in the “Contract Holder Information” section on the Registration page.
- **Covered Part** means an item listed as a Covered Part, based on the coverage You selected, as defined in the section titled “Covered Parts”.
- **Covered Breakdown, Breakdown, or Mechanical Breakdown** means the event caused by the total failure of any Covered Part to work as it was designed to work in normal service. Breakdown or Mechanical Breakdown does not include gradual reduction in operating performance or failure resulting from wear and tear or ordinary use.
- **Insurance Policy and Reimbursement Insurance Policy** means a policy of insurance issued to the Service Contract Provider by an insurance company as stated in the “Contract” section above.
- **Lien Holder, Finance Company, and Funding Company** means the entity that funded this Contract to Us on Your behalf. The same entity retains rights to any refund due until such time You have completed repayment of Your payment plan or installment agreement.
- **Lubricated Part** means a part that requires lubrication to perform its function.
- **Motor Vehicle and Vehicle** means the Vehicle identified by the Vehicle Identification

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

Number (VIN) listed on the Registration page of this Contract.

- **Seller and Issuing Party** means the entity where You purchased Your Contract.
- **Service Contract and Contract** means this Service Contract for the Vehicle described on the Registration page.
- **Service Contract Provider, We, Us, and Our (Administrator / Obligor)** means Enterprise Financial Group, Inc. (EFG), P.O. Box 167667, Irving, TX 75016, 1-844-548-2816. www.efgcompanies.com.

For Delaware residents only: We Us and Our means Reticulated Administrative Services, Inc. (RAS), P.O. Box 167667, Irving, TX 75016, 1-844-548-2816.

For Florida residents only: We, Us and Our means Enterprise Financial Group of Florida, Inc. (EFGF), P.O. Box 167667, Irving, TX 75016, 1-844-548-2816. Florida License #: 60102.

For Louisiana and South Carolina residents only: We, Us and Our means EFG Agency, Inc., P.O. Box 167667, Irving, TX 75016, 1-844-548-2816.

For Texas residents only: We, Us, and Our (The Service Contract Provider) means Enterprise Financial Group, Inc. (EFG), P.O. Box 167667, Irving, TX 75016, 844-548-2816

OUR OBLIGATIONS

If a Covered Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, We will:

- Pay You or the repairer, for reasonable costs of repair or replacement of the Covered Part(s) and associated labor as required for the completion of the repair or replacement of those parts, which cause the Mechanical Breakdown. Allowed labor times will be verified by the standard versions of the following nationally recognized labor guides: Motors, Mitchell, & AllData. Replacement parts, not to exceed manufacturer's suggested retail price, may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by Us.
- Reimburse You for a rental car at the rate of up to thirty dollars (\$30) per day and a maximum of one hundred fifty dollars (\$150) (five (5) days) per Mechanical Breakdown. To receive rental benefits You must supply Us with Your receipt from a licensed rental agency. No deductible will apply to this benefit. Maximum rental days include delays associated with Administrator required inspections or the shipment of parts.
- Reimburse You for lodging and meal expenses actually incurred by You if the covered repairs are completed more than one hundred (100) miles from Your primary residence and You are stranded overnight. The limit on this reimbursement is seventy-five dollars (\$75) per day for up to three (3) days and a maximum of two hundred twenty-five dollars (\$225) per Breakdown

