

AAA SUBSCRIPTION SERVICE CONTRACT
ENROLLMENT & REGISTRATION PAGE

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SUBSCRIPTION SERVICE CONTRACT HOLDER INFORMATION	PRIMARY VEHICLE INFORMATION	CONTRACT #
NAME (FIRST) (LAST)	VIN/SERIAL NUMBER	
ADDRESS	YEAR	
CITY/STATE/ZIP CODE	MAKE	
PHONE NUMBER	MODEL	
EMAIL ADDRESS	CURRENT ODOMETER/HOURS	

SUBSCRIPTION SERVICE CONTRACT INFORMATION	TERM (MONTHLY AUTO RENEWAL)
EFFECTIVE DATE	ENROLLMENT FEE
BASE MONTHLY PAYMENT <small>(This amount does NOT include any taxes that are required by state law.)</small>	INITIAL PAYMENT <small>(Your Initial Payment is the Enrollment Fee + the 1st Month's Payment.)</small>
COVERAGE LEVEL	DEDUCTIBLE
MONTHLY CONNECT FEE: <input type="checkbox"/> WIFI <input type="checkbox"/> SERVICE	

MONTHLY FEE INFORMATION	MONTHLY PAYMENT
IMPORTANT: YOUR MONTHLY PAYMENT WILL BE DUE ON THE _____ OF EACH MONTH. THE TOTAL YOU MUST PAY EACH MONTH IS _____	
Your payment will be processed on the last day of the month, if Your Due Date is on the 29th, 30th, or 31st and NOT available for a billing cycle.	

ENROLLMENT COMPANY INFORMATION	
ENROLLMENT COMPANY NAME	REPRESENTATIVE(S)
PHONE NUMBER	EMAIL ADDRESS

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

ACKNOWLEDGMENT AND AGREEMENT	INITIAL
MANDATORY CUSTOMER PAID INSPECTION FEE PERIOD: I understand that any claim that occurs within the first 45 days from the original Effective Date will require a mandatory third-party inspection to examine the extent, nature, and possible cause(s) leading to a claim during this period of time. I understand that Vehicle maintenance verification will be examined to help determine if any pre-existing conditions may have existed prior to this claim, or may be the ultimate cause for the claim. If I file a claim in the first 45 days from the original Effective Date, I understand that I am solely responsible for paying the Inspection Fee (up to a maximum of \$150) directly to the Administrator, prior to the inspection. I understand the Administrator is responsible for appointing the inspector. I understand pre-existing conditions are not covered under this Contract.	
TRIAL PERIOD: I understand that I have a 7-day Trial Period. If I cancel my Contract in the first 7 days from the original Effective Date, I will receive 100% of the Enrollment Fee and first Monthly Payment, unless I have initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits. I also understand that if I cancel after day 7, I will not be refunded the Enrollment Fee. I understand that I can cancel this Contract after the 7-day Trial Period and up to 48 hours in advance of my next scheduled Monthly Payment, to waive further subscription charges. I will have coverage up until the final day of my last paid-in-full Term. I understand my rights stated throughout this Contract, including in the Cancellation section.	
MONTHLY SUBSCRIPTION: I understand that this Contract was purchased as a Monthly Subscription and I am responsible for making the Monthly Payment shown above in order to be eligible for the Covered Services outlined in this Contract. I understand that I may cancel this Contract at any time and the Administrator may cancel this Contract if I fail to make my Monthly Payment on the Due Date. I understand if the Administrator cancels my Contract, no refund will be due, no claims will be authorized, and my Contract will not be reinstated.	

DISCLOSURE OVERVIEW AND CONSENT	INITIAL
I understand that this Contract is a monthly auto renewal subscription, meaning my Contract renews on the same day every month and a Monthly Payment will automatically be deducted from the payment account I provided, until I cancel my subscription. The day of the month is based on the Effective Date of this Contract and is listed above.	
I understand that I can cancel my Contract anytime online at aaavehicleprotectionplan.subscriptionwarranty.com or by calling (844) 878-9431.	
I understand that I have selected a Coverage Level and Deductible option that applies to my Contract coverage.	
I understand that pre-existing conditions are NOT COVERED under this Contract.	
I understand that there is a Mandatory Customer Paid Inspection Fee Period for the first 45 days from the Effective Date and a 7-day Trial Period from the original Effective Date for this Contract. All questions that I had regarding this Contract have been answered to my satisfaction. I understand and agree to abide by all terms and conditions herein.	
I understand the terms and conditions pertaining to the eligibility of this Contract, as they have been explained to me.	
I understand the Administrator may cancel my Contract, if any information I have provided herein is proven to be false or inaccurate.	

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

CUSTOMER SIGNATURE <input type="checkbox"/> VERBAL <input type="checkbox"/> ELECTRONIC	DATE	REPRESENTATIVE SIGNATURE	DATE
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All benefits are administered by AXIOM PRODUCT ADMINISTRATION INC., 1 PROGRESS POINT PARKWAY, SUITE 101, O'FALLON, MO 63368
For Assistance with Claims call: (844) 878-9431

DEFINITIONS

ACTUAL CASH VALUE: The average retail value of Your Vehicle, as determined using the current region specific J.D. Power Official Used Car Guide (or an equivalent national or regional guide), with appropriate adjustments for mileage, condition, and/or optional equipment.

ADMINISTRATOR, WE, US, AND OUR: Axiom Product Administration Inc., 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 878-9431.

BASE MONTHLY PAYMENT: The amount You must pay each month based on Your Vehicle type and the Deductible You choose. **This amount does NOT include any optional Monthly Connect Fee(s) for Your Vehicle that You may elect or any taxes that are required by state law.**

BREAKDOWN: Any original or like replacement part (that is covered by this Contract) that incurs a mechanical failure which prevents it from performing its intended function(s), provided the Vehicle has received all scheduled maintenance as recommended by the manufacturer in the Owner's Manual. Failure may be due to defects, faulty workmanship, or Wear & Tear. **Breakdown does NOT include the gradual reduction in operating performance caused by Wear & Tear, where a failure has not occurred.**

BUSINESS USE: A vehicle used for business related purposes, registered to an individual (not an entity), that is solely or partially used for the generation of income. Coverage includes rideshare (such as Uber, Lyft, etc.). **Coverage is ONLY provided for Business Use of a Vehicle under this Contract, if You selected a Coverage Level that includes Rideshare, according to the terms and conditions herein. Business Use does NOT include any Vehicle used for Commercial Use.**

COMMERCIAL USE: Any vehicle that is registered under an entity (not an individual) and/or any vehicle, regardless of registration type, that is part of a fleet, or used for police or law enforcement services; fire, ambulance, or emergency services; taxi, limousine, or shuttle services; newspaper, mail, package, or goods delivery; rental services; construction; security services; snow removal or plowing; cable or line installation; or livery or hauling for hire. **Coverage is NOT provided under this Contract for Commercial Use of a Vehicle, according to the terms and conditions herein.**

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

COST: The reasonable and customary charges for the parts and labor necessary to repair or replace the Covered Parts. These charges shall not exceed the Manufacturer's Suggested Retail Price (MSRP) for parts and/or labor allowances derived from nationally recognized labor time allowance publications. Applicable taxes assessed to the Cost will be covered, according to the terms and conditions herein.

