



REGISTRATION PAGE

CONTRACT #EVCHR-

CONTRACT HOLDER INFORMATION							
NAME				STREET			
CITY		STATE	ZIP	TELEPHONE	HM (WK (
VEHICLE INFORMATION							
VIN				CURRENT ODOMETER READING			
YEAR	MAKE		MODEL			VEHICLE PURCHASE PRICE	
						\$	
SELLER INFORMATION							
NAME				STREET			
CITY		STATE	ZIP	TELEPHONE			
LIENHOLDER INFORMATION							
NAME				STREET			
CITY		STATE	ZIP	TELEPHONE			
CONTRACT INFORMATION							
EFFECTIVE DATE		TERM MONTHS		TERM MILES		CONTRACT PURCHASE PRICE	
						\$	
DEDUCTIBLE				If no Deductible is checked, a standard \$50 Deductible will apply.			
\$0	\$50	\$100	\$200	\$50 Disappearing	\$100 Disappearing	\$200 Disappearing	
SURCHARGES							
Business Use / Rideshare				Rental Benefit Plus \$75/Day			

THIS CONTRACT IS NOT AN INSURANCE POLICY.

The purchase of this Vehicle Service Contract, hereafter “Contract,” is optional, cancelable and is not required to purchase or register a motor vehicle, or obtain financing, credit or any equivalent. This Contract may only be purchased at the Vehicle’s point of sale, and the Contract Purchase Price may be financed with the purchase of the Vehicle.

This Contract does not cover the benefits provided under Dealer Warranties required by state law. This Contract represents the entire Contract between You and Century Automotive Services. No person has the authority to change this Contract or to waive any of its provisions. No other written or oral statements apply to this Contract.

PRE-EXISTING CONDITIONS ARE NOT COVERED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. If a claim is filed and the cause is found to be the result of a pre-existing condition, the claim will be denied.

SIGNATURES	
By signing below, I understand and agree to all of the terms and conditions described in this Contract. I understand that the purchase of this Contract is voluntary and not required for purchasing, leasing, or financing this Vehicle. This Contract does not cover any pre-existing conditions.	
Contract Holder Signature	Dealer Representative Signature
Date	Date

PRIOR AUTHORIZATION MUST BE OBTAINED PRIOR TO THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS.
Please call toll free 1-877-793-7123 for claim authorization and/or instructions.

ADMINISTRATOR OBLIGOR:
Century Automotive Service Corporation
P.O. Box 3809
Albuquerque, NM 87190
California License Number: 0C88598
1-888-338-0384

DEFINITIONS

ACTUAL CASH VALUE: The value of Your Vehicle will be determined using the current region-specific NADA value with appropriate adjustments for mileage, condition, and/or optional equipment.

ADMINISTRATOR, OBLIGOR, PROVIDER, WE, US, and OUR: Century Automotive Service Corporation, P.O. Box 3809, Albuquerque, NM 87190. Toll free 1-888-338-0384.

BREAKDOWN: The mechanical failure of any original or like replacement part covered by this Contract to perform its intended function(s) due to defects, faulty workmanship, or normal Wear & Tear, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owner's Manual.

BUSINESS USE: A Vehicle registered under a business or company name or is registered to a person who provides Rideshare services, has only one primary driver. The Business Use/Rideshare must be selected on the Registration Page. It is Your responsibility to pay for this surcharge if after initial Vehicle purchase You decide to use Your Vehicle for any Business Use/Rideshare services. If the Business Use surcharge is not paid prior to a Breakdown, and it is found that the Vehicle is being used for Business Use the claim may be denied.

CONTRACT: This Vehicle Service Contract, which You have purchased for Your Vehicle.

COST: The reasonable and customary charges for parts and labor necessary to repair or replace the Covered Parts. These charges shall not exceed the Manufacturer's Suggested Retail Price (MSRP) for parts and labor allowances derived from nationally recognized labor time allowance publications. Applicable taxes assessed to the Cost will be covered, according to the terms and conditions herein.

COVERED PARTS: This Contract will cover necessary repairs to all Your Vehicle's mechanical and electrical parts, except for those items listed under the Exclusions section in this Contract. **At Our discretion, replacement parts used in Covered Repairs/Services may include non-original equipment manufacturer parts, new re-manufactured parts, or used parts that meet the quality standards of the Repair Facility or Us.**

COVERED REPAIRS: The repairs and services covered by this Contract. The benefits and specific per Occurrence limits are stated herein. **You are responsible for any incurred expenses above the per Occurrence limits or for any non-covered benefit expenses.**

CURRENT ODOMETER: Actual mileage that is registered on the odometer of Your Vehicle on the Contract Effective Date.

DEALER: The dealership You purchased Your Vehicle and this Contract from as identified on the Registration under Dealer Information.

DEDUCTIBLE: the amount You are required to pay, as shown on the Registration, per repair visit for covered Breakdowns. You must select one of the available deductible options as Your standard Deductible. If a Deductible is not selected, the default Deductible indicated on the Registration, will apply. If you have selected a Disappearing Deductible that means you will not pay a Deductible amount on a covered repair as long as the vehicle is brought back to the Selling Dealer, if taken to any other repair facility the Deductible on the Registration will apply. The Deductible does not apply to Ancillary Benefits.

EFFECTIVE DATE: The date in which You purchased this Contract and Your coverage becomes effective. It is listed on the Registration in the Contract Information section.

FACTORY RECOMMENDED MAINTENANCE: The scheduled maintenance and service interval recommendations from the factory.

GROSS VEHICLE WEIGHT RATING (GVWR): The maximum operating weight of a Vehicle as specified by the manufacturer, including the Vehicle's chassis, body, engine, engine fluids, fuel, accessories, driver, passengers, and cargo (payload), but excluding that of any trailers.

REGISTRATION: The document that must be attached to and forms part of this Contract. It lists information regarding You, Your Vehicle and other vital information.

REPAIR FACILITY: A franchised automobile dealer or licensed repair facility.

TERM: Coverage under this Contract begins on the Effective Date and Current Odometer reading shown on the Registration. This Contract expires when the Term Months or Term Miles, as indicated in the Service Contract Information section of the Registration, have expired from the Effective Date and Current Odometer or when the Contract Limits of Liability have been met, whichever occurs first.

VEHICLE: The covered Vehicle listed in the Vehicle Information section of the Registration.

WARRANTY: Any Warranty of the Original Equipment Manufacturer (OEM), state required Dealer Warranty, or a Repair Facility's guarantee.

WEAR & TEAR: The gradual reduction in Your Vehicle's performance due to regular use, despite being properly maintained.

YOU and YOUR: The customer named as the Contract Holder on the Registration Page.

WHAT YOUR CONTRACT COVERS

Coverage under this Contract will cover all necessary repairs to Your Vehicle's Traction Battery, mechanical and electrical parts, except for those items listed in the Exclusions section of this Contract.

