



Xotic Series

VEHICLE SERVICE CONTRACT

Administered by:
ComerStone United, Inc.
1020 Main Ave. NW
Hickory, NC 28601

Obligor for AZ:
Dealers Alliance Corporation
240 North 5th, Suite 350, Columbus, OH 43215
1-800-282-8913

For inquiries concerning this CONTRACT contact ComerStone at 1-866-912-2770

REGISTRATION

AXONAT

Form containing fields for Vehicle Purchase Date, In-Service Date, Contract Purchase Date, Contract Holder, Co-Buyer, Street Address, Home Telephone, City, State, Zip, Selling Dealer Information, Vehicle Information, Mandatory Surcharges, Optional Coverage, Coverage Level, Retail Price, Service Contract Retail Cost, Plan Deductible, Term of Coverage, Lienholder Information, Contract Holder's Signature, Dealer's Signature, and Vehicle Service Contract details.

WHITE - ComerStone Copy

YELLOW - Lienholder Copy

PINK - Dealer Copy

GOLD - Contract Holder Copy

I. DEFINITIONS:

ADMINISTRATOR: CornerStone United, Inc., 1020 Main Ave. NW, Hickory, North Carolina 28601, 1-866-912-2770. In WI means Dealers Alliance Corporation, 240 North 5th, Suite 350, Columbus, OH 43215, 1-800-282-8913.

WE, US and OUR:

WE, US and OUR In AK, AR, CO, DE, DC, GA, HI, ID, IN, KS, KY, MD, ME, MA, MI, MN, MO, MS, MT, NE, NV, NH, NJ, NY, NC, ND, OH, PA, RI, SC, SD, TN, TX, VA, VT, WV and UT means CornerStone United, Inc., 1020 Main Ave. NW, Hickory, North Carolina 28601, 1-866-912-2770; In AL, AZ, CT, IL, IA, LA, NM, OK, (License # 44197929), OR, WA, WI and WY means Dealers Alliance Corporation, 240 North 5th, Suite 350, Columbus, OH 43215, 1-800-282-8913.

YOU/YOUR/YOURS/CONTRACT HOLDER: The person(s) listed on the registration page as the purchaser(s) of this **CONTRACT**.

CONTRACT: This Vehicle Service Contract, once it is accepted by the **ADMINISTRATOR**.

CONTRACT PURCHASE DATE: The date this **CONTRACT** was purchased by **YOU** for the covered **VEHICLE**.

COVERED REPAIR: A **MECHANICAL BREAKDOWN** that qualifies for coverage under the terms and conditions of this **CONTRACT**.

DEDUCTIBLE: The amount the **CONTRACT HOLDER** is required to pay as shown in this **CONTRACT**, per occurrence for **COVERED REPAIR** once a part is repaired or replaced under the terms of this **CONTRACT**.

MECHANICAL BREAKDOWN: The failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

SELLING DEALER: The Automobile Dealer identified on the registration page of this **CONTRACT**.

REPAIR COSTS: The usual and fair charges for replacement parts (of like kind and quality) and labor based on the normal hourly labor rate, not to exceed \$150 per labor hour, needed to perform repairs covered by this **CONTRACT**. Replacement parts may be new, remanufactured or of like kind and quality.

TERM OF COVERAGE: The time in months and/or miles **VEHICLE** is covered under this **CONTRACT** as listed under **TERM OF COVERAGE** on the registration page of this **CONTRACT**. The **CONTRACT** length of the **TERM OF COVERAGE** in months begins on the **VEHICLE PURCHASE DATE**. The **TERM OF COVERAGE** miles are added to the odometer miles on the **VEHICLE** on the **CONTRACT PURCHASE DATE**. This **CONTRACT** expires when the **TERM OF COVERAGE** months or miles are reached, whichever occurs first.

VEHICLE: The New or Used Vehicle described in this **CONTRACT**.

VEHICLE PURCHASE DATE: The date the **VEHICLE** was purchased by **YOU** from the **SELLING DEALER**.

II. PRODUCT INELIGIBILITY:

Coverage is not available if any of the following apply:

1. Any **VEHICLE** not using publicly maintained roads.
2. If the original warranty has ever been voided by the manufacturer.
3. If **YOUR VEHICLE** has ever been deemed a total loss.
4. If **YOUR VEHICLE'S** odometer has stopped, been changed or altered.
5. A Used **VEHICLE** if the date **YOU** purchased this **CONTRACT** and the date you purchased **YOUR VEHICLE** are different.
6. Any **VEHICLE** older than 10 model years from the current model year.

III. COVERAGE:

A. XO-1 COVERAGE: Coverage is provided for the following listed components subject to the exclusions listed in the "EXCLUSIONS" section of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed below are not covered under this **CONTRACT**. XO-1 Coverage includes all of the following components:

1. **Engine:** All internally lubricated engine parts including: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing chain or belt (must be serviced according to manufacturer's recommendations to qualify for coverage), timing gears, tensioners/guides, intake and exhaust valves, valve train, valve springs, valve guides, oil pump and oil pump housing, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters; intake & exhaust manifold; distributor shaft and housing; harmonic balancer; valve covers; timing gear cover; air filter housing;; thermostatically controlled air intake; oil pan; engine block and heads are covered if damaged by the Failure of an internally lubricated moving part. **Hybrid/Electric Vehicle:** Hybrid Control Unit(s) including Inverter; Stator and Rotor; Battery Sensors; Cooling Fan; Cooling Duct(s); High Voltage Harness and Junction Box; Electric Drive Motor(s).
2. **Turbo/Supercharger:** All internal parts; housing is covered if damaged by the Failure of an internally lubricated moving part.
3. **Transmission (Automatic or Standard):** All internal parts; torque converter; vacuum modulator; mounts; covers, pans and cases are covered if damaged by the Failure of an internally lubricated moving part.
Note: No Coverage is afforded for clutch assembly; pressure plate; flywheel; throwout bearing; worn synchronizers or cables.
4. **Transfer Unit:** All internal parts; transfer case is covered if damaged by the Failure of an internally lubricated moving part.
5. **Drive Axle(s):** All internal parts; "U" joints; propeller shafts; CV/Tripod joints; drive shafts, drive shaft yokes, drive shaft carrier, axle shafts, front hubs, locking hubs, differential case is covered if damaged by the Failure of an internally lubricated moving part.
6. **Steering:** All internal parts in rack and pinion; steering box; power steering pump; power steering cooler.
7. **Electrical:** Alternator; voltage regulator; starter motor, drive and solenoid; starter relay; front and rear wiper motor including circuit board, switches for power windows
8. **Brakes:** Master cylinder; wheel cylinders; calipers; combination valve.
Anti-Lock Brakes (ABS): Electronic control unit; wheel speed sensors/exciters; hydraulic pump/motor assembly; accumulator; pressure modulator valve; isolation dump valve.
9. **Air Conditioning:** Compressor; condenser; receiver dryer; accumulator.
10. **Cooling: Radiator fan;** engine cooling fan motors; water pump
11. **Seals and Gaskets:** Seals and gaskets are covered for the above listed assemblies only in conjunction with a **COVERED REPAIR**.

B. XO-2 COVERAGE: Coverage is provided for the following listed components subject to the exclusions listed in the "EXCLUSIONS" section of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed below are not covered under this **CONTRACT**. XO-2 Coverage includes all components listed under XO-1 Coverage plus the following components:

1. **Suspension:** Upper and lower control arms, control arm shafts and bushings; upper and lower ball joints; stabilizer shaft, coil and leaf springs; spindles and spindle supports.
2. **Brakes:** Power assist booster and valve; steel lines and fittings; clips and retainers.
3. **Electrical:** Electronic ignition module, distributor, washer pump relay and delay switch; cruise control servo, module and transducer; heater blower motor; power antenna motor; power door lock actuators; trunk actuator; electronic digital instrument cluster.
4. **Air Conditioning:** Clutch; expansion valve; orifice tube; evaporator.
5. **Cooling:** Radiator; temperature sensors.
6. **Electronics:** ESC/EEC/ECM module; oxygen sensor; Idle air control valve; manifold air pressure (MAP) sensor; mass air flow sensor; throttle position sensor; Crankshaft Position Sensor; oxygen sensor; calibration prom; EFI sensors.
7. **Fuel Delivery:** Fuel pump; vacuum pump; injection pump; metal fuel lines; throttle body assembly (MFI).
8. **Seals and Gaskets:** Seals and gaskets are covered for the above listed assemblies only in conjunction with a **COVERED REPAIR**.

C. ULTIMATE XO COVERAGE: Includes all components and assemblies listed above plus all other mechanical and electrical components of the Vehicle as defined in this **CONTRACT** except for those items listed under the "EXCLUSIONS" section of this **CONTRACT**.

