

February 21, 2024

Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48126.

National Highway Traffic Safety Administration 1200 Jersey Ave SE Washington DC 20590

Town & Country Ford ATTN Charlie Jones 5041 Ford Pkwy Bessemer AL 35022

First Automotive 2400 Louisiana Blvd NE Bldg 4 STE 100 Albuquerque NM 87110

Serra Gardendale Kia 630 Fieldstown Rd Gardendale AL 35071

Subject: Request for Financial Assistance due to Engine Failure Resulting from Recall - 2018 Ford Ecosport VIN MAJ3P1TE0JC1 [REDACTED]

Dear Ford Motor Company,

I hope this letter reaches you well. My name is [REDACTED] and I am writing to address a concerning situation regarding my 2018 Ford Ecosport, VIN MAJ3P1TE0JC1 [REDACTED] which is subject to a recent recall.

I received a notice about the recall affecting my vehicle on February 17 2024, and unfortunately, I had already experienced engine failure as a result of the failed component.

As a loyal Ford customer, I have owned many Ford throughout my life. I currently have a Ford, and was continuing the tradition of buying Ford by purchasing a Ford with my daughter. The Ford was pre owned and had an excellent service history that was completed with Town and Country Ford in Madison TN and Walmart. This service history prompted me to purchase the vehicle pre owned as the third owner knowing that a Ford that has been serviced should last a long time.

My daughter and I took delivery of the Ford on October 3, 2023 after it had been inspected and reconditioned by Serra Kia of Gardendale. As a side note, I had tried several Ford dealerships in the area but although they were good dealers they did not have the vehicle my daughter wanted. I purchased the most comprehensive extended service contract that I could from the dealership to help protect us against what I thought could be small issues.

On February 6 2024 while my daughter was driving the vehicle, it completely shut down including any brake power while she was driving at highway speeds. I am very thankful that she was able to coast to the side of the highway even though she did not have brakes.



I had the Ford Ecosport towed to a mechanic through my "AAA". The mechanic informed me that the issue was related to the engine, but that they did not work with extended warranties so I should have it towed to a Ford dealership.

I had the Ecosport towed to Town & Country Ford in Bessemer AL. Before I towed it I called the manager Charlie Jones to confirm they worked with the warranty company that I had purchased a warranty with. Originally the employee, Mike Box, a service writer, checked my vehicle in. He called me within two days to say that my extended warranty company was going to send an inspector out to view the issues. Mike then called me back about 3 days later, February 20, 2024 to inform me that unfortunately the warranty company had denied any claim I could have due to the failure being caused by a recall.

I was not informed of any recall when I purchased the vehicle so immediately I went to the selling dealership to complain and hold them accountable for selling the vehicle to me with an open recall. After speaking with the general manager I was informed that the recall was issued in February of 2024 so the dealership would not be liable for selling the vehicle with an open recall.

Mr. Fisher and I worked together to try and call my warranty company but due to the wording of the recall stating specifically that the recalled part (engine oil pump drive belt), could cause engine failure.

Mr. Box at Town & Country Ford confirmed that it was in fact the specific parts related to the recall that caused engine failure.

Mr. Fisher and I called Ford to see if there would be any assistance they could provide financially. Initially we were told "no" that Ford would not be providing any assistance through the customer service hotline, but we asked to speak to a supervisor. We waited on hold for 1 hour, with the representative stating that a supervisor could not be reached and they would return my call. I was called the next day and the supervisor simply stated "Ford will not be providing assistance. Understandably, I am disheartened by this news, as the recall issue has led to significant damage to my vehicle.

Given the circumstances and the fact that the engine failure is directly linked to the recall, I kindly request that Ford Motor Company reconsider providing financial assistance to cover the necessary repairs or replacement of the engine in my 2018 Ford Ecosport.

I understand the challenges faced by automotive manufacturers in managing recalls and addressing associated issues. However, as a loyal Ford customer, I believe in the commitment to customer satisfaction and safety that Ford Motor Company upholds.

I would be grateful if you could review my case and consider offering financial assistance to rectify the engine failure resulting from the recall. Your understanding and support in this matter would not only alleviate the financial burden on my end but also reinforce my confidence in the brand's dedication to customer care.

I realize that I this may have been a lengthy letter. To summarize:

- My Ford Ecosport experienced engine failure on February 6, 2024
- It was determined by Town & Country Ford that the engine failure was directly related to a recall that Ford issued on January 4, 2024
- My extended warranty company (First Automotive) will not cover the engine issue because it was caused by the recall failed part
- I opened a case with Ford to ask for financial assistance paying for the engine with their consumer affairs department..the case number is [REDACTED]
- I am not asking for any other financial assistance other than the engine to be replaced or repaired by Ford due to Ford's admittedly faulty part causing the engine failure

I can be reached at [REDACTED] to discuss this matter further if needed. Thank you for your attention to this issue, and I look forward to a favorable resolution. Because I am not sure who to send this letter to I am sending it to Ford Motor Company, The NHSTA, First Automotive Service Contract Company the Ford dealership that has the vehicle, and the selling dealer Serra Kia of Gardendale

Enclosed are: my letter, the carfax showing the service history, the recall letter I received after the engine failure, and a copy of my extended service agreement.

Sincerely,

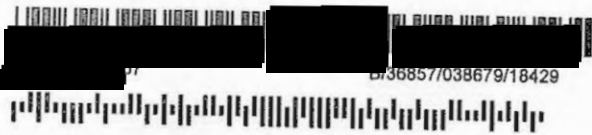
[REDACTED]

[REDACTED]

Fultondale AL [REDACTED]



Ford Motor Company
Ford Customer Service Division
PO Box 1904
Dearborn, Michigan 48121



February 2024

REAR
2700 WALKER ST
FULTONDALE, AL 36857-18429

*** IMPORTANT SAFETY RECALL ***

Safety Recall Notice 23S64 / NHTSA Recall 23V905

2018 Ecosport

Your Vehicle Identification Number (VIN): MAJ3P1TE0JC [REDACTED] B

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act.

Ford Motor Company has decided that a defect that relates to motor vehicle safety exists in your vehicle, with the VIN shown above.

We apologize for this situation and want to assure you that, with your assistance, we will correct this condition. Our commitment, together with your dealer, is to provide you with the highest level of service and support.

What is the issue?

On your vehicle, it may be possible for the engine oil pump drive belt tensioner arm to fracture, separate from the tensioner backing plate, and/or the oil pump drive belt material may degrade and lose teeth, resulting in a loss of engine oil pressure.

What is the risk?

A loss of engine oil pressure can result in engine damage and/or seizure, which can result in a loss of motive power and a loss of the mechanical vacuum pump required to provide power braking assist, increasing the risk of a crash.

What will Ford and your dealer do?

Ford Motor Company is working closely with its suppliers to produce parts for this repair. When parts become available, Ford Motor Company will notify you via mail to schedule a service appointment with your dealer for repairs to be completed free of charge (parts and labor). Parts are anticipated to be available 2nd Quarter 2024.

What should you do?

When parts are available, Ford Motor Company will send a letter to inform you that parts are available and to contact your dealer to schedule a repair. Ford has not issued instructions to stop driving your vehicle under this safety recall. When parts are available, you should contact your dealer for an appointment to have your vehicle remedied as soon as practicable.

If you do not already have a servicing dealer, you can access ford.com/support for dealer addresses, maps, and driving instructions.

If you are still having difficulty getting your vehicle repaired in a reasonable time or without charge, you may write the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Ave. S.E., Washington, D.C.

Your Vehicle Identification Number (VIN): MAJ3P11E [REDACTED]

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act.

Ford Motor Company has decided that a defect that relates to motor vehicle safety exists in your vehicle, with the VIN shown above.

We apologize for this situation and want to assure you that, with your assistance, we will correct this condition. Our commitment, together with your dealer, is to provide you with the highest level of service and support.