ADDITIONAL BENEFITS

TOWING
In the event of a Breakdown caused by a Covered Part under this Contract, We will reimburse You for reasonable towing charges up to \$80 per occurrence. Any reimbursement shall be for actual towing charges in excess of any reimbursement You may receive from the manufacturer, road club, or insurance company.

RENTAL CAR BENEFIT
During the time Your Vehicle is being repaired at a Licensed Repair Facility for the Breakdown of a Covered Part, You may qualify for rental car reimbursement of up to \$50 per day, with a 5-day maximum, not to exceed \$250 per occurrence. If You elected the Rental Benefit Plus surcharge on the Registration Page and You have a Covered Repair, You will receive a rental car reimbursement of up to \$75 per day, with a 5-day maximum not to exceed \$375. The rental vehicle must be rented from Licensed Repair Facility, or from a licensed auto rental facility. **Rental car reimbursement will not continue beyond the day that repairs are completed, and You are notified of the completion. Rental Car Benefit will not be extended for delays caused by the Licensed Repair Facility.**

TRIP INTERRUPTION
In the event of a Breakdown occurring more than 100 miles from Your home and caused by a Covered Part under this Contract, You may receive up to \$100 per day for meals and lodging, up to a maximum of 3 days and \$300. Receipts must be provided from licensed lodging locations and restaurants to qualify.

YOUR RESPONSIBILITIES

PREVENT FURTHER DAMAGE
In the event of a Breakdown, You must take immediate action to prevent further damage to the Vehicle. This Contract does not cover damage caused by continued operation of the Vehicle in a failed state or failing to timely repair a failed component.

MAINTENANCE REQUIREMENTS
In order to receive benefits under the terms of this Contract, You must have the Vehicle checked and serviced according

to the manufacturer’s recommendations and maintain verifiable receipts for the maintenance services performed. If You perform the maintenance services, then You must maintain verifiable receipts showing purchase of all parts and materials necessary to perform the maintenance services, along with a statement showing the date on which they were performed. We may require that You submit proof of maintenance services when a claim is filed and failure to do so may result in denial of coverage.

SUBROGATION

If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. IF THE BREAKDOWN IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, RECALL, OR REPAIR ADJUSTMENT (“OTHER COVERAGE”), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.

LIMITS OF LIABILITY

CONTRACT COVERAGE

In the event of Breakdown of a Covered Part, We agree to pay for or reimburse You for Covered Repairs/Services for the Cost of parts and labor, to repair or replace a Covered Part less applicable Deductible, subject to the terms, conditions, and limitations herein.

LIMITS OF LIABILITY

Per Repair Visit: Our Liability for any 1-repair visit shall not exceed the National Automobile Dealers Association (N.A.D.A). published average adjusted retail value of Your Vehicle, taking age and mileage into consideration.
Aggregate: The total of all benefits paid or payable while this Policy is in force shall not exceed the retail price You paid for Your Vehicle (excluding tax, title and license fees). If the Contract has been properly transferred to You and You are the second Contract Holder the total of all benefits payable under this Contract is limited to the National Automobile Dealers Association (N.A.D.A). published average adjusted retail value of Your Vehicle, on the date of transfer, taking age and mileage into consideration. A copy of Bill of Sale may be requested for verification.

DIAGNOSTICS COVERAGE

We will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a Covered Repair/Service, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS NOT A COVERED REPAIR/SERVICE.**

CONSEQUENTIAL DAMAGE COVERAGE

We will pay for the replacement of brake pads, belts, and hoses that are damaged and require replacement as a direct result of a Breakdown and an authorized Covered Repair/Service. This coverage includes disc brake rotors or brake drum resurfacing. **Consequential Damage to any other part(s) is expressly excluded from coverage under this Contract.**

FLUID COVERAGE

We will pay for the replacement of necessary fluids, grease, and lubricants and approved A/C gases that must be replaced in conjunction with a Covered Repair/Service. **THIS COVERAGE DOES NOT INCLUDE ANY CHARGES FOR SHOP SUPPLIES.**

EXCLUSIONS

This Contract does not provide coverage for Your Vehicle when the Breakdown or condition existed prior to the commencement of this Contract (**pre-existing conditions**) or the following (including, but not limited to): body panels; brake linings, pads and shoes, rotors and drums; bumpers; carpet; dash cover and pad; door trim, handles, fabric; filters; fluids; glass (including windshields); headliner; heating hoses, lines and tubes; hinges; interior and exterior trim and moldings (including but not limited to cup holders, ash trays, covers, and vents); lamps (back-up, fog light, side marker, and turn signal light assemblies); light bulbs; nuts, bolts, clips retainers, and fasteners; paint; rust and corrosion damage; seat covers; sheet metals; shiny metals; structural framework and welds; tires; vacuum hoses, lines & tubes; weather stripping; wheels and rims; windshield wiper blades (rubber component). Filters, hoses, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a Breakdown.

Additionally, this Contract will **NOT PAY** or reimburse You for any part or condition excluded throughout this Contract, or for:

- 1. Pre-existing conditions are not covered under this contract. Any Breakdown of a Covered Part caused by a pre-existing condition of a non-covered part, is not covered under this Contract.** Pre-existing conditions may be determined via a third party inspection at the time of loss or breakdown, if deemed necessary by the Administrator.
- 2. All components of the covered Vehicle must be functioning properly at time of sale of the covered Vehicle and this Contract. If any components are not functioning properly at time of sale of the covered Vehicle and this Contract, those will be deemed pre-existing conditions.**
- 3. Breakdowns caused by, or damage to, the Vehicle battery resulting from leaving Your Vehicle for longer than 14 days with a remaining “electric range” of less than 6 miles.**
- 4. Breakdowns caused by intentionally or negligently attempting to reduce, or contributing to the reduction of, the life of Your Vehicle’s battery.**
- 5. Any and all degradation of Your Vehicle’s battery resulting in loss of battery energy or power over time. Gradual loss of battery capacity is not considered a Breakdown and coverage will not be provided.**
- 6. Breakdowns caused by exposure of Your Vehicle’s battery to a direct flame or immersing any portion in water or other fluids.**
- 7. Neglecting to follow proper charging procedures as recommended by the manufacturer of the Vehicle and/or Vehicle charging unit.**
- 8. Breakdowns caused by using incompatible charging devices on Your Vehicle.**
- 9. Breakdowns of or damage to the charging device.**
- 10. Breakdowns caused by failing to properly charge and/or maintain Your Vehicle’s battery.**
- 11. Flooding the battery.**
- 12. Using the Vehicle as a stationary power source.**
- 13. Any damage to your Vehicle’s hardware or software, or any loss or harm to any personal information uploaded to Your Vehicle resulting from any modifications or unauthorized access to Vehicle data or software from any source or applications.**
- 14. Any reduction in battery capacity and/or performance due to Vehicle software updates.**
- 15. There is no coverage available, and We will not pay for costs to repair or replace Covered Parts that become damaged due to or related to: abnormal wear; acts of God; aesthetic damage (including but not limited to scratches, paint deterioration, dents, nicks, normal wear & tear); damage caused by or related to animals (including pets); collision and/or accident; fire; flood; leaking fluids, fuels, coolants, contamination of fluids, lubricants; mischief; misuse; natural disaster or acts of nature; neglect; overloading; overheating; riot/civil commotions; vandalism; or water intrusion.**
- 16. Any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer’s maintenance schedule or this Contract for Your Vehicle, or improper servicing by You after the purchase date of this**

Contract, or any Breakdown considered overheating or failure to protect Your Vehicle from further damage when Breakdown has occurred (continued operation).

