

ALLY PREMIER PROTECTION<sup>SM</sup>  
CONTRACT REGISTRATION

| Vehicle Information  |   |                                    |                                    |                          |                       |
|--|---|------------------------------------|------------------------------------|--------------------------|-----------------------|
| Vehicle Identification Number (VIN)  |   | Year                               | Make                               | Model                    |                       |
| Vehicle In-Service Date  |   | Contract Purchase Date             |                                    | Current Odometer Reading |                       |
| Contract Holder(s)   |   |                                    |                                    |                          |                       |
| Contract Holder's First & Last Name or Company Name  |   |                                    | Co-Contract Holder                 |                          |                       |
| Address  |   |                                    | Email Address                      |                          |                       |
| City   |   | State                              | Zip Code                           | Phone Number             |                       |
| Vehicle Service Contract (VSC)   |   |                                    |                                    |                          |                       |
| Program  | Coverage Level  | Deductible                         | Surcharges<br>(Optional)           | Term                     | Cost                  |
| <input type="checkbox"/> Ally Premier Protection   | <input type="checkbox"/> Major Guard <sup>®</sup>         | <input type="checkbox"/> \$0       | <input type="checkbox"/> Business  | Months                   | VSC \$ _____          |
| <input type="checkbox"/> CPO (In-Service Date)   | <input type="checkbox"/> Major Guard Plus <sup>™</sup>    | <input type="checkbox"/> \$100     | <input type="checkbox"/> Emergency |                          | Surcharge(s) \$ _____ |
| <input type="checkbox"/> CPO (Purchase Date)   | <input type="checkbox"/> Major Guard <sup>®</sup> EV      | <input type="checkbox"/> \$200     | <input type="checkbox"/> Lift Kit  |                          | Tax \$ _____          |
| <input type="checkbox"/> Lease   | <input type="checkbox"/> Major Guard <sup>®</sup> EV Plus | <input type="checkbox"/> \$500     | <input type="checkbox"/> Snowplow  | Miles                    |                       |
| <input type="checkbox"/> Limited Warranty Upgrade  | <input type="checkbox"/> Essential Guard <sup>®</sup>     | <input type="checkbox"/> \$250     |                                    |                          | Total \$ _____        |
| <input type="checkbox"/> Powertrain Wrap   | <input type="checkbox"/> Feature Guard <sup>®</sup>       | Disappearing <sup>1</sup>          |                                    |                          |                       |
| YOUR CONTRACT EXPIRES ON _____ OR WHEN YOUR VEHICLE'S ODOMETER READS _____, WHICHEVER COMES FIRST.   |   |                                    |                                    |                          |                       |
| YOU MUST CONTACT US TO RECEIVE PRIOR AUTHORIZATION BEFORE ANY REPAIR OR REPLACEMENT: 800-631-5590  |   |                                    |                                    |                          |                       |
| <p><b>Ally Premier Protection Program</b> is available in Major Guard, Major Guard Plus, Major Guard EV, Major Guard EV Plus, Essential Guard, and Feature Guard Coverage Levels. The following Programs are available with the Major Guard and Major Guard EV Coverage Level only, except Limited Warranty Upgrade which is available on Major Guard only.</p> <p>The <b>Ally Premier Protection, Certified Pre-Owned (CPO) Purchase Date, Lease, and Limited Warranty Upgrade Programs</b> start on the day <b>YOU</b> purchased this Contract (Contract Purchase Date) and the Current Odometer Reading listed above, and expire at the earlier of the time and/or mileage of the selected Term, whichever occurs first.</p> <p>The <b>Certified Pre-Owned (CPO) In-Service Date and Powertrain Wrap Programs</b> start on the <b>VEHICLE</b> In-Service Date and zero odometer miles, and expire at the earlier of the time and/or mileage of the selected Term, whichever occurs first.</p> <p><sup>1</sup>Disappearing Deductible will be waived if covered repairs are made at the <b>SELLING DEALERSHIP</b>.</p> |   |                                    |                                    |                          |                       |
| Lienholder   |   |                                    |                                    |                          |                       |
| <input type="checkbox"/> Ally or <input type="checkbox"/> Service Payment Plan (SPP) or Enter Lienholder Name _____  |   |                                    |                                    |                          |                       |
| Address _____  |   |                                    |                                    |                          |                       |
| City _____   |   | State _____                        | Zip Code _____                     |                          |                       |
| Selling Dealer Information   |   |                                    |                                    |                          |                       |
| Dealership Name _____  |   | Dealer ID (Required) _____         | Employee ID (Optional) _____       | Phone Number _____       |                       |
| Mailing Address _____  |   | City _____                         | State _____                        | Zip Code _____           |                       |
| Signature  |   |                                    |                                    |                          |                       |
| By signing this, I agree to all the terms and conditions on the front and back of this form. <b>I ACKNOWLEDGE THAT I MUST RECEIVE PRIOR AUTHORIZATION BEFORE ANY REPAIR OR REPLACEMENT.</b> I acknowledge receipt of the complete VSC coverage agreement at the time of signing. I acknowledge that the purchase of this Contract is not required in order to purchase or obtain financing for a motor vehicle.  |   |                                    |                                    |                          |                       |
| Contract Holder/Customer Signature _____   |   | Co-Contract Holder Signature _____ |                                    | Date _____               |                       |

The service provider/administrator is Universal Warranty Corporation, PO Box 6855, Chicago, IL 60680-6855 1-800-631-5590.

## Eligibility

### YOUR VEHICLE DOES NOT QUALIFY FOR THIS CONTRACT IF ANY OF THE FOLLOWING ARE TRUE:

1. The **VEHICLE** has a gross vehicle weight rating (GVWR) of more than 14,200 lbs.
2. The **VEHICLE** has been modified for use as a limousine, taxi, school / church bus, tow truck / vehicle carrier, carpet cleaning and / or street cleaning van/truck.
3. The **VEHICLE** is being used for racing, track events, or other competitive driving, car sharing / daily rental, shuttle service, or exclusively to transport items or people for a fee (casual rideshare vehicles are eligible for coverage).
4. The manufacturer's New Vehicle Limited Warranty and / or Powertrain Warranty has been voided (applies only to Contracts purchased during the term of such warranty and does not include vehicles initially sold in Canada or Mexico and resold in the United States).
5. The **VEHICLE** has received modifications altering the manufacturer's drivetrain performance specifications including both physical and programming modifications to the engine, transmission, engine tuning, fuel injection, air intake, exhaust, and software systems. The **VEHICLE** has received modifications altering the manufacturer's specifications to permit trailering, towing, or snow-plowing.
6. The **VEHICLE** is being used in business on a regular basis (does not apply to vehicles specifically identified on the Contract Registration as Business, Emergency, or Snowplow).
7. The **VEHICLE** is equipped with a lift kit, unless the lift kit surcharge has been paid and the **VEHICLE** meets the following lift kit specifications: The total body and suspension lift modification is limited to 8 inches, excluding lift kits installed at the factory by the **VEHICLE** manufacturer that do not affect the **VEHICLE's** underlying manufacturer warranty; the maximum allowable body lift is 3 inches; the maximum allowable tire size is 37 inches in diameter by 12.5 inches wide.
8. The **VEHICLE** is a motor home or a Recreational Vehicle (RV).
9. The Contract is being sold after the time of **VEHICLE** purchase on a vehicle that is not protected by a New Vehicle Limited Warranty.
10. Battery Electric Vehicles (EV) and Plug-In Hybrid Vehicles (PHEV) are limited to Major Guard EV, Major Guard EV Plus, and Feature Guard levels of Coverage.

## Provisions

1. This Contract will not cover a failure or claim subject to any valid warranty, vehicle manufacturer recall, or guarantee issued by the repairer or vehicle manufacturer (even if the vehicle manufacturer becomes insolvent).
2. The term of this Contract may include all or part of the term of the New Vehicle Limited Warranty, Powertrain Warranty, or Electric/Hybrid Vehicle Component Warranty, if still in effect.

## Cancellation Provisions

### Any lienholder identified on the front of this form is authorized:

1. To receive refund for credit to the applicable account when the Contract Holder requests cancellation of this Contract.
2. To cancel this Contract and receive refund for credit to the applicable account when:
  - (A) the **VEHICLE** is a total loss; or
  - (B) the Contract Holder defaults in the obligation to the lienholder.

PLEASE SEE THE STATE PROVISION LANGUAGE, IF ANY, AT THE END OF THIS CONTRACT FOR  
THE STATE WHERE YOUR CONTRACT WAS PURCHASED

# ALLY PREMIER PROTECTION

P.O. Box 6855  
Chicago, IL 60680-6855  
1-800-631-5590

This Contract is between the Contract Holder identified on the Contract Registration (“YOU” or “YOUR”) and the Provider, Universal Warranty Corporation (“WE”, “US”, or “OUR”), and includes the terms of YOUR Contract Registration.

## CONTRACT TERM

**Ally Premier Protection Program** is available in Major Guard, Major Guard Plus, Major Guard EV, Major Guard EV Plus, Essential Guard, and Feature Guard Coverage Levels.

The following Programs are available with the Major Guard and Major Guard EV Coverage Levels only, except Limited Warranty Upgrade which is available on Major Guard only.

The **Ally Premier Protection, Certified Pre-Owned (CPO) Purchase Date, Lease, and Limited Warranty Upgrade Programs** start on the Contract Purchase Date and the Current Odometer Reading shown on YOUR Contract Registration, and expire at the earlier of the time and/or mileage of the selected term, whichever occurs first.

The **Certified Pre-Owned (CPO) In-Service Date and Powertrain Wrap Programs** start on the **VEHICLE** In-Service Date and zero odometer miles, and expire at the earlier of the time and/or mileage of the selected term, whichever occurs first.