- What is the issue?** On your vehicle, it may be possible for the engine oil pump drive belt tensioner arm to fracture, separate from the tensioner backing plate, and/or the oil pump drive belt material may degrade and lose teeth, resulting in a loss of engine oil pressure.
- What is the risk?** A loss of engine oil pressure can result in engine damage and/or seizure, which can result in a loss of motive power and a loss of the mechanical vacuum pump required to provide power braking assist, increasing the risk of a crash.
- What will Ford and your dealer do?** Ford Motor Company is working closely with its suppliers to produce parts for this repair. When parts become available, Ford Motor Company will notify you via mail to schedule a service appointment with your dealer for repairs to be completed free of charge (parts and labor). Parts are anticipated to be available 2nd Quarter 2024.
- What should you do?** When parts are available, Ford Motor Company will send a letter to inform you that parts are available and to contact your dealer to schedule a repair. Ford has not issued instructions to stop driving your vehicle under this safety recall. When parts are available, you should contact your dealer for an appointment to have your vehicle remedied as soon as practicable. If you do not already have a servicing dealer, you can access ford.com/support for dealer addresses, maps, and driving instructions. If you are still having difficulty getting your vehicle repaired in a reasonable time or without charge, you may write the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Ave. S.E., Washington, D.C. 20590 or call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153) or go to [NHTSA.gov](https://nhtsa.gov). Reference NHTSA Safety Recall 23V905.
- Please note: Federal law requires that any vehicle lessor receiving this recall notice must forward a copy of this notice to the lessee within ten days.**
- NOTE: You can receive information about Recalls and Customer Satisfaction Programs through our FordPass App. The app can be downloaded through the App Store or Google Play. In addition, there are other features such as reserving parking in certain locations and controlling certain functions on your vehicle (lock or unlock doors, remote start) if it is equipped to allow control.

Thank you for your attention to this important matter.

Ford Customer Service Division

2018

FORD EcoSport

VIN: MAJ3P1TE0JC

Recall data refreshed on Feb 14, 2024

1 Unrepaired Recalls

associated with this VIN

Jan 04, 2024

Manufacturer Recall Number 23S64

NHTSA Recall Number 23V905

Recall Status Recall Incomplete, remedy not yet available

Summary

ON YOUR VEHICLE, IT MAY BE POSSIBLE FOR THE ENGINE OIL PUMP DRIVE BELT TENSIONER ARM TO FRACTURE, AND SEPARATE FROM THE TENSIONER BACKING PLATE, AND/OR THE OIL PUMP DRIVE BELT MATERIAL MAY DEGRADE AND LOSE TEETH, RESULTING IN A LOSS OF ENGINE OIL PRESSURE.

Safety Risk

A LOSS OF ENGINE OIL PRESSURE CAN RESULT IN ENGINE DAMAGE AND/OR SEIZURE, WHICH CAN RESULT IN A LOSS OF MOTIVE POWER AND A LOSS OF THE MECHANICAL VACUUM PUMP REQUIRED TO PROVIDE POWER BRAKING ASSIST, INCREASING THE RISK OF A CRASH.

Remedy

FORD MOTOR COMPANY IS WORKING CLOSELY WITH ITS SUPPLIERS TO PRODUCE PARTS FOR THIS REPAIR. WHEN PARTS BECOME AVAILABLE, FORD MOTOR COMPANY WILL NOTIFY YOU VIA MAIL TO SCHEDULE A SERVICE APPOINTMENT WITH YOUR DEALER FOR REPAIRS TO BE COMPLETED FREE OF CHARGE PARTS AND LABOR. PARTS ARE ANTICIPATED TO BE AVAILABLE 2ND QUARTER OF 2024.

Manufacturer's Notes

"TO CHECK FOR NON-SAFETY-RELATED PROGRAMS APPLICABLE TO YOUR VEHICLE, SEE [HTTPS://WWW.FORD.COM/](https://www.ford.com/) OR CALL YOUR FORD DEALER.

If the manufacturer has failed or is unable to remedy this safety recall for your vehicle in a timely manner,

please contact the NHTSA Vehicle Safety Hotline at: 1-888-327-4236 or TTY: 1-800-424-9153 or file an online complaint with NHTSA.

Where's my VIN?

Look on the lower left of your car's windshield for your 17-character Vehicle Identification Number. Your VIN is also located on your car's registration card, and it may be shown on your insurance card.

What this VIN search tool will show

- An unrepaired vehicle affected by a vehicle safety recall in the past 15 calendar years
- Vehicle safety recalls from major light auto automakers, motorcycle manufacturers and some medium/heavy truck manufacturers

What this VIN search tool will not show

- A vehicle with a repaired safety recall. If your vehicle has no unrepaired recalls, you will see the message: "0 Unrepaired recalls associated with this VIN"
- Manufacturer customer service or other nonsafety recall campaign
- International vehicles
- There may be a delay with very recently announced safety recalls for which not all VINs have been identified. VINs are added continuously so please check regularly.



This report provided free of charge by:

Serra Kia630 Fieldstown Rd
Gardendale, AL 35071

205-498-5902

2023 TOP-RATED DEALER★ **4.3 / 5.0**

126 Verified Reviews

♥ **2,010**

Customer Favorites

**Vehicle History Report™**

US \$44.99

**2018 FORD ECOSPORT
SE**

VIN: MAJ3P1TE0J0

4 DOOR WAGON/SPORT
UTILITY

1.0L I3 F DOHC 12V

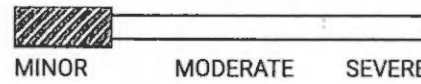
GASOLINE

FRONT WHEEL DRIVE

Original Window Sticker

This CARFAX Report Provided
by:**Serra Kia****4.3 / 5.0**

126 Verified Reviews

♥ **2,010** Customer Favorites**Accident reported: minor damage****Regular oil changes****At least 1 open recall****2 Previous owners****71,706** Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 2/14/24 at 3:58:14 PM (CST). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

**Ownership History**

The number of owners is estimated

	Owner 1	Owner 2
Year purchased	2018	2023
Type of owner	Personal	Personal
Estimated length of ownership	4 yrs. 10 mo.	4 months
Owned in the following states/provinces	Tennessee	Alabama
Estimated miles driven per year	14,493/yr	---
Last reported odometer reading	70,167	71,706

**Title History**

CARFAX guarantees the information in this section

Damage Brands

Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon

Owner 1**Owner 2****Guaranteed
No Problem****Guaranteed
No Problem****Odometer Brands**

Not Actual Mileage | Exceeds Mechanical Limits

**Guaranteed
No Problem****Guaranteed
No Problem**

GUARANTEED - None of these title problems were reported by a U.S. state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, you may qualify.

[View Terms](#) | [View Certificate](#)

**Additional History**

Not all accidents / issues are reported to CARFAX

Owner 1**Owner 2****Total Loss**

No total loss reported to CARFAX.

**No Issues
Reported****No Issues
Reported****Structural Damage**

CARFAX recommends that you have this vehicle inspected by a collision repair specialist.

**No Issues
Reported****No Issues
Reported****Airbag Deployment**

No airbag deployment reported to CARFAX.

**No Issues
Reported****No Issues
Reported****Odometer Check**

No indication of an odometer rollback.

**No Issues
Indicated****No Issues
Indicated****Accident / Damage**

Accident reported: 08/27/2020.

Minor Damage

No New Issues
Reported**Manufacturer Recall**

At least 1 manufacturer recall requires service. Locate an authorized Ford or Lincoln Mercury dealer or call 866-436-7332 to obtain more information about this recall.

**No Recalls
Reported**

Recall Reported

Basic Warranty

Original warranty estimated to have expired.

Warranty Expired

Warranty Expired

**Detailed History****Owner 1**

Purchased: 2018



Low mileage! This owner drove less than the industry average of 15,000 miles per year.

