

MAINTENANCE PLUS

ADMINISTRATOR OBLIGOR:

California License No. 871100C88598

Century Automotive Service Corporation 6565 Americas Parkway NE Suite 1000

Albuquerque, NM

TOLL FREE: 1-877-793-7123

APPLICATION / TERMS & CONDITIONS

1. PURCHASER		MK2 AGREEMENT NO: SFVM						ΓNO: <mark>SFVM</mark>	
NAME					STREET				
CITY	STATE	ATE ZIP			PHONE H				
2. COVERED VEHICLE									
VIN MAKE	AR MAKE MODEL			Odometer reading on the agreement date TURBO / VEHICLE PURCHASE PRICE					
			4X4	\Box D	IESEL [SUPE	R CHGR	\$	
3. SELLING DEALER									
DEALER NAME					STREET				
CITY		STATE	ZIP		TELEP (HONE)			
4. CENTURY MAINTENANCE PLUS (CMP) AGREEMENT (Pages 1 and 2) ** ** CMP SERVICES MUST BE PERFORMED AT THE SELLING DEALERSHIP									
CMP Coverage Plan	PLAN-A	PLAN-B		PLAN	I- C	If no	box is checked	here, PLAN A will apply	
STANDARD B.	LENDED OIL	SYNTHETIC OIL		DIE	SEL		box is checked pply.	here, ONLY Standard Oil	
CMP TERM	TEI	RM	_MON	Purchase of the Century Maintenance Care (CMP) of the Century Care (CMP) co				I hereby decline the purchase of the Century Maintenance Care (CMP) coverage:	
CMP SERVICE		TOTAl	L MII	LES	co	verage:			
INTERVAL		INTER	VALS			X Purcha	aser Initials	A Purchaser Initials	
5. AGREEMENT CHARGE (CONTRACT PRICE)									
CENTURY MAINTENANCE PLUS (CMP) AGREEMENT CHARGE: \$									
6. AGREEMENT DATE									
MONTH DAY YEAR	R	Lienhold	ler Nar	ne & A	ddress:				
ADMINISTRATOR OBLIGOR: Century Automotive Service Corporation, 6565 Americas Parkway NE, Suite 1000. 87110, 1-877-793-7123. This is a Contract between You and the Administrator Obligor. The Administrator Obligor's performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH 43218-2579, Telephone 1-508-943-9000. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with American Commerce Insurance Company at the address listed above.									
SIGNED BY XSIGNED BY X									
PURCHASER DEALER'S REPRESENTATIVE Purchase of this coverage is optional, cancellable, and not required to register a motor vehicle, obtain financing, credit or any equivalent. This is not an automobile liability insurance contract. We do not disclose information about our customers to anyone, except as permitted by law. THIS AGREEMENT IS NOT AN INSURANCE POLICY: It is a Maintenance Agreement between You and the Administrator.									
		This section	inten	itional	ly left B	BLANK			

Century Maintenance Plus (CMP) DEFINITIONS

YOU, YOUR, AGREEMENT HOLDER means the purchaser of this AGREEMENT named in the Application section of this AGREEMENT.

or the person to whom this Agreement was properly transferred pursuant to the Transfer terms contained herein.

WE, US, OUR means the Administrator Obligor listed on the face of this AGREEMENT.

AGREEMENT means the Century Maintenance Plus (CMP) Agreement. It is an Agreement between YOU and US.

VEHICLE means the car or truck described in the Application section of this **AGREEMENT**.

PROGRAM means the time and mileage service intervals chosen by YOU in the Application section of this AGREEMENT.

AGREEMENT DATE means the date which YOU purchased this AGREEMENT as listed in the Application (Page 1) indicating the starting date of the PROGRAM selected.

EXPIRATION DATE means the date at which this AGREEMENT is no longer in force as determined by the length of time (CMP Term) for the PROGRAM selected.

SECTION I - Terms and Conditions

- A. AGREEMENT period The PROGRAM begins on the AGREEMENT DATE and mileage listed in the Application section and expires when the length of time (CMP Term) of the selected PROGRAM is reached.
- B. OUR Responsibilities WE agree to authorize the issuing dealer, or dealer under the same ownership, perform CMP services, as defined in Section II below, to the VEHICLE listed in the Application section of this AGREEMENT.
- C. YOUR Responsibilities YOU agree to have all CMP services authorized by US and performed at the issuing dealership, or other dealership under the same ownership, if YOU are instructed to do so. YOU agree to have each CMP service performed within 30 days or 1,000 miles of the scheduled service interval of the selected PROGRAM. YOU must present YOUR AGREEMENT to receive any CMP service.
 - a) Cancellation In the event of a repossession or total loss of Your Vehicle, the rights under this Agreement shall immediately transfer to the Lienholder. You may cancel this Agreement at any time by notifying the Selling Dealer or Administrator in writing of Your intent to cancel. You must also send the Selling Dealer or 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 the first thirty days and no claims have been filed, You will receive a full refund. If this Agreement is cancelled 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 number of in-force days remaining for the Agreement compared to the original term of the Agreement. The cancellation fee applies only to a cancellation made after the first thirty (30) days.

