

I. DEFINITIONS:

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

WE, US and OUR:

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

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

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

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

LIMITS OF LIABILITY: The maximum amount this **CONTRACT** will pay for a **COVERED REPAIR**.

- A. For each claim/repair visit, **OUR** liability will in no event exceed the actual cash value of the **VEHICLE** immediately prior to the failure.
- B. The maximum amount that will be paid is three thousand five hundred dollars (\$3,500) for an "Engine" repair, one thousand dollars (\$1,000) for a "Turbo/Supercharger" repair, two thousand five hundred dollars (\$2,500) for a "Transmission" repair, one thousand five hundred dollars (\$1,500) for a "Transfer Unit (4X4)" repair; if X-2 Coverage or the "Drive Axle Coverage" option is purchased, one thousand five hundred dollars (\$1,500) for a "Drive Axle" repair; if X-2 Coverage or the "Cooling Coverage" option is purchased, one thousand dollars (\$1,000) for a "Cooling" repair; if X-2 Coverage or the "Fuel Delivery Coverage" option is purchased, one thousand dollars (\$1,000) for a "Fuel Delivery" repair; if X-3 Coverage or the "Steering Coverage" option is purchased, one thousand five hundred dollars (\$1,500) for a "Steering" repair; if X-3 Coverage or the "Suspension Coverage" option is purchased, one thousand five hundred dollars (\$1,500) for a "Suspension" repair; if X-4 Coverage or the "Air Conditioner Coverage" option is purchased, one thousand dollars (\$1,000) for an "Air Conditioner" repair; if X-4 Coverage or the "Electrical Coverage" option is purchased, one thousand five hundred dollars (\$1,500) for "Electrical" repair; and if X-4 Coverage or the "Brake Coverage" option is purchased, one thousand dollars (\$1,000) for a "Brake" repair.
- C. The aggregate of all coverage's and benefits payable under this **CONTRACT** will not exceed the lesser of the price the **CONTRACT HOLDER** paid for the **VEHICLE** or
 - a. If the **Term of Coverage** is three (3) months, one thousand dollars (\$1,000); or
 - b. If the **Term of Coverage** is three (3) months AND the "Enhance Limits of Liability" option is purchased, two thousand dollars (\$2,000); or
 - c. If the **Term of Coverage** is six (6) months, two thousand dollars (\$2,000); or
 - d. If the **Term of Coverage** is six (6) months AND the "Enhance Limits of Liability" option is purchased, three thousand five hundred dollars (\$3,500).
- D. If parts are not available and the **VEHICLE** cannot be repaired, a pro-rated portion of the **CONTRACT** charge will be returned to the **CONTRACT HOLDER**.
- E. If the "Enhanced Limits of Liability" option is purchased, the aggregate amount that will be paid is five thousand dollars (\$5,000) for an "Engine" repair, one thousand five hundred dollars (\$1,500) for a "Turbo/Supercharger" repair, three thousand five hundred dollars (\$3,500) for a "Transmission" repair, two thousand five hundred dollars (\$2,500) for a "Transfer Unit (4X4)" repair; if X-2 Coverage or the "Drive Axle Coverage" option is purchased, two thousand five hundred dollars (\$2,500) for a "Drive Axle" repair; if X-2 Coverage or the "Cooling Coverage" option is purchased, one thousand five hundred dollars (\$1,500) for a "Cooling" repair; if X-2 Coverage or the "Fuel Delivery Coverage" option is purchased, one thousand five hundred dollars (\$1,500) for a "Fuel Delivery" repair; if X-3 Coverage or the "Steering Coverage" option is purchased, two thousand five hundred dollars (\$2,500) for a "Steering" repair; if X-3 Coverage or the "Suspension Coverage" option is purchased, two thousand five hundred dollars (\$2,500) for a "Suspension" repair; if X-4 Coverage or "Drive Axle Coverage" is purchased, two thousand five hundred dollars (\$2,500) for a "Drive Axle" repair; if X-4 Coverage or the "Air Conditioner Coverage" option is purchased, one thousand five hundred dollars (\$1,500) for an "Air Conditioner" repair; if X-4 Coverage or the "Electrical Coverage" option is purchased, two thousand five hundred dollars (\$2,500) for "Electrical" repair; and if X-4 Coverage or the "Brake Coverage" option is purchased, one thousand five hundred dollars (\$1,500) for a "Brake" repair.

All claims for the same component group that are reported within ninety (90) days of the original failure date will be considered a single claim for Limits of Liability purposes.

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

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

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

TERM OF COVERAGE: The time in months and/or miles **VEHICLE** is covered under this **CONTRACT** as listed under **TERM OF COVERAGE** on the application page of this **CONTRACT**. The **TERM OF COVERAGE** begins after the **WAITING PERIOD** for this contract. The **CONTRACT** length of the **TERM OF COVERAGE** in months begins after the **WAITING PERIOD** listed below. The **TERM OF COVERAGE** miles are added to the odometer miles on the **VEHICLE** on the sale of this **CONTRACT** date plus the **WAITING PERIOD** miles listed below. This **CONTRACT** expires when the **TERM OF COVERAGE** months or miles are reached, whichever occurs first.

