



Xpanded Series
VEHICLE SERVICE CONTRACT

PREMIUM COVERAGE

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

Obligor for AZ:
Dealers Alliance Corporation
15920 Addison Road, Addison TX, 75001
1-800-282-8913

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

REGISTRATION

Vehicle Purchase Date, Contract Purchase Date, Contract Number, Contract Holder, Co-Buyer, Street Address, Home Telephone, City, State, Zip

SELLING DEALER INFORMATION

Dealer Name, Salesperson, City/State, Zip

VEHICLE INFORMATION

Vehicle Identification Number, Mileage, Manufacturer, Model, Model Year

MANDATORY SURCHARGES

Boxes Must Be Checked If VEHICLE Is Equipped With, Used For, or Meets The Following:

Hybrid/Electric Vehicle, Post-Sale Contract, Lifted Body/Suspension and/or Oversized Tires, Modified Vehicle, Commercial Usage, Snowplow Usage

OPTIONAL COVERAGE

Boxes Must Be Checked For Optional Coverage To Apply

Enhanced Seals & Gaskets

COVERAGE LEVEL (Check One)

PURCHASE PRICE OF VEHICLE (before taxes)

SERVICE CONTRACT PURCHASE PRICE

XP-1, XP-2, XP-3, XP-4, Ultimate XP

If no box is checked then XP-1 Coverage will apply.

Purchase price field

Service contract purchase price field

DEDUCTIBLE

TERM OF COVERAGE LEVEL (Check One)

\$100, \$250

If no box is checked then \$250 deductible will apply.

3 Months / 3,000 Miles, 6 Months / 6,000 Miles, 12 Months / 12,000 Miles, 18 Months / 18,000 Miles, 24 Months / 24,000 Miles, 30 Months / 30,000 Miles, 36 Months / 36,000 Miles, 48 Months / 48,000 Miles, 60 Months / 60,000 Miles

If no box is checked then 3 Months / 3,000 Miles will apply.

LIENHOLDER INFORMATION

Lienholder, Telephone, Address, City/State, Zip

SIGNATURE

CONTRACT HOLDER'S SIGNATURE, SELLING DEALER'S SIGNATURE, Date, I hereby certify that I have read and understand the terms and conditions of this CONTRACT...

VEHICLE SERVICE CONTRACT:

When this CONTRACT is properly filled out, filed and registered with ADMINISTRATOR, it becomes a CONTRACT. This CONTRACT is between the CONTRACT HOLDER and US. This CONTRACT protects the CONTRACT HOLDER in the event of a COVERED REPAIR for the VEHICLE.

TRACKING CODE: [] [] [] [] [] [] [] [] [] []

I. DEFINITIONS:

ADMINISTRATOR: ComerStone United, Inc., 1020 Main Ave. NW, Hickory, North Carolina 28601, 1-866-912-2770. In WI means Dealers Alliance Corporation, 15920 Addison Road, Addison TX, 75001, 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, UT, and WV means ComerStone United, Inc., 1020 Main Ave. NW, Hickory, North Carolina 28601, 1-866-912-2770; In AL, AZ, CT, IL, IA, LA, NM, OK (License # 44202930), OR, WA, WI and WY means Dealers Alliance Corporation, 15920 Addison Road, Addison TX, 75001, 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 for coverage under this **CONTRACT** only if the **COMMERCIAL USAGE** surcharge is purchased and marked on the registration page of this **CONTRACT**.

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

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

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

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

LIMITS OF LIABILITY: For each claim/repair visit, **OUR** liability will in no event exceed the lesser of actual cash value of the **VEHICLE** immediately prior to the failure or the original manufacturer's suggested retail price (MSRP) of the **VEHICLE**. The aggregate of all coverages and benefits payable under this **CONTRACT** will not exceed the lesser of the price the **CONTRACT HOLDER** paid for the **VEHICLE** or the original manufacturer's suggested retail price (MSRP) of 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**.

MECHANICAL BREAKDOWN or FAILURE: means the inability of any covered part(s) to perform the function(s) for which it was designed due to defects in material or workmanship of that covered part. **MECHANICAL BREAKDOWN** does not include the gradual reduction in operating performance due to normal wear and tear, unless the part has failed to perform its function.

