

PURCHASER'S NAME		AGREEMENT ISSUE DATE		POLICY NUMBER BCB0000000	
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 A MANUFACTURER 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	Agreement Purchase Price: \$
Vehicle Class _____		(If no coverage term is selected, term will be 36 months)	

Surcharges: Cosmetic Wheel Repair ☐

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 Obligor’s performance under this Contract is guaranteed by an Insurance Policy issued by American Commerce Insurance Company. If a contractual obligation herein is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with American Commerce Insurance Company, 3590 Twin Creeks Dr., Columbus, OH 43218-2579, Telephone 1-877-778-3450 (In California, 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 California Department of Insurance at 1-800-927-4357.)
The implied warranty of merchantability on Your motor vehicle is not waived if this Agreement was purchased within ninety days of the purchase date of the motor vehicle from the same Selling Dealer who also sold the motor vehicle covered by this Agreement.

By signing below I hereby acknowledge that I have read the entire **Agreement** pages 1-9 specifically, HOW TO MAKE A CLAIM, DEFINITIONS, TERM, AGREEMENT BENEFITS, OPTIONAL AGREEMENT BENEFITS, WHAT IS NOT COVERED, CANCELLATION, TRANSFER, ARBITRATION AGREEMENT and accept the provisions of this **Agreement** as a complete statement of coverage and rights and I am not relying on any other representations, statements or promises.

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.

PURCHASER’S SIGNATURE: X _____ DATE: _____

DEALER’S SIGNATURE: X _____ DATE: _____

HOW TO MAKE A CLAIM

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 the claims number below 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.

Claims Toll-Free Number: 1-877-778-3437

HOW TO MAKE A CLAIM

- To obtain the benefits of this Agreement, the Agreement Holder must:
1. Call the Administrator’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 Administrator upon request.
- The issuance of a confirmation number does not imply the Administrator has approved a claim, but only that the Agreement Holder has fulfilled their responsibility in reporting such claim.

DEFINITIONS

Throughout this **Service Agreement**, certain words and phrases are used that have special meanings. These terms appear in **boldface type**. Their meanings are listed below:

Administrator, Administrator Obligor means the **Administrator** as printed on the **Application** page, who provides administrative services for this **Service Agreement**.

Agreement Date means the date that this **Agreement** was sold to **You**.

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.

Commercial Use means a vehicle used for services such as, but not limited to, contractor, landscaping, plumbing, delivery, livery, security, or multiple driver vehicle.

Cosmetic Wheel Repair means repairs to **Covered Wheel** that has been aesthetically blemished (including curb rash, discoloration, nicks, pitting, scrapes, and scratches) but still operates in the manner for which they were designed.

Covered Repair, Covered Failure, Failure means **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. 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.**

Covered Tire Or Wheel means the original equipment or like replacement tires and wheels, or aftermarket wheels if they meet the **Your Vehicle's** manufacturer's size specifications. **Covered Wheels** include alloy, chrome, and chrome-clad wheels.

Covered Wheel Cover means the original equipment or like replacement **Wheel Covers** if they meet **Your Vehicle's** manufacturer's size specifications.

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, valve stems, and tire disposal/environmental fees and taxes, which in no case shall exceed the manufacturer's 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. **Replacement parts may be new, remanufactured, non-original equipment, manufacturer's parts or parts of a like kind and quality (which comply with applicable state and federal laws) when available and as deemed necessary by Administrator.**

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/or Wheel**.

Road Hazard Event means the **Failure** of a **Covered Tire and/or Wheel** due to a **Road Hazard** as defined above.

Selling Dealer means the automobile dealership from whom **You** purchased **Your Vehicle** and is referred to as the **Selling Dealer** on the application page of this **Agreement**.

We, Us, Ours means the Entity who is obligated to perform under this **Agreement**, as identified on the **Application** as "**Administrator Obligor.**"

Wheel Cover means a removable decorative plastic or metal disk that covers at least the central portion of the wheel, called the hub.