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

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

WAITING PERIOD: The period of time, calculated from the **VEHICLE PURCHASE DATE** or **CONTRACT PURCHASE DATE** of this **CONTRACT**, whichever is later, **AND** miles, calculated from the odometer miles on **YOUR VEHICLE** on the **VEHICLE PURCHASE DATE** or **CONTRACT PURCHASE DATE** of this **CONTRACT**, whichever is later, that proceeds the **TERM OF COVERAGE** before a **MECHANICAL BREAKDOWN** would be considered a **COVERED REPAIR**.

1. For twelve (12) month / 12,000 mile terms the **WAITING PERIOD** is thirty (30) days AND one thousand (1,000) miles.
2. For twenty-four (24) month / 24,000 mile terms the **WAITING PERIOD** is sixty (60) days AND one thousand (1,000) miles.
3. For thirty-six (36) month / 36,000 mile terms the **WAITING PERIOD** is sixty (60) days AND one thousand (1,000) miles.
4. For thirty-six (36) month / 100,000 mile terms the **WAITING PERIOD** is ninety (90) days AND one thousand (1,000) miles.
5. For sixty (60) month / 100,000 mile terms the **WAITING PERIOD** is ninety (90) days AND one thousand (1,000) miles.
6. If Shortened Waiting Period option is purchased and marked on the application page of this **CONTRACT** the **WAITING PERIOD** is thirty (30) days AND one thousand (1,000) miles.
7. If Day 1 Coverage option is purchased and marked on the application page of this **CONTRACT** the **WAITING PERIOD** is eliminated and the **TERM OF COVERAGE** begins on the **VEHICLE PURCHASE DATE** and the odometer miles on **YOUR VEHICLE**.

II. PRODUCT INELIGIBILITY:

Coverage is not available if any of the following apply:

1. Any **VEHICLE** not using publicly maintained roads.
2. If the original warranty has ever been voided by the manufacturer.
3. If **YOUR VEHICLE** has ever been deemed a total loss.
4. If **YOUR VEHICLE'S** odometer has stopped, been changed or altered.

III. REQUIRED MAINTENANCE:

In order to maintain coverage under this **CONTRACT**, **YOU** must:

- A. Have **YOUR** engine oil and filter changed by a commercial service facility in accordance with the manufacturer's recommendations, as outlined in **YOUR** Owner's Manual. Note: **YOUR** Owner's Manual lists different servicing recommendations based on **YOUR** individual driving habits and climate conditions. **YOU** are required to follow the maintenance schedule that applies to **YOUR** conditions. Proper documentation and verifiable receipts for engine oil and filters may be required in the event of a claim. Handwritten receipts will not be accepted.
- B. Have **YOUR** transmission fluid and filter changed by a commercial service facility in accordance with the manufacturer's recommendations, as outlined in **YOUR** Owner's Manual. Note: **YOUR** Owner's Manual lists different servicing recommendations based on **YOUR** individual driving habits and climate conditions. **YOU** are required to follow the maintenance schedule that applies to **YOUR** conditions. Proper documentation and a verifiable receipt for transmission fluid and filter may be required in the event of a claim. Handwritten receipts will not be accepted.
- C. Maintain **YOUR** Vehicle in accordance with **YOUR** manufacturer's recommendations as outlined in **YOUR VEHICLE'S** owner's manual. Follow the maintenance schedule that applies to **YOUR** driving conditions.
- D. Use the proper grade of lubricants and coolants as recommended by **YOUR** manufacturer.
- E. Retain all documentation and verifiable receipts for all maintenance work completed.
- F. Produce maintenance receipts as needed by **ADMINISTRATOR**.

IV. COVERAGE:

A. X-1 Coverage: Coverage is provided for the following listed components subject to the exclusions listed in the "Exclusions" section of this **CONTRACT** and the **LIMITS OF LIABILITY** listed in the "Definitions" section of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed below are not covered under this **CONTRACT**. Coverage includes all of the following components:

1. **Engine (Gas or Diesel):** All internally lubricated engine parts including: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing chain or belt (must be serviced according to manufacturer's recommendations to qualify for coverage), timing gears, tensioners/guides, intake and exhaust valves, valve springs, valve guides, oil pump and oil pump housing, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters; water pump; engine block and heads (if damaged by the failure of an internally lubricated moving part). **Hybrid/Electric Vehicle:** Hybrid Control Unit(s) including Inverter; Stator and Rotor; Battery Sensors; Cooling Fan; Cooling Duct(s); High Voltage Harness and Junction Box; Electric Drive Motor(s).
2. **Turbo/Supercharger:** All internal parts; housing is covered if damaged by the failure of an internally lubricated moving part.
3. **Transmission (Automatic or Standard):** All internal parts; torque converter; vacuum modulator; mounts; covers, pans and cases (if damaged by the failure of an internally lubricated moving part). Note: No Coverage is afforded for clutch assembly; pressure plate; flywheel; throwout bearing; worn synchronizers or cables.
4. **Transfer Unit (4x4):** All internal parts; transfer case (if damaged by the failure of an internally lubricated moving part).
5. **Seals and Gaskets:** Seals and gaskets for all covered components are covered only in connection with the repair or replacement of a covered component listed above. (Seepage and/or sweating of seals or gaskets are not covered, unless causing engine or transmission to operate below standards.)

