

8. **ARBITRATION:** The Parties may agree that all individual, class action or other claims or disputes arising from or relating to this Service Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether **YOUR** dispute is with HPP Administrator, Obligor, or Selling Dealer, will be settled by impartial arbitration. To initiate arbitration, **YOU** must notify HPP Administrator in writing of **YOUR** desire to submit **YOUR** issue to arbitration. **YOU** are responsible for providing HPP Administrator with at least three (3) proposed arbitrators. HPP Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If HPP Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, **YOU** may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The Arbitrator's decision is non-binding unless the Parties agree otherwise. The Parties will share the cost of arbitration equally, unless the Arbitrator directs otherwise.

9. **MISCELLANEOUS:**

- a. THE TERMS AND CONDITIONS CONTAINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY **YOU**.
- b. **If YOU have any questions regarding which Term/Mileage or coverage plan has been purchased, YOU should contact Selling Dealer or HPP Administrator.**
- c. This Service Agreement will be governed by the laws of the state in which it was sold, unless state law requires otherwise.
- d. No amendment, supplement, or waiver of any provision of this Service Agreement will be binding against **US** unless it is in writing and signed by one of the authorized representatives at **OUR** home office.
- e. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder, and if required by state law, **WE** will provide you with notice of the identity of the delegate or assignee.
- f. **OUR** right to recover payment: If **WE** make any payment under this Service Agreement and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.
- g. **YOUR** help and cooperation is required if **WE** ask **YOU** to help **US** enforce **YOUR** rights against any manufacturer or repair facility who may be responsible to **YOU** for the cost of repairs covered by this Service Agreement.
- h. **If WE pay for a loss, WE may require YOU to assign to US YOUR rights of recovery against others. WE will not pay for a loss if YOU impair these rights to recover. YOUR rights to recover from others may not be waived.**

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