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

YOUR OBLIGATIONS

- You should have the engine oil and filter changed within ninety (90) days after Contract Purchase Date, unless You have verifiable receipts that the Vehicle engine oil and filter were replaced within six (6) months prior to Contract Purchase Date. The minimum requirement on oil and filter changes thereafter is every six (6) months or 5,000 miles, whichever comes first, or You must follow the maintenance schedules in accordance with Your Vehicle's manufacturer recommendations. If applicable, replace the engine timing belt at the intervals specified by the Vehicle manufacturer. You must keep and make available verifiable service/ purchase receipts (indicating dates, mileage, and a description of Your Vehicle) which show that this maintenance has been performed within the time and mileage limits required. We will not reimburse for repair costs or expenses if You cannot provide accurate records proving that You have maintained the failed Covered Part.
- You or Your repair facility is required to obtain Our authorization prior to beginning any repair covered by this Contract.
- You are responsible for paying the deductible indicated on the Registration page of this Contract each time You have a Mechanical Breakdown. A one hundred dollar (\$100) deductible per repair visit will apply unless the fifty dollar (\$50) deductible option box has been marked and paid on the Registration page.
- You are responsible for authorizing any tear-down or diagnosis time needed to determine if Your Vehicle has a Covered Breakdown. If it is subsequently determined that the repair is needed due to a Covered Breakdown, We will pay for appropriate diagnosis time (as determined by nationally recognized labor time guides). If the failure is not a Covered Mechanical Breakdown, then You are responsible for this charge.

OTHER IMPORTANT CONTRACT PROVISIONS

The aggregate total of Our liability for all benefits paid or payable during the term of this Contract shall not exceed the actual cash value of Your Vehicle at time of Contract purchase. Our limit of liability for any one (1) claim or Breakdown related in time or cause shall not exceed the actual cash value of Your Vehicle according to current National Automobile Dealers Association (NADA) standards at time of claim.

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

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

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

ARBITRATION. THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE AND AGREE THAT THEY MAY HAVE HAD THE RIGHT TO LITIGATE DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT BEFORE A JUDGE AND JURY BUT HAVE WAIVED ANY SUCH RIGHTS IN FAVOR OF RESOLVING SUCH DISPUTES UNDER THE MEDIATION AND ARBITRATION PROVISIONS HEREIN.

Should any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties agree to first mediate the dispute amongst themselves in good faith prior to demanding arbitration or taking any further legal action. To initiate mediation, either party must provide notice, in writing, to the other party, of the request to mediate. The parties agree to mediate the matter amongst themselves by telephone conference within thirty (30) days of receipt of such notice.

If the dispute is not resolved by mediation, the parties agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, its Expedited Procedures, and its Supplementary Procedures for Consumer-Related Disputes, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that a panel of one (1) arbitrator will be selected from a field of arbitrators provided by the AAA.

The filing party (the “claimant”) must notify the other party (the “respondent”), in writing, that it wishes to arbitrate a dispute.

The demand should briefly explain the dispute, list the names and addresses of the consumer and the business, specify the amount of money involved, and state what the claimant wants. The claimant must also send two copies of the demand to the AAA at the time it sends the demand to the respondent. When sending a demand to the AAA, the claimant must attach a copy of the arbitration agreement from the consumer contract with the business. The claimant must also send the appropriate administrative fees and deposits. After the claimant pays the appropriate administrative fees and deposits associated with filing the demand, EFG shall pay the remainder of the fees and costs of the arbitration to the AAA on behalf of both parties. Nothing in this provision limits the arbitrator’s power to award the arbitration fees and costs to either party as part of the award.

THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO HAVE A COURT ADJUDICATE DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, IN SMALL CLAIMS COURT OR JUSTICE COURT, EXCEPT FOR THE SOLE PURPOSE OF CONFIRMING AND ENFORCING AN ARBITRATION AWARD OR ENFORCING THIS PROVISION. THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT. SHOULD

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

EITHER PARTY BREACH THE ABOVE PROVISIONS BY FILING SUIT IN A COURT OF LAW, THAT PARTY SHALL BE RESPONSIBLE FOR THE COSTS AND FEES INCURRED TO ENFORCE THE MEDIATION AND ARBITRATION PROVISIONS. IF ANY PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS ARE HELD ILLEGAL OR UNENFORCEABLE IN A JUDICIAL PROCEEDING, SUCH PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL BE SEVERED AND SHALL BE INOPERATIVE, AND THE REMAINDER OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL REMAIN OPERATIVE AND BINDING ON THE PARTIES.