- 17. Any repair or replacement of any covered part if a Breakdown has not occurred. Gradual reduction in operating performance is not covered unless it exceeds the published tolerances allowed by the manufacturer.
- 18. Except for vehicles with such factory equipment as documented on the Registration at the time of vehicle purchase, if any alterations have been made to Your Vehicle, or if You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including, but not limited to: the failure of any custom or add-on part, trailer hitches, engine modifications, transmission modification and/or drive axle modifications; all frame or suspension modifications; lift kits, oversized/undersized tires.
- 19. If Your odometer has ceased to operate or the odometer has been altered in any way and mileage on the odometer cannot be verified.
- 20. For property damage, physical damage, or for injury to or death of any person, arising out of the operation, maintenance or use of Your Vehicle, described in this Contract, whether or not related to the parts covered.
- 21. For loss of use, time, shop delays, profit, inconvenience, employment, or any other loss or incidental or consequential damages that results from a Breakdown.
- 22. When the responsibility for the repair is covered by another insurance policy, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Contract), or a repairer's guarantee warranty. Further, Coverage under this Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins. If a Manufacturer provides notice in which they will pay for covered repairs after We had authorized such repair, We will retain the additional rights of recovery against You. We shall be subrogated to all Your rights of recovery against any person or organization, and You shall provide reasonable cooperation as requested in order to secure such rights. You shall do nothing to prejudice such rights.
- 23. If Your Vehicle is used for towing a trailer or another vehicle or object unless Your Vehicle is equipped with factory installed or factory authorized tow package.
- 24. If Your Vehicle is used for competitive driving, taxi or livery, or snow plowing. If your vehicle is used for municipal or professional emergency or police services. If the vehicle is used to tow a trailer whose weight exceeds the manufacturers' recommendations for that Vehicle.
- 25. If the information provided by You can be verified as deceptively inaccurate.
- 26. Any repairs, replacements, or alterations not authorized by Us, except as described in the Emergency Repairs clause.
- 27. Any Breakdown caused by contaminants, foreign object, improper amount or type of fluids, lubricants, coolants or refrigerants.
- 28. Any Breakdown caused by Non-Covered parts. Any Non-Covered parts which are damaged in conjunction with a Breakdown of a Covered Part.
- 29. Repairs, retrofits, or replacement of any components required as an order for compliance by any local, state or federal law or legislation.
- 30. Gray Market vehicles or any vehicles with a salvaged or branded title.
- 31. Any Software modifications or unauthorized access to Vehicle data or software from any source or applications to enhance vehicle's speed or performance.
- 32. Breakdown of or damage to 12 Volt or Auxiliary Battery.

HOW TO MAKE A CLAIM

If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

- 1. **Prevent Further Damage:** Take immediate action to prevent further damage to Your Vehicle. This Contract will not cover the damage caused for failure to secure prompt repair of the failed Covered Part. Any damage resulting from continued operation of an impaired Vehicle will constitute failure to protect Your Vehicle and will not be covered under this Contract.
- 2. **Call Us for Instructions:** Call Us at 1-877-793-7123 for instructions BEFORE You deliver Your Vehicle to any Repair Facility.
- 3. **Provide Documentation to Repair Facility:** Provide the Repair Facility with a copy of Your Contract, and/or Your Contract Number and Our telephone number.
- 4. **Obtain Authorization:** Prior to teardown or any repair being made, instruct the service advisor at the Repair Facility to contact Us to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered. We can be contacted Monday through Friday, 6:30 a.m. to 6:00 p.m. or Saturday from 8:00 a.m. to 1:00 p.m. Mountain Standard Time at 1-877-793-7123.
- 5. **Authorize Diagnostics and/or Inspection:** In some cases, You may need to authorize the Repair Facility to inspect and/or teardown Your Vehicle in order to determine the cause and the cost of the repair. You will be responsible for these charges if the failure or component is not covered under this Contract. NOTE: You are responsible for authorizing inspection or teardown of Your Vehicle by the repair facility to determine the cause of failure. If the failure is not covered under this Contract, You will be responsible for these costs. We reserve the right to require an inspection of Your Vehicle prior to any repairs being made. IF WE REQUEST AN INSPECTION AND REPAIRS ARE MADE PRIOR TO THE COMPLETION OF AN INSPECTION, YOUR CLAIM MAY BE DENIED. YOUR CLAIM MAY BE DENIED IF WE ARE UNABLE TO VERIFY A FAILURE HAS OCCURRED AND/OR THE CAUSE OF A FAILURE. DO NOT AGREE TO HAVE REPAIRS PERFORMED UNDER THE TERMS OF THIS CONTRACT UNLESS YOU OR THE REPAIR FACILITY HAS RECEIVED AN AUTHORIZATION NUMBER FROM US.
- 6. **Review Coverage:** After We have been contacted, review what will be covered by this Contract with the service advisor or manager. YOU MUST SIGN THE COMPLETED REPAIR ORDER.
- 7. **Pay Any Applicable Deductible:** We will reimburse the Repair Facility or You for the cost of work performed on Your Vehicle that is covered by this Contract and was previously authorized, less any Deductible. Once authorization is obtained and the repair is complete, all repair orders and documentation must be submitted to Us within 30 days to be eligible for timely payment. You must also pay for any repair or service that was not covered by this Contract (including, but not limited to, shop supplies such as cleaners, rags, solvents, etc.).

EMERGENCY REPAIRS (non-business hours only): Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Policy are required outside the Our hours, You should deliver Your Vehicle to a Repair Facility and have the necessary repairs performed. On the next business day, You should report the repairs to the Us for reimbursement.

CANCELLATION

CANCELLATION BY YOU

You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 60 days of the Effective Date, We will refund 100% of the Contract Purchase Price less any paid or pending claims.

If You cancel this Contract after the first 60 days of the Effective Date, We will refund the unearned Contract Purchase Price to You, less any paid or pending claims and a cancellation fee of \$50. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused time or miles. The refund owed will be paid or credited no more than 30 days from the earlier of the date We or the Dealer receive notice of the request to cancel, or sooner if required by state law. The same refund process would be used in the event of this Contract ending, lapsing, voiding or being terminated and such action results in a refund.

