

# **INFINITY PLAN**

## **TERMS AND CONDITIONS**

### **I – DEFINITIONS**

ADMINISTRATOR, WE, US, or OUR: means the ADMINISTRATOR, provider, and obligor of this CONTRACT – Consumers Services of Florida, Inc., (FL License # 60017 ) 1716 Corporate Crossing Suite 2, P.O. Box 961, O'Fallon, IL 62269, 877-429-6611.

CONTRACT: means this Vehicle Service Contract.

CONTRACT HOLDER, YOU, or YOUR: means the purchaser or holder of this CONTRACT.

COVERED PART(S): means BREAKDOWN of a part not excluded in this CONTRACT.

COVERED VEHICLE or VEHICLE: means the VEHICLE covered by this CONTRACT, which is the one identified on the declaration page.

DEDUCTIBLE: In the event of a BREAKDOWN of a part, repaired or replaced under the terms and conditions of this CONTRACT, the PURCHASER will be subject to pay the applicable DEDUCTIBLE as specified on the declaration page.

PARTICIPATING LENDER: means any financial institution providing financing for the purchase of the VEHICLE and/or this CONTRACT.

MANUFACTURER'S WARRANTY: In the event of a BREAKDOWN of a part, whose repair or replacement is provided for under a MANUFACTURER'S WARRANTY or Special Policy Program, payment will be provided for the required manufacturer's deductible, less the DEDUCTIBLE specified above.

MECHANICAL BREAKDOWN or BREAKDOWN: means a breakage or total failure of a COVERED PART. BREAKDOWN does not provide for damage resulting from the failure of an excluded part(s) or the lack of proper maintenance services. Minor loss of fluid or seepage is considered normal and is not considered a MECHANICAL BREAKDOWN. A BREAKDOWN does not include gradual reduction in operating performance due to normal wear and tear.

TERMS: Coverage under this CONTRACT begins on the CONTRACT purchase date listed on YOUR declaration page and will expire when this CONTRACT is terminated.

WAITING PERIOD: means no claims or Roadside Assistance will be paid on any claims or failures that occur within the number of days and miles specified on the declaration page from the odometer reading and sale date specified on the declaration page. The WAITING PERIOD also applies to CONTRACTS with a lapse in coverage due to non-payment.

## II – INSURANCE COMPANY STATEMENT

The performance and obligations of the provider for covered repairs under this CONTRACT are guaranteed and insured separately by a Reimbursement Insurance Policy issued by Dealers Assurance Company (“Insurer”), 3518 Riverside Drive, P.O. Box 21185, Columbus, OH 43221 (800) 282-8913. If the Claims ADMINISTRATOR fails to pay a claim under this CONTRACT within 60 (sixty) days of proof of loss by YOU, the service CONTRACT HOLDER, YOU may make a direct claim against Dealers Assurance Company by writing to the aforementioned address.

When YOU receive this CONTRACT read it carefully. Ensure that the Declaration Page is complete and accurate.

Purchase of this CONTRACT is not required in order to purchase or obtain financing for the COVERED VEHICLE. This CONTRACT is not issued by the manufacturer or wholesale company marketing the COVERED VEHICLE. This CONTRACT will not be honored by such manufacturer or wholesale company.

## III – CONTRACT HOLDER OBLIGATIONS

- In order for this CONTRACT to remain in force, the CONTRACT HOLDER is required to follow the vehicle manufacturer’s required maintenance schedule. Some vehicle manufacturers require that the Timing Belt be changed a specific interval. CONTRACT HOLDER must follow the vehicle manufacturer’s maintenance guidelines to avoid denial of a claim because of improper maintenance. The CONTRACT HOLDER must keep and make available verifiable, signed service/purchase receipts that show that this maintenance has been performed within the time and mileage limit requirements.
- The CONTRACT HOLDER and the Repair Facility are required to obtain an authorization number prior to beginning any repairs that would be covered by this CONTRACT.
- The CONTRACT HOLDER is responsible for paying a DEDUCTIBLE for each visit to the Repair Facility. The DEDUCTIBLE is specified on the declaration page.

