



Vehicle Service Agreement

DECLARATIONS PAGE

Agreement Number:

The first page of this document is the application and **Declarations Page** for the attached **Vehicle Service Agreement (Agreement)**. If this application cannot be accepted as written, the applicant will be notified within sixty (60) days of Agreement Sale Date and offered a revised **Vehicle Service Agreement**, if possible. If the applicant does not choose to accept the revised **Vehicle Service Agreement** or the vehicle does not qualify, the Agreement Sale Price will be refunded by the **Issuing Dealer**.

ISSUING DEALER INFORMATION

Dealer Name:

Dealer Number:

Address:

Phone:

City, State, ZIP:

Fax:

VEHICLE & SALE INFORMATION

Fuel Type: ☐ Gas ☐ Diesel ☐ Hybrid

Vehicle Sale Price:

Agreement Sale Price:

Original In-Service Date:

Agreement Sale Date:

Sale Mileage:

Year:

Make:

Model:

VIN:

Turbocharger or Supercharger ☐ Yes ☐ No

☐ 2WD ☐ 4WD ☐ AWD

☐ New Vehicle ☐ Pre-Owned Vehicle

Commercial Use: ☐ Yes ☐ No

AGREEMENT HOLDER INFORMATION

Last Name:

First Name:

M.I.:

Address:

Home Phone:

City, State, ZIP:

Email:

LENDER INFORMATION

Name:

Phone:

Address:

Fax:

City, State, ZIP:

VSA Financed Separately: ☐ Yes ☐ No

TERM

SCHEDULE OF COVERAGE

DEDUCTIBLE

Plan Months: _____

With Powertrain

☐ Basic Care ☐ Standard Care

☐ Preferred Care ☐ Premier Care

Without Powertrain

☐ Wrap Premier Care

Standard Deductible

☐ \$50 ☐ \$100

AGREEMENT ACKNOWLEDGEMENT

1) This **Vehicle Service Agreement** is between the **Agreement Holder** and the **Administrator** identified below.

2) The **Agreement Holder** and **Issuing Dealer** confirm that the information contained on this **Declarations Page** is accurate and complete and that the vehicle is eligible for coverage.

3) This is not an insurance policy; however, the **Administrator's** obligations under this **Agreement** are insured by an insurance policy issued by First Colonial Insurance Company or Northbrook Indemnity Company, members of the Allstate family of companies. If a covered **Claim** is not paid within sixty (60) days after **You** have filed proof of loss with the **Administrator**, **You** may file a **Claim** directly with First Colonial Insurance Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224. In California, **You** may file a **Claim** directly with Northbrook Indemnity Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224.

4) **THE PURCHASE OF THIS VEHICLE SERVICE AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE OR OBTAIN FINANCING FOR THIS VEHICLE.**

5) The **Agreement Holder** agrees that they have received the **Declarations Page** and the attached **Agreement**, have read it and agree to all terms and conditions within it. Additionally, the **Agreement Holder** acknowledges their understanding of the Arbitration provision on page 6.

6) **See the SPECIAL STATE REQUIREMENTS AND DISCLOSURES section for state-specific terms and conditions.**

THIS VEHICLE SERVICE AGREEMENT IS ISSUED AND ADMINISTERED BY:

KORNERSTONE ADMINISTRATIVE SERVICES. LLC

405 South Main, Suite 1200, Salt Lake City, UT 84111 www.kornerstoneadmin.com

All Claims must be authorized by Us prior to repairs being started.

Any repairs completed prior to such authorization may not be covered.

FOR CLAIM SERVICE CALL: (877) 536-4545

FOR TOWING, LOCKOUT, OR EMERGENCY ROAD SERVICES CALL ALLSTATE MOTOR CLUB: (855) 327-5845

Agreement Holder Signature and Date

Issuing Dealer's Representative Signature and Date

Vehicle Service Agreement Terms and Conditions

Table of Contents

Topic/Section	Page
DEFINITIONS	2
GENERAL PROVISIONS	3
SCHEDULE OF COVERAGE	3
ADDITIONAL BENEFITS	4
EXCLUSIONS	4
INELIGIBLE VEHICLES	5
CANCELLATION OF AGREEMENT	5
TRANSFER OF AGREEMENT	5
ARBITRATION	6
AGREEMENT HOLDER’S RESPONSIBILITIES IN CASE OF A BREAKDOWN.....	6
APPROVED REPAIR FACILITY’S GUIDE TO FILING A CLAIM	6
AGREEMENT HOLDER’S RESPONSIBILITIES FOR SERVICE AND MAINTENANCE	7
SPECIAL STATE REQUIREMENTS AND DISCLOSURES.....	7

DEFINITIONS

Throughout this **Vehicle Service Agreement (Agreement)** certain words and phrases appear in **bold face type**. These words have specific definitions in this document. Those definitions are found below.

Actual Cash Value (ACV): For this **Agreement**, the average retail value of the **Vehicle** (considering mileage and condition) as stated in the current online National Automobile Dealer Association (N.A.D.A.) pricing guide at the time of the **Breakdown**.

Administrator: Kornerstone Administrative Services, LLC; the entity listed on the **Declarations Page** that provides administrative services for this **Agreement**.

Adjustment: A service or labor operation completed to correct a complaint where a **Covered Part** has not failed.

Aftermarket: Independent part manufacturers that are not affiliated with **OEM** manufacturers.

Agreement Holder: The person or entity who signed the **Declarations Page** acknowledging this **Agreement** and its terms and conditions.

Approved Repair Facility: A repair facility licensed to perform repairs in the area where it does business, has a Federal Employer’s Identification Number, provides a minimum of a 12 month 12,000 mile warranty from the date of service on all repairs completed, and is approved by **Us**.

Authorized Amount: The total amount of a **Claim**, as authorized by **Us**, including all covered charges minus the **Deductible**. Any charges that exceed the **Authorized Amount** are **Your** responsibility. Labor cost is calculated by multiplying an **Approved Repair Facility’s** approved labor rate by the labor time as specified in a current nationally recognized online labor time guide. i.e. Motors, All Data or Mitchell on Demand. **MSRP** pricing will be the maximum part cost paid by this **Agreement**.