## DEFINITIONS

“**CLAIM**” refers to any **COST** for which **YOU** seek payment or reimbursement from **US** under this Contract.

“**COST**” refers to the parts and labor. Parts will be paid up to Manufacturer’s Suggested Retail Price (MSRP) at time of repair. Labor to repair or replace a covered part or perform a covered service will be paid up to labor time listed in a nationally recognized parts and labor guide.

“**COVERAGE**” means the Coverage Level **YOU** have selected, as shown on the Contract Registration.

“**DEDUCTIBLE**” as identified on the Contract Registration is the amount **YOU** pay per repair visit for repairs covered by this Contract. If the same covered part fails again, no **DEDUCTIBLE** will apply. If **YOU** have purchased the Disappearing **DEDUCTIBLE** option and **YOU** have repairs made at the dealership where **YOU** purchased this Contract, **YOUR DEDUCTIBLE** will be waived.

“**FAILURE**” refers to the inability of an original or like replacement part covered by this Contract to function in normal service.

“**SELLING DEALERSHIP**” refers to the **SELLING DEALER** as identified on the Contract Registration or a member of the **SELLING DEALERSHIP**’s group of dealers.

“**VEHICLE**” refers to the covered **VEHICLE** as identified on the Contract Registration.

## WHAT THIS CONTRACT COVERS

### **MAJOR GUARD or POWERTRAIN WRAP COVERAGE**

If the Contract Registration indicates that **YOU** have selected **Major Guard or Powertrain Wrap COVERAGE**, **WE** will pay the **SELLING DEALERSHIP** or a licensed repair facility, subject to prior authorization, the **COST** over the amount of the **DEDUCTIBLE**, to fix any **FAILURE** using new, used, non-original equipment manufacturer (non-OEM), or remanufactured parts, except as explained in the next paragraph and under the section “WHAT THIS CONTRACT DOES NOT COVER”.

Neither rust damage nor any of the following parts as defined by the **VEHICLE** manufacturer’s parts manual are covered by all Major Guard **COVERAGES** or Powertrain Wrap under any circumstance: paint, sheet metal, chassis frame, cross members, body rails, body panels or other body parts, bumpers, glass, carpet, weather-strips, trim, moldings, bright metal, upholstery, convertible or vinyl tops, hinges, lenses, sealed beams, light bulbs, lamp capsules, tires, wheels, exhaust systems (with exception of exhaust manifolds), catalytic converters, 12 volt batteries and battery covers (including electric/hybrid vehicle battery packs and battery covers), electric/hybrid vehicle external and in-home charging units and charge cords, or solar panels. In addition, the following are not covered: correction of air and water leaks (including fogging of and moisture in lamp assemblies), wind noise, odors, squeaks, or rattles.

**PLEASE SEE THE STATE PROVISION LANGUAGE, IF ANY, AT THE END OF THIS CONTRACT FOR THE STATE WHERE YOUR CONTRACT WAS PURCHASED**

## MAJOR GUARD EV COVERAGE

If the Contract Registration indicates that **YOU** have selected **Major Guard EV COVERAGE**, **WE** will pay the **SELLING DEALERSHIP** or a licensed repair facility, subject to prior authorization, the **COST** over the amount of the **DEDUCTIBLE**, to fix any **FAILURE** using new, used, non-original equipment manufacturer (non-OEM), or remanufactured parts, except for exclusions listed in the Major Guard COVERAGE section above and under the section "WHAT THIS CONTRACT DOES NOT COVER".

If the Contract Registration indicates **YOU** have selected **Major Guard EV COVERAGE**, electric / hybrid vehicle battery packs and battery covers will be covered components. **WE** will pay the **SELLING DEALERSHIP** or a licensed repair facility, subject to prior authorization, the **COST**, over the amount of the **DEDUCTIBLE**, to fix any **FAILURE** using new, used, non-original equipment manufacturer (non-OEM), or remanufactured parts for these covered components.

## MAJOR GUARD PLUS or MAJOR GUARD EV PLUS COVERAGE

If the Contract Registration indicates that **YOU** have selected **Major Guard Plus** or **Major Guard EV Plus COVERAGE**, you will receive the **Major Guard** or **Major Guard EV COVERAGE** benefits listed above and the **COVERAGES** (items 1-9) listed below.

If the Contract Registration indicates that **YOU** have selected **Major Guard Plus** or **Major Guard EV Plus COVERAGE**, **WE** will pay the **SELLING DEALERSHIP** or a licensed repair facility, subject to prior authorization, the **COST** to perform the covered services listed below using new, used, non-original equipment manufacturer (non-OEM), or remanufactured parts, except as explained in the items listed under the section "WHAT THIS CONTRACT DOES NOT COVER".

- 1 **FILTERS:** Engine air filters and cabin air filter as recommended by **YOUR VEHICLE** manufacturer's maintenance schedule. **YOUR VEHICLE's** Owner's Manual.
- 2 **WIPER BLADES:** Covers the replacement of wiper blades and/or inserts as recommended by **YOUR VEHICLE** manufacturer's maintenance schedule.
- 3 **BATTERY:** Covers the replacement of one (1) twelve (12) volt battery if not functioning within normal service during the term on the Contract. Plug-in hybrid/electric high-voltage propulsion batteries are included under Major Guard EV Plus **COVERAGE** only.
- 4 **BRAKE PADS:** Covers the replacement of one (1) set of brake pads per axle during the term on the Contract; carbon / ceramic brake pads are **excluded** from coverage.
- 5 **BRAKE ROTORS:** Covers the replacement of one (1) set of front and rear brake rotors during the term on the Contract; drilled and slotted brake rotors are **excluded** from coverage.
- 6 **EV/PHEV BRAKES:** Covers one (1) brake cleaning per year beginning on the Contract Purchase Date.
- 7 **HEADLAMPS/TAIL LIGHTS:** Covers the replacement of headlamp and tail light bulbs if not functioning within normal service per during the term of the Contract; impact damage, LED and HID lights, sealed beams and lenses, headlamp and tail light assemblies and HID assemblies are **excluded** from coverage.
- 8 **BULBS:** Covers serviceable interior light bulbs, turn signal bulbs, engine compartment lights, daytime running lights, fog lights, stop lights, backup lights, license plate lights, parking lights, trunk lights, dome lights, courtesy lights, visor vanity lights, map lights, and glove box lights if not functioning within normal service during the term of the Contract (lamp assemblies and LED bulbs are excluded from coverage).
- 9 **HOSES/BELTS:** Covers hoses and belts limited to upper and lower radiator hoses, battery cooling system hoses, engine V-belts, and serpentine belts if not functioning within normal service during the term of the Contract; timing belts are **excluded** from coverage.

PLEASE SEE THE STATE PROVISION LANGUAGE, IF ANY, AT THE END OF THIS CONTRACT FOR THE STATE WHERE YOUR CONTRACT WAS PURCHASED

## ESSENTIAL GUARD COVERAGE

If the Contract Registration indicates that **YOU** have purchased **Essential Guard COVERAGE**, **WE** will pay the **SELLING DEALERSHIP** or a licensed repair facility, subject to prior authorization, the **COST** to perform the covered services listed below **using new, used, non-original equipment manufacturer (non-OEM), or remanufactured parts, except as explained in the items listed under the section "WHAT THIS CONTRACT DOES NOT COVER"**.

- 1 Engine** - Cylinder block, heads, and all internal engine parts, crankshaft bearings, crankshaft seals – front and rear, camshaft bearings, connecting rods and bearings, pistons, valve train, timing gears, timing gear chain/belt and cover, oil pump/oil pump housing, manifolds, flywheel, harmonic balancer, valve covers, oil pan, and engine mounts. Also covered are turbocharger/supercharger housings, internal parts and valves.
- 2 Cooling System Components** - Water pump, radiator, radiator fan and clutch, cooling fan motor and relay, thermostat, and thermostat housing.
- 3 Fuel Delivery Components** - Fuel pump, electronic fuel injection sensors/control modules, fuel injectors and nozzles, throttle body assembly, fuel pressure regulators, fuel sending unit, and diesel fuel injection pump.
- 4 Transmission/Transaxle/Transfer Case** - Case and all internal parts, input/output shafts, automatic transmission clutches, bands, governor, thrust bearings, washers, torque converter, transmission mounts, transmission-mounted solenoid pack, electronic control unit and oil pan.
- 5 Front-Wheel Drive** - Final drive housing, all internal parts, axle shafts, axle shaft bearings, constant velocity joints, axle housing, all internal parts, differential, bearings, case, wheel bearings, axle/supports and front hub bearings.
- 6 Rear-Wheel Drive** - Axle shafts, axle shaft bearings, axle housing, all internal parts, differential side and pinion gears, disc or cone-limited slip, propeller shafts, universal joints, propeller shaft support bearings, yokes, wheel bearings, locking hubs, and rear axle hub bearings.
- 7 Steering** - Gear housing and all internal parts, rack and pinion, power steering pump, electric power steering motor and control module.
- 8 Brakes** - Master cylinder, assist boosters, wheel cylinders, combination valve, hydraulic lines and fittings, disc calipers, pressure modulator valve/dump valve, anti-lock braking systems (ABS) electronic brake control module (including pump motor and accumulator), ABS wheel speed sensors, and parking brake assembly.
- 9 Electrical** - Starter motor and solenoid, alternator/generator, voltage regulator, wiper motors, ignition switch (lock cylinder), electronic ignition control module, and fuel gauge sending unit.
- 10 VEHICLE Manufacturer Installed Air Conditioner/Climate Control** - Compressor, clutch and clutch bearing, pulley, condenser, evaporator, accumulator, high/low pressure compressor cut-off switch, pressure cycling switch, expansion valve, orifice tube, receiver dryer and temperature control programmer, heater core, and blower motor.
- 11 Seals and Gaskets** - Seals and gaskets are covered for all components listed above.

