



CENTURY TIRE & WHEEL

**TIRE AND WHEEL
PROTECTION AGREEMENT**
MK9sf California Obligor #0C88598

PURCHASER'S NAME		AGREEMENT ISSUE DATE		POLICY NUMBER BWB0 0 0 0 0 0 0	
STREET ADDRESS		CITY, STATE AND ZIP CODE			
AREA CODE AND TELEPHONE NUMBER		LIEN HOLDER NAME AND ADDRESS			
VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE AND MODEL		
SELLING DEALER NAME		SELLING DEALER ADDRESS		SELLING DEALER TELEPHONE	DEALER CODE
COVERAGE AFFORDED UNDER THIS CONTRACT APPLIES TO ANY TIRE THAT IS ON THE ABOVE DESCRIBED VEHICLE AT TIME OF DELIVERY, OR IS AN APPROVED REPLACEMENT FOR OEM. ALL COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS SET FORTH BELOW.					
New <input type="checkbox"/>		Used <input type="checkbox"/>		Term: _____ Months	
Vehicle Class _____		(If no coverage term is selected, term will be 12 mos)		Agreement Purchase Price: \$	
SELLING DEALER SIGNATURE: X				DATE:	
PURCHASER'S SIGNATURE: X				DATE:	

This Agreement, subject to the terms, conditions, and liabilities as set forth in this document, is between the above-indicated Agreement Holder and Century Automotive Service Corporation, PO BOX 3809, Albuquerque, NM 87190-3809, 877-793-7123 (the "Company").

TERM

The term of this Agreement begins on the above indicated agreement purchase date and ends when one of the following occurs: 1) The term selected above has elapsed, 2) the Agreement has been canceled, or 3) with respect to any individual tire, when the tread depth has reached 3/32 inch.

AGREEMENT BENEFITS

TIRE AND WHEEL PROTECTION

Subject to all of the terms, conditions, and limitations set forth in this Agreement, the **Company** agrees to pay on behalf of the **Agreement Holder** or reimburse the **Agreement Holder** for the **Reasonable Repair Cost** incurred for the repair or replacement of the tires and or wheels identified above or for such replacement tires and wheels while installed on the vehicle identified above, resulting from their operational failure (a "Failure") caused by defects in materials or workmanship or **Road Hazards**. A Deductible does not apply to this Agreement.

EMERGENCY ROAD SERVICE

The **Company** agrees to pay on behalf of the **Agreement Holder** or reimburse the **Agreement Holder** for an amount up to \$100.00 for towing assistance when directly related to a **Covered Failure**.

WHAT IS NOT COVERED

This Agreement does not cover the following:

- A. Any repair or replacement made without the Company's prior authorization.
- B. Any repair or replacement covered by a warranty, recall, or acknowledgement of responsibility issued by the manufacturer of the tire or wheel.
- C. Damage, failure or loss due to negligence, abuse or misuse, or rising out of or related to a collision or upset, railroad crossing, vandalism, or where age or condition of the tire results in damage, failure or loss.
- D. Destruction of, or damage to a tire due to impact with a naturally occurring structure in the highway or roadway (including but limited to curbs) or due to off-road vehicle use or construction site use.
- E. Destruction of a tire in either the sidewall or tread area due to dry-rot, cracking or peeling of tread, or where age or condition of the tire results in failure or loss.
- F. Tires that prematurely fail because of overloading, improper loading or improper inflation.
- G. Retreads or used tires installed on the vehicle to replace the original tires.
- H. Tires and wheels that are not D.O.T. certified, do not meet the vehicle manufacturer's specifications, or that exceed 22 inches in diameter.
- I. Failure occurring when the tread depth on the failed tire is 3/32 inch or less.
- J. Tires transferred from any vehicle on which they were originally installed.
- K. Any vehicle registered and normally operated outside the United States or Canada.
- L. Any consequential loss or damage whatsoever, including loss, damage or injury to persons or property resulting from the failure of any of the parts of the vehicle described herein, the replacement of which is covered under the terms and conditions of this Agreement.
- M. **Pre-Existing conditions are not covered under this Agreement.**

NOTE

Purchase of this coverage is optional, cancellable, not required to register a motor vehicle obtain financing, credit or any equivalent. This is not a vehicle liability insurance contract. We do not disclose information about our customers to anyone, except as permitted by law.

CLAIMS PROCEDURE

To obtain the benefits of this Agreement, the Agreement Holder must:

1. Call the Company's toll free claims number 1-877-793-7123 for instructions and obtain a confirmation number before work is commenced.
2. All tires and wheels that require replacement must be made available for inspection.
3. Submit legible copies of all repair orders, sales invoices, and other relevant documentation to the Company upon request.

The issuance of a confirmation number does not imply the Company has approved a claim, but only that the Agreement Holder has fulfilled their responsibility in reporting such claim.

DEFINITIONS

- **Agreement Holder or You** means the original person(s) to which this Agreement was issued or the private person to whom this Agreement has been transferred.
- **Reasonable Repair Cost** means the customary parts and labor charges required to complete the repair for the **Covered Failure**, including mounting, balancing and associated sales tax, which in no case shall exceed the manufacturers suggested retail price for parts and time / labor allowances as defined in the manufacturer's labor time guide or other nationally recognized parts and labor time guides. We reserve the right to use "like kind and quality" replacements for wheels and tires.
- **Covered Repair, Covered Failure, Failure** means (1) Covered tire(s) and or wheel(s) have been damaged sufficiently by a **Road Hazard** as to cause them not to operate in the manner for which they were designed. (2) Because of a defect in materials or faulty workmanship in the covered tire(s) or wheel(s), that have been properly maintained in accordance with the manufacturer's recommendations, that fail to operate in the manner for which they were designed. **This specifically excludes excessive wear and tear.**
- **Road Hazard** means any abnormal road conditions and or objects such as potholes, rocks, metal scraps, nails, glass, and other road debris that may cause a **Failure** to a Covered tire and wheel.

