

VEHICLE SERVICE CONTRACT BOOKLET

This booklet contains the Service Contract Terms and Conditions which are for the sole benefit of the Purchaser named on the attached Contract Information Register. The original Contract Information Register combined with this booklet creates a binding Service Contract between the parties named herein.

DEFINITIONS

Throughout this **SERVICE CONTRACT** certain words and phrases are used that have special meanings. These terms appear in boldface type. Their meanings are listed below:

- **ADMINISTRATOR OBLIGOR, ADMINISTRATOR** means the company identified on the **CONTRACT INFORMATION REGISTER**, which is obliged to perform under this **SERVICE CONTRACT**.
- **CONTRACT INFORMATION REGISTER** refers to the document that must be completed in its entirety and attached to this **SERVICE CONTRACT BOOKLET** in order to form a binding **SERVICE CONTRACT**.
- **CONTRACT** or **SERVICE CONTRACT** means this **SERVICE CONTRACT**.
- **COST(S)** means the usual and fair charges for parts and labor to repair or replace the **COVERED PARTS**.
- **COVERED PART** or **COVERED COMPONENT** means any part of the **VEHICLE** listed herein as a **COVERED PART/COMPONENT** and not excluded from the **SCHEDULE OF COVERAGE**.
- **DEDUCTIBLE** means the amount **YOU** are required to pay, as shown on the **CONTRACT INFORMATION REGISTER**, per repair visit for covered **MECHANICAL BREAKDOWNS**.
- **FINANCE COMPANY** refers to the company identified on the **CONTRACT INFORMATION REGISTER** of which has provided financing for the purchase of this **SERVICE CONTRACT**.
- **LICENSED REPAIR FACILITY** or **REPAIR FACILITY** means any automotive **REPAIR FACILITY** that has been licensed by the state in which they reside to perform automotive repairs.
- **LUBRICATED PARTS** or **COMPONENTS** means a part that requires lubrication to perform its function.
- **MECHANICAL BREAKDOWN** or **FAILURE** means the inability, because of a defect or faulty workmanship, of any **COVERED COMPONENT** that has received maintenance as outlined in this **SERVICE CONTRACT**, to perform the function or functions for which it was designed. Defective part means a part that, under normal service and use, fails to perform the function or functions for which it was designed due to the permanent and inherent condition of the part, but not due to abnormal wear and tear. A worn part must be outside of allowable tolerance as prescribed by the manufacturer of the part or **Vehicle** in order to be deemed failed.
- **SCHEDULE OF COVERAGE** means the section of this **CONTRACT**, which lists the coverage provided to **YOU** for **YOUR VEHICLE** under this **CONTRACT**.
- **SELLING COMPANY** refers to the entity identified on the first page of this **CONTRACT** from which **YOU** purchased this **SERVICE CONTRACT**.

- **SERVICE CONTRACT** or **CONTRACT** means this **SERVICE CONTRACT BOOKLET** along with the completed **INFORMATION REGISTER** that together form a binding **SERVICE CONTRACT**.
- **WE, US,** and **OUR** means the **ADMINISTRATOR OBLIGOR**.
- **YOU, YOUR** and **CONTRACT HOLDER,** means the Purchaser shown on the **CONTRACT INFORMATION REGISTER** or the person to whom this **CONTRACT** was properly transferred.
- **VEHICLE** means the **VEHICLE** covered by this **CONTRACT** as described on the **CONTRACT INFORMATION REGISTER**.

ADDITIONAL BENEFITS

Rental Car: During the time when **Your Vehicle** is being repaired at an authorized **Licensed Repair Facility** for the **Failure** of a **Covered Part,** **You** may qualify for rental car reimbursement of up to \$30 per day, with a 5-day maximum, not to exceed \$150 per occurrence. The rental vehicle must be rented from a licensed auto rental facility. In determining the amount due under this rental coverage, factory or other accredited flat-rate manuals will be used to determine the repair time. This time specifically excludes downtime waiting for parts or other delays beyond the control of the dealer or **Licensed Repair Facility**. The labor time used to determine the amount of the rental reimbursement will be 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days, etc. Rental car reimbursement will not continue beyond the day that repairs are completed and **You** are notified of completion, call 1-866-444-1598 for rental authorization.