POST-SALE CONTRACT: A used **VEHICLE** contract in which the **CONTRACT PURCHASE DATE** is after the **VEHICLE PURCHASE DATE**.

REPAIR COSTS: The usual and fair charges for replacement parts (of like kind and quality) and labor time, based on a nationally published labor guide, needed to perform repairs covered by this **CONTRACT**. Replacement parts may be new, remanufactured or of like kind and quality.

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

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 **CONTRACT PURCHASE DATE**. The **TERM OF COVERAGE** miles are added to the odometer miles on the **VEHICLE** on the **CONTRACT PURCHASE DATE**. This **CONTRACT** expires when the **TERM OF COVERAGE** months or miles are reached, whichever occurs first.

VEHICLE: The **VEHICLE** described on the registration page of this **CONTRACT**.

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

II. COVERAGE:

A. XP-1 COVERAGE (1 – 4): Coverage is provided for the following listed components subject to the exclusions listed in section III. **EXCLUSIONS** of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed below are not covered under this **CONTRACT**. XP-1 Coverage includes all of the following components:

- Engine (Gas or Diesel):** All internally lubricated engine parts including: pistons, piston rings, piston pins, crankshaft, main bearings, thrust bearings/shims, connecting rods, connecting rod bearings, camshaft, camshaft bearings, balance shaft, balance shaft 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, replaceable valve guides, push rods, rocker arms, rocker arm shafts, cam followers, lash adjusters, lifters, oil pump, oil pump housing, oil pump pressure relief valve and spring; water pump; harmonic balancer; crankshaft pulley; flexplate; valve covers; timing gear cover; oil pan; oil dipstick; engine block and heads are covered if damaged by the failure of an internally lubricated moving part. **DIESEL:** diesel injection pump, injectors and vacuum pump. **ROTARY:** rotary chamber, rotor and main bearings. **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).
- Turbo/Supercharger:** All internally lubricated parts including bearings, turbine and turbine shaft; housing is covered if damaged by the failure of an internally lubricated moving part.
- Transmission: AUTOMATIC** - all internal parts; torque converter; front pump; planetary gear set; direct clutch; forward clutch; low and reverse clutch; clutch apply piston; internal sealing rings; input and output shafts; roller clutches; bands; check balls; band apply servo; drums; center support; governor assembly; vacuum modulator; valve body; stator and stator shaft; bushings; pressure regulator valve and bearings; pans and cases are covered if damaged by the failure of an internally lubricated moving part. **HYBRID** - transaxle assembly; transmission damper assembly, case and all internal parts; transaxle mounts. **MANUAL** - internal gears; shafts; bearings; bushings; input and output shafts; counter shaft; synchronizers and sleeves; detent balls; thrust washers; shift forks; levers; collars and springs.
- Seals and Gaskets:** Seals and gaskets are **ONLY** covered as required in the repair or replacement of a listed component above.

B. XP-2 COVERAGE (1 – 9): Coverage is provided for the following listed components subject to the exclusions listed in section III. **EXCLUSIONS** of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed below are not covered under this **CONTRACT**. XP-2 Coverage includes all components listed under XP-1 Coverage plus the following components:

- Transfer Unit (4x4):** All internal parts; internal gears; shafts; bearings; bushings; input and output shafts; counter shaft; synchronizers and sleeves; springs and viscous couplings. Transfer case is covered if damaged by the failure of an internally lubricated moving part.
- Drive Axle(s):** All internal parts; axle shafts; axle bearings; drive shafts; "U" joints; CV joints; tripod joints; ring and pinion gears; carrier assembly; bearings and shims; center support bearings; locking hubs; 4-wheel drive actuator. Differential case is covered if damaged by the failure of an internally lubricated moving part.
- Steering (Manual or Power):** Power steering pump; all internal parts in rack and pinion; steering gearbox.
- Electrical:** Alternator; voltage regulator; starter motor, drive and solenoid; turn signal switch and stop lamp switch.
- Seals and Gaskets:** Seals and gaskets are **ONLY** covered as required in the repair or replacement of a listed component above.