Breakdown: The inability of a **Covered Part**, under normal service and usage of the **Vehicle**, to perform the function for which it was designed due to a material defect that is not related to the action or inaction of any non-covered part or outside influence. A gradual reduction in performance commonly referred to as “wear and tear,” will be considered a **Breakdown** when the wear has exceeded the manufacturer’s published tolerances. Please refer to the provisions under the **EXCLUSIONS** section for a listing of conditions under which the failure of a **Covered Part** is not considered a **Breakdown**.

Claim: A request by **You** for benefits under this **Agreement**.

Commercial Use: The usage of a vehicle that is registered to a business and/or used for business purposes. See **Commercial Use** under **GENERAL PROVISIONS** section for eligibility criteria.

Consequential Damage: Damage caused to a **Covered Part** by a non-covered part or damage caused to a non-covered part by a **Covered Part**.

Covered Part: Parts listed in the **SCHEDULE OF COVERAGE** section corresponding to **Your** selection as shown on the **Declarations Page**.

Declarations Page: The first page of this **Agreement** signed by **You** acknowledging **Your** understanding of this **Agreement’s** terms and conditions.

Deductible: **Your** portion of the authorized repairs shown on the **Declarations Page**.

Expiration Date: For **New** and **Pre-Owned Vehicle** coverage, the **Expiration Date** will be the Agreement Sale Date plus the number of months stated in the Term section of the **Declarations Page**. For wrap coverage, the **Expiration Date** will be the **Original In-Service Date** plus the number of months stated in the Term section of the **Declarations Page**.

Expiration Mileage: For new and wrap coverage, the **Expiration Mileage** will be the mileage stated in the Term section of the **Declarations Page**. For **Pre-Owned Vehicle** coverage, the **Expiration Mileage** is the mileage at the time of sale plus the miles stated in the Term section of the **Declarations Page**.

Insurer: The insurance company shown on the **Declarations Page** that issued the insurance policy indemnifying **Us**.

Issuing Dealer: The dealer from whom this **Agreement** was originally purchased as shown on the **Declarations Page**.

Like Kind and Quality (LKQ) Parts: Parts purchased and provided by **Us** or an **Approved Repair Facility** with mileage equal to or less than the mileage on the **Vehicle** at the time of the covered **Breakdown**.

Manufacturer’s Suggested Retail Price (MSRP): The price suggested by automotive manufacturers or **Aftermarket** parts manufacturers for their products.

New Parts: Parts from any manufacturer, whether **OEM** or **Aftermarket**, that have never been installed.

New Vehicle: A **Vehicle** that meets the following requirements:

Covered by the manufacturer’s basic warranty;
If the manufacturer’s basic warranty is 3 years/36,000 miles the **Vehicle** must be no older than the current calendar year minus 3 years. If the manufacturer’s basic warranty exceeds 3 years/36,000 miles the **Vehicle** must be no older than the current calendar year minus 4 years; and
The **Vehicle** mileage can not exceed 50,000 miles at the time of sale.

OEM: Original Equipment Manufacturer of the **Vehicle**.

Original In-Service Date: The date that the **Vehicle** was first titled or originally put into service, whichever occurred first.

Overheating: A condition where the engine has exceeded the manufacturer's maximum recommended operating temperature. Some examples of **Overheating** damage include but are not limited to: the cylinder head is warped beyond the manufacturer's allowed tolerance, parts attached to the engine have melted or there is internal damage to the engine caused by **Overheating**.

Physical Damage: Damage caused to a **Covered Part** by impact or any other external force known or unknown.

Pre-Existing Condition: A **Breakdown** that existed prior to the **Agreement** period.

Pre-Owned Vehicle: A **Vehicle** that is no older than the current calendar year minus 9 years and has less than 100,000 miles.

Remanufactured Parts: Parts that have been remanufactured to like new condition by an **OEM** or **Aftermarket** manufacturer.

Schedule of Coverage: The section of this **Agreement** that lists the **Covered Parts** for the coverage level selected by **You** as shown on the **Declarations Page**.

Us, We or Our: The entity that is obligated to perform under this **Agreement**, as shown on the **Declarations Page** as the **Administrator**.

Vehicle: The **Vehicle** listed on the **Declarations Page**, which meets **Our** underwriting guidelines for mileage, condition, **Vehicle** type and use.

Vehicle Service Agreement (Agreement): This document including the signed **Declarations Page** and its terms and conditions.

Vehicle Sale Price: The price paid by the **Agreement Holder** for the **Vehicle** excluding charges for tax, title, negative equity, license and finance and insurance products.

You and Your: The **Agreement Holder** shown on the **Declarations Page** or the person to whom this **Agreement** was properly transferred.

GENERAL PROVISIONS

This **Agreement** is between **You** and **Us** and is subject to all the terms and conditions contained herein.

This is not an insurance policy; however, the **Administrator's** obligations under this **Agreement** are insured by an insurance policy issued by First Colonial Insurance Company or Northbrook Indemnity Company, members of the Allstate family of companies. If a covered **Claim** is not paid within sixty (60) days after proof of loss has been filed with the **Administrator** by **You**, **You** may file a **Claim** directly with First Colonial Insurance Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224. In California, Connecticut and Wyoming, **You** may file a **Claim** directly with Northbrook Indemnity Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224.

Agreement Period: This **Agreement** begins on the Agreement Sale Date shown on the **Declarations Page** and expires when the **Expiration Date** or **Expiration Mileage** is reached, whichever occurs first.

Agreement Territory: This **Agreement** applies to covered **Breakdowns** occurring and being repaired within the fifty (50) United States, the District of Columbia and Canada.

Commercial Use: **Commercial Use** applies if the **Vehicle** will be used for business enterprise, trade, profession or occupation including **Vehicles** which have advertising signage displayed on the exterior, are insured under a commercial auto policy, are owned by a business or have commercial license plates, are used for route work, service calls, sales calls or business errands on a regular basis, or are used to transport tools or equipment. Coverage will not be excluded if the **Commercial Use** indicator is not selected on the **Declarations Page**. **Commercial Use** coverage absolutely excludes any vehicle that is or will be used/equipped or identified as: taxicab, rental, limousine, auto transport, shuttle or livery service; emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; snow plow, waste removal, dump truck, tow truck, hazardous material transportation; military/federal/state/city/government use or fleet/pool vehicles used by multiple drivers..