CANCELLATION

If this Agreement is canceled by the Agreement Holder within the first sixty (60) days and no covered claim has been filed, the Agreement Holder will receive a full refund of the Agreement Purchase Price. Except as provided below, if this Agreement is canceled by the Agreement Holder after sixty (60) days or if a covered claim has been filed, the Agreement Holder will receive a pro rata refund of the Agreement Purchase Price, determined by the number of days this Agreement has been in force divided by the number of days in the original Agreement term. All pro rata cancellations after the first sixty (60) days are subject to a \$50.00 cancellation fee or ten percent (10%) of the Agreement Purchase Price, whichever is less. No refund shall be payable if this Agreement expires because the Maximum Agreement Benefits have been received by the Holder. The refund owed will be paid or credited no more than thirty (30) days from the earlier of the date We or the selling Dealer receives notice of the request to cancel or sooner if required by state law. This Agreement is non-cancellable by the Company. In the event of a repossession or total loss of Your Vehicle, the rights under this Agreement shall immediately transfer to the Lienholder.

TRANSFER

If the vehicle identified above is sold, the Agreement Holder may transfer this Agreement to another person (other than a dealership) within thirty (30) days of ownership transfer. This Agreement may only be transferred once. Complete the following steps for transfer:

1. Type, or carefully print, the name and address of the person to whom you wish to transfer ownership of this Agreement:
Name: _____
Street Address: _____
City: _____ State _____ Zip _____
2. The Agreement Holder named on the front of this agreement must sign here: _____
3. Enclose a check or money order in the amount of \$50.00 payable to Century Automotive Service Corporation.
4. Enclose proof of transfer of ownership (Bill of Sale, Registration, etc.).
5. Send this original Agreement, proof of ownership transfer, and your payment, to Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM 87190-3809.

NOTE: The transfer will be recorded, and the original Agreement will be mailed to the new owner.

LIMIT OF LIABILITY

1. **Tire and Wheel Coverage Per Repair or Replacement Visit-** Our Liability for any one (1)-repair or replacement visit shall in no event exceed one-thousand (\$1000) dollars (not including tax or any other covered fee).
2. **Agreement Aggregate –** The total of all benefits paid or payable while this Agreement is in force shall not exceed four thousand (\$4000) dollars (excluding tax, title and license fees). If You are the Second Agreement Holder, (i.e. this Agreement was transferred to You under the Transfer Provisions contained herein), the total of all benefits payable under this Agreement is limited to four thousand (\$4000) less the total amount of claims paid prior to the date of transfer. A copy of the Bill of Sale may be requested for verification.

IMPORTANT CONTRACT PROVISIONS

ADMINISTRATOR OBLIGOR: Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM 87190-3809, 1-877-793- 7123. This is a Contract between You and the Administrator Obligor. The Administrator Obligor's performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH 43218-2579, Telephone 1-508-943-9000. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with American Commerce Insurance Company at the address listed above.

Purchase of this Agreement is not required in order to purchase or obtain financing for the vehicle.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

If this **Agreement** was purchased in any of the following states, the **Agreement** is amended as indicated after each state. The **Administrator** of this **Agreement** makes diligent effort to include all state notices as they become effective, but in cases where a state's notice is not present on this printing of the **Agreement**, State Law will take precedence over the terms and conditions of this **Agreement**.

Alabama: **CANCELLATION OF YOUR AGREEMENT** is amended by addition of the following:

If this **Agreement** is originally delivered to **You** at the time of sale, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was delivered to **You**. If this **Agreement** was delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was received by **You**. If **You** return this **Agreement** to **Us** within the first thirty (30) days and no claims have been made under the **Agreement**, this **Agreement** shall be void and **We** will refund to **You** the full Purchase Price. The right to void this **Agreement** as described is not transferrable and shall apply only to the original **Agreement** purchaser, and only if no claim has been made prior to the **Agreement's** return to **Us**.

If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund **You** an amount of the **Agreement** Purchase Price, prorated by the ratio of in-force days remaining as compared to the original **Agreement** term, and less any claims incurred or paid. All pro rata cancellations are subject to an administrative fee of twenty-five dollars (\$25.00). Any refund due to **You** may be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to **You**. A penalty of ten percent (10%) per month shall be added to any refund that is not paid or credited within forty-five (45) days after the **Agreement** is returned to **Us**.

Arizona: **CANCELLATION** is amended to include the following: To cancel **Your** policy, contact the Obligor, Century Automotive, at 1-877-778-3437. No claim incurred or paid will be deducted from the amount of the cancellation refund. The pro-rata refund is provided after deducting for the cancellation fee associated with the cancellation. The cancellation shall only include only a cancellation fee or a cancellation penalty, but it shall not contain both. In the event of cancellation after the first thirty (30) days, the cancellation fee shall not exceed 10% of the purchase price of the service contract or \$50, whichever is less. **Your Agreement** may not be canceled due to acts or omissions of the service company, assignees, or sub-contractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner; parts or components repaired or replaced under the Service Agreement may not be excluded; this **Agreement** cannot be canceled or voided by the service company or its representatives for Pre-Existing Conditions, prior use or unlawful acts relating to the product, misrepresentation by either the service company or its sub-contractors, ineligibility for the program, including gray market, high performance, and GM diesel autos. **NOTICE TO CONSUMERS:** All Exclusions shall ONLY apply to occurrences "after the Agreement start date" or "while owned by You." **ARBITRATION** is amended to include the following: The Arbitration clause does not preclude an Arizona Customer's right to file a complaint with the Arizona Department of Insurance and Financial Institutions Consumer Protection Division for relief under the provisions of Arizona Revised Statutes (ARS) §§ 20- 1095.04 and/or 20-1095 .09.