COVERAGE LEVEL: The Covered Services You will be eligible to receive under the terms and conditions of this Contract. Your Coverage Level is selected on the Registration Page of this Contract and **ONLY the components listed within Your stated Coverage Level will be covered.**

COVERED PARTS: The parts stated in the What Your Contract Covers section, based upon the Coverage Level You selected. **At Our discretion, replacement parts used in Covered Services may include new, remanufactured, refurbished, non-original equipment, manufacturer's parts, parts of the same like, kind, and quality (LKQ) (when available and as deemed necessary by Us), or used parts that meet the quality standards of the Repair Facility or Us.**

COVERED SERVICES: The repairs, replacements, and/or services covered by this Contract. We shall have payment obligations to a Service Provider, Repair Facility, and/or You for authorized Covered Services, in accordance with the terms and conditions of this Contract. You shall be solely responsible for any incurred expenses above the stated Occurrence limits or for any non-covered benefit expenses.

CURRENT ODOMETER/HOURS: The actual mileage that is registered on the odometer/the actual hours recorded on Your Vehicle, on the Contract Effective Date.

DEDUCTIBLE: The amount You must pay for Covered Services per visit. This amount must be paid each time You make a claim and have an approved and authorized Covered Service performed. If a Warranty deductible charge is imposed by the manufacturer, this Contract will pay the manufacturer's deductible. The Deductible is listed in the Subscription Service Contract Information section of the Registration Page. **The Deductible does not apply to Ancillary Benefits. In order to qualify for a Disappearing Deductible or Reduced Deductible, You must receive authorization from Us before any diagnosis and/or repair of the Breakdown begins. Your \$100 Deductible will be reduced to \$0, if Your Vehicle is repaired at a AAA Club Owned Repair Facility, and reduced to \$50, if Your Vehicle is repaired at a AAA Approved Repair Facility.**

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

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

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

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

GROSS VEHICLE WEIGHT RATING (GVWR): The maximum operating weight of a Vehicle as specified by the manufacturer, including the Vehicle's chassis, body, engine, engine fluids, fuel, accessories, driver, passengers, and cargo (payload), but excluding that of any trailers.

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

MANDATORY CUSTOMER PAID INSPECTION FEE PERIOD: Any claim that occurs within the first 45 days from the original Effective Date will require a mandatory third-party inspection to examine the extent, nature, and possible cause(s) leading to a claim during this period of time. If a claim is filed within the first 45 days from the original Effective Date, You are solely responsible for paying the Inspection Fee (up to a maximum of \$150) directly to Us, since We are responsible for appointing the inspector. The fee must be paid before Your Vehicle can be inspected and/or authorization can be granted for any possible Covered Services. This is **ONLY** for a claim that is filed within the first 45 days of coverage.

MONTHLY CONNECT FEE: Optional monthly surcharge coverage for integrated benefits including: WIFI in Your Vehicle, Satellite Radio, OEM connected services, and/or any other third-party services (where integration is available).

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

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

OBLIGOR: Axiom Product Administration Inc., 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 878-9431.

OCCURRENCE: The one time use of one Covered Service.

PRE-EXISTING CONDITION: Any issue that relates or could relate to coverage under this Contract that existed prior to the Effective Date of this Contract. Issues would include any condition that would have been obvious and apparent to the dealer when the Vehicle was inspected and/or by You at the time of purchase.

REPAIR FACILITY: An authorized service center or licensed repair facility. **Repairs performed by any facility must receive authorization from Us, prior to beginning repairs.** To file a claim, please refer to the How To Make A Claim section of this Contract.

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

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

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

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

WARRANTY: Any warranty issued to the Vehicle by the Original Equipment Manufacturer (OEM), Certified Warranty Provider, Repair Facility, Dealer, or other Automotive Distributor, including, but not limited to an OEM Warranty, state required dealer Warranty, or a Repair Facility's guarantee.

WEAR & TEAR: The gradual reduction in Your Vehicle's performance due to regular use, despite being properly maintained.

YOU OR YOUR: The individual named as the Subscription Service Contract Holder on the Registration Page.

WHAT YOUR CONTRACT COVERS
BRONZE COVERAGE LEVEL (INCLUDES ITEMS 1-6)

1. **ENGINE: Gasoline Engine** - Engine block heater, cylinder block, and all internally lubricated parts including: crankshaft, rod and main bearings, cam bearings, expansion plugs, connecting rods, wrist pins, pistons, piston rings, camshaft and bearings, followers, cam tower, lifters, cylinder head, valves and guides, valve seats, valve springs and retainers, rocker arms, push-rods, timing chain housing, timing chain and sprockets, timing belt tensioner, intake and exhaust manifolds, flywheel/flex plate, balance shafts, harmonic balancer and retaining bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, oil pump pick up and drive, engine oil cooler hoses, engine oil sending unit, engine mounts, water pump, temperature sending unit, fuel pump, vacuum pump, dipstick and dipstick tube, ignition coil, fuel injectors, fuel filler neck, and filler neck hose. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service.**
2. **TURBOCHARGED/DIESEL ENGINES:** All of the above listed parts plus: turbocharger, waste gate controller, intercooler, compressor, clutch and pulley, fuel supply pump, injection pump, lines and nozzles. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service.**
3. **TRANSMISSION: AUTOMATIC** - Transmission case and all internally lubricated parts including: oil pump, valve body, torque converter, main shaft, governor, clutches, bands, drums, gear sets, chain and sprockets, bearings, bushings, sealing rings, solenoids, electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, vacuum modulator, and dipstick and tube. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service.**
4. **TRANSMISSION: STANDARD** - Transmission case and all internally lubricated parts including: main shaft, gear sets, shift forks, transmission mounts, synchronizers, chain and sprockets, bearings, bushings, and electronic and vacuum engagement components. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service.**
5. **FRONT WHEEL DRIVE:** Transfer case/Drive axle housing and all internally lubricated parts including: carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, universal joints, front hub bearings, locking hub assembly (4 X 4), transfer case, transfer case mount, and drive shaft support. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service.**
6. **REAR WHEEL DRIVE:** Drive axle housing and all internally lubricated parts including: carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, rear hub bearings, propeller shafts, universal joints, and drive shaft support. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service.**

SILVER COVERAGE LEVEL (INCLUDES ITEMS 1-7)

7. **AIR CONDITIONING:** Compressor (electric) and mounting brackets, clutch and pulley, condenser, orifice tube, serpentine belt tensioner, POA valve, expansion valve, accumulator, temperature control programmer, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, o-rings, and freon refrigerant (if necessary, due to a leaking Covered Part). **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service.**

GOLD COVERAGE LEVEL (INCLUDES ITEMS 1-16)