Deductible: One **Deductible** will be charged per repair visit. The **Deductible** does not apply to Emergency Road Services, Lock-Out Benefit, Rental Car Reimbursement, Towing or Trip Interruption **Claims**.

Inspection: **We** reserve the right to inspect the **Vehicle** prior to authorizing any repair.

Limit of Liability: The total of all benefits paid or payable under this **Agreement** shall not exceed the **Vehicle Sale Price**. In no event will the liability for an individual repair visit exceed the **Actual Cash Value** of the **Vehicle** at the time immediately prior to the **Breakdown**, less any **Deductible**.

Manufacturer's Warranty Deductible: If a part is replaced under the manufacturer's warranty and that same part is covered under this **Agreement**, **We** will pay the deductible that the manufacturer charged up to a \$100.00 maximum.

Original In-Service Date: If the **Original In-Service Date** is not specified on the **Declarations Page**, **We** will use December 31st of the **Vehicle's** model year as the **Original In-Service Date** until the actual date is determined.

Prior Authorization: All repairs require authorization from **Us** prior to the repairs being initiated, please refer to **AGREEMENT HOLDER'S RESPONSIBILITIES IN CASE OF A BREAKDOWN**.

Repair Warranty: All repairs completed under this **Agreement** will have a minimum of a 12 month/12,000 mile warranty supplied by the **Approved Repair Facility**. If factory parts are used, the **Approved Repair Facility** must guarantee their labor to match the warranty on the factory parts if it exceeds 12 months/12,000 miles. All **LKQ** parts purchased and provided by **Us** are guaranteed by **Our** supplier for a period of 12 months or 12,000 miles regardless of **Expiration Date** and **Expiration Mileage**.

Our Rights to Recover Funds Paid on Your Behalf: If **You** have a right to recover any funds that **We** have paid under this **Agreement**, **You** hereby assign those rights to **Us**. **Your** rights become **Our** rights and **You** agree to do whatever is necessary to enable **Us** to enforce those rights. **We** shall be entitled to retain only funds that reimburse **Our** actual costs and only after **You** are fully compensated for **Your Claim**.

SCHEDULE OF COVERAGE

In the event that **You** experience a **Breakdown**, please refer to the **AGREEMENT HOLDER'S RESPONSIBILITIES IN CASE OF A BREAKDOWN** section.

All Claims must be authorized by Us prior to repairs being started.

In the event that **You** experience a **Breakdown**, **We** will pay for or reimburse **You** for the **Authorized Amount**, in accordance with the terms and conditions contained in this **Agreement**. **New, Remanufactured** or **LKQ Parts** may be used to repair **Your Vehicle**.

BASIC CARE

- If **You** selected Basic Care on the **Declarations Page**, components listed under sections 1 through 3 are covered under this **Agreement**.
- 1) **Engine:** Cylinder block, cylinder head and all internally lubricated parts; intake manifold, exhaust manifolds without internal catalytic converter; water pump, harmonic balancer and its bolt and pulley; valve covers, timing cover, timing belt and tensioner, timing chain, and gears; oil pump cover, gears, pressure relief valve, pickup and screen; oil pan, internal fasteners, engine mounts, flywheel, turbo/supercharger and waste gate; seals and gaskets for listed parts.
 - 2) **Transmission:** Transmission/transaxle case and all internally lubricated parts; extension housing, transfer case and all internally lubricated parts; torque converter, valve body, transmission pan, viscous coupler, shift linkage, bell housing, electronic shift control unit and solenoids; flex plate, ring gear, transmission mounts; seals and gaskets for listed parts.
 - 3) **Drive Axle:** Differential housing and all internally lubricated parts; differential cover, front and rear wheel drive axle shafts; constant velocity joints and boots, universal joints, four wheel drive engagement actuator, four wheel drive locking hubs, drive shafts, center support and bearings; drive shaft yokes; seals and gaskets for listed parts.

STANDARD CARE

- If **You** selected Standard Care on the **Declarations Page**, components listed under sections 1 through 9 are covered under this **Agreement**.
- 4) **Brakes (ABS and Non ABS):** Master cylinder, wheel cylinders, vacuum and hydraulic brake boosters, metal hydraulic lines and fittings, calipers, backing plates and hardware, proportioning and combination valves, brake pedal assembly, electronic brake control unit, wheel speed sensors, pressure modulator control/isolation dump valves, high pressure hydraulic pump, solenoids, accumulator; seals and gaskets for listed parts.
 - 5) **Air Conditioning:** Condenser, compressor, evaporator, expansion valve, orifice tube, clutch, coil and pulley; idler pulley and bearing; receiver dryer, o-rings, oil and refrigerant (when required with a covered repair due to leaks); manual climate control head, hi-low pressure cut off / cycling switch, A/C hoses and lines; seals and gaskets for listed parts.

- 6) **Steering:** Steering gear housing and internal parts; power steering pump, its internal parts and reservoir; rack and pinion housing and internal parts; power steering hoses, steering column shaft, couplings and bearings; pitman arm, idler arm, tie rod ends, center link; seals and gaskets for listed parts.
- 7) **Suspension:** Upper and lower control arms, shafts and bushings; stabilizer bars, bushings and links; torsion bars and their mounts and bushings, radius arms and bushings, strut bars and their links and bushings; spindle, spindle support and steering knuckle; ball joints; seals and gaskets for listed parts.
- 8) **Fuel:** Fuel pump (mechanical or electrical), fuel pump relay, fuel distribution rails, fuel level sending unit, lift pump; seals and gaskets for listed parts.
- 9) **Electrical:** Alternator, voltage regulator, starter motor and solenoid; front and rear wiper motors; wiper motor relays and delay switch/module; washer pumps and switches; back up light switch, stop lamp switch, neutral safety switch, glove box light switch, courtesy light and door jam switches, ignition switch, ignition lock cylinder and any electrical switch that is physically touched by a **Vehicle** occupant to activate an accessory.