GOVERNING LAW. THE PARTIES AGREE THAT THIS CONTRACT, INCLUDING THE MEDIATION AND ARBITRATION PROVISIONS, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS. BOTH PARTIES, JOINTLY AND SEPARATELY, UNDERSTAND THAT SOME OR ALL OF THE TERMS OF THIS CONTRACT SHALL BE PERFORMED IN THE STATE OF TEXAS AND HEREBY IRREVOCABLY CONSENT TO PERSONAL JURISDICTION IN THE STATE OF TEXAS FOR THE PURPOSE OF GOVERNING, CONSTRUING, AND RESOLVING DISPUTES CONCERNING THIS CONTRACT. FURTHER, THE PARTIES AGREE THAT THE PROPER VENUE FOR THE RESOLUTION OF ANY DISPUTE OVER THIS CONTRACT SHALL BE DALLAS COUNTY, TEXAS.

Severability. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain operative and binding on the Parties.

**IF YOU HAVE A MECHANICAL BREAKDOWN YOU MUST CALL
1-844-548-2816**

If You have a Mechanical Breakdown, You must follow this procedure:

1. Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle and call for roadside assistance to have the Vehicle towed. Any operation of the Vehicle that results in further damage related to the original Mechanical Breakdown or Failure shall be considered negligence on Your part and any such further damage shall not be covered under this Contract.
2. Take Your Vehicle to the licensed repair facility of Your choice and have the repair facility contact Us at 1-844-548-2816 for instructions before ANY repairs are
3. The Administrator reserves the right to inspect Your Vehicle prior to issuing any authorization to the Repair Facility. In the event that the Administrator determines the Repair Facility is unable to perform a proper diagnosis or repair on Your Vehicle, or there is a dispute between the Administrator and the Repair Facility, the Administrator reserves the right to move Your Vehicle to a repair facility of the Administrator's choice.
4. Prior to proceeding with repairs, ensure the Repair Facility has been provided an authorization number for the covered repairs by the Administrator. Repairs performed without prior approval will not be honored (except for Emergency Repairs as described within).
5. Furnish Us or the repair facility with such reasonable information that We may require. This includes receipts for car rental charges, lodging, meals, and signed

**Prior to any service You must contact EFG at (1-844-548-2816) for instructions before
ANY repairs are started on Your Vehicle.**

service receipts (indicating dates, mileage, and a description of Your Vehicle) as required by this Contract.

6. For simple repairs needed when the Administrator or Service Contract Provider is not available for prior authorization, please use the following procedure:

Emergency Repairs:

Refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions or wait period in effect that apply. For a simple repair (the total cost of the repair and/or replacement must not exceed three hundred and fifty dollars (\$350)), that is determined to be a Covered Part, authorize the repair facility to perform the repair, and call the Administrator or Service Contract Provider for instructions within five (5) business days, during normal business hours (Monday - Friday: 7 a.m. - 7 p.m. CT, Saturday 8 a.m. - 2 p.m. CT). On major repairs (any repair where the total cost of repair and/or replacement exceeds three hundred and fifty dollars (\$350)), determine the failure and repair costs and then contact the Administrator or Service Contract Provider on the next normal business day for an authorization before repairs are performed. (Utah Residents see "Special State Requirements and Disclosures" for additional clarifying language)

COVERED PARTS

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

DELUXE PROTECTION

DELUXE PROTECTION is limited to the parts listed below:

ENGINE: Cylinder block and cylinder heads and all internally Lubricated Parts; harmonic balancer and bolt; timing cover; idler pulley; intake manifold; exhaust manifold; valve covers; oil pan; engine mounts; belt tensioners; cam gear bolt; and timing gear, chain and belt; head bolts. Engine block and cylinder heads are only Covered when damaged by a Covered internally Lubricated Part.

TURBOCHARGER/SUPERCHARGER (Factory Installed Only): Turbocharger/Supercharger housing; turbo boost valve; turbo waste gate, actuator bearing, bushing and all other internal parts. Turbocharger/Supercharger housing are only covered if damaged by a covered internally lubricated part.

TRANSMISSION: Transmission case and all internally Lubricated Parts; torque converter; flywheel/flex plate; transmission mounts; transmission cooler; transmission oil pan;

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

transmission control module (TCM) and vacuum modulator. Transmission case is only covered when damaged by a Covered internally Lubricated Part.

