



123527323

CA Approval #

CONTRACT NO.: SUPP- 10004115221

VEHICLE SERVICE CONTRACT
Toll Free Claims Number: 1-866-410-6748

The words in **boldface** type (other than the headings in this **Contract**) are defined in the "DEFINITIONS" section.

IMPORTANT: Purchase of the **Contract** is optional and is not required in order to purchase a vehicle or obtain financing for a motor vehicle. 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. However, the **In-service Date** may be amended as explained in the definition of "**Agreement Period**." If any information on this **Contract** is in error, contact the **Selling Dealer** or **Obligor** immediately.

CUSTOMER INFORMATION

SELLING DEALER INFORMATION

LAST NAME LIVINGSTON		FIRST NAME MARK		SELLING DEALER NAME CARMA AUTOMOTIVE GROUP INC			
CUSTOMER ADDRESS 2071 NEWNAN CROSSING BLVD E, Apt. #320				SELLING DEALER ADDRESS 4189 ABBOTTS BRIDGE RD			
CITY NEWNAN		STATE GA		ZIP 30265		CITY DULUTH	
		STATE GA				ZIP 30096	
TELEPHONE 678-532-6685		EMAIL ADDRESS melmaxx1998@gmail.com		TELEPHONE 404-382-5353		DEALER ACCOUNT NO. HUS	

VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN) 1N4AA5AP5CC861516		VEHICLE / CONTRACT SALE DATE 01/15/2026		VEHICLE ODOMETER READING AT THE TIME OF SALE 137,479 MILES		VEHICLE PURCHASE PRICE \$ 6,998.00	
YEAR 2012	MAKE Nissan	MODEL Maxima		CLASS 4D Sedan		CERTIFIED PRE-OWNED VEHICLE <input type="checkbox"/>	
LIENHOLDER – Credit Acceptance (CA) 25505 West Twelve Mile Road, Southfield, MI 48034						CONTRACT PRICE \$ 2,843.00	

VEHICLE OPTIONS

RIDE SHARE/FOOD DELIVERY TO CONSUMERS OVERSIZED/UNDERSIZED TIRES (MAXIMUM 20% BEYOND BASE VEHICLE MANUFACTURER TIRE SIZE)

OBLIGOR INFORMATION

FIRST AUTOMOTIVE SERVICE CORPORATION, P.O. Box 30250, ALBUQUERQUE, NM 87190, 1-866-410-6748.

COVERAGE PLAN

TERM

DEDUCTIBLE

POWERTRAIN BASE PREMIUM **24** MONTHS or **24,000** MILES \$ **100.00**
(Whichever occurs first)

TERM TYPE

EXTENDED TERM STANDARD TERM

Vehicle In-service Date: _____
Factory Warranty Expiration Date: _____
Factory Warranty Expiration Miles: _____

Extended terms apply as follows: If Powertrain Coverage is selected, the Extended Term will begin after the expiration of the **Manufacturer Powertrain Warranty**. If Base or Premium Coverage is selected, the Extended Term will begin after the expiration of the **Manufacturer Basic Warranty**, which may be extended if **Your Vehicle** is a **CPO Vehicle**. Standard terms begin on the Vehicle/Contract Sale Date.

OPTIONAL EMERGENCY ROADSIDE ASSISTANCE

ACCEPT DECLINE

PRICE
\$ 96.00 (Included in the Contract Price shown above)

Optional Emergency Roadside Assistance is available only during the **Agreement Period**, as further defined in this **Contract**. **Note:** for Extended terms, this Optional Emergency Roadside Assistance is not effective until the expiration of the **Manufacturer Basic Warranty**.

PURCHASER SIGNATURE

I have read and understand this **Contract**. I understand the above information is subject to verification and this **Contract** may be rejected if any of the above information is incorrect, or if the above **Vehicle** is ineligible for the term or coverage indicated, as determined by the **Obligor** in its sole discretion. I also understand that both the **Selling Dealer** and the **Obligor** assume no obligation or liability that does not appear in this **Service Contract**.

eSigned By: <i>Mark Livingston</i> Jan 15, 2026 7:22:57 PM EST	01/15/2026	eSigned By: <i>Amy Lord</i> Jan 15, 2026 6:47:46 PM EST	01/15/2026
CUSTOMER SIGNATURE	DATE	AUTHORIZED REPRESENTATIVE OF SELLING DEALER	DATE

The Obligor's performance under this Contract is insured by Dealers Assurance Company, P.O. Box 1819, Addison, TX 75001-1819. 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.

Not required to mail or fax this copy to Credit Acceptance

A. WHAT TO DO IF YOUR VEHICLE SUSTAINS A BREAKDOWN

1. Take immediate action to protect the Vehicle from further damage. This may require You to stop the Vehicle, turn off the engine, and have the Vehicle towed. Towing coverage is subject to the terms and conditions of this Contract. 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. You may take the Vehicle to any Licensed Repair Facility. However, the Licensed Repair Facility must obtain instructions from the Obligor prior to any repair.
3. Present this Contract and a copy of the tow receipt (when applicable) to the Licensed Repair Facility. The Obligor may also require You to provide the Licensed Repair Facility with proof of all relevant maintenance as expressed under "YOUR OBLIGATIONS."
4. It is Your responsibility to make certain the Licensed Repair Facility contacts the Obligor for instructions prior to any repairs. The Obligor can be reached toll free at 1-866-410-6748. Ensure that any facility You choose is willing to perform repairs according to the terms and conditions of this Service Contract. If necessary, We reserve the right to relocate Your Vehicle to a Licensed Repair Facility of Our choice. Claims Department hours are Monday through Friday, 7 a.m. to 7 p.m., Saturday 8 a.m. to 2 p.m. (CST).
5. If Emergency Repairs covered by this Contract are required, then 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 1-866-410-6748. The Obligor will determine the reimbursement eligibility in accordance with the terms and conditions of this Contract.
6. If Your repair is a Covered Repair, then You are required to pay the Deductible amount indicated in this Contract. In addition, You are also required to pay for anything not authorized by the Obligor.

B. YOUR OBLIGATIONS

To obtain coverage provided by this Contract, You must:

- Maintain Your Vehicle according to the Vehicle Manufacturer specifications.
- Keep, and make available to the Obligor upon request, verifiable signed receipts that show the above required maintenance and services were performed in a timely manner.

For a claim payment to be made under this Contract:

- You must have Your Licensed Repair Facility contact the Obligor for instructions at 1-866-410-6748 prior to beginning any repairs to a Covered Part.
- You must pay the Deductible for all Covered Repairs performed in a single visit to a Licensed Repair Facility.
- You are responsible for authorizing and paying for any teardown or diagnostic time needed to determine if Your Vehicle has a Covered Breakdown. If the Obligor determines that there is a Covered Breakdown, then We will pay for the reasonable cost of the teardown and diagnostic time as part of the Covered Repair.
- You must send all repair documentation requested by the Obligor to the following address: First Automotive Service Corporation, P.O. Box 30250, Albuquerque, NM 87190, 1-866-410-6748.

CLAIMS MUST BE SUBMITTED WITHIN SIXTY (60) DAYS FROM AUTHORIZATION TO QUALIFY FOR REIMBURSEMENT.

C. OUR OBLIGATIONS

1. Covered Breakdowns (Deductible Applies)

If a Covered Part Fails during the Agreement Period, We will pay You or the Licensed Repair Facility, less the Deductible (if applicable), for the repair or replacement, as the Obligor deems appropriate, of the Covered Part(s) that caused the Breakdown, but only if You have met Your obligations as described in this Contract.

The Obligor will verify the Breakdown with the Licensed Repair Facility, verify coverage, determine the extent of coverage, determine the Cost of the repair, and authorize the claim for any Covered Repairs subject to the terms and conditions of this Contract. The claim is not approved unless We give authorization numbers to the Licensed Repair Facility.

At the sole discretion of the Obligor, a Covered Part may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality. The use of non-original manufacturer's parts is permitted. 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 the Obligor determines that a repair in question is not a Covered Repair, then You are responsible for any cost incurred.

2. Additional Benefits Included (No Deductible)

NOTE: If the Extended Term is indicated on the first page of this Contract, Rental Car and Towing Benefits will be effective upon expiration of the Factory Warranty by time or mileage, whichever occurs first. Otherwise, Rental Car and Towing Benefits will be effective on the Vehicle Contract Sale Date.