B. X-2 COVERAGE: Coverage is provided for the components listed under **ENGINE & TRANSMISSION COVERAGE** above plus the components specifically listed under **DRIVE AXLE COVERAGE, COOLING COVERAGE** and **FUEL DELIVERY COVERAGE** in the **SURCHARGED COVERAGE** section below. Coverage is subject to the exclusions listed in the "Exclusions" section of this **CONTRACT** and the **LIMITS OF LIABILITY** listed in the "Definitions" section of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed in the **ENGINE & TRANSMISSION COVERAGE, DRIVE AXLE COVERAGE, COOLING COVERAGE** and **FUEL DELIVERY COVERAGE** section are not covered under this **CONTRACT**.

C. X-3 COVERAGE: Coverage is provided for the components listed and/or referenced as covered under **X-2 COVERAGE** above plus the components specifically listed under **STEERING COVERAGE** and **SUSPENSION COVERAGE** in the **SURCHARGED COVERAGE** section below. Coverage is subject to the exclusions listed in the "Exclusions" section of this **CONTRACT** and the **LIMITS OF LIABILITY** listed in the "Definitions" section of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed and/or referenced as covered in the **X-2 COVERAGE, STEERING COVERAGE** and **SUSPENSION COVERAGE** section are not covered under this **CONTRACT**.

D. X-4 COVERAGE: Coverage is provided for the components listed and/or referenced as covered under **X-3 COVERAGE** above plus the components specifically listed under **AIR CONDITIONER COVERAGE, ELECTRICAL COVERAGE, BRAKE COVERAGE, SEALS AND GASKETS COVERAGE** and **DAY 1 COVERAGE** in the **SURCHARGED COVERAGE** section below. Coverage is subject to the exclusions listed in the "Exclusions" section of this **CONTRACT** and the **LIMITS OF LIABILITY** listed in the "Definitions" section of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed and/or referenced as covered in the **X-3 COVERAGE, AIR CONDITIONER COVERAGE, ELECTRICAL COVERAGE, BRAKE COVERAGE** and **SEALS AND GASKETS COVERAGE** section are not covered under this **CONTRACT**.

E. COVERAGE BENEFITS:

1. **RENTAL EXPENSE:** In the case of a **COVERED REPAIR** and **YOUR** vehicle becomes inoperable and has to remain overnight at the **Selling Dealer** or other authorized repair facility, **ADMINISTRATOR** will reimburse **CONTRACT HOLDER** for substitute transportation. Such reimbursement will be limited to Forty Dollars (\$40.00) for every eight (8) hours, or portion thereof, of applicable labor time required to complete the **COVERED REPAIR** (based on applicable national repair manual), up to a maximum of Two Hundred Dollars (\$200.00) per occurrence (except where prohibited by law).
2. **TOWING EXPENSE:** In the event of a failure of a **COVERED REPAIR**, **ADMINISTRATOR** will reimburse **CONTRACT HOLDER** up to One Hundred Dollars (\$100.00) for towing service (except where prohibited by law).