8. **ENGINE COOLING:** Radiator, mounting brackets and coolant recovery tank, fan clutch, fan motor and blades, fan shroud, heater core, transmission cooler, low coolant sensor, heater control valve, and temperature sensor and relay. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service.**
9. **STEERING:** Housing/case/cylinder and all internally lubricated parts including: rack and pinion valve assembly, sector shaft, rack mounts and cushions, inner/outer tie rod ends, bellows/boots, speed sensor, steering gear assembly, pitman arm, all shafts/couplings, sealing rings, bearings, bushings, center link, idler arm, electric and power steering pump and pulley, fluid reservoir, pressure and return hoses, cooler and lines, and couplings. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service. THIS COVERAGE DOES NOT INCLUDE REAR WHEEL STEERING COMPONENTS.**
10. **SUSPENSION:** Upper and lower control arms, bump stop cushions, control arm shafts, torsion bar mounts and bushings, upper and lower ball joints including: dust boots, steering knuckle/spindle, wheel bearings and seals, stabilizer shaft, stabilizer linkage including mounts and bushings, and king pins. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service. A Front and/or Rear Wheel Alignment will also be included, where required to complete Covered Services.**
11. **BRAKES:** Master cylinder, assist booster, wheel cylinders, combination valve, front and rear brake calipers/actuators, hard lines and fittings, backing plates, springs and clips, retainers and self-adjusters, parking brake linkage and cables, and anti-lock brake system. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service.**
12. **ELECTRICAL:** Instrument cluster including: speedometer, odometer, tachometer and all gauges, warning lights, factory burglary alarm, electronic entry systems including remote entry receiver, sunroof motor, power antenna motor, headlight motors, power trunk release motor, heated/cooled seats, power seat motor, power window motors, regulators, and switch, power sliding door motor and switch, power door lock actuators and switch, power mirror motor, window defrosters (front and rear), wiper motor, windshield washer pump, relay, and switch, distributor, heater - A/C blower motor, convertible top motor, brake light switch, backup light switch, neutral safety switch, cigarette lighter, clock, horn, alternator, voltage regulator, and starter.
13. **HYBRID/PLUG-IN ELECTRIC:** On-board computer system including: all relays, sensors, ECU & ECM (electric control units/electric control modules) driver information displays, controller/electronic throttle control system, AC charger, battery cooling system (including blower motor controller, blower assembly and ducts), cooling system (including pumps and radiators, coolant recovery tank, and coolant valve, hybrid condenser). **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Service.**
14. **ON-BOARD MODULES/RELAYS/SENSORS/SYSTEMS:** All Vehicle control modules, sensors and relays including: engine control module/systems and all related sensors/relays, all transmission and transfer case control modules and related sensors/relays, all ABS/traction control modules, sensors/relays, all air conditioning control modules and related sensors/relays, all steering modules and related sensors/relays, all cruise control modules and all related sensors/relays/servo and engagement switch, electronic controlled suspension modules and all related sensors/relays, all Vehicle avoidance modules and all related sensors/relays.
15. **ENTERTAINMENT/NAVIGATION:** GPS/Navigation system, night vision system, and video components including: TV, DVD, DVR, Bluetooth and Video Game Player. **THIS COVERAGE APPLIES TO FACTORY INSTALLED UNITS ONLY AND DOES NOT INCLUDE CLEANING/ADJUSTING, PROGRAMING, UPDATES, OR CONTROLLERS.**
16. **CHASSIS:** Heated steering wheel, door handles, door hinges, door latches, ashtrays, hood latch release mechanism, hood struts, hood hinges, hood torsion bars, rear hatch hinges, rear hatch latches, rear hatch release mechanism, glove box hinges, glove box latch, and glove box lock.

PLATINUM COVERAGE LEVEL (INCLUDES ITEMS 1-17)

17. Any part that experiences a Breakdown during the Contract Term, **except for any parts specifically excluded in this Contract and/or listed in the Exclusions section, of this Contract.**

OPTIONAL COVERAGE
RIDESHARE

If You selected either the Gold or Platinum Coverage Level, You have the option to add Rideshare coverage. If You select the Rideshare upgrade for either plan, You will receive coverage for the components stated for Your selected Coverage Level, plus You will qualify for Business Use of Your Vehicle. Please see the definition of Business Use in the Definitions section, of this Contract for full coverage details. Commercial Use, as defined herein, is excluded from coverage.

ANCILLARY BENEFITS

1. **RENTAL CAR OR ALTERNATIVE TRANSPORTATION REIMBURSEMENT:** In the event Your Vehicle is kept overnight for a Covered Service, You may be reimbursed for up to 5 days, at \$50 per day (\$250 maximum benefit), for rental car or alternative transportation reimbursement expenses You incur. Alternative transportation includes a taxi, car service, rideshare (such as Uber, Lyft, etc.), train fare, or bus fare. **You must pay for Your rental car/alternative transportation expenses in full and then provide a paid-in-full receipt, plus a copy of the**

qualifying repair order showing completed work, for reimbursement consideration. All receipts must be submitted to Us within 45 days of the Occurrence. Rental car/alternative transportation reimbursement is not covered for shop scheduling or shop delays.

2. **TRIP INTERRUPTION REIMBURSEMENT:** In the event of a Breakdown or Vehicle disablement resulting in a Covered Service for Your Vehicle, We will reimburse You for motel/hotel lodging and restaurant expense incurred, providing You are in excess of 100 miles from Your primary residence. Such expenses shall be limited to \$150 per day and \$450 per Occurrence. **You must pay for Your lodging and restaurant expenses in full and then provide a paid-in-full receipt, plus a copy of the qualifying repair order showing completed work, for reimbursement consideration. All receipts must be submitted to Us within 45 days of the Occurrence. Reimbursement is limited to downtime for Covered Services and ends at the date of repair completion.**

YOUR RESPONSIBILITIES

PREVENT FURTHER DAMAGE: In the event of a Breakdown, You must take immediate action to prevent further damage to the Vehicle. This Contract does NOT cover damage caused by continued operation of the Vehicle in a failed state or neglecting to repair a failed component in a timely manner.

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

SUBROGATION: If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for any loss, if You impair these rights to recover. Your rights to recover from others may not be waived. **IF THE BREAKDOWN IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, RECALL, OR REPAIR ADJUSTMENT (COLLECTIVELY "OTHER COVERAGE"), WE SHALL BE RESPONSIBLE FOR ANY REMAINING BALANCE, AFTER ALL PAYMENTS DUE UNDER THE OTHER COVERAGE HAVE BEEN PAID.**

COVERAGE LIMITS

1. **CONTRACT COVERAGE:** In the event of Breakdown of a Covered Part, We agree to pay for or reimburse You for Covered Services and the Cost of parts and labor to repair or replace a Covered Part, less the applicable Deductible, subject to the terms, conditions, and limitations herein.
2. **LIMITS OF LIABILITY:** For any one repair visit, all benefits paid or payable shall not exceed the Actual Cash Value of Your Vehicle at the instant prior to the most recent loss. The aggregate total of all claims and any other inclusive Ancillary Benefits paid or payable during this Contract Term shall not exceed the value of Your Vehicle, on the date You purchased this Contract, or \$10,000.00, whichever is less. If You purchased this Contract for a NEW Vehicle, the value of Your Vehicle will be based upon the Manufacturer's Suggested Retail Price (MSRP). If You purchased this Contract for a USED Vehicle, the value of Your Vehicle will be determined by the J.D. Power Official Used Car Guide (or an equivalent national or regional guide) available for Your Vehicle based on Your zip code.
3. **DIAGNOSTICS COVERAGE:** We will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a Covered Service, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS NOT A COVERED SERVICE OR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**
4. **CONSEQUENTIAL DAMAGE COVERAGE:** We will pay for the replacement of brake pads, belts, and hoses that are damaged and require replacement as a direct result of a Breakdown and an authorized Covered Service. This coverage includes disc brake rotors or brake drum resurfacing. **Consequential Damage to any other part(s) is expressly excluded from coverage under this Contract.**
5. **FLUID COVERAGE:** We will pay for replacement of necessary fluids, oils, grease, and lubricants and approved A/C gases that must be replaced in conjunction with a Covered Service. **THIS COVERAGE DOES NOT INCLUDE ANY CHARGES FOR ADDITIONAL SHOP SUPPLIES.**

EXCLUSIONS

This Contract will NOT PAY or reimburse You for any part or condition excluded throughout this Contract or for:

1. ANY REPAIR, REPLACEMENT, OR SERVICE THAT OCCURS OUTSIDE OF THE UNITED STATES AND CANADA.
2. ANY REPAIR, REPLACEMENT, OR SERVICE THAT WAS NOT PRE-AUTHORIZED BY US, WITH THE EXCEPTION OF EMERGENCY REPAIRS REQUIRED OUTSIDE OF NORMAL BUSINESS HOURS.
3. ANY CLAIM THAT IS NOT REPORTED TO US WITHIN 45 DAYS FROM THE DATE OF THE COMPLETED COVERED REPAIR, REPLACEMENT, OR SERVICE.
4. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED AS A RESULT OF A MANUFACTURER DEFECT.
5. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED, BUT IS CAUSED BY A COLLISION/AUTO ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, ACT OF FRAUD, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A REPAIR FACILITY TO PERFORM PROPER REPAIRS), IMPROPER TOWING, THE LACK OF PROPER MAINTENANCE, AND/OR ALTERATIONS/MODIFICATIONS/ADDITIONS TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER.
6. THE FAILURE OF ANY PART NOT COVERED UNDER THIS CONTRACT.
7. ANY REPAIRS, REPLACEMENTS, OR SERVICES COVERED BY A DEALER, INSURANCE COMPANY, WARRANTY, OR MANUFACTURER (INCLUDING A MANUFACTURER RECALL CAMPAIGN).
8. LIABILITY FOR ANY PERSONAL EXPENSES (EXCEPT AS OUTLINED IN THE ANCILLARY BENEFITS SECTION), DAMAGE TO PROPERTY, INJURY, OR DEATH ARISING FROM THE OPERATION OF YOUR VEHICLE, WHETHER OR NOT THE CAUSE IS RELATED TO A COVERED REPAIR, REPLACEMENT, OR SERVICE.
9. PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT. THESE ARE NOT INCLUDED UNDER ANY CIRCUMSTANCE.
10. ANY NON-U.S./CANADIAN SPECIFICATION MODEL VEHICLE, GREY MARKET VEHICLE, OR ANY VEHICLE: WITH A BRANDED OR SALVAGED TITLE, THAT WAS DECLARED A TOTAL LOSS OR LEMON, THAT WAS REPOSSESSED/SURRENDERED, THAT IS NO LONGER IN YOUR POSSESSION, OR THAT HAD THE ORIGINAL MANUFACTURER'S WARRANTY VOIDED FOR ANY REASON. A VEHICLE THAT IS ORIGINALLY TITLED IN CANADA AND IMPORTED TO THE U.S. IS PERMISSIBLE, ASSUMING THE VEHICLE IS PROFESSIONALLY CONVERTED TO MEET U.S. SAFETY STANDARDS AND REGULATIONS. ACCEPTANCE OF THE CONVERTED VEHICLE IS NOT DEPENDENT UPON AN ACTIVE MANUFACTURER'S WARRANTY.
11. ANY INVOICE PRESENTED TO US FOR PAYMENT IN WHICH THE REPAIRS, REPLACEMENTS, OR SERVICES WERE NOT PERFORMED AS DESCRIBED, AT THE TIME OF AUTHORIZATION.
12. ANY DAMAGE CAUSED BY ACTS OF CRIME/NATURE INCLUDING, BUT NOT LIMITED TO: FALLING OBJECTS, THEFT, LARCENY, EXPLOSIONS, LIGHTNING, EARTHQUAKES, HURRICANES, TORNADOES, HAIL, FIRES, WINDSTORMS, WATER, FLOODS, SUBMERSION, FREEZING TEMPERATURES, VANDALISM, RIOTS, GUN FIRE, TARGETED ATTACKS, BRANDISHING/DISCHARGING OF WEAPONS, BODILY FLUIDS, CIVIL COMMOTION, LABOR DIFFICULTIES, MALICIOUS MISCHIEF, ACTS OF GOD, NATURAL DISASTERS, ETC.
13. ANY CLAIM FOR ANY PART OR REPAIR THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS TO BE REPAIRED, REPLACED, ADJUSTED, OR UPDATED (INCLUDING UPDATING SOFTWARE OR PROGRAMMING), IN CONJUNCTION WITH A COVERED SERVICE WHEN A BREAKDOWN OF THAT PART HAS NOT OCCURRED. THIS INCLUDES MODIFICATION, REPLACEMENT, OR ALTERATION OF ORIGINAL SYSTEMS NECESSITATED BY THE REPLACEMENT OF AN OBSOLETE, SUPERSEDED, REDESIGNED, OR UNAVAILABLE PART.
14. HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR THE CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS.
15. ANY BREAKDOWN OF A COVERED PART OR A NON-COVERED PART RESULTING FROM CONSEQUENTIAL DAMAGE, EXCEPT AS

LISTED UNDER THE CONSEQUENTIAL DAMAGE COVERAGE UNDER THE LIMITS OF LIABILITY SECTION.

16. THE GRADUAL REDUCTION IN A COVERED PART'S OPERATING PERFORMANCE, WHERE A BREAKDOWN HAS NOT OCCURRED, INCLUDING LEAKAGE FROM SEALS AND GASKETS.
17. ANY BREAKDOWN CAUSED BY CONTAMINATION, RUST, RESIDUE, SLUDGE, RESTRICTED OIL FLOW, CORROSION, DETERIORATION DUE TO THE PASSAGE OF TIME, ELECTROLYSIS, OVERHEATING, AND/OR THE LACK OF COOLANTS/LUBRICANTS.
18. ANY CLAIM, IN WHICH YOUR VEHICLE'S ODOMETER HAS BEEN ALTERED, DISCONNECTED, OR IS INOPERABLE. IF THE ODOMETER BECOMES INOPERABLE DURING THE CONTRACT TERM, YOU MUST IMMEDIATELY NOTIFY US AND WITHIN 15 DAYS OF THE ODOMETER BECOMING INOPERABLE PROVIDE DOCUMENTATION PROVING THAT THE ODOMETER HAS BEEN REPAIRED.
19. BATTERY AND BATTERY CABLE/HARNESS, MOBILE CONNECTOR, WALL CONNECTOR, ANY FUTURE CONNECTORS, AND ANY RELATED CHARGING ADAPTERS, INTERIOR LED LIGHTING, STANDARD TRANSMISSION CLUTCH ASSEMBLY, FRICTION CLUTCH DISC AND PRESSURE PLATE, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS), GLASS, LENSES, SEALED BEAMS, LIGHT BULBS, FUSES, CIRCUIT BREAKERS, CELLULAR PHONES, GAME CENTERS, SPEAKERS, REMOTE CONTROL CONSOLES, RADAR DETECTION DEVICES, BRAKE ROTORS AND DRUMS, ALL EXHAUST COMPONENTS, AND THE FOLLOWING EMISSION COMPONENTS: HOSES, LINES, CATALYTIC CONVERTER/FILTERING, EMISSION VAPOR SENSORS; WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL CHROME, UPHOLSTERY AND CARPET, PAINT, OUTSIDE ORNAMENTATION, BUMPERS, BODY SHEET METAL AND PANELS, FRAME AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES, AND/OR WHEELS/RIMS. EXTERNAL NUTS, BOLTS, AND FASTENERS ARE NOT COVERED UNLESS SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGES (EXCEPT WHERE REQUIRED IN CONJUNCTION WITH A COVERED SERVICE).
20. ANY CLAIM, IF YOUR VEHICLE HAS A GROSS VEHICLE WEIGHT RATING OVER 16,000 LBS.
21. ANY CLAIM, IF YOUR VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, PRINCIPALLY OFF ROAD USE, OR RENTAL PURPOSES.
22. ANY CLAIM, IF YOUR VEHICLE IS USED FOR BUSINESS USE, UNLESS YOU SELECTED A COVERAGE LEVEL THAT INCLUDES RIDESHARE.
23. ANY CLAIM, IF YOUR VEHICLE IS USED FOR COMMERCIAL USE, REGARDLESS OF WHICH COVERAGE LEVEL YOU SELECTED.
24. ANY LOSS ARISING OUT OF THE UNAUTHORIZED ACCESS/USE OF ANY SYSTEM, SOFTWARE, HARDWARE, OR FIRMWARE AND/OR ANY MODIFICATION, REPROGRAMMING, DESTRUCTION, OR DELETION OF DATA OR SOFTWARE BY ANY MEANS.

