

APPLICATION / TERMS & CONDITIONS

1. CONTRACT HOLDER

MK10

AGREEMENT NO: CSK00000000

NAME	STREET
CITYSTATEZIP	TELEPHONEHMMWK

2. COVERED VEHICLE

VIN	Odometer reading on the agreement date	Vehicle Class
YEARMAKEMODEL	VEHICLE PURCHASE PRICE \$	

3. ISSUING DEALER

DEALER NAME	STREET
CITYSTATEZIP	TELEPHONE

4. SMART KEY COVERAGE OPTIONS

Roadside Service applies to all levels of coverage

Term	New / Used	Coverage
_____ Months	New ..... Used .....	Custom ..... Supreme .....

5. AGREEMENT SALE DATE

6. AGREEMENT PRICE

MO/DAY/YR	\$
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7. LIENHOLDER NAME & ADDRESS

ADMINISTRATOR / OBLIGOR: Century Automotive Service Corporation, 6565 Americas Parkway NE, Suite 1000, Albuquerque, NM. 87110, 1-888-338-0389. This is a Contract between You and the Administrator / Obligor. The Administrator / Obligor’s performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH. 43218-2579, Telephone 1-877-778-3450. 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 above.

I hereby acknowledge I have read this entire Agreement, including Definitions, Schedule of Coverage, Arbitration Agreement, General Provisions, and Agreement Holder’s Responsibilities.

Purchase of this coverage is optional, cancellable, not required to register a motor vehicle, obtain financing, lease financing, credit or any equivalent. We do not disclose information about our customers to anyone, except as permitted by law. THIS AGREEMENT IS NOT AN INSURANCE POLICY: It is an Agreement between You and the Administrator.

SIGNED BY X

SIGNED BY X

CONTRACT HOLDER

DEALER’S REPRESENTATIVE

BENEFITS

- 24-Hour Vehicle Lock-Out Assistance
- Key Replacement Coverage
- Additional Key Replacement Coverage
- 24-Hour Roadside Assistance

PRIOR TO THE INITIATION OF ANY OF THE FOLLOWING SERVICES UNDER THIS AGREEMENT, YOU MUST FIRST RECEIVE PRIOR AUTHORIZATION BY CONTACTING:

- Key Replacement Call 1-877-778-3437.
- For Emergency Roadside Assistance, Call 1-800-525-3969.

