



Administered by:
CornerStone United, Inc.
1020 Main Ave. NW
Hickory, NC 28601
For inquiries concerning this **CONTRACT** contact CornerStone at [1-866-912-2770]

ValueGuard Series
VEHICLE SERVICE CONTRACT

REGISTRATION				AVGNAT	
VEHICLE PURCHASE DATE (mm/dd/yy)		CONTRACT PURCHASE DATE (mm/dd/yy)		ORIGINAL IN-SERVICE DATE (mm/dd/yy) (Required for Factory Plus)	
Contract Holder Last Name First Name M.I.		Co-Buyer Last Name First Name M.I.			
Street Address		Email Address			
Home Telephone ()		City		State Zip	
SELLING DEALER INFORMATION					
Dealer Name		Salesperson		Telephone Number	
Address		City / State		Zip	
VEHICLE INFORMATION					
Vehicle Identification Number				Mileage	
Manufacturer		Model		Model Year	
MANDATORY SURCHARGES Boxes <u>MUST</u> be checked if VEHICLE is equipped with, used for, or meets the following:		STANDARD COVERAGE		OPTIONAL COVERAGE Boxes <u>MUST</u> be checked for optional coverage to apply.	
Branded Title Vehicle ☐		\$150 Per Hour Maximum		Retail Labor Rate ☐	
Commercial Usage ☐		\$5,000 Per Claim		Enhanced Limits of Liability (Trade in ACV per claim) ☐	
Electric Vehicle ☐		30 Days and 1,000 Mile Waiting Period		Day 1 Coverage (eliminates waiting period) ☐	
Hybrid Vehicle ☐		Seals & Gaskets Only in Conjunction with a Covered Repair		Enhanced Seals & Gaskets ☐	
Modified Engine / Powertrain ☐				Factory Plus ☐	
Post-Sale Contract ☐				Luxury Electronics Package (Included with Ultimate Coverage) ☐	
Snowplow Vehicle ☐		VEHICLE MANUFACTURER WARRANTY INFO			
Lifted Body / Suspension and / or Oversized Tires (Maximum of 12 inches lifted / tires larger than 35 inches in diameter to a maximum of 40 inches in diameter) ☐		Manufacturer's Full Warranty Term _____ Months / _____ Miles		Manufacturer's Powertrain Warranty Term _____ Months / _____ Miles	
COVERAGE LEVEL (Check One)		VEHICLE PURCHASE PRICE (before taxes)		CONTRACT PURCHASE PRICE	
☐ Standard ☐ Elite ☐ Advanced ☐ Ultimate If no box is checked then Standard Coverage will apply.		\$ _____		\$ _____	
DEDUCTIBLE		TERM OF COVERAGE			
\$ _____ If left blank a \$250 deductible will apply		_____ Months _____ Miles Expiration Date of _____ or _____ Miles			
LIENHOLDER INFORMATION					
Lienholder		Telephone			
Address		City / State		Zip	
SIGNATURE					
CONTRACT HOLDER'S SIGNATURE _____ Date I hereby certify that I have read and understand the terms and conditions of this CONTRACT, including the exclusions, limitations and arbitration provisions contained herein.		SELLING DEALER'S SIGNATURE _____ Date As the authorized representative of the SELLING DEALER, I certify that the VEHICLE covered by this CONTRACT meets all the requirements supplied by the ADMINISTRATOR to the SELLING DEALER.			
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 . In consideration of the payment of the CONTRACT charge to ADMINISTRATOR , and in reliance upon the statements and selections made by the CONTRACT HOLDER and the SELLING DEALER in this CONTRACT and subject to the following Terms, Conditions, Exclusions and Limitations of this CONTRACT , the CONTRACT HOLDER is eligible for the following coverages and benefits. CONTRACT HOLDER'S purchase of this CONTRACT is not a factor or a requirement for obtaining credit.					
THIS CONTRACT CONTAINS AN ARBITRATION PROVISION.					

TRACKING CODE:

--	--	--	--	--	--	--	--

I. DEFINITIONS:

ADMINISTRATOR: CornerStone United, Inc., [1020 Main Ave. NW, Hickory, North Carolina 28601], [1-866-912-2770], except in FL where **ADMINISTRATOR** means CornerStone United Administrative Services, Inc., [1020 Main Ave. NW, Hickory, NC 28601], [1-877-434-4382]. Florida License # 14-461107047.

WE, US and OUR: In AL, AK, AR, CO, CT, DE, DC, GA, HI, IA, ID, IL, IN, KS, KY, MD, ME, MI, MN, MO, MS, MT, NE, NV, NH, NJ, NY, NC, ND, OH, OR, PA, RI, SC, SD, TN, TX, VA, VT, UT, WI, and WV means CornerStone United, Inc., [1020 Main Ave. NW, Hickory, North Carolina 28601], [1-866-912-2770]; In FL Cornerstone United Administrative Services, Inc., [1020 Main Ave. NW, Hickory, NC 28601], [1-877-434-4382]. Florida License # 14-461107047; In AZ, LA, NM, OK (License # 44202930), WA, and WY means Dealers Alliance Corporation, [15920 Addison Road, Addison TX, 75001], [1-800-282-8913]; In MA means **SELLING DEALER**.

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

ACV / ACTUAL CASH VALUE: The value of **YOUR VEHICLE** according to J.D. Power / National Automobile Dealer Association (NADA) or an equivalent national or regional vehicle value guide.

TRADE-IN ACV: The value assigned to the **VEHICLE** based on its mileage and condition immediately prior to a **MECHANICAL BREAKDOWN**, typically used by an automotive dealer as a credit towards the purchase of another vehicle.

RETAIL ACV: The average market value paid by a consumer for a vehicle with the same year, make and model of **YOUR VEHICLE**, with comparable mileage and condition immediately prior to a **MECHANICAL BREAKDOWN**.

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.

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 on the Registration page of this **CONTRACT**, per occurrence for a **COVERED REPAIR** once a part is repaired or replaced under the terms of this **CONTRACT**.