Arkansas: **NOTICE TO CONSUMERS:** Purchase of this Service Agreement is not required in order to purchase or obtain financing for a motor vehicle. **CANCELLATION:** The Provider shall mail a written notice to the Contract Holder within fifteen (15) days of the date of termination in the event the Provider terminates the Service Contract. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, material misrepresentation by the Contract Holder to the Provider, or a substantial breach of duties by the Contract Holder relating to the covered product or its use. A pro-rata refund of the unearned portion of the provider fee less the amount or value of any claims paid shall accompany the notice unless cancellation is for nonpayment. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the Service Contract to the Provider.

California: **OBLIGOR CALIFORNIA LICENSE NUMBER: 0C88598 INSURANCE STATEMENT:** This is an **Agreement** between **You** and the **Administrator Obligor**. The **Obligor's** performance to you under this **Agreement** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after **your** request. The name and address of the insurance company is: American Commerce Insurance Company, 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph: 1-877-778-3450. If **You** are not satisfied with the insurance company response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Website (www.insurance.ca.gov). **CANCELLATION** is amended with the following: **You** may cancel this **Agreement** at any time by notifying the Selling Dealer or **Administrator** in writing of **Your** intent to cancel. If this **Agreement** is canceled within the first sixty (60) and no claims have been filed, **You** will receive a full refund. If the **Agreement** holder elects cancellation after the first sixty (60) days, the **Administrator** may retain a cancellation fee of ten (10%) percent of the price of the Agreement or twenty-five dollars (\$25.00), whichever is less. And if this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **Your**

refund will be determined by multiplying the amount **You** paid for this **Agreement** by the lesser of the ratio determined by the number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or the miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**. If there is no lien holder, the calculated refund will be paid to **You**. If there is a lien holder, the calculated refund will be paid to the lien holder. **NOTICE TO CONSUMERS** is amended to include the following: In the event of a claim arising in California, the proper venue for litigation shall be in California. **ARBITRATION** is amended by the following: Any controversy or claim arising from or relating to this contract or the breach thereof shall be settled by arbitration administered by the American Arbitration Association under its applicable local procedures for Consumer Disputes, under the Consumer Arbitration Rules (www.adr.org): The arbitration shall: (1) be a location near the purchaser's residence; (2) incorporate the California Consumers Legal Remedies Act as applicable and (3) require the obligor to pay the Purchaser's portion of the filing fee if the purchaser is indigent, as defined under California Code of Civil Procedure. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Colorado: The **Administrator Obligor's** performance under this Contract is insured by an insurance policy (**Policy Number: USA-001 XOL**) issued by **American Commerce Insurance Company**, 3590 Twin Creeks Dr., Columbus, OH 43218-2579 Telephone 1-877-778-3450. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with American Commerce Insurance Company at the address listed herein.

Connecticut: **NOTICE TO CONSUMERS** Pursuant to Connecticut General Statutes 42-260(c)(5)(F), this **Agreement** does not provide in-home service. Transportation of a vehicle is addressed by any portion of the **Agreement** which may provide roadside assistance. **ARBITRATION** is amended by the following: 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 the 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. **AGREEMENT PERIOD** is amended to include the following: If the term of this **Agreement** is less than one (1) year, the Agreement term shall be automatically extended while any repairs covered under the Agreement are being done and the Vehicle is in the custody of the Repair Facility. **CANCELLATION** is amended to include the following: If the Agreement Holder returns the Vehicle or the Vehicle is sold, lost, stolen, or destroyed, the Agreement Holder may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**. The Agreement Holder may continue coverage and avoid cancellation for nonpayment if payment in full is made prior to the effective date of the cancellation.

Georgia: The following disclosure(s) are added to this **Agreement**:

This **Agreement** is not an insurance contract.

WHAT IS NOT COVERED is amended by the following:

C. Damage, failure or loss due to negligence, abuse or misuse, known by **You**, or rising out of or related to a collision or upset, railroad crossing, vandalism, or where age or condition of the tire results in damage, failure or loss.

M. Pre-existing conditions, known to You, are not covered under this Agreement.

CANCELLATION is deleted and replaced with the following:

CANCELLATION OF YOUR AGREEMENT: **You** may cancel this **Agreement** at any time. To cancel, **You** must submit a written request to the Seller or directly to **Us**. If **You** cancel this **Agreement**, **You** will receive a full refund of the Purchase Price. If you cancel this **Agreement** after the first sixty (60) days, **You** will receive a pro-rata refund, less a cancellation fee of ten percent (10%) of the pro rata refund or twenty-five dollars (\$25.00), whichever is less. The pro-rata refund will be based on elapsed time and less any claims paid. If **We** do not provide **Your** refund within forty-five (45) days of the effective date of cancellation, a penalty in the amount of ten percent (10%) of the unearned **Agreement** Purchase Price will be added to **Your** refund for each month the refund remains unpaid.

CANCELLATION BY ADMINISTRATOR: Unless this Agreement states that, "This Agreement is non-cancelable by the Administrator," the following provisions apply. We, as the **Administrator Obligor**, may only cancel this **Agreement** for fraud, material misrepresentation or nonpayment. **We** will mail a thirty (30) day written notice of cancellation to **You** in the event **We** cancel this **Agreement**. In the instance that **We** cancel this contract, **Your** refund will be issued on a pro rata basis and less any claims paid.

CANCELLATION BY LIENHOLDER: The lienholder may only cancel this **Agreement** due to repossession, total loss, or theft of the **Vehicle**.