## IV – ADMINISTRATOR OBLIGATIONS

If a covered BREAKDOWN of the VEHICLE occurs during the term of this CONTRACT, the ADMINISTRATOR will: pay the CONTRACT HOLDER or the Repair Facility for repair or replacement, as ADMINISTRATOR deems appropriate of the COVERED PART(S) which caused the BREAKDOWN, if the CONTRACT HOLDER has met his/her obligations as described in this CONTRACT. **Replacement parts can be of like kind and quality. They may include the use of new or remanufactured parts as determined by ADMINISTRATOR.**

## V – LIMIT OF LIABILITY

OUR liability for incidental and consequential damages including, but not limited to, loss of use of specified VEHICLE or resulting inconvenience, loss of time, storage charges,

lodging, other travel cost, income, maintenance, or from the breach of any implied warranties arising by law, is expressly excluded.

## VI – BENEFITS

1-888-754-0371

### **ROADSIDE ASSISTANCE**

1-888-754-0371

**EMERGENCY ROADSIDE ASSISTANCE:** Provides emergency road services for non-accident related incidents, where failure is due to a defect in material or workmanship.

**Benefit Limits:** For the TERM OF YOUR AGREEMENT, the listed sign and drive (meaning YOU incur no expense up to program limit) benefits are available 24 hours a day / 365 days a year. The following *non-accident related* services are available for covered Breakdowns up to ten (10) occurrences over the term of your CONTRACT, each with a maximum benefit of \$50.00 per incident:

***Jump Starts*** | ***Flat Tire Changes*** (using YOUR inflated spare) | ***Vehicle Fluid Delivery*** (cost of VEHICLE fluids extra) | ***Lockout Assistance*** (key cutting/replacement extra) | ***Concierge Services*** (courtesy help and emergency phone call support to relatives, police, etc.

**Towing** benefits up to a maximum of \$100.00 per occurrence, as it relates to a paid claim covered under this CONTRACT.

Services not available in areas where state providers are exclusively utilized.

\*\* Benefits are limited to "cash call with reimbursement" service only for the first forty five (45) days of coverage. \*\*

**SUBSTITUTE TRANSPORTATION:** Should YOUR COVERED VEHICLE become inoperable due to the BREAKDOWN of a part (not excluded), upon authorization, payment will be provided to reimburse YOU for actual expenses incurred when renting a vehicle from a licensed car rental agency. Benefits will be allowed only for reasonable time necessary to complete the repair with a maximum benefit of five (5) calendar days. Maximum daily rental allowance is thirty dollars (\$30.00) per day, not to exceed one hundred fifty dollars (\$150.00) per visit. If due to part availability, and the repair cannot be completed in five (5) calendar days, an additional five (5) days may be allowed at thirty dollars (\$30.00) per day with a maximum additional benefit of one hundred fifty dollars (\$150.00), **PROVIDED ADDITIONAL AUTHORIZATION IS OBTAINED FROM THE ADMINISTRATOR.**

**LODGING REIMBURSEMENT:** Reimburse the CONTRACT HOLDER for motel and restaurant expenses up to \$50 per day for a maximum of three (3) days in the event of a BREAKDOWN covered by the CONTRACT, which occurs more than one hundred (100) miles from YOUR home and results in a Repair Facility keeping the COVERED VEHICLE overnight. The maximum benefit per occurrence is \$150. To receive motel and

restaurant reimbursement, the CONTRACT HOLDER must supply ADMINISTRATOR with his/her receipts from the providers of such services.

**EXTENDED TOWING BENEFIT:** In the event that YOUR towing benefit (included in the Roadside Assistance plan or provided by YOUR vehicle manufacturer) does not cover the full amount of the tow for an authorized repair, we will reimburse you up to one hundred dollars (\$100.00) per occurrence for charges in excess of any other disbursements from other towing coverage plans. No deductible will apply to this coverage.

## **VII. COVERAGES – WHAT THIS CONTRACT COVERS**

**1. Engine:** Cylinder Block, Cylinder Head(s) and all internal lubricated parts contained within the engine including: Piston, Piston Rings, Connecting Rod Bearings, Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain/Belt, Timing Gears, Guides, Tensioners, Rocker Arms, Rocker Shafts, Rocker Bushings, Cylinder Head Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Seals, Valve Retainers, Valve Seats, Push Rods, Water Pump, Oil Pump, Oil Pump Housing, Harmonic Balancer, Oil Pan, Timing Chain Cover, Intake and Exhaust Manifolds, Valve Covers, Engine Mounts, Fuel Pump, Seals and Gaskets, Wrist Pins, Connecting Rods, Distributor Drive Gear, Dip Stick tube, Balance Shaft, Balance Shaft Bearing, Balance Shaft Bushing, Valve Locks and Oil Pump Pickup.