IF YOU HAVE ANY QUESTIONS, CALL YOUR DEALER OR ADMINISTRATOR TOLL-FREE AT 1-888-338-0389

## DEFINITIONS

- **Administrator** means the **Administrator** as printed on the **Application** page, who provides administrative services for this Agreement.
- **Agreement Sale Mileage** means the mileage on **Your Vehicle's** odometer on the **Agreement Sale Date**.
- **Agreement Term** means the term for which **Coverage** is available under this **Agreement**. The **Agreement Term** begins on the **Effective Date**, and expires when the **Term** selected on the **Application** page of this **Agreement** ends, measured from the **Effective Date**, or when the **Limits of Liability** for the **Agreement** have been reached, and/or when any of the termination conditions listed herein have been met, whichever occurs first.
- **Agreement Sale Date. Effective Date** means the date that **You** purchased this **Agreement**.
- **Commercial Use** means carrying goods or passengers for compensation. This includes but is not limited to, using a vehicle as a taxi, or for livery or delivery services where compensation is provided for those services. Carpooling arrangements are not considered a commercial purpose under this **Agreement**.
- **Coverage** means the coverage afforded to **You** under this **Agreement** based on the coverage and/or term options selected in the **Application** and more fully described in the Schedule Of Coverage contained herein.
- **Covered Key** means up to two (2) properly functioning master keys and/or transponders (where applicable) provided to **YOU** for the **COVERED VEHICLE** at the time of the **COVERED Vehicle's** original delivery.
- **Dealer. Issuing Dealer. and Selling Dealer** means the automobile dealership or lessor from whom **You** purchased or leased
- **Deductible** means the amount **You** would need to co-pay per claim or service. For this Agreement, the Deductible is \$0.00.
- **Effective Date** shall mean the date on which **Coverage** begins under this **Agreement**.
- **Eligible Key(s)** means those key(s) owned by **YOU** and contained on **YOUR** keyring which includes the **KEY(S)**. The following keys are NOT eligible: Alarm, Wheel, After-Market Remote/ Transponder, Lo-Jack, Club, Garage Door Key/Remote, Home Security Remote, Remotes/Keys for Gated or Fenced-In Communities or Buildings, and Remotes/Transponder/Smart Cards for vehicles other than the **COVERED VEHICLE**.
- **Licensed Repair Facility or Repair Facility** means any facility licensed in the business of motor vehicle repairs.
- **Manufacturer's Warranty** means the manufacturer's full warranty provided at no additional cost to **You** that covers repairs to correct any vehicle defect related to material or workmanship.
- **Obligor** means the **Obligor** as printed on the **Application** page, who is obligated to perform under this **Service Agreement**.
- **Pre-Existing Conditions** means any components are not functioning properly at the time of sale of the **Your Vehicle**. All components of **Your Vehicle** must be functioning properly at the time of sale of **Your Vehicle**. **Pre-Existing Conditions** may be determined via a third party inspection at the time of loss or breakdown if deemed necessary by the **Administrator**.  
**PRE-EXISTING CONDITIONS ARE NOT COVERED UNDER THIS AGREEMENT.**
- **Pre-Owned Vehicle** means any previously titled vehicle at the time of sale.
- **Reasonable Repair or Replacement Cost** means the customary parts and labor costs required to complete the repair or replacement of the **COVERED FAILURE**, which in no case shall exceed the manufacturer's suggested retail price for parts, labor and allowances as defined in the manufacturer's labor time guide or the nationally recognized parts and labor time guides. **WE** reserve the right to use "like kind and quality" replacements for lost or damaged **KEY(S)**.
- **Vehicle** means the passenger car, van, sport utility, or light truck (1-ton or less) described in the **Application** section of this Agreement.
- **We. Us. and Our** means the **Administrator** of this Agreement.
- **You. Agreement Holder. and Your** mean the purchaser of the **Vehicle** described as the Owner Name in the **Application** section of this Agreement or the person to whom this Agreement was properly transferred pursuant to the terms contained herein.

## SCHEDULE OF COVERAGE

IF YOU HAVE ANY QUESTIONS, CALL YOUR DEALER OR ADMINISTRATOR TOLL-FREE AT 1-888-338-0389

### Coverage and Benefits

**24-Hour Vehicle Lock-Out Assistance:** If **YOU** have lost **YOUR KEYS**, **YOUR KEYS** are damaged and will not work, or **YOU** have locked **YOUR KEYS** in **YOUR VEHICLE**, assistance will be provided to unlock **YOUR VEHICLE** and/or to replace the **KEY(S)** and/or transponders if needed. **There will be no out of pocket expenses for covered locksmith services up to the one hundred (\$100) dollar benefit limit per occurrence for entry into YOUR VEHICLE. YOU must be with YOUR VEHICLE for vehicle assistance when the service provider arrives unless it is unsafe to remain with the VEHICLE, as they cannot service an unattended vehicle.**

**Key Replacement Coverage:** In the event the Agreement Holder's **VEHICLE KEY(S)** is lost or damaged and will not work, an approved claim will pay for **KEY(S)**, transponders and any applicable programming up to and not exceed **\$400 per occurrence for the Custom Program or \$750 per occurrence for the Supreme Program for the term of this AGREEMENT.**

**Additional Key Replacement Coverage:** **ELIGIBLE KEYS** is/are those specific key(s) owned by the Agreement Holder. Covered **VEHICLE KEYS** include those that are on the Agreement Holder's keyring with the **KEY(S)** (see Section 4, "Definitions") including keys to cars, trucks, boats, trailers, RV and personal items such as jewelry lock boxes, safes, etc). An approved claim will pay for additional key replacements up to and not exceed one hundred (\$100) dollars per occurrence for the term of this AGREEMENT. Only the key(s) on the Agreement Holder's keyring with the **KEY(S)** is/are eligible for replacement.

