



Xtensive Series

VEHICLE SERVICE CONTRACT

Administered by:
CornerStone 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 CornerStone at 1-866-912-2770 REGISTRATION

AXTNAT

Form containing sections: Vehicle Purchase Date, In-Service Date, Contract Purchase Date, Contract Holder, Street Address, Home Telephone, Selling Dealer Information, Vehicle Information, MANDATORY SURCHARGES, OPTIONAL COVERAGE, COVERAGE LEVEL, RETAIL PRICE OF THE VEHICLE, SERVICE CONTRACT RETAIL COST, PLAN DEDUCTIBLE, TERM OF COVERAGE, LIENHOLDER INFORMATION, CONTRACT HOLDER'S SIGNATURE, DEALER'S SIGNATURE, and VEHICLE SERVICE CONTRACT.

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## 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**.

**BUSINESS USE VEHICLE:** Privately or company owned **VEHICLES** that are used by a primary driver for the purpose of, but not limited to, non-delivery route/sales work and light duty route work. Examples of business use are **VEHICLES** used for pizza and floral delivery, realtors and sales reps. **VEHICLES** used for business use are eligible for coverage under this **CONTRACT**.

**COMMERCIAL USE VEHICLE:** **VEHICLES** used in any other type of business use not described above under **BUSINESS USE VEHICLE**, including, but not limited to, fleet and multiple driver **VEHICLES**, **VEHICLES** used for livery, service and repair work, trade work, mobile businesses, route delivery and **VEHICLES** used to pull commercial trailers. Examples of **COMMERCIAL USE VEHICLES** are **VEHICLES** used for taxis, shuttles, lawn care, home inspectors, mail/parcel delivery, dog washing, appliance delivery, contractors/trades. **COMMERCIAL USE VEHICLES** are eligible under this **CONTRACT** only if the **COMMERCIAL USAGE** surcharge is purchased and marked on the registration page of this **CONTRACT**. Emergency Roadside Assistance Benefits are not available on **COMMERCIAL USE VEHICLES**.

**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**. If the \$100 Disappearing option is selected, the **CONTRACT HOLDER** is not required to pay a deductible for **COVERED REPAIRS** performed by the **SELLING DEALER**, but is required to pay a one hundred dollar (\$100) deductible for **COVERED REPAIRS** performed at other authorized repair facilities.

**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 except as specifically outlined in the **CONSEQUENTIAL DAMAGE OPTION** section of this **CONTRACT**.

**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 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** unless "ULTIMATE XT CERTIFIED WRAP" coverage is purchased and marked on the registration page of this **CONTRACT** whereby the **TERM OF COVERAGE** in months begins on the original manufacturer's warranty IN-SERVICE DATE. If the "New" or "Extended New" box is marked under **VEHICLE INFORMATION**, or if "ULTIMATE XT CERTIFIED WRAP" coverage is purchased, the miles start from zero (0) miles. If the "Used" box is marked under **VEHICLE INFORMATION** and "ULTIMATE XT CERTIFIED WRAP" coverage is not purchased, 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 unless the **POST SALE CONTRACT** box is checked under **MANDATORY SURCHARGES** on the registration page of this **CONTRACT**.
6. Any **VEHICLE** older than 19 model years from the current model year.

## III. COVERAGE:

**A. XT-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**. XT-1 Coverage includes all of the following components:

1. **Engine (Gas or Diesel):** 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 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; water pump; fuel pump; vacuum pump; 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 (4x4):** 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; differential case is covered if damaged by the Failure of an internally lubricated moving part.
6. **Seals and Gaskets:** Seals and gaskets are covered for the above listed assemblies. (Seepage and/or sweating of seals or gaskets are not covered, unless causing engine or transmission to operate below standards.)