C. XP-3 COVERAGE (1 – 17): Coverage is provided for the following listed components subject to the exclusions listed in section III. **EXCLUSIONS** of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed below are not covered under this **CONTRACT**. XP-3 Coverage includes all components listed under XP-1 and XP-2 Coverage plus the following components:

- XP-3 Engine:** Intake manifold(s); exhaust manifold(s); air filter housing; vacuum pump.
- XP-3 Steering (Manual or Power):** Couplings; steering main and intermediate shafts; power cylinder assembly; power steering cooler; control valve; pitman arm; idler arm; tie rod ends; drag link/center link.
- XP-3 Electrical:** Engine Control Module (ECM); power seat motors; power seat switch; power window motor; power door lock actuators; power door lock switches; windshield washer pump and switch; distributor; horn(s) and horn button; cruise control engagement switch; power mirror switch.
- Suspension:** Upper and lower control arms; control arm shafts and bushings; upper and lower ball joints; steering knuckles; stabilizer shaft, link and bushings; kingpins and kingpin bushings/bearings.
- Brakes:** Master cylinder; wheel cylinders; disc brake calipers; metal hydraulic lines and fittings; vacuum assist booster; proportioning valve.
- Air Conditioning:** Compressor; clutch; coil and pulley; condenser; evaporator. Accumulator/drier and orifice tubes are only covered in connection with replacement of an above listed component AND only if they have failed.
- Cooling:** Fan clutch and fan; electric fan motors; heater control valve.
- Fuel Delivery:** Electric and mechanical fuel pumps; fuel pressure regulator; fuel pump driver module; fuel tank sending unit; fuel tank; metal fuel lines.
- Seals and Gaskets:** Seals and gaskets are **ONLY** covered as required in the repair or replacement of a listed component above.

D. XP-4 COVERAGE (1 – 30): Coverage is provided for the following listed components subject to the exclusions listed in section III. **EXCLUSIONS** of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed below are not covered under this **CONTRACT**. XP-4 Coverage includes all components listed under XP-1, XP-2 and XP-3 Coverage plus the following components:

- XP-4 Electrical:** Power window regulators and drives; front wiper motor including circuit board, relay and delay switch; manually operated switches for power windows, power seat(s), headlamps, wipers (front and rear), emergency warning flashers; trunk actuator and motor; hybrid power inverter assembly; hybrid system stator and rotor; hybrid system control units and sensors; 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.
- XP-4 Suspension:** Strut bar and bushings; spindles and spindle supports; 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.
- XP-4 Brakes:** Power assist booster and valve; combination valve; backing plates; springs, clips and retainers; self-adjusters; rear activators; parking brake linkage and cables.
- XP-4 Air Conditioning:** Manual switches; expansion valve; dryer tank; accumulator; POA valve; H block; hi/low pressure cut-off switch; ducts and outlet hoses; automatic temperature control unit.
- XP-4 Cooling:** Radiator; thermostat; heater core; hybrid cooling system blower motor and pumps.
- XP-4 Fuel Delivery:** Fuel pressure regulator; fuel injectors; fuel distributor; diesel injection pump.
- Electronics:** Anti-detonation/knock sensor; Electronic Spark Control (ESC) module, Electronic Engine Control (EEC) module; oxygen sensor; electronic module retard vacuum switch; electronic ignition module; igniter; electronic digital instrument cluster; digital driver information display and module; instrument panel printed circuit board; 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.

26. **Sport Utility:** Bumper step motor and mounting brackets; power tailgate actuator and motor; power winch motor, controller, wire harness and roller; spare tire carrier, swing arm, pivots, latches and locks; 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; tailgate handle, lock, cables, hinges and latches; edge protectors; cargo lamp; tie downs; trailer hitch receiver, insert and plug receptacle; auxiliary fuel tank and switch over valve.
27. **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.
28. **Anti-Lock Brakes (ABS):** Electronic control unit; anti-lock computer module; wheel speed sensors/exciters; proportioning valves; high pressure hydraulic pump; ABS modulator assembly; accumulator.
29. **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; speedometer head.
30. **Emissions:** Air fuel ratio sensor; knock sensor; fuel pressure sensor; idle air control valve; intake air temperature sensor; Manifold Air Pressure (MAP) sensor; Mass Air Flow (MAF) sensor; oxygen sensor; Exhaust Gas Recirculation (EGR) valve; Delta Pressure Feedback EGR (DPFE) sensor; Powertrain Control Module (PCM); thermostatically controlled air intake; secondary air injection system; and throttle body assembly.
31. **Seals and Gaskets:** Seals and gaskets are **ONLY** covered as required in the repair or replacement of a listed component above.