PREFERRED CARE

If **You** selected Preferred Care on the **Declarations Page**, components listed under sections 1 though 15 are covered by this **Agreement**.

- 10) **Air conditioning:** Blower motor and fan; HVAC control cables, A/C serpentine belt tensioner and its bearing and pulley; air ducts and outlet hoses; heater core, heater control valve, automatic temperature control programmer, electronic climate control head; seals and gaskets for listed parts.
- 11) **Suspension:** Coil springs, seats and bushings; leaf springs, shackles and bushings; wheel bearings, hub bearings, struts; seals and gaskets for listed parts.
- 12) **Cooling:** Radiator, coolant recovery tank, cooling fan relay, cooling fan sensors, cooling fan motors (radiator and condenser); fan blades, shroud and clutch; thermostat and housing; coolant temperature sensor, **OEM** engine block heater; seals and gaskets for listed parts.
- 13) **Fuel:** Fuel injectors, fuel injection/metering pump, fuel distributor, fuel pressure regulator, fuel tank and its filler neck and o-rings; metal fuel lines and fittings; throttle body, throttle cable, throttle position sensor, throttle linkage, accelerator pedal, fuel injection mixture control processor/module, mixture control sensors, mass air flow sensor, oxygen sensor, Idle Air Control (IAC) motor; seals and gaskets for listed parts.
- 14) **Electrical:** Wiring harnesses, electronic instrument cluster, power antenna motor and mast assembly; map/courtesy light, horn and relay; electronic ignition module/igniter, ignition distributor and its housing, shaft and gear; ignition coils, Engine Control Module (ECM), Powertrain Control Module (PCM), Body Control Module (BCM), Electronic Throttle Control Module (ETCM), Manifold Absolute Pressure (MAP) sensor, manifold differential pressure sensor, anti-detonation/knock sensor, vehicle speed sensor, crank and camshaft position sensors; barometric pressure sensor, Transmission Control Module (TCM) and sensors.
- 15) **Convenience Accessories:** Power window motor and relays; window regulator, power door lock motor, power door lock actuators and relays, power trunk solenoid, power trunk/tailgate motor and actuator; power seat motor and relays; power mirror motors, power headlamp motors, convertible top motor, sunroof motor, rear window defogger, radio/graphic equalizer/cassette player/CD player, electronic entry systems, remote keyless entry fobs, cruise control module/servo/transducer/amplifier; cruise control switch, dash gauges (including speedometer/odometer) and computer dash module/driver information center.

PREMIER CARE

If **You** selected Premier Care on the **Declarations Page**, components listed under sections 1 through 15 are covered along with all other parts on the **Vehicle**, subject to the **EXCLUSIONS** section.

WRAP PREMIER CARE

If **You** selected Wrap Premier Care on the **Declarations Page**, components listed under sections 4 though 15 are covered along with all other parts on the **Vehicle** (except those listed in sections 1 through 3), subject to the **EXCLUSIONS** section of this **Agreement**. All components covered by the manufacturer's powertrain warranty are excluded.

ADDITIONAL BENEFITS

Emergency Road Services: If **Your Vehicle** becomes disabled, **You** may call Allstate Motor Club at **(800) 487-3166** to receive on-site emergency road services such as jump starts, fuel delivery, and flat tire changes. **You** pay only for amounts exceeding the benefit limit of fifty dollars (\$50), plus any additional expenses that are not covered, including but not limited to: recovery expenses due to accident, fire or flood; parts, products, storage or the cost for gasoline; service(s) performed in a dealership, garage or service station; service(s) performed in areas not regularly traveled (such as sand beaches, open fields, forests and areas not passable due to construction); service(s) needed due to an act of nature, etc.; charging a battery or delivery and repair of tires; service(s) other than that provided by a commercial garage or service station (payment will not be made to private parties or unlicensed facilities);removing/installing snow tires, repairs to studs, mounting and dismounting snow chains; clearing or entering snowbound driveways; shoveling vehicles out of snow banks or shoveling snow from around a vehicle; local tolls or parkway charges; service to a vehicle with an expired or missing safety inspection sticker, license plate sticker, and/or emission sticker(s) where required by law; and any other expenses not specifically mentioned as covered. **Deductible** does not apply to this benefit.

Lock-Out Benefit: If you are locked out of the **Vehicle** for which this **Agreement** was purchased, **You** may call Allstate Motor Club at **(800) 487-3166** to have a service provider dispatched to assist **You**. **You** pay only for amounts exceeding the benefit limit of fifty dollars (\$50). Expenses which are not covered include, but are not limited to: labor to produce keys, replacement keys, and mechanical failure of locks or ignition system. **Deductible** does not apply to this benefit.

Rental Car Reimbursement: If a covered **Breakdown** requires **Your Vehicle** to be left at an **Approved Repair Facility**, **You** may be eligible for Rental Car Reimbursement. Payments are limited to the actual rental cost not to exceed thirty-five dollars (\$35) per day, with a 7-day maximum, not to exceed \$245 per occurrence, excluding expenses for gasoline, insurance, mileage or maintenance charges. The rental car must be rented from a licensed rental agency. **You** must be either the primary signee or listed as an additional driver on the rental agreement. Rental Car Reimbursement shall not continue beyond the day on which the repairs are completed. Car rental is not provided for delays because of shop scheduling or for work not covered under this **Agreement**. **You** are subject to the terms and conditions of the rental car company. **Deductible** does not apply to this benefit.

Towing: If **Your Vehicle** requires towing in the event of a mechanical **Breakdown** (covered under this **Agreement** or not), **You** may call Allstate Motor Club at **(800) 487-3166** and **Your Vehicle** will be towed to the **Issuing Dealer** or an **Approved Repair Facility**. This service will be dispatched to **You**. **You** only pay for amounts that exceed the benefit limit of one hundred dollars (\$100) per **Breakdown**, if any. **Deductible** does not apply to this benefit.