24 HOUR ROADSIDE ASSISTANCE: To receive emergency roadside assistance **You** must call 1-800-832-3840 (for dispatch of service only). Emergency roadside assistance consists of a tow or winch out service, jump start, change a flat tire with **Your** inflated spare, and/or delivery of fuel and lock out assistance in gaining entry to the passenger compartment of the **Vehicle** only. **Cost of fuel and key cutting/replacement are NOT COVERED. Theft, vandalism and accident related incidents are NOT COVERED.** Benefits are limited to a maximum of \$80.00 per incident.

Trip Interruption: In the event of a covered **Mechanical Breakdown** which occurs more than 100 miles from **Your** home and results in a **Licensed Repair Facility** keeping **Your Vehicle** overnight, the **Administrator** will reimburse **You** for motel and meal expenses not to exceed \$75.00 per day for up to three (3) days. The maximum benefit per occurrence is \$225.00. Verifiable, legible receipt(s) must be presented. No hand written receipts will be accepted. The Trip Interruption benefit is only available where allowed by law.

WHAT IS COVERED

In accordance with the selected coverage on the front of this **Contract,** only those items listed under the following specified coverage are covered. At the sole discretion of the **Administrator,** replacement of any part may be made with new parts, remanufactured parts or with parts of like kind and quality at the time of **Mechanical Breakdown.**

POWERTRAIN COVERAGE

Includes the following items only:

ENGINE

All internally **Lubricated Parts**; Oil Pump; Distributor Shaft and Housing; Harmonic Balancer; Valve Covers; Timing Cover; Water Pump; Fuel Pump; Intake manifold. Engine Block and Heads are only covered if damaged by the **Failure** of an internally **Lubricated Part**.

* **TURBOCHARGER/SUPERCHARGER**

All internally **Lubricated Parts**; Housing is only covered if damaged by the **Failure** of an internally **Lubricated Part**.

TRANSMISSION (Automatic or Standard)

All internally **Lubricated Parts**; Torque Converter; Vacuum Modulator. Covers, Pans and Cases are only covered if damaged by the **Failure** of an internally **Lubricated Part**.

* **FRONT AND REAR DIFFERENTIAL ASSEMBLIES**

All internally **Lubricated Parts**; Axle shafts; Constant Velocity Joints. The Differential Case is only covered if damaged by the **Failure** of an internally **Lubricated Part**.

* **TRANSFER CASE**

All internally **Lubricated Parts**. The Transfer Case Housing is only covered if damaged by the **Failure** of an internally **Lubricated Part**.

SEALS AND GASKETS

Seals and Gaskets are covered for the following assemblies: Engine; Turbocharger/Supercharger; Transmission; Front and Rear Differential Assemblies; Transfer Case.

* A SURCHARGE IS REQUIRED FOR COVERAGE ON THE FOLLOWING ITEMS: TURBOCHARGER/SUPERCHARGER, FRONT DIFFERENTIAL ASSEMBLY, AND TRANSFERCASE.

STANDARD COVERAGE

Includes Powertrain Coverage above plus the following items only:

STEERING

Manual and Power Steering Gear Assembly; Control Valve and Rack Assembly; Power Steering Pump; Steering Column Main and Intermediate Shafts; Power Steering Cooler; Pitman Arm; Idler Arm; Tie Rod Ends; Couplings; Drag Link.

FRONT SUSPENSION

Upper and Lower Control Arms, Control Arm Shafts and Bushings; Upper and Lower Ball Joints; Stabilizer Shaft Linkage and Bushings; Spindles and Spindle Supports.

BRAKES

Master Cylinder; Power Assist Booster and Valve; Wheel Cylinders; Calipers; Combination Valve; Steel Lines and Fittings; Self Adjusters; Parking Brake Linkage and Cables. **Note:** This level of coverage does not include ABS systems.

ELECTRICAL

Alternator and Voltage Regulator; Starter Motor, Starter Drive, and Starter Solenoid; Front Wiper Motor including Internal Circuit Board, Relay and Delay Switch; Manually Operated Switches; Wiring Harnesses.

FACTORY AIR CONDITIONING AND HEATING

Compressor; Clutch; Coil and Pulley; Orifice Tube; Condenser; Evaporator.

SEALS AND GASKETS

Seals and Gaskets are covered for the following assemblies: Steering; Front Suspension; Brakes (Other than ABS systems); and Factory Air Conditioning Components listed above.

HIGH-TECH COVERAGE

Includes Powertrain & Standard Coverage above plus the following items only:

FRONT AND REAR SUSPENSION

McPherson Struts; Shackle Bushings and Eye Bushings; Springs; Torsion Bars and Bushings; Wheel/Axle Bearings and Seals; Automatic Leveling Unit Compressor, Sensor and Limiter Valve.