CANCELLATION BY US

We may cancel this Contract during the first 60 days of the Effective Date for any reason. After 60 days of the Effective Date, We may cancel this Contract based on one or more of the following reasons:

- 1. non-payment of the Contract Purchase Price;
- 2. a material misrepresentation made by You; or
- 3. a substantial breach of duties by You relating to the Vehicle or its use.

If We cancel this Contract, We will refund 100% of the Contract Purchase Price to You.

LIENHOLDER RIGHTS

If the Lienholder cancels this Contract within the first 60 days of the Effective Date, We will refund 100% of the Contract Purchase Price less any paid or pending claims. If the Lienholder cancels this Contract after the first 60 days of the Effective Date, We will refund the unearned Contract Purchase Price, less any paid or pending claims and a cancellation fee of \$50. The unearned Contract Purchase Price will be calculated on a pro rata basis and will be the lesser of the amount determined based on unused time or miles. If a Lienholder is listed on the Registration, then the Lienholder will be named on the refund check. If the Vehicle and this Contract have been financed, the Lienholder shown on the Registration may cancel this Contract for non-payment or if the Vehicle is declared a total loss or is repossessed and has the right to receive any portion of the refund amount. This right of cancellation does not confer ownership of this Contract to the Lienholder or otherwise entitle the Lienholder to performance under this Contract.

REFUNDS

The refund owed will be paid or credited no more than 30 days from the earlier of the date We or the Dealer receive notice of the request to cancel, or sooner if required by state law.

TRANSFER

You may transfer this Contract to another owner but not to another Vehicle. To transfer this Contract, You must mail the following items to Us within 30 days of transfer of Vehicle ownership:

- 1. a completed transfer form (or a letter showing Your authorization to transfer);
- 2. a Bill of Sale to the Transferee (New Vehicle Owner) (or a letter stating the sale of the Vehicle that contains the name and address of the Transferee);
- 3. a legible copy of the front page of this Contract; and
- 4. a check for \$50 payable to Us, for the transfer fee.

The right to transfer this Contract is only afforded to the original purchaser. This Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. In the event of repossession or total loss of Your Vehicle, the rights under this Contract shall immediately transfer to the lienholder.

To request a transfer form, please contact Our Customer Service Department by calling 1-877-793-7123.

OUR OBLIGATIONS

Obligations under this Contract are insured under an insurance policy issued by American Commerce Insurance Company, 211 Main Street, Webster, MA 01570, ph. 1-877-778-3450. If the We fail to pay an authorized claim within 60 days, or if the We become insolvent or ceases to conduct business during the Term of this Contract, You may submit Your claim directly to American Commerce Insurance Company for consideration.

ARBITRATION

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the dispute. A judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration, unless the law of resident State, at the time of purchase, dictates otherwise.

STATE-SPECIFIC DISCLOSURES

ALABAMA

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If this Contract is originally delivered to You at the time of sale, You may cancel this Contract within 60 days after the Contract was delivered to You. If this Contract was delivered to You by mail, You may cancel this Contract within 60 days after the Contract was received by You. If You return this Contract to Us within the first 60 days and no claims have been made under the Contract, this Contract shall be void and We will refund to You the full Purchase Price. The right to void this Contract as described is not transferrable and shall apply only to the original Contract Holder, and only if no claim has been made prior to the Contract’s return to Us. If You cancel this Contract after the first 60 days or a claim has been filed, We will refund You an amount of the Contract Purchase Price, prorated by the ratio of in-force days remaining as compared to the original Contract term, and less any claims incurred or paid. All pro rata cancellations are subject to an administrative fee of \$25. 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 10% per month shall be added to any refund that is not paid or credited within 45 days after the Contract is returned to Us.

ARIZONA

EXCLUSIONS is amended by addition of the following:

Parts or components repaired or replaced under this Contract may not be excluded. All exclusions shall only apply to occurrences “after the Contract start date” or “while owned by You.”

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: You may cancel this Contract at any time by contacting the Obligor, Century Automotive Service Corporation, at 1 (877) 778-3437. If You request to cancel after the first 60 days, a cancellation fee will be deducted from Your pro rata refund in the amount of \$50 or 10% of the Contract Purchase Price, whichever is less. No claim incurred or paid will be deducted from the amount of Your cancellation refund. The cancellation may include a cancellation fee or cancellation penalty, but it shall not contain both.

CANCELLATION BY US: This Contract cannot be cancelled or voided by the service company or its representatives for: (a) pre-existing conditions, prior use or unlawful acts relating to the product; (b) misrepresentation by either the service company or its subcontractors; or (c) ineligibility for the program, including gray market, high performance, and GM diesel autos. This Contract may not be cancelled due to acts or omissions of the service company, assignees, or subcontractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner.

ARBITRATION is amended by addition of 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

Purchase of this Contract is not required in order to purchase or obtain financing for a motor Vehicle.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: A penalty of 10% of the Contract Purchase Price per month shall be added to a refund that is not paid within 45 days of return of the Contract to the Provider. Paid or pending claims may not be deducted from Your refund.

CANCELLATION BY US: In the event that We cancel this Contract, We shall mail a written notice of cancellation to You within fifteen (15) days of the date of termination. This notice shall state the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is: (a) nonpayment of the Contract Purchase Price; (b) material misrepresentation by You to Us; or (c) a substantial breach of duties by You relating to the Vehicle or its use.

CALIFORNIA

In the event of a claim arising in California, the proper venue for litigation shall be in California.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: You may cancel this Contract at any time by notifying the Dealer or Administrator in writing of Your intent to cancel. If this Contract is canceled within the first 60 days and no claims have been filed, You will receive a full refund. If You cancel this Contract after the first 60 days, the Administrator may retain a cancellation fee of 10% of the Contract Purchase Price or \$25, whichever is less. If this Contract is canceled after the first 60 days or a claim has been filed, Your refund will be determined by multiplying the amount You paid for this Contract by the lesser of the ratio determined by the number of in-force days remaining for the Contract compared to the original term of the Contract, or the miles of remaining coverage under the Contract as compared to the original terms of the Contract. If there is a lienholder, the calculated refund will be paid to the lienholder; otherwise, the calculated refund will be paid to You.

CANCELLATION BY US: We may cancel this Contract for any reason within the first 60 days of the Contract Purchase Date. If We cancel this Contract within the first 60 days for any reason other than nonpayment, material misrepresentation or fraud, a notice of cancellation stating the specific grounds for cancellation shall be mailed to you, with the effective date of cancellation being no sooner than 5 days from the postmark date of this notice. A refund of the full Contract Purchase Price shall be paid within 30 days of the effective date of cancellation. After the first 60 days, we may only cancel this Contract for nonpayment, material misrepresentation or fraud. If We cancel this Contract for nonpayment, a notice of cancellation stating the specific grounds for cancellation shall be mailed to You, with the effective date of cancellation being no sooner than 5 days from the postmark date of this notice. Any resulting refund shall be paid within 30 days of the effective date of cancellation. If we cancel this Contract for misrepresentation or fraud, a notice of cancellation stating the specific nature of the misrepresentation shall be mailed to You. Your refund of the unearned Contract Purchase Price shall be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused time or miles. The refund owed shall be paid within 30 days of the effective date of cancellation. In any instance of Provider cancellation, We remain liable for any claim that is covered by the Contract and was made prior to the effective date of cancellation.