Idaho: **NOTICE TO CONSUMER:** Coverage afforded under this motor Vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois: **CANCELLATION** is amended to include the following: If the Contract holder elects to cancel after the first thirty (30) days, the administrator may retain a cancellation fee not to exceed the lesser of 10% of the Vehicle Service Contract price or fifty dollars (\$50.00). **NOTICE TO CONSUMERS:** The Administrator Obligor is Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM 87190-3809, 1-877-778-3437.

Indiana: **NOTICE TO CONSUMERS: THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.** Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the insurance company, which guarantees our obligation to you, providing such insurance was in effect at the time you purchased this Contract. The Administrator Obligor's performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH 43218-2579, Telephone 1-508-943-9000. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim and/or a claim for a refund with American Commerce Insurance Company at the address listed above.

Iowa: **NOTICE TO CONSUMERS:** If **You** have any questions regarding this Contract, **You** may contact the Administrator by mail or by phone. If **You** have problems or questions about this Agreement, **You** may contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. **CANCELLATION** is amended to include the following: The Administrator is primarily responsible for providing any refund to **You**, which **You** may be entitled under this **Agreement**. Also, ten percent (10%) penalty will be added each month to the cancellation refund not paid to the holder within thirty (30) days of the return of the Service Agreement to the **Administrator**. If the service contract holder cancels the service contract, the service company shall mail a written notice of termination to the service contract holder within fifteen (15) days of the date of the termination."

Louisiana: **CANCELLATION** is amended by the following: In the event, Your Vehicle is repossessed, declared a total loss, or, You give notice of cancellation, the Agreement shall terminate. You may cancel this **Agreement** at any time by notifying the Administrator in writing of Your intent to cancel. You must also send the Administrator this **Agreement** and a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle at the date of the request. If Service Drive Sale is selected on the Information Page, coverage will be extended for thirty (30) days from the expiration of the term selected as well as the cancellation terms. If this **Agreement** is canceled within thirty (30) days of the Sale Date. We will refund the full amount of the Cost of the Agreement. If the **Agreement** is canceled after the first thirty (30) days the refund will be made on an amount of the Agreement charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a fifty-dollar (\$50.00) dollar administrative fee. In the event of cancellation, the Lienholder, if any, will be named on the refund check. **INSURANCE STATEMENT:** Our obligations are guaranteed by an insurance policy. In the event that We cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, You may file a claim directly with American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH 43218-2579.

Maine: The Administrator Obligor's performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH 43218-2579, Telephone 1-508-943-9000. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim and/or a claim for a refund with American Commerce Insurance Company at the address listed above. **CANCELLATION** is amended to include the following: A monthly penalty equal to ten percent (10%) of the returned amount will be added to any refund that is not paid or credited to You within forty-five (45) days after Our receipt of a cancellation request from You. **CANCELLATION BY THE PROVIDER: (IF THIS AGREEMENT STATES, "This Agreement is Non-cancelable by the Administrator" or something similar, THEN PLEASE DISREGARD THE FOLLOWING AS IT DOES NOT APPLY TO YOU)** The Provider of the Service Contract shall mail a written notice to You at Your last known address at least fifteen (15) days prior to the cancellation by the Provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If the Service Contract is canceled by the Provider for a reason other than nonpayment of the provider fee, the Provider shall refund to You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. **CANCELLATION BY THE SERVICE CONTRACT HOLDER:** A Service Contract Holder may return the Service Contract within the applicable time period, if no claim has been made under the Service Contract prior to its return to the Provider, the Service Contract is void and the Provider shall refund to the Service Contract Holder or lienholder if the service contract holder has financed the purchase of the service contract the full provider fee and any sales tax refund required pursuant to state law. A monthly penalty equal to ten percent (10%) of the unearned Provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Provider. After the applicable time period, a Service Contract holder may cancel the Service Contract and the Provider shall refund to the service contract holder one hundred percent (100%) of the unearned pro rata Provider fee, less any claims paid. An Administrative fee of ten percent (10%) of the Provider fee paid by the Service Contract Holder may be charged by the Provider.

Maryland: The following disclosure(s) are added to this **Agreement**:

The repair of a malfunction or defect covered under this **Agreement** shall include the cost of the teardown and the cost of diagnosing the malfunction or defect.

You are entitled to make a direct claim against the Provider's insurer upon the Provider's failure to pay any claim, make any refund or any consideration due within sixty (60) days after the proof is filed with the Provider.

TERM is amended by addition of the following:

This **Agreement** shall be automatically extended if the Provider fails to perform the services under the **Agreement**. This **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**.

CANCELLATION is amended by addition of the following:

If this **Agreement** is originally delivered to You by mail, You may cancel this **Agreement** within twenty (20) days after the **Agreement** was received by You and receive a full refund of the **Agreement** Purchase Price, provided no claim has been made under the **Agreement**. The Provider shall issue Your refund within forty-five (45) days of the cancellation notification. If the Provider does not provide Your refund within forty-five (45) days, a penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to the refund.

ARBITRATION is amended by addition of the following:

You may file an action in any court of competent jurisdiction if We breach any of Our duties under Title 14, subtitle 4 of the Maryland Commercial Law Article.

Massachusetts: The Dealer is the Obligor in Massachusetts. Chapter 90 Section 7N174 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles. **NOTICE TO CONSUMERS:** Purchase of this **Agreement** 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.

Minnesota: **NOTICE TO CONSUMERS:** Section 325F.662 of the Minnesota Statutes requires the selling dealer to provide you with an express warranty of 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 dealer. Any loss covered under the 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 dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this Contract. **CANCELLATION** is amended to include the following: The Provider of the Service Contract shall mail a written notice of the contract holder at the last known address of the Service Contract Holder at least fifteen (15) days before cancellation by the provider. Five days' (5) notice is required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation by the service contract holder to the provider, or a substantial breach of duties by the service contract holder relating to the covered product or its use. The notice must state the effective date of the cancellation and the reason for the cancellation. If You, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return. The thirty (30) day "free look period" is not transferable and shall apply only to the original Agreement purchaser.

