

Overview

Enhanced Care is a VSC program for purchased or leased vehicles, designed for both franchised and independent dealers. It provides comprehensive mechanical and electrical breakdown protection for most vehicle components, except those specifically excluded. It also includes designated Wear and Tear coverage for certain parts as detailed within the contract.

Eligibility

New vehicles (4-wheeled private passenger cars, vans, and pickup trucks) up to 1 year old with less than 7,500 miles at the time of sale, and leased vehicles. This program is not available for commercial use vehicles or for vehicles that exceed a 1-ton capacity.

Coverage

Covers necessary repairs to ALL of the mechanical and electrical parts of Your Vehicle that fail, except those items listed under "WHAT IS NOT COVERED." In addition, wear and tear of the following components will be covered in the manner indicated below:

- **Brake Pad Coverage** – One replacement of one set of front and rear brake pads/shoes.
- **Battery Coverage** – One main battery replacement.
Note: The battery of a Fuel Cell Vehicle, HEV, PHEV, or All-Electric Vehicle is **not covered**.
- **Headlamp Coverage** – Unlimited replacement of headlamps, except in the case of impact damage.
- **Belts and Hoses Coverage** – Unlimited replacement of engine belts and hoses.
- **Windshield Wiper Blade Coverage** – One replacement of each wiper blade (or insert) installed on the Vehicle.
- **Electrical Coverage** – Unlimited replacement of fuses and interior/exterior light bulbs, except in the case of impact damage.
- **Wheel Alignment Coverage** – One wheel alignment.

Option

Brake Rotors & Drums - If selected and paid for, the Brake Rotors and Drums option provides replacement or resurfacing of the covered vehicle's brake rotors or drums, subject to terms and conditions.

Additional Benefits

Travel Expense Reimbursement – Up to \$35 per day (not to exceed \$100 per repair visit)

Roadside Assistance - The services listed below are available at a maximum of \$100 per service occurrence:

- Towing Assistance, Battery Jump Start, Flat Tire Assistance, Lockout Assistance, Fuel, Oil, Fluid, & Water Delivery

Limits of Liability

Repairs covered by the Service Contract, per repair visit, are limited to the Actual Cash Value (ACV) of the vehicle immediately prior to the Breakdown. The total of all benefits paid will not exceed the price paid for the vehicle by the original purchaser of the Service Contract (excluding tax, title, and license fees).

Terms

Terms begin on the contract sale date and at the odometer reading of the vehicle at the time of the contract sale. The contract expires when the time or mileage exceeds the indicated term, whichever occurs first.

Available Terms – 24mo/24k, 24mo/30k, 36mo/36k, 36mo/45k, 39mo/39k, 39mo/50k, 42mo/50k, 48mo/48k, 48mo/60k, 60mo/60k

Approved Lenders

Approved by all lenders currently requiring pre-approval. Approval will be obtained from any additional lenders who may adopt pre-approval requirements in the future.

State Availability

All states except AK & FL

Cancelable



Transferable *



Hot Topics

* Leased vehicles are not eligible for contract transfer.



AUTOMOTIVE

iA American Enhanced Care

What Keeps Your Vehicle on the Road?

With **Enhanced Care**, your service contract will cover necessary repairs to all of your vehicle's mechanical and electrical parts, apart from the exceptions listed under "WHAT IS NOT COVERED" in your service contract. Plus, Enhanced Care provides coverage for many common Wear & Tear components. Protect your vehicle and finances with iA American Enhanced Care and receive enhanced protection!

PROGRAM BENEFITS:

- Mechanical and Electrical Component Coverage
- Wear and Tear Component Coverage
- Optional Rotors/Drum Coverage
- Travel Expense Reimbursement
- Roadside Assistance
- Zero Deductible
- Nationwide Repair Facilities
- Increased Resale Value

Zero Deductible Plus Wear and Tear Protection. Get **iA American Enhanced Care** Today.



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.

This is not your service contract. It is a general outline of coverage available through this program. In the event of a claim, covered parts may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality. For complete details concerning terms, conditions, limits of liability, coverage and exclusions, please refer to your vehicle service contract.

Preauthorization is one of the terms of your plan. Failure to meet this requirement of your plan may result in the denial of your claim.

Call 1.866.315.1334 or 1.866.444.1598 for claim authorization.

Obligor: Dealers Alliance Corporation.
For Florida residents, the Obligor is: Dealers Assurance Company.
P.O. Box 30250, Albuquerque, NM 87190
FL License #02977



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Enhanced Care

VEHICLE SERVICE CONTRACT

PURCHASER INFORMATION				
PURCHASER(S) NAME			AREA CODE AND TELEPHONE NUMBER	
STREET ADDRESS		CITY, STATE, AND ZIP CODE		EMAIL ADDRESS
VEHICLE INFORMATION				
VEHICLE IDENTIFICATION NUMBER		VEHICLE YEAR, MAKE, AND MODEL		
VEHICLE IN-SERVICE DATE	CONTRACT SALE DATE	VEHICLE ODOMETER READING AT TIME OF SALE	RATE CLASS	VEHICLE SELLING PRICE \$
SELLING COMPANY AND FINANCE COMPANY INFORMATION				
SELLING COMPANY NAME		SELLING COMPANY ADDRESS		
SELLING COMPANY TELEPHONE NUMBER		SELLING COMPANY SIGNATURE X		
FINANCE COMPANY NAME		FINANCE COMPANY ADDRESS		
CONTRACTUAL OBLIGOR				
Dealers Alliance Corporation, P.O. Box 30250, Albuquerque, NM 87190				
COVERAGE		OPTION		DEDUCTIBLE PER VISIT
<input type="checkbox"/> ELITE PLUS		<input type="checkbox"/> BRAKE ROTORS AND DRUMS		<input type="checkbox"/> \$0
TERM				
FOR THIS SERVICE CONTRACT TO BE VALID, THE FOLLOWING TERMS MUST BE CLEAR, LEGIBLE, WITHOUT CORRECTION, AND AVAILABLE TO THE SELLING COMPANY AT THE TIME OF SALE.				
_____ MONTHS _____ MILES				
Your Contract begins on the Contract sale date and at the odometer reading of Your Vehicle at the time of Contract sale, as listed in "VEHICLE INFORMATION". Your Contract expires when the time or mileage exceeds the selected term, whichever occurs first. This Contract may also be cancelled, as detailed in "CANCELLATION".				
IF NO TIME AND MILEAGE INFORMATION IS PROVIDED ABOVE, TERMS WILL BE 36/36,000.				
OTHER IMPORTANT INFORMATION				
THIS CONTRACT IS NOT AN INSURANCE POLICY. IT IS A SERVICE CONTRACT BETWEEN YOU AND THE OBLIGOR. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS CONTRACT IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS CONTRACT IS IN ERROR, CONTACT THE SELLING COMPANY OR OBLIGOR IMMEDIATELY. PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR TO OBTAIN VEHICLE FINANCING. YOUR VEHICLE MAY HAVE A MANUFACTURER'S WARRANTY AND THIS CONTRACT DOES NOT COVER CLAIMS THAT ARE COVERED BY THE MANUFACTURER'S WARRANTY OR RECALL.				
PURCHASER'S SIGNATURE				
I HAVE READ THIS SERVICE CONTRACT ; I UNDERSTAND AND AGREE TO ITS TERMS AND CONDITIONS. THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND I AGREE TO THE STIPULATIONS RELATED TO THE SPECIFIC COVERAGE, SURCHARGES, AND OPTIONS SELECTED. I ALSO UNDERSTAND THAT BOTH THE SELLING COMPANY AND THE OBLIGOR ASSUME NO OBLIGATION OR LIABILITY THAT DOES NOT APPEAR IN THIS SERVICE CONTRACT .				
SIGNATURE _____			DATE _____	
SERVICE CONTRACT PRICE				\$

THE LICENSED REPAIR FACILITY MUST CALL 1-866-444-1598 FOR AUTHORIZATION BEFORE STARTING ANY TEARDOWN OR REPAIRS.