Personal Vehicle
14,493 mi/yr

Date

Mileage

Source

Comments

04/15/2018

Ford Motor Company

Vehicle manufactured and shipped to original dealer

Original Window Sticker

06/12/2018 12

Long-Lewis of the Shoals
Muscle Shoals, AL
256-386-7800
longlewisford.com

★ 4.5 / 5.0

317 Verified Reviews

♥ 269 Customer Favorites

**Vehicle serviced**

- Pre-delivery inspection completed

07/03/2018

Town and Country Ford
of Madison
Madison, TN
615-865-1280
fordnashville.com

★ 4.1 / 5.0

201 Verified Reviews

♥ 2,630 Customer Favorites

Vehicle offered for sale

11/05/2018 380

Town and Country Ford
of Madison
Madison, TN
615-865-1280
fordnashville.com

★ 4.1 / 5.0

201 Verified Reviews

♥ 2,630 Customer Favorites

Vehicle sold

11/05/2018

Tennessee
Motor Vehicle Dept.**Vehicle purchase reported**

- Titled or registered as personal vehicle

11/05/2018

Service Plan Co.
Madison, TN**Service contract issued**

11/19/2018 1,269

Town and Country Ford
of Madison
Madison, TN
615-865-1280
fordnashville.com

★ 4.1 / 5.0

201 Verified Reviews

♥ 2,630 Customer Favorites

**Vehicle serviced**

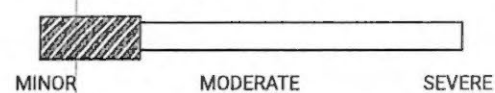
- Maintenance inspection completed

11/30/2018		Tennessee Motor Vehicle Dept. Madison, TN Title #11900178375		Title or registration issued - First owner reported - Loan or lien reported - Vehicle color noted as White
12/04/2018		Town and Country Ford of Madison Madison, TN 615-865-1280 fordnashville.com  4.1 / 5.0 201 Verified Reviews  2,630 Customer Favorites		Vehicle serviced - Maintenance inspection completed
01/28/2019	6,382	Town and Country Ford of Madison Madison, TN 615-865-1280 fordnashville.com  4.1 / 5.0 201 Verified Reviews  2,630 Customer Favorites		Vehicle serviced - Maintenance inspection completed - Oil and filter changed - Tires rotated
06/08/2019	14,760	Town and Country Ford of Madison Madison, TN 615-865-1280 fordnashville.com  4.1 / 5.0 201 Verified Reviews  2,630 Customer Favorites		Vehicle serviced - Oil and filter changed
10/01/2019		Tennessee Motor Vehicle Dept. Madison, TN Title #		Title or registration issued - Loan or lien reported - Vehicle color noted as White
11/15/2019	24,903	Town and Country Ford of Madison Madison, TN 615-865-1280 fordnashville.com  4.1 / 5.0 201 Verified Reviews  2,630 Customer Favorites		Vehicle serviced - Oil and filter changed
11/26/2019		Tennessee Motor Vehicle Dept. Madison, TN Title		Registration issued or renewed - Correction to record - Loan or lien reported - Registration updated when owner moved the vehicle to a new location

- Vehicle color noted as White

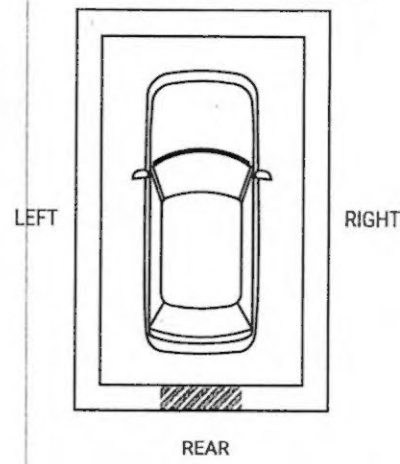
04/22/2020	31,889	Town and Country Ford of Madison Madison, TN 615-865-1280 fordnashville.com 4.1 / 5.0 201 Verified Reviews 2,630 Customer Favorites	Vehicle serviced - Maintenance inspection completed - Oil and filter changed - Tires rotated
06/11/2020	33,364	Town and Country Ford of Madison Madison, TN 615-865-1280 fordnashville.com 4.1 / 5.0 201 Verified Reviews 2,630 Customer Favorites	Vehicle serviced
07/13/2020	34,406	Town and Country Ford of Madison Madison, TN 615-865-1280 fordnashville.com 4.1 / 5.0 201 Verified Reviews 2,630 Customer Favorites	Vehicle serviced - Body electrical system checked
07/29/2020	34,950	Town and Country Ford of Madison Madison, TN 615-865-1280 fordnashville.com 4.1 / 5.0 201 Verified Reviews 2,630 Customer Favorites	Vehicle serviced
08/27/2020		Damage Report	Accident reported: minor damage - Vehicle involved in a front end collision - Damage to rear

Damage Severity Scale



Damage Location

FRONT



**CARFAX HAS THE MOST
ACCIDENT & DAMAGE
INFORMATION**



Minor damage is usually cosmetic, including dents or scratches to the vehicle body.

12/01/2020		Tennessee Motor Vehicle Dept. Madison, TN Title # [REDACTED]		Registration issued or renewed - Loan or lien reported - Vehicle color noted as White
01/16/2021	39,195	Town and Country Ford of Madison Madison, TN 615-865-1280 fordnashville.com 4.1 / 5.0 201 Verified Reviews 2,630 Customer Favorites		Vehicle serviced - Maintenance inspection completed - Oil and filter changed - Tires rotated - Air filter replaced
07/01/2021	42,973	Walmart Auto Care Center Madison, TN 615-992-9167 https://www.walmart.com 4.4 / 5.0 39 Verified Reviews		Vehicle serviced - Tire(s) replaced - Tire(s) balanced
08/12/2021	45,076	Town and Country Ford of Madison		Vehicle serviced - Oil and filter changed

07/27/2022	54,337	Walmart Auto Care Center Madison, TN 615-992-9167 https://www.walmart.com ★ 4.4 / 5.0 39 Verified Reviews	 Vehicle serviced - Oil and filter changed - Tires rotated
09/12/2022	57,009	Walmart Auto Care Center Madison, TN 615-992-9167 https://www.walmart.com ★ 4.4 / 5.0 39 Verified Reviews	 Vehicle serviced - Tire(s) replaced - Tire(s) balanced
10/10/2022		Walmart Auto Care Center Madison, TN 615-992-9167 https://www.walmart.com ★ 4.4 / 5.0 39 Verified Reviews	 Vehicle serviced - Battery/charging system checked
12/02/2022		Tennessee Motor Vehicle Dept. Goodlettsville, TN Title # [REDACTED]	Registration issued or renewed - Loan or lien reported - Registration updated when owner moved the vehicle to a new location - Vehicle color noted as White
02/17/2023	63,054	Walmart Auto Care Center Madison, TN 615-992-9167 https://www.walmart.com ★ 4.4 / 5.0 39 Verified Reviews	 Vehicle serviced - Oil and filter changed
02/21/2023	63,209	Walmart Auto Care Center Hendersonville, TN 615-822-7645 https://www.walmart.com ★ 4.4 / 5.0 30 Verified Reviews ♥ 1 Customer Favorite	 Vehicle serviced - Tire pressure monitoring system checked - Tire repaired

Madison, TN
615-865-1280
fordnashville.com

★ 4.1 / 5.0

201 Verified Reviews

♥ 2,630 Customer Favorites

10/01/2021		Tennessee Motor Vehicle Dept. Madison, TN Title #11900178375		Title or registration issued - Loan or lien reported - Vehicle color noted as White
11/15/2021		Walmart Auto Care Center Madison, TN 615-992-9167 https://www.walmart.com ★ 4.4 / 5.0 39 Verified Reviews	✕	Vehicle serviced - Tire(s) replaced - Tire(s) balanced
11/17/2021	47,719	Town and Country Ford of Madison Madison, TN 615-865-1280 fordnashville.com ★ 4.1 / 5.0 201 Verified Reviews ♥ 2,630 Customer Favorites	✕	Vehicle serviced - Oil and filter changed
11/29/2021		Tennessee Motor Vehicle Dept. Madison, TN Title #11900178375		Registration issued or renewed - Loan or lien reported - Vehicle color noted as White
12/07/2021	48,449	Walmart Auto Care Center Madison, TN 615-992-9167 https://www.walmart.com ★ 4.4 / 5.0 39 Verified Reviews	✕	Vehicle serviced - Tires rotated - Tire(s) replaced - Tire(s) balanced
03/02/2022	50,412	Walmart Auto Care Center Madison, TN 615-992-9167 https://www.walmart.com ★ 4.4 / 5.0 39 Verified Reviews	✕	Vehicle serviced - Tire repaired