Rental Car: We will reimburse You for a rental car at a rate of up to \$30.00 for every eight (8) hours of labor time required to complete a Covered Repair, up to a maximum of \$150.00 per Covered Breakdown. If there is a verifiable delay in obtaining a part needed to complete a Covered Repair, We will reimburse You for a rental car for up to an additional two (2) days. The Obligor will use factory labor guides or industry recognized flat-rate manuals to determine the required repair time. You must provide the Obligor with a valid receipt from a licensed rental agency to obtain reimbursement for a rental car.

- **Towing:** We will reimburse You for towing if the Vehicle is disabled due to a Covered Breakdown, up to a maximum of \$50 per Covered Breakdown. You must provide the Obligor with a valid receipt to obtain reimbursement for towing. This benefit does not apply if towing assistance is acquired through the Emergency Roadside Assistance option.

3. Optional Emergency Roadside Assistance (No Deductible Applies)

Emergency Roadside Assistance Benefits are available under this Contract only when the option is accepted on the first page of this Contract and the charge for such coverage has been included in the Contract Price. Emergency Roadside Assistance terms and conditions are set forth under F. OPTIONAL COVERAGE, "Emergency Roadside Assistance" of this Contract.

D. 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.

E. WHAT IS COVERED

Subject to the terms and conditions of this Contract, We will pay, or reimburse You, for the reasonable Cost to repair or replace any of the following listed Covered Parts (for the coverage specified below that You have purchased) that Fail as the result of a Covered Breakdown. For convenience, the Covered Parts are listed in categories below. Note: only the actual listed components are Covered Parts, not the component categories themselves. We will pay the cost of fluids when fluids are required as part of the repair or replacement of a Covered Part.

1. Powertrain Plan

Powertrain coverage plan includes the following Covered Parts:

- **Engine Components** All internal Lubricated Parts; camshaft; engine mounts; harmonic balancer; head gasket(s); intake and exhaust manifold(s); oil pan; supercharger; thermostat; timing belt; timing belt tensioner(s); timing cover; timing gear, chain and bolt; turbocharger; and valve cover(s). Engine block, cylinder sleeves, cylinder heads, and valve seats are covered when damaged due to a failure of an internal Lubricated Part. NOTE: This section also applies to internal combustion engines on Hybrid Vehicles.
- **Transmission Components** – Transmission case and all internal Lubricated Parts; bell housing; flex plate; oil pump housing; throttle valve; torque converter; transmission mounts; and vacuum modulator. For Automated Manual Transmissions (AMT) only: Clutch Assembly.
- **Drive Axle(s) Components** – Drive axle housing and all internal Lubricated Parts; constant velocity joints (See exclusion for constant velocity joint boots in "EXCLUSIONS — WHAT THIS CONTRACT DOES NOT COVER" section); drive shafts; and universal joints.
- **Transfer Case Components** – Transfer case housing and all internal Lubricated Parts.
- **Hybrid Vehicle and All-Electric Vehicle Components:** Drive Motor Assembly, Generator Motor Assembly, and Power Split Device.

2. Base Plan

Base coverage plan includes the following Covered Parts:

- **Powertrain Plan** – All Covered Parts listed under Powertrain Plan in 1 above.
- **Steering Components** – Steering gear box or rack, and all internal Lubricated Parts; center link; drag link; electric power steering pump; electric steering gear; electric steering motor; electric rack and pinion; idler arm; pitman arm; power steering pump; steering column shaft; steering column shaft couplings; and tie rod end(s).
- **Electrical Components** – Alternator; ignition coil; ignition module; starter motor and drive; starter solenoid, voltage regulator; and windshield wiper motor(s).

- **Air Conditioner Components** – Blower motor; condenser; compressor; compressor clutch; compressor pulley; evaporator; receiver dryer; and tensioner pulley and bearing. Air conditioner coverage applies only if the air conditioner is factory or dealer installed equipment.
- **Suspension Components** – Control arms; control arm bushings; coil springs; coil spring hangers; coil spring plates; coil spring adjusters; coil spring guides; coil spring pins; coil spring shims; coil spring washers; coil spring yokes; coil spring z-bushings; strut bar and bushings; suspension strut(s); stabilizer bar; stabilizer link; stabilizer bushing; spindle; torsion bars; torsion bar bushings; track bar bushings; and wheel bearings.
- **Cooling Components** – Engine cooling fan motor; radiator; radiator fan; radiator fan clutch; and water pump.
- **Fuel Components** – Fuel injectors; fuel pump/high-pressure fuel pump; fuel tank; and throttle body.
- **Brake Components** – ABS accumulator; ABS control module; ABS pump; ABS motor; ABS reservoir; ABS wheel speed sensors; combo valve; compensating valve; disc brake caliper(s); hydraulic motor assembly; hydraulic pump assembly; hydraulic lines and hydraulic line fittings; power brake cylinder; standard and ABS brake system master cylinder; vacuum assist booster; vacuum brake booster pump; and wheel cylinder(s).
- **Hybrid Vehicle and All-Electric Vehicle Components:** Converter Assembly and Inverter Assembly.

The following Base Plan components are covered only on Vehicles with less than or equal to 100,000 miles at the Vehicle/Contract Sale Date.

- **High-Tech Components** – Body control module; camshaft position sensor; control dash power supply; convertible top motor; coolant temperature sensor; crankshaft angle sensor; cruise control module and servo/transducer; driver information gauge indicators relating to the operation of the Vehicle (burned out L.E.D. lights/lamps are not covered); E.C.M.; fuel delivery lines (metal only); fuel gauge; fuel pressure regulator; fuel sending unit; idle speed motor; manifold pressure sensor; manifold temperature sensor; mass air flow sensor; oxygen sensor; power antenna motor; power door lock actuator; power seat motor; power window motor(s); primary fuel injection computer; sunroof motor; temperature control programmer; throttle position sensor; and vehicle speed sensor.
- **Hybrid Vehicle and All-Electric Vehicle Components:** Battery Fan Blower Motor; Battery Isolator; Battery Temperature Sensor (If serviceable independently of the High Voltage Battery); Drive Motor Charging Port; High Voltage Cables; High Voltage Connectors; Hydraulic or Electric Regenerative Braking System; Inverter Water Pump; Motor Controller Unit (MCU); Power Electronics Module (PEM); Onboard Battery Charging Module; and Voltage Regulators.
- **Seals and Gaskets** – Leaking seals and gaskets on any Covered Part listed under Powertrain Plan in 1 above and in this Base Plan section will be covered, provided the Vehicle had 100,000 miles or less on the odometer at the Vehicle/Contract Sale Date. Minor loss of fluid or seepage is considered normal and not considered a Covered Breakdown.

3. Premium Plan

If You selected Premium coverage plan, then all the mechanical and electrical parts of Your Vehicle are covered, EXCEPT those items listed under “EXCLUSIONS – WHAT THIS CONTRACT DOES NOT COVER.”

F. OPTIONAL COVERAGE

EMERGENCY ROADSIDE ASSISTANCE

On the Vehicle/Contract Sale Date, if You selected and paid for the Emergency Roadside Assistance option shown on the first page of this Vehicle Service Contract, the services listed below are available to You, with a maximum of \$50 per occurrence. However, if You seek roadside assistance 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 unless otherwise stated herein. No deductible applies for the benefits listed below.

If the Extended Term is indicated on the first page of this Contract and the Emergency Roadside Assistance option was selected and paid, Emergency Roadside Assistance will be effective upon expiration of the Factory Warranty by time or mileage, whichever occurs first. If the Standard Term is indicated on the first page of this Contract and the Emergency Roadside Assistance option was selected and paid, Emergency Roadside Assistance will be effective on the Vehicle/Contract Sale Date.

- **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 1-844-393-3991.**

Please have the following information readily available when dialing the roadside service number above:

1. Your Contract number and expiration date
2. The current location of Your Vehicle
3. Type of service requested

Under Emergency Roadside Assistance, We will not pay benefits for:

1. Any roadside service if the “Emergency Roadside Assistance” option was not selected and paid on the Vehicle/Contract Sale Date.
2. Charges for parts, replacement keys, fluids, lubricants, fuel, or the installation of products or materials.
3. Non-emergency towing or other non-emergency roadside services.
4. Mounting or removing of snow tires or chains, winching, extrication, or tire repair.
5. Camping trailers, travel trailers, or any vehicle in tow.
6. Any fines or vehicle storage charges.
7. Towing from a service station, garage, or repair shop, unless We relocate the Vehicle to another Licensed Repair Facility at Our expense.
8. Service on a vehicle that is not in a safe condition to be towed.
9. 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.
10. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
11. Repeated service calls for a vehicle in need of routine maintenance or repair.
12. More than one disablement for the same cause during any seven-day period.
13. Any roadside service acquired independently from this Service Contract.
14. Costs related to accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, electrical fire or meltdown, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion.