**24-Hour Roadside Assistance:** 24-Hour Toll-Free Emergency Roadside Assistance provided to the **COVERED VEHICLE** for up to one-hundred dollars (\$100) per occurrence. For any amount exceeding the \$100 limit, it will be the Agreement Holder's responsibility to pay the ISP (service provider) directly for the additional charges. Coverage is extended to any driver of the **COVERED VEHICLE**. "24-Hour Roadside Assistance for Program benefits , and see **EXCLUSIONS** section for exclusions.

### **A. KEY REPLACEMENT:**

If **You** have lost a **Covered Key** or it has become damaged and will not work, assistance will be provided to replace the **Covered Key** as needed. **The maximum benefit for a Covered Key and any required programming (if applicable) is limited to four hundred dollars (\$400.00) for Custom Vehicles and seven-hundred-fifty dollars (\$750.00) for Supreme Vehicles, per occurrence for loss or damage replacement.**

## **EXCLUSIONS**

This Agreement does NOT provide Coverage and payment will not be provided for:

1. Any key assistance services, or damage related to, provided by You or a private citizen is not covered and is not reimbursable.
2. For any and all taxes and/or fines.
3. Any replacement made without Century's prior authorization.
4. Any replacement covered by warranty, recall or acknowledgment of responsibility issued by the manufacturer of the Covered Key to be replaced.
5. Any damages or loss, whatsoever, whether consequential, direct or otherwise, resulting from the failure or loss of a programmed Covered Key.
6. For Damage to Your Vehicle resulting from the use of intoxicants or narcotics by You or the driver of Your Vehicle at the time the emergency occurs, whether acting alone or in collusion with others.
7. For Damage to Your Vehicle resulting from the use of Your Vehicle in illegal or criminal acts by You or the driver of Your Vehicle at the time the illegal or criminal act and/or emergency occurs, whether acting alone or in collusion with others.
8. If the COVERED VEHICLE is leased, the following will not be covered: (i) replacement of any KEY(S) KEY(S) that are not accounted for during the final lease inspection by the SELLING DEALER; (ii) any charge assessed by the SELLING DEALER for missing KEY(S) on the end-of-lease inspection report; (iii) any claim filed after the lease termination date; and (iv) any repair or replacement covered by warranty, recall or acknowledgement of responsibility issued by the manufacturer of the KEY or ELIGIBLE KEY to be replaced including "wear and tear" programs provided for leased vehicles.
9. Any damage to or non-functioning of KEY(S) caused by wear and tear (e.g., battery failure/loss of charge, cosmetic damage).
10. Any replacement of KEY(S) WHEN AT LEAST TWO (2) SETS OF KEY(S) WERE NOT DELIVERED AT THE TIME OF PURCHASE.
11. Any valet keys or aftermarket devices (such as remote start.) Any and all tolls, taxes, and fines.

## **B. EMERGENCY ROADSIDE SERVICE:**

Emergency Roadside Assistance is available 24 hours a day, 365 days a year for your disabled vehicle during the term of your active vehicle service contract. **For roadside assistance, you must call the dispatch number at 1-800-525-3969 and have your Vehicle Service Contract Number to have service dispatched to your location.** Roadside Assistance consists of Tire Change Service to change your flat tire with your inflated spare, Jump Start Service to jump-start a dead or weak battery, Lock-Out Service in gaining entry of the passenger compartment of your vehicle only, Vehicle Fluid Delivery to deliver gas or other vehicle fluids or Tow Service. Services are limited to a maximum of \$100.00 per incident. The cost of vehicle fluids and key cutting/ replacement are not covered. Any amounts over the program limits are payable to the service provider at the time of service. Only the registered vehicle for which the Agreement was purchased is covered under this program. Service excludes RV's, fleet vehicles, off-road vehicles, trailers, any vehicles in tow, vehicles over one ton capacity, commercial vehicles, vehicles already at a repair facility, or any vehicle which at the sole determination of the service provider is in such condition that service is likely to result in damage to the vehicle. Services do not dispatch through the above roadside assistance dispatch toll-free number are not reimbursable. Theft, vandalism, and accident-related incidents are not covered. Service may not be available in areas where state/provincial providers are exclusively utilized. **No service may be duplicated within 72 hours of the initial request.**

## **EXCLUSIONS**

This Agreement does NOT provide Coverage and payment will not be provided for:

1. For emergencies resulting from the use of intoxicants or narcotics by You or the driver of Your Vehicle at the time the emergency occurs, whether acting alone or in collusion with others.
2. For emergencies resulting from the use of Your Vehicle in illegal or criminal acts by You or the driver of Your Vehicle at the time the illegal or criminal act and/or emergency occurs, whether acting alone or in collusion with others.
3. For the cost of parts, fluids, lubricants, fuel, cost of installation of products or materials.
4. For non-emergency towing or other, non-emergency service.
5. For any service available through a valid manufacturer's warranty or service.
6. For mounting or removing of snow tires or chains; winching; extrication; tire repair, shoveling snow from around Your Vehicle.
7. For trucks with a gross vehicle weight of more than 1-ton.
8. If Your Vehicle is used for commercial purposes, which include pick-up and delivery service, shuttle, hauling, towing, road repair service, construction service, dealer service, snow removal or any other commercial use.
9. If Your Vehicle is used for racing, rentals, dealer loaners, limousine, taxi, police car or other, emergency vehicle.
10. For antique vehicles (meaning vehicles over 20 years).
11. For camping trailers, travel trailers, or any vehicles in tow.
12. For any and all taxes and/or fines.
13. For towing between repair facilities or after any necessary repairs have been completed.
14. For towing by other than a licensed service station or garage; vehicle storage charges; a second tow.
15. For service on a vehicle that is not in a safe condition to be towed or serviced, or that may result in damage to Your Vehicle if towed.
16. For towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.
17. For towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
18. For more than one disablement for the same cause during any seven-day period.
19. For service secured through any source other than Century.
20. No services will be performed when the COVERED VEHICLE is in an unsafe condition or location.
21. Damage or disablement due to accident, collision, flood, fire, or vandalism.

## **Roadside Assistance Claims Procedure:**

To obtain benefits under this Agreement, You must call Road America toll-free at 1 (800) 525-3969 and a service vehicle will be dispatched to Your assistance. **IMPORTANT:** Please be with Your Vehicle when the service provider arrives, as they cannot service an unattended vehicle.

## **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.

#### **Agreement Period**

This Agreement will end, terminate or lapse when the first of the following conditions have been met: (a) the Agreement terminates per the Term selected on the Application page of this Agreement and further described by Coverage type below; (b) when You no longer own the Vehicle and this Agreement has not been Transferred per the transfer terms contained herein. In the event that You no longer own the Vehicle, no refund shall be due unless this Agreement is canceled per the terms contained herein; (c) when the Vehicle's title has been branded in any manner; (d) When We have satisfied our duty to You under the "Limit of Liability" section contained herein; or (e) if this Agreement is voided in respect to odometer failure or odometer tampering. Selected associated Coverage under this Agreement may become void and Coverage will no longer be available for any components which may be affected by (a) alterations and/or modifications to Your Vehicle in a manner not recommended by the manufacturer.

1. Coverage begins on the **Effective Date** and expires when the **Term** selected on the **Application** page of this Agreement ends, measured from the **Effective Date**, and/or when the **Limits of Liability** for the Agreement have been reached, whichever occurs first.
2. The **Coverage** afforded You for Your Vehicle is determined by the **Schedule of Coverage** section in this Agreement. We will repair, replace, or reimburse You for reasonable costs for parts and labor to perform the repair or replacement (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 or replacement being made to Your Vehicle, except as described in the Emergency Repairs Clause. The repair may be completed with parts of like quality and kind, commensurate with the age and odometer reading of Your Vehicle at the time the part failed. In some cases, remanufactured or used parts may be utilized, or shipped by the **Administrator**.

#### **Limit of Liability**

1. **Key Replacement Coverage Per Replacement Visit** – Our liability for any one (1)-replacement visit shall in no event exceed the maximum benefit amount as determined in the **Schedule of Coverage** section of this Agreement, based upon Your Vehicle's Class as determined on the Application page of this Agreement (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 the retail price You paid for Your Vehicle (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 Bill of Sale may be requested for verification.

**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.

**Territory** – This Agreement applies to repairs and replacements 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 or replacements. At the sole discretion of the **Administrator**, replacement of any part may be with new parts, remanufactured parts or with parts of like kind and quality, at the time of claim initiation.