OUR OBLIGATIONS is amended by addition of the following:

This is a Contract between You and the Administrator Obligor (California Obligor License Number: 0C88598). The Obligor's performance to you under this Contract is guaranteed by a California-approved insurance company: American Commerce Insurance Company, 211 Main Street, Webster, MA 01570, ph. 1 (877) 778-3450. 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 60 days after your request. 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 website (www.insurance.ca.gov).

ARBITRATION is amended by addition of 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 Contract Holder's residence; (2) incorporate the California Consumers Legal Remedies Act as applicable and (3) require the obligor to pay the Contract Holder's portion of the filing fee if the Contract Holder 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

OUR OBLIGATIONS is amended by addition of the following:

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. If a covered claim is not paid within 60 days after proof of loss has been filed, You may file a claim with American Commerce Insurance Company at 211 Main Street, Webster, MA 01570, ph. 1 (877) 778-3450.

CONNECTICUT

This Contract does not provide in-home service.

Transportation of a vehicle is addressed by any portion of the Contract which may provide roadside assistance.

If the term of this Contract is less than 1 year, the Contract term shall be automatically extended while any repairs covered under the Contract are being done and the Vehicle is in the custody of the Repair Facility.

CANCELLATION is amended by addition of the following:

If You return the Vehicle or the Vehicle is sold, lost, stolen or destroyed, You may cancel this Contract, subject to the cancellation provisions of the Contract. You may continue coverage and avoid cancellation for nonpayment if payment in full is made prior to the Effective Date of cancellation.

ARBITRATION is amended by addition of the following:

If there is a dispute regarding the terms of this 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, include 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 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

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 details description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code.

GEORGIA

This Contract is not an insurance contract.

EXCLUSIONS is amended by the following:

Pre-Existing Conditions may only be excluded if they were known to You.

Item **1** is amended to read, “Pre-Existing Conditions, known to you, are not covered under this Contract. Any Breakdown of a Covered Part caused by a pre-existing condition of a non-covered part, known to you, is not covered under this Contract.”

Item **16** is amended by the addition of, “Any Covered Part that has been misused, abused, or modified by You or with Your knowledge after the Effective Date.”

Item **19** is amended to read, “If, subsequent to the purchase of this Contract, Your odometer has ceased to operate or the odometer has been altered in any way and mileage on the odometer cannot be verified.”

CANCELLATION is amended as follows:

In instances of consumer or lienholder cancellation, the refunds owed will be paid or credited within 30 days of the date the Obligor receives the notice of the request for cancellation.

CANCELLATION BY YOU: You may cancel this Contract at any time. To cancel, You must submit a written request to the Seller or directly to Us. If You cancel this Contract within the first 60 days, You will receive a full refund of the Purchase Price. If you cancel this Contract after the first 60 days, You will receive a pro rata refund, less a cancellation fee of 10% of the pro rata refund or \$25, 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 45 days of the effective date of cancellation, a penalty in the amount of 10% of the unearned Contract Purchase Price will be added to Your refund for each month the refund remains unpaid.

CANCELLATION BY LIENHOLDER: The lienholder may only cancel this Contract due to repossession or total loss, or if the Vehicle is stolen and not recovered.

ARBITRATION is deleted in its entirety.

IDAHO

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

CANCELLATION is amended as follows:

CANCELLATION BY YOU: Paid or pending claims may not be deducted from Your refund.

ILLINOIS

CANCELLATION is amended by addition of the following:

If You elect to cancel this Contract after the first 60 days, We may retain a cancellation fee of 10% of the Contract Purchase Price or \$50, whichever is less.

INDIANA

THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.

Your proof of payment to the 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.

OUR OBLIGATIONS is amended by addition of the following:

If a covered claim or refund is not paid within 60 days, or if the Obligor otherwise fails to perform its obligations under this Contract after proof of loss has been filed, You may file a claim with American Commerce Insurance Company at 211 Main Street, Webster, MA 01570, ph. 1 (877) 778-3450.

IOWA

If You have any questions regarding this Contract, You may contact the Administrator by mail or by phone. You may also contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315, ph. 1 (515) 654-6600 if You have problems or questions about this Contract.

CANCELLATION is amended by addition of the following:

The Administrator is primarily responsible for providing any refund to You, to which you may be entitled under this Contract. If the refund is not paid within 30 days of the return of the Contract to the Administrator, a penalty of 10% of the Contract Purchase Price per month shall be added to the cancellation refund owed.

CANCELLATION BY YOU: If You cancel this Contract, We shall mail a written notice of termination to You within 15 days of the date of termination. Any cancellation fee charged shall be the lesser of \$50 or 10% of the Contract Purchase Price.

LOUISIANA

This Contract is not regulated by the Department of Insurance. Any concerns or complaints regarding this Contract may be directed to the Attorney General.

CANCELLATION is amended by addition of the following:

In the event of cancellation, the lienholder, if any, will be named on the refund check.

CANCELLATION BY YOU: You may cancel this Contract at any time by notifying the Administrator in writing of Your intent to cancel. You must identify the Contract on this notice and include a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle at the date of the request. If this Contract is cancelled within 60 days of the Sale Date, We will refund the full amount of the Contract Purchase Price. If this Contract is cancelled after the first 60 days, We will refund an amount of the Contract Purchase Price to be prorated by the lesser ratio of either the in-force days remaining as compared to the original Contract term. An administrative fee of \$50 will be deducted from the pro rata refund. If this Contract is cancelled after the first 60 days and We fail to pay the full refund within 45 days of the Contract's return, a penalty of 10% of the unearned Contract Purchase Price shall be added per month that the refund remains unpaid.

OUR OBLIGATIONS is amended by addition of the following:

Our obligations under this Contract are guaranteed by an insurance policy. In the event that We cease to operate, are bankrupt, or fail to pay an authorized claim within 60 days after proof of loss is filed, You may file a claim directly with American Commerce Insurance Company at 211 Main Street, Webster, MA 01570, ph. 1 (877) 778-3450.

MAINE

CANCELLATION is amended by addition of the following:

In the event of cancellation, the lienholder, if any, will be named on the refund check.

CANCELLATION BY YOU: If You elect to return this Contract within the first 60 days and if no claims have been paid, the Contract shall be void and We shall refund the full amount of the Contract Purchase Price and any sales tax refund required, pursuant to state law. If You cancel this Contract after the first 60 days or after a claim has been made, We shall deduct any claims paid from Your pro rata refund, in addition to an administrative fee of 10% of the Contract Purchase Price or \$50, whichever is less. If the 45-day period for refund payment is not met, a penalty of 10% of the unearned provider fee will be added to the refund for each month the refund remains unpaid.