ELECTRICAL

Rear Wiper Motor; Heater Blower Motor; Factory Installed Sunroof Motor; Convertible Top Motor; Power Antenna (Motor only); Remote Keyless Entry Module; Cruise Control Servo, Module and Transducer; Compass; Thermometer; Electronic Control Module; Oxygen Sensor; Ignition Module; Igniter; Electronic Instrument Cluster and Circuit Board; Power Window Motors/Regulators; Power Door Locks; Power Seat Motors; Speedometer Head.

ANTI-LOCK BRAKES (ABS)

Electronic Control Unit; Anti-Lock Computer Module; Wheel Speed Sensors/Exciters; Proportioning Valves; High Pressure Hydraulic Pump; Electro-Hydraulic Proportioning Control Valves; Accumulator.

FACTORY AIR CONDITIONING AND HEATING

Expansion Valve; Dryer Tank; Accumulator; POA Valve; Hi-Low Pressure Cut Off Switch; Ducts and Outlet Hoses; Automatic Temperature Control Programmer

COOLING

Radiator; Fan Clutch and Fan; Cooling Fan Motors; Heater Core.

FUEL DELIVERY

Fuel Injector Metering Pump; Fuel Injectors; Fuel Distributor; Diesel Injection Pump; Metal Fuel Lines; Fuel Sending Unit.

INTERIOR/EXTERIOR

Glove Box Door and Hinge; Seat Tracks; Interior and Exterior Door Handles; Door Hinges; Map/courtesy Light Assembly; Hood and Trunk Gas Struts.

SEALS AND GASKETS

Seals and Gaskets are covered for the following assemblies: Front and Rear Suspension, Anti-Lock Brakes; Factory Air Conditioning and Heating; Cooling System and Fuel System.

COMPREHENSIVE COVERAGE

If **You** selected comprehensive Coverage, this **Contract** will cover any **Mechanical Breakdowns** except for those as explained in the items listed under the section "What Is Not Covered".

WRAP COVERAGE

If **You** selected Wrap Coverage, this **Service Contract** will cover necessary repairs to ALL of **Your Vehicle's** mechanical and electrical parts, except those items listed under "What Is Not Covered" in this **Service Contract** and specifically excludes all components listed for coverage by the manufacturer's Powertrain warranty. Wrap policies are non-transferable unless original term factory Powertrain Coverage is transferable, and is transferred along with this **Service Contract**.

WHAT IS NOT COVERED

Not covered: incidental and consequential damage or loss caused by the Breakdown of a Covered Component (or otherwise) including property damage, personal injury, and loss of Vehicle use. In addition, based on the coverage You selected on the front page of this Contract any Covered Part not specifically listed under the "What is Covered" section above is not covered. This Contract does not apply:

1. To repairs or replacements not authorized in advance by the Administrator.
2. To repairs or replacements of Vehicle Components which were not operating properly in accordance with manufacture's specification at the time of sale of this Contract or if the manufacturer has "branded" the title (canceled the factory warranty).
3. To gradual reduction in operating performance: Valves, valve guides, valve seals, and/or piston rings are not covered if the purpose of such is simply to raise the engine's compression, performance, or to reach acceptable oil consumption.
4. To any Mechanical Breakdown or Failure resulting from aftermarket components or modifications whether said components or modifications existed prior to, or after, the sale date of this Service Contract.
5. To any Vehicle fitted with snowplow equipment or that is used for plowing snow.
6. To any part or repair or replacement thereof while covered by insurance or a manufacturer's warranty or recall program, except in the event of additional rights of recovery acquired by the Contract Holder subsequent to any payments made to the purchase pursuant to this Contract Holder's right of recovery against any person or organization and the Contract Holder shall do whatever is necessary to secure such rights. The Contract Holder shall do nothing to prejudice such rights.
7. If the odometer has been tampered with, altered, disconnected or not maintained in working order. Contract Holder may be required to provide proof of odometer reading at time of sale of this Contract. Misrepresentation of the odometer reading at the time of effective coverage may render this Service Contract void and of no force or effect.
8. To any Mechanical Breakdown or Failure caused by (i) normal and abnormal wear and tear; (ii) Failure to service the Vehicle as recommended by the manufacturer or as required by this Contract; (iii) overheating, regardless of the cause of overheating, or resulting from contamination or inadequate amounts of coolant, lubricants or fluids; (iv) competitive driving or racing; (v) pulling a

trailer with a gross vehicle weight in excess of 1,500 pounds (unless the Vehicle is equipped as recommended by the manufacturer). (vi) accidental loss or damage, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion, or (vii) OWNER OR DRIVER NEGLIGENCE OR MISUSE, WHICH SHALL INCLUDE OPERATION OF THE VEHICLE AFTER THE FAILURE OF ANY COVERED PART (THE NORMAL OPERATION OF WHICH IS REQUIRED TO MAINTAIN SAFE ENGINE OPERATING TEMPERATURES).