**Agreement Changes** – If any of the information in the **Application** section is omitted or does not conform to the program guidelines, We may correct Your Agreement as necessary and in the course of business send to You at Your address of record by first-class mail an endorsement with the necessary corrections.

### **CANCELLATION**

You may cancel this Agreement at any time by notifying the Selling Dealer or Administrator in writing of Your intent to cancel.

1. If the **Lienholder** requires this Agreement to be cancellable, then the Agreement is cancellable at the request of the **Lienholder**.
2. In the event, of a repossession or total loss of Your Vehicle, the rights under this Agreement shall immediately transfer to the **Lienholder**.
3. If You default in repayment obligations to the **Lienholder**, the Lienholder has the right to cancel the Agreement and apply the funds to Your repayment obligations. In the event of cancellation, the **Lienholder** shall be entitled to any resulting refunds.
4. If cancellation is requested by You or by the **Lienholder** and such a cancellation results in a refund, the refund shall be calculated as follows:
  - a. You or the Lienholder must send Administrator a statement indicating the actual mileage (odometer reading) of Your Vehicle on the date of the request. In the event, Your cancellation is a result of You trading-in Your Vehicle and there is a Lienholder listed on the Application page of this Agreement, You must also provide Administrator with a copy of Your payoff document provided from Your Lienholder. The cancellation process for Your request will not be initiated until We receive the pay-off document.
  - b. If this Agreement is canceled within the first thirty days and no claims have been filed, a refund of the full Agreement Price shall be remitted by Us. If this Agreement is canceled after the first thirty (30) days or if a claim has been filed, the refund amount, less a cancellation fee, will be determined by multiplying the amount You paid for this Agreement by the lesser of the ratio determined by:
    - i. The number of in-force days remaining for the Agreement compared to the original term of the Agreement, or
    - ii. The miles of remaining coverage under the Agreement as compared to the original terms of the Agreement.
  - c. In the event of a cancellation after the first thirty (30) days, Administrator may retain a cancellation fee of ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50), whichever is less.
  - d. If there is a **Lienholder**, the refund amount, less a cancellation fee (based on c. above), will be paid to the **Lienholder**. If there is not a **Lienholder** or We have received proof of pay-off of Your Vehicle, the refund amount, less a cancellation fee (based on c. above), will be paid to You.
  - e. For all cancellation options, 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.
5. Notice of cancellation/termination will be mailed to You within forty-five (45) days of the date of termination. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of the request



for a refund.

6. For all cancellation options, 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.

## TRANSFER

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.

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, non-commercial or business, use.

## ARBITRATION

**ARBITRATION AGREEMENT:** 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](http://www.adr.org)): The arbitration shall (1) be a location near the purchaser's residence; (2) the obligor will pay the Purchaser's portion of the filing fee if the purchaser is indigent. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## FILING A CLAIM

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 Agreement will not cover the damage caused for failure to secure prompt repair of the failed covered component. Any damage resulting from the continued operation of an impaired Vehicle will constitute a failure to protect Your Vehicle and will not be covered under this Agreement.
- (2) **Call the Administrator at 1-877-793-7123:** Call for instructions BEFORE You deliver Your Vehicle to any licensed repair facility other than the Selling Dealer. Repairs or replacements under this Agreement must be performed by the Selling Dealer if Your Vehicle is within 50 miles of the Selling Dealer, or, if approved in advance by the Administrator, by an authorized Dealer or repair facility.
- (3) **Provide Repair Facility with a Copy of Your Agreement, and/or Your Agreement Number and Administrator's telephone number.**
- (4) **Obtain Authorization from the Administrator** – Prior to teardown or any repair being made, instruct the Service Advisor at the repair facility to contact the Administrator 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** – All non-working Keys must be made available to the dealer for 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 Agreement. 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 Agreement, 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 AGREEMENT UNLESS YOU OR THE REPAIR FACILITY HAS RECEIVED AN AUTHORIZATION NUMBER FROM ADMINISTRATOR.
- (6) **Review Coverage** – After the Administrator has been contacted, review with the Service Advisor or Manager what will be covered by this Agreement. 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 Agreement and previously authorized, less any Deductible. Once authorization is obtained, and the repair is complete, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for timely payment. You must also pay for any repair or service that was not covered by the Agreement (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 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. On the next business day, You should report the repairs to the Administrator for reimbursement.