E. ULTIMATE XP 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 in section **III. EXCLUSIONS** of this **CONTRACT**.

F. MANDATORY SURCHARGES:

1. **COMMERCIAL USAGE:** Coverage for **COMMERCIAL USE VEHICLES** is only available if the **COMMERCIAL USAGE** surcharge is selected under the **MANDATORY SURCHARGES** section of the registration page of this **CONTRACT**. Emergency Roadside Assistance Benefits are not available on **COMMERCIAL USE VEHICLES**.
2. **HYBRID/ELECTRIC VEHICLES:** Coverage for **HYBRID/ELECTRIC VEHICLES** is only available if the **HYBRID/ELECTRIC VEHICLE** surcharge is selected under the **MANDATORY SURCHARGES** section of the registration page of this **CONTRACT**.
3. **LIFTED BODY/SUSPENSION AND/OR OVERSIZED TIRES:** Coverage for **LIFTED BODY/SUSPENSION AND/OR OVERSIZED TIRES** is only available if the **LIFTED BODY/SUSPENSION AND/OR OVERSIZED TIRES** surcharge is selected under the **MANDATORY SURCHARGES** section of 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 35 inches in diameter, to a maximum of 40 inches in diameter. Lifted body/suspension of up to six (6) inches, lowered body/suspension of up to four (4) inches, and oversized tires up to 35 inches in diameter are covered under this **CONTRACT** without a surcharge. Lowered body/suspension of over four (4) inches are not covered under this **CONTRACT**.
4. **MODIFIED VEHICLE:** Coverage for **MODIFIED VEHICLES** is only available if the **MODIFIED VEHICLE** surcharge is selected under the **MANDATORY SURCHARGES** section of the registration page of this **CONTRACT**. Coverage is provided for vehicles that have certain 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. It does not provide coverage for modified components unless those components are covered under the terms and conditions of this **CONTRACT**.
5. **POST-SALE CONTRACT:** Coverage for used **VEHICLES** is only available at the time of delivery, unless the **POST-SALE CONTRACT** surcharge is selected under the **MANDATORY SURCHARGES** section of the registration page of this **CONTRACT**. For **POST-SALE CONTRACTS**, claims will not be considered during the first thirty (30) days and one thousand (1,000) miles from the **CONTRACT PURCHASE DATE**.
6. **SNOWPLOW USAGE:** Coverage for **VEHICLES** used for plowing snow is only available if the **SNOWPLOW** surcharge is selected under the **MANDATORY SURCHARGES** section of 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.

G. OPTIONAL COVERAGES:

1. **ENHANCED SEALS & GASKETS (Included with Ultimate XP Coverage):** If the Enhanced Seals & Gaskets option is selected on the registration page of this **CONTRACT**, seals and gaskets for all covered components are covered independently or in conjunction with a **COVERED REPAIR**. (Seepage and/or sweating of seals or gaskets are not covered, unless causing engine or transmission to operate below standards.)

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 thirty dollars (\$30.00) for every eight (8) hours, or portion thereof, of applicable labor time required to complete the **COVERED REPAIR** (based on nationally published labor guides), up to a maximum of one hundred fifty dollars (\$150.00) per occurrence (except where prohibited by law).
2. **TRIP INTERRUPTION EXPENSES:** **ADMINISTRATOR** will reimburse **CONTRACT HOLDER** up to seventy-five dollars (\$75.00) 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
 - b. **CONTRACT HOLDER** is more than one hundred (100) miles from home; and
 - c. 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.
3. **ROADSIDE ASSISTANCE: Emergency Roadside Assistance** is available 24 hours a day, every day of the year throughout the United States and Canada. **YOUR** coverage begins on the **CONTRACT PURCHASE DATE** and terminates on either the expiration date shown or at the expiration of **YOUR CONTRACT**, unless cancelled. **YOU** will only have to pay for any non-covered roadside assistance expenses or covered costs in excess of **YOUR** fifty dollars (\$50) per occurrence maximum, as outlined below. 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 **CONTRACT**. Emergency Roadside Assistance Benefits are not available on **COMMERCIAL USE VEHICLES**.