**B. XT-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**. XT-2 Coverage includes all components listed under XT-1 Coverage plus the following components:

1. **Steering (Manual or Power):** All internal parts in rack and pinion; all internal parts in recirculating ball housing; couplings; gear housing; power steering pump; steering main and intermediate shafts; power cylinder assembly; power steering cooler; control valve; Pitman arm; idler arm; tie rod ends; drag link/center link.
2. **Electrical:** Alternator; voltage regulator; starter motor, drive and solenoid; power seat motors; power window motors, regulators and drives; front wiper motor including circuit board, relay and delay switch; manually operated switches for power windows, power seat(s), turn signal switch, headlamps, wipers (front and rear), emergency warning flashers; horn button; power door lock actuators; trunk actuator and motor.
3. **Suspension:** Upper and lower control arms, control arm shafts and bushings; upper and lower ball joints; steering knuckles; stabilizer shaft, link and bushings; king pins and bushings; strut bar and bushings; spindles and spindle supports.
4. **Brakes:** Master cylinder; power assist booster and valve; wheel cylinders; calipers; combination valve; steel lines and fittings; backing plates; vacuum assist booster pump; springs, clips and retainers; self adjusters; rear activators; parking brake linkage and cables.
5. **Air Conditioning:** Compressor; internal assembly including pistons, rods, bearings, valves and shafts; clutch; coil and pulley; orifice tube; condenser; evaporator; manual switches.
6. **Cooling:** Radiator; fan clutch and fan; engine cooling fan motors; thermostat; heater core.
7. **Electronics:** Anti-detonation/knock sensor; ESC/EEC/ECM module; oxygen sensor; electronic module retard vacuum switch; electronic ignition module; fuel pump driver module; igniter; electronic digital instrument cluster; digital driver information display and module; instrument panel printed circuit board.
8. **Sport Utility:** Step bumpers and mounting brackets; power tailgate actuator and motor; power winch motor, its controller and wire harness; power winch roller; spare tire carrier, swing arm, pivots, latches and locks; factory installed running boards, power running board actuator and motor; swing out mirror arms, mounts, actuator and motor; pop-out or sliding side/rear window latches and hinges; convenience bed liner (not warpage); tailgate handle, lock, cables, hinges and latches; edge protectors; cargo lamp; tie downs; trailer hitch receiver, insert and plug receptacle; auxiliary fuel tank and its switch over valve. Note: Rust damage and Failures caused by rust are expressly excluded.
9. **Seals and Gaskets:** Seals and gaskets are covered for the above listed assemblies.

**C. XT-3 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**. XT-3 Coverage includes all components listed under XT-2 Coverage plus the following components:

1. **Enhanced Electrical:** Fuel gauge sending unit; heated back glass elements (glass is not covered); rear wiper motor; heater blower motor; horn; factory installed sun/moon roof motor and its wiring harness and switches; convertible top motor and switches; radio and CD player (factory or dealer installed with factory approved parts only); power antenna motor, mast and switches.
2. **Enhanced Electronics:** MAF/MAP sensor; EGR valve; DPFE valve; failure of remote keyless entry transmitter and receiver (loss is not covered); heated side view mirror element; cruise control servo, module and transducer; compass; speed sensor; thermometer.
3. **Enhanced Suspension:** Macpherson struts; shackle bushings and eye bushings; springs, torsion bars and bushings; stabilizer linkage and bushings; wheel bearings and seals; automatic leveling unit compressor, sensor and limiter valve.
4. **Enhanced Air Conditioning:** Expansion valve; dryer tank; accumulator; POA valve; hi/low pressure cut-off switch; ducts and outlet hoses; automatic temperature control programmer.