## FEATURE GUARD COVERAGE

If the Contract Registration indicates that **YOU** have purchased **Feature Guard COVERAGE**, **WE** will pay the **SELLING DEALERSHIP** or a licensed repair facility, subject to prior authorization, the **COST, over the amount of any applicable DEDUCTIBLE**, to fix the **FAILURE** of only the following parts, **using new, used, non-original equipment manufacturer (non-OEM), or remanufactured parts**, except as explained in the items listed under the section **"WHAT THIS CONTRACT DOES NOT COVER"**.

**COVERAGE** for all Feature Guard components is limited to factory installed units only. This **COVERAGE** covers a breakdown of GPS/ navigation hardware, DVD players & LCD screens, front and back-up / reverse sensors & cameras, lane departure warning system, adaptive cruise control and heads-up display, OnStar (or other similar factory installed telematic device), radio / satellite radio, compass & thermometer, factory-installed anti-theft alarms and keyless entry, ride control suspensions, electronic instrument clusters, electronic climate control, power sunroof/moonroof motor, convertible top motor, remote start, keyless start, heated steering wheel, heated seat elements, cooling seat elements, massaging seat elements, wi-fi, Bluetooth, USB ports, wireless charging systems, crash sensors, avoidance systems, and airbag systems.

**PLEASE SEE THE STATE PROVISION LANGUAGE, IF ANY, AT THE END OF THIS CONTRACT FOR THE STATE WHERE YOUR CONTRACT WAS PURCHASED**



## WHAT THIS CONTRACT DOES NOT COVER

Unless required in connection with the repair of a covered part or covered under Major Guard Plus or Major Guard EV Plus, WE will not pay for engine tune-ups, filters, lubricants or fluids, engine coolant, drive belts, radiator heater or vacuum hoses, wiper blades, spark/glow plugs and wires, brake pads, brake shoes, rotors and drums, manual transmission clutch disc, air conditioning recharging, suspension alignment, wheel balancing, or any maintenance service or part required to be performed or replaced as recommended by YOUR VEHICLE manufacturer's maintenance schedule.

WE are not responsible for a FAILURE or CLAIM:

- a) Caused by misuse, abuse, or negligence involving YOUR VEHICLE;
- b) Caused by YOUR lack of maintenance required by the maintenance schedule for YOUR VEHICLE, as detailed in YOUR owner's manual;
- c) Caused by any type of external force, including but not limited to: impact and foreign object damage, collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, or animal;
- d) Caused by water, rust, and / or corrosion;
- e) Caused by contaminated fuel systems or other contaminated fluids;
- f) Caused by a condition that existed before the purchase of this Contract, or if the odometer has stopped or been changed;
- g) Caused by a breakdown from improper servicing or repairs;
- h) Caused by a power surge or the failure to follow proper charging procedures or use of incompatible charging devices for YOUR plug-in hybrid/electric VEHICLE;
- i) Caused by pulling a trailer or another vehicle, unless YOUR VEHICLE is equipped for this as recommended by the VEHICLE manufacturer;
- j) Subject to any VEHICLE manufacturer warranty, recall, or guarantee issued by the VEHICLE manufacturer or a repairer;
- k) During the term of a valid New Vehicle Limited Warranty and / or Powertrain Warranty or during the term of said warranty if it has been canceled or voided. Further, we may cancel this Contract in the event said warranty has been canceled or voided, except for those warranties which have been voided because of import from Canada or Mexico;
- l) Occurring outside the fifty (50) United States of America, the District of Columbia, and Canada;
- m) Relating to any part which is not original VEHICLE manufacturer equipment or a like replacement part, whether or not it meets VEHICLE manufacturer specifications. Examples may include, but are not limited to: garage door openers, cellular telephones, theft deterrent systems, remote starters, and air conditioning components;
- n) Relating to any communication, navigational, or entertainment devices that become unusable or unable to function as intended due to changes in content, technology, or wireless service;
- o) Caused by the usage of a snowplow, unless the snowplow surcharge has been selected, the snowplow surcharge box is checked on the Contract Registration, and the VEHICLE is properly equipped for such use as required by the manufacturer and includes the appropriate snowplow prep package. The snowplow itself is not a covered part or component;
- p) If alterations not meeting manufacturer's specifications have been made to YOUR VEHICLE including but not limited to: all frame or suspension modifications; lift kits and oversized tires (unless YOU have selected the lift kit coverage); undersized tires; lowering kits; aftermarket wheels, emissions and/or exhaust systems modifications; engine and/or computer modifications.

PLEASE SEE THE STATE PROVISION LANGUAGE, IF ANY, AT THE END OF THIS CONTRACT FOR THE STATE WHERE YOUR CONTRACT WAS PURCHASED

- q) If YOU have selected the lift kit coverage, the following limitations apply: the total body and suspension lift modification is limited to 8 inches excluding lift kits installed at the factory by the VEHICLE manufacturer that do not affect the VEHICLE's underlying manufacturer warranty. The maximum allowable body lift is 3 inches; the maximum allowable tire size is 37 inches in diameter by 12.5 inches wide. Lift kit components are not covered by this Contract;
- r) If the VEHICLE is being used for business purposes, unless the business surcharge has been selected;
- s) Relating to any diagnostic costs beyond necessary and customary charges incurred in conjunction with a covered mechanical breakdown and an authorized repair according to the labor time listed in a nationally recognized parts and labor guide;
- t) Relating to programming/software changes that are designed to impact the vehicle's operating performance and are not necessary upgrades to maintain the vehicle's normal operation.

Additionally, no benefits are available:

- 1) For additional parts and/or fluids required as a result of the Multi-Point Vehicle inspection. This includes but is not limited to replacement of pipes, fittings, service adjustments, clamps and cleaning as well as diesel exhaust fluid refills and other fluid top-offs;
- 2) For any invoice presented to US for payment for services not performed as described at the time of authorization;
- 3) For liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of the covered VEHICLE whether or not related to the covered parts;
- 4) If a material misrepresentation was made on the Contract Registration or if YOU are no longer using YOUR VEHICLE in accordance with the eligibility requirements stated on the Contract Registration;
- 5) For economic loss, including loss of time, inconvenience, lodging & food (except as provided under the terms of the Trip Interruption coverage afforded by this Contract), storage or other incidental or consequential loss or damage that may result from a FAILURE;
- 6) For diminution in YOUR VEHICLE'S value;
- 7) If, after the purchase of this Contract, the VEHICLE was used in a track event, racing or other competitive driving, or the VEHICLE was or is being used for school or church bus, shuttle service, tow truck/vehicle carrier, limousine, taxi, daily rental or exclusively to transport people for a fee (casual rideshare vehicles are eligible for coverage);
- 8) For hazardous waste disposal charges, environmental fees, storage or freight charges or shop supplies.

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## ADDITIONAL PROTECTION

### TOWING AND EMERGENCY ROAD SERVICE

For Towing and Emergency Road Service Assistance, call 1-888-798-5707.

**WE** will authorize towing or emergency road service if **YOUR VEHICLE** becomes disabled. Towing and emergency road service not obtained through **US** are limited to a maximum reimbursement amount of one hundred dollars (\$100).

If **YOUR** New Vehicle Limited Warranty and / or Powertrain Warranty is in effect, this benefit will cover **YOU** up to \$100 over the amount covered by that warranty.

### TRIP INTERRUPTION

If a covered **FAILURE** occurs more than 100 miles from **YOUR** home before **YOU** reach **YOUR** final destination and results in a licensed repair facility keeping **YOUR VEHICLE** overnight, **WE** will reimburse **YOU** up to \$150 per day up to a maximum of \$750 per covered repair visit for unplanned hotel and/or restaurant expenses while **YOUR VEHICLE** is being repaired at the licensed repair facility. Original receipts must be provided. No **DEDUCTIBLE** will apply.

If **YOUR** New Vehicle Limited Warranty and / or Powertrain Warranty is in effect, Trip Interruption will apply for only that amount over the amount covered by that warranty.

### ALTERNATE TRANSPORTATION

**WE** will pay the charge to rent a replacement vehicle or pay for alternate transportation up to \$45 per day and a maximum of \$270 per covered repair visit if **YOUR VEHICLE** is accepted for repairs or services covered by either **YOUR** New Vehicle Limited Warranty and / or Powertrain Warranty or this Contract.

To be covered, the repair or service must require 2.0 or more labor time guide hours or cause the **VEHICLE** to be inoperable and kept in the repair facility overnight.

Rental vehicle reimbursements will be made only for rental vehicles obtained through dealerships or licensed rental agencies. Bus, taxi transportation, and rideshare companies/transportation network companies will also be reimbursed to **YOU**. Original receipts must be provided to **US** by **YOU**.

If **YOUR** New Vehicle Limited Warranty and / or Powertrain Warranty is in effect, rental coverage will apply for only that amount over the amount covered by that warranty or any alternate transportation program.

## YOUR RESPONSIBILITIES

**YOU** must properly maintain **YOUR VEHICLE** and install all software updates as recommended by the **VEHICLE** manufacturer. If requested, proof of required service, including receipts and work orders showing date and mileage of the **VEHICLE** at the time of service, must be presented to **US** in the event of a **FAILURE** or **CLAIM**. **WE** may deny any **CLAIM** resulting from **YOUR** failure to properly maintain **YOUR VEHICLE** as recommended by the **VEHICLE** manufacturer.

The manufacturer of the covered **VEHICLE** may send software updates from time to time to provide new features and improvements for the covered **VEHICLE**. It is **YOUR** responsibility to make sure all software is updated.