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 and Canada.

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 \$50 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 \$50 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.

III. EXCLUSIONS

- A. This CONTRACT does not cover freight charges, shipping charges, core charges, storage charges, environmental fees, waste fees, shop supplies and hazardous waste removal.
- B. This CONTRACT does not cover manual/hydraulic clutch assembly; clutch throw out bearing; friction clutch disc and pressure plate; any refitting, repositioning or realigning of hoses and rubber parts; spark/glow plugs and ignition wires; distributor cap and rotor; fuses; filters; consumables; air bag/supplemental restraint systems; seat belts and buckles; battery and cable; light bulbs/headlights; shocks; weather stripping; brake rotors/drums; brake pads, linings and shoes; lubricant seepage; exhaust system (except manifold) and emission systems (except as listed above); catalytic converter; Diesel Particulate Filter (DPF); Diesel Exhaust Fluid system components; Evaporative (EVAP) emissions control components; Positive Crankcase Ventilation (PCV) system; carburetor; constant velocity joint boots; wiper blades and windshield wiper arms; cable, satellite, and telephone wiring; bolts and fasteners (except as required with a COVERED REPAIR); timing belt/chain (when not serviced according to manufacturer's recommendations).
- C. This CONTRACT does not cover chrome; bright metal; paint; carpeting and all other floor coverings; trim; moldings; lenses; body parts; bumpers; canvas, vinyl or fabric; all fabric and wood panels; fiberglass top; tires/wheels/rims; hubcaps; knobs/dials/buttons; handles; glass; glass framework and fastening adhesives; outside ornamentation; cosmetic damage to any material including but not limited to discoloration, fading, peeling or cracking.
- D. This CONTRACT does not cover routine maintenance including but not limited to suspension alignments, wheel balances, engine tune-ups, *lubricants**, *fluids**, *air conditioning refrigerant**, *hoses*and belts** (*except as required with a covered repair*); service adjustments and cleaning; body adjustments and cleaning; cosmetic adjustment or replacement.
- E. This CONTRACT does not cover normal worn parts, adjustments, or to damage caused by:
1. neglect, 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.
- 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; any repairs caused by product vibration or loose fasteners.
- G. This CONTRACT does not cover loss or damage caused by accident, collision, roll-over, riots, fire, theft, vandalism, explosion, lightning, earthquake, windstorms, hail, volcano eruption, water or flood, misuse, abuse, civil disorder, act of war, nuclear incidents, or other acts of nature.
- H. This CONTRACT does not cover any decrease in market value of the VEHICLE as a result of a MECHANICAL BREAKDOWN.
- I. 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.
- J. This CONTRACT does not cover any incidental or consequential damages including damage to a non-covered part or a covered part or any covered part which is not broken down but which an authorized repair facility recommends or requires be repaired, replaced, or where government/industry regulations disallow use of said part(s).
- K. This CONTRACT does not cover any internal or external damage due to freezing, rust, corrosion, electrolysis, salt or any other environmental conditions or inadequate or improper storage/lay-up.
- L. **THIS CONTRACT DOES NOT COVER ANY MECHANICAL FAILURE THAT EXISTS AT THE TIME OF THE RETAIL SALE OF THIS CONTRACT.**
- M. This CONTRACT does not cover any loss resulting from inadequate amounts of coolant, lubricant or fluids or damages resulting from overheating or freezing.
- N. This CONTRACT does not cover any loss caused by improper or contaminated fuels or other fluids.
- O. 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.
- P. 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.
- Q. This CONTRACT does not cover 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 certain modifications are not excluded if the respective modification is allowed under the MODIFIED VEHICLE surcharge in section II, paragraph "F" 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 up to 35 inches in diameter 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 35 inches in diameter, to a maximum of 40 inches in diameter are covered under this CONTRACT if 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.
- R. This CONTRACT does not cover any equipment that was not installed by the original vehicle manufacturer, except those allowed modifications of covered components as outlined in Section F. Mandatory Surcharges for MODIFIED VEHICLES. Equipment not covered includes but is not limited to aftermarket liftgates, customized beds, or truck mounted mechanical equipment used for commercial applications.
- S. This CONTRACT will be cancelled if the odometer has ceased to operate and has not been repaired immediately. This CONTRACT will be cancelled if the odometer has been altered by YOU or if an accurate odometer reading cannot be determined.
- T. This CONTRACT does not cover COMMERCIAL USE VEHICLES unless the commercial usage surcharge is purchased and marked on the registration page of this CONTRACT.
- U. This CONTRACT does not cover any VEHICLE used for emergency purposes or used for competitive driving, racing or contest of speed or is principally for off-road use.
- V. This CONTRACT does not cover VEHICLES used for snowplowing unless the snowplow VEHICLE surcharge is purchased and marked on the registration page of this contract. No coverage is provided for snowplow blades, components or assemblies.
- W. This CONTRACT does not cover any VEHICLE not using publicly maintained roads.
- X. This CONTRACT does not cover any VEHICLE on which the original warranty has ever been voided by the manufacturer.
- Y. This CONTRACT does not cover any VEHICLE that has been deemed a total loss.
- Z. This CONTRACT does not cover any used VEHICLE if the date YOU purchased the CONTRACT and date YOU purchased YOUR VEHICLE are different unless the POST-SALE CONTRACT box is check under mandatory surcharges on the registration page of this CONTRACT.