This sample contract displays the program benefits and coverage available in most states.

The enforceable version of this sample may vary by state.

INSURANCE INFORMATION

This **Contract** is not an insurance policy. It is a **Service Contract** between **You** and the **Obligor**. The **Obligor's** performance under this **Contract** is insured by Dealers Assurance Company, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913. If a **Covered Repair** or approved service is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim with Dealers Assurance Company at the address listed above.

TERMS AND CONDITIONS

A. WHAT IS COVERED

ELITE PLUS COVERAGE

This **Service Contract** will cover necessary repairs to ALL of the mechanical and electrical parts of **Your Vehicle** that **Fail**, except those items listed under "WHAT IS NOT COVERED." In addition, **Wear and Tear** of the following components will be covered in the manner indicated below:

1. **BRAKE PAD COVERAGE:** During the term of this **Contract**, **You** are eligible for one replacement of one set of front and rear brake pads/shoes.
2. **BATTERY COVERAGE:** During the term of this **Contract**, **You** are eligible for one main battery replacement. **The battery of a Fuel Cell Vehicle, HEV, PHEV, or All-Electric Vehicle is not covered.**
3. **HEADLAMP COVERAGE:** During the term of this **Contract**, **You** are eligible for unlimited replacement of headlamps, **except in the case of impact damage.**
4. **BELTS AND HOSES COVERAGE:** During the term of this **Contract**, **You** are eligible for unlimited replacement of engine belts and hoses.
5. **WINDSHIELD WIPER BLADE COVERAGE:** During the term of this **Contract**, **You** are eligible for one replacement of each windshield wiper blade (or insert) installed on the **Vehicle**.
6. **ELECTRICAL COVERAGE:** During the term of this **Contract**, **You** are eligible for unlimited replacement of fuses and interior/exterior light bulbs, **except in the case of impact damage.**
7. **WHEEL ALIGNMENT COVERAGE:** During the term of this **Contract**, **You** are eligible for one wheel alignment.

B. OPTION

The following option is available at the time this **Service Contract** is sold. Please see description below.

BRAKE ROTORS AND DRUMS

If **You** selected and paid for the Brake Rotors and Drums Option, replacement or resurfacing of the **Vehicle's** brake rotors or drums is covered, subject to the terms and conditions herein.

C. ADDITIONAL BENEFITS

NOTE: ADDITIONAL BENEFITS ARE NOT SUBJECT TO ANY DEDUCTIBLE.

1. TRAVEL EXPENSE REIMBURSEMENT

If **Your Vehicle** sustains a **Mechanical Breakdown** resulting in a **Covered Repair**, then **You** may qualify for travel expense benefits for up to \$35 per day, with a 10 day maximum, not to exceed \$350 per repair visit. This benefit applies only when **Your Vehicle** must be kept in a repair facility overnight for a **Covered Repair**. **Your** travel expense benefits are contingent on the labor time required to replace/repair **Covered Components** authorized by the **Obligor**. The **Obligor** will use factory labor guides or industry recognized flat-rate manuals to determine the required repair time. However, this repair time specifically excludes the downtime waiting for parts or any other delays beyond the control of the **Selling Company**, **Licensed Repair Facility**, or the **Obligor**. The labor time necessary for travel expense benefits is as follows: 1 to 8 hours = 1 day, 8.1 to 16 hours = 2 days, 16.1 to 24 hours = 3 days, etc. This benefit will begin on the day that the approved repair begins, and will not continue beyond the day the repairs are completed. This benefit must be applied to rental vehicles, taxi services, public transportation, or incorporated ridesharing services, and may not be applied to any other use. **Travel Expense Reimbursement may not be applied to share-the-expense carpools.** All rental vehicles must be rented from the **Selling Company** or a licensed car rental facility. **You** must provide legible and verifiable receipts that include the name of the transportation provider in order to receive travel expense reimbursement. Verifiable electronic receipts will also be accepted. **Handwritten receipts will not be accepted under any circumstance.**

2. ROADSIDE ASSISTANCE

The services listed below are available to **You**, with a maximum of \$100 per service per occurrence. However, if **You** seek roadside assistance for any services other than towing through a different telephone number than the one listed below, then **You** will be required to pay for that assistance and will not be reimbursed. **NOTE: If Your Vehicle is a Hybrid, PHEV, All-Electric Vehicle, Fuel Cell Vehicle, or other alternative fuel vehicle (non-gasoline or non-diesel vehicle, such as hydrogen or natural gas), the roadside technician may not be able to perform all of these services for Your Vehicle.**

- **TOWING ASSISTANCE:** If **Your Vehicle** is disabled and in need of a tow, Roadside Services will dispatch a towing provider to **Your** location.
- **BATTERY JUMP-START:** If **Your Vehicle** will not start because the battery is dead, Roadside Services will dispatch a service provider to apply a jump-start in an attempt to start **Your Vehicle**.
- **FLAT TIRE ASSISTANCE:** If **Your Vehicle** has a flat tire, Roadside Services will dispatch a service provider to remove the flat tire and replace it with **Your** properly inflated spare tire.
- **LOCKOUT ASSISTANCE:** If **Your** keys are accidentally locked inside **Your Vehicle**, Roadside Services will dispatch a service provider to assist **You** in gaining entry to the **Vehicle**. **You** will be required to show proper identification.
- **FUEL, OIL, FLUID and WATER DELIVERY:** If **Your Vehicle** is in immediate need, Roadside Services will dispatch a service provider to supply an emergency supply of fuel, oil, fluid, and water. **You** are responsible for the cost of fuel, oil, and water when it is delivered. However, certain fuel types such as hydrogen and natural gas will not be provided through this service.

NO ROADSIDE SERVICE MAY BE DUPLICATED WITHIN 72 HOURS OF THE INITIAL REQUEST.
FOR EMERGENCY ROADSIDE ASSISTANCE, CALL TOLL-FREE 1-877-272-4465.

D. MAINTENANCE AND RECORDS

You are required to provide maintenance to **Covered Components** at a **Licensed Repair Facility** in accordance with the **Covered Component manufacturer's** recommendations. Failure to follow the manufacturer's service guidelines may result in denial of coverage.

Proper documentation and verifiable receipts for all relevant maintenance and repairs may be required in the event of a claim. Receipts must reflect proper **Vehicle** documentation (i.e. year, make, and model), the complete **Vehicle Identification Number**, the current mileage of the **Vehicle** at the time of repair, and the date the service was performed. Handwritten receipts will not be accepted. If a **Failure** is consistent with lack of proper maintenance, yet **You** are able to produce relevant maintenance records demonstrating proper maintenance in accordance with manufacturer requirements, the claim will not automatically be denied. At no time will lack of maintenance records be the sole reason for claim denial.

E. LIMITS OF LIABILITY

Repairs covered by this **Service Contract**, per repair visit, are limited to the **Actual Cash Value** of the **Vehicle** immediately prior to the **Breakdown**. The total of all benefits that will be paid under this **Service Contract** will not exceed the price paid for the **Vehicle** by the original purchaser of this **Service Contract** (excluding tax, title, and license fees). There may be other monetary limits for specific systems or components, as noted in the appropriate section. Our liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Vehicle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance or use of this **Vehicle** is expressly excluded. Once the aggregate limit of liability for the life of this **Contract** has been reached, this **Contract** and all benefits, including transfer and cancellation rights, terminate.

THE LICENSED REPAIR FACILITY MUST CALL 1-866-444-1598 FOR AUTHORIZATION BEFORE STARTING ANY TEARDOWN OR REPAIRS.

This sample contract displays the program benefits and coverage available in most states.