Your Vehicle, Covered Vehicle means the passenger car, van, sport utility, or light truck (1-ton or less) described on the application page of this **Agreement**

TERM

The Term of this Agreement begins on the above-indicated Agreement 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 **Obligor** agrees to pay a covered claim on behalf of the **Agreement Holder** or reimburse the **Agreement Holder** for a covered claim for **Reasonable Repair Cost**. A Deductible does not apply to this Agreement. Replacement of a **Covered Tire or Wheel** is covered under this **Agreement** as long as the Manufacturer's size specifications are met. **Covered Wheels** damaged by contact with a **Road Hazard** are eligible for repair or, if not repairable, replacement if the damage prevents the tire from forming an airtight seal or the wheel cannot be properly balanced.

EMERGENCY ROAD SERVICE

The **Obligor** agrees to pay the covered claim on behalf of the **Agreement Holder** or reimburse the **Agreement Holder** for a covered claim in an amount up to \$100.00 for towing assistance or flat tire changing assistance when directly related to a **Covered Failure**. **You are responsible for any amounts exceeding this per occurrence limit. Flat tire changing assistance consists of removal of the flat tire and installation of Your inflated spare tire. To qualify for reimbursement the service provided must be a covered benefit under the terms and conditions described in this Agreement.** Rental car expenses are reimbursable under this **Agreement** only if the **Administrator** requires an inspection of the **Covered Vehicle** or the **Administrator** determines the **Covered Repair** requires the shipment of the damaged **Covered Tire Or Wheel** for repair. **You will be reimbursed up to \$35 per day, for a maximum of five (5) days, during this claim for rental car expenses incurred while the Covered Tire Or Wheel is being inspected or repaired pursuant to the Agreement. Prior authorization for reimbursement of rental car expenses is required.**

OPTIONAL AGREEMENT BENEFITS

COSMETIC WHEEL REPAIR

Subject to all of the terms, conditions, and limitations set forth in this Agreement, the Obligor agrees to pay a covered claim on behalf of the Agreement Holder or reimburse the Agreement Holder for a covered claim for Reasonable Repair Cost incurred for the repair or the like kind and quality replacement of a Covered Wheel identified above or for such replacement Covered Wheel while installed on the vehicle identified above, resulting from; curb rash, discoloration, nicks, pitting, scrapes, and scratches. Coverage is limited to the original equipment or like kind and quality replacement tires and wheels, aftermarket wheels, or wheel cover if they meet the Covered Vehicle's manufacturer's size specifications. NOTE: due to the nature of aftermarket wheels, it may not be possible for the Repair Facility to locate and exact matching replacement wheel. It is the responsibility of the Repair Facility or You to locate a replacement. If a matching replacement cannot be located, a cash settlement will be made to You in the amount of the purchase price of the damaged Covered Wheel. Covered Wheels on Your Vehicle damaged by contact with a Road Hazard are eligible for Cosmetic Wheel Repair or, if not repairable, replacement if the damage caused cosmetic scrapes, scratches or nicks to the Covered Wheel. The Administrator and technician retain sole authority to determine whether damage can be repaired. Tire pressure monitoring sensors on a Covered Wheel are eligible for replacement only if damaged from a Road Hazard. Covered Wheel Covers damaged by contact with a Road Hazard are eligible for a replacement if the damage caused scrapes, scratches or nicks to the Wheel Cover.

WHAT IS NOT COVERED

THIS AGREEMENT DOES NOT COVER THE FOLLOWING:

1. Any repair or replacement made without the Obligor's prior authorization, except for Emergency Repairs.
2. Any repair or replacement covered by a warranty, recall, or acknowledgment of responsibility issued by the manufacturer of the tire or wheel.
3. Damage covered by Your primary insurance provider.