Trip Interruption: In the event that a covered **Breakdown** occurs more than one hundred (100) miles from **Your** permanent residence and prior to **Your** destination that results in an **Approved Repair Facility** keeping the **Vehicle** overnight, **We** will reimburse **You** for unplanned receipted lodging and restaurant expenses, up to a maximum of one hundred dollars (\$100) per day for up to three (3) days from the date that the repair order was written. Total benefits shall not exceed three hundred dollars (\$300) per occurrence. **Deductible** does not apply to this benefit.

EXCLUSIONS

- 1) **This Agreement excludes the following parts and services:**
 - a) **Any part not specifically listed in the SCHEDULE OF COVERAGE** You selected, unless You selected Premier Care or Wrap Premier Care for Your level of coverage.
 - b) **Accessory drive belts, external nuts, bolts and fasteners, loss of fuel, clamps, hoses not specifically listed in Your SCHEDULE OF COVERAGE, distributor cap and rotor, spark plugs and wires, fuel injectors where an electrical failure has not occurred, glow plugs, tires, wheels and wheel covers, freeze plugs, shock absorbers, radiator cap, windshield wiper blades/arms, standard transmission clutch system, steering wheel, batteries, hybrid power packs, battery cables, fuses, fusible links and circuit breakers, brake drums, rotors, pads and shoes, brake cables, trim, upholstery, insulation, carpet and paint, air or water leaks or wind noise, squeaks and rattles, sub-frame, frame, frame bushings, convertible top and frame, glass, lenses, sealed beams and light bulbs, Xenon headlight assemblies, exterior Light Emitting Diodes (LED) assemblies, jack and tool kit, wheel lugs and lug nuts, exhaust system and catalytic converters, filters and filter housings, Positive Crankcase Ventilation (PCV) system, Exhaust Gas Recirculation (EGR) system, Early Fuel Evaporation (EFE) system, Air Injection Reaction (AIR) system, any parts or components for natural gas/propane fuel systems, safety restraint systems or any part thereof, cellular phone, manufacturer's satellite or cellular vehicle**

diagnostic/communication systems or any part thereof, van appliances, radar detector, solar powered devices, shop supplies, environmental waste charges or disposal fees, freight, vehicle body parts including but not limited to: bumpers, body panels, fasteners and mounts, moldings and outside ornamentation, bright metal parts, door handles, door stops, hinges and weather stripping.

- c) Any non-manufacturer installed parts including but not limited to: turbochargers, superchargers, convertible tops, audio, navigation, and security systems.
 - d) Replacement of oil, lubricants, coolants, additives and/or other fluids, except in conjunction with the repair of a Covered Part.
 - e) Replacement of A/C refrigerant and/or oil unless in conjunction with a leak resulting from the failure of a Covered Part.
 - f) The use of parts that improve Your Vehicle beyond its condition immediately prior to the Breakdown.
 - g) Any service considered to be regular maintenance or an Adjustment.
 - h) Suspension alignment (unless required in conjunction with the repair of a Breakdown).
 - i) Any part or repair that a repair facility or manufacturer recommends or requires to be repaired, replaced, adjusted or updated (including updating software or programming), in conjunction with a covered repair when a Breakdown of that part has not occurred. This includes modifications, replacement or alteration of original systems necessitated by the replacement of an obsolete, superseded, redesigned, or unavailable part.
- 2) This Agreement excludes the following conditions:
- a) Any Breakdown resulting from collision, Physical Damage, bent parts, Overheating, fire, terrorism, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, volcanic eruption, freezing, restricted oil passages, rust or corrosion, acts of nature, salt, environmental damage, contamination, oxidation, sludge, varnish, lack of proper quality or quantity of fluids or lubricants.
 - b) Pre-Existing Conditions, Consequential Damage or any Breakdown reported after the expiration of the Agreement.
 - c) Any repair(s) started without receiving prior authorization from Us, except for emergency repairs. (Please refer to item #9 in the AGREEMENT HOLDER'S RESPONSIBILITIES IN CASE OF A BREAKDOWN section.)
 - d) Any Breakdown caused by Your failure to follow the instructions found in the AGREEMENT HOLDER'S RESPONSIBILITIES FOR SERVICE AND MAINTENANCE section or any Breakdown where maintenance records pertaining to a Breakdown have been requested by Us but cannot be produced or verified.
 - e) Any Breakdown caused by non-manufacturer alterations made to Your Vehicle before or after the Agreement Sale Date. Alterations include, but are not limited to: emissions equipment removal or modification, custom or add-on parts, trailer hitches, engine, transmission or driveline modifications, frame or suspension modifications, lift kits, oversized/undersized tires or offset rims.
 - f) Any loss if the odometer has failed, been broken, disconnected or altered, or if for any reason the Vehicle's actual accumulated mileage cannot be determined.
 - g) Any charges, costs, inconvenience, loss of time, loss of income, commercial loss or any other consequential losses or expenses not specifically covered by this Agreement.
 - h) Liability for consequential or incidental damage to property or injury or death of any person.
 - i) Any loss caused by faulty or negligent auto repair work, improper servicing, or installation of defective parts.
 - j) Any Breakdown if a manufacturer has announced its responsibility through any means, including but not limited to public recalls and special policies.
 - k) Any Breakdown covered by any limited warranty, manufacturer's warranty, repairer's guarantee, road club, or any other guarantee, warranty, or insurance policy, whether collectible or not.
 - l) Any Breakdown where the Claim is not initiated by You or Your authorized representative. Your authorized representative may not be an automobile dealer, auto broker, auto auction or financial institution.
- 3) This Agreement excludes the following uses:
- a) Any Breakdown resulting from neglect, abuse or misuse of your vehicle, or failure to protect Your Vehicle from further damage when any breakdown has occurred, or if You have used Your Vehicle in any manner not recommended by the manufacturer.
 - b) Any Breakdown caused by loading the Vehicle in any way beyond the limitations established by the manufacturer.
 - c) Commercial Use except for eligible Vehicles when the Commercial Use Surcharge has been paid or any ineligible vehicle as described in the INELIGIBLE VEHICLES section.
 - d) Any vehicle that is an ineligible vehicle as described in the INELIGIBLE VEHICLES section.