9. To batteries, battery cables, safety restraint system (including air bags), exhaust system, catalytic converter, wheels, fuses, light bulbs, sealed beams, HID headlamp systems, lenses, and/or cellular phones.
10. To non-original Vehicle manufacturer electronic components including the following: audio/video equipment and accessories (DVD systems or any other type of video viewing devices), navigational systems, security systems and electronic transmitting devices.
11. To the following (unless required in connection with repairs or replacements covered hereunder): adjustments, alignments, engine tune-ups, oil, fluids, greases, lubricants, or freon.
12. To maintenance services and parts described in the manufacturer's maintenance schedule for the Vehicle. **NOTICE:** During the period covered by this Service Contract it may become necessary to: (a) Replace spark/glow plugs, wiper blades, emission control valves, brake and clutch linings, pressure plate, throw-out and pilot bearings, slave cylinder, brake drums or rotors, hoses, molded rubber or rubber-like items, timing belts, or filters. (b) Adjust carburetor, ignition, transmission bands, belts or clutch system. (c) Clean fuel and cooling systems, or remove sludge or carbon deposits. (d) Maintain or replace items not specifically covered under this Service Contract. These services and replacements are required because of normal wear and use and are the Contract Holder's (Your) responsibility. Costs for these services and parts are not covered by this Service Contract.
13. To shop supplies, materials charge, hazardous waste charges, diagnosis time (where a covered Mechanical Breakdown has not occurred), or storage charges.
14. To rust damage or body repair, convertible/vinyl tops, body sheet metal or panels, bumpers, outside ornamentation, frame and structural body parts, paint, tires and wheels/rims, air and water leaks, wind noise, weather strips, squeaks and rattles, interior upholstery or trim, carpet, glass, shock absorbers, bolts, nuts, or fasteners.
15. If the Vehicle is used for taxi, delivery, shuttle, emergency, commercial (unless the commercial surcharge is offered and paid at the time of sale), towing, or rental purposes.
16. To losses resulting from delays or Failures caused by acts of God, labor strikes or other causes beyond the control of the Administrator, loss of time, inconvenience or loss of use of the Vehicle.

17. To Covered Parts which a Licensed Repair Facility may recommend replacing, but which have not experienced a Mechanical Breakdown as defined in the "Definitions" section of this Service Contract.
18. To damages to Covered Components caused by, or resulting from, the Failure of a non-covered component or damages to a non-covered component caused by, or resulting from, the Failure of a Covered Component.
19. To repairs or replacements made outside the United States or Canada or if the Vehicle is registered outside the United States or Canada.

GENERAL PROVISIONS

This **Contract**, which includes the **Contract Information Register**, is between **You** and **Us**, and is subject to all the Terms and Conditions contained herein.

Contract Term

New Vehicle: New Vehicle Terms are measured from the contract sale date and zero (0) miles. However, all terms assigned to WRAP coverage are measured from the vehicle in-service date and zero (0) miles.

Used Vehicle: Used Vehicle Terms are measured from the contract sale date and the odometer reading at the time of **Contract** sale.

Note: New, Used and WRAP terms will end when the allotted time has elapsed or the vehicle has traveled the allotted miles, whichever occurs first.

Coverage

The coverage afforded **You** for **Your Vehicle** is determined by the information noted on the **Contract Information Register** and more fully described in the **Schedule Of Coverage** and this **Contract**. We will repair, replace, or reimburse **You** for reasonable **Costs** for parts and labor to repair or replace any of the **Covered Parts** listed in the What is Covered section, which causes a **Mechanical Breakdown**, provided **You** contact the **Administrator** for authorization prior to any such repair or replacement being made to **Your Vehicle**. The repair may be completed with parts of like quality and kind commensurate with the age and odometer reading of **Your Vehicle** at the time of **Mechanical Breakdown** or with remanufactured or new parts, at the discretion of the **Administrator**.