HOW TO MAKE A CLAIM

In the event of a Breakdown **DURING NORMAL BUSINESS HOURS**, You must:

1. Take immediate action to prevent any further damage to Your Vehicle.
2. Contact Us at (844) 878-9431 for repair network appointments, prior authorization, and a claim number for any claim, **BEFORE ANY WORK IS COMMENCED**.
3. Take Your Vehicle to an authorized service center or licensed Repair Facility and provide this Contract or Contract number, when required and possible.
4. Provide "tear down authorization" when requested by Us, so that the Repair Facility can provide an accurate diagnosis and repair estimate. You will be responsible for any charges associated with the tear down, if it is determined that the Breakdown is not a Covered Service under this Contract.
5. Provide Us with any documents that are required to facilitate Your claim within 45 days of the completed Covered Service. You may do so by mailing them to: Axiom Product Administration Inc., 1 Progress Point Parkway, Suite 101, O'Fallon, MO, 63368. You may also scan Your documents and email them to programclaims@axiomadmin.com or FAX them to (636) 614-0519.

Pre-authorization is granted based on the information We are provided. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied. The amount authorized by Us is the maximum amount that will be paid for repairs, replacements, or services covered under this Contract. Any additional amounts must receive prior authorization from Us.

In the event of a Breakdown **OUTSIDE NORMAL BUSINESS HOURS**, You may either elect to wait for authorization or proceed with repairs, replacements, or services. If You proceed with repairs, replacements, or services without Our prior authorization, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Contract. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon Our request, and 2) You must contact Us within 2-3 business days. If You are not able to contact Us within this time frame, it may impact reimbursement consideration. You will be responsible for repair Costs, if it is determined that the Breakdown was not a Covered Service under this Contract. All claim documentation must be received within 30 days of a completed Covered Service to be eligible for payment.

CANCELLATION

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time. To initiate a cancellation, You must use one of the following methods: 1.) go online at aaavehicleprotectionplan.subscriptionwarranty.com or 2.) call (844) 878-9431. If You cancel Your Contract within the first 7 days from the original Effective Date, You will receive a 100% refund of the Enrollment Fee and first Monthly Payment, unless You initiated/ filed a mechanical claim or used any other inclusive Ancillary Benefits. If You cancel after day 7, or if You initiated/ filed a mechanical claim or used any other inclusive Ancillary Benefits in the first 7 days, no refund will be due to You and Your coverage will remain in force until the final day of Your last paid-in-full Term. You can cancel this Contract after the 7-day Trial Period and up to 48 hours in advance of Your next scheduled Monthly Payment, to waive further subscription charges.
2. **CANCELLATION BY US:** We may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee;
 - (b) a material misrepresentation made by You; or
 - (c) a substantial breach of duties by You relating to the Vehicle or its use. Breach of duties may include acts of fraud, omission, violation of any condition in this Contract, etc.

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

TRANSFER

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

OBLIGATIONS

Obligations under this Contract are insured under an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038. In the event We cease to operate, are bankrupt, or Your claim is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company. To do so, please call the following toll-free number for instructions: (866) 505-4048.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Dispute Resolution/Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Contract), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Dispute Resolution/Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Contract, including but not limited to claims related to the underlying transaction giving rise to this Contract, claims related to the

sale or fulfillment of this Contract, and claims against any third-party (including the Seller and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Contract or the underlying transaction or the sale or fulfillment of this Contract (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Contract.

The Parties agree and acknowledge that the transaction evidenced by this Contract affects interstate commerce. The Parties further agree that all issues relating to this Dispute Resolution/Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Dispute Resolution/Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Contract shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER: All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Contract shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Dispute Resolution/Arbitration Agreement and Class Action Waiver and the other provisions of this Contract or any other agreement, this Dispute Resolution/Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION: YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN 30 DAYS OF THE PURCHASE OF THIS CONTRACT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLER). To opt out, You must send written notice to either: (1) 1 Progress Point Parkway, Suite 101, O'Fallon, MO, 63368, Attn: Legal or (2) legal@axiomadmin.com, with the subject line, "Arbitration Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Contract; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

SUBSCRIPTION SYNOPSIS

This Monthly Subscription Service Contract, hereinafter Contract, protects Your Vehicle from mechanical failure of any covered original or like replacement part. You can choose from 4 different Coverage Levels. The Coverage Level You choose will determine which parts will be covered. All Coverage Levels adhere to the restrictions detailed in the Exclusions section. This Contract is a monthly auto renewal term subscription, meaning this Contract renews on the same day every month and a Monthly Payment will automatically be deducted from a payment account provided by You, until the subscription is cancelled. The day of the month is based on the Effective Date of this Contract. Your payment will be processed on the last day of the month, if Your Due Date is on the 29th, 30th, or 31st and NOT available for a billing cycle. When You initially enroll for this Contract, You will receive coverage for the first 7 days from the original Effective Date completely risk free. If You decide to cancel during this 7-day Trial Period, You will receive a 100% refund, unless You have initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits offered under this Contract. If You cancel after day 7, or if You initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits in the first 7 days, no refund will be due to You and Your coverage will remain in force until the final day of Your last

paid-in-full Term. You can cancel this Contract after the 7-day Trial Period and up to 48 hours in advance of Your next scheduled Monthly Payment, to waive further subscription charges. Pre-existing conditions are not covered under this Contract. Any claim that occurs within the first 45 days from the original Effective Date will require a mandatory third-party inspection to examine the extent, nature, and possible cause(s) leading to a claim during this period of time. If a claim is filed within the first 45 days from the original Effective Date, You are solely responsible for paying the Inspection Fee (up to a maximum of \$150) directly to the Administrator, so they can appoint an inspector. The Inspection Fee must be paid before Your Vehicle can be inspected and/or authorization can be granted for any possible Covered Services. This is **ONLY** for a claim that is filed within the first 45 days of coverage. Your Monthly Payment is the amount You must pay each month, in order to be eligible for the Covered Services outlined in this Contract. Your Monthly Payment includes Your Base Monthly Payment, Monthly Connect Fee(s), and any taxes that are required by state law. Your Base Monthly Payment is based on the Coverage Level and Deductible You choose. The Deductible is the amount You must pay for approved and authorized Covered Services, per visit. This amount must be paid each time You make a claim and have an approved and authorized Covered Service performed. If a Warranty deductible charge is imposed by the manufacturer, this Contract will pay the manufacturer's deductible. The Deductible does **NOT** apply to Ancillary Benefits within this Contract. You can choose to add Monthly Connect Fees, which are integrated benefits including: WIFI in Your Vehicle, Satellite Radio, OEM connected services, and/or any other third-party services (where integration is available), but these are completely optional. Your Initial Payment includes the Enrollment Fee plus Your first Monthly Payment. The Enrollment Fee is the fee for enrollment and activation in this Contract. All payment amounts can be found on the Registration Page of Your Contract. All eligible Covered Parts can be found in the What Your Contract Covers section, but are restricted to those included in the Coverage Level You selected. Defined terms that are capitalized throughout this section, as well as the other sections of this Contract, can be found in the Definitions section.