5. **4-Wheel Steering:** Control unit; actuator; mode selector; position sensor; rear tie rod assembly; rear gear assembly; cylinder barrel; center joint; pinion; power steering housing is covered if damaged by the Failure of an internal part.
6. **Anti-Lock Brakes (ABS):** Electronic control unit; anti-lock computer module; wheel speed sensors/exciters; proportioning valves; high pressure hydraulic pump; electro-hydraulic proportioning control valves; accumulator.
7. **Fuel Delivery:** Fuel injector metering pump; fuel injectors; fuel distributor; diesel injection pump; fuel tank; metal fuel lines.
8. **Interior/Exterior:** Glove box door and hinge; manually operated seat tracks; adjustable pedals; interior and exterior door handles; door hinges; map/courtesy light assembly; hood, trunk and hatch gas cylinders; hood, trunk and hatch hinges; bumper energy absorbers; speedometer head.
9. **Emissions:** Air fuel ratio sensor; Anti-knock sensor; Fuel sensor; Idle air control valve; Intake air temperature sensor; Intake manifold; Manifold air pressure (MAP) sensor; Mass air flow sensor; Oxygen sensor; Powertrain control module (PCM); Secondary air injection system; and Throttle body assembly (MFI).
10. **Seals and Gaskets:** Seals and gaskets are covered for the above listed assemblies.

**D. ULTIMATE XT 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**.

**E. ULTIMATE XT WRAP COVERAGE:** Includes all components and assemblies covered under ULTIMATE XT Coverage as defined in this **CONTRACT** except for those components and assemblies listed under XT-1 Coverage and those items listed under the "EXCLUSIONS" section of this **CONTRACT**.

**F. ULTIMATE XT CERTIFIED WRAP COVERAGE:** Includes all components and assemblies covered under ULTIMATE XT Coverage as defined in this **CONTRACT** except for those components and assemblies listed under XT-1 Coverage and those items listed under the "EXCLUSIONS" section of this **CONTRACT**.

**G. SURCHARGED AND OPTIONAL COVERAGE BENEFITS:**

1. **LUXURY ELECTRONICS PACKAGE:** If the Luxury Electronics Package option is selected on the registration page of this **CONTRACT**, or if ULTIMATE XT Coverage is selected, coverage for the following components is provided (**Factory or dealer installed with factory approved parts only**): GPS navigation system or other navigational/motorist assistance system; Bluetooth Control Unit, Steering Wheel Switches, Microphone; DVD Player; Front and Rear Monitor(s); internet access system; heads up display (HUD) projector, display module and control unit; audio system amplifier and graphic equalizer; Front, Rear and Side Camera(s); Driver Assist Sensors including Parking / Back-Up, Lane Assist, Collision Avoidance Sensors; Suspension Sensors; Throttle Position Sensor; Throttle Actuator; Seat Heater Element(s); Camshaft Position Sensor(s); Crankshaft Position Sensor; Knock Sensor; Engine Air Intake Temperature Sensor; Transmission and Transaxle Sensors; Transmission Control Unit; Vehicle Speed Sensor. The following parts are specifically excluded: antennae; cables and wiring and remote controls.
2. **COMMERCIAL USAGE:** If the Commercial Usage surcharge is selected on the registration page of this **CONTRACT**, coverage is allowed for **COMMERCIAL USE VEHICLES** as defined under Section I above.
3. **LIFTED BODY/SUSPENSION / OVERSIZED TIRES:** Lifted body/suspension of up to six (6) inches, lowered body/suspension of up to four (4) inches, and oversized tires of up to ten percent (10%) above OEM recommendations, or size 35 tires, whichever is less, are covered under this **CONTRACT** without a surcharge. If the Lifted Body/Suspension / Oversized Tires surcharge is selected on the registration page of this **CONTRACT**, coverage is provided for vehicles that have a lifted body/suspension over six (6) inches, to a maximum of twelve (12) inches and/or has tires over ten percent (10%) or size 35 tires, whichever is less, to a maximum of twenty percent (20%) above OEM recommendations or size 40 tires, whichever is less. Lowered body/suspension of over four (4) inches are not covered under this contract.
4. **SNOW PLOW VEHICLE:** If the Snow Plow Vehicle surcharge is selected on the registration page of this **CONTRACT**, coverage is allowed for **VEHICLES** used for plowing snow if the blade length does not exceed eight (8) feet. The plow itself and its assembly are excluded from coverage.
5. **CONSEQUENTIAL DAMAGE OPTION:** In the event a **Failure** occurs to a non-covered part under this **Contract** due to the **Failure** of a covered part, the non-covered part will be repaired (as an exception to Exclusion I. In the event a **Failure** occurs to a covered part under this **Contract** due to the **Failure** of a non-covered part, the covered part will be repaired (as an exception to Exclusion I.)
6. **RENTAL EXPENSE UPGRADE:** Increases RENTAL EXPENSE benefit to Sixty Dollars (\$60.00) for every eight (8) hours, or portion thereof, of applicable labor time required to complete the COVERED REPAIR up to a maximum of Three Hundred Sixty Dollars (\$360.00) per occurrence.
7. **MOBILITY EQUIPMENT PACKAGE:** Covers a **Mechanical Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage is limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. (**All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company.**)
8. **MODIFIED VEHICLE:** If the MODIFIED VEHICLE surcharge is selected on the registration page of this **CONTRACT**, coverage is provided for vehicles that have modifications that are not recommended by the **VEHICLE** manufacturer. The modifications covered by this surcharge are limited to performance/cold air intake modifications, enlarged throttle body/spacers, headers/exhaust modifications, high flow catalytic converter, high flow cat-back exhaust, performance chips/tuners, aftermarket forced induction systems (turbo/supercharger), aftermarket electronic ignition systems and aftermarket mufflers/pipes. The modifications allowed under this surcharge are limited to modifications that do not render **YOUR VEHICLE** illegal for on-road use. This surcharge allows for coverage on modified vehicles. It does not provide coverage for modified components unless those components are covered under the terms and conditions of this **CONTRACT**.