D. SURCHARGED AND OPTIONAL COVERAGE BENEFITS:

1. **ENHANCED SEALS AND GASKETS:** If the Enhanced Seals and Gaskets option is selected on the registration page of this **CONTRACT**, seals and gaskets for all covered components are covered independently or in conjunction with a **COVERED REPAIR**. (Seepage and/or sweating of seals or gaskets are not covered, unless causing engine or transmission to operate below standards.)
2. **HYDRAULIC SUSPENSION (OEM ONLY):** If the Hydraulic Suspension option is selected on the registration page of this **CONTRACT**, coverage is provided for all of the mechanical, electrical and hydraulic components of the hydraulic suspension system, except for those items listed under the "EXCLUSIONS" section of this **CONTRACT**.
3. **AIR BLADDER SUSPENSION (OEM ONLY):** If the Air Bladder Suspension option is selected on the registration page of this **CONTRACT**, coverage is provided for all of the mechanical, electrical and pneumatic components of the air suspension system, except for those items listed under the "EXCLUSIONS" section of this **CONTRACT**.

E. COVERAGE BENEFITS:

1. **TRIP INTERRUPTION EXPENSES:** **ADMINISTRATOR** will reimburse **CONTRACT HOLDER** up to Two Hundred Dollars (\$200.00) per day for a maximum of three (3) days for expenses for meals (restaurants only) and lodging (hotel/motel only) (except where prohibited by law) incurred if:
 - a. **CONTRACT HOLDER** cannot utilize **VEHICLE** due to a **COVERED REPAIR** and is more than one hundred (100) miles from home; and
 - b. Meals and lodging are required because the **COVERED REPAIR** causes a delay en route. The date of the **COVERED REPAIR** shall be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the **COVERED REPAIR** and the time when repairs are completed or by the end of the third calendar day subsequent to the **COVERED REPAIR** if the repairs are not completed, whichever occurs first.
2. **ROADSIDE ASSISTANCE: Emergency Roadside Assistance** is available 24 hours a day, every day of the year throughout the United States, Canada and Puerto Rico. **YOUR** coverage begins at the date shown on the contract and terminates on either the expiration date shown or at the expiration of **YOUR** limited warranty or extended service contract, unless cancelled. **YOU** will only have to pay for any non-covered roadside assistance expenses or covered costs in excess of **YOUR one hundred dollar (\$100)** per occurrence maximum. Service must be a covered benefit under the terms and conditions of this contract and is available only for the specific Covered Vehicle registered as part of this Agreement.

All roadside assistance benefits are provided by Brickell Financial Services-Motor Club, Inc. dba Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126. (For Mississippi and Wisconsin customers, services are provided by Brickell Financial Services-Motor Club, Inc.

In the event that service is not obtainable through Road America, **YOU** will receive an authorization number to receive a refund of payments made according to **YOUR** program benefit and coverage limits for services received independently. **YOU** must first contact Road America for authorization to obtain independent services.

All of the services provided are described herein and are applicable throughout the United States, Canada and Puerto Rico.

Just call the TOLL-FREE Number 1-877-373-6284 and a service vehicle will be dispatched to YOUR assistance. **Important:** Please be with YOUR Covered Vehicle when the service provider arrives, as they cannot service an unattended vehicle. **NOTE: ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN ROAD AMERICA IS NOT COVERED AND IS NOT REIMBURSABLE.**

The following are covered emergencies, subject to the \$100 per occurrence limit:

- 1) *Towing Assistance* - When towing is necessary, the Covered Vehicle will be towed to the nearest qualified service facility or to any location requested by the covered customer up to the \$100 per occurrence limit.
- 2) *Flat Tire Assistance* - Service consists of the removal of the flat tire and its replacement with the spare tire located with the Covered Vehicle. Towing assistance will be provided if needed.
- 3) *Fuel, Oil, Fluid and Water Delivery Service* - An emergency supply of fuel, oil, fluid and water will be delivered if the Covered Vehicle is in immediate need. **YOU** must pay for the fuel or other fluid when it is delivered;
- 4) *Lock-out Assistance* - If **YOUR** keys are locked inside the Covered Vehicle, assistance will be provided to supply assistance in gaining entry into the Covered Vehicle.
- 5) *Battery Assistance* - If battery failure occurs, a jump start will be provided to start **YOUR** Covered Vehicle.

The following items are not included as part of the emergency roadside assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around a vehicle. Tire Repair. Extrication or Winching. Motorcycles, trucks over one and a half ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service state or garage; vehicle storage charges; a second tow. Service on a vehicle that is not in a safe condition to be towed or services that may result in damage to the vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a covered vehicle in need of routine maintenance or repair. Services received independently from Road America without prior authorization from Road America. Only one disablement for the same service type during any seven day period will be accepted.

THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE: The Emergency Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this program. Fees for services incurred independently are NOT covered without prior authorization from Road America.