**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.**

## 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, You may cancel this Contract within thirty (30) days after the date the Contract was mailed to You 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:** **SCHEDULE OF COVERAGE, "A. Key Replacement"** subsection **"Exclusions"** is amended to include 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**."

**CANCELLATION** 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.

**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](http://www.insurance.ca.gov)). **CANCELLATION** is deleted and replaced 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 and this Agreement was financed by the lien holder, the calculated refund will be paid to the lien holder. The refund owed will be paid or credited no more than thirty (30) days from the earlier of the date **We** or the Selling Dealer receives the notice of the request to cancel or sooner if required by state law. **Cancellation by the Administrator:** This **Agreement** is non-cancelable by the **Administrator**. **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](http://www.adr.org)): The arbitration shall: (1) be a location near the purchaser's residence; (2) incorporate the California Consumers Legal Remedies Act as applicable and (3) require the obligor to pay the Purchaser's portion of the filing fee if the purchaser is indigent, as defined under California Code of Civil Procedure. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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

**Connecticut:** **NOTICE TO CONSUMERS** Pursuant to Connecticut General Statutes 42-260(c)(5)(F), this **Agreement** does not provide in-home service. Transportation of a vehicle is addressed by any portion of the **Agreement** which may provide roadside assistance. **ARBITRATION** is amended by the following: If there is a dispute regarding the terms of this Service Contract or the coverage of any claim filed with Us, **We** will make a reasonable effort to resolve the dispute with you. If **We** are unable to resolve the dispute, you may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of your covered vehicle, the cost of any disputed repairs, and a copy of this Service Contract document. The complaint should be mailed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. **Your** complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, your complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code. **AGREEMENT PERIOD** is amended to include the following: If the term of this **Agreement** is less than one (1) year, the Agreement term shall be automatically extended while any repairs covered under the Agreement are being done and the Vehicle is in the custody of the Repair Facility. **CANCELLATION** is amended to include the following: If the Agreement Holder returns the Vehicle or the Vehicle is sold, lost, stolen, or destroyed, the Agreement Holder may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**. The Agreement Holder may continue coverage and avoid cancellation for nonpayment if payment in full is made prior to the effective date of the cancellation.

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

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

**DEFINITIONS, "Pre-Existing Conditions"** is deleted and replaced with the following:

**Pre-Existing Conditions** means any components that are not functioning properly at the time of sale of the **Your Vehicle**. All components of **Your Vehicle** must be functioning properly at the time of sale of **Your Vehicle**. **PRE-EXISTING CONDITIONS, KNOWN TO YOU, ARE NOT COVERED UNDER THIS AGREEMENT**. Pre-Existing Conditions may be determined via a third party inspection at the time of loss or breakdown if deemed necessary by the **Administrator**.

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

In instances of consumer or lienholder cancellation, the refunds owed will be paid or credited within thirty (30) days of the date the **We** receive the notice of the request for cancellation.

**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.

**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 of 10% of the Vehicle Service Contract price or fifty dollars (\$50.00), whichever is less. **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.

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

**Louisiana:** **CANCELLATION** is amended by the following: 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. **You** may cancel this **Agreement** at any time by notifying the Administrator in writing of **Your** intent to cancel. You must also send the Administrator this **Agreement** and a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle at the date of the request. If this **Agreement** is canceled within thirty (30) days of the Sale Date. We will refund the full amount of the Cost of the Agreement. If the **Agreement** is canceled after the first thirty (30) days the refund will be made on an amount of the Agreement charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a fifty-dollar (\$50.00) dollar administrative fee. In the event of cancellation, the Lienholder, if any, will be named on the refund check. **INSURANCE STATEMENT:** Our obligations are guaranteed by an insurance policy. In the event that **We** cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, **You** may file a claim directly with American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH 43218-2579. This Agreement is not regulated by the Department of Insurance. Any concerns or complaints regarding this Agreement may be directed to the attorney general. This Agreement is not insurance.