LABOR COST: LABOR RATE multiplied by the labor time required to repair or replace parts covered under this **CONTRACT** based on a nationally published labor guide and verified by the **ADMINISTRATOR**. In the event of multiple covered repairs with overlapping repair procedures the total labor time will be at the discretion of the **ADMINISTRATOR**.

LABOR RATE: The hourly rate at which **LABOR COST** is calculated.

- A. The **LABOR RATE** for a covered **MECHANICAL BREAKDOWN** under this **CONTRACT** will not exceed one hundred and fifty dollars (\$150) per hour; unless
- B. If the Retail Labor Rate Option is purchased and marked on the registration page, the **LABOR RATE** is increased to the repair facility's standard retail labor rate.
- C. Retail Labor Rate shall not exceed a reasonable rate as determined by the **ADMINISTRATOR**.

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

- A. For each claim / repair visit, **OUR** liability will not exceed the lesser of **TRADE-IN ACV** or five thousand dollars (\$5,000);
- B. If the Enhanced Limits of Liability option is purchased and marked on the Registration Page of this **CONTRACT**, each claim / repair visit liability will be increased to the **TRADE-IN ACV**.
- C. The aggregate of all coverages and benefits payable under this **CONTRACT** will not exceed the lesser of **RETAIL ACV** or the Vehicle Purchase Price as listed on the registration page.

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: 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, solely because of its condition and not because of the action or inaction of any non-covered parts. **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(s).

ORIGINAL IN-SERVICE DATE: The date the original manufacturer warranty first went into effect.

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 COST** 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 the **VEHICLE** is covered under this **CONTRACT** as listed under "Term of Coverage" on the Registration page of this **CONTRACT**. **TERM OF COVERAGE** in months begins on the **CONTRACT PURCHASE DATE** and the **TERM OF COVERAGE** miles are added to the odometer miles on the **VEHICLE** on the **CONTRACT PURCHASE DATE**; or

If the Factory Plus option is purchased and marked on the Registration page of this **CONTRACT** and:

- A. If Standard Coverage is purchased and marked on the Registration page of this **CONTRACT**, the **TERM OF COVERAGE** in months are added to the term months of the original manufacturer's powertrain warranty starting from the **ORIGINAL IN-SERVICE DATE** and **TERM OF COVERAGE** in miles are added to the term miles of the original manufacturer's powertrain warranty; or
- B. If any coverage other than Standard Coverage is purchased and marked on the **REGISTRATION** page of this **CONTRACT**, the **TERM OF COVERAGE** in months are added to the term months of the original manufacturer's full warranty starting from the **ORIGINAL IN-SERVICE DATE** and **TERM OF COVERAGE** in miles are added to the term miles of the original manufacturer's full warranty; or

The **TERM OF COVERAGE** begins after the **WAITING PERIOD** has expired for this **CONTRACT**.

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**.

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 precedes the **TERM OF COVERAGE**. **MECHANICAL BREAKDOWNS** that occur during the **WAITING PERIOD** are not **COVERED REPAIRS**.

- A. The **WAITING PERIOD** is thirty (30) days **AND** one thousand (1,000) miles; or
- B. If the Day 1 Coverage option is purchased and marked on the Registration 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**.
- C. The Day 1 Coverage option is not available on a **POST-SALE CONTRACT**.

II. PRODUCT INELIGIBILITY:

Coverage is not available if any of the following apply:

- 1. Any vehicle that is not primarily operated on or legally eligible to be operated on publicly maintained roads.
- 2. If **YOUR VEHICLE'S** odometer has stopped working, been changed or altered.
- 3. A used vehicle if the date **YOU** purchased this **CONTRACT** and the date you purchased **YOUR VEHICLE** are different unless the **POST-SALE CONTRACT** surcharge is purchased and marked under **MANDATORY SURCHARGES** on the Registration page of this **CONTRACT**.
- 4. Any vehicle older than 19 model years from the current model year.
- 5. Any vehicle with lifted body / suspension over twelve (12) inches and / or with tires over 40 inches in diameter.
- 6. Any vehicle with lowered body / suspension of more than four (4) inches.
- 7. Any vehicle with Original Equipment Manufacturer (OEM) Emissions Controls that have been removed and / or have been replaced with components that are not compliant with Environmental Protection Agency (EPA) regulations.

III. COVERAGE:

A. **STANDARD COVERAGE (1 – 6):** Coverage is provided for the following listed components subject to the exclusions listed in Section IV. "Exclusions" of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed below are not covered under this **CONTRACT**. Standard Coverage includes all of the following components:

- 1. **Engine (Gas or Diesel):** 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 (**timing 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, push rods, rocker arms, rocker arm shafts, cam followers, lash adjusters, lifters, oil pump, oil pump housing, oil pump pressure relief valve and spring; valve covers; timing gear cover; oil pan; oil dipstick and tube;
- 2. **Transmission: Unless Ultimate Coverage level is purchased, coverage will only be afforded for the transmission types and components listed below.**
 - a. **Automatic:** All internal parts; Torque converter, front pump, planetary gear set, clutches, 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 and valve body. **Transmission pan and case are covered if damaged by the failure of an internally lubricated moving part.**
 - b. **DCT (Dual Clutch Transmission):** All internal parts; Gears, shafts, bearings, bushings, counter shaft, synchronizers, synchronizer sleeves, detent balls, thrust washers, shift forks, levers, collars, and springs. Dual-clutch assembly; **Transmission pan and case are covered if damaged by the failure of an internally lubricated moving part.**
 - c. **Manual:** All internal parts; Gears, shafts, bearings, bushings, counter shaft, synchronizers, synchronizer sleeves, detent balls, thrust washers, shift forks, levers, collars, and springs. **Transmission pan and case are covered if damaged by the failure of an internally lubricated moving part.**