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## **CLAIM PROCEDURES**

In the event of a **FAILURE** or covered service, **YOU** must:

- 1) Use reasonable means to protect the covered **VEHICLE** from additional damage.
- 2) Contact the dealership from whom **YOU** purchased this Contract.
- 3) **YOU MUST CONTACT US TO RECEIVE PRIOR AUTHORIZATION BEFORE ANY REPAIR, REPLACEMENT, OR COVERED SERVICE: 800-631-5590**
- 4) **YOU** are responsible for authorizing and paying for any teardown or diagnosis time needed to determine if the covered **VEHICLE** has a covered breakdown. In the event that the Covered **VEHICLE** requires teardown for diagnosis, the repair facility will need to contact the **US** prior to beginning teardown. If it is subsequently determined that the repair is needed due to a covered breakdown, then **WE** will pay for the teardown. If the **FAILURE** is not a covered mechanical breakdown, then **YOU** are responsible for the teardown charge.

To receive covered repairs or services, **YOU** should contact the service department of **YOUR SELLING DEALERSHIP** to schedule an appointment. **YOUR SELLING DEALERSHIP** will perform the covered repairs under this agreement.

If **YOU** cannot return to **YOUR SELLING DEALERSHIP** for covered repair or services, **YOU** or a licensed repair facility must call **US** for prior authorization at 1-800-631-5590 in the United States or Canada, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

**WE** may not pay the full **COST** of covered repairs or services, including parts and labor, not authorized by **US**. **YOU** will be responsible for amounts, if any, not authorized by **US** and **YOUR** selected **DEDUCTIBLE**. If **YOU** or the licensed repair facility do not contact **US** for prior authorization, **WE** are not obligated to reimburse **YOU** for the **COST** of any repairs or services.

If necessary, **YOU** must allow **US** to inspect the **VEHICLE** and provide any information **WE** may reasonably require (including proof of required maintenance) prior to completion of any repair or services.

If **YOU** have an breakdown that renders **YOUR VEHICLE** unsafe or inoperable and **YOU** are unable to contact **US** for prior authorization, **WE** may reimburse **YOUR COST** to repair or replace a covered part if **YOU** submit an original paid, itemized invoice from a licensed repair facility, or **WE** may authorize and pay for the repair, replacement, or service ourselves.

## **LIMIT OF LIABILITY**

The most **WE** will pay under this Contract for any one repair visit is the actual cash value of the **VEHICLE** or the **COST** of covered services based upon a national labor and parts manual at the time of loss, less any applicable **DEDUCTIBLE**.

## **CUSTOMER SATISFACTION PROCEDURE**

**YOUR** satisfaction and goodwill are important to **US**. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If a matter has not been resolved to **YOUR** satisfaction, the following steps should be taken:

**STEP ONE** - Discuss **YOUR** concerns with a member of the **SELLING DEALERSHIP** management staff or owner of the repair facility. Normally, concerns can be quickly resolved at that level.

**STEP TWO** - If after contacting such persons **YOUR** concerns remain unresolved, contact **US** at 1-800-631-5590, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

## **APPRAISAL OF LOSS**

If **YOU** do not agree with **OUR** evaluation of **YOUR CLAIM**, either party may demand an appraisal of the **CLAIM**. In this event, within sixty (60) days after the date a **CLAIM** is filed, each party will select a competent appraiser. The two appraisers will select an umpire and separately state the actual cash value of the **CLAIM**. If the appraisers fail to agree, they will submit their differences to the umpire. Each party will pay their chosen appraiser and the expenses of the umpire equally. An appraisal shall not act as a waiver of **OUR** rights or **YOUR** rights under this Contract.

**PLEASE SEE THE STATE PROVISION LANGUAGE, IF ANY, AT THE END OF THIS CONTRACT FOR THE STATE WHERE YOUR CONTRACT WAS PURCHASED**

## TRANSFER

This Contract cannot be transferred to another vehicle. This Contract may be transferred by **YOU** to someone **YOU** sell or otherwise transfer ownership of **YOUR VEHICLE** to while this Contract is still in force. To transfer this Contract, **YOU** may contact **US** at [www.allycoverage.com](http://www.allycoverage.com), 1-800-631-5590, or return this Contract to **YOUR SELLING DEALERSHIP**. **YOU** will be provided with a transfer form which must be completed by **YOU** and the new owner of the **VEHICLE** and submitted to **US**. **WE** must be notified within thirty (30) days of the date **VEHICLE** ownership is transferred or this Contract will no longer be in force. In the event of **YOUR** death, **COVERAGE** will be available to **YOUR** spouse or legal representative.

This Contract cannot be transferred if the title transfer of **YOUR VEHICLE** passes through an entity other than the subsequent buyer, or **YOUR VEHICLE** is sold or traded to a dealership, leasing agency, or entity/individual in the business of selling vehicles.

## CUSTOMER CONTRACT CANCELLATION AND REFUNDS

**YOU** may cancel this Contract for any reason, at any time during the term of this Contract. To cancel this Contract, **YOU** may contact **US** at 1-800-631-5590 or return this Contract to **YOUR SELLING DEALERSHIP**.

**WE** will pay or credit **YOUR** cancellation refund within 30 days of the date that **WE** or the **SELLING DEALERSHIP** receives **YOUR** request for cancellation. The refund will be paid to the lienholder unless **YOU** provide proof that the lien has been paid.

For a lienholder cancellation, any refund owed will be paid or credited no more than thirty (30) days after the date the notice of cancellation was received by **US** or the **SELLING DEALERSHIP** or sooner if required by state law.

If canceled, **COVERAGE** may not be repurchased by **YOU** or reinstated on the **VEHICLE**.

## OBLIGOR CONTRACT CANCELLATION AND REFUNDS

**WE** may cancel this Contract in the event the charge for **YOUR** Contract has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited Warranty and / or Powertrain Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration

Any refund owed will be paid or credited no more than thirty (30) days after the effective date of cancellation by the obligor or sooner if required by state law.

If **YOUR VEHICLE** is a total loss or repossessed, **YOUR** cancellation rights under this Contract will transfer to the Contract Lienholder, if any.

## CANCELLATION REFUNDS

Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be a prorated amount of the purchase price, less a \$50 administration fee. If the cancellation is made by the obligor, no administration fee will be charged.

The proration will be based on the lesser of days or miles of **COVERAGE** remaining. **WE** will not subtract the **COST** of a **CLAIM**, if any, from the refund unless otherwise allowed by applicable law.

## OUR RIGHT TO RECOVER PAYMENT

If **YOU** have a right to recover against another party for anything **WE** have paid under this Contract, **YOUR** rights shall become **OUR** rights. **WE** shall recover only the excess after **YOU** are fully compensated for **YOUR** loss.

The obligations of the provider under this Contract are covered by a policy of insurance issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 500 Woodward Avenue, 14th Floor, Detroit, MI 48226 1-800-631-5590. In the event the provider does not pay any **CLAIM** or make any refund or consideration due, including the return of any unearned provider fee, within SIXTY (60) days after proof of loss has been filed or the provider ceases to do business or goes bankrupt, **YOU** may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this Contract.

PLEASE SEE THE STATE PROVISION LANGUAGE, IF ANY, AT THE END OF THIS CONTRACT FOR THE STATE WHERE YOUR CONTRACT WAS PURCHASED

## STATE PROVISION LANGUAGE

The following Special State Requirements and/or Disclosures apply to Contracts purchased in the following states and supersede any other provision herein.

### ALABAMA

**CANCELLATION REFUNDS** - The administration fee is \$25. If **YOU** cancel within sixty (60) days of the date this Contract was purchased and no **CLAIMS** have been paid, a ten percent (10%) penalty per month will be added to **YOUR** refund if **YOUR** cancellation refund is not paid or credited within forty-five (45) days of **YOUR** request to cancel. If **WE** cancel within sixty (60) days of the date **YOUR** contract was purchased, **YOU** will receive a full refund of the contract purchase price. If **WE** cancel after sixty (60) days from the date the contract was purchased, **YOU** or a person authorized by **YOU** will receive a prorated refund of the purchase price. The proration will be based on the lesser of days or miles of coverage remaining.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - If **WE** cancel because the odometer has been disconnected or altered, or because the New Vehicle Limited or Powertrain Limited Warranty has been canceled or voided, **WE** will give **YOU** five (5) days' notice of cancellation.

**APPRAISAL OF LOSS** - The Appraisal of Loss section is not applicable.

### ALASKA

**WHAT THIS CONTRACT COVERS** - The use of non-original manufacturer's parts is allowed.

**WHAT THIS CONTRACT DOES NOT COVER** - 4) If a material misrepresentation was made on the Contract Registration, **WE** will cancel your Contract and the entire purchase price will be refunded according to **OBLIGOR CONTRACT CANCELLATIONS AND REFUNDS** and **CANCELLATION REFUNDS**

**APPRAISAL OF LOSS**: Each party must bear expenses and fees, not including counsel and adjusters' fees, as determined by the umpire.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** may cancel this in the event of non-payment, fraud or material misrepresentation on the Registration. **WE** will mail to **YOU** written notice five (5) days before the contract is canceled.

**CANCELLATION REFUNDS** - (i) If **YOU** cancel within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. If a **CLAIM** has been made within 60 days of the Contract purchase date, the refund will be a prorated amount of the purchase price, less claims paid, and less an administration fee of seven and one half percent (7.5%) of the prorated refund or \$50, whichever is less. The proration will be based on the lesser of days or miles of **COVERAGE** remaining. If the cancellation refund is not paid or credited within forty-five (45) days of **YOUR** request, a ten percent (10%) penalty per month based on the Contract purchase price will be added to **YOUR** refund.