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 lien holder. If the **Agreement** holder elects cancellation, the **Administrator** may retain a cancellation fee not to exceed fifty dollars \$50. **REFER to SPECIAL STATE REQUIREMENTS AND DISCLOSURES** for state-specific cancellation provisions.

- D. Cancellation by the Administrator: This Agreement is non-cancelable by the Administrator.
- E. OUR Responsibilities WE agree to authorize the issuing dealer, or dealer under the same ownership, perform CMP services, as defined in Section II below, to the VEHICLE listed in the Application section of this AGREEMENT.
- F. Transfer However, in the event of YOUR death, the benefits herein will be available to YOUR spouse or legal representative.
- G. Limits of Liability OUR liability to YOU cannot exceed the cost YOU paid US for the PROGRAM less any CMP services performed by US to YOUR VEHICLE.
- H. 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.

SECTION II – Century Maintenance Plus (CMP) services

PLAN – A – When the appropriate coverage plan box has been checked on the Application, the following coverage will apply. Change engine oil – up to 5 quarts (synthetic or blended oils extra); Change engine oil filter; Lubricate front suspension (where applicable); Lubricate steering linkage (where applicable); Inspect constant velocity boots (CV Boots) (where applicable); Lubricate ball joints (where applicable); Inspect E.G.R. Valve and hoses; Inspect visible belts and hoses; Check PCV valve operation; Check and maintain drive axle fluid; Check and maintain the proper level of coolant; Check tire pressure and condition; Refill windshield washer reservoir; Check A/C system operation; Inspect brake master cylinder fluid level and condition; Check power steering fluid level; Check transmission fluid level and condition; Check the heating system operation; Check headlamp, turn signal and brake lamp operation; Check emergency brake operation; Inspect the battery; Inspect the engine air filter; Check the exhaust system; Inspect windshield wiper blades.

PLAN – B – When the appropriate coverage plan box has been checked on the Application, the following coverage will apply in addition to the coverage listed in Plan – A.

For up to 4,999 Service Intervals, rotate tires every other CMP

service. For 5,000 or more Service Intervals, rotate tires every CMP

PLAN - C - When the appropriate coverage plan box has been checked on the Application, the following coverage will apply instead of PLAN A or PLAN B.

Provide for maintenance as manufacturer recommends, including changing engine oil, filters and other services as required maintenance by the manufacturer. Note: As recommended at the time of contract sale, not subject to changes or updates that occur post contact sale.

B. Guidelines – Each service must be performed within 30 days or 1,000 miles of the scheduled service interval of the selected PROGRAM. The CMP services are available only to YOU and the VEHICLE listed in the Application section of this AGREEMENT. These services are available only through the Selling Dealer. WE may allow YOU to receive CMP services through another dealership owned by the Selling Dealer. YOU must present YOUR AGREEMENT to OUR cashier for each CMP visit.

SECTION III - What is Not Covered

- Any CMP services not authorized by US.
- Any additional costs for services not specifically covered by this AGREEMENT. Any mechanical breakdown or failure of YOUR VEHICLE.
- Any additional maintenance services that may be required or suggested by the manufacturer or US. (Does not apply to manufacturers requirements if you purchased PLAN-C)
- Any extra costs for synthetic or blended oils or lubricants, unless upgrade to synthetic, blended, or diesel oil is checked and paid for.

IF YOU HAVE ANY QUESTIONS, CALL YOUR DEALER OR CALL CUSTOMER SERVICE TOLL FREE 1-877-793-7123

SECTION IV - TRANSFER OF COVERAGE

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.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

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

CALIFORNIA

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 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: 1-508-973-9000. 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 to the department's internet website (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. You must also send the Selling Dealer or Administrator a statement indicating the actual mileage (odometer reading) of Your Vehicle at the date of the request. 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 not to exceed 10 percent 10% of the price of the Agreement or twenty five dollars \$25, whichever is less. And if this Agreement is cancelled 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 number of in-force days remaining for the Agreement compared to the original term 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.