**H. COVERAGE BENEFITS:**

1. **RENTAL EXPENSE:** In the case of a **COVERED REPAIR**, **ADMINISTRATOR** will reimburse **CONTRACT HOLDER** for substitute transportation. Such reimbursement will be limited to Forty Dollars (\$40.00) for every eight (8) hours, or portion thereof, of applicable labor time required to complete the **COVERED REPAIR** (based on applicable national repair manual), up to a maximum of Two Hundred Dollars (\$200.00) per occurrence (except where prohibited by law).
2. **ADDITIONAL RENTAL EXPENSE:** Rental benefits will be increased up to five (5) additional days (\$40.00 per day maximum) in cases of covered major component (Engine, Transmission, Drive Axle) failure and/or parts delay for any **COVERED REPAIR** or **ADMINISTRATOR** requested **VEHICLE** inspection, provided additional authorization is obtained from **ADMINISTRATOR** (except where prohibited by law). In all cases, no rental expense reimbursement will be provided if the repair is not covered by this **CONTRACT**.
3. **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.
4. **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 XT-3 OR ULTIMATE XT 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 UNLESS THE COMMERCIAL USAGE SURCHARGE IS PURCHASED AND MARKED ON THE REGISTRATION PAGE OF THIS CONTRACT. ANY VEHICLE USED FOR 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"). THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR STEP VANS, CUBE VANS, BOX BODY, CAB AND CHASSIS OR OTHER INCOMPLETE VEHICLES UNLESS THEY ARE QUALIFIED FOR USE UNDER COMMERCIAL USE VEHICLES OUTLINED IN SECTION I ABOVE AND THE COMMERCIAL USE SURCHARGE IS PURCHASED AND MARKED ON THE APPLICATION PAGE OF THIS CONTRACT. THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR VEHICLES USED FOR SNOWPLOWING UNLESS THE SNOW PLOW VEHICLE SURCHARGE IS PURCHASED AND MARKED ON THE REGISTRATION PAGE OF THIS CONTRACT. NO COVERAGE IS PROVIDED FOR SNOWPLOW BLADES, COMPONENTS OR ASSEMBLIES.
- 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 XT 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 ANY ENGINE, TRANSMISSION, DRIVE AXLE(S), TRANSFER CASE OR TURBO/SUPERCHARGE COMPONENTS IF THE ULTIMATE XT WRAP OR THE ULTIMATE XT CERTIFIED WRAP COVERAGE CHECK BOX HAS BEEN MARKED ON THE APPLICATION PAGE OF THIS CONTRACT.
- T. THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR DIESEL ENGINES, TURBO/SUPERCHARGER COMPONENTS OR FOUR WHEEL DRIVE/ALL WHEEL DRIVE COMPONENTS INCLUDING TRANSFER CASE COMPONENTS UNLESS THE ADDITIONAL EQUIPMENT BOXES ARE MARKED ON THE ADMINISTRATOR'S COPY OF THE REGISTRATION PAGE OF THIS CONTRACT.
- U. 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. FAILURES FROM MODIFICATIONS ARE NOT EXCLUDED IF THE RESPECTIVE MODIFICATION IS ALLOWED UNDER THE MODIFIED VEHICLE SURCHARGE IN SECTION III, PARAGRAPH "G" OF THIS CONTRACT AND WAS PAID FOR AT THE TIME THIS CONTRACT WAS PURCHASED. LIFTED BODY/SUSPENSION OF UP TO SIX (6) INCHES, LOWERED BODY/SUSPENSION OF UP TO FOUR (4) INCHES AND/OR OVERSIZED TIRES OF UP TO 10% ABOVE OEM RECOMMENDATIONS OR SIZE 35 TIRES, WHICHEVER IS LESS, ARE NOT CONSIDERED MODIFICATIONS UNDER THIS CONTRACT. VEHICLES WITH LIFTED BODY/SUSPENSION OVER SIX (6) INCHES, TO A MAXIMUM OF TWELVE (12) INCHES AND/OR WITH TIRES OVER TEN PERCENT (10%) ABOVE OEM RECOMMENDATIONS OR SIZE 35 TIRES, WHICHEVER IS LESS, TO A MAXIMUM OF TWENTY PERCENT (20%) ABOVE OEM RECOMMENDATIONS OR SIZE 40 TIRES, WHICHEVER IS LESS, ARE COVERED UNDER THIS CONTRACT IS THE LIFTED/OVERSIZED TIRES SURCHARGE IS PURCHASED AND MARKED ON THE REGISTRATION PAGE OF THIS CONTRACT. VEHICLES WITH LOWERED BODY/SUSPENSION OF MORE THAN FOUR (4) INCHES ARE NOT COVERED UNDER THIS CONTRACT.