(ii) If **YOU** cancel after sixty (60) days of the date this Contract was purchased, the refund will be a prorated amount of the Contract purchase price, less claims paid, and less an administration fee of seven and one half percent (7.5%) of the prorated refund or \$50, whichever is less. If the cancellation refund is not paid or credited within forty-five (45) days of **YOUR** request to cancel after the full refund period, a ten percent (10%) penalty per month based on the unearned purchase price of the Contract will be added to **YOUR** refund.

(iii) If **WE** cancel within sixty (60) days of the date this Contract was purchased, no administration fee will be charged. If the cancellation refund is not paid or credited within forty-five (45) days of the date of obligor cancellation, a ten percent (10%) penalty per month based on the entire purchase price of the Contract will be added to **YOUR** refund.

(iv) If **WE** cancel after sixty (60) days of the date this Contract was purchased, no administration fee will be charged. If the cancellation refund is not paid or credited within forty-five (45) days of the date of obligor cancellation, a ten percent (10%) penalty per month based on the unearned purchase price of the Contract will be added to **YOUR** refund.

**OUR RIGHT TO RECOVER** - In the event the provider does not pay any **CLAIM** or make any refund or consideration due, including the return of any unearned provider fee, within thirty (30) days after proof of loss has been filed or the provider ceases to do business or goes bankrupt, **YOU** may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this Contract.

### ARIZONA

Eligibility: Vehicle ineligibility only applies if the vehicle condition occurs after the contract was purchased.

**WHAT THIS CONTRACT DOES NOT COVER** - This Contract is not responsible for a **FAILURE** or **CLAIM**:

- a) Caused by **YOUR** misuse, abuse, or negligence of **YOUR VEHICLE**;
- f) Caused by a condition reasonably determined to have occurred prior to the agreement purchase date (pre-existing), if the information provided by **YOU** is found to be deceptively inaccurate, or if the odometer has stopped or been changed after this **CONTRACT** has been purchased. In accordance with ARS 20-1095.06(D)(12), **WE** may exclude preexisting conditions;
- m) Relating to any part which is either not recommended by the **VEHICLE** manufacturer or does not meet **VEHICLE** manufacturer specifications

**CLAIM PROCEDURES** - If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

## STATE PROVISION LANGUAGE

The following Special State Requirements and/or Disclosures apply to Contracts purchased in the following states and supersede any other provision herein.

### ARIZONA (Cont.)

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS - WE** may cancel this Contract in the event the charge for **YOUR** Contract has not been paid. If **YOUR VEHICLE** is a total loss or repossessed, **YOUR** cancellation rights under this Contract will transfer to the Lienholder, if any.

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be a prorated amount of the purchase price, less any **CLAIMS** that have been paid and less an administration fee of ten percent (10%) of the gross amount paid or \$50, whichever is less. If the cancellation is made by the obligor, no administration fee will be charged.

The proration will be based on the lesser of days or miles of **COVERAGE** remaining.

**STATE DISCLOSURE** - THE TIME AND MILEAGE LIMITS OF THIS CONTRACT COMMENCE ON THE PURCHASE DATE, EXCEPT FOR THE POWERTRAIN WRAP CONTRACT AND CERTIFIED PRE-OWNED IN-SERVICE DATE CONTRACTS WHICH COMMENCES ON THE SAME DATE AS THE MANUFACTURER'S WARRANTY. CONTRACT TERM INCLUDES THE MANUFACTURER'S WARRANTY, IF IN EFFECT.

### CONNECTICUT

**APPRAISAL OF LOSS** - The Appraisal of Loss section is replaced with the following section:

**RESOLUTION OF DISPUTES - WE** shall make reasonable effort to resolve any disputes. In the event both parties cannot reach an agreement, **YOU** may file a formal written complaint with the Consumer Affairs Division of the Insurance Department, Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816. **YOUR** complaint must describe the dispute and any attempts to resolve it, indicate the price of **YOUR VEHICLE** and the **COST** of repair, and include a copy of this Contract. If the complaint is not resolved within thirty (30) days of receipt of **OUR** response, the state examiner shall transfer the matter to the Arbitration Unit within the Insurance Department for arbitration proceedings.

**CUSTOMER CONTRACT CANCELLATION AND REFUNDS - YOU** may cancel this Contract at any time during its term including if the **VEHICLE** is returned, sold, lost or destroyed.

**STATE DISCLOSURE** - If this Contract ends while **YOUR VEHICLE** is being repaired for a covered **FAILURE**, the Contract is extended until the repairs for that **FAILURE** are completed.

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide an express warranty covering certain classes of used motor vehicles as follows:

Used vehicles with a sale price of \$3,000 but less than \$5,000, provides coverage for thirty (30) days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more, provides coverage for sixty (60) days or 3,000 miles, whichever occurs first.

The **VEHICLE YOU** have purchased may be covered by Connecticut Public Act, 87-393, Laws 1987. If so, the following is added to this Contract: In addition to the dealer warranty required by Connecticut Public Act, 87-393, Laws 1987, **YOU** have elected to purchase this Service Contract. This Service Contract may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **YOU** have been charged separately only for the Service Contract. The dealer warranty required by Connecticut Public Act, 87-393, Laws 1987, is provided free of charge. Furthermore, the definitions, **COVERAGE**, and exclusions stated in the Service Contract apply only to the Service Contract and are not the terms of the required dealer warranty.

**CLAIM PROCEDURES - YOU** may contact MIC Property and Casualty Insurance Corporation at the above address, by email at [ally.dps@ally.com](mailto:ally.dps@ally.com) or by phone 1-800-631-5590. **YOU** will be asked to provide **YOUR** name, address, phone number, vehicle service Contract number or **YOUR** vehicle identification number and a brief description of the concern/problem to present a **CLAIM** with MIC Property and Casualty Insurance Corporation.

### DISTRICT OF COLUMBIA

**CANCELLATION REFUNDS** - If **YOU** cancel within sixty (60) days of the date this Contract was purchased and no **CLAIMS** have been paid, a ten percent (10%) penalty per month will be added to **YOUR** refund if **YOUR** cancellation refund is not paid or credited within forty-five (45) days of **YOUR** request to cancel. If **YOU** have made a **CLAIM** or if **YOU** cancel more than sixty (60) days after the purchase date, **YOU** or a person authorized by **YOU** will receive a prorated refund of the purchase price, less **CLAIMS** paid and \$50 or ten percent (10%) of purchase price, whichever is less.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS - WE** may cancel this Contract in the event of non-payment, material misrepresentation on the Contract Registration or substantial breach of duty. **WE** will mail to **YOU** written notice five (5) days before the contract is canceled.

The obligations of the provider under this Contract are covered by a policy of insurance issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 500 Woodward Avenue, 14th Floor, Detroit, MI 48226. State Disclosure: **OUR** obligations under this service Contract are insured under a service Contract reimbursement insurance policy.



## STATE PROVISION LANGUAGE

The following Special State Requirements and/or Disclosures apply to Contracts purchased in the following states and supersede any other provision herein.

### GEORGIA

#### Eligibility

**YOUR VEHICLE DOES NOT QUALIFY FOR THIS CONTRACT IF ANY OF THE FOLLOWING ARE TRUE:**

**ITEM 5 PAGE R2:** The VEHICLE has received modifications made by YOU or with YOUR knowledge altering the manufacturer's drivetrain performance specifications including both physical and programming modifications to the engine, transmission, engine tuning, fuel injection, air intake, exhaust, and software systems. The VEHICLE has received modifications altering the manufacturer's specifications to permit trailering, towing, or snow-plowing.

#### Cancellation Provisions

The Lienholder may request cancellation and receive refund for credit to the applicable account only in the event the VEHICLE is a total loss, or the VEHICLE has been repossessed by the Lienholder.

**WHAT THIS CONTRACT DOES NOT COVER** - This Contract is not responsible for a **FAILURE** or **CLAIM**:

- a) Caused by misuse, abuse or negligence of **YOUR VEHICLE** by **YOU** or with **YOUR** knowledge;
- f) Caused by a condition that existed prior to purchase of this Contract and was known to **YOU**, or if the odometer has stopped or been changed after the purchase of this Contract;
- p) If alterations not meeting manufacturer's specifications have been made to **YOUR VEHICLE** by **YOU** or with **YOUR** knowledge, including but not limited to: all frame or suspension modifications; and lift kits and oversized tires (unless **YOU** have purchased the lift kit coverage); undersized tires; lowering kits; emissions and/or exhaust systems modifications; engine and/or computer modifications.
- q) If **YOU** have purchased the lift kit coverage, the following limitations apply: the total body and suspension lift modification is limited to 8 inches excluding lift kits installed at the factory by the VEHICLE manufacturer that do not affect the VEHICLE's underlying manufacturer's warranties. The maximum allowable body lift is 3 inches; the maximum allowable tire size is 37 inch diameter by 12.5 inches wide. Lift kit components are not covered by this Contract.

**APPRAISAL OF LOSS** - The Appraisal of Loss section is not applicable.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** may cancel this Contract if the charge for **YOUR** Contract has not been paid, fraud has been committed in the submission of a **CLAIM**, or if there is a material misrepresentation on the Contract Registration. **WE** will mail **YOU** a 30 day written notice if **WE** cancel for fraud, material misrepresentation, or nonpayment. If **WE** issue cancellation notice, refunds must either accompany notice or be made on or before the cancellation date. A penalty of 25% of the unearned premium plus 18% interest per annum until such time as proper refund is made. If **YOUR VEHICLE** is a total loss or repossessed, **YOUR** cancellation rights under this Contract will transfer to the Lienholder, if any.