4. **Manufacturer defects.**
5. **Damage, failure or loss due to abnormal wear; negligence; abuse or misuse; modifications or repairs/installations that do not comply with Your Vehicle's manufacturer's specifications; or arising out of or related to a collision or upset; railroad crossing; vandalism; or damage (including cosmetic damage) due to or resulting from suspension, body, or frame damage; or where age or condition of the tire results in damage, failure or loss.**
6. **Destruction of a tire in either the sidewall or tread area due to dry-rot, cracking, peeling or separation of tread, or where age or condition of the tire results in failure or loss.**
7. **Tires and wheels where the tires have less than 3/32" tread depth at the lowest point on the tire tread at the time of damage; re-treaded, re-grooved, re-capped, or remolded tires; wheel locks and/or any inconvenience or expense caused by wheel locks; tires and wheels that do not meet factory specifications.**
8. **Tires that prematurely fail because of overloading, improper loading, or improper inflation.**
9. **Retreads or used tires installed on the vehicle to replace the original tires.**
10. **Tires and wheels that are not D.O.T. certified, do not meet Your Vehicle manufacturer's specifications, or that exceed 22 inches in diameter.**
11. **Aftermarket tires, wheels, and wheel covers that do not meet the Your Vehicle manufacturer's size specifications, and racing tires**
12. **Covered Tires or Wheels transferred from Your Vehicle to another motor vehicle.**
13. **Any vehicle registered and normally operated outside the United States or Canada.**
14. **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.**
15. **Any repair or replacement of any covered component or part which has not been damaged due to contact with a Road Hazard as defined in this Agreement, but which the repair facility or manufacturer recommends or requires to be repaired or replaced such as, but not limited to, matching sets of tires or wheels.**
16. **Covered Tires, Wheels, or Wheel Covers that have been lost or stolen.**
17. **Pre-Existing conditions are not covered under this Agreement.**

GENERAL PROVISIONS

This Agreement is between You and Us, and is subject to all the Terms and Conditions contained herein:

This Agreement is Non-Renewable.

Coverage – The Coverage afforded You for Your Vehicle is determined by the Coverage section on the Application and more fully described in the Schedule of Coverage in this Agreement. We will repair or reimburse You for reasonable costs for parts and labor to perform the repair (excluding diagnostic charges for non-covered repairs and associated labor costs, components, or parts), listed in the Schedule of Coverage, provided You contact the Administrator for authorization prior to any such repair being made to Your Vehicle.

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). However, 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 the price You paid for Your Vehicle 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.

Transferring Coverage - If You sell the covered vehicle or there is any other change in the ownership of Your Vehicle, this Agreement will terminate. You may apply for a transfer of the remaining coverage under this Agreement to the new owner. Within fifteen (15) days of the change in vehicle ownership, You must notify the Selling Dealer) or Administrator in writing of Your request to transfer this Agreement. You must include the following:

1. A fifty-dollar (\$50) transfer fee,
2. Name and address of the purchaser,
3. A copy of the bill of sale or sales contract showing the date and mileage of Your Vehicle at the time of sale,
4. Proof of Your transferred coverage under any remaining manufacturer's warranty to the purchaser of Your Vehicle.

The Administrator has the discretion to approve or reject such application based on the transfer requirements. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and is subject to the maintenance requirements as specified in this Agreement. This Agreement may not be transferred more than once, may not be transferred to another vehicle, and may not be assigned to a new or used vehicle dealer or anyone other than an individual purchasing Your Vehicle for personal use.

In the event of a repossession or total loss of Your Vehicle, the rights under this Vehicle Agreement shall immediately transfer to the lienholder.

This Agreement is Non-renewable.

Cancellation of Your Agreement- refer to STATE DISCLOSURES, state specifics may apply

You may cancel this Agreement at any time and for any reason by notifying the Selling Dealer or Administrator in writing of Your intent to cancel. You must also send the Selling Dealer or Administrator a copy of this Agreement and a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle at the date of the request. If this Agreement is canceled within the first thirty days and no claims have been filed, You will receive a full refund. If this Agreement is canceled after the first thirty (30) 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:

- a) the number of in-force days remaining for the Agreement compared to the original term of the Agreement, or
- b) the miles of remaining coverage under the Agreement as compared to the original terms of the Agreement. If there is no lienholder, the refund, less a cancellation fee, will be paid to You. If there is a lienholder, the refund less a cancellation fee will be paid to the lienholder. In the event of a cancellation after the first thirty (30) days, the Administrator may retain a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the Agreement Purchase Price, whichever is less.
- c) 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.
- d) the same refund process would be used in the event of this Agreement ending, termination, lapse, or voiding and it results in a refund.