**Maine:** **NOTICE TO CONSUMERS:** The Obligor's performance to you under this Agreement is guaranteed by American Commerce Insurance Company. You may file a claim with this insurance company If a covered claim is not paid within sixty (60) days after proof of loss has been filed 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 the address listed. 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. **CANCELLATION** is amended to include the following: A monthly penalty equal to ten percent (10%) of the returned amount will be added to any refund that is not paid or credited to **You** within forty-five (45) days after Our receipt of a cancellation request from **You**. **Cancellation by 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).** The Provider of the Service Contract shall mail a written notice to **You** at their last known address at least fifteen (15) days prior to the cancellation by the Provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If the Service Contract is canceled by the Provider for a reason other than nonpayment of the provider fee, the Provider shall refund to **You** one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. An administrative fee of ten percent (10%) of the provider fee or fifty (\$50) dollars, whichever is less, may be charged. Cancellation by Service Contract Holder: A Service Contract Holder may return the Service Contract within the applicable time period, if no claim has been made under the Service Contract prior to its return to the Provider, the Service Contract is void and the Provider shall refund to the Service Contract Holder or lienholder if the service contract holder has financed the purchase of the service contract the full provider fee and any sales tax refund required pursuant to state law. If forty-five (45) day period for refund payment is not met, a penalty of ten percent (10%) of the unearned provider fee will be added to the refund for each month the refund remains unpaid. After the applicable time period, a Service Contract holder may cancel the Service Contract and the Provider shall refund to the service contract holder one hundred percent (100%) of the unearned pro rata Provider fee, less any claims paid. An Administrative fee not to exceed ten percent (10%) of the Provider fee paid by the Service Contract Holder may be charged by the Provider.

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

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

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

**GENERAL PROVISIONS, "Agreement Period"** is amended by addition of the following:

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

**CANCELLATION** is amended by addition of the following:

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

**ARBITRATION** is amended by addition of the following:

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

**Massachusetts:** The Dealer is the Obligor in Massachusetts. Chapter 90 Section 7N174 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles. **NOTICE TO CONSUMERS:** Purchase of this **Agreement** is not required in order to register or finance **Your Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. The seller of this coverage is required to inform you of any warranties available to **You** without this contract.

**Minnesota:** **NOTICE TO CONSUMERS:** Section 325F.662 of the Minnesota Statutes requires the selling dealer to provide you with an express warranty of specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to you by the dealer. Any loss covered under the dealer's express warranty furnished pursuant to Section 325F.662 is excluded from coverage under this Contract during the term of the express warranty unless the dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this Contract. **CANCELLATION** is amended to include the following: 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 service contract is originally delivered to You by mail or at the time of sale, You may cancel this service contract within thirty (30) days after the date the service contract was mailed to **You** or delivered to **You** at the time of sale and receive a full refund of the service contract price provided no claim has been made under the service contract. . Upon return of the vehicle service contract to **Us** within the applicable time period, if no claim has been made prior to the return of the vehicle service contract to **Us**, the vehicle service contract will be voided and **We** will refund to **You** the full purchase price of the vehicle service contract. The right to void the vehicle service contract provided in this subsection is not transferrable, applies only to **You**, and is allowed only when no claim has been made prior to its return to **Us**. 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**. An administrative fee of ten percent (10%) of the provider fee or fifty (\$50) dollars, whichever is less, may be charged.

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

**CANCELLATION BY YOU:** You have a "free look period" of thirty (30) days from the **Agreement** Date if the **Agreement** was executed and delivered at the time of sale, or from the mailing date of the **Agreement** if the **Agreement** was delivered to **You** by mail. If **You** cancel this **Agreement** within the first thirty (30) days and no claim has been made, we shall refund to **You** or credit to **Your** account the full Purchase Price of the **Agreement**. If **You** cancel this **Agreement** during the first thirty (30) days but after a claim has been made, **We** will refund to **You** or credit to **Your** account the full Purchase Price of the **Agreement** less any claims paid. **We** will mail a notice of cancellation to **You** within forty-five (45) days of the date of cancellation. A penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to any refund that is not paid within forty-five (45) days of **Your** cancellation request to **Us**. The thirty (30) day "free look period" is not transferable and shall apply only to the original **Agreement** purchaser.

If **You** cancel this **Agreement** after the thirty (30) day "free look period" or if a claim has been made, **We** will refund to **You** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid and less an administrative fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less.

Notice of cancellation shall be mailed to **You** within forty-five (45) days of the date of cancellation.