03/26/2023		Walmart Auto Care Center Hermitage, TN 615-889-7887 https://www.walmart.com 4.7 / 5.0 36 Verified Reviews ♥ 1 Customer Favorite	 Vehicle serviced - Tire repaired
04/28/2023	66,663	Walmart Auto Care Center Madison, TN 615-992-9167 https://www.walmart.com 4.4 / 5.0 39 Verified Reviews	 Vehicle serviced - Tire(s) replaced - Tire pressure monitoring system checked
09/07/2023	70,163	Ford of Columbia Columbia, TN 931-388-2463 fordofcolumbiatennessee.com 4.5 / 5.0 406 Verified Reviews ♥ 1,157 Customer Favorites	 Vehicle serviced - Maintenance inspection completed - Recommended maintenance performed
09/14/2023		Online Listing	Vehicle offered for sale
09/27/2023	70,167	Auto Auction	Vehicle sold - Listed as a dealer vehicle
			
Millions of used vehicles are bought and sold at auction every year.			
09/27/2023		Serra Kia Gardendale, AL 205-631-2277 serragardendalekia.com/ 4.3 / 5.0 126 Verified Reviews ♥ 2,010 Customer Favorites	Vehicle offered for sale
10/03/2023		Serra Kia Gardendale, AL 205-631-2277 serragardendalekia.com/ 4.3 / 5.0	Vehicle sold

126 Verified Reviews

 2,010 Customer Favorites**Owner 2**

Purchased: 2023

Personal Vehicle

Date	Mileage	Source	Comments
10/03/2023	70,223	Alabama Motor Vehicle Dept.	Vehicle purchase reported
10/04/2023		Serra Kia Gardendale, AL 205-631-2277 serragardendalekia.com/  4.3 / 5.0 126 Verified Reviews  2,010 Customer Favorites	 Vehicle serviced - Pre-delivery inspection completed - Wiper module replaced - Oil and filter changed - Vehicle washed/detailed
10/05/2023		Alabama Motor Vehicle Dept. Fultondale, AL	Registration issued or renewed - Vehicle color noted as White
10/24/2023		Alabama Motor Vehicle Dept. Fultondale, AL Title #111493115	Title issued or updated - New owner reported - Loan or lien reported - Vehicle color noted as White
			Avoid financial headaches. Make sure the loan has been paid off if you're buying from a private seller. Learn More
11/06/2023	71,706	L & E Auto Service Inc Birmingham, AL 205-849-7361 landeautorepair.com  1 Customer Favorite	 Vehicle serviced
01/04/2024		Ford Motor Company	Manufacturer Safety recall issued - NHTSA #23V905 - Recall #23S64 ENGINE OIL PUMP BELT TENSIONER REPLACEMENT - Status: Remedy Not Yet Available Locate an authorized Ford or Lincoln dealer or call 866-436-7332 to obtain more information  Learn more about this recall

Description: ON YOUR VEHICLE, IT MAY BE POSSIBLE FOR THE ENGINE OIL PUMP DRIVE BELT TENSIONER ARM TO FRACTURE, AND SEPARATE FROM THE TENSIONER BACKING

PLATE, AND/OR THE OIL PUMP DRIVE BELT MATERIAL MAY DEGRADE AND LOSE TEETH, RESULTING IN A LOSS OF ENGINE OIL PRESSURE.

A LOSS OF ENGINE OIL PRESSURE CAN RESULT IN ENGINE DAMAGE AND/OR SEIZURE, WHICH CAN RESULT IN A LOSS OF MOTIVE POWER AND A LOSS OF THE MECHANICAL VACUUM PUMP REQUIRED TO PROVIDE POWER BRAKING ASSIST, INCREASING THE RISK OF A CRASH.

Remedy: FORD MOTOR COMPANY IS WORKING CLOSELY WITH ITS SUPPLIERS TO PRODUCE PARTS FOR THIS REPAIR. WHEN PARTS BECOME AVAILABLE, FORD MOTOR COMPANY WILL NOTIFY YOU VIA MAIL TO SCHEDULE A SERVICE APPOINTMENT WITH YOUR DEALER FOR REPAIRS TO BE COMPLETED FREE OF CHARGE PARTS AND LABOR. PARTS ARE ANTICIPATED TO BE AVAILABLE 2ND QUARTER OF 2024.



This vehicle's oil change history, as reported to CARFAX, follows the manufacturer's recommendation. Track your service history for free at carfax.com/service.

Have Questions? Consumers, please visit our Help Center at www.carfax.com. Dealers or Subscribers, please visit our Help Center at www.carfaxonline.com.

CARFAX Glossary

Accident Indicator

CARFAX receives information about accidents in all 50 states, the District of Columbia and Canada.

Not every accident is reported to CARFAX. As details about the accident become available, those additional details are added to the CARFAX Vehicle History Report. CARFAX recommends that you have this vehicle inspected by a qualified mechanic.

- According to the National Safety Council, Injury Facts, 2021 edition, 5% of the 276 million registered vehicles in the U.S. were involved in an accident in 2019. Over 77% of these were considered minor or moderate.
- This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 2/14/24 at 3:58:14 PM (CST). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

CARFAX Well Maintained - Regular Oil Changes

CARFAX identifies a "Well Maintained - Regular Oil Change" vehicle as having a regular oil change history when all its recommended oil changes, based on the vehicle's maintenance schedule, have been reported to CARFAX. CARFAX uses the manufacturer's schedule and assumes normal driving conditions. When an oil change schedule is not available, CARFAX may analyze reported service events to determine what is typical for the same make and model vehicle. Dealers and service shops may publish different recommended service schedules.

Damage Severity

Damage events result in one of the following severity levels:

- Minor: Generally, minor damage is cosmetic (including dents or scratches), may only require reconditioning, and typically does not compromise a vehicle's operation and/or safety.
- Moderate: Moderate damage may affect multiple components of the vehicle and may impair the vehicle's operation and/or safety.
- Severe: Severe damage usually affects multiple components of the vehicle and is likely to compromise the vehicle's operation and/or safety.

CARFAX recommends getting a pre-purchase inspection at a certified collision repair facility.

First Owner

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Ford or Lincoln Mercury Recall

The Ford Motor Company provides CARFAX with Field Service Action and recall information regarding safety, compliance and emissions programs announced since 2000 for a specific vehicle. For complete information regarding programs or concerns about this vehicle, please contact a local Ford or Lincoln Mercury Dealer.

Manufacturer Recall

Automobile manufacturers issue recall notices to inform vehicle owners of a safety defect or failure to meet minimum federal safety or emissions standards. Manufacturer recalls are repaired at no cost to the customer.

New Owner Reported

When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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2/14/24 3:58:14 PM (CST)

I have reviewed and received a copy of the CARFAX Vehicle History Report for this 2018 FORD ECOSPORT vehicle (VIN: MAJ3P1TE0JC) which is based on information supplied to CARFAX and available as of 2/14/24 at 4:58 PM (EST).