3. **Hybrid / Electric Vehicle:** Drive motor(s); stator and rotor; drive battery pack. (The drive battery pack has suffered a **MECHANICAL BREAKDOWN** only if it retains less than 70% of its original charge-holding capacity. To determine if a **MECHANICAL BREAKDOWN** of the drive battery pack exist, the **ADMINISTRATOR** may require **YOUR VEHICLE** to undergo an extended charge capacity test. The extended charge capacity test is prescribed by the manufacturer of **YOUR VEHICLE**. If the drive battery pack does not qualify as a **MECHANICAL BREAKDOWN** under the terms of this **CONTRACT**, the cost incurred for disassembly and / or diagnosis charges will be **YOUR** responsibility and expense. **The drive battery pack may be repaired, replaced with a rebuilt unit, replaced with aftermarket unit, or replaced with new a unit at the sole discretion of the ADMINISTRATOR.**)
 4. **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.**
 5. **Differential Unit:** All internal parts: ring and pinion gears, carrier assembly, bearings and shims; **Differential case is covered if damaged by the failure of an internally lubricated moving part.**
 6. **Seals and Gaskets:** Seals and gaskets are **ONLY** covered in conjunction with a **COVERED REPAIR**.
- B. ADVANCED COVERAGE (1 – 15):** Coverage is provided for the following listed components subject to the exclusions listed in Section IV. “Exclusions” of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed below are not covered under this **CONTRACT**. Advanced Coverage includes all components listed under Standard Coverage plus the following components:
7. **Engine:** Starter motor; drive & solenoid; flexplate.
 8. **Cooling:** Water pump; cooling fan clutch and fan; electric fan motors;
 9. **Fuel Delivery:** Electric and mechanical fuel pumps; fuel distributor; fuel tank sending unit; metal fuel lines.
 10. **Drive Axle:** Drive shafts; Propeller Shaft; Axle shafts; Half-Shaft; Constant Velocity (CV) joints; tripod joints.
 11. **Steering:** Power steering pump; all internal parts of rack & pinion; steering gearbox; power cylinder assembly;
 12. **Suspension:** Upper and lower control arms; control arm shafts and bushings; upper and lower ball joints; kingpins and kingpin bushings / bearings.
 13. **Interior / Exterior Electrical:** power seat motors; power door lock switches; power mirror switch; windshield washer pump and switch; horn(s) and horn button; cruise control main switch;
 14. **Brakes:** Master cylinder; wheel cylinders; disc brake calipers; metal hydraulic lines and fittings; proportioning valve.
 15. **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.**
 16. **Seals and Gaskets:** Seals and gaskets are **ONLY** covered in conjunction with a **COVERED REPAIR**.
- C. ELITE COVERAGE (1 – 29):** Coverage is provided for the following listed components subject to the exclusions listed in Section IV. “Exclusions” of this **CONTRACT**. Only those components designated as covered are covered. Any components not listed below are not covered under this **CONTRACT**. Elite Coverage includes all components listed under Standard, and Advanced Coverage plus the following components:
17. **Engine:** Engine mounts; harmonic balancer; crankshaft pulley; vacuum pump; **Diesel:** diesel injection pump.
 18. **Transmission:** Transmission mounts
 19. **Cooling:** Radiator; thermostat; hybrid cooling fan, blower motor and pumps; cooling duct(s).
 20. **Engine / Transmission Electronics:** Engine Control Module (ECM); Powertrain Control Module (PCM); Transmission Control Module (TCM); anti-detonation / knock sensor; Throttle Position Sensor (TPS); Camshaft Position (CMP) sensor(s); Crankshaft Position (CKP) sensor; Vehicle Speed Sensor (VSS); Air fuel ratio sensor; oxygen sensor(s); intake air temperature (IAT) sensor; Manifold Air Pressure (MAP) sensor; Mass Air Flow (MAF) sensor;
 21. **Hybrid / Electric Vehicle:** Hybrid Motor Control Unit (MCU); voltage inverter(s) and converter(s); high voltage battery sensor(s); high voltage harness and junction box.
 22. **Turbo/Supercharger:** All internally lubricated parts including bearings; turbine & turbine shafts; **housing is covered if damaged by the failure of an internally lubricated moving part.**
 23. **Fuel Delivery:** Fuel pressure regulator; fuel pump driver module; fuel pressure sensor; fuel gauge sending unit; fuel tank.
 24. **Drive Axle:** “U” Joints; axle bearings; center support bearings; locking hubs.
 25. **Steering:** Steering knuckles, pitman arm; idler arm; tie rod ends; drag link / center link.
 26. **Suspension:** Strut bar and bushings; sway bar, links and bushings; spindles and spindle supports; shackle bushings and eye bushings; coil springs, torsion bars and bushings; wheel bearings automatic leveling unit compressor.
 27. **Brakes:** Vacuum brake booster; combination valve; backing plates; springs, clips and retainers; self-adjusters; rear activators.
 28. **Anti-Lock Brakes (ABS):** Electronic control unit; anti-lock computer module; wheel speed sensors / exciters.
 29. **Heating / Ventilation / Air Conditioning (HVAC):** Expansion valve; POA valve; H block; hi / low pressure cut-off switch, heater core; heater control valve; heater blower motor;
 30. **Interior / Exterior:** Glove box door and hinge; manually operated seat tracks; interior and exterior door handles; door hinges; map / courtesy light assembly.
 31. **Interior / Exterior Electrical:** Turn signal switch; emergency warning flashers switch; headlamps switch, wiper switch (front and rear); wiper motor (front and rear); wiper control module; brake light switch; power seat switch(s); power window switch(s), factory installed sun / moon roof motor; convertible top motor; power antenna motor, mast and switches; compass; outside air temperature sensor; keyless entry transmitter and receiver (**lost or stolen is not covered**);