TRANSFER CASE: Transfer case and all internally Lubricated Parts. 4x4 Acuator; Transfer case is only Covered when damaged by Covered internally Lubricated Parts.

DRIVE AXLE(S): Drive axle housing and all internally Lubricated Parts. Drive axle housing is only covered if damaged by a Covered internally Lubricated Part. Drive shafts; universal joints; locking 4X4 hubs; center support/carrier bearings; differential cover and constant velocity joints unless failure was caused by neglected, torn, cracked, or perforated constant velocity joint boot. Constant velocity joint boots are not Covered.

AC / HEATING: (Includes only factory or dealer installed equipment); condenser; condenser fan; condenser fan motor; compressor; compressor clutch; compressor drive motor; evaporator; compressor pulley; accumulator; drier; expansion valve; idler pulley; driver operated A/C controls; electronic A/C control module; heater core; blower motor; orifice tube; high/low cut off switch; and pressure cycling switch.

COOLING: Water pump and housing; radiator; cooling fan; cooling fan motor; fan clutch; and coolant recovery tank.

FUEL SYSTEM: Fuel delivery pump; fuel injection pump; fuel injectors; fuel tank; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge; idle air control (IAC) valve and motor; engine control module (ECM); and fuel injection sensors.

BRAKE: Master cylinder; power brake cylinder; vacuum assist booster; calipers; wheel cylinders; compensating valve; anti-lock brake system (ABS); modulating valve; crash avoidance system; hydraulic lines and fittings; and parking brake actuator.

ELECTRICAL: Alternator; ignition coil; horns; distributor (does not include cap & rotor); starter motor; starter solenoid; starter drive; cruise control systems; adaptive cruise control systems; Ignition lock cylinder; windshield wiper motors; windshield wiper linkage; windshield washer pump; power seat motor; power window motors; regulators; power door locks and actuators; power antenna motor; power trunk release; wiring harness; and driver information gauges (excludes burned out light bulbs); brake light switch; all manually operated switches.

SUSPENSION: Upper and lower control arm shafts, bearings and bushings; electronic stability control system; traction control system; wheel bearings; spindles; ball joints; kingpins and bushings; radius arm and bushings; stabilizer bar, arm; links and bushings; torsion bars; coil springs; leaf springs; suspension level control compressor; and wheel hub assembly.

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

STEERING: Steering gear box/rack and all internally Lubricated Parts; power steering pump; electric steering motor; tire pressure monitoring system; pitman arm; idler arm; tie rod ends; drag link; and steering column shaft and column couplings.

COMFORT PACKAGE (manufacturer installed only): keyless entry system; push button starting system; manufacturer installed communication systems; GPS; factory installed navigation system; and entertainment systems including factory installed DVD and MP3 players; night vision systems and displays and lane departure warning systems.

ELECTRIC VEHICLE (EV) AND HYBRID VEHICLES: If Your Vehicle is an EV or Hybrid Vehicle, the following list of additional Covered Parts are also included in this Coverage: control systems; cooling systems; motor/generator/traction motor and all internally Lubricated Parts; on board charger; on board charger connector; on board trickle charger cable; power invertors and regenerative braking systems components.

SEALS and GASKETS: Leaking seals and gaskets on any Covered Part listed above. Minor loss of fluid or seepage is considered normal and is not considered a Mechanical Breakdown.

EXCLUSIONS - What this Vehicle Service Contract Does Not Cover

All parts not specifically listed under Covered Parts are not covered under this Contract. Normal maintenance items/repairs such as engine tune-ups and wheel or suspension alignments are not covered. Adjustments/Alignments to Covered Parts are not covered. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract for:

- Repairs and/or replacements of covered components that were performed without prior authorization from the Administrator, except for Emergency repairs completed within the provisions listed as stated in this Agreement.
- A Breakdown that is reasonably determined to have existed prior to the Contract purchase date or the date Coverage takes effect.
- A Breakdown if the information provided by You, or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by failure to replace seals and gaskets in a timely manner.
- A Breakdown caused by or for damages resulting from overheating regardless of cause.
- Repair or replacement of any parts not necessary to the completion of the repairs for a Covered Breakdown.
- A breakdown of a Covered Part damaged by a non-Covered Part, or of a non-Covered Part damaged by a Covered Part.
- In the event a non-Covered Part is required to be replaced due to the

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

replacement of a Covered Part that has failed, and the non-Covered Part has not failed, the non-Covered Part is not covered under this Contract.