Customer Signature**Date****Dealer Signature****Date**

PURCHASER INFORMATION			
PURCHASER NAME [REDACTED]		AREA CODE AND TELEPHONE NUMBER [REDACTED]	
STREET ADDRESS [REDACTED]		CITY, STATE, AND ZIP CODE FULTONDALE AL [REDACTED]	EMAIL ADDRESS [REDACTED]
VEHICLE INFORMATION			
VEHICLE IDENTIFICATION NUMBER (VIN) MAJ3P1TE0JC [REDACTED]		YEAR, MAKE, AND MODEL 2018 FORD ECOSPORT	
DATE OF VEHICLE PURCHASE 10/3/2023	CONTRACT SALE DATE 10/3/2023	VEHICLE ODOMETER READING AT TIME OF CONTRACT SALE 70167	VEHICLE SELLING PRICE \$ 15,827.00
SELLING COMPANY AND FINANCE COMPANY INFORMATION			
SELLING COMPANY NAME Serra Kia Gardendale		SELLING COMPANY ADDRESS 630 Fieldstown Rd Gardendale AL 35071	
SELLING COMPANY TELEPHONE NUMBER (205) 631-2277		SELLING COMPANY SIGNATURE [REDACTED]	
FINANCE COMPANY TD BANK N.A.		FINANCE COMPANY ADDRESS PO BOX 675, WILMINGTON, OH 45177	
CONTRACTUAL OBLIGOR			
DEALERS ALLIANCE CORPORATION, P.O. Box 30250, Albuquerque, NM 87190, 1-505-348-3514. —			
COVERAGE		DEDUCTIBLE PER VISIT	
☐ LEVEL I ☐ LEVEL II ☒ LEVEL III ☐ LEVEL IV		☐ \$50 ☒ \$100 ☐ \$100 (DD) ☐ \$250 ☐ \$500	
TERM		If You select the disappearing deductible, \$100 (DD), Covered Repairs performed by the Selling Company will incur no deductible charge. However, if You have selected the disappearing deductible above and Your Vehicle is not repaired by the Selling Company, a \$100 deductible will apply.	
FOR THIS SERVICE CONTRACT TO BE VALID, THE FOLLOWING TERMS MUST BE CLEAR, LEGIBLE, WITHOUT CORRECTION, AND AVAILABLE TO THE SELLING COMPANY ON THE CONTRACT SALE DATE. 36 MONTHS 36000 MILES			
NOTE: IF THE COVERAGE, TERM, AND/OR DEDUCTIBLE IS NOT SELECTED, THE TERM WILL BE 12 MONTHS/12,000 MILES, LEVEL I COVERAGE WILL BE IN EFFECT, AND/OR A \$100 DEDUCTIBLE PER REPAIR VISIT WILL APPLY.			
SURCHARGES AND OPTIONS			
☐ Dual Rear Wheels ☐ Seals & Gaskets 125k-150k ☐ 4WD/AWD ☐ Autonomous Driving Systems ☐ Lifted/Lowered Vehicle (Up to 8") ☐ 10 Cylinder Engine ☐ Cadillac Northstar Pre-2002 ☐ 1 Ton ☐ Travel Expense Reimbursement Upgrade ☐ 12 Cylinder Engine ☐ Cadillac Northstar (2002 & Newer) ☐ Diesel Engine ☒ Turbocharger/Supercharger Components (OEM only)			
APPLICABLE SURCHARGES AND DESIRED OPTIONS MUST BE SELECTED AT THE TIME OF SALE FOR CORRESPONDING BENEFITS TO APPLY.			
AGREEMENT PERIOD			
Your Contract begins on the Contract sale date and at the odometer reading of Your Vehicle at the time of Contract sale, as listed in "VEHICLE INFORMATION". Your Contract expires when the time or mileage exceeds the selected term, whichever occurs first. This Contract may also be cancelled, as detailed in "CANCELLATION".			
OTHER IMPORTANT INFORMATION			
THIS CONTRACT IS NOT AN INSURANCE POLICY; IT IS A SERVICE CONTRACT BETWEEN YOU AND THE OBLIGOR. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS CONTRACT IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS CONTRACT IS IN ERROR, CONTACT THE SELLING COMPANY OR OBLIGOR IMMEDIATELY. PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR TO OBTAIN VEHICLE FINANCING. YOUR VEHICLE MAY HAVE A MANUFACTURER'S WARRANTY AND THIS CONTRACT DOES NOT COVER CLAIMS THAT ARE COVERED BY THE MANUFACTURER'S WARRANTY OR RECALL.			
PURCHASER'S SIGNATURE			
I HAVE READ THIS SERVICE CONTRACT; I UNDERSTAND AND AGREE TO ITS TERMS AND CONDITIONS. THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND I AGREE TO THE STIPULATIONS RELATED TO THE SPECIFIC COVERAGE, SURCHARGES, AND OPTIONS SELECTED. I ALSO UNDERSTAND THAT BOTH THE SELLING COMPANY AND THE OBLIGOR ASSUME NO OBLIGATION OR LIABILITY THAT DOES NOT APPEAR IN THIS SERVICE CONTRACT.			
SIGNATURE [REDACTED]		DATE 10/3/2023	
		SERVICE CONTRACT PRICE \$ 3,000.00	

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

INSURANCE INFORMATION

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

TERMS AND CONDITIONS

A. WHAT IS COVERED

For convenience, Covered Components are categorized by associated vehicle systems (or by vehicle type). Only those items listed after each sub-category are covered, subject to the terms and conditions of this Service Contract in accordance with the coverage and surcharges selected. If a Covered Component Falls during the term of this Service Contract, We will pay for the repair or replacement of the Covered Component, subject to the terms and conditions herein.

NOTE: SOME COMPONENTS OR SYSTEMS MAY REQUIRE A SURCHARGE FOR COVERAGE TO APPLY, AS INDICATED BY THE SYMBOLS BELOW:

- * SOME ENGINES REQUIRE A SURCHARGE FOR COVERAGE TO APPLY (PLEASE VIEW "SURCHARGES AND OPTIONS" ON THE FIRST PAGE FOR ANY APPLICABLE SURCHARGES).
- † SURCHARGE REQUIRED FOR COVERAGE ON TURBOCHARGER/SUPERCHARGER COMPONENTS.
- ★ THE 4WD/AWD SURCHARGE IS REQUIRED FOR COVERAGE ON THE TRANSFER CASE (OR ALL-WHEEL DRIVE MECHANISM) AND 2nd DIFFERENTIAL COMPONENTS.

1. LEVEL I

If You selected Level I Coverage, any part not specifically listed under "Level I" is not covered.

- * **ENGINE COMPONENTS:** Pistons, Piston Rings and Pins, Connecting Rods, Connecting Rod Bearings, Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain, Timing Gears, Rocker Arms, Rocker Shafts, Rocker Bushings, Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Seals, Valve Retainers, Push Rods, Water Pump, Oil Pump, Dipstick and Tube, Harmonic Balancer, Intake Manifold, Engine Mounts, and all internal, Lubricated Parts of the Engine. The Oil Pan, Timing Chain Cover, Valve Covers, Cylinder Block and Cylinder Head(s) are covered only if damaged by the Failure of an internal, Lubricated Part of the Engine.
NOTE: Engine components listed in this section are also covered in select PHEV with internal combustion engines used solely to charge the battery.
- † **TURBOCHARGER/SUPERCHARGER COMPONENTS (OEM only):** All internal, Lubricated Parts of the factory installed Turbocharger/Supercharger. The Housing is covered only if damaged by the Failure of an internal, Lubricated Part.
- ★ **TRANSFER CASE COMPONENTS:** All internal, Lubricated Parts of either the Transfer Case or All-Wheel Drive Mechanism. The Transfer Case Housing or Housing for the All-Wheel Drive Mechanism is covered only if damaged by the Failure of an internal, Lubricated Part.
TRANSMISSION COMPONENTS (Automatic & Manual): Torque Converter, Vacuum Modulator, Transmission Mounts and all of the internal, Lubricated Parts of the Transmission. The Oil Pan and Transmission Case are covered only if damaged by the Failure of an internal, Lubricated Part.
- ★ **DRIVE AXLE COMPONENTS (Front and Rear):** Drive Shafts, Universal Joints, Constant Velocity Joints (unless Failure was caused by torn/contaminated C.V. Boot), Propeller Shaft, Axle Bearings, and all internal, Lubricated Parts of the Drive Axle. The Oil Pan and Drive Axle Case are covered only if damaged by the Failure of an internal, Lubricated Part.
HYBRID, PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV), ALL-ELECTRIC VEHICLE, and FUEL CELL VEHICLE COMPONENTS: Generator Motor Assembly, Drive Motor Assembly, and Traction Motor Assembly.
SEALS & GASKETS: Seals & Gaskets coverage applies only to Covered Components and is limited to Vehicles with 125,000 miles or fewer at the time of sale. If the Seals & Gaskets 125k-150k Option is selected and paid at the time this Contract is sold, coverage applies to Vehicles with fewer than 150,001 miles at the time of sale.