 32. **Seals and Gaskets:** Seals and gaskets are **ONLY** covered in conjunction with a **COVERED REPAIR**.
- D. ULTIMATE 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 IV. “Exclusions” of this **CONTRACT**.
- E. MANDATORY SURCHARGES:**
1. **BRANDED TITLE VEHICLE:** Coverage for a **VEHICLE** that has been issued a branded title indicating that the **VEHICLE** has sustained significant damage and been declared a total loss by an insurance company prior to restorative repairs is only available if the Branded Title Vehicle surcharge is purchased and marked on the Registration page of this **CONTRACT**. Vehicles with titles indicating that the vehicles odometer has been rolled back and / or has suffered water damage / flood damage are not eligible for coverage under this **CONTRACT**.
 2. **COMMERCIAL USAGE:** Coverage for **COMMERCIAL USE VEHICLES** is only available if the Commercial Usage surcharge is purchased and marked on the Registration page of this **CONTRACT**. Emergency Roadside Assistance Benefits are not available on **COMMERCIAL USE VEHICLES**.
 3. **ELECTRIC VEHICLES:** Coverage for electric **VEHICLES** is only available if the Electric Vehicle surcharge is purchased and marked on the Registration page of this **CONTRACT**.
 4. **HYBRID VEHICLES:** Coverage for hybrid **VEHICLES** is only available if the Hybrid Vehicle surcharge is purchased and marked on the Registration page of this **CONTRACT**.
 5. **LIFTED BODY / SUSPENSION AND / OR OVERSIZED TIRES:** Lifted body / suspension of up to six (6) inches, lowered body / suspension of up to four (4) inches, and oversized tires up to thirty-five (35) inches in diameter are covered under this **CONTRACT** without a surcharge. 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 thirty-five (35) inches in diameter, to a maximum of forty (40) inches in diameter is only available if the Lifted Body / Suspension and / or Oversized Tires surcharge is purchased and marked on the Registration page of this **CONTRACT**. Lowered body / suspension of over four (4) inches, lifted body / suspension over twelve (12) inches and / or tires over forty (40) inches in diameter are not covered under this **CONTRACT**.
 6. **MODIFIED ENGINE / POWERTRAIN:** Coverage for **VEHICLES** with a modified engine / powertrain is only available if the Modified Engine / Powertrain surcharge is purchased and marked on the Registration page of this **CONTRACT**. Coverage is provided for **VEHICLES** that have certain modifications to the engine / powertrain 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**.
 7. **POST-SALE CONTRACT:** Coverage for used **VEHICLES** is only available at the time of delivery unless the Post-Sale Contract surcharge is purchased and marked on the Registration page of this **CONTRACT**. For **POST-SALE CONTRACTS**, **MECHANICAL BREAKDOWNS** that occur during the first thirty (30) days and one thousand (1,000) miles from the **CONTRACT PURCHASE DATE** are not **COVERED REPAIRS**.
 8. **SNOWPLOW VEHICLE:** Coverage for **VEHICLES** used for plowing snow is only available if the Snowplow Vehicle surcharge is purchased and marked on the Registration page of this **CONTRACT**. Coverage is provided for **VEHICLES** used for plowing snow if the blade length does not exceed eight (8) feet. The plow itself, its assembly, and plow controller are excluded from coverage.
- F. OPTIONAL COVERAGES:**
1. **ENHANCED LIMITS OF LIABILITY:** If the Enhanced Limits of Liability Coverage option is purchased and marked on the Registration page of this **CONTRACT**, the **LIMIT OF LIABILITY** for an individual claim / repair visit is increased from five thousand dollars (\$5,000) to the vehicle **TRADE-IN ACV** of the **VEHICLE** immediately prior to the failure. The aggregate of all coverages and benefits payable under this **CONTRACT** will still not exceed the **RETAIL ACV** of the **VEHICLE**.
 2. **ENHANCED SEALS & GASKETS (Included with Ultimate Coverage):** If the Enhanced Seals & Gaskets option is purchased and marked on the Registration page of this **CONTRACT**, seals and gaskets for all covered assemblies are covered independently or in conjunction with a **COVERED REPAIR**. (Seepage and / or sweating of seals or gaskets are not covered, unless causing one of the assemblies stated above to operate below standards.)
 3. **DAY 1 COVERAGE:** If the Day 1 Coverage option is purchased and marked on the Registration 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**. Day 1 Coverage is not available on a **POST-SALE CONTRACT**.
 4. **FACTORY PLUS:** If the Factory Plus option is purchased and marked on the Registration page of this **CONTRACT**, the months and miles of **TERM OF COVERAGE** are added to the original factory warranty term of the **VEHICLE** starting from the **ORIGINAL IN-SERVICE DATE** of the **VEHICLE** and from zero (0) miles. If Standard Coverage is purchased, the months and miles of **TERM OF COVERAGE** are added to the original factory powertrain warranty term starting from **ORIGINAL IN-SERVICE DATE** of the **VEHICLE** and from zero (0) miles. If any coverage other than Standard Coverage is purchased, the months and miles of **TERM OF COVERAGE** are added to the original full factory warranty term
 5. **LUXURY ELECTRONICS PACKAGE:** If the Luxury Electronics Package option is purchased and marked on the Registration page of this **CONTRACT**, or if **ULTIMATE Coverage** is selected, coverage for the following components is provided (**Factory or dealer installed with factory approved parts only**): GPS navigation system or other

