

Please call (866) 830-4191 if you have any questions.

This Road Hazard Plan ("Plan") is afforded to You with the purchase of Your tires provided by ABS Risk, LLC (also referred to herein as "Obligor", "We", "Us", and "Our"), Administrative Office: 10170 Church Ranch Way, Suite 320, Westminster, CO 80021, (888) 268-4888, and administered by Automotive Business Solutions ("Program Administrator") P.O. Box 33535, Denver, CO 80233. This Plan covers only the eligible tires You purchased and installed on the vehicle identified on the original purchase receipt. This Plan only applies to passenger and light truck tires, which during its tread life or within the covered period of time, becomes unserviceable because of a road hazard. A road hazard occurs when a tire fails due to a puncture, bruise or break incurred during the course of normal driving on a maintained road. Nails, glass, and potholes would be the most common examples of road hazard damage.

WHAT YOU MUST DO TO OBTAIN SERVICE

You must contact the Program Administrator by calling (866) 830-4191 for tire replacement. Prior authorization must be obtained from the Program Administrator to replace a tire damaged by a road hazard. YOU MUST PRESENT THE ORIGINAL INVOICE SHOWING THE PURCHASE OF THE TIRE(S). The damaged tire must be made available for inspection by the repair facility and/or the Program Administrator. All claims and any required documentation must be submitted to the Program Administrator within sixty (60) days of the date of failure and/or service. This Plan does not have a deductible.

WHAT IS COVERED BY THIS PLAN

This Plan is valid for thirty-six (36) months from the purchase date of Your eligible tire(s), as stated on the original purchase receipt, or until any portion of the tire treadwear is worn to 2/32 of an inch or less, whichever occurs first (the "Coverage Period").

Tire Replacement: If an eligible tire becomes unserviceable because of a road hazard, and cannot be safely repaired per the manufacturer's guidelines, during the Coverage Period, this Plan will cover the cost of the replacement as follows:

- If the tire failure occurs within the first twelve (12) months following the Plan Purchase Date, an exact make and model replacement tire will be installed. If not available, this Plan will cover the cost, up to one hundred percent (100%) of the retail price paid (as stated on the original sales invoice) for the original tire, of a comparable quality tire.
- If the tire failure occurs within the second twelve (12) months following the Plan Purchase Date, this Plan will cover up to fifty percent (50%) of the retail price

paid for the original tire (as stated on the original sales invoice) of a comparable quality tire.

- If the tire failure occurs within the third twelve months following the Plan Purchase Date, this Plan will cover up to twenty-five percent (25%) of the retail price paid for the original tire (as stated on the original sales invoice) of a comparable quality tire.

You will be responsible for any taxes, mounting, balancing, and any other miscellaneous fees. This Plan does not transfer to the replacement tire.

EXCLUSIONS AND LIMITATIONS

The following vehicles are not eligible for Plan coverage: Vehicles with a manufacturer's load rating capacity of greater than one (1) ton. Vehicles used for farm or agricultural purpose. Any emergency service vehicle, any vehicle used for hire (including Lyft, Uber or similar type of service), towing, construction, postal service, off-road service, or commercial purposes. Coverage excludes damage from off-road use, collision, fire, vandalism, theft, snow chains, manufacturer's defects, abuse and neglect (i.e., improper application, improper inflation, overloading, brake lock up, wheel spinning, torque snags, etc.), cosmetic damage, sidewall abrasions or other appearance items that do not affect the safety or performance of the tire. Tires with torn beads. Also excluded are damages or irregular wear caused by misalignment, mechanical failures or interference with vehicle components, tires that have been repaired in a manner other than per manufacturer's guidelines. This Plan covers only the eligible tires installed on the vehicle registered to the customer and listed on the original purchase receipt. CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE EXCLUDED. Some states do not allow the exclusion or limitation of consequential and incidental damages; therefore, such limitations or exclusions may not apply to you. No expressed guarantees given other than that stated herein. This Plan gives You specific legal rights; You may have other rights, which vary from state to state.

THE PROGRAM ADMINISTRATOR RESERVES THE RIGHT TO DENY ANY CLAIM SUBMITTED WITH FALSE OR MISLEADING INFORMATION, OR IF THE DOCUMENTATION DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE OR TIRES. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY OBLIGOR OR ADMINISTRATOR, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE,

INCOMPLETE, OR MISLEADING INFORMATION MAY BE GUILTY OF A CRIME AND SUBJECT TO CIVIL AND/OR CRIMINAL SANCTIONS.