2. LEVEL II

Level II Coverage includes all components listed in "Level I" according to the stipulations therein, plus the following:

- FRONT & REAR SUSPENSION COMPONENTS:** Upper and Lower Control Arms, Control Arm Shafts and Bushings, Upper and Lower Ball Joints, Stabilizer Shaft Linkage and Bushings, Spindle, Spindle Support, and Wheel Bearings.
- STEERING COMPONENTS:** Power Cylinder, Rack and Pinion Gear, Power Steering Pump, Pitman Arm, Idler Arm, Tie Rod Ends, Drag Link, Upper and Lower Steering Column Shafts, Couplings, and all internal, Lubricated Parts of the Steering Gear Box. The Steering Box and Rack & Pinion Gear Housings are covered only if damaged as a result of a mechanical Failure to an internal, Lubricated Part.
- BRAKE COMPONENTS:** Master Cylinder, Power Brake Cylinder, Vacuum Assist Booster (excluding Hydro Boost system), Disc Brake Caliper, Wheel Cylinders, Compensating Valve, and Metal Hydraulic Lines and Fittings.
- ELECTRICAL COMPONENTS:** Alternator, Voltage Regulator, Starter Motor, Starter Solenoid, and Starter Drive.
- AIR CONDITIONING COMPONENTS:** Compressor, Compressor Clutch and Pulley, Condenser, and Evaporator.
- HYBRID, PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV), ALL-ELECTRIC VEHICLE, and FUEL CELL VEHICLE COMPONENTS:** Onboard Battery Charging Module and Battery Isolator.
- SEALS & GASKETS:** Seals & Gaskets coverage applies only to Covered Components and is limited to Vehicles with 125,000 miles or fewer at the time of sale. If the Seals & Gaskets 125k-150k Option is selected and paid at the time this Contract is sold, coverage applies to Vehicles with fewer than 150,001 miles at the time of sale.

3. LEVEL III

Level III Coverage includes all components listed in "Level I" and "Level II" according to the stipulations therein, plus the following:

- DIESEL COMPONENTS:** Fuel Delivery Pump (excluding sending unit), Diesel Injectors, and Electronic Vacuum Pump.
- FUEL SYSTEM COMPONENTS:** Electronic Fuel Injectors, Fuel System Control Units, Fuel Injector Sensors, Throttle Position Sensors, Oxygen Sensor, Fuel Pump, and Metal Fuel Delivery Lines.
- COOLING COMPONENTS:** Fan, Fan Clutch, Engine Cooling Fan Motor, and Heater Core.
- FRONT & REAR SUSPENSION COMPONENTS:** Torsion Bars and Bushings, MacPherson Style Struts, Chapman Style Struts, and Strut Bushings.
- RIDE DAMPENING & LEVELING SUSPENSION COMPONENTS:** Compressor, Dampening/Leveling Sensors, Control Module, Actuating Solenoids, Damping Actuator, and Mode Selector Switch.
- FOUR WHEEL STEERING COMPONENTS:** Rear Steering Shaft and Couplings, Power Cylinder and Pump, Steering Sensors, Electronic Control Unit/Solenoid, Phase Control Unit, Stepper Motor, Steering Box/Control Valve/Rack, Rear Tie Rods, and Rear Tie Rod Ends.
- ABS BRAKE COMPONENTS:** Hydraulic Control Unit, Electronic Control Processor, Wheel-Speed Sensors, and Hydraulic Pump/Motor Assembly.
- ADDITIONAL ELECTRICAL COMPONENTS:** Power Window Motors, Power Seat Motor, Convertible Top Motor (excluding Regulators and Frame), Power Sunroof Motor (excluding Regulators and Frame), Power Door Lock Actuator, Power Antenna Motor (excluding Mast), Electronic Instrument Cluster, Distributor, Electronic Combination Entry System, Computerized Timing Control Units, and Electronic Cruise Control Module.
- HYBRID, PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV), ALL-ELECTRIC VEHICLE, and FUEL CELL VEHICLE COMPONENTS:** Battery Temperature Sensor, Inverter Water Pump, Blower Motor, Inverter Assembly, Converter Assembly, Hydraulic or Electric Regenerative Braking System, Motor Controller Unit (MCU), and the Power Electronics Module (PEM).

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

SEALS & GASKETS: Seals & Gaskets coverage applies only to Covered Components and is limited to Vehicles with 125,000 miles or fewer at the time of sale. If the Seals & Gaskets 125k-150k Option is selected and paid at the time this Contract is sold, coverage applies to Vehicles with fewer than 150,001 miles at the time of sale.

4. **LEVEL IV**

If you selected LEVEL IV Coverage and selected and paid for all applicable surcharges and options for Your Vehicle, this Service Contract will cover necessary repairs to ALL of the mechanical and electrical parts of Your Vehicle, except those items listed under "WHAT IS NOT COVERED." Key Fobs are also Covered Components under Level IV Coverage.

B. ADDITIONAL BENEFITS

NOTE: ADDITIONAL BENEFITS ARE NOT SUBJECT TO ANY DEDUCTIBLE.

1. **TRAVEL EXPENSE REIMBURSEMENT**

If Your Vehicle sustains a Mechanical Breakdown resulting in a Covered Repair, then You may qualify for travel expense benefits for up to \$30 per day, with a 5 day maximum, not to exceed \$150 per repair visit. This benefit applies only when Your Vehicle must be kept in a repair facility overnight for a Covered Repair. Your travel expense benefits are contingent on the labor time required to replace/repair Covered Components authorized by the Obligor. The Obligor will use factory labor guides or industry recognized flat-rate manuals to determine the required repair time. However, this repair time specifically excludes the downtime waiting for parts or any other delays beyond the control of the Selling Company, Licensed Repair Facility, or the Obligor. The labor time necessary for travel expense benefits is as follows: 1 to 8 hours = 1 day, 8.1 to 16 hours = 2 days, 16.1 to 24 hours = 3 days, etc. This benefit will begin on the day that the approved repair begins, and will not continue beyond the day the repairs are completed. This benefit must be applied to rental vehicles, taxi services, public transportation, or incorporated ridesharing services, and may not be applied to any other use. Travel Expense Reimbursement may not be applied to share-the-expense carpools. All rental vehicles must be rented from the Selling Company or a licensed car rental facility. You must provide legible and verifiable receipts that include the name of the transportation provider in order to receive travel expense reimbursement. Verifiable electronic receipts will also be accepted. Handwritten receipts will not be accepted under any circumstance.

2. **TOWING**

If Your Vehicle sustains a Mechanical Breakdown resulting in a Covered Repair, then We will reimburse You for reasonable towing charges that You incur to have Your Vehicle towed to an authorized Licensed Repair Facility, not to exceed \$100 per repair visit. This benefit does not apply if towing assistance is acquired through the Roadside Assistance provisions listed below.

3. **TRIP INTERRUPTION**

If You are more than 100 miles from Your home and Your Vehicle is in need of Emergency Repairs, then You may qualify for Trip Interruption benefits, which include lodging and meal reimbursement for up to \$75 per day, with a 3 day maximum, not to exceed \$225 per repair visit. This benefit applies when a Licensed Repair Facility must keep Your Vehicle overnight to repair Your Vehicle, but it does not extend beyond the day the repairs are completed. For lodging and meal reimbursement, please save all receipts and contact the Obligor for instructions (1-866-444-1598). Receipts must be legible and verifiable. Handwritten receipts will not be accepted. The Trip Interruption benefit is available only where allowed by law.

4. **ROADSIDE ASSISTANCE**

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

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

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

C. OPTIONS

The following options are available at the time this Service Contract is sold. Please see descriptions below.