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F. WHAT IS NOT COVERED

This Service Contract does not cover the following items:

1. Any repair that has not received prior authorization from the Obligor. This exclusion does not apply to Emergency Repairs.
2. The repair or replacement of any component that was not operating properly in accordance with manufacturer's specifications at the time this Service Contract was sold (i.e. pre-existing conditions).
3. Any Vehicle with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market).
4. Any Vehicle that has been repurchased by or had its price renegotiated with the manufacturer. Any Vehicle that has had the manufacturer's warranty revoked, voided, or cancelled; or any Vehicle that never came with a manufacturer's warranty.
5. The repair, modification, or replacement of any component that has not Failed, as defined by this Contract. This exclusion does not apply to items 1 through 7 in "WHAT IS COVERED."
6. The repair, retrofit, or replacement of any component required for compliance by any local, state, or federal law or legislation.
7. Damage due to the alteration, modification, or use of Your Vehicle in a manner not recommended by the manufacturer, including the use of "non-stock" or modified parts.
8. Any Mechanical Breakdown covered by an insurance entity, the manufacturer's warranty or recall; or any component with a warranty or "repairer's guarantee" through a Licensed Repair Facility. Additionally, if an insurance entity, the manufacturer, or Licensed Repair Facility notifies You that they will monetarily participate in a repair that has been authorized and paid by Us, then We will exercise Our right to recover the respective amount.
9. Any Vehicle with an odometer that has been tampered with, altered, disconnected, or not maintained. You may be required to provide an odometer statement at the time of sale of this Service Contract. Misrepresentation of the odometer reading either before or during the term of this Contract may render this Contract voidable.
10. Any Mechanical Breakdown or Failure caused by (a) lack of proper manufacturer-required maintenance; (b) overheating, regardless of the cause of overheating; (c) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (d) accidental loss or damage, impact, 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 (e) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE.
11. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
12. Body components or repairs related to the body of the Vehicle (e.g. bumpers, lenses, glass, paint, convertible or vinyl tops, sheet metal, outside ornamentation, frame or structural body parts, air or water leaks, wind noise, weather strips, squeaks or rattles, trim, upholstery, carpet, or mats).
13. Electronic components that were not originally installed by the manufacturer (i.e. non-OEM components) including the following: audio/video equipment and accessories, navigational systems, security systems, and electronic transmitting/receiving devices.
14. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments (except for the one wheel alignment mentioned in "WHAT IS COVERED"), oil, fluids, greases, lubricants, or refrigerant.
15. Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a Covered Repair), hazardous waste charges, diagnosis time (where a Covered Mechanical Breakdown has not occurred), freight charges, or storage charges.
16. Vehicles equipped with a snowplow, snow plows, snow plow equipment, and snow plow accessories.
17. Vehicles used for Commercial purposes.
18. The repair or replacement of the following, unless indicated otherwise in "WHAT IS COVERED" and "OPTION"(if the Brake Rotors and Drums Option has been selected and paid): (a) batteries and battery cables; (b) catalytic converters; (c) tires, wheels/rims, and shock absorbers; (d) fasteners, nuts, bolts, clips, screws; (e) safety restraint systems (including air bags); (f) brake linings, rotors, and drums; (g) wiper blades, molded rubber, and rubber-like items; (h) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings; (i) bent shift forks, stretched timing chains; (l) cellular phones; (m) engine belts or hoses; (n) fuses; and (o) headlamps and bulbs.
19. All exhaust and emissions components, unless the Vehicle is outside the emissions warranty period, in which case only the following will be covered: Air Pump, Barometric Pressure Sensor, Canister Purge Solenoid, EVAP Purge Canister, EVAP Leak Detection Pump and Valve, EVAP Vent Valve, Deceleration Valve, EGR Valve, EGR Solenoid, DPFE Sensor, EGR Controller, EGR Diverter Valve, EGR Relay, Purge Valve, EGR Position Sensor, EGR Lines, EGR EFE Thermal Vacuum Switch, EGR/EFE Valve, Engine Oil Fill Cap, Fuel Fill Cap, Fuel Fill Neck Restrictor, Fuel Tank Pressure Sensor, Fuel Tank Vent Valve, Fuel Temperature Sensor, MAP Sensor, Mass Air Flow Sensor, PCV Sensor, Air Injection Control Valve, Air Injection Check Valve, Air Injection Pump, Air Injection Relay.
20. Maintenance services and parts required by the manufacturer's maintenance schedule for Your Vehicle. NOTE: During the term of this Contract, it may become necessary to (a) replace spark/glow plugs and wires, distributor caps and rotors, and filters; (b) adjust belts, ignition, transmission bands, or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; (d) replace the battery of the key fob or remote; and (e) maintain or replace items not specifically covered under this Contract. These aforementioned services and replacements are Your responsibility. Costs for these services and parts are not covered by this Contract.
21. Failures caused by carbon build-up.
22. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Obligor or Licensed Repair Facility.
23. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or an improper repair.
24. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.
25. Vehicles registered outside of the contiguous United States, Alaska, or Hawaii.
26. Vehicles needing repairs or replacements outside of the contiguous United States, Alaska, Hawaii, or Canada.
27. Roadside service on roads not regularly maintained, such as roads extending into beaches, fields, forests, and areas designated as inaccessible or impassable due to construction.
28. Vehicles used for exhibition, racing, competitive driving, municipal services, professional emergency services, police services, or vehicles used to tow loads weighing in excess of Vehicle manufacturer's specifications.
29. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings, if the purpose of such repair(s) is simply to raise the compression of the engine, increase performance, or to reach acceptable oil consumption.
30. The Fuel Cell of a Fuel Cell Vehicle is not covered in any instance.
31. Breakdown or damage caused by neglecting to follow proper charging procedures or use of incompatible charging devices for Your Vehicle.

G. WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN

1. Take immediate action to prevent further damage to Your Vehicle. Any damage resulting from continued operation of an impaired Vehicle will constitute failure to protect Your Vehicle and will not be covered under this Service Contract.
2. If You are within a 50-mile radius of the Selling Company, all repairs or replacements under this Service Contract must be performed by the Selling Company's Licensed Repair Facility. If You are outside a 50-mile radius of the Selling Company, or the Selling Company does not have a Licensed Repair Facility, then You may deliver Your Vehicle to the Licensed Repair Facility of Your choice. Ensure that any facility You choose is willing to perform repairs in accordance with the terms and conditions of this Service Contract. If necessary, We reserve the right to relocate Your Vehicle at Our expense to a Licensed Repair Facility of Our choice.
3. Present this Contract to the Selling Company or Licensed Repair Facility. We may also require You to provide the Licensed Repair Facility with proof of all relevant maintenance as expressed under "MAINTENANCE AND RECORDS".
4. Ensure that the Licensed Repair Facility contacts the Claims Department for instructions prior to any repairs, as authorization must be obtained from the Obligor before starting any teardown or repairs. You are responsible for authorizing and paying for any diagnostic time or teardown fees needed to determine if Your Vehicle has a Covered Breakdown. If the Obligor determines that there is a Covered Breakdown, then We will pay the reasonable cost of the diagnostic time and teardown fees as part of the Covered Repair. The Claims Department can be reached at 1-866-444-1598.
5. If Emergency Repairs are required, deliver Your Vehicle to a Licensed Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the Obligor at 1-866-444-1598. The Obligor will determine the reimbursement eligibility in accordance with the terms and conditions of this Service Contract.

THE LICENSED REPAIR FACILITY MUST CALL 1-866-444-1598 FOR AUTHORIZATION BEFORE STARTING ANY TEARDOWN OR REPAIRS.

This sample contract displays the program benefits and coverage available in most states.

The enforceable version of this sample may vary by state.

6. In all instances, if Your repair is a Covered Repair, then You are required to pay the Selling Company or Licensed Repair Facility the deductible amount reflected on the first page of this Contract. In addition, You are also required to pay for anything not authorized by the Obligor.

H. WHAT THE OBLIGOR WILL DO WHEN A CLAIM IS REPORTED

We will determine the extent of coverage, subject to the terms and conditions of this Contract. To that end, We will verify the Mechanical Breakdown with the Licensed Repair Facility, verify coverage, determine the Cost of the repair, and authorize the claim for any Covered Repairs (The claim is not approved unless authorization numbers are given to the Licensed Repair Facility).