INELIGIBLE VEHICLES

The following vehicles are ineligible under this Agreement:

- 1) Any imported vehicle that was not originally manufactured to meet U.S. Federal Motor Vehicle Standards.
- 2) Any vehicle that was reconstructed from salvage, declared a total loss, a manufacturer buyback, declared a lemon, or if the original manufacturer's warranty was voided for any reason.
- 3) Any vehicle used for any competitive driving or racing.
- 4) Any vehicle that is or will be used/equipped or identified as: taxicab, rental, limousine, auto transport, shuttle or livery service; emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; snow plow, waste removal, dump truck, tow truck, hazardous material transportation; federal, state, or city government, or military use.
- 5) Any vehicle that has the following characteristics: dump bed, step-van, high-cube van, incomplete vehicles, right hand steering vehicles, or vehicles that exceed a gross tow rating of 15,000 pounds.
- 6) Any vehicle that is not a **New Vehicle** or **Pre-Owned Vehicle** as defined in this Agreement.

CANCELLATION OF AGREEMENT

You may cancel this Agreement by submitting a written request to the **Issuing Dealer** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first sixty (60) days from the Agreement Sale Date, **We** or the **Issuing Dealer** will refund **You** 100% of the Agreement Sale Price. After the first sixty (60) days from the Agreement Sale Date, **We** or the **Issuing Dealer** will refund **You** a pro-rated amount of the Agreement Sale Price, based on the lesser of the months or miles remaining, less a fifty dollar (\$50) cancellation fee.

We may cancel this Agreement during the first sixty (60) days of the Agreement Sale Date for any reason. After sixty (60) days, **We** may cancel this Agreement for material misrepresentation or fraud at time of sale, non payment of Agreement Sale Price, or if the **Vehicle** is determined to be ineligible for coverage under the INELIGIBLE VEHICLES section. If **We** cancel this Agreement, **We** or the **Issuing Dealer** will refund **You** 100% of the Agreement Sale Price, less any **Claims** paid on **Your Agreement**.

If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender on the **Declarations Page** to cancel this Agreement.

TRANSFER OF AGREEMENT

You may transfer this Agreement to a private party, provided that:

- 1) The Agreement has not been previously transferred;
- 2) The remaining portion of the original manufacturer's warranties have been transferred to the new owner;
- 3) **Your Vehicle** has not been sold or traded to or through any automobile dealer, auto broker, auto auction or financial institution;
- 4) **You** provide the new owner all records confirming that maintenance has been completed pursuant to the Agreement terms; and
- 5) **You** submit a completed transfer request form to **Us** within thirty (30) days of an ownership change. **You** must include:
 - a) An odometer statement for **Your Vehicle**, and
 - b) A fifty dollar (\$50) transfer fee.

To transfer this Agreement please contact **Your Issuing Dealer** or **Us**, who will provide **You** with the appropriate transfer form.

ARBITRATION

It is understood and agreed that the transaction evidenced by this **Agreement** takes place in and substantially affects interstate commerce. All disputes between the parties are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making or administration of this **Agreement**, disputes regarding recovery of any **Claim** or refund under this **Agreement**, and disputes arising out of or relating in any way to the sale or marketing of this **Agreement**. In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation. The parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator.

- 1) The arbitration shall take place in **Your** County of residence unless another location is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.
- 2) The cost of the arbitration proceeding, including the filing fee, shall be borne by **Us**. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
- 3) It is understood and agreed that the arbitration shall be binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. **YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES BETWEEN YOU AND US, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS AGREEMENT, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN YOU AND US.** The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. **You** agree not to participate as a representative or member of any class of claimants proceeding against **Us** in a judicial forum or in an arbitral forum. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et. Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
- 4) All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this **Agreement** or any prior **Agreement**, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

AGREEMENT HOLDER'S RESPONSIBILITIES IN CASE OF A BREAKDOWN

All Claims must be authorized by **Us** prior to repairs being started.
Any repairs completed prior to such authorization may not be covered.

FOR CLAIM SERVICE CALL: (877) 536-4545

FOR TOWING, LOCKOUT, OR EMERGENCY ROAD SERVICES CALL ALLSTATE MOTOR CLUB: (800) 487-3166

You are responsible for all expenses and repair costs if it is determined that the **Breakdown** is not covered under this **Agreement**. If **Your Vehicle** incurs a **Breakdown**, it is **Your** responsibility to ensure that **You** and the **Approved Repair Facility** follow the procedures listed below.