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded less **CLAIMS** paid. Cancellations made more than sixty (60) days after the purchase date, **YOU** will receive a prorated amount of the purchase price, less **CLAIMS** paid, less an administrative fee of \$50 or 10% of the pro-rata refund, whichever is less. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request. If the cancellation is made by the obligor, no administration fee will be charged. The proration will be based on the lesser of days or miles of **COVERAGE** remaining.

### HAWAII

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - If **WE** cancel because the New Vehicle Limited or Powertrain Limited Warranty has been canceled or voided, or because the odometer has been disconnected or altered, **WE** will mail to **YOU** written notice five (5) days before the Contract is canceled. The notice shall state the effective date and the reason for cancellation.

**CANCELLATION REFUNDS** - If **YOUR** cancellation refund is not paid or credited within forty-five (45) days after the cancellation, a ten percent (10%) penalty per month will be added to the refund.

### IDAHO

**CLAIM PROCEDURES** - If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

**STATE DISCLOSURE** - The following information is provided in accordance with Idaho Insurance Code Section 28.2804(9): **COVERAGE** afforded under this Contract is not guaranteed by the Idaho Insurance Guaranty Association.

### ILLINOIS

**Definitions** - "**FAILURE**" refers to the inability of an original or like replacement part covered by this Contract to function in normal service, including **FAILURE** of a covered part due to normal wear and tear.

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be a prorated amount of the purchase price, less any **CLAIMS** paid and less an administration fee. The administration fee will be \$50 or ten percent (10%) of the purchase price, whichever is less.

If the cancellation is made by the obligor, no administration fee will be charged. The proration will be based on the lesser of days or miles of **COVERAGE** remaining.



## STATE PROVISION LANGUAGE

The following Special State Requirements and/or Disclosures apply to Contracts purchased in the following states and supersede any other provision herein.

### INDIANA

**STATE DISCLOSURE** - In accordance with Indiana Chapter 43.2, Section 12(3): This service Contract is not insurance and is not subject to Indiana insurance law.

### IOWA

**CLAIM PROCEDURES** - If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

**CANCELLATION REFUNDS** - If **YOU** cancel within sixty (60) days of the date this Contract was purchased and no **CLAIMS** have been paid, a ten percent (10%) penalty per month will be added to **YOUR** refund if **YOUR** cancellation refund is not paid or credited within thirty (30) days of cancellation of **YOUR** service Contract. If you have made a **CLAIM** or if **YOU** cancel more than sixty (60) days after the purchase date, **YOU** or a person authorized by **YOU** will receive a prorated refund of the purchase price, less any **CLAIMS** paid and less an administration fee of ten percent (10%) of the Contract purchase price or \$50, whichever is less.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** will mail to **YOU** written notice fifteen (15) days before the contract is canceled for reasons other than non-payment, material misrepresentation on the Contract Registration or substantial breach of duty. The notice shall state the effective date and the reason for cancellation. The notice shall state the effective date and the reason for cancellation.

**For Iowa residents only**, if **YOU** have questions or concerns with this service Contract, **YOU** may contact the Iowa Insurance Department at the following address and telephone number: Iowa Insurance Division, 1963 Bell Avenue, Suite 100 Des Moines, Iowa 50315 Telephone number (515) 654-6600.

### KANSAS

#### **WHAT THIS CONTRACT DOES NOT COVER**

- 5) **For economic loss, including loss of time, inconvenience, lodging, food, storage or other incidental or consequential loss or damage that may result from a FAILURE;**

**Additional Protection** - The paragraph titled "Trip Interruption" is not applicable.

**APPRAISAL OF LOSS** - The Appraisal of Loss section is not applicable.

### LOUISIANA

**CLAIM PROCEDURES** - If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** may cancel this Contract in the event the charge for **YOUR** Contract has not been paid, if there is a material misrepresentation on the Contract Registration or a substantial breach of duties by **YOU** relating to the covered **VEHICLE** or its use. If **WE** cancel for these reasons, no prior notice is required. If **WE** cancel, **YOU** will not be charged an administration fee. If **YOUR VEHICLE** is a total loss or repossessed, **YOUR** cancellation rights under this Contract will transfer to the Contract Lienholder, if any. **WE** will mail written notice at **YOUR** last known address in our records 15 days prior to the cancellation. The notice shall state the effective date and the reason for cancellation.

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. A 10% penalty per month of the unearned provider fee shall be added to each refund not made within 45 days of customer cancellation during the full refund period. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be a prorated amount of the purchase price, less a \$50 administration fee and a ten percent (10%) penalty per month will be added to the refund if the cancellation refund is not paid or credited within forty-five (45) days of the request to cancel. If the cancellation is made by the obligor, no administration fee will be charged.

The proration will be based on the lesser of days or miles of **COVERAGE** remaining. **WE** will not subtract the **COST** of a **CLAIM**, if any, from the refund unless otherwise allowed by applicable law.

The obligations of the provider under this Contract are insured under Service Contract Reimbursement Policy issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 500 Woodward Avenue, 14th Floor, Detroit, MI 48226.

**STATE DISCLOSURE** - A Motor Vehicle Service Contract is not insurance contract and is not regulated by the Department of Insurance. Any concerns or complaints regarding the Motor **VEHICLE** Contract maybe be directed to the Attorney General.

### MAINE

**CLAIM PROCEDURES** - If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - If **WE** cancel, **WE** will mail to **YOU** written notice fifteen (15) days before the contract is canceled stating the reason and the effective date for the cancellation.

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price and any applicable sales tax as required by state law will be refunded unless a **CLAIM** has been made. For cancellations made within sixty (60) days of the date this Contract was purchased and no **CLAIMS** have been paid, a ten percent (10%) penalty per month will be added to the refund if the cancellation refund is not paid or credited within forty-five (45) days of the return of the service Contract. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be a prorated amount of the purchase price, less a \$50 administration fee administration fee or ten percent (10%) of the purchase price, whichever is less. If the cancellation is made by the obligor, no administration fee will be charged.

The proration will be based on the lesser of days or miles of **COVERAGE** remaining. **WE** will not subtract the **COST** of a **CLAIM**, if any, from the refund unless otherwise allowed by applicable law.

## STATE PROVISION LANGUAGE

The following Special State Requirements and/or Disclosures apply to Contracts purchased in the following states and supersede any other provision herein.

### MARYLAND

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. Cancellations made within sixty (60) days of the date this Contract was purchased and no **CLAIMS** have been paid, a ten percent (10%) penalty per month will be added to the refund if the cancellation refund is not paid or credited within forty-five (45) days of the return of the service Contract. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be a prorated amount of the purchase price, less a \$50 administration fee. If the cancellation is made by the obligor, no administration fee will be charged.

The proration will be based on the lesser of days or miles of **COVERAGE** remaining. **WE** will not subtract the **COST** of a **CLAIM**, if any, from the refund unless otherwise allowed by applicable law.

**STATE DISCLOSURE** - The following provisions are included in this Contract. In accordance with Maryland Commercial Law, Article 14-404 (b) (2) (i) (ii), (2) (i) A service Contract is extended automatically when the provider fails to perform the services under the service Contract. (ii) The service Contract does not terminate until the services are provided in accordance with the terms of the service Contract. Maryland Transportation Article §15.311.2 (h) The repair of a malfunction or defect covered under a mechanical repair contract shall include the **COST** of the tear down and diagnosing the malfunction or defect.

### MINNESOTA

**WHAT THIS CONTRACT DOES NOT COVER** - This **CONTRACT** is not responsible for a **FAILURE** or **CLAIM**:

f) If the odometer has stopped or been changed after this Contract has been purchased;

4) If a material misrepresentation as to the **VEHICLE'S** intended use was made on the Contract Registration, or if **YOU** are no longer using **YOUR VEHICLE** in accordance with the eligibility requirements stated on the Contract Registration;

**CANCELLATION REFUNDS** - If **YOUR** cancellation refund is not paid or credited within forty-five (45) of **YOUR** request to cancel, a ten percent (10%) penalty per month will be added to **YOUR** refund.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** may cancel this Contract in the event the charge for **YOUR CONTRACT** has not been paid, the odometer has been disconnected or altered after the Contract was purchased, the New Vehicle Limited or Powertrain Limited Warranty has been canceled or voided due to modifications made to the **VEHICLE** after the Contract was purchased, or if there is a material misrepresentation on the Contract Registration as to the **VEHICLE'S** intended use. **WE** will mail to **YOU** written notice fifteen (15) days before the contract is canceled stating the reason and the effective date for the cancellation, unless cancellation is for nonpayment, material misrepresentation, or substantial breach in which case five (5) days notice will be provided.

**STATE DISCLOSURE** - Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: 1) If the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least sixty (60) days or 2,500 miles, whichever comes first; 2) If the used motor vehicle has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first.

All **COVERAGE** provided for **YOUR VEHICLE** under this motor **VEHICLE** service contract shall exclude coverage currently in force under any express warranty providing the same **COVERAGE** for such **VEHICLE** as outlined above.

### MISSOURI

**CLAIM PROCEDURES** - If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** may cancel this Contract in the event the charge for **YOUR CONTRACT** has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited or Powertrain Limited Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration. If **WE** cancel, **YOU** will not be charged an administration fee. If **YOUR VEHICLE** is a total loss or repossessed, **YOUR** cancellation rights under this Contract will transfer to the Contract Lienholder, if any. In accordance with Missouri statutes, if **YOU** cancel this Contract, **WE** shall mail a written notice of termination to **YOU** within fifteen (15) days of the date of the termination.

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. If a **CLAIM** has been made, the full purchase price less any claims that have been paid will be refunded. If the cancellation refund is not paid within thirty (30) days of the return of the service contract, a ten percent (10%) penalty per month will be added to the refund. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be a prorated amount of the purchase price, less any claims that have been paid, and less a \$50 administration fee and **WE** will mail written notice to **YOU** within forty-five (45) days of the date of cancellation.