F. SURCHARGED AND OPTIONAL COVERAGE BENEFITS:

1. **COMMERCIAL USAGE (mandatory if applicable):** If the Commercial Usage surcharge is selected on the application page of this **CONTRACT**, coverage is allowed for **COMMERCIAL USE VEHICLES** as defined under Section I above.
2. **LIFTED BODY/SUSPENSION / OVERSIZED TIRES (mandatory if applicable):** Lifted body/suspension of up to six (6) inches, lowered body/suspension of up to four (4) inches, and oversized tires of up to ten percent (10%) above OEM recommendations, or size 35 tires, whichever is less, are covered under this **CONTRACT** without a surcharge. If the Lifted Body/Suspension / Oversized Tires surcharge is selected on the application page of this **CONTRACT**, coverage is provided for vehicles that have a lifted body/suspension over six (6) inches, to a maximum of twelve (12) inches and/or has tires over ten percent (10%) or size 35 tires, whichever is less, to a maximum of twenty percent (20%) above OEM recommendations or size 40 tires, whichever is less. Lowered body/suspension of over four (4) inches are not covered under this contract.
3. **MODIFIED VEHICLE (mandatory if applicable):** If the MODIFIED VEHICLE surcharge is selected on the application page of this **CONTRACT**, coverage is provided for vehicles that have modifications that are not recommended by the **VEHICLE** manufacturer. The modifications covered by this surcharge are limited to performance/cold air intake modifications, enlarged throttle body/spacers, headers/exhaust modifications, high flow catalytic converter, high flow cat-back exhaust, performance chips/tuners, aftermarket forced induction systems (turbo/supercharger), aftermarket electronic ignition systems and aftermarket mufflers/pipes. The modifications allowed under this surcharge are limited to modifications that do not render **YOUR VEHICLE** illegal for on-road use. This surcharge allows for coverage on modified vehicles. It does not provide coverage for modified components unless those components are covered under the terms and conditions of this **CONTRACT**.
4. **DRIVE AXLE COVERAGE:** If the Drive Axle Coverage option is selected on the application page of this **CONTRACT**, coverage is provided for the following listed components subject to the exclusions listed in the "Exclusions" section of this **CONTRACT** and the **LIMITS OF LIABILITY** listed in the "Definitions" section of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed below are not covered under this **CONTRACT**.
 - A. **Drive Axle(s):** All internal parts; differential case (if damaged by the failure of an internally lubricated moving part).
 - B. **Seals and Gaskets:** Seals and gaskets for all covered components are covered only in connection with the repair or replacement of a covered component listed above.
5. **COOLING COVERAGE:** If the "Cooling Coverage" option is selected on the application page of this **CONTRACT**, coverage is provided for the Radiator; fan clutch and fan; engine cooling fan motors; thermostat; heater core of the covered **VEHICLE** subject to the exclusions listed in the "Exclusions" section of this **CONTRACT** and the **LIMITS OF LIABILITY** listed in the "Definitions" section of this **CONTRACT**.
6. **FUEL DELIVERY COVERAGE:** If the "Fuel Delivery Coverage" option is selected on the application page of this **CONTRACT**, coverage is provided for the Fuel injector metering pump; fuel injectors; fuel distributor; fuel pump driver module; diesel injection pump; fuel tank; metal fuel lines of the covered **VEHICLE** subject to the exclusions listed in the "Exclusions" section of this **CONTRACT** and the **LIMITS OF LIABILITY** listed in the "Definitions" section of this **CONTRACT**.
7. **STEERING COVERAGE:** If the "Steering Coverage" option is selected on the application page of this **CONTRACT**, coverage is provided for the All internal parts in rack and pinion; all internal parts in recirculating ball housing; couplings; gear housing; power steering pump; steering main and intermediate shafts; power cylinder assembly; power steering cooler; control valve; Pitman arm; idler arm; tie rod ends; drag link/center link of the covered **VEHICLE** subject to the exclusions listed in the "Exclusions" section of this **CONTRACT** and the **LIMITS OF LIABILITY** listed in the "Definitions" section of this **CONTRACT**.
8. **SUSPENSION COVERAGE:** If the "Suspension Coverage" option is selected on the application page of this **CONTRACT**, coverage is provided for the Upper and lower control arms, control arm shafts and bushings; upper and lower ball joints; steering knuckles; stabilizer shaft, link and bushings; king pins and bushings; strut bar and bushings; spindles and spindle supports of the covered **VEHICLE** subject to the exclusions listed in the "Exclusions" section of this **CONTRACT** and the **LIMITS OF LIABILITY** listed in the "Definitions" section of this **CONTRACT**.
9. **AIR CONDITIONER COVERAGE:** If the Air Conditioner Coverage option is selected on the application page of this **CONTRACT**, coverage is provided for the Air Conditioner compressor; internal assembly including pistons, rods, bearings, valves and shafts; clutch; coil and pulley; orifice tube; condenser; evaporator; manual switches of the covered **VEHICLE** subject to the exclusions listed in the "Exclusions" section of this **CONTRACT** and the **LIMITS OF LIABILITY** listed in the "Definitions" section of this **CONTRACT**.
10. **ELECTRICAL COVERAGE:** If the Electrical Coverage option is selected on the application page of this **CONTRACT**, coverage is provided for the alternator; voltage regulator; starter motor, drive and solenoid; power window motors, regulators and drives; front wiper motor including circuit board, relay and delay switch; manually operated switches for power windows, power seat(s), turn signal switch, headlamps, wipers (front and rear), emergency warning flashers; horn button; power door lock actuators; trunk actuator and motor; ESC/EEC/ECM module; oxygen sensor; electronic module retard vacuum switch; electronic ignition module; igniter; engine management control computer; body control module; distributor, fuel gauge sending unit; heated back glass elements (glass is not covered); rear wiper motor; heater blower motor; horn; cruise control servo, module and transducer of the covered **VEHICLE** subject to the exclusions listed in the of the covered **VEHICLE** subject to the exclusions listed in the "Exclusions" section of this **CONTRACT** and the **LIMITS OF LIABILITY** listed in the "Definitions" section of this **CONTRACT**.
11. **BRAKE COVERAGE:** Master cylinder; power assist booster and valve; wheel cylinders; calipers; combination valve; steel lines and fittings; backing plates; vacuum assist booster pump; springs, clips and retainers; self adjusters; rear activators; parking brake linkage and cables. Anti-Lock Brakes (ABS): Electronic control unit; anti-lock computer module; wheel speed sensors/exciters; proportioning valves; high pressure hydraulic pump; electro-hydraulic proportioning control valves; accumulator.
12. **SEALS AND GASKETS COVERAGE:** If the Seals & Gaskets Coverage option is selected on the application 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.)
13. **SHORTENED WAITING PERIOD:** If the Shortened Waiting Period option is selected on the application page of this **CONTRACT**, the **WAITING PERIOD** is shortened to thirty (30) days AND one thousand (1,000) miles.
14. **DAY 1 COVERAGE:** If the Day 1 Coverage option is selected on the application page of this **CONTRACT**, the **WAITING PERIOD** is eliminated and coverage begins on the **VEHICLE PURCHASE DATE**.