1. **AUTONOMOUS DRIVING SYSTEMS**

If Your Vehicle is equipped with Autonomous Driving Systems and You selected the Autonomous Driving Systems option on the first page of this Contract, then the following components will be covered, in addition to the components belonging to any level of coverage You selected, subject to the terms and conditions herein: Global Positioning (GPS) unit, LIDAR (Light Detection and Ranging) systems, Ultrasonic Sensors, Odometry Sensors, Video Cameras, Radar Sensors, and any computers used by Autonomous Driving Systems.

2. **LIFTED/LOWERED VEHICLE (UP TO 8")**

If You selected and paid for the Lifted/Lowered Vehicle (Up to 8") Option and Your Vehicle is street legal in the state where You reside, Covered Component Failures in Vehicles lifted or lowered up to 8" will be covered, subject to the terms and conditions herein. **NOTE:** All parts used to lift or lower the Vehicle are not covered in any instance.

3. **SEALS & GASKETS 125K-150K**

If You selected and paid for the Seals & Gaskets 125k-150k Option, seals and gaskets coverage will apply to Covered Components of eligible Vehicles with greater than 125,000 miles and fewer than 150,001 miles at the time of sale.

4. **TRAVEL EXPENSE REIMBURSEMENT UPGRADE**

If You selected and paid for the Travel Expense Reimbursement Upgrade Option, Your travel expense benefits will increase from \$30 per day to \$50 per day, with a 6 day maximum, not to exceed \$300 per repair visit. All other stipulations listed in the "Travel Expense Reimbursement" subsection under "Additional Benefits" still apply. The Travel Expense Reimbursement Upgrade Option may be added to any level of coverage. The Travel Expense Reimbursement Upgrade Option is not subject to any deductible.

D. MAINTENANCE AND RECORDS

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

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

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

E. LIMITS OF LIABILITY

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

F. WHAT IS NOT COVERED

In accordance with the terms and conditions of this Contract, any part not specifically listed under "WHAT IS COVERED" is not covered. There may also be specific exceptions related to any surcharge or option You selected, as described in the corresponding sections. In addition, this Service Contract does not cover the following items.

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

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

1. Take immediate action to prevent further damage to Your Vehicle. Any damage resulting from continued operation of an impaired Vehicle will constitute failure to protect Your Vehicle and will not be covered under this Service Contract.
2. If You are within a 50 mile radius of the Selling Company, all repairs or replacements under this Service Contract must be performed by the Selling Company's Licensed Repair Facility. If You are outside a 50 mile radius of the Selling Company, or the Selling Company does not have a Licensed Repair Facility, then You may deliver Your

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

- Vehicle to the Licensed Repair Facility of Your choice. Ensure that any facility You choose is willing to perform repairs in accordance with the terms and conditions of this Service Contract. If necessary, We reserve the right to relocate Your Vehicle at Our expense to a Licensed Repair Facility of Our choice.
3. Present this Contract to the Selling Company or Licensed Repair Facility. We may also require You to provide the Licensed Repair Facility with proof of all relevant maintenance as expressed under "MAINTENANCE AND RECORDS".
 4. Ensure that the Licensed Repair Facility contacts the Claims Department for instructions prior to any repairs, as authorization must be obtained from the Obligor before starting any teardown or repairs. You are responsible for authorizing and paying for any diagnostic time or teardown fees needed to determine if Your Vehicle has a Covered Breakdown. If the Obligor determines that there is a Covered Breakdown, then We will pay the reasonable cost of the diagnostic time and teardown fees as part of the Covered Repair. The Claims Department can be reached at 1-866-444-1598.
 5. If Emergency Repairs are required, deliver Your Vehicle to a Licensed Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the Obligor at 1-866-444-1598. The Obligor will determine the reimbursement eligibility in accordance with the terms and conditions of this Service Contract.
 6. In all instances, if Your repair is a Covered Repair, then You are required to pay the Selling Company or Licensed Repair Facility the deductible amount reflected on the first page of this Contract. In addition, You are also required to pay for anything not authorized by the Obligor.

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

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

NOTE: (1) At Our option, a Covered Part may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality.
(2) We reserve the right to inspect Your Vehicle to verify a Failure(s). In addition, if a dispute arises between the Licensed Repair Facility and Us, We reserve the right to relocate Your Vehicle to a Licensed Repair Facility of Our choice at Our expense. In the event We determine that a repair in question is not a Covered Repair, then You are responsible for any cost incurred.

I. STATE TAXES

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

A. ARBITRATION

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

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

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

J. DEFINITIONS

ACTUAL CASH VALUE: The actual cash value of the Vehicle according to the most recent edition of the regional NADA guide.

- **ALL-ELECTRIC VEHICLE(S):** A vehicle that is propelled by an electric motor and contains no internal combustion engine.
- **AUTONOMOUS DRIVING SYSTEM(S), ADS:** Hardware and software collectively capable of performing both the lateral and longitudinal vehicle motion control subtasks, or the entirety of a driving task under certain conditions. Examples of these systems are "Tesla® Autopilot" and the 2018 Audi® A8 "Traffic Jam Pilot."
- **COMMERCIAL:** Usage in exchange for any charge, fare, fee, rate, or any other consideration, or any other usage intended for profit. Vehicles displaying advertising signage, vehicles owned by businesses, or vehicles with commercial license plates are considered commercial use vehicles. Other examples include, but are not limited to, commercial farm operation, commercial ridesharing/ride-hailing services (e.g.: Uber, Lyft, and Curb), commercial towing, commercially-operated shared-expense carpools (e.g.: "vanpools"), construction, delivery, livery, repair work, route work, service work, shuttle, taxi, or vehicle rental.
- **COST:** The customary and reasonable charges for parts and labor necessary to repair or replace Covered Components. These charges are subject to the Obligor's approval and will not exceed either the manufacturer's suggested retail (list) price for parts or the labor hour allowances derived from industry recognized flat-rate manuals. The maximum dollar amount per labor hour will not exceed the posted customer pay rate of the repairing facility.
- **COVERED BREAKDOWN or COVERED MECHANICAL BREAKDOWN:** Breakdown that is covered by this Contract.
- **COVERED PART(S) and COVERED COMPONENT(S):** Any part of the Vehicle listed herein as a Covered Part/Covered Component and not excluded from coverage by this Contract.
- **COVERED REPAIR:** A repair to a Covered Part/Covered Component approved by the Obligor.
- **EMERGENCY REPAIRS:** Repairs made outside of Obligor's business hours, which, if not performed, would render Your Vehicle inoperable or unsafe to drive.
- **FINANCE COMPANY:** Any financial institution providing financing for the purchase of this Service Contract.
- **FUEL CELL:** A device that converts the chemical energy from a fuel (generally hydrogen) into electricity, which powers a Fuel Cell Vehicle's electric motor.
- **FUEL CELL VEHICLE:** A vehicle that uses a Fuel Cell instead of -- or in combination with -- a battery to power its electric motor.
- **HYBRID(S), HYBRID VEHICLE(S), HYBRID ELECTRIC VEHICLE(S), (HEV):** A vehicle that is equipped with -- and is propelled alternately by -- both an internal combustion engine and an electric motor.
- **IN-SERVICE DATE:** The date the Vehicle first went into service and the manufacturer's new vehicle warranty begins (e.g. the date the original owner purchased the Vehicle or the date the Vehicle was first placed into service as either a rental vehicle, demonstration vehicle, or vehicle used for other purposes).
- **LICENSED REPAIR FACILITY:** Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates and employs a technician qualified to make repairs on Your Vehicle.
- **LUBRICATED PART:** A part that requires lubrication to function correctly.
- **MECHANICAL BREAKDOWN, BREAKDOWN, FAILED, FAILS, or FAILURE:** The inability of any Covered Component(s) that has received proper maintenance, as prescribed by Your Vehicle's manufacturer, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, not due to Wear and Tear. In addition, a Failed part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a Failure.
- **OBLIGOR, CONTRACTUAL OBLIGOR, OUR, US, and WE:** The administrator and the party obligated to perform under the terms and conditions of this Service Contract. Dealers Alliance Corporation, P.O. Box 30250, Albuquerque, NM 87190, 1-505-348-3514.
- **PLUG-IN HYBRID ELECTRIC VEHICLE(S), (PHEV):** An HEV that contains a battery that can be recharged from an external source. In addition, the internal combustion engine of some PHEV may be used solely to charge the battery.
- **SELLING COMPANY:** The entity identified on the first page of this Contract from whom You purchased this Service Contract.
- **SERVICE CONTRACT or CONTRACT:** This document in its entirety.
- **VEHICLE:** The Vehicle identified on the first page of this Contract.