#### 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 except as specifically outlined in the CONSEQUENTIAL DAMAGE OPTION section of this CONTRACT, 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, **WE** 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.

1. 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;
2. Provide the Authorized Repair Facility with a copy of **YOUR CONTRACT**;
3. 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;
4. 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;
5. Provide complete cooperation in the investigation of any **MECHANICAL BREAKDOWN**;
6. Provide proof of maintenance upon request;
7. Permit inspection of the Approved **VEHICLE** by **US** BEFORE repairs are performed, if requested;
8. When **YOU** pick up **YOUR VEHICLE**, review the repair order with the service manager;
9. Pay the Deductible and any other non-covered expenses, if applicable;
10. 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;
11. **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.

- A. **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**.
- B. **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.
- C. **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.
- D. **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.
- E. **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

1. **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.
2. 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).
3. 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.
4. 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.
5. After the **ADMINISTRATOR** has been contacted, review with the Repair Facility components that will be covered by this **CONTRACT**.
6. The **ADMINISTRATOR** will reimburse the repair facility or **YOU** for the cost of authorized repairs performed on **YOUR VEHICLE**, less any applicable DEDUCTIBLE.
7. 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

For Post Sale **CONTRACTS**, thirty (30) days and 1,000 miles will be added to the term of **YOUR CONTRACT**.

**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

The waiting period in Georgia will not exceed 30 days and 1000 miles regardless of the term purchased. 30 days and 1000 miles will be added to the term of the contract at expiration.

**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 U** 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 price, 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 Locust Street, 4<sup>th</sup> 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 receive 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. A \$25.00 cancellation fee will be deducted from the refund. **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**. 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.

**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 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 \$50 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**

**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 four (4) 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.