Cancellation by the Administrator: This Agreement is non-cancelable by the Administrator.

Our Rights to Recover Payment - If You have a right to recover against another party for anything We have paid under this Agreement, Your rights shall become Our rights. We shall recover only the excess after You are fully compensated for Your Loss.

Arbitration - If You and We fail to agree on any matter concerning this Agreement, each must demand in writing from the other that the matter be arbitrated. You and We shall each select an arbitrator and the two arbitrators shall select a third arbitrator. The decisions of any two of the three arbitrators is final and will be binding upon You and Us. The venue will be near Your/Purchaser's residence.

Territory – This Agreement applies to repairs made within the United States of America and Canada.

Licensed Repair Facilities - The Administrator reserves the right to have the Vehicle repaired at a licensed repair facility of its choice.

Payment/Reimbursement: During the effective term of this Agreement the Administrator will pay (reimburse) You, less any applicable deductible, the cost of necessary and completed authorized repairs.

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 is amended to the following: If this Contract is originally delivered to **You** by mail or at the time of sale, **You** may cancel this Contract within thirty (30) days after the date the Contract was mailed to **You** or delivered to **You** at the time of Sale and receive a full refund of the Contract price provided no claim has been made under the Contract. If the 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 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 twenty-five dollar (\$25) Administrative Fee. 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**. Any claim incurred or paid will be deducted from the amount of the cancellation refund. A ten percent (10%) penalty per month shall 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.

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

Pre-Existing Conditions are not covered under this **Agreement**, unless such conditions were known or should reasonably have been known by the service company or the person selling the **Agreement** on the service company's behalf.

Parts or components repaired or replace under this **Agreement** may not be excluded. All exclusions shall only apply to occurrences "after the **Agreement** start date" or "while owned by **You**."

GENERAL PROVISIONS, "Cancellation of Your Agreement" is amended by addition of the following, which supersedes any similar cancellation language:

This **Agreement** 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.

CANCELLATION BY YOU: **You** may cancel this **Agreement** at any time by contacting the **Obligor**, Century Automotive Service Corporation, at 1 (877) 778-3437. If **You** request to cancel after the first thirty (30) days, a cancellation fee will be deducted from **Your** pro rata refund in the amount of fifty dollars (\$50.00) or ten percent (10%) of the **Agreement** 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 THE ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. This **Agreement** 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.

GENERAL PROVISIONS, "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: NOTICE TO CONSUMERS: Purchase of this Service Agreement is not required in order to purchase or obtain financing for a motor vehicle. 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.

CANCELLATION: Unless this Agreement states that, This Agreement is non-cancelable by the Administrator and/or Obligor, the following provisions apply. 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 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©(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.

GENERAL PROVISIONS, "Cancellation of Your Agreement" is amended by addition of the following:

CANCELLATION BY YOU: 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 less any claims paid.

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

ARBITRATION is deleted in its entirety.

WHAT IS NOT COVERED is amended by the following:

Any reference to “sludge” is hereby deleted.

Item 5 is amended by the addition of, “Alteration, abuse or misuse may only be excluded if the alteration, abuse or misuse was done by **You** or with **Your** knowledge.”

Item 17 is amended to read, “Pre-Existing Conditions, known to **You**, are not covered under this **Agreement**.”

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 Agreement 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. If a covered claim or refund is not paid within sixty (60) days, or otherwise the Obligor fails to perform its obligations under this Agreement after proof of loss has been filed, you may file a claim with American Commerce Insurance Company at 3590 Twin Creeks Dr, Columbus, OH. 43218-2579, Telephone 1-877-778-3450.

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 50315-1000. **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. All pro rata cancellations are subject to a \$50.00 fee or 10% of the Agreement Purchase price, whichever is less.