NOTE: (1) At Our option, a Covered Part may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality.

- (2) We reserve the right to inspect Your Vehicle to verify a Failure(s). In addition, if a dispute arises between the Licensed Repair Facility and Us, We reserve the right to relocate Your Vehicle to a Licensed Repair Facility of Our choice at Our expense. In the event We determine that a repair in question is not a Covered Repair, then You are responsible for any cost incurred.

I. STATE TAXES

Sales tax on Covered Repairs will be paid in accordance with the regulations of the Taxing Authority in the state where Your Vehicle has been repaired.

J. ARBITRATION

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION. BY AGREEING TO THIS ARBITRATION PROVISION, THE PARTIES UNDERSTAND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THEY ARE WAIVING ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS CONTRACT.

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled through binding arbitration. Arbitration may be commenced by either party, and shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, as in effect on such date. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

K. DEFINITIONS

- **ACTUAL CASH VALUE:** The actual cash value of the Vehicle according to the most recent edition of the regional NADA guide.
- **ALL-ELECTRIC VEHICLE(S):** A vehicle that is propelled by an electric motor and contains no internal combustion engine.
- **COMMERCIAL:** Usage in exchange for any charge, fare, fee, rate, or any other consideration, or any other usage intended for profit. Vehicles displaying advertising signage, vehicles owned by businesses, or vehicles with commercial license plates are considered commercial use vehicles. Other examples include, but are not limited to, commercial farm operation, commercial ridesharing/ride-hailing services (e.g.: Uber, Lyft, and Curb), commercial towing, commercially-operated shared-expense carpools (e.g.: "vanpools"), construction, delivery, livery, repair work, route work, service work, shuttle, taxi, or vehicle rental.
- **COST:** The customary and reasonable charges for parts and labor necessary to repair or replace Covered Components. These charges are subject to the Obligor's approval and will not exceed either the manufacturer's suggested retail (list) price for parts or the labor hour allowances derived from industry recognized flat-rate manuals. The maximum dollar amount per labor hour will not exceed the posted customer pay rate of the repairing facility.
- **COVERED BREAKDOWN or COVERED MECHANICAL BREAKDOWN:** Breakdown that is covered by this Contract.
- **COVERED PART(S) and COVERED COMPONENT(S):** Any part of the Vehicle listed herein as a Covered Part/Covered Component and not excluded from coverage by this Contract.
- **COVERED REPAIR:** A repair to a Covered Part/Covered Component approved by the Obligor.
- **EMERGENCY REPAIRS:** Repairs made outside of Obligor's business hours, which, if not performed, would render Your Vehicle inoperable or unsafe to drive.
- **FINANCE COMPANY:** Any financial institution providing financing for the purchase of this Service Contract.
- **FUEL CELL:** A device that converts the chemical energy from a fuel (generally hydrogen) into electricity, which powers a Fuel Cell Vehicle's electric motor.
- **FUEL CELL VEHICLE:** A vehicle that uses a Fuel Cell instead of -- or in combination with -- a battery to power its electric motor.
- **HYBRID(S), HYBRID VEHICLE(S), HYBRID ELECTRIC VEHICLE(S), (HEV):** A vehicle that is equipped with -- and is propelled alternately by -- both an internal combustion engine and an electric motor.
- **IN-SERVICE DATE:** The date the Vehicle first went into service and the manufacturer's new vehicle warranty begins (e.g. the date the original owner purchased the Vehicle or the date the Vehicle was first placed into service as either a rental vehicle, demonstration vehicle, or vehicle used for other purposes).
- **LICENSED REPAIR FACILITY:** Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates and employs a technician qualified to make repairs on Your Vehicle.
- **LUBRICATED PART:** A part that requires lubrication to function correctly.
- **MECHANICAL BREAKDOWN, BREAKDOWN, FAILED, FAILS, or FAILURE:** The inability of any Covered Component(s) that has received proper maintenance, as prescribed by Your Vehicle's manufacturer, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship or due to Wear and Tear. In addition, a Failed part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a Failure.
- **OBLIGOR, CONTRACTUAL OBLIGOR, OUR, US, and WE:** The administrator and the party obligated to perform under the terms and conditions of this Service Contract. Dealers Alliance Corporation, P.O. Box 30250, Albuquerque, NM 87190, 1-505-348-3514.
- **PLUG-IN HYBRID ELECTRIC VEHICLE(S), (PHEV):** An HEV that contains a battery that can be recharged from an external source. In addition, the internal combustion engine of some PHEV may be used solely to charge the battery.
- **SELLING COMPANY:** The entity identified on the first page of this Contract from whom You purchased this Service Contract.
- **SERVICE CONTRACT or CONTRACT:** This document in its entirety.
- **VEHICLE:** The Vehicle identified on the first page of this Contract.
- **WEAR AND TEAR:** The gradual reduction in component performance through normal or excessive usage.
- **YOU, YOUR, CONTRACT HOLDER, MY, and I:** The person(s) whose name is listed as the purchaser(s) of this Service Contract or the person(s) to whom this Contract has been duly transferred according to the procedures outlined herein.

L. CANCELLATION

Cancellation by the Finance Company

You hereby authorize the Finance Company to cancel this Contract on Your behalf in the event: (1) Your Vehicle is repossessed or (2) Your Vehicle is declared a total loss. A complete notice of cancellation ("Notice") from the Finance Company shall be provided on company letterhead and shall include the Contract Holder name, Contract number, Vehicle Identification Number (VIN), the date of repossession or total loss, and the Vehicle mileage at the time of repossession or total loss.

Cancellation by the Obligor

We may cancel this Contract for non-payment of the Service Contract price, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use.

THE LICENSED REPAIR FACILITY MUST CALL 1-866-444-1598 FOR AUTHORIZATION BEFORE STARTING ANY TEARDOWN OR REPAIRS.

This sample contract displays the program benefits and coverage available in most states.

The enforceable version of this sample may vary by state.

Cancellation by the Contract Holder

You may cancel this **Service Contract** at any time by (1) returning to the **Selling Company** to complete and sign all applicable cancellation documentation or (2) You may notify the **Obligor** in writing or submit Your request to cancellations@iaawg.com. A complete notice of cancellation ("Notice") from You shall include: A written request signed by You containing Your name, **Contract** number, Your Vehicle Identification Number (VIN), and the date of cancellation. We may request a complete copy of this **Service Contract** and a notarized statement indicating the actual mileage (odometer reading) of Your **Vehicle** on the date of the cancellation request.

Cancellation Provisions

The following applies whether the **Contract** is cancelled by the **Obligor**, **Contract Holder**, or **Finance Company**. If this **Contract** is cancelled within the first thirty (30) days from the **Contract** sale date and no claims have been filed, then You will receive a full refund of the **Contract** price paid. Eligibility for a full refund is restricted to the original purchaser of the **Contract**. If this **Contract** is cancelled after thirty (30) days past the **Contract** sale date, after a claim has been filed, or if this **Contract** has been transferred, then You will receive a pro rata refund. Pro rata refunds are determined by multiplying the amount You paid for this **Service Contract** by the lesser of the following: (a) the number of covered days remaining on the **Service Contract** divided by the original number of covered days, or (b) the miles of remaining coverage under the **Service Contract** divided by the original number of covered miles. A cancellation fee of fifty dollars (\$50) will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**. No cancellation fee shall apply if this **Contract** is canceled by Us. In all instances, if there is no **Finance Company**, the refundable amount will be paid to You. If there is a **Finance Company**, the refundable amount will be paid to the **Finance Company**.

If this **Contract** is cancelled by You, Your refund will be paid or credited within thirty (30) days of the date We or the **Selling Company** receive Notice of Your request to cancel. If this **Contract** is cancelled by the **Finance Company**, Your refund will be paid or credited within forty-five (45) days of the date We or the **Selling Company** receive Notice of the **Finance Company's** request to cancel. If this **Contract** is cancelled by Us, Your refund will be paid or credited within forty-five (45) days of the effective date of cancellation.