- A breakdown resulting from engine sludge, carbon, pre-ignition, detonation, varnish, rust or corrosion (This provision does not apply for residents of Minnesota), foreign objects, dirt, dust, liquid, cracked rubber/neoprene parts, dry rot, road chemicals, abuse or alteration.
- Any adjustments, repositioning, refitting, realigning, and/or cleaning, including but not limited to repairs necessary to correct: trim fit, squeaks, rattles, idle, water leaks or wind noise.
- A Breakdown caused by towing a trailer, another vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
- A gradual loss of performance which has resulted from normal operation and use (due to mileage and/or age) such as, but not limited to: valve guides, valves, piston rings, transmission clutch pack, discs and bands. Fastening hardware (external nuts, bolts, springs, brackets etc.), exhaust system, injector cleaning, shop supplies, waste or disposal fees, any other miscellaneous shop charges.
- Modified vehicles are not eligible for coverage unless the modification(s) were recommended and approved by the manufacturer (Georgia residents see Special State Requirements).
- A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition.
- Certain vehicles outlined on the Administrator's or Service Contract Provider's guidelines with the Seller are ineligible. This includes, but is not limited to: exotic vehicles, grey market vehicles, incomplete chassis, salvage or branded title vehicles, total loss vehicles, police, postal, taxi, and emergency vehicles, rental vehicles, tow vehicles, vehicles equipped with a snow plow, lifted vehicles, vehicles equipped with a flat bed, and vehicles greater than 1 ton.

Salvage, Branded or Total Loss Vehicles as defined herein. Any Vehicle that has ever been issued a "salvage" or "branded" title or similar title under any state's law; or has ever been declared a "total loss" or equivalent by any insurer or financial institution, such as a payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the Vehicle is specifically excluded from coverage under this Contract.

- Vehicles used for business, deliveries, construction, or commercial hauling (unless the Commercial Use Vehicle box has been marked and paid on the Registration Page).
- A Breakdown caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, other acts of nature, or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss,

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

storage charges, freight or other incidental or consequential damages or loss that results from a Breakdown.

- Any liability, cost or damages You incur or may incur to any third parties other than for Administrator or Service Contract Provider approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.
- Any liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.
- Any cost covered by a repairer's or supplier's guarantee, or any cost which would be covered by a manufacturer's warranty, or that the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins, whether or not the manufacturer remains a viable entity.
- Any part not covered by, or excluded by the original Vehicle manufacturer's warranty, whether or not the manufacturer remains a viable entity.
- A Breakdown not occurring in the United States or Canada.
- Any mechanical problems that existed prior to, or at the time of the purchase of this Contract, whether or not the failure would be otherwise covered by the Contract. (This does not apply for residents of Arizona and Georgia. See the "Special State Requirements and Disclosures" section.)

ROADSIDE COVERAGE - If You Require Roadside Assistance You Must Call 1-888-878-8307

You will be protected by ROADSIDE ASSISTANCE for the full term of this Contract. Roadside benefits include: towing, flat tire changes (using Your inflated spare), jump starts, vehicle fluid delivery, lockout assistance, and Concierge Services (as defined in this contract). You are responsible for the cost of any vehicle fluids and key cutting/replacement. The maximum benefit is one hundred dollars (\$100) per incident. Roadside services administered by Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126. (For Mississippi and Wisconsin Customers, services are provided by Brickell Financial Services-Motor Club, Inc. For California Customers, services are provided by Road America Motor Club, Inc. d/b/a Road America Motor Club.) All entities are collectively referred to as "Road America" throughout these terms and conditions. **For any Roadside Service You MUST call 1-888-878-8307 (toll-free)** if Your covered Vehicle is in need of a NON-ACCIDENT RELATED Emergency Roadside Service where failure is due to a defect in material or workmanship. Benefits are available 24 hours a day, 365 days a year and are provided on a "Sign & Drive" basis. **ONLY ROAD SERVICES PROVIDED THROUGH THIS 888 NUMBER WILL BE HONORED.**