IV. EXCLUSIONS

- A. THIS CONTRACT DOES NOT COVER PAINT; CARPETING AND ALL OTHER FLOOR COVERINGS; MANUAL/HYDRAULIC CLUTCH ASSEMBLY; TRIM, ANY REFITTING, REPOSITIONING OR REALIGNING OF HOSES AND RUBBER PARTS; MOLDINGS; DISTRIBUTOR CAP/ROTOR; AIR BAG/SUPPLEMENTAL RESTRAINT SYSTEMS; LENSES; BATTERY AND CABLE; ALL MAINTENANCE SERVICES INCLUDING BUT NOT LIMITED TO SUSPENSION ALIGNMENTS, WHEEL BALANCES, ENGINE TUNE-UPS, SPARK/GLOW PLUGS AND WIRES, BRAKE PADS, LININGS AND SHOES, FILTERS, LUBRICANTS* AND FLUIDS*, AIR CONDITIONING REFRIGERANT* OR ENGINE COOLANTS*, HOSES* AND BELTS* (*EXCEPT AS REQUIRED WITH A COVERED REPAIR); BRIGHT METAL; LIGHT BULBS/HEADLIGHTS; SHOCKS; WEATHER STRIPPING; BODY PANELS; BRAKE ROTORS/DRUMS; LUBRICANT SEEPAGE; CANVAS, VINYL OR FABRIC; FREIGHT CHARGES, SHIPPING CHARGES, CORE CHARGES, STORAGE CHARGES, ENVIRONMENTAL FEES, WASTE FEES, SHOP SUPPLIES, HAZARDOUS WASTE REMOVAL; ALL FABRIC, WOOD AND PANELS; SERVICE ADJUSTMENTS AND CLEANING; BODY ADJUSTMENTS AND CLEANING; FIBERGLASS TOP; TIRES/WHEELS/RIMS; BUTTONS, HANDLES, GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES; BUMPERS; AUDIO VISUAL EQUIPMENT (EXCEPT AS LISTED OR CHOSEN AS AN OPTION ABOVE); EXHAUST SYSTEM (EXCEPT MANIFOLD) AND EMISSION SYSTEMS(EXCEPT AS LISTED ABOVE); RUST OR CORROSION, CARBURETOR; HUBCAPS, PHYSICAL DAMAGE; RETROFITS OR REPLACEMENTS OF ANY COMPONENTS CAUSED BY OR DUE TO COMPLIANCE WITH LAW OR LEGISLATION INCLUDING THE 1990 CLEAN AIR ACT, INCLUDING EMISSION CONTROL EQUIPMENT AND SENSOR; IGNITION WIRES; CONSTANT VELOCITY JOINT BOOTS; EGR VALVE (UNLESS ULTIMATE XO COVERAGE IS PURCHASED); FRICTION CLUTCH DISC AND PRESSURE PLATE; WIPER BLADES AND WINDSHIELD WIPER ARMS; CLUTCH THROW OUT BEARING; BOLTS AND FASTENERS (EXCEPT AS REQUIRED WITH A COVERED REPAIR); TIMING BELT/CHAIN (WHEN NOT SERVICED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS); FREIGHT AND SHIPPING COSTS.
- B. THIS CONTRACT DOES NOT COVER PHYSICAL CONSTRUCTION OR STRUCTURE/FLOORING/DOORS/WINDOWS OR ALTERATIONS OR UPGRADES RESULTING FROM COVERED REPAIR(S).
- C. THIS CONTRACT APPLIES TO MECHANICAL/ELECTRICAL DEFECTS IN MATERIAL AND WORKMANSHIP. IT DOES NOT APPLY TO NORMAL WORN PARTS, ADJUSTMENTS, OR TO DAMAGE CAUSED BY: (1) NEGLIGENCE, LACK OF MAINTENANCE, ACCIDENT, ABNORMAL OPERATION OR EXCESSIVE/IMPROPER USE, INSTALLATION OR SERVICE AS DEEMED BY US; (2) USE OF AN ACCESSORY OR PART NOT MANUFACTURED OR SOLD BY AN AUTHORIZED DEALER OF THE MANUFACTURER; (3) REMOVAL OF PARTS; (4) POWER SURGES.
- D. THIS CONTRACT DOES NOT COVER ROUTINE MAINTENANCE, FUSES, FILTERS, CONSUMABLES, BATTERIES, FASTENERS, BULBS, COSMETIC ADJUSTMENT OR REPLACEMENT; DAMAGES CAUSED BY FREEZING, IMPROPER LAY UP OR STORAGE, CRACKING, PAINT CHANGES, CORROSION AND RUST.
- E. COVERAGE IS NOT PROVIDED UNDER THE TERMS OF THIS CONTRACT UNLESS THE VEHICLE HAS BEEN SERVICED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
- F. THIS CONTRACT DOES NOT COVER THE GRADUAL REDUCTION OF OPERATING PERFORMANCE CAUSED BY NORMAL WEAR AND TEAR WHEN THE WEAR ON THE COMPONENT DOES NOT EXCEED FACTORY FIELD TOLERANCES OR ANY REPAIRS CAUSED BY PRODUCT VIBRATION, OR LOOSE FASTENERS.
- G. THIS CONTRACT IS VOID IF THE ODOMETER HAS CEASED TO OPERATE AND HAS NOT BEEN REPAIRED IMMEDIATELY. THIS CONTRACT IS VOID IF THE ODOMETER HAS BEEN ALTERED BY YOU OR IF AN ACCURATE ODOMETER READING CANNOT BE DETERMINED. THIS CONTRACT IS VOID IF THE UNIT HAS EVER BEEN DEEMED A TOTAL LOSS. NO CLAIMS WILL BE PAID FOR LOSS OR DAMAGE CAUSED BY ACCIDENT, COLLISION, ROLL-OVER, RIOTS, FIRE, THEFT, FREEZING, VANDALISM, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORMS, HAIL, VOLCANO ERUPTION, WATER OR FLOOD, STRANDING, SUBMERSION, ABUSE OR ICE, NUCLEAR INCIDENTS, OR OTHER ACTS OF NATURE.
- H. THIS CONTRACT DOES NOT COVER ANY COSTS, EXPENSES OR EQUIPMENT REQUIRED TO COMPLY WITH LAW AND/OR REGULATIONS IMPOSED OR SET FORTH BY ANY GOVERNMENTAL AGENCIES.
- I. THIS CONTRACT DOES NOT COVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING DAMAGE TO A NON-COVERED PART OR A COVERED PART (UNLESS THE CONSEQUENTIAL DAMAGE OPTION HAS BEEN PURCHASED AND THE APPLICABLE CHECK BOX HAS BEEN MARKED ON THE REGISTRATION), OR ANY COVERED PART WHICH IS NOT BROKEN DOWN BUT WHICH AN AUTHORIZED SERVICE CENTER RECOMMENDS OR REQUIRES BE REPAIRED, REPLACED, OR WHERE GOVERNMENT/INDUSTRY REGULATIONS DISALLOW USE OF SAID PART(S).
- J. THIS CONTRACT DOES NOT COVER ANY DAMAGE, INTERNAL OR EXTERNAL, DUE TO FREEZING, OVERHEATING OR CORROSION, ELECTROLYSIS, SALT OR ANY OTHER ENVIRONMENTAL CONDITIONS OR INADEQUATE OR IMPROPER STORAGE/LAY-UP.
- K. **THIS CONTRACT DOES NOT COVER ANY MECHANICAL FAILURE THAT EXISTS AT THE TIME OF THE RETAIL SALE OF THE VEHICLE.**
- L. THIS CONTRACT DOES NOT COVER ANY LOSS RESULTING FROM INADEQUATE AMOUNTS OF COOLANT, LUBRICANT OR FLUIDS.
- M. THIS CONTRACT DOES NOT COVER ANY LOSS CAUSED BY IMPROPER OR CONTAMINATED FUELS OR OTHER FLUIDS.
- N. COMMERCIAL USE IS EXCLUDED. ANY VEHICLE USED FOR LIVERY, DELIVERY OR EMERGENCY PURPOSES OR USED FOR COMPETITIVE DRIVING, RACING OR CONTEST OF SPEED OR ARE PRINCIPALLY FOR OFF-ROAD USE ARE SPECIFICALLY EXCLUDED.
- O. THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR TRUCKS AND VANS OVER U.S. DEPARTMENT OF TRANSPORTATION CLASS 3 ("1 TON"), STEP VANS, CUBE VANS, BOX BODY, CAB AND CHASSIS OR OTHER INCOMPLETE VEHICLES OR VEHICLES USED FOR SNOWPLOWING.
- P. THIS CONTRACT DOES NOT COVER MECHANICAL BREAKDOWN COVERED UNDER MANUFACTURER'S WARRANTY, OTHER APPLICABLE WARRANTIES, GUARANTEES, POLICIES (INCLUDING ANY RECALLS) OR OTHER PRODUCT THAT WOULD PROVIDE ANY ADDITIONAL COVERAGE.
- Q. THIS CONTRACT DOES NOT COVER TV'S, GPS NAVIGATION SYSTEMS, PHONE SYSTEMS, INTERNET ACCESS SYSTEMS (UNLESS ULTIMATE XO COVERAGE IS PURCHASED OR THE LUXURY ELECTRONICS PACKAGE HAS BEEN PURCHASED AND THE APPLICABLE CHECK BOX HAS BEEN MARKED ON THE REGISTRATION), CHROME; MANUAL/HYDRAULIC LINKAGE; CORROSION OR RUST; KNOBS/DIALS; OUTSIDE ORNAMENTATION, CABLE, SATELLITE, AND TELEPHONE WIRING; COSMETIC DAMAGE TO ANY MATERIAL INCLUDING BUT NOT LIMITED TO DISCOLORATION, FADING, PEELING OR CRACKING.
- R. THIS CONTRACT DOES NOT PROVIDE COVERAGE IN THE EVENT OF A MECHANICAL BREAKDOWN OF THE VEHICLE, DURING WHICH ANY OPERATION OF THE VEHICLE RESULTS IN FURTHER DAMAGE RELATED TO THE ORIGINAL MECHANICAL BREAKDOWN. CONTINUED OPERATION OF THE VEHICLE WILL BE CONSIDERED FAILURE ON THE PART OF THE CONTRACT HOLDER TO PROTECT THE VEHICLE AND WILL NOT BE COVERED UNDER THIS CONTRACT.
- S. THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR TURBO/SUPERCHARGER, HYDRAULIC SUSPENSION OR AIR BLADDER SUSPENSION COMPONENTS UNLESS THE ADDITIONAL EQUIPMENT BOXES ARE MARKED ON THE ADMINISTRATOR'S COPY OF THE REGISTRATION PAGE OF THIS CONTRACT.
- T. DAMAGE TO COVERED COMPONENTS DUE TO THE ALTERATION, MODIFICATION OR USE OF YOUR VEHICLE NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING THE USE OF "NON-STOCK" OR MODIFIED PARTS.

V. GENERAL PROVISIONS

- A. **TERRITORIAL LIMITS:** This CONTRACT will cover the VEHICLE only when it is in the United States or Canada.
- B. **CONSEQUENTIAL DAMAGES:** ADMINISTRATOR is not responsible for any incidental or consequential damages or any oral misrepresentation other than the coverage and exclusions contained herein. This CONTRACT applies to the parts and labor for the identified items only, and does not provide for bodily injury, property damages, liability, or any other type of liability coverage.
- C. **DELAYS:** This CONTRACT does not guarantee days or time of service. WE are not liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.