M. RENEWAL

This **Contract** is non-renewable.

N. HOW THIS CONTRACT MAY BE TRANSFERRED

Transfer Conditions

If You sell Your **Vehicle** or if there is any change in the ownership of Your **Vehicle**, You may request to transfer the remaining coverage of this **Contract** to the new owner. This request must be submitted within fifteen (15) days of the change in **Vehicle** ownership. You must notify the **Obligor** of the transfer of ownership in writing and must include the following: a transfer fee of \$50, the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer. Copies of all maintenance records showing oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and the **Vehicle** will still be subject to the maintenance requirements as specified in this **Contract** and by the **Vehicle** manufacturer. No handwritten receipts will be accepted. NOTE: The **Obligor** has the discretion to reject a transfer request within thirty (30) days of the request if verifiable maintenance records cannot be provided to the new owner.

Transfer Restrictions

This **Contract** may not be transferred more than once, may not be assigned to another vehicle, and may not be transferred to a new or used vehicle dealer or anyone other than an individual purchasing Your **Vehicle** for personal use. If You sell Your **Vehicle**, or if there is any change in the ownership of Your **Vehicle** without notifying the **Obligor** as outlined in this section, this **Contract** will terminate.

Transfer Instructions

To transfer the remaining coverage afforded under the terms and conditions of this **Service Contract**, contact the **Obligor** for instructions at Transfers@iaawg.com.

THE LICENSED REPAIR FACILITY MUST CALL 1-866-444-1598 FOR AUTHORIZATION BEFORE STARTING ANY TEARDOWN OR REPAIRS.

This sample contract displays the program benefits and coverage available in most states.

The enforceable version of this sample may vary by state.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

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

ALABAMA

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Obligor", "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. Prior notice is not required to be sent if the reason of cancellation is for: 1) nonpayment of the **Service Contract** price; or 2) material misrepresentation by **You** relating to the **Vehicle** or its use."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of twenty-five dollars (\$25) will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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 forty-five (45) days after the return of this **Contract** to **Us**."

The "ARBITRATION" section of this **Contract** is amended as follows: "Arbitration proceedings shall be conducted in the county in Alabama in which the **Contract Holder** resides."

ALASKA

The "ARBITRATION" section of this **Contract** is deleted in its entirety and replaced with the following: "Appraisal - If **You** and the **Obligor** fail to agree on the amount of a covered first party loss, either party may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, **You** and the **Obligor** must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon **You** and the **Obligor**. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon **You** and the **Obligor**. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire."

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is amended: "If a covered service is not paid within thirty (30) days after proof of loss has been filed, **You** may file a claim with Dealers Assurance Company at the address listed above."

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Misrepresentation of the odometer reading either before or during the term of this **Contract** may render this **Contract** cancellable."

Within the "ADDITIONAL BENEFITS", "TRAVEL EXPENSE REIMBURSEMENT" section of this **Contract**, the following sentence(s) is added: "Taxi receipts containing a handwritten charge must be on a receipt containing the taxi driver's permit # and company stamp."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Obligor", "**We** may cancel this **Contract** for: 1) nonpayment of the **Service Contract** price; 2) **Your** conviction of a crime which involves an act that increases a hazard covered by this **Contract**; 3) discovery of fraud or material misrepresentation by **You**, or a representative of **You**, in obtaining this **Contract** or in pursuing a claim under this **Contract**; 4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Contract**; 5) physical changes in the **Vehicle** that result in the **Vehicle** becoming ineligible for coverage under this **Contract**; or 6) a substantial breach of contractual duties by **You** related to the covered **Vehicle**. If this **Contract** is cancelled by **Us**, written notice will be sent to **Your** last known address with at least five (5) days' prior notice before cancellation stating the effective date and reason of cancellation. Prior notice is not required for: 1) nonpayment of the **Service Contract** price; 2) discovery of fraud or material misrepresentation by **You**, or a representative of **You**, in obtaining this **Contract** or in pursuing a claim under this **Contract**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars (\$50) or seven and a half percent (7.5%) of the unearned **Service Contract** price, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or **Finance Company**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If this **Contract** is cancelled, and **Your** refund is not paid or credited within forty-five (45) days after the cancellation of this **Contract** by **Us**, or within forty-five (45) days after **Your** return of this **Contract** to **Us**, a ten percent (10%) penalty, based upon the unearned **Contract Price**, will be added to the refund for each month the refund remains unpaid."

ARIZONA

Within the "ARBITRATION" section of this **Contract**, the following sentence(s) is added: "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 (602) 364-2499."

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "The repair or replacement of any motor vehicle component that was not operating properly in accordance with manufacturer's specifications at the time this **Service Contract** was sold (i.e. pre-existing conditions), unless such conditions were known or should reasonably have been known by the **Selling Company** at the time this **Service Contract** was sold."; "Any **Vehicle** with an odometer that has been tampered with, altered, disconnected, or not maintained in working order by the **Contract Holder** during the term of this **Contract**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Obligor", "**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 **Service Contract** price. **We**, the insurer, or its representatives may not cancel or void this **Contract** for reasons which are within the knowledge and/or control of the **Selling Company** including, but not limited to: 1) pre-existing conditions; 2) prior use or unlawful acts relating to the **Vehicle**; 3) misrepresentation by the **Selling Company** or its subcontractors; or 4) ineligibility for the program, including high performance and GM diesel autos."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions" "A cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Contract** price paid by the **Contract Holder**, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

ARKANSAS

The "ARBITRATION" section of this **Contract** is deleted in its entirety.

The following sentence is deleted throughout this **Contract**: "Eligibility for a full refund is restricted to the original purchaser of the **Contract**."

If this **Contract** is transferred within the first thirty (30) days of the **Contract** sale date and no claims have been made, the transferee is eligible for a full refund.

COLORADO

Our obligations under this **Contract** are guaranteed by a reimbursement insurance policy issued by Dealers Assurance Company, Policy Number: CO105.

CONNECTICUT

The "ARBITRATION" section of this **Contract** is deleted in its entirety and replaced with the following: "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

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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."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Contract Holder", "**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 following sentence is added: "If this **Service Contract** is for less than one year of coverage, this **Contract** will be extended by the total number of days the **Vehicle** undergoes **Covered Repairs** at a **Licensed Repair Facility**. If this **Contract** expires while the **Vehicle** is undergoing a **Covered Repair**, this **Contract** will be extended until **Covered Repairs** are complete."

DISTRICT OF COLUMBIA

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "An administrative fee of fifty dollars (\$50) or ten percent (10%) of the **Service Contract** price, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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 forty-five (45) days after the return of this **Contract** to **Us**."

GEORGIA

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Vehicle** with an odometer that has been tampered with, altered, disconnected or not maintained in working order by the **Contract Holder**. Misrepresentation of the odometer reading by **You** either before or during the term of this **Service Contract** may void component coverage."; "The repair or replacement of any **Vehicle** component which was not properly operating in accordance with the manufacturer's specifications known to **You** at the time this **Service Contract** was sold (i.e. pre-existing conditions)."; "Damage due to alteration, modification, or use of **Your Vehicle** in a manner not recommended by the manufacturer by **You** or with **Your** knowledge, including the use of "non-stock" or modified parts."

Within the "CANCELLATION" section of this **Contract**, "Cancellation by the Obligor", is deleted in its entirety and replaced with the following: "**We** may cancel this **Service Contract** for nonpayment of the **Service Contract** price, material misrepresentation by **You** to **Us**, or fraud. If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least thirty (30) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled within the first thirty (30) days from the **Contract** sale date, then **You** will receive a full refund, less the cost of any claims paid.", "If this **Contract** is cancelled after thirty (30) days past the **Contract** sale date or if this **Contract** has been transferred, then **You** will receive a pro rata refund. A cancellation fee of fifty dollars (\$50) or ten percent (10%) of the unearned pro rata **Contract** purchase price, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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 forty-five (45) days after the return of this **Contract** to **Us**."