- 1) **Prevent Further Damage:** **You** must take all reasonable means to protect **Your Vehicle** from further damage. Example: Warning lights illuminated in the dashboard indicate that **You** should pull over and stop operating **Your Vehicle** immediately. If **Your Vehicle** is disabled or if it is unsafe to drive, please call for towing assistance at the number above. This **Agreement** will not cover additional damage caused by **Your** failure to prevent further damage.
- 2) **Return Your Vehicle to the Issuing Dealer:** If it is not possible to return **Your Vehicle** to the **Issuing Dealer**, contact **Us** for an **Approved Repair Facility**. If **Your Vehicle** has a **Breakdown** and requires towing, please call for towing assistance at the number above. Have **Your Approved Repair Facility** contact **Us** prior to authorizing any diagnosis.
- 3) **Copy Your Agreement:** Provide the **Approved Repair Facility** with a copy of **Your Agreement's Declarations Page** and a copy of the section of this **Agreement** titled **APPROVED REPAIR FACILITY'S GUIDE TO FILING A CLAIM**.
- 4) **Authorize Diagnosis:** **You** must authorize the **Approved Repair Facility** to complete all that is necessary to accurately diagnose the cause of **Your Vehicle's Breakdown** and provide a complete estimate for the repair. **You** will be responsible for these charges if the **Breakdown** is not covered under this **Agreement**.
- 5) **Obtain Authorization for Payment from Us:** Before any repair is made, instruct **Your Approved Repair Facility** to contact **Us** to obtain prior authorization for the **Claim**. **We** may require additional inspection of the **Vehicle** to verify the reported cause of **Breakdown**. It is **Your** responsibility to ensure all repairs have been authorized by **Us**. The amount authorized by **Us** is the maximum amount that will be paid for repairs covered under this **Agreement**. Any additional amounts must receive prior authorization.
- 6) **Authorize the Repair:** **You** must not authorize repairs until **We** verify that the **Breakdown** is covered under this **Agreement** and issue an authorization number to the **Approved Repair Facility**. Even though **We** authorize payment for the repair **You** must authorize the repair to be completed.
- 7) **Pay Applicable Deductible:** **We** will reimburse the **Approved Repair Facility** or **You** for the **Authorized Amount**. **You** must pay the **Approved Repair Facility Your Deductible** and any charges not included in the **Authorized Amount**.
- 8) **Request Reimbursement:** To obtain payment for a covered **Breakdown**, **You** or the **Approved Repair Facility** must submit a legible copy of the repair invoice to **Us**. Repair invoices must include the following: authorization number, **Authorized Amount**, **Your** name, address, phone number and signature; repair facility name, address, and phone number; Vehicle Identification Number (VIN), **Vehicle** mileage and repair date; the **Agreement Holder's** description of the **Breakdown** and the repair facility's description of the diagnosis and repair; part numbers, part descriptions and prices; labor hours, labor descriptions, labor rate; and the total amount requested for payment. All documents pertaining to a **Claim** must be submitted to **Us** within ninety (90) days from the date repairs are completed. Failure to provide receipts within this time period may result in the denial of reimbursement. When submitting **Your Claim** for payment, send only photocopies of **Your** receipts. Keep the originals for **Your** records.
- 9) **Emergency Repairs:** A **Breakdown** of serious and urgent nature which renders the **Vehicle** inoperable or unsafe to operate for transportation purposes may occur when **Our** offices are closed. **You** may at **Your** discretion authorize the necessary emergency repairs. If any portion of the repair is being performed during **Our** normal business hours, **You** must have the repair facility stop working on **Your Vehicle** and contact **Us** as soon as **We** are open for business. **You** are responsible for all expenses and repair costs if it is determined that the failure or the **Breakdown** does not qualify as an emergency repair as defined by this **Agreement**.

Claims should be submitted to:
KORNERSTONE ADMINISTRATIVE SERVICES, LLC
405 South Main, Suite 1200, Salt Lake City, UT 84111
(877) 536-4545

APPROVED REPAIR FACILITY'S GUIDE TO FILING A CLAIM

All Claims must be authorized by **Us** prior to repairs being started.
Any repairs completed prior to such authorization may not be covered.

FOR CLAIM SERVICES CALL: (877) 536-4545

FOR TOWING, LOCKOUT, OR EMERGENCY ROAD SERVICES CALL ALLSTATE MOTOR CLUB: (800) 487-3166

To assist the **Agreement Holder** in filing their **Claim**, please use the following as a guide:

- 1) **Obtain Agreement Information:** Make a photocopy of the **Agreement Holder's Declarations Page**.

- 2) **Obtain Diagnosis Authorization:** The **Vehicle** may need to be inspected and/or disassembled by the repair facility in order to diagnose the **Breakdown** and estimate the repair's cost. Obtain the **Agreement Holder's** authorization prior to performing diagnosis. **Agreement Holder** will be responsible for all charges if the **Breakdown** is not covered under this **Agreement**. The **Agreement** will cover reasonable diagnosis for covered repairs as provided by Motors, All Data or Mitchell on Demand, which are nationally recognized online labor time guides. Save all parts, fluids and filters. Do not clean any parts without **Our** authorization.
- 3) **Obtain Authorization for Payment from Us:** After the diagnosis has been completed, but prior to any repairs being started, contact **Us** to obtain authorization and provide **Us** with a complete estimate including all part numbers, part prices and labor involved. Upon approval, **We** will provide an authorization number and an **Authorized Amount**. Any charges that exceed the initial **Authorized Amount** must receive additional approval from **Us** to be paid.
- 4) **Call the Agreement Holder:** Once the **Claim** is authorized by **Us**, the **Agreement Holder** must provide the repair facility with approval to complete authorized repairs.
- 5) **Complete the Authorized Repair.**
- 6) **Request Reimbursement:** To obtain payment for a covered **Breakdown**, the **Approved Repair Facility** must submit a legible copy of the repair invoice to **Us**. Repair invoices must include the following: authorization number, **Authorized Amount**; **Agreement Holder's** name, address, phone number and signature; **Approved Repair Facility's** name, address, and phone number; Vehicle Identification Number (VIN), **Vehicle** mileage and repair date; the **Agreement Holder's** description of the **Breakdown** and the repair facility's description of the cause and correction; part numbers, part descriptions and prices; labor hours, labor descriptions, and labor rate and total amount requested for payment. All repair invoices must be received by **Us** within ninety (90) days of the completion of the authorized repairs.

Claims should be submitted to:
KORNERSTONE ADMINISTRATIVE SERVICES, LLC
405 South Main, Suite 1200, Salt Lake City, UT 84111
(877) 536-4545

AGREEMENT HOLDER'S RESPONSIBILITIES FOR SERVICE AND MAINTENANCE

You must maintain the **Vehicle** in accordance with the manufacturer's published maintenance requirements and maintain proper fluid levels. If **You** do not have the **Vehicle** manufacturer's published maintenance requirements, **You** may obtain them from the local dealership representing **Your Vehicle's** manufacturer.

Before any repair is authorized, **We** may require **You** to provide records showing that **You** have properly maintained **Your Vehicle**. **You** must retain all receipts as proof of maintenance. Acceptable receipts will include the **Agreement Holder's** name and signature, date, mileage, services performed, year, make, model, of the **Vehicle** and Vehicle Identification Number (VIN). Reimbursement of maintenance services is not covered under this **Agreement**.