navigational / motorist assistance system; Bluetooth control unit, steering wheel switches, microphone; DVD player, front and rear monitor(s); internet access system; Heads-Up Display (HUD) projector, display module, and control unit; audio system amplifier and graphic equalizer; driver assist sensors including parking / back-up, lane assist, collision avoidance sensors; suspension sensors; transmission and transaxle sensors; seat heater element(s). The following parts are specifically excluded: radio / satellite / GPS antennae; cables and wiring; and remote controls.

6. **RETAIL LABOR RATE:** If the Retail Labor Rate option is purchased and marked on the Registration page of this **CONTRACT**, the **LABOR RATE** is increased from \$150 to the retail labor rate as determined by the **ADMINISTRATOR**.

G. COVERAGE BENEFITS:

1. **RENTAL EXPENSE:** In the case of a **COVERED REPAIR**, **ADMINISTRATOR** will reimburse **YOU** for substitute transportation. Such reimbursement will be limited to thirty-five dollars (\$35) 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 three hundred and seventy-five dollars (\$150) per occurrence (except where prohibited by law).
2. **TRIP INTERRUPTION EXPENSES:** **ADMINISTRATOR** will reimburse **YOU** up to seventy-five dollars (\$75) per day for a maximum of three (3) days for expenses for meals (restaurants only) and lodging (hotel / motel only) expenses IF (except where prohibited by law):
 - a. **YOU** cannot utilize the **VEHICLE** due to a **COVERED REPAIR**; and
 - b. **YOU** are more than one hundred (100) miles from **YOUR** home address shown on the Registration page of this **CONTRACT**; and
 - c. **YOU** incur meal and lodging expenses as a direct result of a **COVERED REPAIR** causes a delay en route. The date of the **MECHANICAL BREAKDOWN** shall be considered the first day of the three (3) consecutive calendar day maximum period. The expense must be incurred between the duration of the **COVERED REPAIR**, or by the end of the third (3rd) calendar day of the **COVERED REPAIR**, whichever occurs first.
3. **ROADSIDE ASSISTANCE:** **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** one hundred dollars (\$100) per occurrence maximum, as outlined below. Payment for non-covered roadside assistance expenses will due upon those non-covered services being provided. 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**. In the event that service is not available at the time **YOU** call, **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 **ADMINISTRATOR** for authorization to obtain independent services, **TOLL-FREE Number [1-877-729-0291]**. All of the services provided are described herein and are applicable throughout the United States and Canada. Call the **TOLL-FREE Number [1-877-729-0291]** 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 ADMINISTRATOR IS NOT COVERED AND IS NOT REIMBURSABLE.**

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

Towing Assistance - When towing is necessary, the covered **VEHICLE** will be towed to the nearest qualified service facility or to any location requested by the covered customer up to the \$100 per occurrence limit.

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.

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.

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**.

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 station 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 **ADMINISTRATOR** without prior authorization from **ADMINISTRATOR**. 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 **ADMINISTRATOR**.

IV. 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 clutch assembly including clutch throw out bearing, friction clutch disc and pressure plate, flywheel; worn synchronizers or cables for manual transmissions; manual clutch slave cylinder; 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, taillights, turn signal assemblies; 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, improper removal / 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. missing / absence of parts or parts that have been removed from the **VEHICLE**;
 4. power surges, regardless of the source.
- 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 has not suffered a **MECHANICAL BREAKDOWN** 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 BREAKDOWN 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 engine / powertrain modifications and / or certain body, suspension, tire alterations are not

excluded if the appropriate surcharge listed in Section III. "Coverages", E. "Mandatory Surcharges", of this CONTRACT is purchased and marked on the Registration page of this CONTRACT.

- R. This CONTRACT does not cover any vehicle with lifted body / suspension over twelve (12) inches and / or with tires over 40 inches in diameter and / or with lowered body / suspension of more than four (4) inches. VEHICLES with 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 required to have the Lifted Body / Suspension / Oversized Tires Surcharge. If YOUR VEHICLE has lifted body / suspension over six (6) inches, to a maximum of twelve (12) inches and / or tires over 35 inches in diameter, to a maximum of 40 inches in diameter, the CONTRACT is required to have the Lifted Body / Suspension / Oversized Tires surcharge purchased and marked on the Registration page of this CONTRACT.
- 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 any vehicle used for emergency purposes or used for competitive driving, racing or contest of speed or is principally for off-road use.
- U. This CONTRACT does not cover vehicles used for snowplowing unless the Snowplow surcharge is purchased and marked on the Registration page of this CONTRACT. No coverage is provided for snowplow blades, components or assemblies.
- V. This CONTRACT does not cover any vehicle not using publicly maintained roads.
- W. This CONTRACT does not cover any vehicle on which the original warranty has ever been voided by the manufacturer unless Branded Title Vehicle surcharge is purchased and marked on the Registration page of this CONTRACT.
- X. This CONTRACT does not cover any vehicle that has been deemed a total loss unless the Branded Title Vehicle surcharge is purchased and marked on the Registration page of this CONTRACT. Vehicles with a title indicating that the VEHICLE'S odometer has been rolled back and / or has suffered water damage / flood damage are not eligible for coverage under this CONTRACT.
- Y. This CONTRACT does not cover any used vehicle if the date YOU purchased the CONTRACT and the date YOU purchased YOUR VEHICLE are different unless the Post-Sale Contract surcharged is purchased and marked on the Registration page of this CONTRACT. For POST-SALE CONTRACTS, MECHANICAL BREAKDOWNS occurring during the first thirty (30) days and one thousand (1,000) miles from the CONTRACT PURCHASE DATE are not COVERED REPAIRS.

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 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:** OUR obligations under **SERVICE 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 fail 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

- A. **CANCELLATION BY THE CONTRACT HOLDER:** 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 thirty (30) 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 thirty (30) 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 an administrative fee of fifty-dollar (\$50.00) or ten percent (10%) of the **CONTRACT PURCHASE PRICE**, whichever is less, 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**.
- B. **CANCELLATION BY OBLIGOR:** 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 **CONTRACT** is cancelled by the **US** within thirty (30) days of the **CONTRACT PURCHASE DATE** of the **CONTRACT PURCHASE DATE**, the refund shall be one hundred percent (100%) of the **CONTRACT** price paid. After thirty (30) days, WE will refund the unearned **CONTRACT PURCHASE PRICE** to YOU according to the pro-rata method reflecting the days in force or the mileage elapsed based on the term of the **CONTRACT** based on the term of the **CONTRACT**. If the **CONTRACT** is cancelled by **US**, WE will not impose a cancellation fee.
- C. **CANCELLATION BY THE LIENHOLDER:** 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**. If cancellation is effected by the Lienholder within thirty (30) 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 thirty (30) 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 an administrative fee of fifty-dollar (\$50.00) or ten percent (10%) of the **CONTRACT PURCHASE PRICE**, whichever is less, 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 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.

VII. 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 manufacturer maintenance requirements. If **YOU** fail to follow published manufacturer 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. 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.
- C. **WHAT TO DO IN THE EVENT OF A FAILURE AND HOW TO MAKE A CLAIM:**
 - 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 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.
 - 3. Provide the repair facility with a copy of **YOUR CONTRACT**.