ARBITRATION is amended to include the following: The venue for any arbitration is required to be in Minnesota.

Mississippi: **CANCELLATION OF YOUR AGREEMENT** is amended by addition of the following:

CANCELLATION BY YOU: If this **Agreement** is originally delivered to You at the time of sale or by mail, You may cancel this **Agreement** within thirty (30) days after the **Agreement** was delivered or mailed to You. If You return this **Agreement** to Us within the first thirty (30) days and no claims have been made under the **Agreement**, the **Agreement** shall be voided and We will refund to You the full Purchase Price. A penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to Us. The right to void this **Agreement** as described previously is not transferable, applies only to You, and is allowed only when no claim has been made under the

Agreement prior to its return to **Us**. If **You** cancel this **Agreement** after the first thirty (30) days, or if a claim was made under **Your Agreement** during that time period, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid and less an administrative fee of fifty dollars (\$50.00) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less.

CANCELLATION BY PROVIDER: Unless this **Agreement** states, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. **We** may only cancel this **Agreement** for nonpayment of the **Agreement** Purchase Price, material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. In the event that we cancel this **Agreement** for a reason other than nonpayment, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid. **We** are not required to deduct the amount of any claims paid under an **Agreement** from the amount of a required refund.

ARBITRATION is deleted in its entirety.

Missouri: CANCELLATION is amended to include the following: The Service Contract Holder has a free look period of at least thirty (30) business days of the mailing date of the Service Contract or the contract date if the service contract is executed and delivered at the time of sale or within a longer time period permitted under the contract. If no claim has been made under the contract and the contract is returned, the contract is void and the provider shall refund to, or credit to the account of, the Contract Holder the full purchase price of the contract. If a claim has been made under the contract during the free look period and the contract is returned, the provider shall refund to, or credit to the account of, the contract holder the full purchase price less any claims that have been paid. The applicable free-look time periods on service contracts shall apply only to the original service contract purchaser. Subsequent to the free look period, the Service Contract Holder may cancel the contract at any time and the provider shall refund to, or credit the account of, the Service Contract Holder one hundred percent of the unearned pro rata provider fee, less any claims paid. After the free look period, a reasonable administration fee of fifty dollars (\$50) may be surcharged by the Provider. In Missouri, a notice of CANCELLATION/termination will be mailed to **YOU** within forty-five (45) days of the date of termination. If **You**, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return. The thirty (30) day "free look period" is not transferable and shall apply only to the original **Agreement** purchaser.

Nebraska: ARBITRATION Chapter 25, Section 25-2602.01 of the Nebraska Code prohibits final and binding arbitration. Therefore, any proceedings and decisions will comply with the Nebraska Uniform Arbitration Act. Nebraska law will be applicable to any Contract issued in Nebraska. Pursuant to Neb. Rev. Stat. 44-3523(1): The insurer will pay on behalf of the motor vehicle service contract provider all sums which the provider is legally obligated to pay in the performance of its contractual obligations under the motor vehicle service contracts issued or sold by the provider.

New Hampshire: NOTICE TO CONSUMERS: If you have any questions regarding this Contract, **You** may contact the Administrator by mail or by phone. Please refer to the application for the Administrator's address and toll-free number. In the event that **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street-Suite 14, Concord NH 03301, phone (603)271-2261. **ARBITRATION** is amended by the following: This arbitration provision is subject to New Hampshire Revised Statutes Annotated Chapter 542.

New Jersey: CANCELLATION is amended to include the following: The conditions governing the cancellation of the service contract by the service contract holder, which shall: (1) permit the contract holder, if the contract holder makes no claim arising under the contract, to cancel the contract: (a) within 30 days of receipt of the contract, or a longer period specified in the contract, if delivered at the time of purchase; or (b) within 30 days of the date of the contract was sent to the contract holder, or a longer period specified in the contract, if not delivered at the time of purchase; and (2) if cancelled within the time period specified in subparagraph (a) or (b) of paragraph (1) of this subsection, require the provider to provide the contract holder with the full purchase price or amount paid on the contract by refund or credit to the account of the contract holder, and to additionally pay the contract holder a 10% per monthly penalty, based upon the purchase price of the contract, if the refund or credit is not completed within 45 days of the cancellation of the contract.

New Mexico: CANCELLATION The cancellation section of this **Agreement** is amended to include the following: There shall be no cancellation fee for the agreement holder for cancellation of the Agreement by the lienholder or the administrator provider. The administrator provider shall provide a fifteen (15) day notice of cancellation to the Agreement Holder for cancellation by the Administrator Provider or lienholder for nonpayment. The Administrator Provider shall charge a cancellation fee not to exceed ten percent (10%) of the Agreement purchase price after the full refund period or seventy five dollars (\$75), whichever is less. If the administrator provider fails to refund the purchase price or credit the account of the agreement holder within sixty (60) days after the Agreement is cancelled, the administrator provider shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty-day period or portion thereof that the refund and any accrued penalties remain unpaid. This service contract is insured by American Commerce Insurance Company. If the service contract provider fails to pay **You** or otherwise provide **You** with the covered service within 60 days of your submission of a valid claim, **You** may submit **Your** claim to American Commerce Insurance Company at 1-877-778-3450, claimsmail@mapfreusa.com or 3590 Twin Creeks Dr, Columbus, OH. 43218-2579. If **You** have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

New York: CANCELLATION is amended to include the following: If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the date the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** price provided no claim has been made under the **Agreement**. A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the receipt of the cancellation request.

Nevada: The following disclosure(s) are added to this **Agreement**:

If **You**, the **Agreement** Holder, are not satisfied with the manner in which the **Provider** handles a claim, **You** may contact the Nevada Commissioner of Insurance at (888) 872-3234, or on the Nevada Department of Insurance's website (www.doi.nv.com).