V. EXCLUSIONS

- A. **THIS CONTRACT DOES NOT COVER PAINT; CARPETING AND ALL OTHER FLOOR COVERINGS; MANUAL/HYDRAULIC CLUTCH ASSEMBLY; TRIM, ANY REFITTING, REPOSITIONING OR REALIGNING OF HOSES AND RUBBER PARTS; MOLDINGS; DISTRIBUTOR CAP/ROTOR; AIR BAG/SUPPLEMENTAL RESTRAINT SYSTEMS; LENSES; BATTERY AND CABLE; ALL MAINTENANCE SERVICES INCLUDING BUT NOT LIMITED TO SUSPENSION ALIGNMENTS, WHEEL BALANCES, ENGINE TUNE-UPS, SPARK/GLOW PLUGS AND WIRES, BRAKE PADS, LININGS AND SHOES, FILTERS, LUBRICANTS* AND FLUIDS*, AIR CONDITIONING REFRIGERANT* OR ENGINE COOLANTS*, HOSES*AND BELTS* (EXCEPT AS REQUIRED WITH A COVERED REPAIR); BRIGHT METAL; LIGHT BULBS/HEADLIGHTS; SHOCKS; WEATHER STRIPPING; BODY PANELS; BRAKE ROTORS/DRUMS; LUBRICANT SEEPAGE; CANVAS, VINYL OR FABRIC; SHOP SUPPLIES, HAZARDOUS WASTE REMOVAL; ALL FABRIC, WOOD AND PANELS; SERVICE ADJUSTMENTS AND CLEANING; BODY ADJUSTMENTS AND CLEANING; FIBERGLASS TOP; TIRES/WHEELS/RIMS; BUTTONS, HANDLES, GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES; BUMPERS; AUDIO VISUAL EQUIPMENT; EXHAUST SYSTEM AND EMISSION SYSTEMS; RUST OR**

CORROSION, CARBURETOR; HUBCAPS, PHYSICAL DAMAGE; RETROFITS OR REPLACEMENTS OF ANY COMPONENTS CAUSED BY OR DUE TO COMPLIANCE WITH LAW OR LEGISLATION INCLUDING THE 1990 CLEAN AIR ACT, INCLUDING EMISSION CONTROL EQUIPMENT AND SENSOR; IGNITION WIRES; CONSTANT VELOCITY JOINT BOOTS; EGR VALVE; FRICTION CLUTCH DISC AND PRESSURE PLATE; WIPER BLADES AND WINDSHIELD WIPER ARMS; CLUTCH THROW OUT BEARING; BOLTS AND FASTENERS (EXCEPT WHEN REQUIRED WITH A COVERED REPAIR); TIMING BELT/CHAIN (WHEN NOT SERVICED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS); FREIGHT AND SHIPPING COSTS.