IV. 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 oral misrepresentation, or incidental or consequential damages 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. **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.
- D. **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.
- E. **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.
- F. **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.
- G. **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.
- H. **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:
1. Consignment sales;
 2. Dealers; or
 3. Rental agencies.
- 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. **ARBITRATION:** Any controversy or claim arising out of or relating in any way to this CONTRACT or the sale thereof, including for recovery of any claim under this CONTRACT, shall be settled by arbitration in the City of Hickory, North Carolina, in accordance with the then-governing rules of the American Arbitration Association. Each party shall select an arbitrator and pay for their respective arbitrator. Both parties shall mutually agree on a third arbitrator and share equally in the cost. Any decision made by the arbitration panel shall be final and not subject to appeal. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction. This agreement to arbitrate will survive the termination of this CONTRACT. If this CONTRACT is found to be not subject to arbitration, any controversy or claim arising out of or relating in any way to this CONTRACT or the sale thereof, including for recovery of any claim under this CONTRACT, shall be disputed solely in any state or federal court located in Catawba County, North Carolina. CONTRACT HOLDER and ADMINISTRATOR hereby submit to the exclusive jurisdiction and venue of any such court. CONTRACT HOLDER AND ADMINISTRATOR FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS CONTRACT.
- K. **INSURANCE:** The ADMINISTRATOR's obligations under this CONTRACT are insured under an Insurance Policy issued by Dealers Assurance Company, 15920 Addison Road, Addison TX, 75001. 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.

V. 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) administrative fee, 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**. **WE** may cancel this **CONTRACT** for non-payment of the **CONTRACT**, for misrepresentation in the submission of a claim, for a material misrepresentation or fraud at the time of sale of the **CONTRACT**, if the odometer has ceased to operate and has not been repaired immediately, if the odometer has been altered, tampered with or disabled, or if an accurate odometer reading cannot be determined. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check. If the **VEHICLE** and/or this **CONTRACT** have been financed, the Lienholder shown on the **REGISTRATION PAGE** may cancel this **CONTRACT** for non-payment, 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 entitle 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.