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

- **WEAR AND TEAR:** The gradual reduction in component performance through normal or excessive usage.
- **YOU, YOUR, CONTRACT HOLDER, MY, and I:** The person(s) whose name is listed as the purchaser(s) of this **Service Contract** or the person(s) to whom this **Contract** has been duly transferred according to the procedures outlined herein.

K. CANCELLATION

Cancellation by the Finance Company

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

Cancellation by the Obligor

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

Cancellation by the Contract Holder

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

Cancellation Provisions

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

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

L. RENEWAL

This **Contract** is non-renewable.

M. HOW THIS CONTRACT MAY BE TRANSFERRED

Transfer Conditions

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

Transfer Restrictions

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

Transfer Instructions

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

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

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

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

ALABAMA

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Obligor", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: 1) nonpayment of the **Service Contract** price; or 2) material misrepresentation by **You** relating to the **Vehicle** or its use."

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

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If **You** cancel/return the **Contract** to **Us** within the full refund period, and no claims have been made, a ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

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

ALASKA

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

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

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

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

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

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

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

ARIZONA

Within the "ARBITRATION" section of this **Contract**, the following sentence(s) is added: "The arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, **You** may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Avenue, Suite 261, Phoenix, AZ 85007-2630 ATTN: Consumer Protection Division (602) 364-2499."

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

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

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

ARKANSAS

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

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

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

COLORADO

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

CONNECTICUT

The "ARBITRATION" section of this **Contract** is deleted in its entirety and replaced with the following: "If applicable, arbitration and Resolution of Disputes for Connecticut Residents: If there is a dispute regarding the terms of this **Service Contract** or the coverage of any claim filed with **Us**, **We** will make a reasonable effort to resolve the dispute with **You**. If **We** are unable to resolve the dispute, **You** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of **Your** covered **Vehicle**, the cost of any disputed repairs, and a copy of this **Service Contract** document. The complaint should be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. **Your** complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, **Your** complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code."

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

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

This **Service Contract** does not include in-home service.

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

DISTRICT OF COLUMBIA

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

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If **You** cancel/return the **Contract** to **Us** within the full refund period, and no claims have been made, a ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

GEORGIA

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

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

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

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If **You** cancel/return the **Contract** to **Us** within the full refund period, and no claims have been made, a ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

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

HAWAII

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If **You** cancel/return the **Contract** to **Us** within the full refund period, and no claims have been made, a ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

IDAHO

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

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

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

ILLINOIS

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

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

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is added: "This **Contract** does not apply to any **Mechanical Breakdown** or **Failures** caused by normal and abnormal wear and tear."

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

INDIANA

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

The "INSURANCE INFORMATION" section of this **Contract** is deleted in its entirety and replaced with: "The **Obligor's** performance under this **Contract** is insured by Dealers Assurance Company, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913. If the **Obligor** fails to perform or make payment due under this **Service Contract** within sixty (60) days after **You** request the performance or payment, **You** may request the performance or payment directly from Dealers Assurance Company at the address listed above, including any applicable requirement under this **Service Contract** that the **Obligor** refund any part of the cost of this **Service Contract** upon cancellation of this **Service Contract**."

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

IOWA

If **You** have any questions regarding this **Contract**, **You** may contact the **Obligor** by mail or by phone. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315-1000.

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

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If **You** cancel/return the **Contract** to **Us** within the full refund period and no claims have been made, a ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within thirty (30) days after the return of this **Contract** to **Us**."

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is replaced with: "**Obligor's** performance under this **Contract** is insured by Dealers Assurance Company, P.O. Box 1829, Addison, TX 75001, 1-800-282-8913. If the **Obligor** fails to perform or make payment due under this **Service Contract** within sixty (60) days after **You** request the performance or payment, **You** may request the performance or payment directly from Dealers Assurance Company at the address listed above, including any applicable requirement under this **Service Contract** that the **Obligor** refund any part of the cost of this **Service Contract** upon cancellation of this **Service Contract**."

LOUISIANA

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

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

Within the "CANCELLATION" section of this Contract, the following sentence(s) is added: "Cancellation Provisions", "If You cancel/return the Contract to Us within the full refund period, and no claims have been made, a ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this Contract to Us."

MAINE

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

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

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

Within the "CANCELLATION" section of this Contract, the following sentence(s) is added: "Cancellation Provisions", "If You cancel/return the Contract to Us within the full refund period, and no claims have been made, a ten percent (10%) penalty per month of the outstanding amount of the Contract price shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this Contract to Us."

MARYLAND

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

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

Within the "DEFINITIONS" section of this Contract, the following sentence(s) is amended: "Mechanical Breakdown, Breakdown, Failed, Fails, or Failure: The inability of any Covered Component(s) that has received proper maintenance, as prescribed by this Service Contract, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, or due to Wear and Tear. In addition, a Failed part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a Failure."

Within the "WHAT IS NOT COVERED" section of this Contract, the following sentence(s) is amended: "Any Mechanical Breakdown or Failure caused by (a) lack of proper manufacturer-required maintenance; (b) overheating, regardless of the cause of overheating; (c) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (d) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (e) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE"; "Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a covered repair), hazardous waste charges, diagnosis time or teardown (where a Covered Breakdown has not occurred), freight charges, or storage charges."

Within the "CANCELLATION" section of this Contract, the following sentence(s) is added: "Cancellation Provisions", "If You cancel/return the Contract to Us within the full refund period, and no claims have been made, a ten percent (10%) penalty per month, based on the Contract price paid, shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this Contract to Us."

MASSACHUSETTS

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

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

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

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

MINNESOTA

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

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

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

Within the "CANCELLATION" section of this Contract, the following sentence(s) is added: "Cancellation Provisions", "If You cancel/return the Contract to Us within the full refund period, and no claims have been made, a ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this Contract to Us."

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

MISSISSIPPI

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

Within the "CANCELLATION" section of this Contract, the following sentence(s) is added: "Cancellation Provisions", "If You cancel/return the Contract to Us within the full refund period, and no claims have been made, a ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this Contract to Us."

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

MISSOURI

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

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

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

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

NEBRASKA

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

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

NEVADA

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

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

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "Under no circumstances will the cost of claims paid or services provided be deducted from any refund.", "If **You** cancel/return the **Contract** to **Us** within the full refund period, and no claims have been made, a ten percent (10%) penalty, based upon the **Contract** purchase price, per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

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

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

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

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

NEW HAMPSHIRE

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

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

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

NEW JERSEY

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

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

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

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

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If **You** cancel/return the **Contract** to **Us** within the full refund period, and no claims have been made, a ten percent (10%) penalty, based upon the **Contract** purchase price, per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

NEW MEXICO

Within the "INSURANCE INFORMATION" section of this **Contract**, the following sentence(s) is amended: "This **Service Contract** is insured by Dealers Assurance Company. If the **Obligor** fails to pay **You** or otherwise provide **You** with the covered service within sixty (60) days of **Your** submission of a valid claim, **You** may submit **Your** claim to Dealers Assurance Company at P.O. Box 1829, Addison, TX 75001, 800-282-8913. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674."

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

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If **You** cancel/return the **Contract** to **Us** within the full refund period and no claims have been made, and **Your** refund is not paid or credited within sixty (60) days after the return of this **Contract** to **Us**, **We** shall pay a penalty of ten percent (10%) of the purchase price of this **Contract** for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid."

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

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