### ENHANCED PLUS VEHICLE PROTECTION

### ENHANCED PLUS VEHICLE PROTECTION SERVICE CONTRACT AND REGISTRATION APPLICATION

COSMETIC RIM PROTECTION • PAINTI ESS DENT REPAIR

SC<sub>2</sub>E

**COVERAGE TERM** 

additional years of coverage:

**1-YEAR EXTENSION** 

**2-YEAR EXTENSION** 

**3-YEAR EXTENSION** 

Check a box to extend the 2-year term for

(3 years total)

(4 years total)

(5 years total)

**2-YEAR TERM** 

• KEY REPLACEMENT & 24-HOUR ROADSIDE ASSISTANCE • WINDSHIELD REPAIR • EXTERIOR / INTERIOR PROTECTION

### **COVERED VEHICLE INFORMATION**

Year, Make, Model

VIN

Vehicle Purchase Price \$

Amount Financed \$

### VEHICLE OWNER

Vehicle Owner

Address, City, State, Zip

Email

Phone Home, Cell, Work

### **SELLING STORE**

Store Name, Store Number

Address, City, State, Zip, Phone

### LIENHOLDER/LESSOR

Lienholder/Lessor

Address, City, State, Zip, Phone

### COVERAGE

- Alloy Wheel Cosmetic Rim Protection
- · Paintless Dent Repair
- Key Replacement Plus & Roadside Assistance
- · Windshield Repair
- Exterior / Interior Protection

### PURCHASE PRICE

\$

THE PURCHASE OF THE ENHANCED VEHICLE PROTECTION IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE. THIS AGREEMENT IS NOT AN INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY.

SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES OF THIS AGREEMENT, AS WELL AS STATE SPECIFIC AMENDMENTS FOR YOUR STATE.

THERE IS NO DEDUCTIBLE FOR COVERAGE UNDER THIS CONTRACT.

### NOTIFY OBLIGOR OF COVERED DAMAGE WITHIN 14 DAYS FOR WINDSHIELD REPAIR AND 30 DAYS FOR EXTERIOR / INTERIOR PROTECTION

I ("Vehicle Owner") whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read the terms and conditions contained herein and I understand and agree to all of the provisions herein. This Agreement is between the Obligor and Vehicle Owner. ADDITIONALLY, IF I PURCHASED THE KEY REPLACEMENT COVERAGE, I CONFIRM THAT I RECEIVED AT LEAST TWO (2) COPIES OF THE KEY TO THE VEHICLE LISTED ABOVE ON THE MEMBERSHIP PURCHASE DATE.

Date of Sale (Effective Date of Agreement)	Vehicle Owner Signature	Dealer Signature
DECLINATION OF ENHANC	ED VEHICLE PROTECTION	
I do not choose to register n Protection Service Contract, Service Contract.	y vehicle under any of the Enhanced Vehicle Protection S I fully understand that I am not entitled to any of the Servi	Service Contract options. By not purchasing the Enhanced Vehicle ice Contract protection provisions provided under the terms of this
Vehicle Owner Signature		Date
Dealer Signature		Date
	Obligor / Service Contract	Provider

Siskin Enterprises, Inc. P.O. Box 58 Salt I ake City Utab 84110

O. Box 58 Salt Lake City, Utan 84110
Toll Free (800) 453-8470
mail: customerservíce@siskinent.com

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# ENHANCED VEHICLE PROTECTION

# I. DEFINITIONS

- Α. "Covered Key/Remote" means one of the keys/remotes provided to you at the time of vehicle's original delivery.
- Β. "Covered Repair Costs" (Key Only) means the customary parts and labor costs required to complete the repair or replacement of the covered key/remote, which never will exceed the manufacturer's suggested retail for a replacement key/remote. We reserve the right to use like kind and quality replacements for lost or damaged keys/remotes.
- С "Covered Vehicle" means the Vehicle shown on the front side of this Service Contract covered by this Service Contract.
- D
- "Eligible Wheels" are all alloy OEM, alloy non-OEM, or aftermarket alloy wheels on the vehicle at the time of loss. "Excluded Vehicles" are Alfa Romeo, Austin Healey, Aston Martin, Bentley, Bugatti, Checker, Citroen, Daihatsu, Ferrari, Fisker, International, Lamborghini, Ε. Lotus, Maserati, Maybach, McLaren, MG, Panoz, Peugeot, Rolls Royce, Saleen, Shelby, Tesla, Triumph, and TVR
- E. "Lienholder/Lessor" means a financial institution, bank, credit union, or a third party that provides credit for the benefit of the Purchaser of the Vehicle.
- "Provider/Obligor, We, Us, and Our" means Siskin Enterprises, Inc. G.