ROAD AMERICA SAVINGS CONNECTION

Save up to 50% on hotel stays and receive savings for car rentals, theme parks, prescriptions, and much more using the Road America Savings connection website:

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

www.road-america.com/savings. The activation code for first time users is 10999. If You have any issues logging on or using a discount code, call **1-866-211-8615**, and a friendly customer service agent will be happy to assist You.

CONCIERGE SERVICES

Road America specialized LifeStyle Services team will provide assistance in obtaining the following information or service assistance: (1.) event ticketing; (2.) travel assistance – including hotel referrals and reservations, restaurant referrals and reservations, and airline ticketing assistance and ground transportation coordination; (3.) ATM locator services; (4.) floral services; (5.) specialty gift buying services; and, (6.) directions services including weather notifications. There is a limit of up to three (3) assistance events for concierge services. **For assistance, please contact Our Customer Care Department at 1-888-878-8307- Monday - Friday between 8:30 a.m. to 5:00 p.m.**

ROAD HAZARD COVERAGE (TIRE ONLY) - If You have a Road Hazard You Must Call 1-844-548-2816

If you have a Road Hazard as defined below, You will be reimbursed the cost to repair or, if non-repairable, the cost to replace a damaged tire(s) on Your Vehicle if damage is caused by a Road Hazard on a public roadway. Road Hazard is defined as objects and road conditions such as potholes, rocks, wood debris metal parts, plastic or composite scraps or any item causing tire damage other than wear and tear and those conditions excluded below. Prior-notification of repair is required; You must call 1-844-548-2816 for a tracking number prior to any tire(s) repair or replacement.

For Tire Repair, You will be reimbursed up to twenty dollars (\$20) per occurrence for the full charges incurred for the repair.

For Tire Replacement, You will be reimbursed for a replacement tire(s) should the tire(s) become non-repairable due to impact breaks snags, punctures or other road hazards. You must have more than 3/32" tread depth remaining to be eligible for reimbursement. You will be reimbursed for up to one hundred dollars (\$100) for each tire replacement per occurrence, up to a maximum aggregate per Contract term of four hundred dollars (\$400).

Non covered expenses include:

- Tires that have 3/32" or less tread depth remaining.
- Repair or replacement covered by the manufacturer or other warranty or customer's primary insurance coverage.
- Replacement exceeding the manufacturer's vehicle specification, or when the manufacturer, by public announcement or recall, established its responsibilities to replacement for any manufacturer's defect.
- Damage caused by negligence, abuse, misuse, collision, manufacturer's defects, curb impact, valve or rim leaks, improper installation, dry rot in either sidewall or tread, tire chains, racing or off-road use, vandalism, malicious mischief, chain damage, fire or theft.

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

- Failure occurring from operating on any surface other than federal, state, county, city or municipality paved roads or highways.
- Vehicles used for shuttle, towing/wrecker service, dumping, lifting or hoisting, or off-road activity.
- Vehicles used for racing, rentals, dealer loaners, limousine, taxi, police car or other emergency vehicle.
- Vehicles registered and/or otherwise normally operated outside the continental United States of America, Alaska, Hawaii and Canada.
- Tire(s) and/or wheels that do not meet the manufacturers recommendations specific to Your Vehicle
- Misuse occasioned from driving on tire(s) that are over inflated, under inflated or flat.
- Replacement of tire(s) without prior notification.