The "ARBITRATION" section of this **Contract** is deleted in its entirety.

HAWAII

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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 forty-five (45) days after the return of this **Contract** to **Us**."

IDAHO

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

The following sentence is deleted throughout this **Contract**: "Eligibility for a full refund is restricted to the original purchaser of the **Contract**."

If this **Contract** is transferred within the first thirty (30) days of the **Contract** sale date and no claims have been made, the transferee is eligible for a full refund.

ILLINOIS

The following sentence is deleted throughout this **Contract**: "Eligibility for a full refund is restricted to the original purchaser of the **Contract**."

If this **Contract** is transferred within the first thirty (30) days of the **Contract** sale date and no claims have been made, the transferee is eligible for a full refund.

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the **Contract** price, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

INDIANA

Your proof of payment to the issuing vendor for this **Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligation to **You**. This **Service Contract** is not insurance and is not subject to Indiana insurance law.

The "INSURANCE INFORMATION" section of this **Contract** is deleted in its entirety and replaced with: "The **Obligor's** performance under this **Contract** is insured by Dealers Assurance Company, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913. If the **Obligor** fails 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 the **Obligor** refund any part of the cost of this **Service Contract** upon cancellation of this **Service Contract**."

The "ARBITRATION" section of this **Contract** is amended as follows: "Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the Contract Holder resides."

IOWA

If **You** have any questions regarding this **Contract**, **You** may contact the **Obligor** 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.

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the **Contract** price, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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**."

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is replaced with: "**Obligor's** performance under this **Contract** is insured by Dealers Assurance Company, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913. If the **Obligor** fails 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 the **Obligor** refund any part of the cost of this **Service Contract** upon cancellation of this **Service Contract**."

THE LICENSED REPAIR FACILITY MUST CALL 1-866-444-1598 FOR AUTHORIZATION BEFORE STARTING ANY TEARDOWN OR REPAIRS.

This sample contract displays the program benefits and coverage available in most states.

The enforceable version of this sample may vary by state.

LOUISIANA

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

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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 forty-five (45) days after the return of this **Contract** to **Us**."

MAINE

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is amended: "If a **Covered Repair**, approved service, or refund is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim with Dealers Assurance Company at the address listed above."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled within the first thirty (30) days from the **Contract** sale date and no claims have been filed, then **You** will receive a full refund, including any sales tax paid for this **Contract**.", "A cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Contract** price, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Obligor", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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 of the outstanding amount of the **Contract** price shall 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**."

MARYLAND

The following sentence(s) is added: "This **Contract** will be extended by the total number of days the **Vehicle** undergoes a **Covered Repair** at a **Licensed Repair Facility**. If this **Contract** expires while the **Vehicle** is undergoing a **Covered Repair**, this **Contract** will be extended until **Covered Repairs** are complete.", "This **Contract** automatically extends if **We** fail to perform the services under the **Contract**, until the services are provided in accordance with the terms of this **Contract**."

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is added: "If a refund is not paid or credited to **Your** account within sixty (60) days after **Your** request for refund has been made, **You** may file a claim with Dealers Assurance Company."

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a covered repair), hazardous waste charges, diagnosis time or teardown (where a **Covered Breakdown** has not occurred), freight charges, or storage charges."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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, based on the **Contract** price paid, shall 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**."

MASSACHUSETTS

NOTICE TO PURCHASER: 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**.

Any reference to "OBLIGOR" is replaced with "SELLING COMPANY" thought the entirety of this **Contract**.

Within the "DEFINITIONS" section of this **Contract**, the following sentence(s) is amended: "**OBLIGOR, CONTRACTUAL OBLIGOR, OUR, US and WE**: The entity identified on the first page of this **Contract** from whom **You** purchased this **Service Contract**."

Administration of **Contract** coverage and benefits are performed by Dealers Alliance Corporation, P.O. Box 30250, Albuquerque, NM 87190.

MINNESOTA

Section 325F.662 of the Minnesota Statutes requires the **Selling Company** ("**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 **Selling Dealer**. Any loss covered under the **Selling Dealer's** express warranty furnished pursuant to Section 325F.662 is excluded from coverage under this **Contract** during the term of the express warranty unless the **Selling 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, the **Obligor** will provide a copy of the owner's manual to **You**.

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Vehicle** with an odometer that has been tampered with, altered, disconnected or not maintained in working order by the **Contract Holder**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Obligor", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us** if the reason for cancellation is: (1) nonpayment of the **Contract** price; (2) material misrepresentation by **You**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use. Prior notice shall state the effective cancellation date and the reason for cancellation."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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 forty-five (45) days after the return of this **Contract** to **Us**."

The "ARBITRATION" section of this **Contract** is deleted in its entirety.

MISSISSIPPI

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Contract** price, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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 forty-five (45) days after the return of this **Contract** to **Us**."

The "ARBITRATION" section of this **Contract** is deleted in its entirety.

MISSOURI

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is added: "If a refund is not paid or credited to **Your** account within sixty (60) days after **Your** request for refund has been made, **You** may file a claim with Dealers Assurance Company."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled within the first thirty (30) days from the **Contract** sale date, **You** will receive a one hundred percent (100%) refund of the **Contract** price, less the cost of any claims paid.", "If this **Contract** is cancelled after thirty (30) days past the **Contract** sale date or if this **Contract** has been transferred, then **You** will receive a pro rata refund."

THE LICENSED REPAIR FACILITY MUST CALL 1-866-444-1598 FOR AUTHORIZATION BEFORE STARTING ANY TEARDOWN OR REPAIRS.

This sample contract displays the program benefits and coverage available in most states.

The enforceable version of this sample may vary by state.

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If this **Contract** is cancelled by **You**, **We** will mail a written notice of cancellation to **Your** last known address within forty-five (45) days of the date **We** receive **Your** request to cancel."; "A ten percent (10%) penalty of the outstanding amount of the **Contract** price shall be added to the refund per month if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."; "Paid claims will be deducted from all refunds."

NEBRASKA

The "ARBITRATION" section of this **Contract** is deleted in its entirety and replaced with the following: "Any claim or dispute in any way related to this **Contract**, by a person covered under this **Contract** against **Us** or **Us** against a person covered under this **Contract**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- a) no arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration."

NEVADA

If **You** are not satisfied with the manner in which **We** are handling a claim on this **Contract**, **You** may contact the Division of Insurance at (888) 872-3234.

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Vehicle** which has been repurchased by or had its price renegotiated with the manufacturer, or which has had the manufacturer's warranty revoked or voided. However, if the vehicle manufacturer's warranty becomes revoked or voided during the term of this **Contract**, this **Contract** will not deny all coverage. Rather, this **Contract** will exclude any coverage that would otherwise have been provided under the manufacturer's warranty. This **Contract** will continue to provide any coverage that would not otherwise have been provided under the manufacturer's warranty, unless such coverage is otherwise excluded by the terms of this **Contract**."; "Any **Mechanical Breakdown** covered by an insurance entity, the manufacturer's warranty/recall, or any component with a warranty or "repairer's guarantee" through a **Licensed Repair Facility**, until the limits of said insurance, warranty/recall or "repairer's guarantee" are reached or expired. However, any **Mechanical Breakdown** that is not covered under an insurance entity, warranty/recall or "repairer's guarantee" will be eligible for coverage, subject to the terms and conditions of this **Contract**. Additionally, if an insurance entity, the manufacturer, or repair facility notifies **You** that they will monetarily participate in a repair that has been authorized and paid by **Us**, then **We** will exercise **Our** right to recover the respective amount."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "Under no circumstances will the cost of claims paid or services provided be deducted from any refund."; "If **You** cancel/return the **Contract** to **Us** within the full refund period, and no claims have been made, a ten percent (10%) penalty, based upon the **Contract** purchase price, per month shall 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**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Obligor", "No **Service Contract** that has been in effect for at least seventy (70) days may be canceled by the **Obligor** before the expiration of the agreed term or one (1) year after the effective date of the **Service Contract**, whichever occurs first, except on any of the following grounds: (a) Failure by the **Contract Holder** to pay an amount when due; (b) Conviction of the **Contract Holder** of a crime which results in an increase in the service required under the **Service Contract**; (c) Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining this **Service Contract**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the **Contract Holder**; or (2) a violation by the **Contract Holder** of any condition of the **Service Contract** after the effective date of the **Service Contract** and which substantially and materially increases the service required under the **Service Contract**; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Service Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Service Contract** was issued or sold. Cancellation of this **Service Contract** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the **Contract Holder**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of twenty-five dollars (\$25) will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

Within the "TRANSFER" section of this **Contract**, the following sentence(s) is amended: "**You** must notify the **Obligor** of the transfer of ownership in writing and must include the following: a transfer fee of twenty-five dollars (\$25.00), the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer."