VI. YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM

- A. **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 **YOU** fail to follow published scheduled maintenance requirements, **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.**
- B. To receive full benefits of this **CONTRACT**, the **CONTRACT HOLDER** must, at their expense, have the **VEHICLE** maintained and serviced as required in section A. above. 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.
- C. 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**. **YOU** are responsible for making sure all warning lights and gauges 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.
- D. **WHAT TO DO IN THE EVENT OF A FAILURE AND HOW TO MAKE A CLAIM:**
- YOU** should use all reasonable means and precautions to protect **YOUR VEHICLE** from further damage. This may require that **YOU** stop the **VEHICLE**, turn off the engine and have it towed. This **CONTRACT** will not cover damage caused by not securing a timely repair of the failed component;
 - Return the **VEHICLE** to the **SELLING DEALER** or repair facility of **YOUR** choice in the United States or Canada during normal service department hours. If the **MECHANICAL BREAKDOWN** is not covered by this **CONTRACT**, the costs incurred for disassembly and/or diagnostic work are **YOUR** responsibility and expense;
 - Provide the repair facility with a copy of **YOUR CONTRACT**;
 - 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. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval;
 - Provide complete cooperation in the investigation of any **MECHANICAL BREAKDOWN**;
 - 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;
 - Provide proof of maintenance upon request;
 - After the **ADMINISTRATOR** has been contacted, review with the repair facility components that will be covered by this **CONTRACT**;
 - When **YOU** pick up **YOUR VEHICLE**, review the repair order with the service manager;
 - Pay the **DEDUCTIBLE** and any other non-covered expenses, if applicable;
 - YOU** or the 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;
 - The **ADMINISTRATOR** will reimburse the repair facility or **YOU** after receipt of the repair order, in accordance with the provisions of the **CONTRACT**, for authorized **REPAIR COSTS** performed on **YOUR VEHICLE**, less any applicable **DEDUCTIBLE**;
 - 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. 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.

VII. 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. **YOU** will do nothing to harm those rights. If **YOU** have a right to recover against another party, **YOUR** rights become **OUR** rights. **YOU** will do whatever is necessary to enable **US** to enforce these rights. If **WE** pay for repairs under this **CONTRACT** and **YOU** are also repaid for the same repairs by someone else, **YOUR** payment will become **OUR** property up to the amount that **WE** paid for the repairs.

VIII. REPAIR FACILITY GUIDELINES FOR HANDLING CLAIMS

Follow these steps when handling a claim:

- 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**.
- Have **CONTRACT HOLDER** authorize inspection/tear down of the **VEHICLE** to determine cause of failure and 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**.
- Determine the cause of failure, correction required and cost of the repair(s).
- 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:
 - Customer's Name and **CONTRACT** Number.
 - Cause of failure and recommended correction.
 - Cost of repair(s).
- A Claims Advisor will verify coverage and do one of the following:
 - 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.
 - 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. 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.
 - Deny the claim and provide the reason for the denial.
- 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.
- Obtain **CONTRACT HOLDER's** authorization to complete repairs. All repair orders must have customer's signature to qualify for payment.
- Submit the repair order(s) that must include the **CONTRACT** number, authorization number and authorized amount to the **ADMINISTRATOR** within thirty (45) 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.

ARBITRATION is amended as follows: Arbitration shall be held in the county in which **YOU** live and in the state of Alabama.

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**.

YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM – 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 L "This **CONTRACT** does not cover any **MECHANICAL FAILURE** that exists at the time of the retail sale of this **CONTRACT**" is deleted in its entirety. Refer to **CONTRACT** Section VI. "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. Cancellation fee is replaced with administrative fee. The administrative fee shall not exceed the lesser of \$50.00 or 10% of the gross **CONTRACT** cost paid.

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, **YOU** may contact the Arizona Department of Insurance at 100 N. 15th Avenue, Suite 102, Phoenix, AZ 85007-2624, ATTN: Consumer Affairs.

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, 15920 Addison Road, Addison TX, 75001, 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, 15920 Addison Road, Addison TX, 75001. 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** or 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, 15920 Addison Road, Addison TX, 75001, 1-800-282-8913.

CANCELLATION is 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. 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 1,000 miles regardless of the term purchased. For **POST-SALE CONTRACTS**, thirty (30) days and 1,000 miles will be added to the term of **YOUR CONTRACT**.

EXCLUSION L "This **CONTRACT** does not cover any mechanical failure that exists at the time of the retail sale of the vehicle and this contract" is deleted in its entirety.

EXCLUSION Q is deleted in its entirety and replaced with: While owned by you, damage to covered components due to the alteration, modification (including lifted or lowered body/suspension and oversized tires) or use of your vehicle not recommended by the manufacturer, including the use of "non-stock" or modified parts. Failures from modifications (including lifted or lowered body/suspension limited to six (6) inch lifted or three (3) inch lowered body and/or suspension and oversized tires limited to six (6) sizes larger than the original equipment manufacturer specifications or size 35 tires, whichever is less) are not excluded if a surcharge for the respective modification was available and paid at the time this contract was sold.

EXCLUSION S 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.