Limit of Liability

Per Repair Visit – **Our** liability for any one (1) repair visit shall in no event exceed the Actual Cash Value (ACV) of **Your Vehicle** at the time of said repair visit (not including tax, title, license or any other fee). Actual Cash Value (ACV) means the current N.A.D.A. published clean trade-in value of **Your Vehicle** on the date of loss, taking age, condition and mileage into consideration.

Aggregate

The total of all benefits paid or payable while this **Contract** is in force shall not exceed the retail price **You** paid for **Your Vehicle** (excluding tax, title and license fees). However, if **You** are the second **Contract Holder**, (i.e. this **Contract** was transferred to **You** under the Transfer Provisions contained herein), the total of all benefits payable under this **Contract** is limited to the price **You** paid for **Your Vehicle** less the total amount of claims paid prior to the date of transfer. In either of the above instances, a copy of the Bill of Sale may be requested for verification.

Deductible

In the event of a **Mechanical Breakdown** covered by this **Contract**, **You** will be required to pay the **Deductible** amount that **You** have selected on the **Contract Information Register**.

Transferring Coverage

If **You** sell the covered **Vehicle**, or there is any other change in the ownership of **Your Vehicle**, this **Contract** will terminate. **You** may apply for a transfer of the remaining coverage under this **Contract** to the new owner. Within fifteen (15) days of the change in **Contract** ownership, **You** must notify the **Selling Dealer** or **Administrator** in writing of **Your** request to transfer this **Contract**. **You** must include a transfer fee of \$50.00 and the following:

1. Name and address of the purchaser.
2. A copy of the bill of sale or sales **Contract** showing the date and mileage of **Your Vehicle** at the time of sale.
3. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance.
4. Proof of **Your** transferred coverage under any remaining manufacturer's warranty to the purchaser of **Your Vehicle**.

The **Administrator** has the discretion to approve or reject a request for transfer at their discretion. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and is subject to the maintenance requirements as specified in this **Contract**. Note: This **Contract** may not be transferred more than once, may not be transferred to another vehicle, and may not be assigned to a new or used vehicle dealer or anyone other than an individual purchasing **Your Vehicle** for personal use.

In the event of a repossession or total loss of **Your Vehicle**, the rights under this **Service Contract** shall immediately terminate.

Cancellation of Your Contract

You hereby authorize the **Finance Company** to: 1) be listed as joint payee and receive any refund due in the event this **Contract** is canceled, or 2) to cancel this **Contract** in the event that **You** default in **Your** obligations to such company. If **Your Vehicle** has been repossessed, declared a total loss or **You** give notice of cancellation, this **Contract** will terminate. **You** may cancel this **Contract** at any time by notifying the **Administrator** in writing of **Your** intent to cancel. **You** must also send the **Administrator** this **Contract** and a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** at the date of the request. If this **Contract** is canceled within the first thirty (30) days, **You** will receive a full refund. If this **Contract** is cancelled after the first thirty (30) days, **Your** refund will be determined by multiplying the amount **You** paid for this **Contract** by the lesser of the ratio determined by:

- a) the number of in-force days remaining for the **Contract** compared to the original term of the **Contract**, or
- b) the remaining number of covered miles under the **Contract** as compared to the original number of covered miles under the **Contract**.

If there is no **Finance Company**, the refund, less a cancellation fee, will be paid to **You**. If there is a **Finance Company**, the refund less a cancellation fee will be paid to the **Finance Company**. If the **Contract** is canceled, the **Administrator** may retain a cancellation fee of \$50.00.

Note: A transferred **Contract** is not eligible for cancellation refunds. This **Contract** is non-renewable.

Cancellation by the **Administrator:** This **Contract** is non-cancelable by the **Administrator**.

CONTRACT HOLDER'S RESPONSIBILITY

Our Rights to Recover Payment

If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

Territory

This **Contract** applies to **Mechanical Breakdowns** that occur, and repairs that are made, within the United States of America or Canada only.

Maintenance Records and Receipts: **You** must have **Your Vehicle** serviced according to the maintenance schedule outlined in the owner's manual published by the **Vehicle's** manufacturer or other similar manual providing the same servicing information for **Your** make and model **Vehicle**. The records and receipt must clearly identify **You**, the **Vehicle** with the Vehicle Identification Number (VIN), the service date, mileage at time of service, the description of the service provided, the name, address and telephone number of the service provider. Failure to provide verifiable receipts of required maintenance may result in the denial of coverage.

NOTE: Hand written receipts will not be accepted.

Maintenance Requirements: **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual.