The proration will be based on the lesser of days or miles of **COVERAGE** remaining.

**STATE DISCLOSURE** - The following information is provided in accordance with Missouri statute 385.208(1): This Contract is not an insurance contract.

### MONTANA

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** will mail to **YOU** written notice five (5) days before the contract is canceled for reasons other than non-payment, material misrepresentation on the Contract Registration or substantial breach of duty by **YOU**. The notice shall state the effective date and the reason for cancellation.

## STATE PROVISION LANGUAGE

The following Special State Requirements and/or Disclosures apply to Contracts purchased in the following states and supersede any other provision herein.

### NEBRASKA

**Limit of Liability - WE** will use the NADA books to determine the actual cash value of the **VEHICLE**.

**APPRAISAL OF LOSS** - The Appraisal of Loss section is not applicable.

### NEVADA

#### **Eligibility**

**YOUR VEHICLE DOES NOT QUALIFY FOR THIS CONTRACT IF ANY OF THE FOLLOWING ARE TRUE:**

**ITEM 4 PAGE R2:** This Contract will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this Contract has already been issued and the manufacturer's warranty becomes void during the term of this Contract, **WE** will not automatically suspend all coverage. **WE** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **WE** will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract.

**WHAT THIS CONTRACT DOES NOT COVER** - This Contract is not responsible for a **FAILURE** or **CLAIM**:

- p) This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the **VEHICLE**, or any damages arising from such unauthorized or non-manufacturer recommended modifications, including but not limited to: all frame or suspension modifications; lift kits and oversized tires; undersized tires; lowering kits; emissions and/or exhaust systems modifications; engine and/or computer modifications. However, if the **VEHICLE** is modified or repaired in an unauthorized or non-manufacturer-recommended manner, **WE** will not automatically suspend all **COVERAGE**. This Contract will continue to provide any applicable **COVERAGE** that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such **COVERAGE** is otherwise excluded by the terms of this Contract;

**CLAIM PROCEDURES** - If **PRIOR AUTHORIZATION** cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** may cancel this Contract in the event the charge for **YOUR** Contract has not been paid by **YOU**, the odometer has been disconnected or altered, the New Vehicle Limited or Powertrain Limited Warranty has been canceled or voided and this substantially and materially increases the service required under this service Contract, or if there is a material misrepresentation by **YOU** in obtaining this Contract or in the submission of a **CLAIM**. The lienholder may notify **US** of a repossession and **WE** may initiate cancellation in compliance with NRS 690C.270.

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer or obligor requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. Cancellations made within sixty (60) days of the date this Contract was purchased and no **CLAIMS** have been paid, a ten percent (10%) penalty per month will be added to the refund if the cancellation refund is not paid or credited within forty-five (45) days of the return of the service Contract. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be a prorated amount of the purchase price, less a \$25 cancellation fee. If the cancellation is made by **US**, no cancellation fee will be charged. The proration will be based on the lesser of days or miles of **COVERAGE** remaining. **WE** will not subtract the **COST** of a **CLAIM**, if any, from the refund unless otherwise allowed by applicable law.

This Contract is nonrenewable.

**STATE DISCLOSURE** - For Nevada residents only. As required by Nevada regulation NAC 690C.110. If **YOU** are not satisfied with the manner in which the provider is handling the **CLAIM** on the Contract, **YOU** may contact the Commissioner at the Nevada Insurance Department at the following toll-free telephone number: (888) 872-3234.

### NEW HAMPSHIRE

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be a prorated amount of the purchase price, less a \$50 administration fee or ten percent (10%) of the purchase price, whichever is less. If the cancellation is made by the obligor, no administration fee will be charged. The proration will be based on the lesser of days or miles of **COVERAGE** remaining. **WE** will not subtract the **COST** of a **CLAIM**, if any, from the refund unless otherwise allowed by applicable law.

**INSURANCE DISCLOSURE** - The obligations of the provider under this Contract are covered by a policy of insurance issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: **500 Woodward Avenue, 14<sup>th</sup> Floor, Detroit, MI 48226**. In the event the provider does not pay any **CLAIM** or make any refund or consideration due, including the return of any unearned provider fee, within thirty (30) days after proof of loss has been filed or the provider ceases to do business or goes bankrupt, **YOU** may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this Contract at 1-800-631-5590.

**STATE DISCLOSURE** - The following is provided in accordance with RSA 415-C:6(h) of the New Hampshire Revised Statutes. In the event **YOU** do not receive satisfaction under this Contract, **YOU** may contact the New Hampshire Insurance Department at the following address and telephone number: New Hampshire Insurance Department, 21 South Fruit Street Concord, NH 03301 Telephone number (603) 271-2261.



## STATE PROVISION LANGUAGE

The following Special State Requirements and/or Disclosures apply to Contracts purchased in the following states and supersede any other provision herein.

### NEW JERSEY

The following is added to the **GENERAL TERMS AND CONDITIONS** section of this agreement: This Contract does not cover pre-existing conditions. Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of YOUR motor VEHICLE. This Contract does not allow YOU to recover consequential damages.

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

**CANCELLATION REFUNDS** - If **YOU** cancel within sixty (60) days of the date this Contract was purchased and no **CLAIMS** have been paid, a ten percent (10%) penalty per month based on purchase price will be added to **YOUR** refund if **YOUR** cancellation refund is not paid or credited within forty-five (45) days of **YOUR** request to cancel.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - If **WE** cancel, **YOU** will not be charged an administration fee, and **WE** will mail **YOU** a written notice to be delivered five (5) days prior to the effective date of cancellation. The notice shall state the effective date and the reason for cancellation. A written notice is not required if the reason for cancellation is nonpayment of the Contract charge, a material misrepresentation or omission, or a substantial breach of Contractual obligations concerning the **VEHICLE** or its use.

### NEW MEXICO

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** may this cancel this Contract within seventy (70) days from the purchase date for any reason. After seventy (70) days, **WE** may only cancel this service Contract for fraud, material misrepresentation, non-payment, or a substantial breach of duty by **YOU** relating to the covered property or its use. If **WE** cancel, **WE** will give **YOU** fifteen (15) days prior notice of cancellation.

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made.

If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be a prorated amount of the purchase price less **CLAIMS** paid and an administration fee of \$50 or ten percent (10%) of the refund, whichever is less. The administration fee will be no more than ten percent (10%) of the purchase price. In instances of customer cancellation, if 60-day period for refund payment is not met, a penalty of 10 percent of the unearned provider fee will be added to the refund for each 30-day period, or portion thereof, the refund remains unpaid.

If the cancellation is made by the obligor, no administration fee will be charged.

The proration will be based on the lesser of days or miles of **COVERAGE** remaining.

This service Contract is insured by MIC Property and Casualty Insurance Corporation. If the service Contract provider fails to pay **YOU** or otherwise provide **YOU** with the covered service within 60 days of **YOUR** submission of a valid **CLAIM**, **YOU** may submit **YOUR CLAIM** to MIC Property and Casualty Insurance Corporation, 500 Woodward Ave, 14th Floor, Detroit, MI 48226 or contact 1-800-631-5590 or [ally.dps@ally.com](mailto:ally.dps@ally.com). If you have any concerns regarding the handling of **YOUR CLAIM**, you may contact the Office of Superintendent of Insurance at 855-427-5674.

### NEW YORK

**CANCELLATION REFUNDS** - If **YOU** cancel within sixty (60) days of the date this Contract was purchased and no **CLAIMS** have been paid, a ten percent (10%) penalty per month will be added to **YOUR** refund if **YOUR** cancellation refund is not paid or credited within thirty (30) days of cancellation of **YOUR** service Contract.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** may cancel this Contract if the charge for **YOUR** Contract has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited or Powertrain Limited Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration. If **WE** cancel, **WE** will not charge **YOU** an administration fee.

If **WE** cancel because the New Vehicle Limited or Powertrain Limited Warranty has been canceled or voided or because the odometer has been disconnected or altered, **WE** will: 1) give **YOU** fifteen (15) days prior written notice before the Contract is canceled, and 2) provide **YOU** with the reason and the effective date of cancellation.

**INSURANCE DISCLOSURE** - The obligations of the provider under this Contract are covered by a policy of insurance issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 500 Woodward Avenue, 14<sup>th</sup> Floor, Detroit, MI 48226. In the event the provider does not pay any **CLAIM** or make any refund or consideration due, including the return of any unearned provider fee, within thirty (30) days after proof of loss has been filed or the provider ceases to do business or goes bankrupt, **YOU** may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this Contract at 1-800-631-5590, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

**STATE DISCLOSURE** Section 198b of New York General Business Law requires an automobile dealer to provide an express warranty covering certain classes of used motor vehicles as follows:

Used vehicles with 36,000 miles or less:

Provides coverage for ninety (90) days or 4,000 miles, whichever occurs first

Used vehicles with more than 36,000 miles but less than 80,000 miles:

Provides coverage for sixty (60) days or 3,000 miles, whichever occurs first

Used vehicles with 80,000 miles but not more than 100,000 miles:

Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first

The **VEHICLE** **YOU** have purchased may be covered by Section 198b of New York General Business Law. **YOU** have elected to purchase this Service Contract. This Service Contract may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired.

**YOU** have been charged separately only for the Service Contract. The dealer warranty required by Section 198b of New York General Business Law is provided free of charge. Furthermore, the definitions, **COVERAGE** and exclusions stated in the Service Contract apply only to the Service Contract and are not the terms of the required dealer warranty.

## STATE PROVISION LANGUAGE

The following Special State Requirements and/or Disclosures apply to Contracts purchased in the following states and supersede any other provision herein.