Louisiana: **CANCELLATION** is amended by the following: **CANCELLATION BY CONTRACT HOLDER:** Pursuant to La. R.S. §51:3165 a motor vehicle service contract shall require every provider to permit the service contract holder to return the motor vehicle service contract within thirty (30) days of the date the motor vehicle service contract was mailed to the service contract holder or within thirty (30) days of delivery if the motor vehicle service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the motor vehicle service contract. Upon return of the motor vehicle service contract to the provider within the applicable time period, if no claim has been made under the motor vehicle service contract prior to its return to the provider, the motor vehicle service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the motor vehicle service contract. The right to void the motor vehicle service contract provided is not transferable and shall apply only to the original service contract holder and only if no claim has been made prior to its return to the provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the motor vehicle service contract to the provider. **CANCELLATION BY PROVIDER: Unless this Agreement states that, This Agreement is non-cancelable by the Administrator and/or Obligor, the following provisions apply:** Pursuant to La. R.S. §51:3164 (B)(8) the provider of the service contract shall mail a written notice to the contract holder at the last known address of the service contract holder contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a 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 shall state the effective date of the cancellation and the reason for the cancellation. Pursuant to La. R.S. §51:3164 (12)(b)(c) the motor vehicle service contract is not regulated by the Department of Insurance and any concerns or complaints regarding the motor vehicle service contract may be directed to the Louisiana Attorney General.

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

The **Obligor's** performance to **You** under this **Agreement** is guaranteed by **American Commerce Insurance Company**. If a covered claim is not paid within sixty (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 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph. 1 (877) 778-3450.

CANCELLATION OF YOUR AGREEMENT 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 **Agreement** within the first thirty (30) days and if no claims have been paid, the **Agreement** shall be void and **We** shall refund the full amount of the **Agreement** Purchase Price and any sales tax refund required, pursuant to state law. If **You** cancel this **Agreement** after the first thirty (30) 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 ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50.00), whichever is less. A penalty of ten percent (10%) of the refund per month shall 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 ADMINISTRATOR/OBLIGOR: Unless this **Agreement** states that, “This **Agreement** is non-cancelable by the **Administrator**,” the following provisions apply. If **We** cancel this **Agreement**, **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. If **We** cancel this **Agreement** for any reason other than nonpayment of the **Agreement** Purchase Price, **We** shall refund to **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid.

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**.

GENERAL PROVISIONS, “Cancellation of Your Agreement” is amended by addition of the following:

If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) 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.

GENERAL PROVISIONS, “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 325.F.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: 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. **ARBITRATION** is amended to include the following: The venue for any arbitration is required to be in Minnesota.

Mississippi: **ARBITRATION** is deleted in its entirety. Pursuant to Title 19, Rule 4:04, the **Cancellation** section of this Contract is amended to include the following: **Cancellation by Service Contract Holder.** If this Contract is originally delivered to You by mail or at the time of sale, You may cancel this Contract within thirty (30) days after the date the Contract was mailed to You or delivered to You at the time of sale and receive a full refund of the Contract price provided no claim has been made under the Contract. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the vehicle service contract to **Us**.

Cancellation by Service Contract Provider: (If this Agreement states: "This Agreement is Non-cancelable by the Administrator", then please disregard the following as it does not apply to you) A Provider may cancel a Service Contract only in instances of nonpayment of the provider fee, a material representation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. In the event of a cancellation by **Us** for reason other than nonpayment of the provider fee, **We** shall refund to **You** one hundred percent (100 %) of the unearned pro rata purchase price of the vehicle service contract less the amount of any claims paid. **We** are not required to deduct the amount of any claims paid under a vehicle service contract from the amount of a required refund.

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. 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.

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:** The Arbitration section is subject to New Hampshire Rev. Stat. 542.

New Jersey: **NOTICE TO CONSUMERS:** 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 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 BY THE ADMINISTRATOR (IF THIS AGREEMENT STATES "This Agreement is Non-cancelable by the Administrator", THEN PLEASE DISREGARD THE FOLLOWING AS IT DOES NOT APPLY TO YOU):** 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. **CANCELLATION BY THE CONTRACT HOLDER:** 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 fifty dollars (\$50), 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 section, "Cancellation of Your Agreement," is revised by addition of the following language, which supersedes any similar cancellation language in the contract:

If this **Agreement** is canceled by **You** or the lienholder, any refund owed will be paid or credited within thirty (30) days of the date **We** receive the request for cancellation.