NOTE: **Your Vehicle** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of coverage.

State Taxes

The payment of sales tax on covered repairs will be made in accordance with the regulations of the Taxing Authority in the state where **Your** approved **Vehicle** has been repaired.

Filing a Claim

If **Your Vehicle** incurs a **Mechanical Breakdown**, **You** must take the following steps to file a claim:

1. **Prevent Further Damage** – Take immediate action to prevent further damage. This **Contract** will not cover the damage caused by not securing a prompt repair of the failed **Covered Component**.
2. **Take Your Vehicle to a Licensed Repair Facility** – If **Your Vehicle** breaks down, take it to any **Licensed Repair Facility** that is willing to make repairs within the terms and conditions of this **Vehicle Service Contract**.
3. **Provide the Licensed Repair Facility with a copy of Your Contract and/or Your Contract number.**
4. **Obtain Authorization from the Administrator** – Prior to teardown or any repair being made, instruct the service advisor at the **Licensed Repair Facility** to contact the **Administrator** to obtain authorization. Any claim for repairs without prior authorization will not be covered. **We** can be contacted Monday through Friday, 7:00 a.m. to 7:00 p.m. and

Saturday, 8:00 a.m. to 2:00 p.m. Central Standard Time at 1-866-444-1598. For **EMERGENCY REPAIRS** (non-business hours only), after the **Licensed Repair Facility** has diagnosed the problem, have **Your Contract** number available and call 1-866-444-1598 on the next business day.

5. **Authorize Teardown and/or Inspection** – In some cases, **You** may need to authorize the **Licensed Repair Facility** to inspect and/or teardown **Your Vehicle** in order to determine the cause and the cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repairs being made.

6. **Review Coverage** – After the **Administrator** has been contacted, review with the Service Advisor or Manager what will be covered by this **Contract**.

7. **Pay Any Applicable Deductible** – **We** will reimburse the **Licensed Repair Facility** or **You** for the **Cost** of work performed on **Your Vehicle** that is covered by this **Contract** and previously authorized by **US**, less any **Deductible**. Once authorization is obtained, and the repair is complete, all repair orders and documentation must be submitted to the **Administrator** within thirty (30) days in order to be eligible for payment. **You** must also pay for any repair or service that was not covered by the **Contract**.

NOTE: This **Contract** gives **You** specific legal rights and **You** may have other rights, which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to **You**.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

(Revised 06/01/2009)

FASC-CUS03-4

THIS CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING STATE REQUIREMENTS AND DISCLOSURES:

ALABAMA

The cancellation section of this **Service Contract** is amended to include the following: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You** and receive a full refund of the **Contract** price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a 10% penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract** to **Us**. If **You** cancel this **Contract** after the initial full refund period has expired, **We** will deduct a cancellation fee of \$25.00 from any refund otherwise due.

ARIZONA

We may not cancel this **Service Contract** or void coverage under this **Service Contract** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) pre-existing conditions, (3) prior use or unlawful acts relating to the covered **Vehicle**, (4) **Our** misrepresentation, and (5) ineligibility of the **Vehicle** for coverage under the program. For purposes of the foregoing sentence, the words **We** and **Our** refer to the **Administrator Obligor** and all representatives, assignees, and subcontractors of the **Administrator Obligor**. Cancellation: **You** will be refunded on a pro-rata basis with no deduction for a claim incurred or paid under this **Service Contract**.

Within the "What Is Not Covered" section of this **Contract**, it is amended as follows:

"If the odometer has been tampered with, altered, disconnected or not maintained in working order. The **Contract Holder** may be required to provide proof of the odometer reading at the time of sale of this **Contract**. The following are deleted in their entirety from the contract – "**Contract Holder** may be required to provide proof of odometer reading at time of sale of this **Service Contract**. Misrepresentation of the odometer reading by the **Contract Holder** at the time of effective coverage may render this **Service Contract** void and of no force or effect."

CONNECTICUT

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.

You have a right to cancel this **Service Contract** if **You** return the **Vehicle**; the **Vehicle** is sold, lost, stolen or destroyed. If this **Service Contract** is for less than one year of coverage, this **Contract** will be extended while **Your Vehicle** is being repaired. This **Service Contract** does not include in-home service. The costs of transporting the **Vehicle** will not be paid for by the contract provider.

GEORGIA

This **Contract** is amended as follows: Sludge build-up is removed from any and all exclusions herein.