Emergency Roadside Assistance benefits administered by Quest Tow Services (unless indicated in the State Requirements and Disclosures section of this Contract) with corporate headquarters located at 106 West Tolles Drive, Saint Johns, MI 48879.

G. EXCLUSIONS — WHAT THIS CONTRACT DOES NOT COVER

This Contract provides no benefits or coverage for the following items, and We have no obligation under this Contract for:

1. A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner.
2. A Breakdown caused by towing a trailer, another vehicle, or any other object unless Your Vehicle is equipped for this use as recommended by the Vehicle Manufacturer.
3. Repair of any parts in connection with a Covered Repair when those parts are not necessary for the completion of the Covered Repair. Such repair or replacement

Not required to mail or fax this copy to Credit Acceptance

is an improvement to Your Vehicle and is not covered by this Contract.

4. 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).
5. A Breakdown caused by off-roading, misuse, abuse, racing, or any form of competition.
6. Any Mechanical Breakdown covered by an insurance entity, the manufacturer's warranty, or recall. Any component with a warranty or "repairer's guarantee" through a repair facility. Any cost which would normally be covered by a vehicle manufacturer warranty or a dealer warranty required under state law, whether or not such warranty is in force respecting Your Vehicle. 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.
7. Any Vehicle that has been repurchased by or had its price renegotiated with the manufacturer.
8. Any Vehicle that has had the manufacturer's warranty revoked, voided, or cancelled; or any Vehicle that never came with a manufacturer warranty.
9. Damage to the Vehicle caused by continued Vehicle operation after the Failure of a Covered Part. This exclusion doesn't apply to constant velocity joint Failures caused by neglected, torn, cracked or perforated constant velocity joint boot(s) if Your Vehicle had less than or equal to 100,000 miles at the Vehicle/Contract Sale Date.
10. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or an improper repair.
11. The repair or replacement of any non-Covered Component that has been damaged as a result of the Failure of a Covered Component.
12. The repair or replacement of any Covered Component that has not Failed, as defined in this Contract.
13. Any liability, cost, or damages You incur or may incur from any third-parties other than for Covered Parts.
14. Vehicles registered or needing repairs or replacements outside of the continental United States, Alaska, Hawaii, or Canada.
15. 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, lost profits or savings, or other incidental or consequential damage or loss resulting from the operation, repair, maintenance or use of this Vehicle.
16. Any cost or other benefit for which the Vehicle Manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
17. Loss of engine compression through gradual failure of engine rings and valves.
18. Constant velocity joint boots if Your vehicle had more than 100,000 on the odometer on the Vehicle/Contract Sale Date.
19. Any seal or gasket Failure if Your Vehicle has greater than 150,000 miles on the odometer at the time of the Breakdown.
20. The maintenance services and parts described in the "YOUR OBLIGATIONS" section or in the Vehicle Manufacturer's maintenance schedule for Your Vehicle.
21. Other normal maintenance services and parts, including, without limitation: engine tune-up; spark plugs; ignition wires; distributor cap and rotor; carburetor; EGR valve; batteries of any kind; filters; lubricants or fluids, air conditioning refrigerant, or engine coolant (except when such lubricants, fluids, refrigerant or coolant must be replaced as part of the repair or replacement of a Covered Part); all hoses and belts that are not specifically listed under "Covered Parts;" wiper blades; brake pads and shoes; brake rotors and drums; suspension alignment; tires; wheel balancing; shock absorbers; exhaust system. For Manual Transmission only: friction clutch disc and pressure plate. For Automated Manual Transmissions (AMT) and Manual Transmissions: throw out bearing/engagement bearing.
22. The timing belt is a maintenance item and must be replaced at scheduled maintenance intervals in accordance with the Vehicle manufacturer's recommendations. If (a) a timing belt breaks, (b) the timing belt was due for replacement at a scheduled maintenance interval after the purchase of the Contract, and (c) You did not replace the timing belt at the scheduled maintenance interval, then We will not cover the timing belt or any damage resulting from a broken timing belt.
23. Glass, glass framework and fastening adhesives, sealed beam head lamps, light bulbs, lenses, HID or LED headlight assemblies, Safety Restraint Systems (including air bags), trim, moldings, bright metal, upholstery and carpeting, paint, sheet metal, body panels, structural framework and structural welds.
24. Aftermarket accessories or non-original equipment, components and systems not installed by the Vehicle Manufacturer, including, without limitation, anti-theft systems, radio/speaker equipment, telephones, cruise control, and sunroof.
25. GPS navigation systems and TV/Video/DVD/Entertainment Systems.
26. Repairs performed without Our prior authorization. This exclusion does not apply to Emergency Repairs.
27. Any Vehicle with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market).
28. The repair, retrofit, or replacement of any component if required solely for compliance by any local, state, or federal law or legislation.
29. 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. Failures caused by modified suspensions are not excluded if the modification occurred prior to the Vehicle/Contract Sale Date, denoted by selecting the "Oversized/Undersized Tires" check box in the "Vehicle Information" section on the first page of this Contract. However, all "non-stock" or modified components are not covered.
30. Any Mechanical Breakdown or Failure caused by (a) Wear and Tear; (b) Your failure to provide proper maintenance to the Failed part or parts or a Breakdown caused by lack of customary, proper, or Vehicle Manufacturer's specified maintenance; (c) overheating, regardless of the cause of overheating; (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, impact, collision or upset falling missiles or objects, rust, corrosion, fire, electrical fire or meltdown, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE; (g) acts of public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting Your Vehicle.
31. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
32. 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).
33. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments, oil, fluids, greases, lubricants or refrigerant.
34. 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.
35. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Obligor.

In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract if:

36. The Vehicle odometer fails or, for any reason, does not record the actual mileage of Your Vehicle after purchase date, and You do not have it repaired and the mileage certified within thirty (30) days of failure date.
37. Any Vehicle used for Commercial Purposes other than for Ride Share or Food Delivery to Consumers if the Ride Share/Food Delivery to Consumers Vehicle Option is selected on the first page of this Contract.
38. Any Vehicle used as a postal vehicle, taxi, police car, or other emergency vehicle.
39. You rent Your Vehicle to someone else.
40. Your Vehicle is equipped with a snowplow or is used to plow snow.
41. You are using or have used Your Vehicle in a manner that is not recommended by the Vehicle Manufacturer.
42. Your Vehicle is modified from the Vehicle Manufacturer's original specifications. This exclusion doesn't apply to vehicles with modified suspensions if the vehicle odometer was recalibrated to accommodate the change in tire size and if the suspension was modified prior to the Vehicle/Contract Sale Date and the "Oversized/Undersized Tires" option on the first page of this Contract was selected.

H. CANCELLATION OF THIS CONTRACT

Cancellation By You

You may cancel this Contract at any time by notifying the Obligor or Lienholder. Your cancellation notice must be accompanied by the then-current Vehicle mileage.

Cancellation By Us

We reserve the right to cancel this Contract and will not pay for a Covered Breakdown if:

- The Vehicle odometer fails, or for any reason does not record the actual mileage of Your Vehicle after Vehicle/Contract Sale Date, and You do not have it repaired and the mileage certified within thirty (30) days of failure date.
- Your Vehicle is used for commercial purposes other than Ride Share or Food Delivery to Consumers.

- You rent Your Vehicle to someone else.
- Your Vehicle is equipped with a snowplow or is used to plow snow.
- You are using or have used Your Vehicle in a manner that is not recommended by the Vehicle Manufacturer.
- Your Vehicle is modified from the Vehicle Manufacturer's original specifications, except modified suspensions if the vehicle odometer was recalibrated to accommodate the change in tire size and if the suspension was modified prior to the Vehicle/Contract Sale Date and the "Oversized/Undersized Tires" option on the first page of this Contract was selected.
- The Vehicle has a salvage title or is a grey market vehicle.

Cancellation By the Lienholder

You understand and acknowledge that the Lienholder (if any) has the right to cancel this Contract if the Vehicle is repossessed or destroyed or You are otherwise in default of Your obligations to repay the amount financed by the Lienholder.

I. RENEWAL

This Contract is non-renewable.

J. REFUNDS AND CHARGES

In all instances, if there is no Lienholder, the refundable amount will be paid to You. If there is a Lienholder, the refundable amount will be paid to the Lienholder.

Extended Term Cancellation:

If this Contract is cancelled within the first thirty (30) days from the Vehicle/Contract Sale Date, You will be entitled to a full refund of the Contract Price.