"PDR" means paintless dent repair which is the process used to remove small dings and minor dents from the exterior painted surface of covered vehicles Η. without repainting. Trained technicians use special tools and equipment to remove such dents and dings without harming the vehicle's original factory finish. "Reconditioning" means professional cleaning, touch up and/or buffing and does not include body work. I.

- "Road Hazards" means conditions that may cause damage to a windshield while driving on a paved roadway, including road debris or any other object not J. normally found in a roadway.
- "Selling Store" means the store from which the Vehicle Owner purchased the Service Contract. Κ.
- L
- "Service Contract" means this Enhanced Vehicle Protection Service Contract. "Vehicle Owner," "You" and its possessive, "Your" means the purchaser shown on the front side of this contract. Μ.
- "Wheel Cover" means a removable decorative plastic or metal disk that covers at least the central portion of the wheel, called the hub. N.

# **II. COVERAGE**

#### ALLOY WHEEL COSMETIC RIM PROTECTION: A.

- This Service Contract provides for the repair of the alloy wheel limited to factory wheel machined, brushed or painted surfaces including, but not limited to, 1. curb scrapes and minor scratches
- 2 Wheels will be repaired whenever possible.
- 3 Coverage includes the cost of repairing the alloy wheel.
- As long as the proper procedures are followed, alloy wheel repair can be performed on two (2) wheels per year within the term of this Agreement. 4
- 5 Coverage includes replacement of Wheel Covers if damaged by a Road Hazard causing scrapes, scratches or nicks to the Wheel Cover, limited to 2

#### replacement per year. B PAINTLESS DENT REPAIR:

C.

- Dents and dings sustained by Covered Vehicle will be promptly and professionally removed by Obligor's technicians.
- Covered dents and dings include those less than four (4) inches across and located on the exterior horizontal, vertical flat, or painted sheet metal surfaces. Most small common dents can be removed using the PDR process. 2
- KEY REPLACEMENT, ROADSIDE ASSISTANCE, 24-HOUR HOME LOCK-OUT ASSISTANCE, AND TAXI/LOANER RENTAL ASSISTANCE:
- If a covered vehicle's key is lost, stolen, or destroyed, you are eligible for reimbursement for one (1) replacement key and remote (if remote is also lost, 1. stolen or destroyed) up to, but not to exceed \$800 per incident.
- A maximum of one (1) key replacement will be provided per any year. 2
- 3. Any key replacement requires prior authorization.
- If You are locked out of Your home, We will provide services to unlock Your home. 4
- 5. A maximum limit of \$100 per occurrence will be provided for home lock-out assistance.
- If required, We will provide up to three (3) key replacements for the term of Your Service Contract. 6
- You must present and provide proof of residency, such as a valid driver's license with the address indicated.
- When Your Covered Vehicle's Keys are damaged, inoperable, lost, stolen, or locked in the Covered Vehicle, 24-hour assistance will help You to obtain a taxi or a rental vehicle if replacement Keys cannot be made at the disablement location. When needed, a taxi will be sent to Your location and You will be 8. reimbursed up to \$50 towards the cost of the taxi with a maximum of one (1) reimbursement per occurrence. When requested, assistance will be provided to obtain a loaner vehicle for You from a qualified rental car agency at discounted rates reimbursable up to
- 9 \$50 towards the rental cost with a maximum of one (1) reimbursement per occurrence allowed.
- Emergency Roadside Assistance is available on a Sign and Drive basis throughout the United States and Canada, 24-hours a day, 365 days a 10. vear.
- For service in the U.S. and Canada, call 1-888-664-4561 for towing, jump starts, tire changes (with your inflated spare), vehicle fluid delivery (cost 11. of fluids extra), Lock-out Assistance (cost of key cutting/replacement extra).
- Sign and Drive provided benefits means you incur no out-of-pocket expense, up to a maximum benefit of \$100 per incident, at a maximum of three (3) 12. uses per vear.
- 13. Service fees exceeding this maximum benefit are Your responsibility.
- Only service requests provided through the phone numbers above will be honored.