This **Agreement** is non-renewable.

CANCELLATION is revised by addition of the following language, which supersedes any similar cancellation language in the contract:

CANCELLATION BY YOU: You may request to cancel this **Agreement** at any time. If **You** return this **Agreement** within thirty (30) days of the date this **Agreement** and if no claim has been made under this **Agreement** prior to its return to the **Provider**, this **Agreement** is void and the **Provider** shall refund to **You** the full Purchase Price of this **Agreement**. If the **Agreement** is canceled after the first thirty (30) days or a claim has been filed, the **Provider** will refund the unearned **Agreement** Purchase Price, calculated on a pro rata basis and based on the remaining number of in-force days as compared to the **Agreement's** original term, less a twenty-five dollar (\$25.00) cancellation fee. In the event of cancellation, the lienholder, if any, will be named on the refund check. The **Provider** shall refund the Purchase Price of the **Agreement** to **You** within forty-five (45) days after the Effective Date of cancellation. If the **Provider** does not issue **Your** refund within forty-five (45) days of the Effective Date of cancellation, a penalty of ten percent (10%) of the **Agreement** Purchase Price per thirty (30) days will be added to **Your** refund.

CANCELLATION BY THE PROVIDER: (IF THIS AGREEMENT STATES, "This Agreement is Non-cancelable by the Administrator" or something similar, THEN PLEASE DISREGARD THE FOLLOWING AS IT DOES NOT APPLY TO YOU) The **Provider** may cancel this **Agreement** for any reason within the first thirty (30) days after the **Agreement** date. If no claims have been made, the **Provider** will refund the full Purchase Price of this **Agreement**. After the first thirty (30) days, the **Provider** may only cancel this **Agreement** for the following reasons: (1) failure by **You** to pay the Purchase Price; (2) **Your** conviction of a crime which results in an increase in the service required under the **Agreement**; (3) fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim; (4) an act of omission by **You** or **Your** violation of any condition of the **Agreement** which occurred after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**; or (5) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Agreement** was sold. If the **Provider** cancels this **Agreement**, a written notice of cancellation will be mailed to **You** at least fifteen (15) days prior to the Effective Date of cancellation. No cancellation fee will be charged, but the **Provider** may deduct from **Your** refund any outstanding balance on **Your** account from the amount of the Purchase Price that is unearned by the **Provider**.

WHAT IS NOT COVERED is amended by addition of the following:

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

TRANSFER Item 3. is deleted and replaced with the following:

3. Enclose a check or money order in the amount of \$25.00 payable to Century Automotive Service Corporation.

North Carolina: **CANCELLATION** is amended with the following: In the event, the covered Vehicle is repossessed, declared a total loss, or, **You** give notice of cancellation, the **Agreement** shall terminate. To initiate a cancellation, submit written notification immediately to the Selling Dealer or Administrator including the following: 1) the Agreement Number 2) Vehicle Identification Number 3) a signed notarized statement certifying the current Vehicle odometer reading. **You** will be entitled to a full refund of the Agreement Price if **You** provide written notice of cancellation to the Selling Dealer or **Us** within the first thirty (30) days after the Agreement Purchase Date, and if **You** have not filed a claim under this Agreement. If **You** provide a written notice of cancellation to the Selling Dealer or **Us** after the first thirty (30) days after the Agreement Purchase Date, **You** will be entitled to a pro-rated refund of the Agreement price based on the number of days the Agreement was in force compared to the total time specified in the **Agreement**, less a cancellation fee equal to the lesser of \$50.00 or ten percent (10%) of the amount of the pro-rated refund and the amount of claims paid under this **Agreement**.

Ohio: This contract is not insurance and is not subject to the insurance laws of this state. The Administrator Obligor's performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH 43218-2579, Telephone 1-508-943-9000. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim and/or a claim for a refund with American Commerce Insurance Company at the address listed above.

Oklahoma: The following disclosure(s) are added to this **Agreement**:

The **Obligor** of this **Agreement** is Century Automotive Service Corporation, P.O. Box 3809, Albuquerque, NM 87190-3809. Century Automotive Service Corporation's Oklahoma Service Warrantor Association license number is **44199013**.

This **Agreement** is not insurance, and coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association.

This **Agreement** is not issued by the manufacturer or wholesale company marketing this product, nor will this **Agreement** be honored by such manufacturer or wholesale company.

TERM is amended by addition of the following:

If the term of this **Agreement** is less than one (1) year, the **Agreement** term shall be automatically extended while the **Vehicle** is in the custody of the Repair Facility and any repairs covered under the **Agreement** are being completed.

CANCELLATION is amended by addition of the following:

In the event of cancellation, the lienholder, if any, shall be named on the refund check, and, in the event of cancellation upon repossession, the sole payee.

CANCELLATION BY YOU: If **You** cancel this **Agreement** within thirty (30) days of the Sale Date, **We** shall refund the full **Agreement** Purchase Price. If **You** cancel this **Agreement** after the first thirty (30) days, **Your** refund shall be based upon one hundred percent (100%) of the unearned pro rata Purchase Price, less any claims paid and less a service charge of ten percent (10%) of the Purchase Price or fifty dollars (\$50.00), whichever is less.

CANCELLATION BY ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. If **We** cancel this **Agreement**, **We** shall refund one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less the actual cost of any service provided under this **Agreement**.