If You have any **QUESTIONS** regarding Your Contract, please contact Us by calling (844) 878-9431 or emailing aaavehicleprotectionplan@subscriptionwarranty.com. If You ever need to physically mail documentation to Us, Our address is Axiom Product Administration Inc., 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368.

If You need to **CANCEL** Your Contract, please go online at aaavehicleprotectionplan.subscriptionwarranty.com or call Us at (844) 878-9431.

For all **GENERAL INQUIRIES**, please email Us at aaavehicleprotectionplan@subscriptionwarranty.com.

PRIVACY POLICY

We are committed to user privacy. For information on how We collect, use, and disclose Your personal information, please review Our Privacy Policy at axiomadmin.com/privacy-policy.

STATE AMENDMENTS

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

ALABAMA: Cancellation section items 1. and 2. are amended by adding the following:

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

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:
Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

ALASKA: Cancellation section items 1. and 2. are amended by adding the following:

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

The Obligations section is amended by adding the following:

If We fail to provide a Covered Service under this Contract within 30 days after You notify Us of a claim, You are entitled to apply directly to the insurer for payment of Our obligation.

ARIZONA: The Exclusions section is amended by adding the following:

Exclusions 5., 18., 20., 21., and 22. are only applicable if the damage or loss occurred while You owned the Vehicle.

Exclusions section item 9. is deleted and replaced with the following:

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

The Obligations section is deleted and replaced with the following:

Our obligations under this Contract are insured under an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038. In the event We cease to operate, are bankrupt or Your claim is not paid within 30 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company. Please call (866) 505-4048 for instructions on how to file a claim.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

Arbitration does not prohibit You from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09m, Unfair Trade Practices, as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 N. 15th Ave., Suite 102, Phoenix, AZ 85007, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a service company issuing an approved service contract under the provisions of A.R.S. §20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll-free phone number 1-602-364-2499.

COLORADO: The Obligations section is amended by adding the following:

Obligations under this Contract are guaranteed by reimbursement insurance policy number WIC-APA-SCRI-XOL-010121 issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038, Tel: (866) 505-4048.

CONNECTICUT: The following disclosure is added to this Contract:

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

Cancellation section item 1. is amended by adding the following:

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

The Obligations section is amended by adding the following:

You may file a claim with Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038, Tel: (866) 505-4048, if We fail to perform according to the terms of this Contract.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

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

DISTRICT OF COLUMBIA (D.C.): Cancellation section items 1. and 2. are amended by adding the following:

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

FLORIDA: The following disclosures are added to this Contract:

In Florida, the Vehicle Service Contract Provider is Axiom Product Administration Inc., Florida License #22-473835621, 1 Progress Point Parkway Suite 101, O'Fallon, MO 63368, 844-252-0937.

At Our discretion, replacement parts used in Covered Services may include non-original equipment manufacturer parts, new remanufactured parts, or used parts that meet the quality standards of the Repair Facility or Us.

The following is added to the Notice To Consumer provision on the Registration Page is deleted and replaced with the following:

You acknowledge Your understanding of and agree to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section in this Contract. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. You acknowledge Your understanding of the Limited Applicability of the Federal Magnuson Moss Warranty Act as set out in this Contract. You acknowledge that any misrepresentation on Your part may result in the denial of a claim.

The rate charged to you for this Contract is not subject to regulation by the Florida Office of Insurance Regulation.

I agree and acknowledge that I have paid an additional fee for this Contract that is separate and apart from the Vehicle Purchase Price. Because of that separately stated consideration, I agree and acknowledge that this Contract is not part of the basis of the bargain for my purchase of the covered Vehicle. I further agree and acknowledge that the Administrator under this Contract is not the supplier of the covered Vehicle. Consequently, this Contract is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Contract is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

The additional fee that is required for coverage under this Contract is completely separate from the purchase price You paid for the Vehicle. Therefore, this Contract shall have no bearing on Your decision to purchase the covered Vehicle. Furthermore, the Administrator of this Contract is NOT the supplier of the covered Vehicle.

Cancellation section item 2. is deleted and replaced with the following:

- 2. CANCELLATION BY US:** We may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, in which case We shall provide You a notice of cancellation by certified mail;
 - (b) a material misrepresentation made by You at the time of sale of this Contract;
 - (c) the odometer has been tampered with or disabled and You have failed to repair it; or
 - (d) You fail to maintain the Vehicle as prescribed by the manufacturer.

GEORGIA: The Registration Page is amended by adding the following:

Pre-existing conditions known to You are not covered under the terms and conditions of this Contract.

Exclusions section item 4. is removed in its entirety.

Exclusions section items 5., 9., 12., 17., and 18. are deleted and replaced with the following:

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

Cancellation section item 1. is amended by adding the following:

- 1. CANCELLATION BY YOU:** If You cancel this Contract after day 7 or if a claim has been filed in the first 7 days, any unearned premium will be refunded on a short rate (90% of pro-rata) basis.

Cancellation section item 2. is deleted and replaced with the following:

- 2. CANCELLATION BY US:** We may cancel this Contract based on one or more of the following reasons: (a) non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee; (b) a material misrepresentation made by You; or (c) fraud by You relating to the Vehicle or its use. If We cancel this Contract for any other reason other than non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, We will mail You written notice of cancellation prior to the effective date of cancellation. If We cancel this Contract, We will provide any refund due on or before the effective date of cancellation. Any unearned premium will be refunded on a pro-rata basis. All cancellations shall be in accordance with O.C.G.A. § 33-24-44. A 10 day written notice of cancellation will be mailed to You at Your last known address, if cancellation is for non-payment of policy premium.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is deleted in its entirety.

HAWAII: Cancellation section items 1. and 2. is amended by adding the following:

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

IDAHO: The following disclosure is added to this Contract:

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

INDIANA: The following disclosure is added to this Contract:

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

The Obligations section is amended by adding the following:

You may also request payment from the insurer for any refund that We fail to pay within 60 days.

IOWA: The following disclosure is added to this Contract:

You may contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.

Cancellation section item 1. and item 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 30 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund. If You cancel we shall mail a written notice of cancellation to You within 15 days of the effective date of cancellation.
- 2. CANCELLATION BY US:** If We cancel this Contract, We will mail written notice to You at least 15 days prior to the effective date of cancellation stating the date and reason for cancellation.

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

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

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

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

The following disclosures are added to this Contract:

This Contract is not regulated by the Department of Insurance.

Any concerns or complaints regarding this Contract may be directed to the attorney general.

Cancellation section items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
- 2. CANCELLATION BY US:** If We cancel this Contract, We will mail written notice to You at least 15 day prior to the effective date of cancellation stating the date and reason for cancellation.

MAINE: Cancellation section items 1. and 2. are amended by adding the following:

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

The Obligations section is amended by adding the following:

You may also request payment from the insurer for any refund that We fail to pay within 7 days.