If this Contract is cancelled more than thirty (30) days past the Vehicle/Contract Sale Date, but before the expiration of the Factory Warranty by time or miles (whichever occurs first), You will be entitled to a full refund of the Contract Price. A cancellation fee of fifty dollars (\$50.00) will be charged for cancellations made by You or the Lienholder. No cancellation fee shall apply if this Contract is canceled by Us.

If this Contract is cancelled more than thirty (30) days past the Vehicle/Contract Sale Date and the Factory Warranty has expired by time or miles (whichever occurs first), You will be entitled to a pro rata refund of the Contract Price. A cancellation fee of fifty dollars (\$50.00) will be charged for cancellations made by You or the Lienholder. No cancellation fee shall apply if this Contract is canceled by Us. Pro rata refunds under Extended terms are determined by multiplying the amount You paid for this Service Contract by the lesser of the following two ratios: (a) the number of covered days remaining divided by the number of days in the original term months reflected on the first page of this Contract, or by (b) the number of remaining term miles divided by the original number of term miles reflected on the first page of this Contract.

If Your Term reflects Unlimited Miles, any pro rata refund shall be determined by calculating the number of covered days remaining on the Service Contract divided by the original number of covered days.

Standard Term Cancellation:

If this Contract is cancelled within the first thirty (30) days from the Vehicle/Contract Sale Date, You will be entitled to a full refund of the Contract Price.

If this Contract is cancelled more than thirty (30) days past the Vehicle/Contract Sale Date, You will be entitled to a pro rata refund of the Contract Price. A cancellation fee of fifty dollars (\$50.00) will be charged for cancellations made by You or the Lienholder. No cancellation fee shall apply if this Contract is canceled by Us. Pro rata refunds under Standard terms are determined by multiplying the amount You paid for this Service Contract by the lesser of the following two ratios: (a) the number of covered days remaining divided by the number of days in the original term months reflected on the first page of this Contract, or by (b) the number of remaining term miles divided by the original number of term miles reflected on the first page of this Contract.

If Your Term reflects Unlimited Miles, any pro rata refund shall be determined by calculating the number of covered days remaining on the Service Contract divided by the original number of covered days.

NOTE: Contracts properly transferred according to the instructions in the "HOW COVERAGE MAY TRANSFERRED" section of this Contract are not eligible for cancellation refunds.

K. DEFINITIONS

- "Agreement Period" means the period during which this Contract is in effect. The Agreement Period is measured as follows: (1) Standard terms begin on the Vehicle/Contract Sale Date and end when the months or mileage for the selected term (listed on the first page of this Contract) has elapsed, whichever occurs first; (2) Extended terms begin on the expiration of the Factory Warranty (measured from the Factory Warranty Expiration Date and Factory Warranty Expiration Miles listed on the first page of this Contract) and end when the months or mileage for the selected term (listed on the first page of this Contract) has elapsed, whichever occurs first. If the Extended term is indicated on the first page of this Contract, and if the Vehicle In-Service Date is not recorded on this Contract or if the Vehicle In-Service Date is recorded inaccurately, the Obligor will determine the Vehicle In-Service Date. Additionally, if You are able to provide reasonable proof to Us that the actual expiration date of the Factory Warranty is different from the date or miles specified in the Term Type section located on the first page of this Contract, and the asserted expiration date or mileage is confirmed by Us, then the revised expiration date/mileage will be used to determine when the Agreement Period begins. Please call the Obligor toll-free at (866) 410-6748 if you have questions regarding the Agreement Period.
- "Breakdown", "Mechanical Breakdown", "Fails" or "Failed" means the total failure of any Covered Part to work as it was designed to work in normal service.
- "Certified Pre-Owned Vehicle" or "CPO Vehicle" means a late-model used car that has gone through a thorough inspection and reconditioning by a franchise dealer and has been given a certified pre-owned limited warranty through the vehicle manufacturer ("CPO Warranty").
- "Commercial Purposes" means business purposes or for profit. Some examples of Commercial Purposes are plowing snow, taxi, delivery, shuttle, Ride Share, Food Delivery to Consumers, emergency, towing, or rental.
- "Contract" or "Service Contract" means this document in its entirety.
- "Contract Price" or "Provider Fee" means the price of this Contract (including charges for Optional Coverage), as specified on the first page of this Contract.
- "Cost" means 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 the manufacturer's suggested retail (list) price for parts or the labor hour allowances derived from industry recognized flat-rate manuals.
- "Covered Breakdown" means a Breakdown that is covered by this Contract.
- "Covered Part" or "Covered Components" means an item listed in the "What is Covered" section.
- "Covered Repair" means a repair to a Covered Part approved by the Obligor.
- "Deductible" means the portion of a Covered Repair(s) that You are obligated to pay to the Licensed Repair Facility. This portion is stated on the first page of this Contract, and it applies to each repair visit.
- "Electric Vehicle" means a vehicle that is propelled by an electric motor and contains no internal combustion engine.
- "Emergency Repairs" means repairs made outside of Obligor's business hours, which, if not immediately performed, would impair the future operation of Your Vehicle or render it inoperable or unsafe to drive.
- "Factory Warranty" for non-CPO vehicles means the MBW. Factory Warranty for CPO Vehicles means the comprehensive coverage portion of the manufacturer's CPO Warranty.
- "Food Delivery to Consumers" means services where food is delivered directly from a local restaurant or retailer to the consumer through a third-party delivery service provider such as Grubhub, Door Dash, Uber Eats, or Favor.
- "Hybrid Vehicle" means a vehicle that is equipped with -- and is propelled alternately by -- both an internal combustion engine and an electric motor.
- "Licensed Repair Facility" means any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates.
- "Lienholder" means the financial institution (if any) that has a legal security interest in Your Vehicle.
- "Lubricated Part" means a part that requires lubrication to perform its function.
- "Manufacturer Basic Warranty" or "MBW," commonly referred to as a comprehensive warranty, is part of the Manufacturer New Vehicle Limited Warranty. For a detailed description of the Manufacturer Basic Warranty, including component coverage and the length of the term, please see the warranty guide issued by the manufacturer of Your Vehicle.

- **"Manufacturer New Vehicle Limited Warranty"** means the new vehicle warranty issued by the vehicle's manufacturer that outlines the manufacturer's responsibilities related to ensuring that the vehicle will work as intended for a specified amount of time and mileage.
- **"Manufacturer Powertrain Warranty"** is part of the **Manufacturer New Vehicle Limited Warranty**. The **Manufacturer Powertrain Warranty** term and coverage varies by manufacturer, but the following components are commonly listed as covered components: engine, transmission, transfer case, and front and rear differential assemblies. For a detailed description of the **Manufacturer Powertrain Warranty**, including component coverage and the length of the term, please see the warranty guide issued by the manufacturer of **Your Vehicle**.
- **"Obligor"** and **"Provider"** means the administrator and the party obligated to perform under the terms and conditions of this **Contract**: **First Automotive Service Corporation**, P.O. Box 30250, Albuquerque, NM 87190, 1-866-410-6748.
- **"Oversized/Undersized Tires"** means any tire that's up to twenty percent (20%) larger or twenty percent (20%) smaller than the tire size recommended by the manufacturer for **Your Vehicle**.
- **"Rideshare"** means commercial use of the vehicle limited to rideshare services including, but not limited to, Uber or Lyft, but excluding other passenger services such as shuttle, limousine or livery services.
- **"Selling Dealer"** means the automobile dealer identified on the first page of this **Contract**.
- **"Vehicle"** means the **Vehicle** covered by this **Contract**, as identified on the first page of this **Contract**.
- **"Vehicle/Contract Sale Date"** means the date the **Vehicle** and this **Contract** were purchased.
- **"Vehicle In-service Date"** or **"In-service Date"** means the date the **Vehicle** first went into service and the **Manufacturer Basic 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).
- **"Vehicle Manufacturer"** means the manufacturer of the **Vehicle**.
- **"Vehicle Purchase Price"** means the price paid for the **Vehicle** excluding dealer prep, tax and additional products.
- **"We," "Us,"** and **"Our"** refers to the **Obligor** shown on the first page of this **Contract**.
- **"Wear and Tear"** means the gradual reduction in component performance through normal or excessive usage.
- **"You," "Your," "Yours," "Contract Holder,"** and **"I"** refer to the customer identified on the first page of this **Contract**.

L. OTHER IMPORTANT CONTRACT PROVISIONS/LIMITATIONS

Our Rights Against Others

If **You** receive any benefits under this **Contract**, **We** will be entitled to all **Your** rights of recovery against any manufacturer, repairer or other party who may be responsible to **You** for the costs covered by this **Contract** or for any other payment made by **Us**. If **We** ask, **You** agree to help **Us** enforce these rights. **You** also agree to cooperate and help **Us** in any other matter concerning this **Contract**.