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: 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 **Us**.

Exclusions section, "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 section, "Transferring Coverage," Item 1. is deleted and replaced with the following:

1. A twenty-five dollar (\$25.00) transfer fee

Arbitration section, "Arbitration Agreement," is deleted in its entirety.

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 insurance laws of this state. If a covered claim and/or refund 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.

Oklahoma: Obligor Oklahoma License Number: 44199013 NOTICE TO CONSUMERS: Obligor is Century Automotive Service Corporation PO Box 3809, Albuquerque, NM 87190-3809. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. **CANCELLATION** is amended with the following: In instances of consumer or lienholder cancellation, the refunds owed will be paid or credited within thirty (30) days of the date the Obligor receives the notice of the request for cancellation. **CANCELLATION BY YOU:** If **You** cancel this **Agreement** within thirty (30) days of the Sale Date, will refund the full amount paid off the Agreement Purchase Price. If the **Agreement** is canceled by **You** after the first thirty (30) days, return of premium shall be based upon one hundred (100%) percent of the unearned pro-rata premium less a service charge of ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50.00), whichever is less and less any paid claims. In the event of a cancellation, the Lienholder, if any, will be named on the refund check and, in the event of cancellation upon repossession the sole payee. Per 15 Okl St. § 141.13 (B), in the event We cancel the agreement, the return of Your premium shall be based upon one hundred percent (100%) of unearned pro rata provider fee less the actual cost of any service provided under the service warranty contract. **ARBITRATION: The Arbitration section is deleted in its entirety.**

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.

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. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the provider. 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: NOTICE TO CONSUMERS: The following disclosure(s) are added to this **Agreement**:

Contract Holder may apply for reimbursement directly with the insurer if: a covered Service Contract is not provided to the 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 the Contract Holder.

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

CANCELLATION is amended to include the following:

CANCELLATION BY YOU: 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. (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.

CANCELLATION BY PROVIDER: Unless this Agreement states that, "This Agreement is non-cancelable by the Administrator," the following provisions apply. Pursuant to Section 1304.159, the cancellation section of this Contract is amended to include the following: (a) A Provider may cancel a Service Contract by mailing a written notice of cancellation to the Service Contract Holder at their last known address stating the effective date of cancellation and the reason for the cancellation unless the reason for the cancellation is nonpayment, fraud, or a material misrepresentation by the Service Contract Holder or substantial breach of duty by 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.

Utah: NOTICE TO CONSUMERS: 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. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. **You** may purchase this **Agreement** through payment up front or through installment payments. **The following language under section ADMINISTRATOR OBLIGOR is being replaced by the following: 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. ARBITRATION is deleted in its entirety and replaced with the following. Arbitration in Utah is binding and shall be in compliance with the "Utah Arbitration Act" (Title 78, Chapter 31a). In accordance to Utah Code R590-122-4(5), 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.** **CANCELLATION: Unless this Agreement states that, This Agreement is non-cancelable by the Administrator and/or Obligor, the following provisions apply.** The Provider of this Service Contract may cancel this agreement with written notice to the Contract Holders last known address with at least thirty (30) days' notice of such cancellation for the following reasons: (1) material misrepresentation related to the Vehicle; (2) substantial change in the risk assumed, unless the Provider has reasonably foreseen the change or contemplated the risk when entering into this Service Contract; or (3) substantial breaches of contractual duties, conditions, or warranties by the Contract Holder relating to the Vehicle. A ten (10) day notice will be given for non-payment cancellations. **Under FILING A CLAIM** the definition of emergency repair is being replaced with the following: emergency repair is defined as any breakdown that occurs outside of normal business hours.

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: NOTICE TO CONSUMERS: In accordance with VA Statute 59.1-437, if any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulator 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 an **Obligor** 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.