- D. **LIMIT OF LIABILITY:** For each claim/repair visit, **OUR** liability will in no event exceed the actual cash value of the **VEHICLE** immediately prior to the failure. The aggregate of all coverage's and benefits payable under this **CONTRACT** will not exceed the price the **CONTRACT HOLDER** paid for the **VEHICLE**. If parts are not available and the **VEHICLE** cannot be repaired, a pro-rated portion of the **CONTRACT** charge will be returned to the **CONTRACT HOLDER**.
- E. **TRANSFER:** To transfer the **CONTRACT**, the **CONTRACT HOLDER** will forward their copy of the **CONTRACT** and a copy of the bill of sale or receipt, the new owner's information and the transfer fee of Fifty Dollars (\$50.00) to the **ADMINISTRATOR** within thirty (30) days of transfer date. Proof of maintenance may be required. Transfer of the **CONTRACT** from the **CONTRACT HOLDER** to any of the following (or like kind of the following) is not permitted:
- Consignment sales;
 - Dealers; or
 - Rental agencies
- F. **CONTRACT HOLDER'S RESPONSIBILITIES:** To receive full benefits of this **CONTRACT**, the **CONTRACT HOLDER** must, at their expense: have the **VEHICLE** serviced as recommended by the manufacturer, keep a detailed record of all maintenance validated by the servicing dealer, and keep receipts and work orders showing dates of service performed. The **CONTRACT HOLDER** assumes all liability of payment for unauthorized repairs. Liability for tear down/diagnosis rests with the **CONTRACT HOLDER** on non-covered repairs.
- G. **CLAIMS PROCEDURES:** The **CONTRACT HOLDER** will present this **CONTRACT** to Service Center authorized by the **ADMINISTRATOR**. The **CONTRACT HOLDER** will find an authorized Service Center by contacting the **ADMINISTRATOR** or the **SELLING DEALER** who sold this **CONTRACT**. The authorized Service Center must receive proper authorization from the **ADMINISTRATOR** prior to the repair. This **CONTRACT** is void if the **VEHICLE** is worked on by any person or dealer not authorized by the **ADMINISTRATOR**. FOR CUSTOMER SERVICE CALL 1-866-912-2770.
- H. **OUR RIGHT TO RECOVER PAYMENT:** If **WE** make any payments under this **CONTRACT**, the **CONTRACT HOLDER** agrees that **WE** hold all rights of recovery for those payments against anyone, due to, but not limited to a safety recall campaign, any repair required by any court, regulatory agency, decree or settlement. The **CONTRACT HOLDER** will do nothing to harm those rights. If the **CONTRACT HOLDER** has a right to recover against another party, the **CONTRACT HOLDER'S** rights become **OUR** rights. The **CONTRACT HOLDER** will do whatever is necessary to enable **US** to enforce these rights. If **WE** pay for repairs under this **CONTRACT** and the **CONTRACT HOLDER** is also repaid for the same repairs by someone else, the **CONTRACT HOLDER'S** payment will become **OUR** property up to the amount that **WE** paid for the repairs.
- I. **OTHER COVERAGE:** This **CONTRACT** provides coverage only in excess of other applicable and valid service **CONTRACTS** (including warranties and policies of insurance) which the **CONTRACT HOLDER** has, or upon which the **CONTRACT HOLDER** can recover from third parties.
- J. **PREVENT FURTHER DAMAGE:** In the event of **MECHANICAL BREAKDOWN** of the **VEHICLE**, any operation of the **VEHICLE** that results in further damage related to the original **MECHANICAL BREAKDOWN** will be considered the **CONTRACT HOLDER'S** failure to protect the **VEHICLE** and will not be covered under this **CONTRACT**.
- K. **INSURANCE:** The **ADMINISTRATOR'S** obligations under this **CONTRACT** are insured under an Insurance Policy issued by Dealers Assurance Company, 240 North 5th, Suite 350, Columbus, OH 43215. In the event the **ADMINISTRATOR** ceases to operate, is bankrupt or fails to pay **YOUR** claim within sixty (60) days after proof of loss has been filed, **YOU** may file a direct claim with Dealers Assurance Company. To do so, please call the following toll-free number for instructions: 1-800-282-8913.

VI. CANCELLATION

YOU may cancel this **CONTRACT** by giving written notice to **US** stating when, thereafter the cancellation will be effective. If cancellation is effected by **YOU** within sixty (60) days of the **CONTRACT PURCHASE DATE** (thirty (30) days for Used **VEHICLES**) and no claims have been filed, the refund shall be one hundred percent (100%) of the **CONTRACT** price paid. After sixty (60) days (thirty (30) days for Used **VEHICLES**) or if a claim has been filed, an amount of the unearned **CONTRACT** charge will be refunded by the **ADMINISTRATOR** according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **CONTRACT** less a Fifty Dollar (\$50.00) service charge, plus applicable taxes. Elapsed time and mileage shall be measured from the **CONTRACT PURCHASE DATE** and odometer reading on the **VEHICLE** on the **CONTRACT PURCHASE DATE**. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check.

VII. MAINTENANCE REQUIREMENTS

In order to keep **YOUR CONTRACT**, in force during its term, **YOU** must maintain the **VEHICLE** in accordance with published scheduled maintenance requirements. If **YOUR** failure to follow the published scheduled maintenance requirements causes a **MECHANICAL BREAKDOWN**, **YOU** may be denied coverage. Before any repair is authorized, **YOU** may require **YOU** to furnish **US** with proof that **YOU** have properly maintained the **VEHICLE** as required. **YOU** are responsible for retaining the receipts identifying the **VEHICLE**, showing dates, mileage, services performed, year make, model and vehicle identification number and providing them to **US** in the event of a claim. Failure to show proof of servicing may result in the denial of coverage. **MAINTENANCE COSTS ARE YOUR RESPONSIBILITY.**

VIII. YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM

YOU are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving **YOUR VEHICLE** (if applicable). **YOU** are required to safely stop the **VEHICLE** and shut down the engine immediately when either of these lights/gauges indicates a problem. Take all reasonable precautions to protect the **VEHICLE** from further damage in order to prevent additional Costs or repairs. **YOUR** failure to do so will cause the additional Cost to be paid by **YOU** and/or it may result in the complete denial of the claim.

- Return the **VEHICLE** to any Selling Dealer or Authorized Repair Facility in the continental United States or Canada during normal service department hours. If the **MECHANICAL BREAKDOWN** is not covered by this **CONTRACT**, the costs incurred for disassembly and/or diagnostic work are **YOUR** responsibility and expense;
- Provide the Authorized Repair Facility with a copy of **YOUR CONTRACT**;
- The service manager must obtain **YOUR** authorization to inspect and/or tear down **YOUR VEHICLE** in order to determine the cause of failure and Cost of the repair;
- Prior to starting repairs, **YOU** or the Repair Facility must call the **ADMINISTRATOR** at 1-866-912-2770 to verify coverage and obtain a Claim Authorization Number for claims. If a **MECHANICAL BREAKDOWN** occurs when the **ADMINISTRATOR'S** office is closed, **YOU** may follow these claims procedures without prior authorization. However, **YOU** or the Authorized Repair Facility **MUST** call the **ADMINISTRATOR** during the next business day. Failure to call in and report the claim on the next business day may result in non-payment. Unapproved mail-in claims may be denied;
- Provide complete cooperation in the investigation of any **MECHANICAL BREAKDOWN**;
- Provide proof of maintenance upon request;
- Permit inspection of the Approved **VEHICLE** by **US** BEFORE repairs are performed, if requested;
- When **YOU** pick up **YOUR VEHICLE**, review the repair order with the service manager;
- Pay the Deductible and any other non-covered expenses, if applicable;
- Payment for covered **MECHANICAL BREAKDOWNS** will be made either to **YOU** or the Authorized Repair Facility in accordance with the **CONTRACT** provisions after receipt of the repair order;
- YOU** or the Authorized Repair Facility must provide the **ADMINISTRATOR** with the repair order within forty-five (45) days of the completion of the authorized repairs. Failure to submit the repair order within forty-five (45) days may result in complete denial and non-payment of the claim.

IX. OUR RIGHT TO RECOVER PAYMENT

If **WE** make any payments under this **CONTRACT**, **YOU** agree that **WE** hold all rights of recovery for those payments against anyone, due to, but not limited to a safety recall campaign, any repair required by any court, regulatory agency, decree or settlement and **YOU** agree to do nothing to harm those rights. If **WE** pay for repairs under this **CONTRACT** and **YOU** are repaid for the same repairs by someone else, **YOU** agree for **YOUR** payment to become **OUR** property up to the amount that **WE** paid for repairs.

- CHANGES:** No changes may be made to this **CONTRACT** unless approved by **US** in writing. None of **OUR** representatives have the authority to change or waive any provisions to this **CONTRACT**.
- REPRESENTATIONS:** By acceptance of this **CONTRACT**, **YOU** agree that statements in this **CONTRACT** made by **YOU** are **YOUR** representations and agreements and that this **CONTRACT** is issued in reliance upon the truths of those statements.
- CONFORMITY TO STATUTE:** This **CONTRACT** will be governed and construed in accordance with the laws of the State where this **CONTRACT** is written and any dispute or litigation by either party arising out of the terms of the **CONTRACT** will be commenced in a court of competent jurisdiction in said state.
- ENTIRE AGREEMENT:** This **CONTRACT** is the entire understanding between **YOU** and **US** and there are no warranties, representations or agreements that are not expressly set forth herein.
- PREVENT FURTHER DAMAGE:** In the event of **MECHANICAL BREAKDOWN** of the **VEHICLE**, any operation of the **VEHICLE** that results in further damage relation to the original **MECHANICAL BREAKDOWN** will be considered **YOUR** failure to protect the **VEHICLE** and will not be covered under this **CONTRACT**.