Prior notification is required before any tire repair or tire replacement can be made. For Tire coverage, YOU must call 1-844-548-2816 for a Tracking number. Within thirty (30) days of the covered incident, the following documentation must be mailed to the address listed below:

- A. Copy of this Service Contract
- B. Copy of tire repair invoice - (if applicable)
- C. Copy of the tire replacement invoice including:
 - 1) tread depth of the damaged tire
 - 2) detailed description and cause of tire damage
 - 3) any other information reasonably requested

Required documents must be mailed to: **P.O. Box 167667 Irving, TX 75016**. The Administrator reserves the right to inspect all damaged tires.

HOW THIS CONTRACT MAY BE TRANSFERRED

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

This provision is only available if You are the original Contract purchaser. Your rights and duties under this Contract may only be assigned if You sell Your Vehicle directly to another individual (excluding dealer trade-ins) and We receive Your written notification, as noted above, within thirty (30) days from the date of sale to the subsequent owner and upon payment to Us of a seventy-five dollar (\$75) transfer fee, unless contrary to state law, insurance subrogation is waived by all parties (For Florida residents only, the transfer fee is forty dollars (\$40)). Contracts purchased on a payment plan must be paid in full or payment obligations assigned to new Vehicle owner prior to transfer. Confirmation of the transfer acceptance by Us is required before coverage for the new owner is effective.

The coverage provided by this Contract cannot be renewed. This Contract is only transferable once by the first retail purchaser to the subsequent owner identified on the transfer form and therefore is not transferable to any additional owners.

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES

The cancellation refund amount will be calculated in accordance with the provisions stated in this Contract. Please review STATE REQUIREMENTS AND DISCLOSURES as a cancellation addendum may be provided. An addendum is not provided for all states. We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown if:

- There is a material misrepresentation or fraud by You at the time of sale of this Contract.
- Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it fixed and the mileage certified within thirty (30) days of the failure date. (This provision does not apply to Nevada or Utah residents. See Your state specific cancellation language.)
- Your Vehicle meets any of the conditions listed in the “Exclusions” section as outlined above. (This provision does not apply to Nevada residents. See Nevada specific cancellation language.)

Failure to make monthly payments in a timely manner may result in cancellation of this Contract and no refund will be due. If this Contract was financed or purchased on a payment plan (by a funding company) the Finance Company or Funding Company shall be entitled to any refunds resulting from cancellation of this Contract for repossession of Your Vehicle, total loss of Your Vehicle or failure to make monthly payments in a timely manner, or early cancelation prior to balance being paid in full.

You may cancel this Contract by providing written notice of Your intention to cancel, addressed to either the Seller or Us. The Seller is required to facilitate any refund due You. If You contact either the Seller or Us and provide written notice of cancellation within the first thirty (30) days after the Purchase Date, You are entitled to a full refund if You have not filed a claim against the Contract. If You contact the Seller or Us and provide written notice of cancellation more than thirty (30) days after the Purchase Date, We will keep a prorated amount of the Contract price based on the greater of days in force or miles driven compared to the total time and mileage of Your contract term, less claims paid, plus a cancellation fee, if applicable. Any refund shall be paid to the Finance Company on Your behalf, and the refund may be deducted from Your balance owed.

Should You have any issues with receiving a prompt refund of any amount due or any request to provide any additional verification, please contact Us to expedite and ensure a prompt refund, if due, is provided

CANCELLATION FEE: The cancellation fee is seventy-five dollars (\$75). If You are a resident of **Alabama**, the cancellation fee is twenty-five dollars (\$25). If You are a resident of **Florida**, the cancellation fee is forty dollars (\$40). If You are a resident of **Arkansas, Idaho, Illinois, Louisiana, Missouri, Oklahoma or Texas** the cancellation fee is fifty dollars (\$50). There are no cancellation fees for residents of **District of Columbia, Georgia, and New Hampshire.**

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

EFG COMPANIES PRIVACY POLICY

To review the General Privacy Policy of EFG Companies please visit Our website at <http://www.efgcompanies.com/privacy> or contact Us at 1-800-527-1984.

Prior to any service You must contact EFG at (1-877-838-3322) for instructions before ANY repairs are started on Your Vehicle.