**2. Transmission/Automatic or Standard:** The internal components of the Automatic Transmission or Manual Transmission. Drive Chain, Drive Chain Gears, Carrier Bearings, Internal Transaxle Seal. The Manual Transmission Case and Automatic Transmission Case and Torque Converter are covered, if damaged by the failure of internally lubricated parts. Flywheel/FlexPlate, Vacuum Modulator, Electronic Shift Control Unit, Transmission Cooler, Transmission Mounts, Oil Pan, Seals and Gaskets, Shift Linkage and Shift Bushing.

**3. Transfer Case:** Transfer Case, Drive Chain, Drive Chain Gears, Planetary Gears, Shift Rail Forks, Bearings, Bushings, Oil Pump, Output Shaft, Main Shaft Washers and all other internal lubricated parts, Seals and Gaskets.

**4. Differential Assembly:** (Front and Rear) Differential Housing, Axle Shaft, Ring and Pinion, Bearings, Bushings, Washers, Differential Cover and all other internal parts contained with the differential assembly with Seals and Gaskets.

**5. Drive Axel:** (Front and Rear) Drive Axel, Constant Velocity Joints, Center Support Bearings, Drive Shaft and Universal Joints.

**6. Steering:** Internally lubricated parts contained within the Steering Box and Pump Housing, including Control Valves, Internal Oil Control Seals, Bearings and Shafts, Steering Box and Pump Housings if damaged by the failure of internally lubricated parts. All internal parts contained within Rack and Pinion, Gears, Power Steering Hoses, Steering Knuckles, Pitman Arm, Idler Arm, Tie Rod Ends, Drag Link, Steering Dampeners, Upper and Lower Steering Column Shaft and Couplings, including Internal Tilt Wheel Mechanism, Pinion Gear Housings, Stepper Motors, Control Valve and Seal and Gaskets.

**7. Electrical:** Alternator, Voltage Regulator, Starter Motor, Starter Solenoid and Starter Drive, Engine Compartment Wiring Harness, Computerized Timing Control Unit, EVP Sensor, Knock Sensor, Ignition Switch, Ignition Switch Lock Cylinder, Electronic Ignition

Module, Front and Rear Window Wiper Motor, Headlamp Switch, Washer Pump and Switch, Stop Lamp Switch, Turn Signal Switch, Heater/AC Blower Speed Switch, Manual Heater/AC Control Head, Horns, Neutral Safety Switch, Cooling Sensor, Clock, Power Window Switches, Power Door Lock Switches, Reverse Indicator Switches, Starter Drive, Computerized Timing Control Unit and Crank Angle Sensor, Audio Dashboard Console (Radio/CD).

**8. Air Conditioner:** Condenser, Compressor, Compressor Clutch and Pulley, Air Conditioning Lines and Hoses, Evaporator, Idler Pulley and Idler Pulley Bearing, High/Low Compressor Cut-Off Switch, Expansion Valve, Pressure Cycling Switch and Seals and Gaskets.

***The following parts are also covered if required in connection with the repair of a covered part named above:***

Accumulator/Receiver Dryer, Orifice Tube, Oil and Refrigerant, A/C Cooling Fan Motors, Compressor Pressure Relief Valve and Ambient Temp Sensor. Coverage applies to factory installed units only.

**9. Turbocharger/Supercharger:** Turbocharger/Supercharger Housing, Turbo Boost Valve, Turbo Waste Gate Actuator, Supercharger Drive Belt, Bearing, Bushing and all other internal parts and Seals and Gaskets (**factory installed only**).

**10. Brakes:** Master Cylinder, Vacuum Assist Booster, Disc Brake Calipers, Wheel Cylinders, Compensating Valve, Brake Hydraulic Lines and Fittings, Hydraulic Control Unit and Seals and Gaskets.

***The following ABS parts are also covered:***

Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Pressure Modulator Valve, Isolation Dump Valve, Accumulator, Seals and Gaskets, A.B.S. Master Cylinder, Hydro Boost and Electronic Control Processor.

## **SURCHARGES**

**Diesel:** If YOU have a diesel vehicle, this Surcharge must be selected on the application page. The following benefits are provided to YOU: By mechanical failure only-fuel pump (electrical or mechanical), pressure regulator, metering valve and fuel injector.