**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.

**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](http://www.doi.nv.com)).

This **Agreement** is non-renewable.

**CANCELLATION OF YOUR AGREEMENT** is revised by addition of the following language, which supersedes any similar cancellation language in the contract: In instances of consumer or lienholder cancellation, the refunds owed will be paid or credited within forty-five (45) days of the effective date of 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 and **You** shall be refunded one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price. 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**.

**SCHEDULE OF COVERAGE, A. KEY REPLACEMENT, "Exclusions"** Items II.B., II.D., II.H. and III. are amended by the following:

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

**TRANSFER** Item A.1. is deleted and replaced with the following:

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

**ARBITRATION** is deleted in its entirety.

**New Hampshire: NOTICE TO CONSUMERS:** If you have any questions regarding this Contract, **You** may contact the Administrator by mail or by phone. Please refer to the application for the Administrator's address and toll-free number. In the event that **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street-Suite 14. Concord NH 03301, phone (603)271-2261. **ARBITRATION** is amended by the following: This Arbitration provision is subject to the New Hampshire Revised Statutes Annotated Chapter 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 thirty (30) day time period require the provider to provide the contract holder with the full purchase price or amount paid on the contract by refund or credit to the account of the contract holder, and to additionally pay the contract holder a 10% per monthly penalty, based upon the purchase price of the contract, if the refund or credit is not completed within 45 days of the cancellation of the contract.

**New Mexico: CANCELLATION** The cancellation section of this **Agreement** is amended to include the following: 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**. If a sixty (60) day period for refund payment is not met, a penalty of ten (10%) percent of the unearned provider fee will be added to the refund for each thirty (30) day period, or portion thereof, the refund remains 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](mailto: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.

**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. **Windshield:** This contract may provide duplication of coverage already provided by your automobile physical damage insurance policy. 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 owned 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. **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:** 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 61<sup>st</sup> day after the date of proof of loss; or a refund or credit is not paid before the 46<sup>th</sup> 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 (31<sup>st</sup>) 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 31<sup>st</sup> 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 not to exceed fifty dollars (\$50). (d) A provider who does not pay the refund or credit the service contract holder's account before the forty-sixth (46<sup>th</sup>) 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. 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:** The following disclosure(s) are added to this **Agreement**:

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

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

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

**SCHEDULE OF COVERAGE** is amended as follows:

"**Key Replacement Coverage**" is deleted and replaced by the following: In the event the **Agreement Holder's** Vehicle Key(s) is inoperable, lost or stolen, an approved claim will pay for key(s), transponders and any applicable programming up to and not exceed \$400 per occurrence for the Custom Program or \$750 per occurrence for the Supreme Program for the term of this **Agreement**.

"**Additional Key Replacement Coverage**" is deleted in its entirety. Key replacement coverage in Utah is limited to motor vehicle keys.

**A. KEY REPLACEMENT** is amended by addition of the following, which supersedes any similar language: If a **Covered Key** is stolen or becomes lost or inoperable, assistance will be provided to replace the **Covered Key** as needed.

**CANCELLATION** is amended by addition of the following:

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

**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.

**FILING A CLAIM** is amended by the following:

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

**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](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

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

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

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

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

**CANCELLATION** is amended by addition of the following:

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

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

**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) **Schedule of Coverage**, including "Coverage and Benefits" and the "Exclusions" subsections of "A. Key Replacement" and "B. Emergency Roadside Service"
- (b) **General Provisions**, including "Agreement Period" and "Limit of Liability"
- (c) **Cancellation**, including "Cancellation by the Administrator"
- (d) **Transfer**
- (e) **Arbitration**
- (f) **Filing a Claim**, including "Emergency Repairs"
- (g) Washington state-specific disclosure, under **Special State Requirements and Disclosures**

Customer Initials

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

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

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

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

**DEFINITIONS** is amended by addition of the following:

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

**CANCELLATION** is amended by addition of the following:

In instances of consumer or lienholder cancellation, the refunds owed will be paid or credited within forty-five (45) days of the effective date of cancellation.

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

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

**ARBITRATION** is deleted in its entirety.

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

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

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

**CANCELLATION** is amended by addition of the following:

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

SAMPLE