Entire Agreement

This **Contract** contains the entire agreement between **You** and **Us** and supersedes any and all prior and contemporaneous agreements (both written and verbal) between **You** and **Us** concerning the subject matter of this **Contract**. This **Contract** is not valid unless signed by both **You** and an authorized representative of the **Selling Dealer**.

When this Contract will End

This **Contract** will terminate when:

- **Your** coverage expires via time or mileage as explained in the definition of **"Agreement Period."**
- **You** sell **Your Vehicle**, unless this **Contract** is properly transferred according to the instructions in the "HOW COVERAGE MAY BE TRANSFERRED" section.
- This **Contract** is cancelled as outlined in the "CANCELLATION OF THIS CONTRACT" section.

M. 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.

N. HOW COVERAGE MAY BE TRANSFERRED

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, but only if:

- **You** are the first holder of this **Contract**
- The **Contract** is not transferred to a new or used vehicle dealer or anyone other than an individual purchasing **Your Vehicle** for personal use.
- The **Obligor** receives from **You** the completed transfer application (see "TRANSFER APPLICATION" section) within thirty (30) days after the date **You** sell **Your Vehicle**.
- **You** pay the **Obligor** a \$50.00 transfer fee
- **You** provide the new owner and **Obligor** with copies of all **Vehicle** maintenance and service receipts as required by this **Contract** (see "YOUR OBLIGATIONS" section).
- This **Contract** was not transferred once before
- This **Contract** has not been assigned to another vehicle

The **Obligor** has the discretion to approve or reject **Your** request to transfer coverage. Copies of all maintenance records showing oil changes and manufacturer's required maintenance must be given to the new owner, and the new owner must retain these records. 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.

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.

The transfer will be effective when **You** receive a transfer confirmation letter from the **Obligor**. If the purchase of **Your Vehicle** was financed and **Your Vehicle** is a total loss or is repossessed, **Your** rights and obligations under this **Contract** immediately and automatically transfer to the **Lienholder**.

O. TRANSFER APPLICATION

To transfer this **Contract**, complete the form on the next page and mail it with copies of **Your** maintenance records and **Your** copy of this **Contract** to the **Obligor** at the following address: **First Automotive Service Corporation**, P.O. Box 30250, Albuquerque, NM 87190, 1-866-410-6748. Transfer will be valid when the new owner receives a confirmation letter from First Automotive Service Corporation.

Not required to mail or fax this copy to Credit Acceptance

TRANSFER FORM

Obligor:

I, _____ (transferor), am transferring this **Contract** in accordance with the provisions stated in this **Contract**. I am enclosing a \$50.00 check or money order payable to First Automotive Service Corporation. I have provided to the new owner/transferee and the **Obligor**, copies of all receipts for the maintenance and servicing of the **Vehicle** as required by this **Contract**.

Name of New Owner/ Transferee _____ Contract # _____ VIN # _____

Address _____ City _____ State _____ Zip _____

Date of Transfer _____ Odometer Mileage on Date of Transfer _____

Signature of Transferee _____ Date _____

Signature of Transferor _____ Date _____

COPY OF ELECTRONIC ORIGINAL

STATE REQUIREMENTS AND DISCLOSURES

THIS CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING STATE REQUIREMENTS AND DISCLOSURES:
 Not required to mail or fax this copy to Credit Acceptance

ALABAMA

Within the "CANCELLATION OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is added: "Cancellation By Us", "If **We** cancel this **Contract**, written notice will be sent to **You** at **Your** last known address with at least five (5) days' notice prior to cancellation. Prior notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason of cancellation is nonpayment of the **Contract Price** or a material misrepresentation by **You** to **Us** relating to the **Vehicle** or its use."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **You** cancel/return the **Contract** to **Us** within the full refund period., 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**."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the cancellation fee is amended to twenty-five dollars (\$25) for cancellations made by **You** or the **Lienholder**.

ALASKA

Within the "DEFINITIONS" section of this **Contract**, the following sentence(s) is amended: "'**Obligor**" and "**Provider**" means **Dealers Alliance Corporation**, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913."

The "OBLIGOR INFORMATION" on page 1 of this **Contract**, is deleted and replaced with the following: OBLIGOR INFORMATION - **Dealers Alliance Corporation**, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913.

Within the "YOUR OBLIGATIONS" section of this **Contract**, the following sentence(s) is amended: "**You** must send all repair documentation requested by the **Obligor** to the following address: **Dealers Alliance Corporation**, P.O. Box 1829, Addison, TX 75001."

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 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 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 claim 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 "CANCELLATION OF THIS CONTRACT" section of this **Contract**, "Cancellation By Us", is deleted in its entirety and replaced with the following: "**We** may cancel this **Contract** for: (1) nonpayment of the **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; or (6) a substantial breach of contractual duties by **You** related to the covered **Vehicle**. If **We** cancel this **Contract**, written notice will be sent to **You** at **Your** last known address with at least five (5) days' notice prior to cancellation. Prior notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason of cancellation is nonpayment of the **Contract Price** or a material misrepresentation by **You** in obtaining this **Contract** or in pursuing a claim under this **Contract**."

Within the "REFUND AND CHARGES" section of this **Contract**, the following sentence(s) is added: "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."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the cancellation fee is amended to fifty dollars (\$50) or seven and a half percent (7.5%) of the unearned **Contract Price**, whichever is less, for cancellations made by **You** or the **Lienholder**.

Within the "YOUR OBLIGATIONS" section of this **Contract**, the following sentence(s) is amended: CLAIMS SHOULD BE SUBMITTED WITHIN SIXTY (60) DAYS FROM AUTHORIZATION TO QUALIFY FOR REIMBURSEMENT. Failure by the **Contract Holder** to send all repair documentation requested by the **Obligor** within the stated time frame does not disqualify the claim from reimbursement unless **We** are prejudiced by the late reporting."

Within the "TRANSFER APPLICATION" section of this **Contract**, all references to "**First Automotive Service Corporation**, PO Box 30250, Albuquerque, NM 87190, 1-866-410-6748" are replaced with "**Dealers Alliance Corporation**, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913."

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 Affairs."

Within the "EXCLUSIONS – WHAT THIS CONTRACT DOES NOT COVER" 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 Dealer** at the time this **Service Contract** was sold.", "Any **Vehicle** with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, or fire)."

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

Within the "REFUNDS AND CHARGES" section of this **Contract**, the cancellation fee is amended to fifty dollars (\$50) or ten percent (10%) of the **Contract Price**, whichever is less, for cancellations made by **You** or the **Lienholder**.

ARKANSAS

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

CALIFORNIA

Within the "DEFINITIONS" section of this **Contract**, the following sentence(s) is amended: "**Obligor** and **Provider** means the administrator and the party obligated to perform under the terms and conditions of this **Contract**: **First Automotive Service Corporation**, 2400 Louisiana Blvd. NE, Bldg. 4, # 100, Albuquerque, NM 87110, 1-866-410-6748, California License # 0D65210."

Within the "DEFINITIONS" section of this **Contract**, the definition of **Cost** is deleted in its entirety and replaced with the following: "**Cost**: The actual parts and labor charges required to repair or replace **Covered Components**. These charges are subject to the **Obligor's** approval and will not exceed the manufacturer's suggested retail (list) price for parts or the labor hour allowances derived from industry recognized flat-rate manuals."

The "INSURANCE INFORMATION" section of this **Contract** is deleted in its entirety and replaced with the following: "**Our** performance under this **Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days

after **Your** request. The name and address of the insurance company is Dealers Assurance Company, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913. If **You** are not satisfied with the insurance company response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov)." **Not required to mail or fax this copy to Credit Acceptance**

Within the "CANCELLATION OF THIS CONTRACT" section of this **Contract**, "Cancellation By **Us**", is deleted in its entirety and replaced with the following: "**We** may cancel this **Contract** for any reason within the first sixty (60) days of the **Contract** sale date; anytime thereafter, **We** may only cancel this **Contract** for material misrepresentation, fraud, or non-payment of the **Contract Price**. If **We** cancel this **Contract** within the first sixty (60) days for any reason, a notice of cancellation will be mailed to the **Contract Holder** stating the specific grounds for cancellation prior to the sixty-first (61st) day from the **Contract** sale date. If this **Contract** is cancelled due to material misrepresentation, fraud, or non-payment of the **Contract Price**, a notice of cancellation will be mailed to the **Contract Holder** stating the nature of misrepresentation or the specific grounds for cancellation. Cancellation will be valid no less than five (5) days after the postmark date of notice of cancellation. Any claim reported to the **Us** prior to the cancellation is covered, subject to the terms, conditions, exclusions, and limitations in this **Contract**. If this **Contract** is cancelled by **Us**, **Your** refund will be paid or credited within thirty (30) days of the cancellation date"

The "REFUNDS AND CHARGES" section of this **Contract**, is deleted in its entirety and replaced with the following:

In all instances, if there is no **Lienholder**, the refundable amount will be paid to **You**. If there is a **Lienholder**, the refundable amount will be paid to the **Lienholder**

Extended Coverage Cancellation:

If this **Contract** is cancelled within sixty (60) of the date **You** received this **Contract**, **You** will be entitled to a full refund of the **Contract Price**.