If **You** perform the required maintenance on the **Vehicle** yourself, **You** must maintain a log noting the date, mileage and type of maintenance service performed. Each log entry must have a corresponding receipt, dated within the two weeks prior to the date on the log, for the materials needed for the service performed (e.g., filters, oils and lubricants). Receipts that do not reflect a date within two weeks of the service date are not acceptable.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

THIS **AGREEMENT** IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES FOR THE **ISSUING DEALER'S** STATE:

California: Performance to **You** under this **Agreement** is guaranteed by a California approved insurance company. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800) 927-4357.

The DEFINITIONS section is amended to replace the definition of Actual Cash Value with: **Actual Cash Value (ACV):** For this **Agreement**, the average retail value of the **Vehicle** (considering mileage and condition) as stated in the current online National Automobile Dealer Association (N.A.D.A.) pricing guide immediately prior to the time of the **Breakdown**.

The GENERAL PROMSIONS section is amended to replace the **Our Rights to Recover Funds Paid on Your Behalf** section with **Our Rights to Recover Funds Paid on Your Behalf:** If **You** have a right to recover any funds that **We** have paid under this **Agreement**, **You** hereby assign those rights to **Us**. **Your** rights become **Our** rights and **You** agree to assist **Us** in enforcing those rights. **We** shall be entitled to retain only funds that reimburse **Our** actual costs and only after **You** are fully compensated for **Your** Claim.

The CANCELLATION OF AGREEMENT section is amended to delete the provision allowing **Us** to cancel this **Agreement** after sixty (60) days if the **Vehicle** is determined to be ineligible for coverage under the INELIGIBLE VEHICLES section. The fifty dollar (\$50) cancellation fee is replaced with either 10% of the price of this **Agreement** or twenty-five dollars (\$25), whichever is less. No cancellation fee will apply in the event **We** cancel this **Agreement**.

The ARBITRATION section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this Agreement takes place in and substantially affects interstate commerce" is removed in its entirety.

The Towing benefit under the ADDITIONAL BENEFITS section is amended as follows: **Towing:** If **Your Vehicle** requires towing in the event of a mechanical **Breakdown** (covered under this **Agreement** or not), **You** may call Allstate Motor Club at (800) 487-3166 and **Your Vehicle** will be towed to the **Issuing Dealer** or an **Approved Repair Facility**. This service will be dispatched to **You**. **You** will only be charged for amounts that exceed the benefit limit of one hundred dollars (\$100) per **Breakdown**, if any. **Deductible** does not apply to this benefit.

Additional Towing Benefit: You may also call Allstate Motor Club in the event that **You** have taken **Your Vehicle** to a repair facility that will not supply the minimum **Repair Warranty** and **Your Vehicle** will be towed to the nearest **Approved Repair Facility** at no charge to **You**.

Indiana: **Your** proof of payment to the **Issuing Dealer** for this **Agreement** shall be considered proof of payment to First Colonial Insurance Company, which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Agreement**.

Iowa: Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, Iowa 50319. CANCELLATION OF AGREEMENT section is amended to add the following: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within sixty (60) days of the original Agreement Sale Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation.

Nevada: The provisions of this **Agreement** apply only to the original purchaser of the **Agreement**.

CANCELLATION OF AGREEMENT section is amended to add the following: The fifty dollar (\$50) cancellation fee is changed to twenty-five dollars (\$25). The "less any **Claims** paid" language does not apply in the State of Nevada. **We** shall refund to the service contract holder the purchase price of the service agreement within 45 days after the service agreement has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. If **We** cancel this service agreement, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to the contract holder. If a lender will receive any portion of the cancellation refund or if the lender cancels this service agreement due to your vehicle being repossessed, stolen or declared a total loss, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to the contract holder. CANCELLATION OF AGREEMENT section is also amended as follows: After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud by **You** at time of sale or non payment of Agreement Sale Price by **You**.

INELIGIBLE VEHICLES 2) is amended to add the following: This **Agreement** may not be initially issued to any vehicle described in the INELIGIBLE VEHICLES section of this **Agreement**. However, the INELIGIBLE VEHICLES section does not apply if the manufacturer's warranty on **Your** vehicle is cancelled at some time during the term of this **Agreement** once the **Agreement** has already been issued to **You**.

This service agreement is non-renewable.

Texas: If **You** have any questions regarding the regulation of this **Agreement** or a complaint against the **Administrator**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION OF AGREEMENT section is amended to add the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Agreement** to **Us**. If a covered **Claim** is not paid within forty-five (45) days after proof of loss has been filed with the **Administrator** by **You**, **You** may file a **Claim** directly with First Colonial Insurance Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224. If **We** cancel this **Agreement** for any

reason other than non-payment of the Agreement Sale Price or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

Utah: Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association.

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

AGREEMENT HOLDER'S RESPONSIBILITIES IN CASE OF A BREAKDOWN, RENTAL, AND TOWING sections are amended to add the following: If **You** fail to give any notice or file any proof of loss required by this **Agreement** within the time specified in this **Agreement**, it does not invalidate a **Claim** made by **You** if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

ARBITRATION section 3, is deleted in its entirety and replaced with the following: Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**.

The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et. Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

CANCELLATION OF AGREEMENT section is amended to add the following: If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the Agreement Sale Price;
2. Forty five (45) days before the effective date of cancellation if cancelled for any other reason.

Payment Terms: This **Agreement** can be purchased by using Cash/Credit Card or Financed as part of **Your** vehicle loan.

AGREEMENT HOLDER'S RESPONSIBILITIES IN CASE OF A BREAKDOWN section has been revised to add the following: If an emergency occurs which requires a covered **Breakdown** repair to be made at a time when the **Administrator's** office is closed and prior authorization for the repair cannot be obtained, **You** should follow all of the **Claim** procedures outlined in this section with the exception of 5. Obtain Authorization for Payment from **US**. After following these instructions, contact the **Administrator** for **Claims** instructions on the next business day at (877) 536-4545, or as soon as reasonably possible.

FOR CLAIM SERVICES CALL: (877) 536-4545

FOR TOWING, LOCKOUT, OR EMERGENCY ROAD SERVICES CALL ALLSTATE MOTOR CLUB: (800) 487-3166