Exclusions are amended as follows: "If any alterations have been made to **Your Vehicle** by **You** or with **Your** knowledge or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer. Damage to the **Vehicle** caused by collision, misuse, road conditions, negligence, alterations, lift kits, oversize tires, rims, racing" There is no coverage if the **Covered Components** have been tampered with or altered after the original equipment manufacturer (OEM) installation to **Your Vehicle** by **You** or while owned by **You**.

Exclusions are amended as follows: "To any **Mechanical Breakdown** or failure resulting from aftermarket components or modifications made by **You** or with **Your** knowledge"

Exclusions are amended as follows: "If the odometer has been tampered with, altered, disconnected or not maintained in working order while owned by **You**. **Contract Holder** may be required to provide proof of odometer reading at time of sale of this **Contract**. Misrepresentation of the odometer reading at the time of effective coverage will result in denial of coverage under this **Service Contract**"

This **Contract** is amended as follows: "For cancellations by the **Contract Holder**, refunds will be issued above the customary short rate. Cancellation/administrative fees and claims paid will not be deducted from any refunds"

IDAHO

Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

The **Administrator Obligor** is Dealers Alliance Corporation, a New Mexico Corporation, located at 2400 Louisiana Blvd. NE, Albuquerque, NM 87110, 1-800-634-4333.

The following sentence is added to either the Exclusions section or the What is Not is Covered section (whichever is applicable): This **Service Contract** does not apply to any **Mechanical Breakdown** or **Failure** caused by (i) normal and abnormal wear and tear.

The Cancellation section of this **Contract** is amended as follows: If the **Contract** is cancelled, the **Administrator** may retain a cancellation fee not to exceed the lesser of 10% of the **Service Contract** price or fifty (\$50.00) dollars.

INDIANA

Your proof of payment to the **Selling Company** 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 the **Administrator** by mail or by phone. Refer to the application for the **Administrator's** address and toll-free number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319-0065.

The cancellation section of this **Contract** is amended to include the following: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You** and receive a full refund of the **Contract** price provided no claim has been made under the **Contract**. If this **Contract** was delivered to **You** at the time of sale, **You** may cancel this **Contract** within ten (10) days after the date of the **Contract**

and receive a full refund of the **Contract** price provided no claim has been made under the contract. If a full refund is due to **You** under this **Contract**, a 10% penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Contract** to **Us**.

MARYLAND

The cancellation section of this **Contract** is amended to include the following: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You** and receive a full refund of the **Contract** price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a 10% penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract** to **Us**.

MASSACHUSETTS

NOTICE TO **CONTRACT HOLDER**: PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE **YOUR VEHICLE**. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM **YOU** OF ANY WARRANTIES, AVAILABLE TO **YOU** WITHOUT THIS **CONTRACT**.

MINNESOTA

Section 325F.662 of the Minnesota Statutes requires the selling dealer to provide **You** with an express warranty of a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to you by the dealer. Any loss covered under the dealer's express warranty furnished pursuant to Section 325.F.662 is excluded from coverage under this **Contract** during the term of the express warranty unless the dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this **Contract**. If **You** purchased a used **Vehicle**, upon request and payment of \$10.00 (If the fee exceeds \$10.00, We will confirm actual price charged by the manufacturer to replace owner's manual), the **Administrator** will provide a copy of the owner's manual to **You**.

There is no exclusion for pre-existing conditions, normal wear and tear or repairs caused to a **Covered Part** by a non-covered part or by "consequential" damage from a non-covered part. Exclusion of coverage for odometer tampering in any form applies only if it occurs and **You** fail to repair while the **Vehicle** is owned by **You**. "Misrepresentation of the odometer reading at the time of effective coverage may render this **Service Contract** Void and of no force or effect." is deleted in its entirety. There is no exclusion for repairs or replacements of motor **Vehicle** components which were not operating properly in accordance with Manufacturer's specifications at the time of sale of this **Service Contract** or if the manufacturer has "branded" the title (cancelled the factory warranty).

MISSOURI

The cancellation section of this **Contract** is amended to include the following: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You** or within 10 days if the **Contract** is delivered at the time of sale and receive a full refund of the **Contract** price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a 10% penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Contract** to **Us**. A written notice will be mailed to the **Contract Holder** within fifteen (15) days of the date of cancellation by the **Contract Holder**. This **Contract** is non-renewable.

The What To Do In The Event Of A Breakdown provision is amended by adding the following: In the event of an emergency situation essential to public health, safety or welfare and the **Administrator** cannot be reached, proceed with repairs. But, payment will be made in accordance with the **Contract** and as soon as reasonably possible, **You** should report the repairs to the **Administrator**.