The "ARBITRATION" section of this **Contract** is amended as follows: "Arbitration is non-binding and the decision of the arbitrators may be reviewed or changed by, or appealed to, a court of law."

NEW HAMPSHIRE

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301; 1-800-852-3416.

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Contract** price, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

The "ARBITRATION" 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.

Within the "DEFINITIONS" section of this **Contract**, the following sentence(s) is amended: "**OBLIGOR, CONTRACTUAL OBLIGOR, OUR, US and WE**: "The administrator and the party obligated to perform under the terms and conditions of this **Contract**. Dealers Administrative Services, P.O. Box 30250, Albuquerque, NM 87190, 1-505-348-3514.

The following sentence is deleted throughout this **Contract**: "Eligibility for a full refund is restricted to the original purchaser of the **Contract**."

If this **Contract** is transferred within the first thirty (30) days of the **Contract** sale date and no claims have been made, the transferee is eligible for a full refund.

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If **You** cancel/return the **Contract** to **Us** within the full refund period, and no claims have been made, a ten percent (10%) penalty, based upon the **Contract** purchase price, per month shall 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**."

NEW MEXICO

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is amended: "This **Service Contract** is insured by Dealers Assurance Company. If the **Obligor** 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 P.O. Box 1829, 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."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Contract** price, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If **You** cancel/return the **Contract** to **Us** within the full refund period and no claims have been made, 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."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Obligor", "No **Service Contract** that has been in effect for at least seventy (70) days may be canceled by the **Obligor** before the expiration of the agreed term or one (1) year after the effective date of the **Service Contract**, whichever occurs first, except on any of the following grounds: (a) Failure by the **Contract Holder** to pay an amount when due; (b) Conviction of the **Contract Holder** of a crime which results in an increase in the service required under the **Service Contract**; (c) Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining this **Service Contract** or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the **Contract Holder**; or (2) a violation by the **Contract Holder** of any condition of the **Service Contract** after the effective date of the **Service Contract** and which substantially and materially

THE LICENSED REPAIR FACILITY MUST CALL 1-866-444-1598 FOR AUTHORIZATION BEFORE STARTING ANY TEARDOWN OR REPAIRS.

This sample contract displays the program benefits and coverage available in most states.

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increases the service required under the **Service Contract**. Cancellation of this **Service Contract** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the **Contract Holder**."

NEW YORK

Within the "DEFINITIONS" section of this **Contract**, the following sentence(s) is amended: "**OBLIGOR, CONTRACTUAL OBLIGOR, OUR, US and WE**: "The administrator and the party obligated to perform under the terms and conditions of this **Contract**. Dealers Administrative Services, P.O. Box 30250, Albuquerque, NM 87190, 1-505-348-3514.

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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**."

NORTH CAROLINA

Within the "CANCELLATION" section of this **Contract**, "Cancellation by the Obligor", is deleted in its entirety and replaced with the following: "**We** may cancel this **Contract** for nonpayment of premiums or for a direct violation of this **Contract** by **You**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

OHIO

This **Contract** is not insurance and is not subject to the insurance laws of this state.

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is added: "If a refund is not paid or credited to **Your** account within sixty (60) days after **Your** request for refund has been made, **You** may file a claim with Dealers Assurance Company."

OKLAHOMA

Dealers Alliance Corporation, Oklahoma Identification Number: 44202930

This **Service Contract** is not an insurance contract. Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Misrepresentation of the odometer reading either before or during the term of this **Contract** may render this **Contract** cancellable.

Within the "CANCELLATION" section of this **Contract**, "Cancellation Provisions", is deleted in its entirety and replaced with the following: "If this **Contract** is cancelled by **You**, the **Finance Company**, or **Us** within the first thirty (30) days from the **Contract** sale date, **Your** refund will be based upon one hundred percent (100%) of the provider fee less the actual cost of any service provided under the **Contract**. Eligibility for a full refund is restricted to the original purchaser of the **Contract**. If this **Contract** is cancelled by **You** or the **Finance Company** after thirty (30) days past the **Contract** sale date, or if **You** or the **Finance Company** request cancellation of this **Contract** after it has been transferred, **Your** refund shall be based upon the greater of (1) ninety percent (90%) of the unearned pro rata provider fee, or (2) one hundred percent (100%) of the unearned pro rata provider fee, less a cancellation fee of fifty dollars (\$50.00). If this **Contract** is canceled by **Us** after thirty (30) days past the **Contract** sale date, or if **We** cancel this **Contract** after it has been transferred, **Your** refund will be based upon one hundred percent (100%) of the unearned pro rata provider fee. No cancellation fee shall apply if this **Contract** is canceled by **Us**. Pro rata refunds are determined by multiplying the amount **You** paid for this **Contract** by the lesser of the following: (a) the number of covered days remaining on the **Contract** divided by the original number of covered days, or (b) the miles of remaining coverage under the **Service Contract** divided by the original number of covered miles. In all instances, if there is no **Finance Company**, the refundable amount will be paid to **You**. If there is a **Finance Company**, the refundable amount will be paid to the **Finance Company**. If this **Contract** is cancelled by **You**, **Your** refund will be paid or credited within thirty (30) days of the date **We** or the **Selling Company** receive Notice of **Your** request to cancel. If this **Contract** is cancelled by the **Finance Company**, **Your** refund will be paid or credited within forty-five (45) days of the date **We** or the **Selling Company** receive Notice of the **Finance Company's** request to cancel. If this **Contract** is cancelled by **Us**, **Your** refund will be paid or credited within forty-five (45) days of the effective date of cancellation."

Within the "ARBITRATION" section of **Contract**, the following sentence(s) is added: "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."

OREGON

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

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is amended: "If **Emergency Repairs** covered by this **Service Contract** are required outside the **Obligor's** business hours, **You** should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, **You** should report the repairs to the **Obligor** at 866-444-1598. The **Obligor** will determine the reimbursement eligibility in accordance with the terms and conditions of this **Service Contract**." "In all instances, if **Your** repair is a **Covered Repair**, then **You** are required to pay the **Selling Company** or **Licensed Repair Facility** the deductible amount reflected on the first page of this **Contract**. In addition, **You** are also required to pay for anything not authorized by the **Obligor**. Authorization is not required for **Emergency Repairs** covered under this **Contract**."

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is deleted: "If necessary, **We** reserve the right to relocate **Your Vehicle** at **Our** expense to a **Licensed Repair Facility** of **Our** choice."

Within the "WHAT THE OBLIGOR WILL DO WHEN A CLAIM IS REPORTED" section of this **Contract**, the following sentence(s) is deleted: "In addition, if a dispute arises between the repair facility and **Us**, **We** reserve the right to relocate **Your Vehicle** to a **Licensed Repair Facility** of **Our** choice at **Our** expense."

Within the "ARBITRATION" section of this **Contract**, the following sentence(s) is added: "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

In the event of a dispute with the **Obligor** of this **Contract**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467.

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If **You** cancel/return this **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 forty-five (45) days after the return of this **Contract** to **Us**."