X. WHAT TO DO IN THE EVENT OF A FAILURE

- YOU** should use all reasonable means and precautions to protect **YOUR VEHICLE** from further damage. This may require that **YOU** stop the **VEHICLE**, turn off the engine and have it towed. This **CONTRACT** will not cover damage caused by not securing a timely repair of the failed component.
- Return to the Issuing Dealer during normal service department hours. If this is not possible, take **YOUR VEHICLE** to the Authorized Repair Facility of **YOUR** choice (**YOU** may contact **US** at 1-866-912-2770 for assistance in locating an Authorized Repair Facility).
- Instruct the Repair Facility that they must obtain prior authorization including an authorization number from the **ADMINISTRATOR** prior to proceeding with repairs by calling the **ADMINISTRATOR** at 1-866-912-2770. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.
- In some cases, **YOU** may be required to authorize the repair facility to inspect or tear down **YOUR VEHICLE** to determine the cause and cost of the repair. **YOU** will be responsible for these charges if the Failure is not covered by this **CONTRACT**. The **ADMINISTRATOR** reserves the right to require an inspection of **YOUR VEHICLE** prior to any repair being performed. The **ADMINISTRATOR** reserves the right to move **YOUR** covered **VEHICLE** to another repair facility.
- After the **ADMINISTRATOR** has been contacted, review with the Repair Facility components that will be covered by this **CONTRACT**.
- The **ADMINISTRATOR** will reimburse the repair facility or **YOU** for the cost of authorized repairs performed on **YOUR VEHICLE**, less any applicable **DEDUCTIBLE**.
- Reimbursement for emergency repairs performed outside of normal business hours can be obtained by **YOU** only if **YOU** follow the above procedures on the first business day after such emergency repairs are performed, unless **YOU** show that it was not reasonably possible to give notice or file the proof of loss within the prescribed time and that the notice was filed as soon as reasonably possible.

XI. REPAIR FACILITY GUIDELINES FOR HANDLING CLAIMS

Follow these steps when handling a claim:

1. Advise **CONTRACT HOLDER** that evaluation of a failure does not mean that the repair is covered under this **CONTRACT**. All covered repairs must receive prior authorization from the **ADMINISTRATOR**.
2. Have **CONTRACT HOLDER** authorize inspection/tear down of the **VEHICLE** to determine cause of failure cost to repair. Save all components, including fluids and filters, should **ADMINISTRATOR** require outside inspection. Notify **CONTRACT HOLDER** that cost of tear down will not be paid if it is determined that the failure is not covered under this **CONTRACT**.
3. Determine the cause of failure, correction required and cost of the repair(s).
4. Contact the **ADMINISTRATOR'S** Claims Department at **1-866-912-2770** to obtain authorization to proceed with the claim. Be prepared with the following information when placing the call:
 - a. Customer's Name and **CONTRACT** Number.
 - b. Cause of failure and recommended correction.
 - c. Cost of repair(s).
5. A Claims Advisor will verify coverage and do one of the following:
 - a) Approve Claim - If approved, the authorization number must be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
 - b) Require Additional Evaluation, Inspection or Tear Down - **ADMINISTRATOR** may require an inspection prior to repair being completed. If a tear down is required to determine cause of failure, **CONTRACT HOLDER** must authorize same.
 - c) Notify **CONTRACT HOLDER** that if the repair is not covered, then **CONTRACT HOLDER** will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If inspection is not made within Forty-Eight (48) hours, contact the Claims Advisor.
 - d) Deny the claim and provide the reason for the denial.
6. Review the **ADMINISTRATOR'S** findings with the **CONTRACT HOLDER** as well as what will be covered by the **CONTRACT** and what portion of the repairs, if any, will not be covered.
7. Obtain **CONTRACT HOLDER'S** authorization to complete repairs. All repair orders must have customer's signature to qualify for payment.
8. Submit the repair order(s) that must include the **CONTRACT** number, authorization number and authorized amount to the **ADMINISTRATOR** within thirty (30) days to the following address: CornerStone United, Inc., 1020 Main Ave. NW, Hickory, North Carolina 28601.

SPECIAL STATE REQUIREMENTS AND/OR DISCLOSURES

NOTE: Please see "Special State Requirements and/or Disclosures" for specific cancellation provisions by state that may apply to YOUR CONTRACT.

ALABAMA

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT** Purchase Date and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to Us. The \$50 service charge is deleted and replaced with a \$25 service charge. The provider of the service **CONTRACT** shall mail a written notice to the service **CONTRACT HOLDER** at the last known address of the service **CONTRACT HOLDER** contained in the records of the provider at least five days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by the service **CONTRACT HOLDER** to the provider relating to the covered property or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

ALASKA

This agreement is not an insurance contract

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE** and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to **US**. The Fifty Dollar (\$50.00) administrative fee is deleted and replaced with an administrative fee of Fifty Dollar (\$50.00) or 7.5% of the refund amount, whichever is less. **WE** may cancel this **CONTRACT** only for: (1) nonpayment (2) conviction of the **CONTRACT HOLDER** of a crime having as one of its necessary elements an act increasing a hazard covered by the **CONTRACT**; (3) material misrepresentation made by the **CONTRACT HOLDER** or a representative of the **CONTRACT HOLDER** in obtaining the **CONTRACT** or by the **CONTRACT HOLDER** in pursuing a claim under the **CONTRACT**; (4) discovery of a grossly negligent act or omission by the **CONTRACT HOLDER** that substantially increases the hazards covered by the **CONTRACT**; (5) physical changes in the property covered by the **CONTRACT** that result in the property becoming ineligible for coverage under the **CONTRACT**; or (6) a substantial breach of duties by the **CONTRACT HOLDER** related to the covered motor vehicle. If **WE** cancel this **CONTRACT**, **WE** shall mail a written notice to **YOU** at **YOUR** last known address at least five (5) days prior to cancellation. No applicable administrative fee if **WE** cancel this **CONTRACT**.

INSURANCE - is amended to include: Sixty (60) days is deleted and replaced with thirty (30) days.

ARIZONA

SCHEDULE, VEHICLE SERVICE CONTRACT - is amended to include: In the event a **MECHANICAL BREAKDOWN** occurs when the **ADMINISTRATOR'S** office is closed, **YOU** may follow the claim procedures in the **CONTRACT** without prior authorization and reimbursement will be made to **YOU** or the Repair Facility in accordance with **CONTRACT** provisions. Exclusion K "This **CONTRACT** does not cover any mechanical failure that exists at the time of retail sale of the unit" is deleted in its entirety. Refer to **CONTRACT** Section VIII. "**YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM**" for Emergency Repair Instructions. All Exclusions are amended to include: "**WHILE THE VEHICLE IS OWNED BY YOU.**"

CANCELLATION - is amended to include: We may cancel this **CONTRACT** at any time for the following reasons: If there has been a material misrepresentation or fraud on the **CONTRACT** Purchase Date or when filing a claim under this **CONTRACT**; If **YOU** have failed to maintain **YOUR** Approved Vehicle; or If **YOU** do not pay the **CONTRACT** Price. In no event will claims paid be deducted from any refund.

ARKANSAS

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE** and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to Us.

COLORADO

INSURANCE - is deleted in its entirety and replaced by the following: Our obligations under this **CONTRACT** are insured under an Insurance issued by Dealers Assurance Company, 240 North 5th, Suite 350, Columbus, OH 43215, 1-800-282-8913. In the event We cease to operate, are bankrupt or **YOUR** claim is not paid within 60 days after proof of loss has been filed, **YOU** may file a direct claim with Dealers Assurance Company, 240 North 5th, Suite 350, Columbus, OH 43215. To do so, please call the following toll-free number for instructions: 1-800-282-8913.

CONNECTICUT

The coverage afforded by this **CONTRACT** is still available should the **CONTRACT** Period lapse while **YOUR** Approved Vehicle is in the custody of a Repair Facility for a covered repair.

GENERAL PROVISIONS is amended to include: **RESOLUTION of DISPUTE: If applicable, arbitration and Resolution of Disputes for Connecticut Residents:** If there is a dispute regarding the terms of this **SERVICE CONTRACT** the coverage of any claim filed with **US**, **WE** will make a reasonable effort to resolve the dispute with **YOU**. If **WE** are unable to resolve the dispute, **YOU** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of **YOUR** covered **VEHICLE**, the cost of any disputed repairs, and a copy of this **SERVICE CONTRACT** document. The complaint should be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.

YOUR complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, **YOUR** complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code.

DEFINITIONS is amended to include: **OBLIGOR/PROVIDER:** Dealers Alliance Corporation, 240 North 5th, Suite 350, Columbus, OH 43215, 1-800-282-8913.