#### D WINDSHIELD REPAIR:

- This Service Contract provides for the costs associated with the repair of cracks, stars and chips less than six inches (6") caused by Road Hazards while 1. driving on paved roadways, on the front windshield only, through existing resin repair process, subject to the limitations and exclusions contained in this Service Contract.
- 2 Windshield repair is a permanent process that removes air from the break and fills it with a curable resin. The process bonds the glass together, restores strength to the windshield, improves the appearance of the damage and prevents it from spreading.

#### **EXTERIOR / INTERIOR PROTECTION:** E.

- This Service Contract provides for the costs associated with the:
- Exterior Painted Surfaces 1.

a

- Reconditioning of the Covered Vehicle's factory painted clear coat surfaces that become damaged due to normal wear and tear caused by fading, oxidation, loss of gloss, surface rust caused by industrial fallout, or permanent staining from bird droppings, insects, water spotting, tree sap, acid rain, accidental paint overspray, road salt, de-icing agents, and sand abrasions; if professional Reconditioning does not repair the damage, Obligor will repaint the surface. Repainting is limited to the damaged area only.
- Reconditioning of the following surfaces: (1) chrome surfaces (limited to hard water spotting), (2) headlight lenses and side view mirrors (limited b. to dulling/fading), and (3) aluminum alloy wheels (limited to brake dust staining).

#### Interior Fabric Surfaces -2

- Reconditioning of fabric surfaces form damage due to normal wear and tear resulting in permanent staining; if professional cleaning or Reconditioning does not remove the stain, Obligor will replace the surface.
- 3. Interior Leather/Vinyl Surfaces -
  - Reconditioning of the leather and vinyl surfaces from damage due to normal wear and tear such as permanent staining, fading or cracking and а. loose seam stitching; if professional Reconditioning does not repair the damage, Obligor will replace the surface.
  - Reconditioning of the leather surfaces from damage caused by rips, tears, and burns; if professional cleaning or Reconditioning does not repair b. the rips, tears or burns damage, Obligor will replace the surface.

# **III. TERMS AND CONDITIONS**

#### **GENERAL TERMS AND CONDITIONS:** Α.

This coverage is effective for the duration of the Service Contract as per the term selected on the reverse side of this Service Contract. Coverage begins 1. 8008 REV 10/17

on the Date of Sale identified on the first page.

- 2 Where applicable, Obligor will pay only for the repair of the damaged portion of the Vehicle, and Obligor reserves the right to inspect the Vehicle or may request estimates to repair and/or photographs of the damage to determine the validity of the claim.
- Obligor has sole discretion in determining and implementing any repair procedures; repairs will be performed with reasonable promptness and 3 workmanship and we reserve the right to use non-original manufacturer parts at Our option.

#### B. YOUR DUTIES:

- It is the Vehicle Owner's responsibility to initiate claims for covered events, during the Term of this Service Contract, by notifying the Obligor as per the 1. Claim Procedures in Section V.
- 2. If You experience damage to Your Vehicle, You must use all reasonable means to protect Your Vehicle from further damage and notify the Obligor as soon as possible
- Vehicle Owner is required to maintain the cleanliness of the interior and exterior surfaces of the Covered Vehicle. OBLIGOR IS NOT OBLIGATED OR RESPONSIBLE FOR GENERAL CLEANING. 3
- ALLOY WHEEL COSMETIC RIM PROTECTION: C.
  - Due to aging and variance in alloy wheel color and texture, it is not always possible to match colors or texture to the other alloy wheels, so an exact color 1 or texture match is not guaranteed.
  - 2.
  - Coverage also includes the cost of mounting, valve stems, balancing, taxes and labor charge. Eligible Wheels are all alloy OEM, alloy non-OEM, or aftermarket alloy wheels on the vehicle at the time of loss.