## **VIII. EXCLUSIONS – WHAT THIS CONTRACT DOES NOT COVER**

- 1. ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR TO THE REPAIR FACILITY**
- 2. Any parts not listed under the covered parts. Examples of parts not covered are: battery, brake drums, disc brake rotors, brake linings and disc brake caliper pads, shock absorbers, bolts, nuts, fasteners, standard transmission clutch assembly, and manual and hydraulic linkages.**
- 3. Excessive cost to repair or replace a listed part. Reasonable cost being: labor cost to be determined by a flat rate labor manual (i.e. Chilton) multiplied by the customary labor charge for the repair/replacement of a protected part. The labor rate allowed shall not exceed the national average labor rate.**
- 4. Any pre-existing conditions.**
- 5. Any breakdown caused by collision, fire, theft, vandalism, rot, explosion, lightning, earthquake, overheating, freezing, rust or corrosion, windstorm, hail, water, or flood.**
- 6. Any breakdown caused by misuse, abuse, negligence, lack of normal**

maintenance (adjustments, alignments, tune-ups, etc.), failure to protect YOUR Vehicle from further damage when a Breakdown has occurred, failure to maintain proper levels of lubricants and/or coolants, or if YOUR Vehicle has been used for racing or any other forms of competitive driving, plowing snow, or for towing a trailer weighing in excess of 2,000 pounds or any vehicle or object unless YOUR Vehicle is equipped with a factory-installed or authorized tow package.

7. A breakdown of any part if, while owned by YOU, the odometer has been tampered with or has been disconnected. If YOU have not promptly repaired a defective odometer, this limitation applies and this SERVICE CONTRACT is subject to cancellation.
8. Repair or replacement of components needed to improve operating performance due to normal wear and tear. This includes, but is not limited to, valve and ring repairs designed to improve engine compression or reduce oil consumption.
9. The repair of valves and/or bearings that are within the manufacturer's acceptable specifications limits or if the purpose of such is simply to raise the engine's compression when a Mechanical Breakdown caused by the failure of a covered part has not occurred. This is considered normal wear and tear, and not a mechanical breakdown. Also, no benefit is provided for a condition, which already existed when YOU purchased YOUR SERVICE CONTRACT or for a Mechanical Breakdown which occurred before YOU purchased YOUR SERVICE CONTRACT. Repair or replacement of any covered part if a Breakdown has not occurred.
10. Any alterations which have been made to YOUR Vehicle, or YOU are using or have used YOUR Vehicle in a manner which is not recommended by the manufacturer, including the failure of any custom or add-on part.
11. **INELIGIBLE VEHICLES:** Any vehicle not expressly listed on the current contract rate card: vehicles with True Mileage Unknown (TMU); any vehicle that is flood damaged; Trucks over 1 ton classification, taxis, buses, and city and state owned vehicles; vehicles used for racing competition, time trials or rallies; vehicles modified from manufacturer's specifications; vehicles not purchased/authorized through a licensed authorized agent; vehicles with fifth wheel or a snow plow attachment; and vehicles purchased by a minor. Commercial vehicles are ineligible unless YOU have purchased an OEM New Vehicle Plan and the Commercial Use surcharge has been selected on the Registration Page. Any vehicle that has been assigned a salvage title as a result of flood or fire damage.
12. A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle.
13. Prior repairs which are the subject of any third party warranty or any prior repairs where there is demonstrable negligence or failure in workmanship; Repairs for which the responsibility is covered by any warranty of the manufacturer such as extended drive train coverage, or a repairer's guarantee (regardless of whether or not the manufacturer or repair facility is doing business as an ongoing enterprise). Further, coverage under the SERVICE

**CONTRACT is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins.**

- 14. Any Breakdown caused by contamination of fluids, fuels, fuels containing more than 10% ethanol, coolants, lubricants, rust or corrosion.**
- 15. Liability for damage to property, or for injury or death arising out of operation, maintenance or use of YOUR Vehicle described in this SEVRICE CONTRACT, whether or not related to the part covered.**
- 16. Any loss caused by lack of proper and necessary amount of coolants or lubricants.**
- 17. Scheduled maintenance, wear items and ancillary equipment including but not limited to: belts, brake drums, brake cables, brake lining, brake pads, and brake rotors, exhaust pipe system, catalytic converter; friction materials, valve grinding, hoses, light bulbs, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, sore charges, wheels/rims, throw out bearing, pilot bushing and clutch component, spark plugs and wires, tires, wheel balancing and wiper blades, remote controls, audio speakers and wiring, cassettes, DVD's or discs.**