If this **Contract** is cancelled after sixty (60) days past the date **You** received this **Contract**, but before the expiration of the **Manufacturer Basic Warranty** by time or miles (whichever occurs first), **You** will be entitled to a full refund of the **Contract Price**. A cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the **Contract Price**, whichever is less, will be charged for cancellations made by **You** or the **Lienholder**. No cancellation fee shall apply if this **Contract** is canceled by **Us**.

If this **Contract** is cancelled after sixty (60) past the date **You** received this **Contract** and the **Manufacturer Basic Warranty** has expired by time or miles (whichever occurs first), **You** will be entitled to a pro rata refund of the **Contract Price**. The **Obligor** will retain a cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the **Service Contract** price, whichever is less, if this **Contract** is cancelled by **You** or the **Lienholder** after sixty (60) days past the date **You** received this **Contract**. No cancellation fee shall apply if this **Contract** is canceled by **Us**. Pro rata refunds under Extended terms are determined by multiplying the amount **You** paid for this **Service Contract** by the lesser of the following two ratios: (a) the number of covered days remaining divided by the number of days in the original term months reflected on the first page of this **Contract**, or by (b) the number of remaining term miles divided by the original number of term miles reflected on the first page of this **Contract**. If **Your** Term reflects Unlimited Miles, any pro rata refund shall be determined by calculating the number of covered days remaining on the **Service Contract** divided by the original number of covered days.

Standard Coverage Cancellation:

If this **Contract** is cancelled within sixty (60) of the date **You** received this **Contract**, **You** will be entitled to a full refund of the **Contract Price**.

If this **Contract** is cancelled after sixty (60) days past the date **You** received this **Contract**, **You** will be entitled to a pro rata refund of the **Contract Price**. The **Obligor** will retain a cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the **Service Contract** price, whichever is less, if this **Contract** is cancelled by **You** or the **Lienholder** after sixty (60) days past the date **You** received this **Contract**. No cancellation fee shall apply if this **Contract** is canceled by **Us**. Pro rata refunds under Standard terms are determined by multiplying the amount **You** paid for this **Service Contract** by the lesser of the following two ratios: (a) the number of covered days remaining divided by the number of days in the original term months reflected on the first page of this **Contract**, or by (b) the number of remaining term miles divided by the original number of term miles reflected on the first page of this **Contract**. If **Your** Term reflects Unlimited Miles, any pro rata refund shall be determined by calculating the number of covered days remaining on the **Service Contract** divided by the original number of covered days.

NOTE: Contracts properly transferred according to the instructions in the "HOW COVERAGE MAY TRANSFERRED" section of this **Contract** are not eligible for cancellation refunds.

Emergency Roadside Assistance benefits administered by Quest Tow Services, LLC dba Quest Motor Club of California, with corporate headquarters located at 106 West Tolles Drive, Saint Johns, MI 48879.

Within the "ARBITRATION" section of this **Contract** the following sentence(s) is added: "The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Arbitration will be handled in accordance with the California Arbitration Act (CA Code of Civil Procedure, § 1280). All fees and costs shall be calculated in compliance with CA Code of Civil Procedure, § 1284.3)."

COLORADO

Our obligations under this **Contract** are guaranteed by an insurance policy issued by Dealers Assurance Company, Policy Number: USA034.

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 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 OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is added: "Cancellation By **You**", "**You** have a right to cancel this **Service Contract** if **You** return the **Vehicle** or if the **Vehicle** is sold, lost, stolen or destroyed."

The following sentence(s) 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.", "This **Service Contract** does not include in-home service."

DISTRICT OF COLUMBIA

Within the "CANCELLATION OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is added: "Cancellation By **Us**", "If **We** cancel this **Contract**, written notice will be sent to **You** at **Your** last known address with at least five (5) days' notice prior to cancellation. Prior notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason of cancellation is nonpayment of the **Contract Price**, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** related to the **Vehicle** or its use."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **You** cancel/return the **Contract** to **Us** within the full refund period, 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**."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the cancellation fee is amended to fifty dollars (\$50) or ten percent (10%) of the **Contract** price, whichever is less, for cancellations made by **You** or the **Lienholder**.

GEORGIA

Within the "EXCLUSIONS – WHAT THIS CONTRACT DOES NOT COVER" 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 known to **You** at the time this **Service Contract** was sold (i.e. pre-existing conditions)", "A **Breakdown** caused by or involving modifications or additions to **Your Vehicle**, made by **You** or with **Your** knowledge, unless those modifications or additions were performed or recommended by the **Vehicle Manufacturer**.", "Damage due to the alteration, modification, or use of **Your Vehicle** in a manner not recommended by the manufacturer by **YOU-XX-XX-02**

You or with Your knowledge, including the use of "non-stock" or modified parts.", Your Vehicle is modified by You or with Your knowledge from the Vehicle Manufacturer's original specifications."

Not required to mail or fax this copy to Credit Acceptance

Within the "CANCELLATION OF THIS CONTRACT" section of this Contract, "Cancellation By Us", is deleted in its entirety and replaced with the following: "We may cancel this Service Contract for nonpayment of the 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. Prior notice shall state the effective cancellation date and the reason for cancellation."

Within the "CANCELLATION OF THIS CONTRACT" section of this Contract, "Cancellation By the Lienholder", is deleted in its entirety and replaced with the following: "You hereby authorize the Lienholder to cancel this Contract on Your behalf in the event: (1) Your Vehicle is repossessed; or (2) Your Vehicle is declared a total loss."

Within the "REFUNDS AND CHARGES" section of this Contract, the cancellation fee is amended to fifty dollars (\$50) or ten percent (10%) of the unearned pro rata Contract price, whichever is less, for cancellations made by You or the Lienholder.

Within the "REFUNDS AND CHARGES" section of this Contract, the following sentence(s) is added: "If You cancel/return the Contract to Us within the full refund period, 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 "DEFINITIONS" section of this Contract, the following sentence(s) is amended: "Obligor and Provider means Dealers Alliance Corporation, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913."

Within the "CANCELLATION OF THIS CONTRACT" section of this Contract, the following sentence(s) is added: "Cancellation By Us", "If We cancel this Contract, written notice will be sent to You at Your last known address with at least five (5) days' notice prior to cancellation. Prior notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason of cancellation is nonpayment of the Contract Price, a material misrepresentation by You to Us, or a substantial breach of duties by You related to the Vehicle or its use."

Within the "REFUNDS AND CHARGES" section of this Contract, the following sentence(s) is added: "If You cancel/return the Contract to Us within the full refund period, 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.

ILLINOIS

Within the "REFUNDS AND CHARGES" section of this Contract, the cancellation fee is amended to fifty dollars (\$50) or ten percent (10%) of the Contract Price, whichever is less, for cancellations made by You or the Lienholder.

INDIANA

Your proof of payment to the Selling Dealer for this Contract shall be considered proof of payment to the insurance company, which guarantees Our obligation to You. This Contract is not insurance and is not subject to Indiana insurance law.

Within the "INSURANCE INFORMATION" section of this Contract, the following sentence(s) is 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 refunds 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 OF THIS CONTRACT" section of this Contract, the following sentence(s) is added: "Cancellation By Us", "If We cancel this Contract, written notice will be sent to You at Your last known address with at least fifteen (15) days' notice prior to cancellation. Prior notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason of cancellation is nonpayment of the Contract Price, a material misrepresentation by You to Us, or a substantial breach of duties by You related to the Vehicle or its use."

Within the "REFUNDS AND CHARGES" section of this Contract, the following sentence(s) is added: "If You cancel/return the Contract to Us within the full refund period, 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 "REFUNDS AND CHARGES" section of this Contract, the cancellation fee is amended to fifty dollars (\$50) or ten percent (10%) of the Contract Price, whichever is less, for cancellations made by You or the Lienholder.