#### PAINTLESS DENT REPAIR: D.

- There is no limit on the number of PDR repairs, as long as coverage, terms and conditions are met.
- With small dents caused by hail, this Service Contract applies up to the deductible applicable to hail under the Vehicle Owner's auto insurance policy, but 2. not to exceed \$1,000.00.
- 3. Hail damage coverage is limited to \$1,000 for the life of this Service Contract. Vehicle Owner's automobile insurance coverage will be deemed primary for all hail damage repair; Vehicle Owner may not receive duplication of coverage from Obligor and from Vehicle Owner's regular automobile insurance policy. With hail damage, You must provide Obligor with evidence of Your valid comprehensive property damage insurance wording covering hail damage. 4
- If You do not carry other coverage for hail damage, Obligor will provide coverage up to the lifetime limit for hail damage as described above. 5.
- 6. If covered damage has occurred, Obligor will pay only for the repair of the damaged portion of the Vehicle.
- Obligor reserves the right to inspect for liability or may request estimates for repair and/or photographs of the damage to determine the validity of the 7. claim.
- 8. Obligor has sole discretion in determining and implementing repair procedures. Obligor has no obligation to reimburse You for transportation or inconvenience costs during time of repair.

#### WINDSHIELD REPAIR: E.

- Most front windshield cracks, stars and chips can be repaired and in most cases a competed repair will not be noticeable. There is no guarantee that the 1. repair will be invisible.
- 2. A windshield repair technician will examine the damaged area prior to performing windshield repair to determine if the cracks, stars or chips can be repaired. We will have fulfilled Our obligations after an explanation is given for any windshield repairs not repairable using the windshield repair process or if the damaged area cannot be completely and safely repaired. Obligor and windshield repair technician retain sole authority to determine whether damage can be repaired using the windshield repair process.

#### **EXTERIOR / INTERIOR PROTECTION:** E.

- 1. There is no guarantee that the stain or spill removal will be invisible, and the area that has been cleaned or Reconditioned may change in appearance over time.
- 2. Obligor and technician retain sole authority whether damage can be repaired.

## **IV. EXCLUSIONS**

#### **GENERAL EXCLUSIONS:** Α.

- Damage occurring outside of the United States or Canada. 1.
- 2. Vehicles involved in an accident, vandalism, acts of God, floods, fires, manufacturer defects, and peeling paint.
- 3. Pre-existing conditions.
- 4. Damage to the vehicle's chrome, glass, plastic, or other non-metal or other unpainted areas.
- Damage to the factory's original finishes if such have been altered or modified after leaving the factory. 5.
- Damage to vehicles used for commercial purposes, including but not limited to, ambulances, police cars, or other emergency vehicles or 6. trucks rated over one ton.
- 7. Any consequential or incidental damages. ALLOY WHEEL COSMETIC RIM PROTECTION:
- Abnormal wear caused by misalignment or suspension problems and driving on unpaved roads. 1.
- 2. Dented and bent wheels including damage done by contact that cause suspension, body or frame damage.
- Chrome and polished aluminum wheels. 3.
- Wheel Covers that are lost or stolen. Δ
- PAINTLESS DENT REPAIR: C.

R.