LIMITATION OF LIABILITY: THIS ROAD HAZARD PLAN SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING NEW TIRES PURCHASED. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR TIRE DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

CANCELLATION

You may return this Plan to the Selling Dealer within thirty (30) days of the Plan Purchase Date, if no claim has been made under the Plan, the Plan is void and you shall receive a refund of the full price paid for the Plan. After the first thirty (30) days from the Plan Purchase Date, we or the selling dealer will refund you a pro-rated amount of the Plan Purchase Price, based on the months remaining, if no claim has been made under the Plan. The Obligor may cancel this Plan for non-payment of Plan Purchase Price by the Selling Dealer to Obligor, or for material misrepresentations or fraud at time of sale. If Obligor cancels this Plan, Obligor or the selling dealer will refund you 100% of the Plan Purchase Price, if no claim has been made under the Plan.

TRANSFERABILITY

This plan is non-transferable

DISPUTE RESOLUTION/ARBITRATION AGREEMENT and CLASS ACTION

WAIVER

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Plan), You, We/the Administrator and Obligor (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This 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 related in any way to this Plan, including but not limited to claims related to the underlying transaction giving rise to this Plan, or claims related to the sale, financing or fulfillment of this Plan (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 contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Administrator's and Obligor's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that You are a California resident or that You purchased Your Plan in California. 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 to this Plan.

The Parties agree and acknowledge that the transaction evidenced by this Plan affects interstate commerce. The Parties further agree that all issues relating to this 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 Arbitration Agreement and Class Action Waiver, then the law of the state where you purchased the Plan 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 number and URL: American Arbitration Association, (800) 778-7879, 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 Plan 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 or call (800) 778-7879. 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. The Administrator 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 the Obligor initiates arbitration against you, the Obligor 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 Arbitration Agreement and Class Action Waiver and the other provisions of this Plan or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO THE PROGRAM ADMINISTRATOR OR THE OBLIGOR WITHIN THIRTY (30) DAYS OF THE RECEIPT

OF THIS PLAN (THE DATE OF PURCHASE BEING INDICATED ON THE INVOICE FOR YOUR TIRE PURCHASE).

To opt out, You must send written notice to either: (1) 10170 Church Ranch Way, Suite 320, Westminster, CO 80021, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration/Class Action Waiver Opt Out." You must include in your opt out notice: (a) Your name and address; (b) the date you purchased your Plan; and (c) the selling dealer. If you properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

Privacy Policy: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.fortegra.com.

INSURANCE STATEMENT

ABS RISK LLC'S OBLIGATIONS TO PERFORM UNDER THIS PLAN ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA, GEORGIA, NEW YORK AND WISCONSIN.

CALIFORNIA - THE OBLIGOR IS INSURED BY RESPONSE INDEMNITY COMPANY OF CALIFORNIA, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256, TEL: (800) 888-2738.

GEORGIA - THE OBLIGOR IS INSURED BY INSURANCE COMPANY OF THE SOUTH, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256, TEL: (800) 888-2738.

NEW YORK - THE OBLIGOR IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256, TEL: (800) 888-2738.

WISCONSIN - THE OBLIGOR IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256, TEL: (800) 888-2738.

IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS AFTER YOU PROVIDE PROOF OF LOSS COVERED BY THIS PLAN, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS PLAN, YOU MAY SUBMIT

YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

**Road Hazard Plan - Administrator
PO Box 33535
Denver, CO 80233
(866) 830-4191**

STATE REQUIREMENTS AND DISCLOSURES

ALASKA: The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety and replaced with the following: If You and the Administrator and/or Obligor fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict Your rights or the rights of the Administrator and/or Obligor.

The claims time limit requirement for all coverage and corresponding exclusions, are not applicable; therefore, all references to such requirements are deleted in their entirety.

INSURANCE STATEMENT section is amended as follows: **IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN THIRTY (30) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS PLAN, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.**

ARIZONA: Nothing in this section prevents, limits, or waives Your rights to file a complaint against Us or seek remedy available thereto, with the Arizona Department of Insurance. We may not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the seller of this Plan.

ARKANSAS: Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

CALIFORNIA: CA DOI VSCP license # (OF82046)

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The clause stating, "It is understood and agreed that the transaction evidenced by this Plan takes place in a substantially affects interstate commerce" is removed in its entirety.

COLORADO: Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company (Policy Number: ABSOPS).