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 OF THIS CONTRACT" section of this Contract, the following sentence(s) is added: "Cancellation By Us", "If We cancel this Contract, written notice will be sent to You at Your last known address with at least fifteen (15) days' notice prior to cancellation. Prior notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason of cancellation is nonpayment of the Contract Price, a material misrepresentation by You to Us, or a substantial breach of duties by You related to the Vehicle or its use."

Within the "REFUNDS AND CHARGES" section of this Contract, the following sentence(s) is added: "If You cancel/return the Contract to Us within the full refund period, 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 OF THIS CONTRACT" section of this Contract, the following sentence(s) is added: "Cancellation By Us", "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 "REFUNDS AND CHARGES" section of this Contract, the following sentence(s) is amended: "Extended Term Cancellation", "If this Contract is cancelled within the first thirty (30) days after the Vehicle/Contract Sale Date, You will be entitled to a full refund, including any sales tax paid for this Contract.", "If this Contract is cancelled more than thirty (30) days past the Vehicle/Contract Sale Date, but before the expiration of the Factory Warranty by time or miles (whichever occurs first), You will be entitled to a full refund, including any sales tax paid for this Contract. A cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the Contract Price, whichever is less, will be charged for cancellations made by You or the Lienholder.", "If this Contract is cancelled more than thirty (30) days past the Vehicle/Contract Sale Date and the Factory Warranty has expired by time or miles (whichever occurs first),

You will be entitled to a pro rata refund of the **Contract Price**. A cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the **Contract Price**, whichever is less, will be charged for cancellations made by **You** or the **Lienholder**.

Not required to mail or fax this copy to Credit Acceptance

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is amended: "Standard Term Cancellation", "If this **Contract** is cancelled within the first thirty (30) days after the **Vehicle/Contract Sale Date**, **You** will be entitled to a full refund, including any sales tax paid for this **Contract**." "If this **Contract** is cancelled more than thirty (30) days past the **Vehicle/Contract Sale Date**, **You** will be entitled to a pro rata refund of the **Contract Price**. A cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the **Contract Price**, whichever is less, will be charged for cancellations made by **You** or the **Lienholder**."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **You** cancel/return the **Contract** to **Us** within the full refund period, 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 **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."

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 "EXCLUSIONS – WHAT THIS CONTRACT DOES NOT COVER" section of this **Contract**, the following sentence(s) is amended: "Any **Mechanical Breakdown** or **Failure** caused by (a) **Your** failure to provide proper maintenance to the **Failed** part or parts or a **Breakdown** caused by lack of customary, proper, or **Vehicle Manufacturer's** specified 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, electrical fire or meltdown, 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**; (f) acts of public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting **Your Vehicle**."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **You** cancel/return the **Contract** to **Us** within the full refund period, 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**."

Emergency Roadside Assistance benefits administered by Quest Towing, Inc., with corporate headquarters located at 106 West Tolles Drive, Saint Johns, MI 48879.

MASSACHUSETTS

NOTICE TO CUSTOMER: 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" or "Provider" is replaced with **Selling Dealer** thought the entirety of this **Contract**.

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

The "REFUNDS AND CHARGES" section of this **Contract**, is deleted in its entirety and replaced with the following:

In all instances, if there is no **Lienholder**, the refundable amount will be paid to **You**. If there is a **Lienholder**, the refundable amount will be paid to the **Lienholder**.

Extended Term Cancellation:

If this **Contract** is cancelled within the first thirty (30) days from the **Vehicle/Contract Sale Date** or before the expiration of the **Factory Warranty** by time or miles (whichever occurs first), **You** will be entitled to a full refund of the **Contract Price**.

If this **Contract** is cancelled more than thirty (30) days past the **Vehicle/Contract Sale Date** and the **Factory Warranty** has expired by time or miles (whichever occurs first), **You** will be entitled to a pro rata refund of the **Contract Price**. A cancellation fee of fifty dollars (\$50.00) will be charged for cancellations made by **You** or the **Lienholder**. No cancellation fee shall apply if this **Contract** is canceled by **Us**. Pro rata refunds under Extended terms are determined by multiplying the amount **You** paid for this **Service Contract** by the lesser of the following two ratios: (a) the number of covered days remaining divided by the number of days in the original term months reflected on the first page of this **Contract**, or by (b) the number of remaining term miles divided by the original number of term miles reflected on the first page of this **Contract**.

If **Your** Term reflects Unlimited Miles, any pro rata refund shall be determined by calculating the number of covered days remaining on the **Service Contract** divided by the original number of covered days.

Standard Term Cancellation:

If this **Contract** is cancelled within the first thirty (30) days from the **Vehicle/Contract Sale Date**, **You** will be entitled to a full refund of the **Contract Price**.

If this **Contract** is cancelled more than thirty (30) days past the **Vehicle/Contract Sale Date**, **You** will be entitled to a pro rata refund of the **Contract Price**. A cancellation fee of fifty dollars (\$50.00) will be charged for cancellations made by **You** or the **Lienholder**. No cancellation fee shall apply if this **Contract** is canceled by **Us**. Pro rata refunds under Standard terms are determined by multiplying the amount **You** paid for this **Service Contract** by the lesser of the following two ratios: (a) the number of covered days remaining divided by the number of days in the original term months reflected on the first page of this **Contract**, or by (b) the number of remaining term miles divided by the original number of term miles reflected on the first page of this **Contract**.

If **Your** Term reflects Unlimited Miles, any pro rata refund shall be determined by calculating the number of covered days remaining on the **Service Contract** divided by the original number of covered days.

NOTE: Contracts properly transferred according to the instructions in the "HOW COVERAGE MAY TRANSFERRED" section of this **Contract** are not eligible for cancellation refunds.

MINNESOTA

Section 325F.662 of the Minnesota Statutes requires the **Selling Dealer** to provide **You** with an express warranty of a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to **You** by the **Selling Dealer**. Any loss covered under the **Selling Dealer's** express warranty furnished pursuant to Section 325.F.662 is excluded from coverage under this **Contract** during the term of the express warranty unless the **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 "CANCELLATION OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is added: "Cancellation By **Us**", "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 of cancellation is for: (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 "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **You** cancel/return the **Contract** to **Us** within the full refund period, 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 OF THIS CONTRACT" section of this **Contract**, "Cancellation By Us", is deleted in its entirety and replaced with the following: "We may cancel this **Service Contract** for: (1) nonpayment of the **Contract Price**, (2) material misrepresentation by **You** to **Us**, or (3) a substantial breach of contractual duties by **You** related to the covered **Vehicle** or its use."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the cancellation fee is amended to fifty dollars (\$50) or ten percent (10%) of the **Contract Price**, whichever is less, for cancellations made by **You** or the **Lienholder**.

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **You** cancel/return the **Contract** to **Us** within the full refund period, 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 OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is added: "Cancellation By **You**", "If this **Contract** is cancelled by **You**, **We** will mail a written notice of cancellation to **Your** last known address within forty-five (45) of the date **We** receive **Your** request to cancel."

Within the "REFUND AND CHARGES" section of this **Contract**, the following sentence(s) is added: "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**."

MONTANA

Within the "CANCELLATION OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is added: "Cancellation By **Us**", "If **We** cancel this **Contract**, written notice will be sent to **You** at **Your** last known address with at least five (5) days' notice prior to cancellation. Prior notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason of cancellation is nonpayment of the **Contract Price**, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** related to the **Vehicle** or its use."

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 "EXCLUSIONS – WHAT THIS CONTRACT DOES NOT COVER" section of this **Contract**, the following sentence(s) is amended: "Any **Vehicle** that has been repurchased by or had its price renegotiated with the manufacturer. However, if the **Vehicle** manufacturer's warranty becomes revoked or voided during the term of this **Service Contract**, this **Service Contract** will not deny all coverage. Rather, this **Service Contract** will exclude any coverage that would otherwise have been provided under the manufacturer's warranty. This **Service 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 **Service Contract**." "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 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 OF THIS CONTRACT" section of this **Contract**, "Cancellation By **Us**" is deleted in its entirety and replaced with the following: "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**. In the event this **Contract** is cancelled by **Us**, a cancellation fee will not be charged. 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 "REFUNDS AND CHARGES" section of this **Contract**, the cancellation fee is amended to twenty-five dollars (\$25) for cancellations made by **You** or the **Lienholder**.

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "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, a ten percent (10%) penalty, based upon the **Contract 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 "HOW COVERAGE MAY BE TRANSFERRED" and "TRANSFER APPLICATION" section of this **Contract**, the transfer fee is amended to twenty-five dollars (\$25).

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 the following address and toll free number: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301; 1-800-852-3416.