- Damage existing prior to the Date of Sale.
- 2.
- Collision damage, deep dents or dents where the painted surface has been broken or otherwise damaged. Dents or dings caused, in whole or in part, by environmental conditions (excluding hail) or events, including rust, corrosion or chemicals. 3.
- Damage to the interior or undercarriage of the vehicle. 4
- Scratches, chips, cracks or other similar damage to the painted exterior. 5
- 6.
- Dents or dings requiring the use of putty, sanding, bonding primer, or paint. Dents or dings on or near creases or in other areas that may cause body damage if the PDR process is utilized. 7.
- 8. Dents or dings to areas of the vehicles where access is limited due to bracing, aftermarket installations or double metal panels such as roof panels of vehicles equipped with sun- or moon-roof.
- Damage which a professional dent removal technician reasonably determines cannot be fully repaired using the PDR process. 9 D.
  - KEY REPLACEMENT, ROADSIDE ASSISTANCE, 24-HOUR HOME LOCK-OUT ASSISTANCE, AND TAXI/LOANER RENTAL ASSISTANCE:
    - Any replacement key made without Our prior authorization.
    - Any cost or key replacement for which the manufacturer has announced its responsibility through any means, including public recalls or 2. factory service bulletins.
    - 3. Any replacement cost covered by a repairer's/supplier's guarantee or warranty.
    - Any key replacement for an uncovered vehicle, i.e. not listed on this Service Contract. 4.
  - Any consequential damages or loss, whether direct or otherwise, resulting from the failure or loss of a covered vehicle key.
- WINDSHIELD REPAIR: E.
  - DAMAGE REPORTED AFTER THE 14 DAY NOTIFICATION PERIOD.
  - Damage exceeding six inches (6"). 2...
  - Damage to windshield caused by collisions, hail damage or environmental causes, cosmetic damage, or anything other than propelled road 3.. debris
- Windshield replacement. Δ E.
  - **EXTERIOR / INTERIOR PROTECTION:**
  - DAMAGE REPORTED AFTER THE 30 DAY NOTIFICATION PERIOD.
  - 2. Certain areas and surfaces which include: Matt exterior finishes, plastic trim pieces, headliners, seat belts, gear shift knobs, suede leather, steering wheels, door jambs, painted inward facing panels of doors.
  - 3 Damage caused by paint, as well as bleach, acid or other caustic or corrosive substances.
  - 4. Natural creases in leather or vinyl seats.
  - 5. Damage resulting from poor adhesion to the surface to which the leather has been attached.
  - 6. Surface rust damage to the Covered Vehicle's exterior caused by chips, scratches or failing paint.

- 7. Road tar and road paint transfer to exterior painted surfaces.
- 8. Abuse or neglect, chips or scratches to painted surfaces.
- 9. Manufacturer's defects (defective paint such as peeling and chipping of the paint or factory clear coat, paint separating, cracking or flaking, workmanship or materials determined by independent inspection or factory bulletins).
- 10. Damage due to theft, vandalism, collision, fire, acts of war or other natural casualties.
- 11. Modifications or alterations of the factory original finishes.
- 12. Any consequential or incidental damages not expressly stated as covered herein.
- 13. Any coverage prohibited by your state's specific language.

# V. CLAIMS PROCEDURES

- A. Damage must be reported within 14 days for Windshield Repair and 30 days for Exterior / Interior Protection from either the occurrence or discovery of damage. If You experience damage to Your Covered Vehicle, You must use all reasonable means to protect Your Covered Vehicle from further damage and notify the Obligor as soon as possible.
- B. Complete and submit a claim form through Obligor's website, www.siskinent.com, or contact Obligor at 800-453-8470, or mail a completed claim form to Obligor.
- **C.** It is the Vehicle Owner's responsibility to obtain authorization from Obligor prior to any work being completed on your vehicle.
- D. Obligor may inspect alloy wheels prior to claim authorization.
- E. If damage occurs after our regular business hours (Monday Friday 8:00 am to 5:00 pm MST), or on a weekend, contact the Obligor the next business day to obtain authorization.
- F. FOR EACH CLAIM, VEHICLE OWNER MUST FOLLOW UP AND COMPLETE THE CLAIM PROCESS WITHIN 60 DAYS FROM THE ONSET OF CLAIM APPROVAL. AFTER 60 DAYS WITHOUT FOLLOW UP, THE CLAIM WILL BE CLOSED AND NO FURTHER ACTION WILL BE TAKEN.
   G. CONTACT OBLIGOR FOR AUTHORIZATION PRIOR TO UNDERTAKING ANY REPAIRS. REPAIRS PERFORMED WITHOUT EXPRESS, WRITTEN
- AUTHORIZATION FROM OBLIGOR WILL NOT BE ELEGIBLE FOR REIMBURSEMENT.
  Emergency Repairs. Because of the coverages offered under this contract, it is unlikely You will experience an after-hours emergency repair; however, in the event that Your Vehicle is damaged to the extent that it is undriveable or unsafe to drive after normal business hours and You are unable to make a claim, You may proceed to a repair facility and obtain covered repairs without prior authorization. You must submit claim repair and payment information to the Obligor within 5 business days of the emergency repair by contacting Obligor at 800-453-8470. In obtaining emergency repairs without prior authorization, it is Your responsibility to review this Contract to determine whether the service or repair offered is covered. You will not be reimbursed for repairs that are not covered by the terms of this Contract nor for non-emergency repairs done without prior authorization. For reimbursement, submit a copy of this registration form (front and back) and your authorization number with the actual receipts or work orders indicating repair to the Obligor at the address listed below.