CANCELLATION BY US: If We cancel this Contract, We shall mail a written notice to You at Your last known address at least fifteen (15) days prior to the effective date of cancellation. This notice shall include the effective date of cancellation and the reason for the cancellation.

OUR OBLIGATIONS is amended by addition of the following:

The Obligor's performance to You under this Contract is guaranteed by American Commerce Insurance Company. If a covered claim is not paid within 60 days after proof of loss has been filed with Us, including any claim for the return of the unearned portion of the provider fee, You may file a claim with American Commerce Insurance Company at 211 Main Street, Webster, MA 01570, ph. 1 (877) 778-3450.

MARYLAND

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

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

CANCELLATION is amended by addition of the following:

If this Contract is originally delivered to You by mail, You may cancel this Contract within 60 days after the Contract was received by You and receive a full refund of the Contract Purchase Price, provided no claim has been made under the Contract. The Provider shall issue Your refund within 45 days of the cancellation notification. If the Provider does not provide Your refund within 45 days, a penalty of 10% of the Contract Purchase Price per month shall be added to the refund.

OUR OBLIGATIONS is amended by addition of the following:

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 60 days after the proof is filed with the Provider.

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.

MINNESOTA

The Dealer must 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 is excluded from coverage under this Contract during the term of the express warranty, unless the Dealer becomes unable to meet its obligations and provided such loss is otherwise covered under this Contract.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If You cancel the Contract within the first 60 days and no claim has been made, and the Provider fails to pay the full refund within 45 days of the Contract's return, a penalty of 10% of the full purchase price of the Contract must be added per month that the refund remains unpaid.

CANCELLATION BY US: In the event that We cancel this Contract, We shall mail a written notice of cancellation to Your last known address at least 15 days before the Effective Date of cancellation. However, if We cancel this Contract for nonpayment, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered product or its use, only 5 days' notice is required. The cancellation notice from Us shall include the effective date of cancellation and the reason for cancellation.

ARBITRATION is amended by addition of the following:

The venue for any arbitration is required to be in Minnesota.

MISSISSIPPI

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If this Contract is originally delivered to You at the time of sale or by mail, You may cancel this Contract within 60 days after the Contract was delivered or mailed to You. If You return this Contract to Us within the first 60 days and no claims have been made under the Contract, the Contract shall be voided and We will refund to You the full Purchase Price. A penalty of 10% of the Contract Purchase Price per month shall be added to any refund that is not paid or credited within 45 days after return of the Contract to Us. The right to void this Contract as described previously is not transferable, applies only to You, and is allowed only when no claim has been made under the Contract prior to its return to Us. If You cancel this Contract after the first 60 days, or if a claim was made under Your Contract during that time period, We shall refund to You 100% of the unearned pro rata Contract Purchase Price, less any claims paid and less an administrative fee of \$50 or 10% of the Contract Purchase Price, whichever is less.

CANCELLATION BY PROVIDER: We may only cancel this Contract for nonpayment of the Contract Purchase Price, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered Vehicle or its use.

ARBITRATION is deleted in its entirety.

MISSOURI

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: You have a "free look period" of 60 days from the Contract Date if the Contract was executed and delivered at the time of sale, or from the mailing date of the Contract if the Contract was delivered to You by mail. If You cancel this Contract within the first 60 days and no claim has been made, we shall refund to You or credit to Your account the full Purchase Price of the Contract. If You cancel this Contract during the first 60 days but after a claim has been made, We will refund to You or credit to Your account the full Purchase Price of the Contract less any claims paid. We will mail a notice of cancellation to You within 45 days of the date of cancellation. If You, the Contract Holder, cancel the Contract within the first 60 days and no claim has been made, and the Provider fails to pay the full refund within 45 days of the Contract's return, a penalty of 10% of the full purchase price of the Contract must be added per month that the refund remains unpaid.

If You cancel this Contract after the 60-day "free look period" or if a claim has been made, We will refund to You 100% of the unearned pro rata Contract Purchase Price, less any claims paid and less an administrative fee of 10% of the Contract Purchase Price or \$50, whichever is less.

Notice of cancellation shall be mailed to You within 45 days of the date of cancellation.

NEBRASKA

OUR OBLIGATIONS is amended by addition of the following:

Our obligations under this Contract are guaranteed by an insurance policy (USA-001 XOL) issued by American Commerce Insurance Company. In the event that We do not provide a covered service within 60 days after You file proof of loss with Us, You may file a claim directly with American Commerce Insurance Company at 211 Main Street, Webster, MA 01570, ph. 1 (877) 778-3450.

ARBITRATION is amended by addition of the following:

Nebraska prohibits final and binding arbitration. Any proceedings and decisions shall comply with the Nebraska Uniform Arbitration Act.

NEVADA

If You 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 Contract is non-renewable.

Pre-Existing Conditions, including any defects in the Vehicle that exist on the date the Contract is purchased, are excluded from coverage under this Contract.

EXCLUSIONS is amended by addition of the following, which supersedes any similar exclusions language:

This Contract will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this Contract has already been issued and the manufacturer’s warranty becomes void during the term of this Contract, 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 Contract, unless such coverage is otherwise excluded by the terms of this Contract.

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

CANCELLATION BY YOU: You may request to cancel this Contract at any time. If You return this Contract within 60 days of the date this Contract and if no claim has been made under this Contract prior to its return to the Provider, this Contract is void and the Provider shall refund to You the full Purchase Price of this Contract. If the Contract is canceled after the first 60 days or a claim has been filed, the Provider will refund the unearned Contract Purchase Price, calculated on a pro rata basis and based on the remaining number of in-force days as compared to the Contract’s original term, less a \$25 cancellation fee. In the event of cancellation, any portion of the refund that is still owed to the lienholder shall be returned to the lienholder. If there is no lienholder or if the lienholder has been made whole, any remaining refund amount shall be returned to You. The Provider shall refund the Purchase Price of the Contract to You within 45 days after the effective date of cancellation. If the Provider does not issue Your refund within 45 days of the effective date of cancellation, a penalty of 10% of the Contract Purchase Price per 30 days will be added to Your refund.

CANCELLATION BY PROVIDER: The Provider may cancel this Contract for any reason within the first 60 days after the Contract date. If no claims have been made, the Provider will refund the full Purchase Price of this Contract. After the first 60 days, the Provider may only cancel this Contract 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 Contract; (3) fraud or material misrepresentation by You in obtaining the Contract or in presenting a claim; (4) an act of omission by You or Your violation of any condition of the Contract which occurred after the effective date of the Contract and which substantially and materially increases the service required under the Contract; 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 Contract was sold. If the Provider cancels this Contract, a written notice of cancellation will be mailed to You at least 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.

CANCELLATION BY LIENHOLDER: The Lienholder may not cancel this contract for any reason.