CANCELLATION amended to include: **YOU** have a right to cancel this **SERVICE CONTRACT** if **YOU** return the **VEHICLE** or if the **VEHICLE** is sold, lost, stolen or destroyed. If this **SERVICE CONTRACT** is for less than one year of coverage, this **CONTRACT** will be extended while **YOUR VEHICLE** is being repaired. This **SERVICE CONTRACT** does not include in-home service. The costs of transporting the **VEHICLE** will not be paid for by the **ADMINISTRATOR**.

GEORGIA

EXCLUSION K "This **CONTRACT** does not cover any mechanical failure that exists at the time of retail sale of the unit" is deleted in its entirety.

YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM - is amended to include. Item #3 is deleted in its entirety.

CANCELLATION - is deleted in its entirety and replaced by the following: **YOU** may cancel this **CONTRACT** by written notice to the **ADMINISTRATOR** requesting cancellation while the **CONTRACT** is in force. The information required to process a cancellation includes: **CONTRACT** Application Number, date of cancellation, reason for cancellation and **CONTRACT** holder's signature. If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT** Purchase Date and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to Us. If **YOU** cancel this **CONTRACT**, **YOU** will receive 90% of the unearned pro-rata **CONTRACT** Price. Any refund will be forwarded to the Selling Dealer.

We or the **ADMINISTRATOR** may cancel this Service **CONTRACT**: In the event of fraud; In the event of material misrepresentation; or If **YOU** do not pay the **CONTRACT** Price. If We or the **ADMINISTRATOR** cancel this **CONTRACT**, We will mail **YOU** written notice: At least ten (10) days prior to the effective date of cancellation if **YOU** do not pay the **CONTRACT** Price; or At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation. If We cancel this Service **CONTRACT**, **YOU** will receive 100% of the unearned pro-rata **CONTRACT** Price. Any refund will be forwarded to the Selling Dealer. If the **CONTRACT** Price paid for this **CONTRACT** was financed, then the refund, regardless of who requested the cancellation, will be made to the Lienholder of the Schedule, so long as there is a balance owing. If the Selling Dealer is notified that the loan has been paid off, the refund balance will be paid to **YOU**. Should We fail to refund the unearned consideration, **YOU** have the right to receive the refund directly from Dealers Assurance Company, 240 North 5th, Suite 350, Columbus, OH 43215, 1-800-282-8913.

EXCLUSION G is deleted in its entirety and replaced by the following: **THERE IS NO COVERAGE UNDER THIS CONTRACT, IF WHILE OWNED BY YOU, THE ODOMETER HAS CEASED TO OPERATE AND HAS NOT BEEN REPAIRED IMMEDIATELY. THERE IS NO COVERAGE UNDER THIS CONTRACT, IF WHILE OWNED BY YOU, THE ODOMETER HAS BEEN ALTERED OR IF AN ACCURATE ODOMETER READING CANNOT BE DETERMINED. THERE IS NO COVERAGE UNDER THIS CONTRACT IF ANY LOSS OR DAMAGE IS CAUSED BY ACCIDENT, COLLISION, ROLL-OVER, RIOTS, FIRE, THEFT, FREEZING, VANDALISM, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORMS, HAIL, VOLCANO ERUPTION, WATER OR FLOOD, STRANDING, SUBMERSION, ABUSE OR ICE, NUCLEAR INCIDENTS OR OTHER ACTS OF NATURE.**

EXCLUSION T is amended to include: **DAMAGE TO COVERED COMPONENTS DUE TO THE ALTERATION, MODIFICATION OR USE OF YOUR VEHICLE NOT RECOMMENDED BY THE MANUFACTURER, WHILE OWNED BY YOU, INCLUDING THE USE OF "NON-STOCK" OR MODIFIED PARTS.**

GENERAL PROVISIONS - Section G. Claim Procedures is amended to include: The last sentence is deleted in its entirety and replaced by the following: Coverage is void under this **CONTRACT** if the **UNIT** is worked on by any person or dealer not authorized by the **ADMINISTRATOR**.

HAWAII

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within sixty (60) days (thirty (30) days for Used **VEHICLES**) of the **CONTRACT PURCHASE DATE** and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to Us. If **WE** cancel this **CONTRACT**, **WE** shall mail a written notice to **YOU** at **YOUR** last known address at least five (5) days prior to cancellation. No applicable administrative fee if **WE** cancel this **CONTRACT**.

IDAHO

Coverage afforded under this **CONTRACT** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

CANCELLATION - is amended to include: The Fifty Dollar (\$50.00) service fee is deleted and replaced with an administrative fee of Fifty Dollar (\$50.00) or 10% of the **CONTRACT** charge, whichever is less.

INDIANA

YOUR proof of payment to the issuing dealer for this **CONTRACT** shall be considered proof of payment to the insurance company, which guarantees Our obligation to **YOU**, providing such insurance was in effect at the time **YOU** purchased this **CONTRACT**.

IOWA

WHAT THIS CONTRACT COVERS – is amended to include: Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT** Purchase Date and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this **CONTRACT** to Us. All refunds will be paid by the Selling Dealer to the Lienholder if any, otherwise to **YOU**. . If **YOU** have any questions regarding this **CONTRACT**, **YOU** may contact the **ADMINISTRATOR** by mail or by phone. Iowa residents may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, Two Ruan Center, 601 Locus Street, 4th Floor, Des Moines, IA 50309-3738, 515-281-5705. Within the "CANCELLATION AND RENEWAL" section of this **CONTRACT**, the following sentence(s) is added: "Cancellation Provisions", "If this **CONTRACT** is cancelled by **YOU**, **WE** will mail a written notice of termination to **YOU** with fifteen (15) days of the date of cancellation."

LOUISIANA

CANCELLATION- is amended to include: **YOU** may cancel this **CONTRACT** at any time by giving written notice to **US** stating when, thereafter the cancellation will be effective. If cancellation is effected by **YOU** within thirty (30) days of the purchase, the refund shall be one hundred percent (100%) of the **CONTRACT** price paid, less a Fifty Dollar (\$50.00) service charge. After thirty (30) days, an amount of the unearned **CONTRACT** charge will be refunded by the **ADMINISTRATOR** according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **CONTRACT**, whichever is less, less a Fifty Dollar (\$50.00) service charge. Elapsed time and mileage shall be measured from the sale date of the **CONTRACT** and odometer reading on the **VEHICLE** on the sale date of the **CONTRACT**. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check.

MAINE

CANCELLATION- is deleted in its entirety and replaced by the following: **WE** may cancel this **CONTRACT** for nonpayment of the provider fee, material misrepresentation by the service contract holder to the **US**, or a substantial breach of duties, with written notice to the **Contract Holders** last known address with at least 15 days' notice of such cancellation. Mailed notice shall state the effective cancellation date and the reason for cancellation. If this **CONTRACT** is cancelled by **US** for any reason other than nonpayment of the provider fee, **YOUR** refund will be 100% of the unearned pro rata premium. **WE** will retain a cancellation fee not to exceed 10% of the **CONTRACT** price. If this **CONTRACT** is originally delivered to **YOU** by mail, **YOU** may cancel this **CONTRACT** within 20 days after the date the **Contract** was mailed to **YOU** and receive a full refund of the **CONTRACT** price provided no claim has been made under the **CONTRACT**. If this **CONTRACT** was delivered to **YOU** at the time of sale, **YOU** may cancel this **CONTRACT** within 10 days after the date of the **CONTRACT** and receive a full refund of the **CONTRACT** price provided no claim has been made under the **CONTRACT**. If a refund is due to **YOU** under this **CONTRACT**, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the **CONTRACT** to **US**. A cancellation fee of 10% of the **CONTRACT** price will apply to all pro rata cancellations made by **YOU**.

MARYLAND

CANCELLATION - is amended to include :If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE** and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to Us.

MASSACHUSETTS

The following wording is added: NOTICE TO CUSTOMER: THE COVERAGE **YOU** ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU** CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO **YOU** WITHOUT THIS **CONTRACT**.

MINNESOTA

Exclusion K "This **CONTRACT** does not cover any mechanical failure that exists at the time of retail sale of the unit" is deleted in its entirety. **RENTAL REIMBURSEMENT** – is amended to include: The sentence "We may request a copy..." is revised to read, "We will request a copy of **YOUR** rental agreement, with **YOUR** signature, to process the Rental reimbursement."

TOWING SERVICE– is amended to include: The sentence "We may request a copy..." is revised to read, "We will request a copy of **YOUR** repair work, with **YOUR** signature, to process the Pickup reimbursement."

Exclusion P is revised to read "**THIS CONTRACT DOES NOT COVER MECHANICAL BREAKDOWN FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY OR A REPAIR FACILITY'S GUARANTEE.**"

Section II: 3 should be deleted in its entirety.