MARYLAND: The following disclosures are added to this Contract:

The company listed on the Enrollment Page as the Enrollment Company is the seller of this Contract. The Enrollment Company in the state of Maryland is Axiom Product Administration, Inc., 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 878-9431.

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

You will not be assessed the Mandatory Customer Paid Inspection Fee prior to inspection in the state of Maryland. If You authorize an inspection and the repair needed is a Covered Service, We will cover all reasonable inspection and diagnostic expenses as a part of the Covered Service. However, if You authorize an inspection and the repair needed is not a Covered Service, You must pay the Repair Facility/inspector directly for all inspection and diagnostic expenses, in addition to the charges for the uncovered repairs.

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

BREAKDOWN: The mechanical failure of any original or like replacement part covered by this Contract to perform its intended function(s) due to defects, faulty workmanship in the manufacturing process, or normal Wear & Tear, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owner's Manual.

Exclusions section item 4. is removed in its entirety.

Cancellation section item 1. is amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 20 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

The Obligations section is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038. In the event the Obligor fails to pay any claim or make any refund or consideration due within 60 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company. To do so, please call the following toll-free number for instructions: (866) 505-4048.

MASSACHUSETTS: The following disclosure is added to this Contract:

NOTICE TO YOU: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR VEHICLE. THE BENEFITS PROVIDED UNDER THIS CONTRACT MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE.

THE SELLER OF THIS CONTRACT IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Cancellation section item 1. is amended by adding the following:

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

MINNESOTA: Cancellation section items 1. and 2. are amended by adding the following:

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

MISSISSIPPI: The following disclosure is added to this Contract:

All instances of Trial Period shall extend past the stated 7 days and instead allow for 20 days in the state of Mississippi.

The Definitions section is amended by deleting the definition of Trial Period and replacing it with the following:

TRIAL PERIOD: When You initially enroll for this Contract, You will receive coverage for the first 20 days from the original Effective Date completely risk free. If You decide to cancel during the Trial Period, You will receive a 100% refund, unless You have initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits offered under this Contract.

Cancellation section items 1. and 2. are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time. To initiate a cancellation, You must use one of the following methods: 1.) go online at aaavehicleprotectionplan.subscriptionwarranty.com or 2.) call (844) 878-9431. If You cancel Your Contract within the first 20 days from the original Effective Date, You will receive a 100% refund of the Enrollment Fee and first Monthly Payment, unless You initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits. If You cancel after day 20, or if You initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits in the first 20 days, You will receive 100% of the unearned pro-rata refund of the Enrollment Fee and first Monthly Payment, less the amount of any claims paid. You can cancel this Contract up to 48 hours in advance of Your next scheduled Monthly Payment, to waive further subscription charges. The right to cancel this Contract in the first 20 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract for non-payment, We will mail written notice to You at least 10 days prior to the effective date of cancellation stating the date and reason for cancellation. If We cancel this Contract for any other reason, We will mail written notice to You at least 30 days prior to the effective date of cancellation stating the date and reason for cancellation.

MISSOURI: Cancellation section item 1. is amended by adding the following:

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

NEVADA: The following disclosures are added to this Contract:

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

This is not an insurance contract.

THIS CONTRACT CONTAINS A REDUCED PAYOUT PERIOD. ANY CLAIM THAT OCCURS WITHIN THE FIRST 45 DAYS FROM THE ORIGINAL EFFECTIVE DATE WILL HAVE A REDUCED PAYOUT. THIS CONTRACT IS NOT DESIGNED TO COVER PRE-EXISTING CONDITIONS, SO ANY CLAIM THAT OCCURS WITHIN THE FIRST 45 DAYS FROM THE ORIGINAL EFFECTIVE DATE SHALL NOT BE GRANTED A PAYOUT GREATER THAN YOUR INITIAL PAYMENT. ANY CLAIM THAT OCCURS AFTER THIS PERIOD WILL BE PAID ACCORDING TO THE TERMS AND CONDITIONS HEREIN.

Exclusions section item 9. is deleted and replaced with the following:

- 9. THIS CONTRACT WILL NOT BE INITIALLY ISSUED TO ANY VEHICLE WHOSE ORIGINAL WARRANTY HAS EVER BEEN VOIDED BY THE MANUFACTURER. HOWEVER, IF THIS CONTRACT HAS ALREADY BEEN ISSUED AND THE MANUFACTURER'S WARRANTY BECOMES VOID DURING THE CONTRACT TERM, WE WILL NOT AUTOMATICALLY SUSPEND ALL COVERAGE. WE WILL NOT PROVIDE ANY COVERAGE THAT WOULD HAVE OTHERWISE BEEN PROVIDED UNDER THE MANUFACTURER'S WARRANTY. HOWEVER, WE WILL CONTINUE TO PROVIDE ANY OTHER COVERAGE UNDER THIS CONTRACT, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS CONTRACT.**

Cancellation section items 1. and 2. are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle. To initiate a cancellation, You must use one of the following methods: 1.) go online at aaavehicleprotectionplan.subscriptionwarranty.com or 2.) call (844) 878-9431. If You cancel Your Contract within the first 10 days from the original Effective Date, You will receive a 100% refund of the Enrollment Fee and first Monthly Payment, unless You initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits. If You cancel after day 10, or if You initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits in the first 10 days, We will refund the unearned Monthly Payment to You, less a \$25 cancellation fee. The cost of claims paid/services provided will not be deducted from any refund due to You. The unearned Monthly Payment will be calculated on a pro-rata basis and will be determined based on the days remaining for the Term. You can cancel this Contract after the 7-day Trial Period and up to 48 hours in advance of Your next scheduled Monthly Payment, to waive further subscription charges. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% penalty will be added to Your refund.
- 2. CANCELLATION BY US:** We may cancel this Contract for any reason within the first 7 days of the Effective Date. After this Contract has been in effect for at least 7 days, We may only cancel this Contract on one of the following grounds, and We will not charge a cancellation fee: (a) failure by You to pay the Enrollment Fee, Monthly Payment, and/or Inspection Fee; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; (d) Your act or omission or violation of any condition of this Contract, which occurred after the Effective Date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If We cancel this Contract, We will refund the unearned Monthly Payment to You. The unearned Monthly Payment will be calculated on a pro-rata basis and will be determined based on the days remaining for the Term. We will mail You a written notice of cancellation at least 15 days prior to the effective date of cancellation.

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

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

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is deleted and replaced with the following:

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the dispute. A judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration, unless the law of resident State, at the time of purchase, dictates otherwise. This provision is subject to RSA 542 or any civil action or alternative dispute resolution procedure brought in connection with the Contract must be brought in the courts of a jurisdiction other than New Hampshire.

NEW JERSEY: Cancellation section items 1. and 2. are amended by adding the following:

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

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

You may contact the New Mexico office of Superintendent of Insurance at 1120 Paseo De Peralta 4th Fl, Santa Fe, NM 87501, Tel: (855) 427-5674.

Cancellation section item 1. is amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We fail to make a refund within 45 days after return of the Contract, We will pay a penalty of 10% of the Contract Purchase Price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid.

Cancellation section item 2. is deleted replaced with the following:

- 2. CANCELLATION BY US:** We may cancel this contract for any reason within the first 70 days of the Effective Date. After this Contract has been in effect for at least 70 days, We may only cancel this Contract on one of the following grounds, and We will not charge a cancellation fee: (a) failure by You to pay the Enrollment Fee, Monthly Payment, and/or Inspection Fee; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; (d) Your act or omission or violation of any condition of this Contract which occurred after the Effective Date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If We cancel this Contract, We will mail You a written notice of cancellation at least 15 days prior to the effective date of cancellation.