Oregon: **CANCELLATION** is amended to include the following: Authorized claims will not be deducted from a refund. **ARBITRATION** is amended by the following: Chapter 36 of the Oregon Revised Statutes – 2009 Edition prohibits final and binding arbitration unless mutually agreed upon by both parties. Therefore, any proceedings and decisions will comply with the Oregon Arbitration Act. Oregon law will be applicable to any Contract issued in Oregon. **EMERGENCY REPAIRS:** If emergency repairs covered by this Agreement are required outside the Selling Dealer's or **Administrator's** business hours, **You** should deliver **Your Vehicle** to a Licensed Repair Facility and have the necessary repairs performed at a reasonable and customary charge. **You** must report the emergency repairs to the **Administrator** on the next business day that **Administrator** is open. To report an emergency repair and obtain a reimbursement, please call 1 (877) 778-3437 for instructions. Emergency repairs are only those repairs, which, if not performed, would render **Your Vehicle** inoperable or unsafe to drive and impair its future operation. **ROADSIDE ASSISTANCE:** We have contracted with Brickell Financial Services-Motor Club, Inc. dba Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601 Miami, FL 33126, to provide roadside assistance on **Our** behalf. Should **You** experience any difficulty or have any questions concerning Roadside Assistance, please contact Century Automotive Service Corporation at (877) 778-3450 or (888) 338-0389.

South Carolina: **NOTICE TO CONSUMERS:** Any unresolved complaints or questions about this **Agreement** may be addressed to the South Carolina Department of Insurance 1201 Main Street, Ste. 1000, Columbia. SC 29201, (800) 768-3467. **CANCELLATION** is amended to include the following: If **You**, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return. The thirty (30) day "free look period" is not transferable and shall apply only to the original Agreement purchaser. If this **Agreement** is originally

delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the date the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** price provided no claim has been made under the **Agreement**. The right to void the **Agreement** as provided is not transferable and shall apply only to the original **Agreement** purchaser and only if no claim has been made prior to its return to the Provider.

Texas: CANCELLATION is amended to include the following: Pursuant to Section 1304.1581, the cancellation section of this Contract is amended to include the following: (a) Service Contract Holder may cancel the service contract at any time and for any reason. (b) If a service contract holder cancels a service contract before the thirty-first (31st) day after the date of purchase, the provider: (1) shall refund to the service contract holder or credit to the account of the service contract holder the full purchase price of the contract, decreased by the amount of any claims paid under the contract; and (2) may not impose a cancellation fee. (c) If a service contract holder cancels a service contract on or after the 31st day after the date of the purchase, the provider: (1) shall refund to the service contract holder or credit to the account of the service contract holder the prorated purchase price of the contract reflecting the remaining term of the contract, based on the mileage, time or another reasonably applicable measure of the remaining term that must be disclosed in the contract, decreased by the amount of any claims paid under the contract; and (2) may impose a reasonable cancellation fee of fifty dollars (\$50). (d) A provider who does not pay the refund or credit the service contract holder's account before the forty-sixth (46th) day after the date notice of cancellation is received by the provider is liable to the service contract holder for a penalty for each month an amount remains outstanding equal to 10 percent of the amount outstanding. The penalty is in addition to the full or prorated purchase price of the contract that is owed to the service contract holder under this section or the terms or the contract. Pursuant to Section 1304.159, the cancellation section of this Contract is amended to include the following (**IF THIS AGREEMENT STATES, "This Agreement is Non-cancelable by the Administrator" or something similar, THEN PLEASE DISREGARD THE FOLLOWING AS IT DOES NOT APPLY TO YOU**): (a) A Provider may cancel a Service Contract by mailing a written notice of cancellation to the Service Contract Holder. The Provider must mail the notice before the fifth day preceding the effective date of the cancellation. (b) The Provider is not required to provide prior notice of cancellation if the Service Contract is canceled because of: (1) nonpayment of the consideration of the contract; (2) fraud or a material misrepresentation by the service contract holder to the Provider; or (3) a substantial breach of a duty by the Service Contract Holder relating to the covered product or its use. (c) A Service Holder whose contract is canceled by the Provider in accordance with this section is entitled to a prorated refund of the purchase price of the contract reflecting the remaining term of the contract, as prorated by time or mileage, decreased by the amount of any claims paid under the contract. A provider who cancels a contract under this section may not impose a cancellation fee. **NOTICE TO CONSUMERS:** Any unresolved complaints or questions concerning the regulation of Service Agreement providers may be addressed to Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, Telephone (800) 803-9202 or (512) 463-6599. If a covered service is not provided to You, the Service Contract Holder before the 61st day after the date of proof of loss; or a refund or credit is not paid before the 46th day after the date on which the Service Contract is cancelled by You, the Service Contract Holder, then You may apply for reimbursement directly with the American Commerce Insurance Company at 3590 Twin Creeks Dr, Columbus, OH 43218-2579, Telephone 1-508-943-9000.

Utah: The following disclosure(s) are added to this **Agreement**:

This **Agreement** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association.

You may purchase this **Agreement** through payment up front or through installment payments.

If the **Administrator Obligor** fails to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, **You** may file a claim with **American Commerce Insurance Company** at the address listed herein.

ANY MATTER IN DISPUTE BETWEEN **YOU** AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

CLAIMS PROCEDURE is amended by addition of following:

Emergency Repair means any breakdown that occurs outside of normal business hours.

Failure to give any notice or file any proof of loss required by the **Agreement** within the time specified in the **Agreement** does not invalidate a claim made by **You** if **You** show that it was not reasonably possible to give the notice or file proof of loss within the prescribed time.

CANCELLATION is amended by addition of the following:

CANCELLATION BY THE ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. **We** may cancel this **Agreement** for the following reasons: (a) nonpayment of the **Agreement** Purchase Price; (b) material misrepresentation related to the **Vehicle**; (c) substantial change in the risk assumed, unless **We** could reasonably foresee the change or contemplated the risk when entering into this **Agreement**; or (d) substantial breaches of contractual duties, conditions, or warranties by **You** relating to the **Vehicle**. If **We** cancel this **Agreement** for a reason other than nonpayment, **We** shall send written notice to **You** at your last known address with at least thirty (30) days' notice of such cancellation. If **We** cancel this **Agreement** for nonpayment, a ten (10) day notice of cancellation shall be mailed to **You** at **Your** last known address.