Exclusion A and D are amended by deleting the following: "**RUST OR CORROSION**"

GENERAL PROVISIONS – is amended to include: **EXPRESS WARRANTY**: Minnesota statute 325F.662 requires that every used motor vehicle sold by a dealer is covered by an express Warranty which the dealer shall provide to the customer. At a minimum, the express Warranty applies to the following terms: (1) if the used motor vehicle has less than 36,000 miles, the Warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more, but less than 75,000 miles, the Warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Parts listed under the section titled, What Is Covered, may be covered by the express Warranty and are covered by this **CONTRACT** only after expiration of the express Warranty.

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE** and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to Us. We or the **ADMINISTRATOR** may only cancel this **CONTRACT** after thirty (30) days for the following reasons: If **YOUR** Approved Vehicle is a total loss or is repossessed; If **YOU** use **YOUR** Approved Vehicle in any manner not covered by this **CONTRACT**; or If **YOU** do not pay the **CONTRACT** Price.

MISSISSIPPI

CANCELLATION - is amended to include: **WE** may only cancel this **CONTRACT** for nonpayment of the provider fee, material misrepresentation by the service contract holder to the **US**, or a substantial breach of duties. Mailed notice shall state the effective cancellation date and the reason for cancellation. If this **CONTRACT** is cancelled by **US** for any reason other than nonpayment of the provider fee, **YOUR** refund will be 100% of the unearned pro rata premium. **WE** will retain a cancellation fee not to exceed 10% of the **CONTRACT** price. If **YOU** request cancellation of this **CONTRACT** within sixty (60) days (thirty (30) days for Used **VEHICLES**) and no claims have been made **YOU** will received a full refund of the **CONTRACT** price paid. A 10% penalty per month will be added to the refund if it is not made within 45 days of return of the **CONTRACT** to **US**. A cancellation fee of 10% of the **CONTRACT** price will apply to all pro rata cancellations made by **YOU**.

MISSOURI

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT** Purchase Date and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this **CONTRACT** to Us. If cancellation is effected by **YOU** within sixty (60) days of the purchase (thirty (30) days for Used **VEHICLES**) the refund shall be one hundred percent (100%) of the **CONTRACT** price paid, less any claims paid. The cancellation by **YOU** will become effective as of the date the written notice of cancellation is received by the **ADMINISTRATOR**. We will mail **YOU** written notice within fifteen (15) days of the date of cancellation. This agreement is not an insurance contract.

NEVADA

TERM OF COVERAGE: – is amended to include: This **CONTRACT** is not renewable.

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within sixty (60) days (thirty (30) days for Used **VEHICLES**) of the **CONTRACT** Purchase Date and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to **US**. **WE** may only cancel this **CONTRACT** after seventy (70) days for the following reasons: If **YOU** do not pay the **CONTRACT** Price; If **YOU** are convicted of a crime that results in an increase in the risk covered under this **CONTRACT**; If there has been a material misrepresentation or **fraud** by **YOU** at the time of sale of this **CONTRACT** or when filing a claim under this **CONTRACT**; or If **WE** discover an

act or omission by **YOU**, or a violation by **YOU** of any terms or conditions of this **CONTRACT**, after the **CONTRACT** Purchase Date, that substantially and materially increases the risk covered under this **CONTRACT**. This Contract shall not be voided by US unless **YOU** have committed fraud or material misrepresentation in obtaining this Contract or in presenting a claim for service thereunder. If the Provider cancels this Service Contract, no cancellation may become effective until at least fifteen (15) days after notice of cancellation is mailed to the Service Contract holder. If the Provider cancels this Service Contract, Provider shall refund to **YOU** the portion of the purchase price that is unearned. The Provider may deduct any outstanding balance on **YOUR** account from the amount of the purchase price that is unearned by the provider when calculating the amount of the refund.

For "Post Sale Contracts", claims will not be considered during the first thirty (30) days or one thousand (1,000) miles, whichever occurs first, from the CONTRACT PURCHASE DATE of the VEHICLE covered under the CONTRACT .

NEW HAMPSHIRE

INSURANCE - is deleted in its entirety and replaced by the following: Our obligations under this **CONTRACT** are insured under an Insurance Policy issued by Dealers Assurance Company, 240 North 5th, Suite 350, Columbus, OH 43215, 1-800-282-8913. In the event We cease to operate, are bankrupt or **YOUR** claim is not paid within sixty (60) days after proof of loss has been filed, **YOU** may file a direct claim with Dealers Assurance Company. To do so, please call the following toll-free number for instructions: 1-800-282-8913. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

NEW JERSEY

If **YOU** request cancellation of this **CONTRACT** within thirty (30) days of the purchase date of the **CONTRACT** and the refund is not paid or credited within forty-five (45) days after **YOUR** cancellation request to US, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If WE cancel this **CONTRACT**, WE shall mail a written notice to **YOUR** at **YOUR** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by **YOUR** of the provider fee; a material misrepresentation by **YOUR** to the provider; or substantial breach of duties **YOUR** relating to the covered product or its use.

NEW MEXICO

CONTRACT PERIOD – is amended to include: This **CONTRACT** is not renewable.

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT** Purchase Date and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within sixty (60) days of return of this **CONTRACT** to Us. Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days. We may only cancel this **CONTRACT** after seventy (70) days for the following reasons: If **YOU** do not pay the **CONTRACT** Price; If **YOU** are convicted of a crime that results in an increase in the risk covered under this **CONTRACT**; If there has been a material misrepresentation or fraud at the time of sale of this **CONTRACT** or when filing a claim under this **CONTRACT**; or If We discover an act or omission by **YOU**, or a violation by **YOU** of any terms or conditions of this **CONTRACT**, after the **CONTRACT** Purchase Date, that substantially and materially increases the risk covered under this **CONTRACT**. **INSURANCE** is amended to include: This **CONTRACT** is insured by Dealers Assurance Company. If the **CONTRACT** provider fails to pay **YOU** or otherwise provide **YOU** with the covered service within 60 days of **YOUR** submission of a valid claim, **YOU** may submit **YOUR** claim to Dealers Assurance Company at 240 N. Fifth Street, Suite 350, Columbus, OH 43215, 800-282-8913. If **YOU** have any concerns regarding the handling of **YOUR** claim, **YOU** may contact the Office of the Superintendent of Insurance at 855-427-5674.

NEW YORK

CANCELLATION - is amended to include:

If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE** and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this **CONTRACT** to Us.

NORTH CAROLINA

CANCELLATION - is amended to include: The \$25 administrative fee is deleted and replaced with an administrative fee of \$25 or 10%, whichever is less. We or the Administrator may only cancel this **CONTRACT** at any time for any of the reasons listed below: If there has been material misrepresentation or fraud on the **CONTRACT PURCHASE DATE** or when filing a claim under this **CONTRACT**; or If **YOU** do not pay the **CONTRACT** Price.

OKLAHOMA

The following wording is added: **THIS CONTRACT IS NOT AN INSURANCE POLICY; IT IS A CONTRACT BETWEEN YOU AND THE ADMINISTRATOR OBLIGOR. This CONTRACT is not issued by the manufacturer or a wholesale company marketing the product. This CONTRACT will not be honored by such manufacturer or wholesale company.**

CANCELLATION - is deleted in entirety and replaced by the following: **YOU** may cancel this **CONTRACT** by giving written notice to **US** stating when, thereafter the cancellation will be effective. If cancellation is effected by **YOU**, **YOU** will receive 90% of the unearned pro-rata **CONTRACT** Price. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check. If **WE** or the **ADMINISTRATOR** cancel this **CONTRACT**, **WE** will mail **YOU** written notice at least thirty (30) days prior to cancellation. If **WE** cancel this **CONTRACT**, the pro-rata refund will be 100% of the unearned pro-rata premium. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check. a) If there has been a material misrepresentation or fraud on the **CONTRACT PURCHASE DATE** or when filing a claim under this; b) If **YOU** have failed to maintain **YOUR** Approved Vehicle; c) If **YOU** do not pay the **CONTRACT** Price; or d) If **YOU** use **YOUR** Approved Vehicle in any manner not covered by this **CONTRACT**.

Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma service warranty Statutes do not apply to commercial use references in service warranty **CONTRACTS**.

OREGON

CANCELLATION is amended to include: If **WE** do not issue **Your** refund within thirty (30) days from the date that **WE** receive **YOUR** written notice to cancel, then **WE** will add ten percent (10%) of the original refund amount, per month, to the refund.

DEFINITIONS is amended to include: **OBLIGOR**: Dealers Alliance Corporation, 240 North 5th, Suite 350, Columbus, OH 43215, 1-800-282-8913.

All coverage and benefits provided under this **CONTRACT** are guaranteed by the Administrator Obligor, Dealers Alliance Corporation.

SOUTH CAROLINA

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE** and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to Us. If **YOU** have questions, concerns or complaints regarding **YOUR CONTRACT**, **YOU** may address them to: South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467.