### NORTH CAROLINA

**CANCELLATION REFUNDS** - If **YOU** cancel within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless **YOU** have made a **CLAIM**. If **YOU** have made a **CLAIM** or if **YOU** cancel more than sixty (60) days after the purchase date, **YOU** or a person authorized by **YOU** will receive a prorated refund of the purchase price, less any **CLAIMS** that have been paid and less an administration fee of \$50 or ten percent (10%) of the pro rata refund, whichever is less.

If **WE** cancel within sixty (60) days of the date **YOUR** Contract was purchased, **YOU** will receive a full refund of the contract purchase price. If **WE** cancel after sixty (60) days from the date the contract was purchased, **YOU** or a person authorized by **YOU** will receive a prorated refund of the purchase price. The proration will be based on the lesser of days or miles of coverage remaining.

### OKLAHOMA

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be one hundred percent (100%) of the unearned pro rata premium less any **CLAIMS** paid and less an administration fee of ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50.00), whichever is less. If the cancellation is made by the obligor, no administration fee will be charged. The proration will be based on the lesser of days or miles of **COVERAGE** remaining.

**Oklahoma State Disclosure:** Pursuant to Oklahoma Statutes, Title 15 §141.21: This is not an insurance Contract. **COVERAGE** afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Pursuant to Oklahoma Statutes, Title 15 §141.2: Oklahoma Service Warranty Statutes do not apply to commercial use references in service warranty Contracts. Roadside Assistance services are provided by Nation Motor Club LLC, 800 Yamato Road, Suite 100, Boca Raton, FL 33431 800-338-2680. In Oklahoma, Universal Warranty Corporation's license number is 44198036.

### OREGON

The word provider is replaced with obligor or obligor/provider.

**APPRAISAL OF LOSS** - The Appraisal of Loss section is not applicable.

**CLAIM PROCEDURES** - If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

### SOUTH CAROLINA

**CLAIM PROCEDURES** - If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

**CANCELLATION REFUNDS** - If **YOU** cancel within sixty (60) days of the date this Contract was purchased and no **CLAIMS** have been paid, a ten percent (10%) penalty per month will be added to **YOUR** refund if **YOUR** cancellation refund is not paid or credited within forty-five (45) days of **YOUR** request to cancel. If **WE** cancel within sixty (60) days of the date **YOUR** Contract was purchased, **YOU** will receive a full refund of the contract purchase price. If **WE** cancel after sixty (60) days from the date the contract was purchased, **YOU** or a person authorized by **YOU** will receive a prorated refund of the purchase price. The proration will be based on the lesser of days or miles of coverage remaining.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - If **WE** cancel because the odometer has been disconnected or altered, or because the New Vehicle Limited or Powertrain Limited Warranty has been canceled or voided, **WE** will mail notice of cancellation with the effective date and reason for cancellation to **YOU** at least fifteen (15) days before the effective date of cancellation.

**STATE DISCLOSURE** - If **YOU** have questions or concerns with this Contract, **YOU** may contact the South Carolina Department of Insurance at the following address and phone number: South Carolina Department of Insurance Capitol Center, 1201 Main Street, Suite 1000 Columbia, SC 29201 (800) 768-3467 If **WE** cancel this Contract, the cancellation and refund will be processed according to the **CANCELLATION REFUNDS** section, except no administration fee will be charged.



## STATE PROVISION LANGUAGE

The following Special State Requirements and/or Disclosures apply to Contracts purchased in the following states and supersede any other provision herein.

### TEXAS

**Customer Satisfaction Procedure** - Address unresolved complaints about a Provider or questions about the regulation of Service contract Providers to: Texas Department of Licensing and Regulation, 920 Colorado, Austin, TX 78701 or by phone at (512) 463-6599.

**CUSTOMER CONTRACT CANCELLATION AND REFUNDS** - **YOU** may apply for reimbursement directly to the insurer if a refund or credit is not paid by **US** before the 46th day after the date on which the contract is canceled by **YOU**.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - If **WE** cancel, **WE** will give **YOU** five (5) day's written notice of cancellation with the reason and effective date of cancellation; and **YOU** will not be charged a cancellation fee.

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. If a **CLAIM** has been made, the refund will be the full purchase price less any **CLAIMS** that have been paid. Cancellations made more than sixty (60) days after the purchase date, the refund will be a prorated refund of the purchase price, less any **CLAIMS** that have been paid, and less a \$50 administration fee. If the cancellation refund is not paid or credited within forty-five (45) days of the request to cancel, a ten percent (10%) penalty per month will be added to the refund. The proration will be based on the lesser of days or miles of **COVERAGE** remaining. **WE** will not subtract the **COST** of a **CLAIM**, if any, from the refund unless otherwise allowed by applicable law.

**INSURANCE DISCLOSURE** - This Contract is administered by Universal Warranty Corporation, Texas Administrator License No. 143.

### VIRGINIA

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

### WISCONSIN

**CLAIM PROCEDURES** - In the event of a **FAILURE**, **YOU** must use reasonable means to protect the covered **VEHICLE** from additional damage. In some cases, **WE** may ask to inspect the **VEHICLE** and for **YOU** to provide reasonable information that **WE** may require (including proof of required maintenance) prior to completion of a repair.

In any event, **YOU** should provide notice and/or proof of loss as soon as reasonably possible and within one year of the breakdown. **YOUR** failure to obtain prior authorization may invalidate or reduce a **CLAIM** payment if **WE** are prejudiced in any way, unless it was not reasonably possible for **YOU** to do so. **WE** may reimburse **YOUR COST** to repair or replace a covered part, if **YOU** submit an original paid invoice from a licensed repair facility, or **WE** may authorize and pay for the repair, replacement, or service ourselves. If **YOU** need assistance in submitting a **CLAIM** or obtaining a service covered by this Contract, call 1-800-631-5590, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

**APPRAISAL OF LOSS** - The Appraisal of Loss section is not applicable.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** may cancel this Contract in the event the charge for **YOUR** Contract has not been paid, if there is a material misrepresentation on the Contract Registration by **YOU** to **US**, or a substantial breach of **YOUR** duties relating to **YOUR VEHICLE** or its use. In the event **WE** cancel this Contract, **WE** shall mail a written notice to **YOU** at **YOUR** last known address in **OUR** records at least 5 days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. In the event of a total loss of **YOUR VEHICLE** that is not covered by a replacement of the **VEHICLE** pursuant to the terms of this Contract, **YOU** shall be entitled to cancel this Contract.

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be a prorated amount of the purchase price, less any **CLAIMS** paid and less an administration fee of ten percent (10%) of the Contract purchase price or \$50 whichever is less. The administration fee will not exceed ten percent (10%) of the provider fee. If the cancellation is made by the obligor, no administration fee will be charged. The proration will be based on the lesser of days or miles of **COVERAGE** remaining. A ten percent (10%) penalty per month will be added to **YOUR** refund if **YOUR** cancellation refund is not paid or credited within forty-five (45) days of **YOUR** request to cancel. In the event of a total loss the refund will be a prorated amount of the purchase price, less any claims paid and no cancellation fee will be charged.

**STATE DISCLOSURE** - **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

STATE PROVISION LANGUAGE

The following Special State Requirements and/or Disclosures apply to Contracts purchased in the following states and supersede any other provision herein.

WYOMING

**WHAT THIS CONTRACT COVERS** - The use of non-original manufacturer's parts is allowed.

**OBLIGOR CONTRACT CANCELLATION AND REFUNDS** - **WE** may terminate this Contract in accordance with the following:

- a) If this Contract has been in effect for less than sixty (60) days, **WE** may terminate this Contract by mailing or delivering to **YOU** written notice of termination at least:
  - Ten (10) days before the effective date of termination if **WE** cancel for nonpayment of premium, or
  - Thirty (30) days before the effective date of termination if **WE** cancel for any other reason.
- b) If this Contract has been in effect for sixty (60) days or more, **WE** may terminate this Contract only for one or more of the following reasons: 1) Nonpayment of premium; 2) Material misrepresentation of fact which, if known to **US**, would have caused **US** not to issue the Contract; 3) Substantial change in the risk assumed, except to the extent that **WE** should reasonably have foreseen the change or contemplated the risk in writing the Contract; or 4) Substantial breaches of contractual duties, conditions or warranties.

If **WE** terminate, **WE** will mail or deliver to **YOU** written notice of termination stating the reason for termination and the effective date of cancellation at least: Ten (10) days before the effective date of termination for the reason stated in (b) 1, above, or forty-five (45) days before the effective date of termination for the reasons stated in (b) 2, 3 or 4 above. If **WE** cancel, **YOU** will not be charged an administration fee. If **YOUR VEHICLE** is a total loss or repossessed, **YOUR** cancellation rights under this Contract transfer to the Lienholder, if any. In Wyoming, the Lienholder may request cancellation and receive refund for credit to the applicable account only in the event the **VEHICLE** is a total loss, or the **VEHICLE** has been repossessed by the Lienholder.

**CANCELLATION REFUNDS** - Refunds are calculated as follows for all customer, obligor or lienholder requests. Cancellations made within sixty (60) days of the date this Contract was purchased and no **CLAIMS** have been paid, a ten percent (10%) penalty per month will be added to the refund if the cancellation refund is not paid or credited within forty-five (45) days of the request to cancel. If cancellation is made within sixty (60) days of the date this Contract was purchased, the entire purchase price will be refunded unless a **CLAIM** has been made. If a **CLAIM** has been made or the cancellation is after sixty (60) days from the purchase date, the refund will be unused portion of the purchase price, less a \$50 administration fee. If the cancellation is made by the obligor, no administration fee will be charged. The unused portion of the purchase price will be determined based on the prorated amount based on the lesser of days or miles. **WE** will not subtract the **COST** of a **CLAIM**, if any, from the refund unless otherwise allowed by applicable law.