NEW YORK: Cancellation section items 1. and 2. are amended by adding the following:

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

OKLAHOMA: The following disclosures are added to this Contract:

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

Cancellation section items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** If You cancel this Contract after the first 7 days, or if a claim has been made in the first 7 days, We will refund 90% of the unearned Monthly Payment to You calculated on a pro-rata basis determined by the days remaining, less any paid or pending claims.
- 2. CANCELLATION BY US:** If We cancel this Contract, We will refund 100% of the unearned Monthly Payment to You calculated on a pro-rata basis determined by the days remaining, less any paid or pending claims.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

While arbitration is mandatory, the outcome of any arbitration shall be non-binding on both parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON: The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

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

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

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

Cancellation section items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
- 2. CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to You at least 15 days before the cancellation date stating the cancellation date and reason for cancellation.

TEXAS: The following disclosure is added to this Contract:

Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation, 920 Colorado St, Austin, TX 78701, Tel: (512) 463-6599. Please reference SCP License #692.

Cancellation section items 1. and 2. are amended by adding the following:

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

The Obligations section is deleted and replaced with the following:

Obligations under this Benefit Program are insured under an Insurance Policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038. In the event We cease to operate, are bankrupt or Your claim is not paid within 45 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company. To do so, please call the following toll-free number for instructions: (866) 505-4048.

UTAH: The following disclosure is added to this Contract:

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

The Registration Page is amended by adding the following:

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

The How To Make a Claim section is amended by adding the following:

Failure to give any notice or file any proof of loss within the time specified will invalidate a claim made by You, unless You show 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.

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

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

The Dispute Resolution/Arbitration Agreement and Class Action Waiver 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.

VIRGINIA: The following disclosure is added to this Contract:

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

WASHINGTON: The following disclosures are added to this Contract:

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

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

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

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

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

Customer Initials

Exclusions section item 2. is deleted and replaced with the following:

2. ANY REPAIR, REPLACEMENT, OR SERVICE THAT WAS NOT PRE-AUTHORIZED BY US, WITH THE EXCEPTION OF EMERGENCY REPAIRS REQUIRED OUTSIDE OF NORMAL BUSINESS HOURS.

Cancellation section item 1. is deleted and replaced with the following:

1. CANCELLATION BY YOU: You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle. To initiate a cancellation, You must use one of the following methods: 1.) go online at aaavehicleprotectionplan.subscriptionwarranty.com or 2.) call (844) 878-9431. If You cancel Your Contract within the first 30 days from the original Effective Date, You will receive a 100% refund of the Enrollment Fee and first Monthly Payment, unless You initiated/ filed a mechanical claim or used any other inclusive Ancillary Benefits. If You cancel after day 30, or if You initiated/ filed a mechanical claim or used any other inclusive Ancillary Benefits in the first 30 days, We will refund the unearned Monthly Payment to You, less a \$25 administrative fee and less any paid or pending claims. The unearned Monthly Payment will be calculated on a pro-rata basis and will be determined based on the days remaining for the Term. You can cancel this Contract up to 48 hours in advance of Your next scheduled Monthly Payment, to waive further subscription charges. If We do not provide Your refund within 30 days of the effective date of cancellation a 10% penalty will be added to Your refund.

Cancellation section item 2. is amended by adding the following:

2. CANCELLATION BY US: We may only cancel this Contract within 60 days from the date of sale. If We cancel this Contract for any reason other than non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, We will mail You written notice stating the reason for cancellation prior to cancellation and We will refund You 100% of the Enrollment Fee, Monthly Payment, and/or Inspection Fee. If this Contract is cancelled for non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, no refund will be due to You.

The Obligations section is deleted and replaced with the following:

Our obligations under this Contract are insured under an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038, Tel: (866) 505-4048. You are entitled to apply directly to Wesco Insurance Company for a refund, payment, or performance due. The policy number for the service contract reimbursement policy issued by Wesco Insurance Company is WIC-APA-SCRI-WA-010121.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver is deleted in its entirety.

The Subscription Synopsis section, is amended by adding the following:

The right to cancel Your Contract extends beyond the limitations stated in this section. Please see the CANCELLATION BY YOU amendment for Washington, for full details of Your rights.

WISCONSIN: The following disclosures are added to this Contract:

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

All instances of Trial Period shall extend past the stated 7 days and instead allow for 20 days in the state of Wisconsin.

The Definitions section is amended by deleting the definition of Trial Period and replacing it with the following:

TRIAL PERIOD: When You initially enroll for this Contract, You will receive coverage for the first 20 days from the original Effective Date completely risk free. If You decide to cancel during the Trial Period, You will receive a 100% refund, unless You have initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits offered under this Contract.

The Your Responsibilities, Subrogation section, is deleted and replaced with the following:

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

Cancellation, items 1. and 2. are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a total loss of the Vehicle occurs. To initiate a cancellation, You must use one of the following methods: 1.) go online at aaavehicleprotectionplan.subscriptionwarranty.com or 2.) call (844) 878-9431. If You cancel Your Contract within the first 20 days from the original Effective Date, You will receive a 100% refund of the Enrollment Fee and first Monthly Payment, unless You initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits. If You cancel after day 20, or if You initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits in the first 20 days, You will receive 100% of the unearned pro-rata refund of the Enrollment Fee and first Monthly Payment, less a 10% administrative fee and less any paid or pending claims. If You cancel this Contract due to a total loss of the Vehicle, no administrative fee will be assessed. You can cancel this Contract up to 48 hours in advance of Your next scheduled Monthly Payment, to waive further subscription charges. The right to cancel this Contract in the first 20 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
- 2. CANCELLATION BY US:** We may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee;
 - (b) a material misrepresentation made by You; or
 - (c) a substantial breach of duties by You relating to the Vehicle or its use.

If We cancel this Contract for any reason other than non-payment, We will mail written notice of cancellation to You at Your last known address at least 5 days before the cancellation date stating the cancellation date and reason for cancellation and You will receive 100% of the unearned pro-rata refund of the Enrollment Fee and first Monthly Payment, less a 10% administrative fee and less any paid or pending claims. If this Contract is cancelled for non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, no refund will be due to You.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

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

WYOMING: The following disclosure is added to this Contract:

All instances of Trial Period shall extend past the stated 7 days and instead allow for 20 days in the state of Wyoming.

The Definitions section is amended by deleting the definition of Trial Period and replacing it with the following:

TRIAL PERIOD: When You initially enroll for this Contract, You will receive coverage for the first 20 days from the original Effective Date completely risk free. If You decide to cancel during the Trial Period, You will receive a 100% refund, unless You have initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits offered under this Contract.

Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time. To initiate a cancellation, You must use one of the following methods: 1.) go online at aaavehicleprotectionplan.subscriptionwarranty.com or 2.) call (844) 878-9431. If You cancel Your Contract within the first 20 days from the original Effective Date, You will receive a 100% refund of the Enrollment Fee and first Monthly Payment, unless You initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits. If You cancel after day 20, or if You initiated/filed a mechanical claim or used any other inclusive Ancillary Benefits in the first 20 days, no refund will be due to You and Your coverage will remain in force until the final day of Your last paid-in-full Term. You can cancel this Contract up to 48 hours in advance of Your next scheduled Monthly Payment, to waive further subscription charges. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

Cancellation section item 2. is amended by adding the following:

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

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

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