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. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.
5. Provide complete cooperation in the investigation of any **MECHANICAL BREAKDOWN**.
6. 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.
7. Provide proof of maintenance upon request.
8. After the **ADMINISTRATOR** has been contacted, review with the repair facility components that will be covered by this **CONTRACT**.
9. When **YOU** pick up **YOUR VEHICLE**, review the repair order with the service manager.
10. Pay the **DEDUCTIBLE** and any other non-covered expenses, if applicable.
11. **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.
12. 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**.
13. 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.

VIII. 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.

IX. 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 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**.
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.
 - i. If an inspection is required, the Claims Advisor will arrange for the inspection. Repair facility should save all components requiring inspection, including fluids and filters. If inspection is not made within Forty-Eight (48) hours, contact the Claims Advisor.
 - c. 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 (45) days to the following address: CornerStone United, Inc., [1020 Main Ave. NW, Hickory, North Carolina 28601]. For FL **CONTRACT HOLDERS**: CornerStone United Administrative Services, 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 penalty of ten percent (10%) of the **CONTRACT** purchase price shall be added per month to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to **US**. If **YOU** cancel this **CONTRACT** after thirty (30) days of the **CONTRACT PURCHASE DATE** or **YOU** have incurred a claim, a penalty of ten percent (10%) of the unearned provider fee shall be added per month to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to **US**. The service charge is deleted and replaced with a service charge of twenty-five dollars (\$25) or ten percent (10%) of the **CONTRACT PURCHASE PRICE**, whichever is less. **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. 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.

GENERAL PROVISIONS is amended to include: RESOLUTION OF DISPUTE: If applicable, arbitration and Resolution of Disputes for Alabama Residents: Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

ALASKA

This agreement in 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 penalty of ten percent (10%) of the provider fee 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** after thirty (30) days of the **CONTRACT PURCHASE DATE** or **YOU** have incurred a claim, a penalty of ten percent (10%) of the unearned provider fee will be added per month to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to **US**. The administrative fee is deleted and replaced with an administrative fee of fifty dollar (\$50.00) or seven and half percent (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 stating the effective date and reason for cancellation at least five (5) days prior to cancellation. No applicable administrative fee if **WE** cancel this **CONTRACT**. If **WE** cancel this **CONTRACT**, a penalty of ten percent (10%) of the unearned provider fee will be added per month to a refund that is not paid within forty-five (45) days of return of this **CONTRACT** to **US**.

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. Refer to **CONTRACT** Section VII. "YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM" for Emergency Repair Instructions.

EXCLUSION L "is amended as follows: "THIS CONTRACT DOES NOT COVER ANY MECHANICAL BREAKDOWN THAT EXISTS AT THE TIME OF THE RETAIL SALE OF THIS CONTRACT UNLESS SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY US OR THE SELLING DEALER". All Exclusions are amended to include: "WHILE THE VEHICLE IS OWNED BY YOU."

CANCELLATION - is amended to include: If this **CONTRACT** is cancelled by **YOU** after thirty (30) 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 cancellation fee not to exceed ten percent (10%) of the **CONTRACT** price paid by **YOU** or fifty dollars (\$50.00), whichever is less. **WE** may cancel this **CONTRACT** for: 1) material misrepresentation by

YOU; 2) substantial breaches of contractual duties, conditions, or warranties; or 3) for non-payment of the **CONTRACT** price. The **OBLIGOR**, insurer, or its representatives may not cancel or void this **CONTRACT** for reasons which are within the knowledge and/or control of the **SELLING DEALER** or the **OBLIGOR** including, but not limited to: 1) pre-existing conditions; 2) prior use or the odometer has been tampered with prior to purchase; 3) misrepresentation by the **SELLING DEALER** or the **OBLIGOR**; 4) ineligibility for the program, including high performance and GM diesel autos.

Cancellation fee is replaced with administrative fee.

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, **YOU** may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Avenue, Suite 261, Phoenix, AZ 85007- 2630, ATTN: Consumer Protection Division.

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

OUR obligations under this **CONTRACT** are guaranteed by a reimbursement insurance policy issued by Dealers Assurance Company, Policy Number: NC108

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 sixty (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 **TERM OF COVERAGE** 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:** CornerStone United, Inc., 1020 Main Ave. NW, Hickory, North Carolina 28601, 1-866-912-2770.

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**.

FLORIDA

The rate charged for this **CONTRACT** is not subject to regulation by the Florida Office of Insurance Regulation.

GENERAL PROVISIONS, H. Transfers: is deleted and replaced as follows:

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 forty dollars (\$40.00) 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.

CANCELLATION is deleted and replaced with:

A. CANCELLATION BY THE CONTRACT HOLDER: **YOU** may cancel this **CONTRACT** by giving written notice to **US** or **SELLING DEALER**. 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 sixty (60) days of the **CONTRACT PURCHASE DATE**, a one hundred percent (100%) refund of the gross written premium will be made, less any claims paid on the **CONTRACT**. After sixty (60) 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**, less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50.00), whichever is less, 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**.

B. CANCELLATION BY OBLIGOR: **WE** may cancel this **CONTRACT** for any reason within sixty (60) days of the **CONTRACT PURCHASE DATE** and **WE** will refund one hundred percent (100%) of the gross written premium, less any claims paid. After sixty (60) days, **WE** may cancel this **CONTRACT**: a) If there has been a material misrepresentation or fraud on the Purchase; b) If **YOU** have failed to maintain **YOUR** approved **VEHICLE** as prescribed by the manufacturer; c) if the odometer has been tampered with or disabled and **YOU** have filed to repair the odometer; or d) If **YOU** do not pay the **CONTRACT** Price, in which case **YOU** will be notified of cancellation by certified mail. Any refund will be paid to **YOU** or the Lienholder, if applicable, by the **SELLING DEALER**. If **WE** cancel this **CONTRACT** after sixty (60) 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**.

C. CANCELLATION BY THE LIENHOLDER: 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. This right of cancellation does not confer ownership of this **CONTRACT** to the Lienholder or otherwise entitled the Lienholder to performance under this **CONTRACT**. If the Lienholder cancel this **CONTRACT** within sixty (60) days of the Purchase Date, a one hundred percent (100%) refund of the gross written premium will be made less any claims paid on the **CONTRACT**. After sixty (60) 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**, less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50.00), whichever is less, 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 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.