#### **IX. WHAT TO DO IF YOU HAVE A BREAKDOWN**

- 1. Use all reasonable means to protect the COVERED VEHICLE from further damage. This may require YOU to stop the COVERED VEHICLE, turn off the engine, and have the COVERED VEHICLE towed.**
- 2. Present this CONTRACT to the Repair Facility, call ADMINISTRATOR, toll free at 1-877-429-6611. ADMINISTRATOR can be reached through the mail at P.O. Box 961, O'Fallon, IL 62269.**
- 3. Prior to proceeding with repairs, ensure the Repair Facility calls ADMINISTRATOR with an estimate of repairs and receives an authorization number from ADMINISTRATOR.**
- 4. ADMINISTRATOR reserves the right to inspect any BREAKDOWN prior to authorization.**
- 5. In-home service is not provided under this CONTRACT. Any payment of the costs of transporting the COVERED VEHICLE for service is provided under this CONTRACT exclusively pursuant to the terms and conditions of this CONTRACT.**
- 6. The CONTRACT HOLDER is responsible for paying a DEDUCTIBLE for each visit to the Repair Facility, as specified on the declaration page.**

#### **X. HOW TO SUBMIT A CLAIM**

- 1. Contact or have a representative of the repair facility contact ADMINISTRATOR'S Claim Department BEFORE any work is performed by calling 877-429-6611.**
- 2. Upon diagnosis and determination of covered items, subject to the terms and conditions of this CONTRACT, ADMINISTRATOR will issue an authorization number. The authorization number MUST appear on all repair bills. Failure to obtain authorization PRIOR TO REPAIRS will result in non-payment of claim. Fraudulent or misuse of this CONTRACT will result in non-payment of claim and cancellation of**

this CONTRACT. ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ALL VEHICLES PRIOR TO OR AFTER REPAIRS ARE PERFORMED.

3. For emergency repairs, should a BREAKDOWN occur after the ADMINISTRATOR'S normal business hours or on a national holiday, the pre-authorization requirement is amended. The ADMINISTRATOR must still be contacted when reasonably possible following the BREAKDOWN. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges. The labor cost to be determined by a flat rate labor manual (i.e. Chilton) multiplied by the customary labor charge for the repair/replacement of a protected part. The labor rate allowed shall not exceed the national average labor rate.
4. Upon the filing of a claim under this CONTRACT, ADMINISTRATOR will verify the validity of the CONTRACT (proper owner, proper vehicle, CONTRACT still in force), verify the BREAKDOWN with the Repair Facility, verify coverage, and authorize repair of COVERED PARTS (provide Repair Facility with authorization code and confirm cost of repair). Payment is provided through direct billing, credit card, or CONTRACT HOLDER reimbursement.

5. **PAYMENT OR REIMBURSEMENT OF CLAIMS PAYMENT OPTION:**

When the damage and repair falls within the scope of this CONTRACT, and authorization to proceed with the repair is obtained from the ADMINISTRATOR and the repair work is completed, WE will then reimburse YOU or the repair facility for the approved cost of the work performed on YOUR VEHICLE that is covered by this CONTRACT less the Deductible (if any) and state sales tax, unless there is still a balance due on any amount financed by you at the time YOU purchase this CONTRACT. If a balance is due, the claim amount will first be paid to the financing source and any balance payable to YOU or YOUR repair facility. The ADMINISTRATOR will arrange for such payment by check or nationally recognized credit card (usually Visa ® or MasterCard ®.)

**REIMBURSEMENT OPTION:** YOU or the repair facility may claim reimbursement from the ADMINISTRATOR, by submitting the paid invoice to the address below. Claims must be submitted within 180 days from the ADMINISTRATOR authorization date to qualify for reimbursement. If YOU show that it was not reasonably possible to give notice or file the proof of loss within the 180 days and that notice was filed as soon as reasonably possible, then YOU will still receive reimbursement for YOUR claim. The following information must be included with YOUR paid invoice and is generally supplied to YOU by the repair facility YOU selected:

1. Your mechanical complaint.
2. Itemized listing of replacement parts names, numbers and prices.
3. Description of labor and charges necessary to correct the mechanical failure.
4. Vehicle Mileage.
5. Date of Repair.
6. Authorization and contract number.
7. Completed repair order (all applicable sublet repair bills). Rental Car agreement charges (licensed rental agency only) will be reimbursed to you upon receipt by the



Administrator of the paid rental agreement charges.