- B. THIS CONTRACT DOES NOT COVER PHYSICAL CONSTRUCTION OR STRUCTURE/FLOORING/DOORS/WINDOWS OR ALTERATIONS OR UPGRADES RESULTING FROM COVERED REPAIR(S).
- C. THIS CONTRACT APPLIES TO MECHANICAL/ELECTRICAL DEFECTS IN MATERIAL AND WORKMANSHIP. IT DOES NOT APPLY TO NORMAL WORN PARTS, ADJUSTMENTS, OR TO DAMAGE CAUSED BY: (1) NEGLIGENCE, LACK OF MAINTENANCE, ACCIDENT, ABNORMAL OPERATION OR EXCESSIVE/IMPROPER USE, INSTALLATION OR SERVICE AS DEEMED BY US; (2) USE OF AN ACCESSORY OR PART NOT MANUFACTURED OR SOLD BY AN AUTHORIZED DEALER OF THE MANUFACTURER; (3) REMOVAL OF PARTS.
- D. THIS CONTRACT DOES NOT COVER ROUTINE MAINTENANCE, FUSES, FILTERS, CONSUMABLES, BATTERIES, FASTENERS, BULBS, COSMETIC ADJUSTMENT OR REPLACEMENT; DAMAGES CAUSED BY FREEZING, IMPROPER LAY UP OR STORAGE, CRACKING, PAINT CHANGES, CORROSION AND RUST.
- E. COVERAGE IS NOT PROVIDED UNDER THE TERMS OF THIS CONTRACT UNLESS THE VEHICLE HAS BEEN SERVICED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
- F. THIS CONTRACT DOES NOT COVER THE GRADUAL REDUCTION OF OPERATING PERFORMANCE CAUSED BY NORMAL WEAR AND TEAR OR ANY REPAIRS CAUSED BY PRODUCT VIBRATION, OR LOOSE FASTENERS.
- G. THIS CONTRACT IS VOID IF THE ODOMETER HAS CEASED TO OPERATE AND HAS NOT BEEN REPAIRED WITHIN A REASONABLE TIME PERIOD, NOT TO EXCEED FIFTEEN (15) DAYS. THIS CONTRACT IS VOID IF THE ODOMETER HAS BEEN ALTERED BY YOU OR IF AN ACCURATE ODOMETER READING CANNOT BE DETERMINED. THIS CONTRACT IS VOID IF THE UNIT HAS EVER BEEN DEEMED A TOTAL LOSS. NO CLAIMS WILL BE PAID FOR LOSSES OR DAMAGE CAUSED BY ACCIDENT, COLLISION, ROLL-OVER, RIOTS, FIRE, THEFT, FREEZING, VANDALISM, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORMS, HAIL, VOLCANO ERUPTION, WATER OR FLOOD, STRANDING, SUBMERSION, ABUSE OR ICE, NUCLEAR INCIDENTS, OR OTHER ACTS OF NATURE.
- H. THIS CONTRACT DOES NOT COVER ANY COSTS, EXPENSES OR EQUIPMENT REQUIRED TO COMPLY WITH LAW AND/OR REGULATIONS IMPOSED OR SET FORTH BY ANY GOVERNMENTAL AGENCIES.
- I. THIS CONTRACT DOES NOT COVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING DAMAGE TO A NON-COVERED PART OR A COVERED PART, OR ANY COVERED PART WHICH IS NOT BROKEN DOWN BUT WHICH AN AUTHORIZED SERVICE CENTER RECOMMENDS OR REQUIRES BE REPAIRED, REPLACED, OR WHERE GOVERNMENT/INDUSTRY REGULATIONS DISALLOW USE OF SAID PART(S).
- J. THIS CONTRACT DOES NOT COVER ANY DAMAGE, INTERNAL OR EXTERNAL, DUE TO FREEZING, OVERHEATING OR CORROSION, ELECTROLYSIS, SALT OR ANY OTHER ENVIRONMENTAL CONDITIONS OR INADEQUATE OR IMPROPER STORAGE/LAY-UP.
- K. THIS CONTRACT DOES NOT COVER ANY MECHANICAL FAILURE THAT EXISTS AT THE TIME OF THE RETAIL SALE OF THE VEHICLE.**
- L. THIS CONTRACT DOES NOT COVER ANY LOSS RESULTING FROM INADEQUATE AMOUNTS OF COOLANT, LUBRICANT OR FLUIDS.
- M. THIS CONTRACT DOES NOT COVER ANY LOSS CAUSED BY IMPROPER OR CONTAMINATED FUELS OR OTHER FLUIDS.
- N. COMMERCIAL USE IS EXCLUDED UNLESS THE COMMERCIAL USAGE OPTION IS PURCHASED AND MARKED ON THE APPLICATION PAGE OF THIS CONTRACT. ANY VEHICLE USED FOR EMERGENCY PURPOSES OR USED FOR COMPETITIVE DRIVING, RACING OR CONTEST OF SPEED OR ARE PRINCIPALLY FOR OFF-ROAD USE ARE SPECIFICALLY EXCLUDED.
- O. THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR TRUCKS AND VANS OVER U.S. DEPARTMENT OF TRANSPORTATION CLASS 3 ("1 TON") OR VEHICLES USED FOR SNOWPLOWING. THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR STEP VANS, CUBE VANS, BOX BODY, CAB AND CHASSIS OR OTHER INCOMPLETE VEHICLES UNLESS THEY ARE QUALIFIED FOR USE UNDER COMMERCIAL USE VEHICLES OUTLINED IN SECTION "I" ABOVE AND THE COMMERCIAL USEAGE SURCHARGE IS PURCHASED AND MARKED ON THE APPLICATION PAGE OF THIS CONTRACT.
- P. THIS CONTRACT DOES NOT COVER MECHANICAL BREAKDOWN COVERED UNDER MANUFACTURER'S WARRANTY, OTHER APPLICABLE WARRANTIES, GUARANTEES, POLICIES (INCLUDING ANY RECALLS) OR OTHER PRODUCT THAT WOULD PROVIDE ANY ADDITIONAL COVERAGE.
- Q. THIS CONTRACT DOES NOT COVER TV'S, GPS NAVIGATION SYSTEMS, PHONE SYSTEMS, INTERNET ACCESS SYSTEMS, CHROME; MANUAL/HYDRAULIC LINKAGE; CORROSION OR RUST; KNOBS/DIALS; OUTSIDE ORNAMENTATION, CABLE, SATELLITE, AND TELEPHONE WIRING; COSMETIC DAMAGE TO ANY MATERIAL INCLUDING BUT NOT LIMITED TO DISCOLORATION, FADING, PEELING OR CRACKING.
- R. THIS CONTRACT DOES NOT PROVIDE COVERAGE IN THE EVENT OF A MECHANICAL BREAKDOWN OF THE VEHICLE, DURING WHICH ANY OPERATION OF THE VEHICLE RESULTS IN FURTHER DAMAGE RELATED TO THE ORIGINAL MECHANICAL BREAKDOWN. CONTINUED OPERATION OF THE VEHICLE WILL BE CONSIDERED FAILURE ON THE PART OF THE CONTRACT HOLDER TO PROTECT THE VEHICLE AND WILL NOT BE COVERED UNDER THIS CONTRACT.
- S. THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR DIESEL ENGINES, TURBO/SUPERCHARGER COMPONENTS OR FOUR WHEEL DRIVE/ALL WHEEL DRIVE COMPONENTS INCLUDING TRANSFER CASE COMPONENTS UNLESS THE ADDITIONAL EQUIPMENT BOXES ARE MARKED ON THE ADMINISTRATOR'S COPY OF THE APPLICATION PAGE OF THIS CONTRACT.
- T. DAMAGE TO COVERED COMPONENTS DUE TO THE ALTERATION, MODIFICATION OR USE OF YOUR VEHICLE NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING THE USE OF "NON-STOCK" OR MODIFIED PARTS. FAILURES FROM MODIFICATIONS ARE NOT EXCLUDED IF THE RESPECTIVE MODIFICATION IS ALLOWED UNDER THE MODIFIED VEHICLES SURCHARGE IN SECTION IV, 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 OF UP TO 10% ABOVE OEM RECOMMENDATIONS OR SIZE 35 TIRES, WHICHEVER IS LESS, ARE NOT CONSIDERED MODIFICATIONS UNDER THIS CONTRACT. VEHICLES WITH LIFTED BODY/SUSPENSION OVER SIX (6) INCHES, TO A MAXIMUM OF TWELVE (12) INCHES AND/OR WITH TIRES OVER TEN PERCENT (10%) ABOVE OEM RECOMMENDATIONS OR SIZE 35 TIRES, WHICHEVER IS LESS, TO A MAXIMUM OF TWENTY PERCENT (20%) ABOVE OEM RECOMMENDATIONS OR SIZE 40 TIRES, WHICHEVER IS LESS, ARE COVERED UNDER THIS CONTRACT IS THE LIFTED/OVERSIZED TIRES SURCHARGE IS PURCHASED AND MARKED ON THE APPLICATION PAGE OF THIS CONTRACT. VEHICLES WITH LOWERED BODY/SUSPENSION OF MORE THAN FOUR (4) INCHES ARE NOT COVERED UNDER THIS CONTRACT.
- U. THIS CONTRACT DOES NOT PROVIDE COVERAGE DURING THE WAITING PERIOD OF THIS CONTRACT.