TEXAS

Should a complaint arise regarding this **Contract**, **You** may send your complaint in writing to the **Obligor's** address listed within this **Contract**. Please identify the **Contract Holder**, Vehicle Identification Number (VIN) and **Contract** number listed at the top of this **Contract** within **Your** complaint. Complaints will be handled individually and without prejudice. 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 1304.1581, **You** may request reimbursement directly from the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the **Contract** is returned to the **Obligor**.

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **Us**, **You**, or the **Finance Company** before the thirty-first (31st) day from the **Contract** sale date, then **You** will receive a full refund, less any claims paid. If this **Contract** is cancelled by **You** or the **Finance Company** on or after the thirty-first

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(31st) day from the **Contract** sale date, then **You** will receive a pro rata refund less a cancellation fee of fifty dollars (\$50.00).", "If this **Contract** is cancelled by **Us** after the thirty-first (31st) day from the **Contract** sale date, **You** will receive a pro rata refund. No cancellation fee shall apply if this **Contract** is canceled by **Us**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If **Your** refund is not paid or credited before the forty-sixth day (46th) after the return of this **Contract** to **Us**, a ten percent (10%) penalty of the outstanding amount will be added to **Your** refund for each month **Your** refund remains unpaid."

UTAH

This **Service Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. 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.

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is amended: "**Our** obligations under this **Service Contract** are guaranteed under a **Service Contract** reimbursement insurance policy. Should **We** fail to pay or provide service on **any** claim 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."

Within the "DEFINITIONS" section of this **Contract**, the following sentence(s) is amended: **COST**: The actual parts and labor charged required to complete a **Covered Repair**. These charges are subject to the **Obligor's** approval and will not exceed either the manufacturer's suggested retail (list) price for parts or the labor hour allowances derived from industry recognized flat-rate manuals. The maximum dollar amount per labor hour will not exceed the posted customer pay rate of the repairing facility.

Within the "DEFINITIONS" section of this **Contract**, the following sentence(s) is amended: "**EMERGENCY REPAIRS**: Repairs made outside of **Obligor's** business hours."

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Vehicle** with an odometer that has been tampered with, altered, disconnected, or not maintained. Misrepresentation of the odometer reading either before or during the term of this **Service Contract** may render this **Service Contract** cancellable."

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is amended: "If **Emergency Repairs** covered by this **Service Contract** are required outside the **Obligor's** business hours, **You** should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, **You** should report the repairs to the **Obligor**. Failure to notify the **Obligor** within the time specified herein does not invalidate **Your** claim if **You** can demonstrate that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible. If **You** cannot demonstrate that it was not reasonably possible to give notice or file the proof of loss within the prescribed time, reimbursement for repairs outside of the aforementioned parameter or timeframe will not be considered."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the **Obligor**", "The **Obligor** of this **Service Contract** may cancel this **Contract** with written notice to **You** last known address with at least thirty (30) days' notice of such cancellation for the following reasons: (1) material misrepresentation related to the **Vehicle**; (2) substantial change in the risk assumed, unless the **Obligor** has reasonably foreseen the change or contemplated the risk when entering into this **Service Contract**; or (3) a substantial breach of contractual duties, conditions, or warranties by **You** relating to the **Vehicle**. A ten (10) day notice will be given for **Contracts** canceled due to non-payment of the **Contract** price."

The "ARBITRATION" section of this **Contract** is deleted in its entirety and replaced with the following: "Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et. Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction."

VERMONT

The "ARBITRATION" section of this **Contract** is deleted in its entirety.

VIRGINIA

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 <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

WEST VIRGINIA

The "ARBITRATION" section of this **Contract** is amended to include the following: "If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the third arbitrator equally."

WISCONSIN

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

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is amended: "**Our** obligations under this **Contract** are guaranteed under a policy of insurance issued by Dealers Assurance Company, P.O. Box 1829, 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."

Any reference to SUBROGATION is amended as follows: Any rights of subrogation by the **Obligor** will only apply after the **Contract Holder** has been made whole.

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is amended: "If **Emergency Repairs** covered by this **Contract** are required outside the **Obligor's** business hours, **You** should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, **You** should report the repairs to the **Obligor** at 866-444-1598. The **Obligor** will determine the reimbursement eligibility in accordance with the terms and conditions of this **Service Contract**. **Emergency Repairs** are only those repairs, which, if not performed, would render **Your Vehicle** inoperable or unsafe to drive. Reimbursement for such repairs will not be considered outside of the aforementioned parameter or timeframe. Failure by the **Contract Holder** to give notice or proof within the time required by the **Service Contract** does not invalidate or reduce the claim unless **We** are prejudiced by the failure to give notice."

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is added: "NOTE: In any instance, failure to obtain authorization prior to having repairs made will not invalidate or reduce a claim unless the **Obligor** is prejudiced by the **Contract Holder's** failure to obtain authorization."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the **Obligor**", "**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."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the **Contract** price, whichever is less, will be charged for all pro rata cancellations made by the **Contract Holder** or the **Finance Company**."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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 of the outstanding amount 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

THE LICENSED REPAIR FACILITY MUST CALL 1-866-444-1598 FOR AUTHORIZATION BEFORE STARTING ANY TEARDOWN OR REPAIRS.

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Contract and receive a refund as follows: (1) If this **Contract** is canceled within thirty (30) days of the **Contract** purchase date, and no claims have been made, **You** will receive a refund of the **Contract** price paid; or (2) If this **Contract** is canceled after thirty (30) days from the **Contract** purchase date, after a claim has been filed, or this **Contract** has been transferred, **You** will receive a pro rata refund, less any claims paid.", "NOTE: **You** will not receive a refund if this **Service Contract** has expired."

The "ARBITRATION" section of this **Contract** is deleted in its entirety.

WYOMING

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "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 forty-five (45) days after the return of this **Contract** to **Us**."

The "ARBITRATION" section of this **Contract** is amended as follows: "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 ONLY
NOT FOR SALE

Privacy Notice: We may collect nonpublic information we receive from you on our forms and other documents, such as name, address, vehicle information, lienholder, email address, signature, and contract number. We may disclose some or all of the information that we collect as described above to non-affiliate third parties in connection with the administration, processing, servicing or payment of your contract. We do not disclose any nonpublic information to anyone else, except as permitted by law. A complete copy of our Privacy Policy can be accessed at: www.iaawg.com or www.dealersassurance.com.

THE LICENSED REPAIR FACILITY MUST CALL 1-866-444-1598 FOR AUTHORIZATION BEFORE STARTING ANY TEARDOWN OR REPAIRS.

This sample contract displays the program benefits and coverage available in most states.

The enforceable version of this sample may vary by state.



iA American Available Point of Sale Materials

iA American's point of sale (POS) materials are branded marketing tools used to promote our products, boost brand visibility, and influence buying decisions. These POS materials play a key role in driving sales, enhancing customer experiences, and creating a strong visual presence within the dealerships. Standard POS materials include brochures and desk mats. Additional material options are listed below and can be designed upon request.



ENHANCED CARE POINT OF SALES MATERIALS

The following information identifies the point of sale materials currently available for the product listed in the "Contract Installed" box.

**CONTRACT
INSTALLED:**

DAJ-XX-XX-...

**BROCHURE
CODE:**

DAJ_BRO_...

**DESK MAT
CODE:**

DAJ_DM_...

SUPPLEMENTAL MARKETING COLLATERAL

Examples include, addendums, car toppers, roll-up banners, brochure holders, mirror hangers, and posters.

PRODUCT-SPECIFIC COLLATERAL

Collateral that is to be used with specific products like tire & wheel, dent, or appearance can be designed. Examples include, tire covers, mini shopping carts, and spilled cups.

GRAPHIC DESIGN SERVICES

iA American provides graphic design services for iA American products and programs allowing you to customize existing materials to fit your unique needs, or create completely new collateral*.

**Some restrictions may apply.*

Supplemental, product-specific, and customized materials can be designed upon request. Please note that this may add time and cost to your specific project.

Contact marketing@iaawg.com for more information.



TO ORDER, PLEASE HAVE **ABOVE
CODE(S)** HANDY AND CONTACT US.

EMAIL:

orders@iaawg.com