8. A signed Work Completed Form. This form will be provided to YOUR repair facility by the ADMINISTRATOR.

## **XI. CANCELLATION PROCEDURE**

1. YOU may cancel this CONTRACT at anytime. All cancellation requests made within sixty (60) days of the purchase date of the CONTRACT will be eligible for a full refund, less claims paid. An administrative fee shall be charged not to exceed 5 percent of the gross premium paid by YOU.
2. All cancellation requests made after sixty (60) days of the purchase date of the will be eligible for a refund of 90% of the unearned pro rata premium, less any claims paid.
3. The ADMINISTRATOR may cancel this CONTRACT at anytime for one or more of the following reasons:
  - a. YOU make a material misrepresentation or fraud at the time of sale of the CONTRACT,
  - b. YOU have failed to maintain the motor vehicle as prescribed by the manufacturer,
  - c. The odometer has been tampered with or disabled and YOU fail to repair the odometer, or
  - d. Nonpayment of premium by YOU, in which case WE shall provide YOU notice of cancellation by mail.

If the ADMINISTRATOR cancels this CONTRACT, WE will return 100% of the paid unearned pro rata premium, less any claims paid, to YOU.

4. If a lending institution has financed this vehicle and/or agreement, and the agreement is canceled, any refund will be made payable to the lending institution. All other refund checks are made payable to the selling vendor.
5. **INSTALLMENT PAYMENT PROVISION** :In the event that YOUR CONTRACT is being paid for via a Retail Installment Contract (or its equivalent) which is terminated for nonpayment, the expiration date and mileage of this contract will be modified to reflect the portion of the CONTRACT that YOU have paid for. The amended expiration date and mileage of this contract will be calculated on a pro-rata basis by adding the amount of time and mileage of this contract.

## **XII. TRANSFER PROCEDURE**

**This Agreement may be transferred upon sale of the vehicle to another private party.** The AGREEMENT transfer must be made at the time of the VEHICLE transfer. YOU must request the transfer in writing, and received by the ADMINISTRATOR within fifteen (15) days of the transfer. A fee of \$40.00 must accompany the request to transfer, along with the following information: 1.Name of New Owner, 2.Address & Telephone Number, 3. Vehicle Odometer Statement, 4.Copy of Title showing transfer. This CONTRACT must be given to the new owner at the time the AGREEMENT Transfer is completed.

The CONTRACT is non-renewable.

### **XIII. GENERAL PROVISIONS**

- A. **ARBITRATION:** All claims or disputes relating to this CONTRACT or the breach thereof shall be decided by binding arbitration unless YOU and ADMINISTRATOR agree otherwise. Arbitration shall be specifically enforceable under the prevailing arbitration law. ADMINISTRATOR agrees to use one (1) arbitrator, mutually acceptable to YOU and ADMINISTRATOR. Written notice of the request for arbitration must be filed with ADMINISTRATOR within a reasonable time after the claim or dispute has arisen, but not later than one (1) year after the claim or dispute arises. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. If YOU have any legal claim against ADMINISTRATOR and do not agree to arbitration, YOU agree that any action, claim, or suit shall only be brought in the District Court, St. Clair County, Illinois. If YOU bring any such action, claim, or suit against ADMINISTRATOR in any court or forum other than in the District Court, St. Clair County, Illinois, ADMINISTRATOR can seek dismissal of YOUR action, claim, or suit and require that it be maintained in St. Clair County, Illinois.
- B. **SUBROGATION:** In the event benefits are paid under this CONTRACT, ADMINISTRATOR shall be subrogated to all the rights YOU have to recover against any person or organization arising out of any failure subject to any recall campaign, as well as any order, judgment, consent decree or other settlement. YOU shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. Further, all amounts recovered by YOU for which YOU have received benefits under this CONTRACT, shall belong to, and be paid to ADMINISTRATOR up to the amounts of benefits paid under this CONTRACT.
- C. The rates are not subject to regulation by the Florida Office of Insurance Regulation.