V. GENERAL PROVISIONS

- A. **TERRITORIAL LIMITS:** This CONTRACT will cover the VEHICLE only when it is in the United States or Canada.
- B. **CONSEQUENTIAL DAMAGES:** ADMINISTRATOR is not responsible for any incidental or consequential damages or any oral misrepresentation other than the coverage and exclusions contained herein. This CONTRACT applies to the parts and labor for the identified items only, and does not provide for bodily injury, property damages, liability, or any other type of liability coverage.
- C. **DELAYS:** This CONTRACT does not guarantee days or time of service. WE are not liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.
- D. **LIMIT OF LIABILITY:** For each claim/repair visit, OUR liability will in no event exceed the actual cash value of the VEHICLE immediately prior to the failure. The aggregate of all coverage's and benefits payable under this CONTRACT will not exceed the price the CONTRACT HOLDER paid for the VEHICLE. If parts are not available and the VEHICLE cannot be repaired, a pro-rated portion of the CONTRACT charge will be returned to the CONTRACT HOLDER.
- E. **TRANSFER:** To transfer the CONTRACT, the CONTRACT HOLDER will forward their copy of the CONTRACT and a copy of the bill of sale or receipt, the new owner's information and the transfer fee of Fifty Dollars (\$50.00) to the ADMINISTRATOR within thirty (30) days of transfer date. Proof of maintenance may be required. Transfer of the CONTRACT from the CONTRACT HOLDER to any of the following (or like kind of the following) is not permitted:
 - a. Consignment sales;
 - b. Dealers; or
 - c. Rental agencies
- F. **CONTRACT HOLDER'S RESPONSIBILITIES:** To receive full benefits of this CONTRACT, the CONTRACT HOLDER must, at their expense: have the VEHICLE serviced as recommended by the manufacturer, keep a detailed record of all maintenance validated by the servicing dealer, and keep receipts and work orders showing dates of service performed. The CONTRACT HOLDER assumes all liability of payment for unauthorized repairs. Liability for tear down/diagnosis rests with the CONTRACT HOLDER on non-covered repairs.
- G. **CLAIMS PROCEDURES:** The CONTRACT HOLDER will present this CONTRACT to Service Center authorized by the ADMINISTRATOR. The CONTRACT HOLDER will find an authorized Service Center by contacting the ADMINISTRATOR or the SELLING DEALER who sold this CONTRACT. The authorized Service Center must receive proper authorization from the ADMINISTRATOR prior to the repair. This CONTRACT is void if the VEHICLE is worked on by any person or dealer not authorized by the ADMINISTRATOR. FOR CUSTOMER SERVICE CALL 1-866-912-2770.
- H. **OUR RIGHT TO RECOVER PAYMENT:** If WE make any payments under this CONTRACT, the CONTRACT HOLDER agrees that WE hold all rights of recovery for those payments against anyone, due to, but not limited to a safety recall campaign, any repair required by any court, regulatory agency, decree or settlement. The CONTRACT HOLDER will do nothing to harm those rights. If the CONTRACT HOLDER has a right to recover against another party, the CONTRACT HOLDER's rights become OUR rights. The CONTRACT HOLDER will do whatever is necessary to enable US to enforce these rights. If WE pay for repairs under this CONTRACT and the CONTRACT HOLDER is also repaid for the same repairs by someone else, the CONTRACT HOLDER'S payment will become OUR property up to the amount that WE paid for the repairs.
- I. **OTHER COVERAGE:** This CONTRACT provides coverage only in excess of other applicable and valid service CONTRACTS (including warranties and policies of insurance) which the CONTRACT HOLDER has, or upon which the CONTRACT HOLDER can recover from third parties.
- J. **PREVENT FURTHER DAMAGE:** In the event of MECHANICAL BREAKDOWN of the VEHICLE, any operation of the VEHICLE that results in further damage related to the original MECHANICAL BREAKDOWN will be considered the CONTRACT HOLDER'S failure to protect the VEHICLE and will not be covered under this CONTRACT.