TRANSFER, Item 4. is deleted and replaced with the following:

4. a check for \$25, payable to Us, for the transfer fee.

ARBITRATION is deleted in its entirety.

NEW HAMPSHIRE

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 Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301, ph. 1 (603) 271-2261.

CANCELLATION is amended by addition of the following:

Any cancellation fee charged shall be the lesser of \$50 or 10% of the Contract Purchase Price. No paid or pending claims may be deducted from Your refund.

ARBITRATION is amended by addition of the following:

All arbitration shall be subject to and compliant with N.H. Rev. Stat. Ann. § 542.

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.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If You request to cancel this Contract within the first 60 days after the Contract is delivered to you, either at the time of sale or by mail, and if no claim has been made under the Contract, the full Purchase Price shall be refunded to You or credited to Your account. If Your refund or credit is not completed within 45 days of the Contract’s cancellation, a penalty of 10% of the Contract Purchase Price, to be paid by the Provider, shall be added to Your refund or credit for each additional month the refund or credit remains unpaid.

NEW MEXICO

If You have any concerns regarding the handling of Your claim, You may contact the Office of the Superintendent of Insurance at 1 (855) 427-5674.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If You request to cancel this Contract after the first 60 days from the Sale Date, We shall deduct from Your refund a cancellation fee of 10% of the Contract Purchase Price or \$50, whichever is less. If a 60-day period for refund payment is not met, a penalty of 10% of the unearned provider fee will be added to the refund for each 30-day period, or portion thereof, the refund remains unpaid.

CANCELLATION BY US: After the first 70 days of the Contract Effective Date, We may only cancel this Contract for the following reasons: (1) nonpayment; (2) Your conviction of a crime that results in an increase in the service required under the Contract; (3) discovery of fraud or material misrepresentation by You; or (4) discovery of an act or omission by You, or a violation by You of any condition of the Contract that occurred after the Effective Date and which substantially and materially increases service required under the Contract. In the event of cancellation by either the Administrator or the lienholder, there shall be no cancellation fee charged. If We or the lienholder cancel this Contract, We shall mail a notice of cancellation to You at least 15 days prior to the effective date of cancellation. We may not cancel this Contract for any reason after 1 year of the Effective Date.

OUR OBLIGATIONS is amended by addition of the following:

The Administrator Obligor's performance under this Contract is insured under an insurance policy (policy number USA-001 XOL) issued by American Commerce Insurance Company, 211 Main Street, Webster, MA 01570, ph. 1 (877) 778-3450. If We fail to pay You or otherwise provide You with the covered service within 60 days of your submission of a valid claim, You may file Your claim directly with American Commerce Insurance Company at the address or phone number listed above, or by emailing claimsmail@mapfreusa.com.

NEW YORK

CANCELLATION is amended by the following:

CANCELLATION BY YOU: If this Contract was originally delivered to you by mail, You may cancel this Contract within 60 days after the Contract was mailed to You and receive a full refund of the Purchase Price, provided no claim has been made under the Contract. If You cancel this Contract within the first 60 days and no claim has been made, and Your refund is not made within 30 days of Your request to cancel, a penalty of 10% shall be added to Your refund for each additional month the refund remains unpaid.

CANCELLATION BY US: If We cancel this Contract for a reason other than nonpayment, We will mail a written notice to You at Your last known address at least 15 days before the effective date of cancellation. This notice shall include the reason for and date of cancellation. If We cancel this Contract for nonpayment, material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, no written notice is required.

NORTH CAROLINA

CANCELLATION is amended by addition of the following:

If You give notice of cancellation, or if the covered Vehicle is repossessed or declared a total loss, this Contract shall terminate.

CANCELLATION BY YOU: To initiate cancellation, You may submit written notice to the Dealer or Administrator with the following information: 1) the Contract number; 2) the covered Vehicle's vehicle identification number (VIN); and 3) a signed, notarized statement that certifies the current Vehicle odometer reading. If You have not filed a claim under the Contract and submit written notice of cancellation to the Dealer or Us within the first 60 days after the Contract Purchase Date, You shall be entitled to a full refund of the Contract Purchase Price. If You have filed a claim under the Contract or if You submit written notice of cancellation to the Dealer or Us more than 60 days after the Contract Purchase Date, You shall be entitled to a pro rata refund of the Contract Purchase Price based on the number of days the Contract was in force compared to the total term specified in the Contract, less any claims paid and less a cancellation fee equal to the lesser of \$50 or 10% of the prorated refund.

OHIO

This Contract is not insurance and is not subject to insurance laws of this state.

OUR OBLIGATIONS is amended by addition of the following:

If a covered claim and/or refund is not paid within 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.

OKLAHOMA

The Obligor of this Contract 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 Contract is not insurance, and coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

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

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 Contract within 60 days of the Sale Date, We shall refund the full Contract Purchase Price. If You cancel this Contract after the first 60 days, Your refund shall be based upon 100% of the unearned pro rata Purchase Price, less any claims paid and less a service charge of 10% of the Purchase Price or \$50, whichever is less.

ARBITRATION is deleted in its entirety.

OREGON

If emergency repairs covered by this Contract are required outside the Dealer's or Administrator's business hours, You should deliver Your Vehicle to a 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.

CANCELLATION is amended by addition of the following:

Authorized claims shall not be deducted from a refund.

ARBITRATION is amended by addition of the following:

Oregon prohibits final and binding arbitration unless mutually agreed upon by both parties. If arbitration occurs, it is not required to be through a specific entity or by the specific entity's rules. Arbitration shall occur in Oregon unless another location is mutually agreed upon by both parties. Any proceedings and decisions shall comply with the Oregon Arbitration Act.

SOUTH CAROLINA

Any unresolved questions or complaints regarding this Contract may be addressed to the South Carolina Department of Insurance, Capitol Center, at 1201 Main St., Ste. 1000, Columbia, SC 29201, ph. 1 (800) 768-3467.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If this Contract was originally delivered to You by mail or at the time of sale, You may cancel this Contract within 60 days after the Contract was mailed to You or delivered to you at the time of purchase and receive a full refund of the Contract Purchase Price, provided no claim has been made under the Contract. If You cancel the Contract within the first

60 days and no claim has been made, and the Provider fails to pay the full refund within 45 days of the Contract's return, a penalty of 10% of the full purchase price of the Contract must be added per month that the refund remains unpaid.

TEXAS

Any unresolved complaints or questions concerning the regulation of Service Contract Providers may be addressed to Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, ph. 1 (800) 803-9202 or 1 (512) 463-6599.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: You may cancel this Contract at any time. If You cancel this Contract before the 61st day after the Contract Purchase Date, the Provider shall refund to You or credit to Your account the full Purchase Price of the Contract, less the amount of any claims paid under the Contract. If You cancel this Contract on or after the 61st day after the Contract Purchase Date, the Provider shall refund to You or credit to Your account the prorated Purchase Price of the Contract reflecting the remaining term of the Contract, based on time of the remaining term, less the amount of any claims paid and less a cancellation fee of \$50 or 10% of the Contract Purchase Price, whichever is less. If the Provider does not pay the refund or credit Your account before the 46th day after the date the Provider receives the notice of cancellation, a penalty of 10% of the prorated refund amount shall be added to Your refund for each month an amount remains outstanding. The penalty is in addition to the full or prorated Contract Purchase Price that is owed to You under this section or the terms or the Contract.