- GENERAL PROVISIONS, "Cancellation of Your Agreement,"** is amended by addition of the following:
CANCELLATION BY YOU: All pro rata cancellations are subject to a cancellation fee of 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 will be added to **Your** refund per month the refund remains unpaid.
CANCELLATION BY ADMINISTRATOR/OBLIGOR: 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/Obligor** 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.
GENERAL PROVISIONS, "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 Agreement, and that You have reviewed with the Selling Dealer the following sections of this Agreement:
- (a) **How to Make a Claim**, including "Emergency Repairs"
 - (b) **Term**
 - (c) **Agreement Benefits**
 - (d) **Optional Agreement Benefits**
 - (e) **What Is Not Covered**
 - (f) **General Provisions**, including "Limit of Liability," "Transferring Coverage," "Cancellation of Your Agreement" and "Arbitration"
 - (g) Washington state-specific disclosure, under **Special State Requirements and Disclosures**

Customer Initials

Wisconsin: NOTICE TO CONSUMERS: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** If a covered claim is not paid within sixty days (60) after proof of loss, or if the provider becomes insolvent or otherwise financially impaired, the Contract Holder may file a claim directly with the service contract reimbursement insurer for reimbursement, payment, or provision of the service; **TERMS: "We", "Us", and "Our"** means the Administrator/Obligor obligated to perform under this **Agreement** who is Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM 87190-3809; Phone: (877) 778-3437. **CANCELLATION** is amended to include the following: If this Contract is originally delivered to You by mail or at the time of sale, You may cancel this Contract within thirty (30) days after the date of the contract was mailed to You or delivered to You at the time of sale and receive a full refund of the Contract price provided no claim has been made under the Contract. If no claim has been made, the provider shall refund to the Service Contract Holder, the full purchase price of the Service Contract. A provider may charge a reasonable administrative fee for the cancellation of ten percent (10%) of the provider fee if the Service Contract or fifty (\$50) dollars, whichever is less, is cancelled after the first thirty (30) days. If **We** do not pay or credit a refund within forty-five (45) days after the return of a service contract to the provider **We** shall pay a ten (10) percent per month penalty of the refund amount outstanding which will be added to the amount of the refund. Per 616.56(18), in the event if a total loss of property that is not covered by a replacement of the property pursuant to the terms of the contract, a Service Contract Holder shall be entitled to cancel the service contract and receive a refund of any unearned provider fee, less claims paid. In this specific situation, no fee may be assessed to the Service Contract Holder. **CANCELLATION BY SERVICE CONTRACT PROVIDER: (If this Agreement states: "This Agreement is Non-Cancelable by the Administrator", then please disregard the following as it does not apply to you)** A Service Contract may be cancelled by the Provider only for nonpayment of the provider's fee, material misrepresentation by the Service Contract Holder to the Provider or Administrator, or substantial breach of duties by the Service Contract Holder relating to the covered product or its use. A provider shall comply with all of the following when canceling a service contract: (a) The Provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least five (5) days prior to cancellation by the provider. (b) The notice under par. (a) shall state the effective date of the cancellation and the reason for the cancellation. (c) If a service contract is canceled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the Service Contract Holder one hundred (100) percent of the unearned pro rata provider fee, less any claims paid. (d) A provider may charge a reasonable administrative fee for cancellation of ten (10) percent of the provider fee or fifty dollars (\$50), whichever is less. **SUBROGATION** is amended to include 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 **Agreement**. **Our** rights to subrogation under this **Agreement** are not valid until **You** have been made whole and fully compensated for damages. **ARBITRATION** is deleted in its entirety pursuant to Wisconsin statute 631.20.

Wyoming: **ARBITRATION** is deleted in its entirety. 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. Wyoming law will be applicable to any Contract issued in Wyoming. **CANCELLATION** is amended to include the following: Service Contract Holder may return the Service Contract within thirty (30) days of the date the Service Contract was mailed to the Service Contract Holder or within thirty (30) days of delivery if the Service Contract is delivered to the Service Contract Holder at the time of sale or within a longer time permitted under the Service Contract. 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.

SAMPLE