Vermont: NOTICE TO CONSUMERS: To file a claim call the Administrator Toll Free 1-877-778-3437. **CANCELLATION:** The original **Service Contract Holder** may return the **Vehicle Service Agreement** within thirty (30) days of receipt of the **Vehicle Service Agreement** if no claim has been made under the contract and to obtain a refund of the full purchase price of the contract. The **Service Contract Holder** shall receive a copy of the **Vehicle Service Agreement** within fourteen (14) days of the date of sale unless a copy of the **Vehicle Service Agreement** terms and conditions are provided to the **Service Contract Holder** at the point of sale, then **We** shall provide or mail the **Vehicle Service Agreement** to **You** within a reasonable period of time.

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

Washington: The following disclosure(s) are added to this **Agreement**:

The **Administrator Obligor's** performance under this **Agreement** is insured under an insurance policy (policy number USA-001 XOL) issued by **American Commerce Insurance Company**, 3590 Twin Creeks Dr., Columbus, OH 43218-2579; ph. 1 (877) 778-3450. You may file a claim with American Commerce Insurance Company at the address or phone number listed above.

The implied warranty of merchantability on the **Vehicle** is not waived if the **Agreement** has been purchased within ninety (90) days of the Purchase Date of the **Vehicle** from a provider or service **Agreement** seller who also sold the **Vehicle** covered by this **Agreement**.

Pursuant to Washington Case Law as described in Bulletin 79-4, **You** are entitled to complete reimbursement for loss before **We** are entitled to subrogation proceeds.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: All pro rata cancellations are subject to a cancellation fee of either twenty-five dollars (\$25.00) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less. If **We** do not issue **Your** refund within thirty (30) days of the Effective Date of cancellation, a penalty of ten percent (10%) of the **Agreement** Purchase Price per thirty (30) days will be added to **Your** refund.

CANCELLATION BY ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provision(s) apply. This **Agreement** is not cancellable by the **Administrator** after sixty (60) days from the date of purchase, except in the case of fraud of material misrepresentation by **You**. If **We** cancel this **Agreement**, there shall not be a processing fee.

By initialing below, **You** acknowledge that **You** have read, understand, and agree to the terms and conditions of this **Agreement**, and that **You** have reviewed with the Selling Dealer the following sections of this **Agreement**:

- (a) **Term**
- (b) **Agreement Benefits**
- (c) **What Is Not Covered**
- (d) **Claims Procedure**
- (e) **Cancellation**
- (f) **Transfer**
- (g) **Limit of Liability**
- (h) Washington state-specific disclosure, under **Special State Requirements and Disclosures**

Customer Initials

Wisconsin: The following disclosure(s) are added to this **Agreement**:

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

Roadside Assistance Benefits are provided by **Brickell Financial Services Motor Club, Inc.** Reimbursement of food spoilage loss is prohibited.

If a covered claim is not paid within sixty (60) days after proof of loss is filed with the **Us**, or if **We** become insolvent or otherwise financially impaired, **You** may file a claim directly with **Our** service contract reimbursement insurer, **American Commerce Insurance Company**, for reimbursement, payment, or provision of a covered service.

DEFINITIONS is amended by addition of the following:

We, Us, or Our means the entity who is obligated to perform under this **Agreement** (the "Administrator Obligor"). The Administrator Obligor of this **Agreement** is **Century Automotive Service Corporation**, P.O. Box 3809, Albuquerque, NM 87190-3809; ph. 1 (877) 778-3437.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If this **Agreement** is originally delivered to you at the time of sale or by mail, **You** may cancel this **Agreement** within thirty (30) days after **You** received the **Agreement** at the time of sale or the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** Purchase Price, provided no claim has been made under the **Agreement**. If **You** cancel this **Agreement** after the first thirty (30) days, **Your** refund shall be one hundred percent (100%) of the unearned **Agreement** Purchase Price, less any claims paid and less a cancellation fee of either fifty dollars (\$50.00) or ten percent (10%) of the Purchase Price, whichever is less. If **We** do not pay or credit a refund within forty-five (45) days after the **Agreement** is returned to **Us**, a penalty of ten percent (10%) of the outstanding refund, to be paid by **Us**, shall be added to **Your** refund for each month the refund remains unpaid or uncredited. In the event of a total loss of property that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, **You** shall be entitled to cancel this **Agreement** without a cancellation fee and receive a pro rata refund of the unearned **Agreement** Purchase Price, less any claims paid.

CANCELLATION BY ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. **We** may only cancel this **Agreement** for nonpayment of the Purchase Price, material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Agreement**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least five (5) days prior to cancellation of the **Agreement**. This written notice shall contain the reason for cancellation and the effective date of cancellation. If **We** cancel this **Agreement** for a reason other than nonpayment of the Purchase Price, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata Purchase Price, less any claims paid.

Wyoming: The following disclosure(s) are added to this **Agreement**:

Wyoming law will be applicable to any **Agreement** issued in Wyoming.

At the time of any disagreement, the parties may mutually agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceeding shall be conducted within the state of Wyoming and comply with the Wyoming Arbitration Act.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: **You** may cancel this **Agreement** within thirty (30) days after **You** receive the **Agreement**, either at the time of sale or by mail, and receive a full refund of the **Agreement** Purchase Price, provided no claims have been made. A penalty of ten percent (10%) per month shall be added to any refund that is not paid or credited within forty-five (45) days after the **Agreement** has been returned to **Us**. The thirty (30) day "free look period" is not transferable and shall apply only to the original **Agreement** purchaser.