CANCELLATION BY US: The Provider may cancel this Contract by mailing a written notice of cancellation to You at your last known address. The Provider must mail the notice before the 5th day preceding the effective date of the cancellation. The Provider is not required to provide prior notice of cancellation if the Contract is canceled because of: (1) nonpayment of the consideration of the Contract; (2) fraud or a material misrepresentation by the You to the Provider; or (3) a substantial breach of a duty by You relating to the covered product or its use. No cancellation fee shall be charged if the Provider cancels this Contract.

OUR OBLIGATIONS is amended by addition of the following:

Obligations of the Provider are insured under a reimbursement insurance policy. You may apply for reimbursement directly with the insurer if a covered service is not provided to You 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 Contract is cancelled by You.

UTAH

This Contract 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 Contract is not guaranteed by the Property and Casualty Guarantee Association.

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

HOW TO MAKE A CLAIM is amended as follows:

The definition of "Emergency Repair" is deleted and replaced with the 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 Contract within the time specified in the Contract 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 ADMINISTRATOR: We may cancel this Contract for the following reasons: (a) nonpayment of the Contract 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 Contract; or (d) substantial breaches of contractual duties, conditions, or warranties by You relating to the Vehicle. If We cancel this Contract for a reason other than nonpayment, We shall send written notice to You at your last known address with at least 30 days' notice of such cancellation. If We cancel this Contract for nonpayment, a 10-day notice of cancellation shall be mailed to You at Your last known address.

OUR OBLIGATIONS is amended by addition of the following:

If the Administrator Obligor fails to pay or provide service on any claim within 60 days after proof of loss has been filed, You may file a claim with American Commerce Insurance Company at 211 Main Street, Webster, MA 01570, ph. 1 (877) 778-3450.

ARBITRATION is deleted in its entirety and replaced by the following:

Arbitration in Utah is binding and shall be in compliance with the Utah Arbitration Act. 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.

VERMONT

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If no claim has been made under this Contract and You are the original Contract Holder, You may return this Contract to Us within 60 days after You receive the Contract and We shall refund to You the full Contract Purchase Price.

VIRGINIA

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

WASHINGTON

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

YOUR RESPONSIBILITIES, "Subrogation" is amended by addition of the following:

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 \$25 or 10% of the Contract Purchase Price, whichever is less. If We do not issue Your refund within 30 days of the Effective Date of cancellation, a penalty of 10% of the Contract Purchase Price will be added to Your refund per month the refund remains unpaid.

CANCELLATION BY US: This Contract is not cancellable by the Administrator after 60 days from the date of purchase, except in the case of fraud of material misrepresentation by You. If We cancel this Contract, there shall not be a processing fee.

OUR OBLIGATIONS is deleted and replaced by the following:
The Administrator Obligor’s performance under this Contract is insured under an insurance policy (policy number **USA-001 XOL**) issued by American Commerce Insurance Company, 211 Main Street, Webster, MA 01570, ph. 1 (877) 778-3450. You may file a claim with American Commerce Insurance Company at any time at the address or phone number listed herein.

ARBITRATION is amended by addition of the following:
All arbitration shall be binding and compliant with RCW 7.04A.

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

- (a) **What Your Contract Covers**
- (b) **Additional Benefits**
- (c) **Your Responsibilities**, including “Maintenance Requirements” and “Subrogation”
- (d) **Limits of Liability**, including “Consequential Damage Coverages”
- (e) **Exclusions**
- (f) **How to Make a Claim**, including “Emergency Repairs”
- (g) **Cancellation**
- (h) **Transfer**
- (i) **Arbitration**
- (j) Washington state-specific disclosure, under **State-Specific Disclosures**

Customer Initials

WISCONSIN

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

DEFINITIONS, “We, Us, Our, Obligor, or Provider” is amended as follows:
We, Us, Our, Obligor, or Provider means the entity who is obligated to perform under this Contract (the “Administrator Obligor”).
The Administrator Obligor of this Contract is Century Automotive Service Corporation, P.O. Box 3809, Albuquerque, NM 87190-3809, ph. 1 (877) 778-3437.

YOUR RESPONSIBILITIES, “**Subrogation**” is amended by addition of the following:
Our rights of ownership to salvaged parts shall become effective only after You have been fully compensated for damages or repairs under this Contract. Our rights to subrogation under this Contract are not valid until You have been made whole and fully compensated for damages.

CANCELLATION is amended by addition of the following:
CANCELLATION BY YOU: If this Contract is originally delivered to you at the time of sale or by mail, You may cancel this Contract within 60 days after You received the Contract at the time of sale or the Contract was mailed to You and receive a full refund of the Contract Purchase Price, provided no claim has been made under the Contract. If You cancel this Contract after the first 60 days, or after a claim has been made in the first 60 days, Your refund shall be 100% of the unearned Contract Purchase Price, pro rated by the number of days remaining in the Contract term and less any claims paid. Refunds for cancellations initiated after the first 60 days, or after a claim has been made within the first 60 days, are subject to a cancellation fee of either \$50 or 10% of the Purchase Price, whichever is less. If We do not pay or credit a refund within 45 days after the Contract is returned to Us, a penalty of 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 Contract, You shall be entitled to cancel this Contract without a cancellation fee and receive a refund of the unearned Contract Purchase Price, less any claims paid.
CANCELLATION BY US: We may only cancel this Contract 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 Contract, We shall mail a written notice of cancellation to You at Your last known address at least 5 days prior to cancellation of the Contract. This written notice shall contain the reason for cancellation and the effective date of cancellation.

ARBITRATION is deleted in its entirety.

WYOMING

Wyoming law will be applicable to any Contract issued in Wyoming.
CANCELLATION is amended by addition of the following:
CANCELLATION BY YOU: You may cancel this Contract within 60 days after You receive the Contract, either at the time of sale or by mail, and receive a full refund of the Contract Purchase Price, provided no claims have been made. If You, the Contract Holder, cancel the Contract within the first 60 days and no claim has been made, and the Provider fails to pay the full refund within 45 days of the Contract’s return, a penalty of 10% of the full purchase price of the Contract must be added per month that the refund remains unpaid. The 60-day “free look period” is not transferable and shall apply only to the original Contract Holder.
ARBITRATION is deleted in its entirety and replaced with the following:
At the time of any disagreement, the parties may mutually agree to submit their matters of difference to arbitration in a separate written Contract. Any arbitration proceeding shall be conducted within the state of Wyoming and comply with the Wyoming Arbitration Act.