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

FLORIDA: The Obligor and Program Administrator under the Plan is amended to be ABS Risk, FL, Inc (obligor's FL License #: 48866).

The purchase price charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. Arbitration section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

GEORGIA: CANCELLATION is amended as follows: If You cancel the Agreement within thirty (30) days of the Agreement Purchase Date, and no claim has been made, We will refund You one hundred percent (100%) of the Agreement Purchase Price. After thirty (30) days, or if a claim has been made, We shall refund You one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to Us.

We may cancel this Agreement for non-payment of the Agreement Purchase Price, material misrepresentation, or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for, and effective date of, the cancellation. If We cancel this Agreement, We shall refund You one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price.

Pre-existing conditions known to You are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety.

IDAHO: Coverage afforded under this Plan is not guaranteed by the Idaho Insurance Guarantee Association. Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

INDIANA: This Plan is not insurance and is not subject to Indiana insurance law. Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

IOWA: Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 281-5705. Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

LOUISIANA: The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is voluntary and non-binding.

MAINE: Insurance Statement is amended as follows: If the provider fails to pay or provide service on a claim, within 60 days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

MARYLAND: Insurance Statement is amended as follows: In the event the Obligor fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, You may file a direct claim with the insurance company indicated in the Insurance Statement section of this Plan.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety.

MISSISSIPPI: This Plan is not supported by a manufacturer or distributor. This Plan is not an insurance policy.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

1. This Plan includes a binding DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER agreement.
2. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
3. The results of the Arbitration are final and binding on You and Us.
4. In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions.
5. When You become a Plan holder under this Plan, You must resolve any dispute related to the Plan by binding arbitration instead of a trial in court, including a trial by jury.
6. Binding arbitration generally takes the place of resolving disputes by a judge and jury.

7. Should You need additional information regarding the binding arbitration provision in the Plan, You may contact [(800) 888-2738].

MISSOURI: Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

NEBRASKA: The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this Plan, by a person covered under this Plan against Us or Us against a person covered under this Plan, may be resolved by arbitration only upon mutual consent of the parties.

Arbitration pursuant to this section shall be subject to the following:

1. No arbitrator shall have the authority to award punitive damages or attorney's fees;
2. Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA: If You are not satisfied with the manner in which We are handling the claim on the Plan, You may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234 or <http://doi.nv.gov/>.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety.

Pre-existing conditions known to You are not covered, including any covered tire that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

NEW HAMPSHIRE: If You have any questions regarding this Plan, You may contact Us by mail or by phone. Refer to the front of this Plan for Our address and toll-free number. In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301.

NEW MEXICO: If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

NEW YORK: Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

OHIO: This Plan is not an insurance policy and is not subject to the insurance laws of this state.

Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

OKLAHOMA: Obligor's OK License #: 517258758.

Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON: If You have any questions regarding this Plan, or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety.

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

TEXAS: Program Administrator TX License #: 297 and Obligor's TX License #: 800.

If You have any questions regarding the regulation of this Plan or a complaint against Us, You may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

UTAH: Coverage provided under this Plan is not guaranteed by the Property and Casualty Guarantee Association. This Plan is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If You are in need of emergency repairs and are unable to contact Administrator for prior authorization, then You may take Your tires to any state licensed repair facility to have the repairs performed prior to authorization by Administrator. In such a case, You must contact Administrator as soon as possible to open a claim file. Failure to obtain prior authorization from Administrator prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Administrator with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended as follows: Any matter in dispute between You and Obligor may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from Obligor. Any decision reached by arbitration shall be binding upon both You and Obligor. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

Pre-existing conditions known to You are not covered, including any covered tire that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

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

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

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to Your permanent residence.

WEST VIRGINIA: If a covered Claim is not paid within fifteen (15) working days from the agreed upon settlement, You may file a claim directly with the insurance company listed in the Insurance Statement section of this Plan.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

WISCONSIN: If a covered claim is not paid within sixty (60) days after You provide proof of loss, or if the Obligor becomes insolvent or otherwise financially impaired, You may file a claim directly with the insurance company, listed in the Insurance Statement section of this Plan, for reimbursement, payment, or provision of the service. In the state of Wisconsin, pre-authorization of repair work is required by Administrator. However, if extenuating circumstances prevent You from obtaining pre-authorization, Administrator will not deny a claim based solely on the lack of pre-authorization.

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

WYOMING: The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER is deleted in its entirety.