TEXAS

Unresolved complaints or questions concerning the regulation of service **CONTRACTS** may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE** and **YOU** have not incurred a claim, this **CONTRACT** shall be void and a 100% refund of the **CONTRACT** Price will be made. A ten percent (10%) penalty per month shall be added to any refund on a voided **CONTRACT** that is not paid within forty-five (45) days of return of this **CONTRACT** to Us. If **YOUR** cancellation refund is not paid within forty-five (45) days after the **CONTRACT** has been returned to Us, **YOU** may request a refund from Dealers Assurance Company, 240 North 5th, Suite 350, Columbus, OH 43215.

UTAH

Coverage afforded under this **CONTRACT** is not guaranteed by the Property and Casualty Guaranty Association. This **CONTRACT** is subject to limitation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM – Utah residents are not limited to filing claims within forty-five (45) days for reimbursement consideration.

EXCLUSIONS G is deleted of its entirety and replaced with the following: **IF THE ODOMETER HAS CEASED TO OPERATE AND HAS NOT BEEN REPAIRED OR HAS BEEN ALTERED BY YOU OR IF AN ACCURATE READING CANNOT BE DETERMINED. IF THE UNIT HAS EVER BEEN DEEMED A TOTAL LOSS. NO CLAIMS WILL BE PAID FOR LOSS OR DAMAGE CAUSED BY ACCIDENT, COLLISION, ROLL-OVER, RIOTS, FIRE, THEFT, FREEZING, VANDALISM, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORMS, HAIL, VOLCANO ERUPTION, WATER OR FLOOD, STRANDING, SUBMERSION, ABUSE OR ICE, NUCLEAR INCIDENTS, OR OTHER ACTS OF NATURE.**

CANCELLATION - is deleted of its entirety and replaced with the following: **YOU** may cancel this **CONTRACT** by giving written notice to **US** stating when, thereafter the cancellation will be effective. If cancellation is effected by **YOU** within sixty (60) days of the **CONTRACT PURCHASE DATE** (thirty (30) days for Used **VEHICLES**) and no claims have been filed, the refund shall be one hundred percent (100%) of the **CONTRACT** price paid. After sixty (60) days (thirty (30) days for Used **VEHICLES**) or if a claim has been filed, an amount of the unearned **CONTRACT** charge will be refunded by the **ADMINISTRATOR** according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **CONTRACT** less a Fifty Dollar (\$50.00) service charge, plus applicable taxes. Elapsed time and mileage shall be measured from the **CONTRACT PURCHASE DATE** and odometer reading on the **VEHICLE** on the **CONTRACT PURCHASE DATE**. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check. If the **VEHICLE** and this **CONTRACT** have been financed, the Lienholder shown on the **DECLARATION PAGE** may cancel this **CONTRACT** for non-payment if the **VEHICLE** is declared a total loss or is repossessed. If this **CONTRACT** is financed and **YOUR** Approved **VEHICLE** is a total loss or is repossessed, **YOU** authorize **YOUR** Lienholder shown on the **DECLARATION PAGE** to receive the refund. This right of cancellation does not confer ownership of this **CONTRACT** to the Lienholder or otherwise entitled the Lienholder to performance under this **CONTRACT**. In the event that the cost of the **CONTRACT** is part of a retail sales contract, then the Lienholder of the said sales contract shall be the sole payee of any refund check. **WE** may only cancel this **CONTRACT** for any of the reasons by sending **YOU** notice of cancellation and the reason for cancellation, via first class mail, to **YOUR** last known address and such cancellation will be effective 30 days after mailing of notice: For nonpayment of premium; For material misrepresentation; For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the **CONTRACT**; or For substantial breaches in contractual duties, conditions or warranties.

WASHINGTON

Any civil action brought in connection with this Contract must be brought under the courts and jurisdiction in the State of Washington. This Contract does not provide for arbitration. The commissioner is the Service Contract Provider's attorney to receive service of legal process in any action, suit, or proceeding in any court.

OUR RIGHT TO RECOVER PAYMENT – is amended to include: **OUR** right to recover payments exists only after **YOU** have been financially whole under Washington law.

CANCELLATION – is deleted of its entirety and replaced with the following: **YOU** may cancel this **CONTRACT** by giving written notice to **US** stating when, thereafter the cancellation will be effective. If cancellation is effected by **YOU** within sixty (60) days of the **CONTRACT PURCHASE DATE** and no claims have been filed, the refund shall be one hundred percent (100%) of the **CONTRACT** price paid. After sixty (60) days or if a claim has been filed, an amount of the unearned **CONTRACT** charge will be refunded by the **ADMINISTRATOR** according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **CONTRACT**, less a Twenty-Five Dollar (\$25.00) service charge. Elapsed time and mileage shall be measured from the **CONTRACT PURCHASE DATE** and odometer reading on the **VEHICLE** on the **CONTRACT PURCHASE DATE**. If **WE** do not issue **YOUR** refund within thirty (30) days from the date **WE** receive **YOUR** request to cancel, **WE** will add ten percent (10%) of the refund amount, per month, to the refund. The **PROVIDER** has sixty (60) days from the date the **CONTRACT** was sold to determine whether or not the **VEHICLE** qualifies for the **CONTRACT**. After the sixty (60) days, the **VEHICLE** automatically qualifies, the **PROVIDER** may not cancel this **CONTRACT**, and the **PROVIDER** is fully obligated under the terms and conditions stated herein. The **PROVIDER** may cancel this **CONTRACT** based on one or more of the following reasons: (A) non-payment of the **CONTRACT PURCHASE PRICE**; (B) a material misrepresentation may be **YOU**; or (C) a substantial breach of duties by **YOU** under this **CONTRACT** relating to the **VEHICLE** or its use. If the **CONTRACT** is cancelled by the **PROVIDER**, **WE** will refund the unearned **CONTRACT PURCHASE PRICE** to **YOU** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of day the **CONTRACT** was in force or the number of miles the **VEHICLE** was driven prior to cancellation, less a fee of Twenty-Five Dollars (\$25.00). If the **VEHICLE** and this **CONTRACT** have been financed, the Lienholder shown on the **DECLARATION PAGE** may cancel this **CONTRACT** for non-payment or if the **VEHICLE** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **CONTRACT** to the Lienholder or otherwise entitled the Lienholder to performance under this **CONTRACT**. In the event that the cost of the **CONTRACT** is part of a retail sales contract, then the Lienholder of the said sales contract shall be the sole payee of any refund check. In the case of a total loss or repossession, the Lienholder shall be the sole payee of any refund check.

INSURANCE is amended to include: The **ADMINISTRATOR'S** obligations under this **CONTRACT** are insured under an Insurance Policy (Policy #WA129) issued by Dealers Assurance Company, 240 North 5th, Suite 350, Columbus, OH 43215.

WASHINGTON DISCLOSURE:

Please Initial, Sign and Date the Following:

I understand:

The "**COVERAGE**" section on pages (2) and (3) on this **CONTRACT**. The "**MAINTENANCE REQUIREMENTS**" section on page four (4) on this **CONTRACT**. The "**CANCELLATION**" section on page four (4) on this **CONTRACT**. The "**YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM**" section on page five (5) on this **CONTRACT**. The fact that the implied warranty of merchantability on the **VEHICLE** is not waived if the **CONTRACT** has been purchased within ninety (90) days of the purchase date of the **VEHICLE** from a **SERVICE CONTRACT PROVIDER** or **CONTRACT** seller who also sold the **VEHICLE** covered by the **CONTRACT**. The "**EXCLUSIONS**" section on pages three (3) on this **CONTRACT**.

My signature below indicates that I have read the foregoing statements and placed my initials in the corresponding blank to acknowledge that I am aware of the aspects of this **CONTRACT** as delineated above.

CONTRACT HOLDER'S Signature

Date

WISCONSIN

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

CONTRACT is amended to allow repairs prior to pre-authorization of a authorized repair facility.

OUR RIGHT TO RECOVER PAYMENT – is amended to include: **YOU** will be made whole before We retain any amount We may recover.

CANCELLATION – is amended to include: **WE** may only cancel this **CONTRACT** for non-payment of the **CONTRACT** charge, material misrepresentation by **YOU** to the **PROVIDER** or **ADMINISTRATOR**, or a substantial breach of duties by **YOU** relating to the covered **VEHICLE** or its use. Written notice will be mailed to **YOUR** last address known to **US**, at least ten (10) days prior to the effective date of cancellation. Notice shall state the effective date of the cancellation and the reason for the cancellation.

YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM - is amended to include: Item #11 is deleted in its entirety and replaced by the following: **YOU** or the Repair facility must provide the **ADMINISTRATOR** with the repair order as soon as reasonably possible.

WYOMING

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT** Purchase Date and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to Us. The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

SAMPLE