KEY REPLACEMENT, ROADSIDE ASSISTANCE, 24-HOUR HOME LOCK-OUT ASSISTANCE, AND TAXI/LOANER RENTAL ASSISTANCE:

- A. Call 1-800-453-8470 (toll free) for prior authorization (by dealer or customer) and to initiate a key replacement claims process.
- B. Call 1-888-664-4561 (toll free) for prior authorization (by dealer or customer) and to initiate a roadside assistance or lockout assistance claims process.
- C. If You are within 50 miles of original selling dealership please return to dealer for key/remote replacement process.
- D. Customer or original dealer must pay for key/remote replacement at a servicing dealership or qualified key replacement facility.
- E. Secure paid invoice with pre-printed facility information and mail to the address below.
- F. Mail invoice and copy of this Agreement within 30 days of incident to: Key Replacement, P.O. Box 58, Salt Lake City, UT 84110.
- **G.** Emergency Replacement If a key must be replaced when Our claims office is closed and prior authorization for the replacement cannot be obtained, You should proceed with the claim procedure listed above and contact Us for reimbursement consideration instructions on the next business day.

# **VI. CANCELLATIONS**

- A. You may cancel this contract at any time for any reason by mailing to the Obligor written notice of cancellation or by calling (800) 435-8470.
  B. If you cancel this Service Contract by the 30th day of receipt if delivered in person, or 30th day after mailing if delivered via mail, and no claim has been made,
- b. If you cancer this service Contract by the Soft day of receipt in derivered in person, or soft day after maining in derivered via main, and no claim has been made, the contract is voided and the Obligor will provide a full refund or credit to your account. This right to void the Service Contract is applicable only to the original holder and is not transferrable to subsequent holders of the Service Contract.
- C. If cancellation is after 30 days from the Service Contract Date of Sale or if a claim has been made, the Obligor will provide a prorated refund based on the number of days remaining on the Service Contract term, less any claims paid, and less a \$50 cancellation fee.
- D. We may only cancel this Service Contract for nonpayment of provider fee, fraud, or material misrepresentation. If the Obligor initiates the cancellation, no cancellation fee will apply.
- E. The Obligor may cancel this Service Contract by mailing written notice of cancellation to Vehicle Owner at the last known address in Obligor's records 15 days prior to the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation.
- F. A monthly penalty of ten percent shall be added to any refund owed that is not paid with 45 days of cancellation.

### **VII. GENERAL INFORMATION**

SISKIN ENTERPRISES, INC. IS THE OBLIGOR/SERVICE CONTRACT PROVIDER OF THIS SERVICE CONTRACT. TERMS AND CONDITIONS WRITTEN ABOVE CANNOT BE ALTERED. THIS IS A SERVICE CONTRACT AND IS NOT INSURANCE. Obligations of the Service Contract Provider under this Service Contract are insured under a reimbursement policy issued by Wesco Insurance Company (a member of AmTrust Group) 59 Maiden Lane, 43rd Floor, New York, NY 10038, policy #WIC-SIS-SCRI-070112. If covered service is not provided by Service Contract Provider, or if We fail to pay, before the 646th day after proof of loss has been filed, You should apply directly to Wesco Insurance Company for benefits or services afforded under this Service Contract by mail at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or by calling (866) 505-4048.

Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number 512-463-6599 or 800-803-9202.

# VIII. ARBITRATION

You agree that all individual claims or disputes of any type arising from or relating to this Service Contract with the Obligor, Dealer, or the insurer listed in Section VII will be settled by impartial arbitration. To initiate arbitration, You must notify Obligor in writing of Your desire to submit your issue to arbitration. You are responsible for providing Us with at least 3 proposed arbitrators. We have the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If We demonstrate that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Service Contract was purchased, the state's arbitration rules will govern.