Within the "REFUNDS AND CHARGES" section of this **Contract**, the cancellation fee is amended to fifty dollars (\$50) or ten percent (10%) of the **Contract price**, whichever is less, for cancellations made by **You** or the **Lienholder**.

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

NEW JERSEY

Within the "CANCELLATION OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is added: "Cancellation By **Us**", "If **We** cancel this **Contract**, written notice will be sent to **You** at **Your** last known address with at least five (5) days' notice prior to cancellation. Prior notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason of cancellation is nonpayment of the **Contract Price**, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** related to the **Vehicle** or its use."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **You** cancel/return the **Contract** to **Us** within the full refund period, a ten percent (10%) penalty per month, based upon the **Contract** purchase 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**."

Not required to mail or fax this copy to Credit Acceptance

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 OF THIS CONTRACT" section of this **Contract**, "Cancellation By **Us**", is deleted in its entirety and replaced with the following: "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**. 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 "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **You** cancel/return the **Contract** to **Us** within the full refund period, 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 "REFUNDS AND CHARGES" section of this **Contract**, the cancellation fee is amended to fifty dollars (\$50) or ten percent (10%) of the **Contract Price**, whichever is less, for cancellations made by **You** or the **Lienholder**.

NEW YORK

Within the "CANCELLATION OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is added: "Cancellation By **Us**", "If **We** cancel this **Contract**, written notice will be sent to **You** at **Your** last known address with at least fifteen (15) days' notice prior to cancellation. Prior notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason of cancellation is nonpayment of the **Contract Price**, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** related to the **Vehicle** or its use."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **You** cancel/return the **Contract** to **Us** within the full refund period, 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 OF THIS CONTRACT" section of this **Contract**, "Cancellation By **Us**", is deleted in its entirety and replaced with the following: "The **Obligor** may cancel this **Contract** for nonpayment of premiums or for a direct violation of this **Contract** by **You**."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the cancellation fee is amended to fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, whichever is less, for cancellations made by **You** or the **Lienholder**.

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

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

Within the "DEFINITIONS" section of this **Contract**, the following sentence(s) is amended: "**Obligor** and **Provider** means **Dealers Alliance Corporation**, P.O. Box 30250, Albuquerque, NM 87190, 1-505-348-3514, Oklahoma Identification Number 44202930."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is amended: "Extended Term Cancellation", "If this **Contract** is cancelled by **You** after the first thirty (30) days past the **Vehicle/Contract Sale Date** and the **Factory Warranty** has expired by time or miles (whichever occurs first), **Your** refund shall be based upon ninety percent (90%) of the unearned pro rata **Provider Fee**", "If this **Contract** is cancelled by **Us** after thirty (30) days past the **Contract** sale date, **Your** refund shall be based upon one hundred percent (100%) of unearned pro rata **Provider Fee**."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is amended: "Standard Term Cancellation", "If this **Contract** is cancelled by **You** after the first thirty (30) days past the **Vehicle/Contract Sale Date**, **Your** refund shall be based upon ninety percent (90%) of the unearned pro rata **Provider Fee**", "If this **Contract** is cancelled by **Us** after thirty (30) days past the **Contract** sale date, **Your** refund shall be based upon one hundred percent (100%) of unearned pro rata **Provider Fee**."

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, First Automotive Service Corporation**.

Within the "OUR OBLIGATIONS" section of this **Contract**, the following sentence(s) is deleted: "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."

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** to a **Licensed Repair Facility** of **Our** choice."

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. As soon as reasonably possible, **You** should report the repairs to the **Obligor** at 1-866-410-6748. 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**."

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 OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is added: "Cancellation By **Us**", "If **We** cancel this **Contract**, written notice will be sent to **You** at **Your** last known address with at least fifteen (15) days' notice prior to cancellation. Prior notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason of cancellation is nonpayment of the **Contract Price**, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** related to the **Vehicle** or its use."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **You** cancel/return the **Contract** to **Us** within the full refund period, 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 administrators 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 46th day after the date on which the **Contract** is returned to the **Obligor**.

Within the "CANCELLATION OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is added: "Cancellation By **Us**", "If **We** cancel this **Contract**, written notice will be sent to **You** at **Your** last known address with at least fifteen (15) days' notice prior to cancellation. Prior notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason of cancellation is nonpayment of the **Contract Price**, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** related to the **Vehicle** or its use."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "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 definition of **Cost** is deleted in its entirety and replaced with the following: "**Cost**: The actual parts and labor charges required to repair or replace **Covered Components**. These charges are subject to the **Obligor's** approval and will not exceed the manufacturer's suggested retail (list) price for parts or the labor hour allowances derived from industry recognized flat-rate manuals."

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

Within the "CANCELLATION OF THIS CONTRACT" section of this **Contract**, "Cancellation by **Us**", is deleted in its entirety and replaced with the following: "The **Obligor** of this **Service Contract** may cancel this **Contract** with written notice to **Your** 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 **Contract** 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 to file a complaint.

WASHINGTON

DISCLOSURE

Please Initial, Sign and Date the Following:

I understand:

_____The time and mileage limitations as selected on page one (1) on this **Service Contract**, the **WHAT IS COVERED** section, the **YOUR OBLIGATIONS** section, the **EXCLUSIONS - WHAT THIS CONTRACT DOES NOT COVERED** section, the **WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN** section, the **CANCELLATION OF THIS CONTRACT** section, and the **REFUNDS AND CHARGES** section. The implied warranty of merchantability on the **Vehicle** is not waived if the **Service Contract** has been purchased within ninety (90) days of the purchase date of the **Vehicle** from a **Contract Provider** or **Service Contract** seller who also sold the **RV** covered by the **Service Contract**.

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is amended: The **Service Contract Provider's** performance under this **Contract** is insured by an insurance policy, policy no. WA130 as issued by Dealers Assurance Company, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913. **You** may file a claim directly with the insurer at the address listed above at any time.

Within the "CANCELLATION OF THIS CONTRACT" section of this **Contract**, "Cancellation By **Us**", is deleted in its entirety and replaced with the following: "The **Provider** has sixty (60) days from the date the **Service Contract** was sold to determine whether or not the **Vehicle** qualifies for the **Service Contract**. After sixty (60) days, the **Vehicle** automatically qualifies. After sixty (60) days, **We** may only cancel this **Contract** for non-payment of **Contract Price** or for material misrepresentation or fraud in obtaining this **Contract** or in the submission of a claim."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the cancellation fee is amended to twenty-five dollars (\$25) for cancellations made by **You** or the **Lienholder**.

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **Your** refund is not paid or credited within thirty (30) days from the date that **We** receive **Your** cancellation request, a ten percent (10%) penalty of the original refund amount will be added to **Your** refund for each month the balance remains unpaid."

The "ARBITRATION" section of this **Contract** is amended to include the following: "This **Service Contract** allows for binding arbitration proceedings to be held at a location in closest proximity to the **Contract Holder's** permanent residence."

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

Not required to mail or fax this copy to Credit Acceptance

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 "DEFINITIONS" section of this **Contract**, the following sentence(s) is amended: "**Obligor** and **Provider** means **Dealers Alliance Corporation**, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913."

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.

Any reference to obtaining "PRIOR AUTHORIZATION" is amended as follows: "Prior to any repair being made, instruct the **Licensed Repair Facility** to contact the **Obligor** to obtain authorization for the claim. 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 "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**. **Emergency Repairs** are only those repairs, which, if not performed, would render **You 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 OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is amended: "Cancellation By **Us**", "**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 "REFUNDS AND CHARGES" section of this **Contract**, the cancellation fee is amended to fifty dollars (\$50) or ten percent (10%) of the **Contract Price**, whichever is less, for cancellations made by **You** or the **Lienholder**.

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is amended: "If **You** cancel/return the **Contract** to **Us** within the full refund period, 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 covered **Vehicle** covered by this **Contract** that is not covered by a replacement of the **Vehicle** pursuant to the terms of the **Contract**, **You** shall be entitled to cancel the **Contract** and receive a pro rata refund."

WYOMING

Within the "CANCELLATION OF THIS CONTRACT" section of this **Contract**, the following sentence(s) is added: "Cancellation By **Us**": "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least ten (10) days prior to cancellation by **Us**. Prior notice shall state the effective date of cancellation and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) non-payment of the **Provider Fee**; (2) material misrepresentation by **You** to **Us**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use."

Within the "REFUNDS AND CHARGES" section of this **Contract**, the following sentence(s) is added: "If **You** cancel/return the **Contract** to **Us** within the full refund period, 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."

COPY OF ELECTRONIC ORIGINAL

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