NEVADA

The cancellation section of this **Contract** is amended to include the following: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You** and receive a full refund of the **Contract** price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a 10% penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract** to **Us**. This **Contract** is non-renewable.

NEW HAMPSHIRE

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the application for the **Administrator's** address and toll-free number. New Hampshire residents only may also contact the New Hampshire Insurance Commissioner at the following address: New Hampshire Insurance Department, 21 Fruit Street, Suite 14, Concord, New Hampshire 03301. Transfer fees are not permitted.

NEW MEXICO

The cancellation section of this **Contract** is amended to include the following: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You** and receive a full refund of the **Contract** price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a 10% penalty per month will be added to the refund if it is not made within sixty (60) days of return of the **Contract** to **Us**.

NEW YORK

The cancellation section of this **Contract** is amended to include the following: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You** and receive a full refund of the **Contract** price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a 10% penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Contract** to **Us**.

OKLAHOMA

This **Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Contract** will not be honored by such manufacturer or wholesale company. All refunds payable to **You** under this **Contract** in the event **You** cancel this **Contract** shall be payable to **You** and any **Finance Company** as **Your** respective interests may appear.

If **Your Vehicle** has been repossessed, declared a total loss or **You** give notice of cancellation, this **Contract** will terminate. **You** may cancel this **Contract** at any time by notifying the **Administrator** in writing of **Your** intent to cancel. **You** must also send the **Administrator** this **Contract** and a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** at the date of the request. If this **Contract** is canceled within the first thirty (30) days, **You** will receive a full refund. If this **Contract** is canceled after the first thirty (30) days, **Your** refund will be determined by multiplying the amount **You** paid for this **Contract** by the lesser of the ratio determined by (a) the number of in-force days remaining for the **Contract** compared to the original term of the **Contract**, or (b) the miles of remaining coverage under the **Contract** as compared to the original terms of the **Contract**. If there is no **Finance Company**, the refund will be paid to **You**. If there is a **Finance Company** the refund will be paid to the **Finance Company**. If the **Contract Holder** elects cancellation, refund will be based upon ninety percent (90%) of the unearned pro rata premium. **Note:** Transferred **Contracts** are not eligible for cancellation refunds. **Cancellation by the Administrator:** This **Service Contract** is non-cancelable by the **Administrator**.

SOUTH CAROLINA

The cancellation section of this **Contract** is amended to include the following: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You** and receive a full refund of the **Contract** price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a 10% penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract** to **Us**.

TEXAS

All unresolved complaints concerning **Us** or questions concerning the regulation of service agreement providers may be addressed to the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, Tel. (800) 803-9202.

Pursuant to Section 1304.158, **You** may request reimbursement directly from the insurer if a refund or credit is not paid before the 46th day after the date on which the **Contract** is returned to the **Administrator**.

The cancellation section of this **Contract** is amended to include the following: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You** and receive a full refund of the **Contract** price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a 10% penalty per month will be added to the refund if it is not made before the 46th day after the date the **Contract** is returned to **Us**.

UTAH

Coverage afforded under this **Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. The **Contract** purchase price is payable, in full, at the time of purchase.

Under the emergency repairs section of this **Contract**, "For emergency repairs (non business hours only), after the Licensed **Repair Facility**, has diagnosed the problem, have **Your Contract** number available and call 1-866-444-1598 on the next business day." Is amended as follows, "For emergency repairs (non business hours only), after the Licensed **Repair Facility** has diagnosed the problem, have **Your Contract** number available and call the **Administrator** at 1-866-444-1598 as soon as reasonable possible to report the repairs."

WISCONSIN

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

Any reference to obtaining "PRIOR AUTHORIZATION" is amended as follows: Prior to any repair being made instruct the **Licensed Repair Facility** to contact the **Administrator** to obtain authorization for the claim. Failure to obtain authorization prior to having repairs made will not invalidate or reduce a claim unless the **Administrator** is prejudiced by the **Contract Holder's** failure to obtain authorization.

WYOMING

The cancellation section of this **Contract** is amended to include the following: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You** and receive a full refund of the **Contract** price provided no claim has been made under the **Contract**. If any refund is due to **You** under this **Contract**, a 10% penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract** to **Us**. If there is a **Finance Company**, the refund less a cancellation fee will be paid to the **Contract Holder** and the **Finance Company**.

SPECIMEN