GEORGIA

The waiting period in Georgia will not exceed thirty (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 BREAKDOWN** that exists at the time of the retail sale of the **VEHICLE** and this **CONTRACT**" is deleted in its entirety.

EXCLUSION Q is amended to include: This **CONTRACT** does not cover damage to covered components due to the alteration, modification, or use of **YOUR VEHICLE** not recommended by the manufacturer that are made by **YOU** or with **YOUR** knowledge, including the use of "non-stock" or modified parts.

EXCLUSION T 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 amended as follows: **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 cancellation is effected by **YOU** within thirty (30) days of the **CONTRACT PURCHASE DATE**, the refund shall be one hundred percent (100%) of the **CONTRACT** price paid, less any claims paid. 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 days in force based on the term of the **CONTRACT** less a cancellation fee not to exceed ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00), whichever is less. 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**. The lienholder may only cancel this **CONTRACT** for nonpayment due to total loss, repossession or theft of the **VEHICLE**.

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 thirty (30) days prior to the effective date of cancellation for fraud, material misrepresentation, or nonpayment. If **WE** cancel this Service **CONTRACT**, **YOU** will receive one hundred percent (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, 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 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 **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.

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

If **YOU** have any questions regarding this **CONTRACT**, **YOU** may contact **US** by mail or by phone. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315-1000, Phone (515) 654-6600.

CANCELLATION - is amended to include: If **YOU** cancel / return the **CONTRACT** to **US** within the full refund period and no claims have been made, a ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within thirty (30) days after the return of this **CONTRACT** to **US**. The administrative fee shall be fifty dollars (\$50) or ten percent (10%) of the **CONTRACT PURCHASE PRICE**, whichever is less. If this **CONTRACT** is cancelled by **US**, **WE** will mail a written notice of termination stating the effective date and reason for cancellation to **YOU** at least fifteen (15) days before the date of cancellation.

INSURANCE - is deleted and replaced with the following: **OUR** performance under this **CONTRACT** is insured by Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 1-800-282-8913. If **WE** fail to perform or make payment due under this **SERVICE CONTRACT** within sixty (60) days after **YOU** request the performance or payment, **YOU** may request the performance or payment directly from Dealers Assurance Company at the address listed above, including any applicable requirement under this **SERVICE CONTRACT** that **WE** refund any part of the cost of this **SERVICE CONTRACT** upon cancellation of this **SERVICE CONTRACT**.

LOUISIANA

This **CONTRACT** is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints may be directed to the attorney general.

CANCELLATION- is amended to include: **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. 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 fifteen (15) 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. 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**. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check.

MAINE

CANCELLATION is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE**, **YOUR** refund will include any sales tax refund required pursuant to state law. **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 fifteen (15) days' notice of such cancellation. Mailed notice shall state the effective cancellation date and the reason for cancellation. The cancellation fee shall not exceed the lesser of fifty dollars (\$50) or ten percent (10%) of the **CONTRACT** purchase price. If a refund is due to **YOU** under this **CONTRACT**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **CONTRACT** to **US**.

INSURANCE is amended to include: Obligations of the **PROVIDER** under this service **CONTRACT** are insured under a service contract reimbursement insurance policy. If the **PROVIDER** fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within sixty (60) days after proof of loss has been filed, the **CONTRACT HOLDER** is entitled to make a claim directly against the insurance company.

MARYLAND

I. DEFINITIONS, TERM OF COVERAGES is amended to include: If the **WE** fail to perform **OUR** duties under this **CONTRACT**, the **TERM OF COVERAGE** shall be extended for the period until performance has been satisfactorily completed in accordance with the terms of this **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**.

IV. GENERAL PROVISIONS, "E. CONFORMITY TO STATUTE is deleted and replaced with the following: 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.

IV. GENERAL PROVISIONS, K. INSURANCE is deleted and replaced with the following: **OUR** performance under this **CONTRACT** is insured by Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 1-800-282-8913. If **WE** fail to perform or make payment due under this **SERVICE CONTRACT** within sixty (60) days after **YOU** request the performance or payment, **YOU** may request the performance or payment directly from Dealers Assurance Company at the address listed above, including any applicable requirement under this **SERVICE CONTRACT** that **WE** refund any part of the cost of this **SERVICE CONTRACT** upon cancellation of this **SERVICE CONTRACT**.

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

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

Section II, 3. is deleted in its entirety.

EXCLUSION L "This CONTRACT does not cover any MECHANICAL BREAKDOWN 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. If **WE** cancel this **CONTRACT** nonpayment, material misrepresentation, or substantial breach of duties by **YOU**, **WE** mail notice to **YOUR** last known address stating effective date of and reason for cancellation at least five (5) days prior to effective date of cancellation. If **WE** cancel this **CONTRACT** for any other reason, **WE** will mail notice to **YOUR** last known address stating effective date of and reason for cancellation at least fifteen (15) days prior to effective date of cancellation.

MISSISSIPPI

This is not an insurance contract.

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 **YOU** request cancellation of this **CONTRACT** within thirty (30) days and no claims have been made **YOU** will received a full refund of the **CONTRACT** price paid. A ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **CONTRACT** to **US**.

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 thirty (30) days of the purchase 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.

MONTANA

CANCELLATION is amended to include: If **WE** cancel this **CONTRACT**, **WE** will mail a written notice to **YOUR** last known address stating the effective date of and reason for cancellation at least five (5) days before cancellation; unless the reason for cancellation is nonpayment, a material misrepresentation by **YOU**, or a substantial breach of duties by **YOU**, in which case no notice is required.

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.

DEFINITIONS is amended to include: **OBLIGOR, PROVIDER:** ComerStone United, Inc., 1020 Main Ave. NW, Hickory, North Carolina 28601, 1-866-912-2770.