INSURANCE: The ADMINISTRATOR'S obligations under this CONTRACT are insured under an Insurance Policy issued by Dealers Assurance Company, 240 North 5th, Suite 350, Columbus, OH 43215. In the event the ADMINISTRATOR ceases to operate, is bankrupt or fails to pay YOUR claim within sixty (60) days after proof of loss has been filed, YOU may file a direct claim with Dealers Assurance Company. To do so, please call the following toll-free number for instructions: 1-800-282-8913.

VI. CANCELLATION

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

VII. MAINTENANCE REQUIREMENTS

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

VIII. YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM

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

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

IX. OUR RIGHT TO RECOVER PAYMENT

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

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

X. WHAT TO DO IN THE EVENT OF A FAILURE

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

XI. REPAIR FACILITY GUIDELINES FOR HANDLING CLAIMS

Follow these steps when handling a claim:

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

SPECIAL STATE REQUIREMENTS AND/OR DISCLOSURES

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

ALABAMA

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

ALASKA

This agreement is not an insurance contract

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

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

ARIZONA

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

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

ARKANSAS

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

COLORADO

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

CONNECTICUT

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

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

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

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

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

GEORGIA

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

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

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

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

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

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

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

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

HAWAII

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

IDAHO

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

ILLINOIS

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

INDIANA

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

IOWA

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

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

LOUISIANA

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

MAINE

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

MARYLAND

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

MASSACHUSETTS

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

MINNESOTA

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

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

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

Section II: 3 should be deleted in its entirety.

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

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

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

MISSISSIPPI

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

MISSOURI

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

NEVADA

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

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within sixty (60) days (thirty (30) days for Used **VEHICLES**) of the **CONTRACT** Purchase Date and **YOU** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to **US**. A \$25.00 cancellation fee will be deducted from the refund. **WE** may only cancel this **CONTRACT** after seventy (70) days for the following reasons: If **YOU** do not pay the **CONTRACT** Price; If **YOU** are convicted of a crime that results in an increase in the risk covered under this **CONTRACT**; If there has been a material misrepresentation or fraud by **YOU** at the time of sale of this **CONTRACT** or when filing a claim under this **CONTRACT**; or if **WE** discover an act or omission by **YOU**, or a violation by **YOU** of any terms or conditions of this **CONTRACT**, after the **CONTRACT** Purchase Date, that substantially and materially increases the risk covered under this **CONTRACT**. If the Provider cancels this Service Contract, no cancellation may become effective until at least fifteen (15) days after notice of cancellation is mailed to the Service Contract holder.

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

NEW HAMPSHIRE

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

NEW JERSEY

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

NEW MEXICO

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

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

NEW YORK

CANCELLATION - is amended to include:

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

NORTH CAROLINA

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

OKLAHOMA

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

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

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

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

OREGON

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

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

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

SOUTH CAROLINA

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

TEXAS

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

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

UTAH

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

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

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

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

WASHINGTON

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

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

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

WASHINGTON DISCLOSURE:

Please Initial, Sign and Date the Following:

I understand:

_____ The "COVERAGE" section on pages (2) and (3) on this **CONTRACT**. The "MAINTENANCE REQUIREMENTS" section on page four (4) on this **CONTRACT**. The "CANCELLATION" section on page four (4) on this **CONTRACT**. The "YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM" section on page five (5) on this **CONTRACT**. The

fact that the implied warranty of merchantability on the **VEHICLE** is not waived if the **CONTRACT** has been purchased within ninety (90) days of the purchase date of the **VEHICLE** from a **SERVICE CONTRACT PROVIDER** or **CONTRACT** seller who also sold the **VEHICLE** covered by the **CONTRACT**. The "EXCLUSIONS" section on pages three (3) and four (4) on this **CONTRACT**.

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

CONTRACT HOLDER'S Signature

Date

WISCONSIN

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

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

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

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

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

WYOMING

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

SAMPLE
SAMPLE
SAMPLE