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**, **YOU** will receive 90% of the unearned pro-rata **CONTRACT** Price. Any refund will be forwarded to the **SELLING DEALER**. 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 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 PURCHASE 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, 15920 Addison Road, Addison TX, 75001, 1-800-282-8913.

The Arbitration Provision section of this **CONTRACT** is deleted in its entirety.

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** purchase price paid, 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** a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this **CONTRACT** to **US**. All refunds will be paid by the **SELLING DEALER** to the Lienholder if any, otherwise to **YOU**. If **YOU** have any questions regarding this **CONTRACT**, **YOU** may contact the **ADMINISTRATOR** by mail or by phone. Iowa residents may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, Two Ruan Center, 601 Locus Street, 4th Floor, Des Moines, IA 50309-3738, 515-281-5705.

Within the "CANCELLATION" 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 L "This **CONTRACT** does not cover any mechanical failure that exists at the time of the retail sale of the vehicle and this **CONTRACT**" 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 O 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."

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**.

The Arbitration Provision section of this **CONTRACT** is deleted in its entirety.

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

This **CONTRACT** shall not be voided by **US** unless **YOU** have committed fraud or material misrepresentation in obtaining this **CONTRACT** or in presenting a claim for service thereunder.

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. No applicable administrative fee if **WE** cancel this **CONTRACT**.

If **YOU** have any concerns regarding the handling of **YOUR** claim, **YOU** may contact the Nevada Insurance Commissioner toll-free at (888) 872-3234.

GENERAL PROVISIONS – item H, **TRANSFERS** is amended as follows: **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 twenty-five dollars (\$25.00) 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:

1. Consignment sales;
2. Dealers; or
3. Rental agencies.

For "Post-Sale Contracts", claims will not be considered during the first thirty (30) days and one thousand (1,000) miles 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, 15920 Addison Road, Addison TX, 75001, 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.

The Arbitration Provision section of this **CONTRACT** is deleted in its entirety.

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 **YOU** 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 **YOU** 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 PURCHASE 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**.

If **WE** or the **ADMINISTRATOR** cancel this **CONTRACT**, **WE** will mail **YOU** written notice at least fifteen (15) days prior to the effective date of cancellation.

INSURANCE – is amended to include: This **SERVICE CONTRACT** is insured by Dealers Assurance Company. If the **SERVICE 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 15920 Addison Road, Addison TX, 75001, 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** 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 **YOU** 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 **YOU** of the provider fee; a material misrepresentation by **YOU** to the provider; or substantial breach of duties **YOU** relating to the covered product or its use.

NORTH CAROLINA

CANCELLATION - is amended to include: The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 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.

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

OREGON

DEFINITIONS is amended to include: **OBLIGOR**: Dealers Alliance Corporation, 15920 Addison Road, Addison TX, 75001, 1-800-282-8913.

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

ARBITRATION is deleted and replaced with the following: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **CONTRACT HOLDER**. Arbitration will take place under the laws of the State of Oregon and will be held in the **CONTRACT HOLDER's** county of residence or any other county in this state agreed to by both parties.

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, 15920 Addison Road, Addison TX, 75001, 1-800-282-8913.

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.

EXCLUSION S is deleted of its entirety and replaced with the following: **This CONTRACT will be cancelled 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.**

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 **REGISTRATION 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 registration 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 following reasons by sending **YOU** notice of cancellation and the reason for cancellation, via first class mail, to **YOUR** last known address: 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. The cancellation for the foregoing reasons, except cancellation for nonpayment of premium, is effective 30 days after mailing of a written notice to **YOU**. Cancellation for nonpayment of premium will be effective 10 days after mailing of notice.

The Arbitration Provision section of this **CONTRACT** is deleted in its entirety.

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 **REGISTRATION 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, 15920 Addison Road, Addison TX, 75001. **YOU** may file a claim directly with the insurance company at any time.

The Commissioner is the **CONTRACT** provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington is the jurisdiction for any civil action in connection with this **CONTRACT**.

ARBITRATION is amended as follows: Arbitration proceedings shall be held at a location in closest proximity to the **CONTRACT HOLDER's** permanent residence.

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 five (5) on this **CONTRACT**. The "CANCELLATION" section on page eight (8) 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 page 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 an 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. The Arbitration Provision section of this **CONTRACT** is deleted in its entirety.

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.