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

CANCELLATION - is amended as follows: 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** after thirty (30) days of the **CONTRACT PURCHASE DATE** or **YOU** have incurred a claim, a twenty five dollar (\$25) 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 cancellation 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. **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. In the event **YOU** do not receive satisfaction under this **CONTRACT**, **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

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller. 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 each month 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 **YOUR** duties 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, and **YOUR** refund is not paid or credited within sixty (60) days after the return of this **CONTRACT** to **US**, **WE** shall pay a penalty of ten percent (10%) of the purchase price of this **CONTRACT** for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this **CONTRACT** is cancelled by **YOU** after thirty (30) 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 cancellation fee not to exceed ten percent (10%) of the **CONTRACT** price or fifty dollars (\$50.00), whichever is less. **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 sixty (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 thirty (30) days after **YOUR** cancellation request to **US**, a ten percent (10%) penalty will be added to the refund for each month 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 fifteen (15) 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 **YOUR** duties relating to the covered product or its use.

NORTH CAROLINA

CANCELLATION - is amended to include: The administrative fee is deleted and replaced with an administrative fee of fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, 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 US.**

ARBITRATION - is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

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** within thirty (30) 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. If cancellation is effected by **YOU** after thirty (30) days from the **CONTRACT PURCHASE DATE**, **YOUR** refund shall be based on the greater of (1) ninety percent (90%) of the unearned pro rata provider fee, less claims paid, reflecting the greater of the days in force or the mileage elapsed based on the term of the **CONTRACT**, or (2) one hundred percent (100%) of the unearned pro rata provider fee, reflecting the greater of the days in force or the mileage elapsed based on the term of the **CONTRACT**, less a cancellation fee of fifty dollars (\$50.00), less claims paid. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check. If **WE** or the Lienholder cancel this **CONTRACT**, the pro-rata refund will be one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. 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. Coverage afforded under this **CONTRACT** is not guaranteed by the Oklahoma Insurance Guaranty Association

OREGON

DEFINITIONS is amended to include: **OBLIGOR**: CornerStone United, Inc., 1020 Main Ave. NW, Hickory, North Carolina 28601. All coverage and benefits provided under this **CONTRACT** are guaranteed by the **OBLIGOR**, CornerStone United, Inc.

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 **WE** cancel this **CONTRACT**, **WE** will mail notice of cancellation to **YOUR** last known address stating effective date of and reason for cancellation at least fifteen (15) days before effective date of cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach.

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.

This **CONTRACT** is administered by CornerStone United, Inc., License #150.

CANCELLATION - is amended to include: If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE**, this **CONTRACT** shall be void and a one hundred percent (100%) refund of the **CONTRACT** Price, less any claims paid, will be made. A ten percent (10%) penalty per month shall be added to any refund 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. If this **CONTRACT** is cancelled by **US**, we shall mail written notice of cancellation, including effective date and the reason for the cancellation before the fifth day preceding the effective date of cancellation.

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. Purchase of this product is optional and is not required in order to finance, lease, or purchase a motor vehicle.

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 amended to include: **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 thirty (30) 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 thirty (30) 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 service charge of fifty dollars (\$50.00) or ten percent (10%) of the **CONTRACT PURCHASE PRICE**, whichever is less, 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 thirty (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.

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

If any promise made in the **CONTRACT** has been denied or has not been honored within sixty (60) days after **YOUR** request, **YOU** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

DEFINITIONS - WE, US, and OUR is amended to include **SERVICE CONTRACT PROVIDER**.

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 in 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** or the Lienholder 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 service charge of twenty-five dollars (\$25.00) or ten percent (10%) of the **CONTRACT PURCHASE PRICE**, whichever is less. 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 sixty (60) days, the **VEHICLE** automatically qualifies, and the **PROVIDER** may only cancel this **CONTRACT** based on one or more of the following reasons: (A) non-payment of the **CONTRACT PURCHASE PRICE**; or (B) a material misrepresentation or fraud in obtaining this **CONTRACT** or in the submission of a claim. 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 days the **CONTRACT** was in force or the number of miles the **VEHICLE** was driven prior to cancellation. 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 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: **OUR** 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.

Section VII. YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM, A. MAINTENANCE REQUIREMENTS is deleted and replaced with the following: **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.**

Please Initial, Sign and Date the Following:

I understand:

The **"TERM OF COVERAGE"** section on page two (2). The **"COVERAGE"** section on pages two (2) through four (4) on this **CONTRACT**. The **"MAINTENANCE REQUIREMENTS"** section on page five (5) on this **CONTRACT**. The **"CANCELLATION"** section on page five (5) 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 _____

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

INSURANCE - is deleted and replaced with the following: **OUR** obligations under this **CONTRACT** are guaranteed under a policy of insurance issued by Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, (800) 282-8913. Should **WE** fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, or if **WE** becomes insolvent or otherwise financially impaired, **YOU** are entitled to make a claim with the insurer for reimbursement at the address noted above.

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 as follows: The administrative fee shall be fifty dollars (\$50) or ten percent (10%) of the **CONTRACT PURCHASE PRICE** paid by **YOU**, whichever is less. **WE** may only cancel this **CONTRACT** for: (1) non-payment of the **CONTRACT** price; (2) material misrepresentation by **YOU** to **US**; or (3) substantial breach of duties by **YOU** relating to the covered **VEHICLE** or its use. If **WE** cancel this **CONTRACT**, prior written notice of cancellation will be sent to **YOUR** last known address at least five (5) days prior to cancellation by **US**. Prior notice shall state the effective cancellation date and the reason for cancellation.

CANCELLATION - is amended to include: If **YOU** cancel / return the **CONTRACT** to **US** within the full refund period and no claims have been made, a ten percent (10%) penalty of the outstanding amount per month will be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **CONTRACT** to **US**. In the event of a total loss of the **VEHICLE** covered by this **CONTRACT** that is not covered by a replacement of the **VEHICLE** pursuant to the terms of the **CONTRACT**, **YOU** shall be entitled to cancel the **CONTRACT** and receive a pro-rata refund of the unearned **CONTRACT** price, less any claims paid.

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.

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** 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. The provider of the service covered by this **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 covered by this **CONTRACT** 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.

ARBITRATION - is deleted and replaced with the following: At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.

Sample