

APPLICATION / TERMS & CONDITIONS

1. CONTRACT HOLDER

AGREEMENT NO: **CPDR00000000**

NAME	STREET
CITY STATE ZIP	TELEPHONE HM ( ) WK ( )

2. COVERED VEHICLE

VIN	Odometer reading on the agreement date	Vehicle Class
YEAR MAKE MODEL	VEHICLE PURCHASE PRICE \$	

3. ISSUING DEALER

DEALER NAME	STREET
CITY STATE ZIP	TELEPHONE ( )

4. TERM OPTIONS

5. AGREEMENT CHARGE (CONTRACT PRICE)

3 Year <input type="checkbox"/> 5 Year <input type="checkbox"/> If no Term selected, 3 year Term will apply	CENTURY PAINTLESS DENT REPAIR AGREEMENT CHARGE: \$
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6. LIENHOLDER NAME & ADDRESS

NAME	ADDRESS
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7. AGREEMENT SALE DATE

MONTH DAY YEAR
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ADMINISTRATOR OBLIGOR: Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM. 87190-3809, 1-877-793-7123. This is a Contract between You and the Administrator Obligor. The Administrator Obligor's performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH 43218-2579 Telephone 1-877-778-3450. 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.

I hereby acknowledge I have read this entire Agreement, pages 1 through 9, including but not limited to, Definitions, Schedule of Coverage, Exclusions, General Provisions, and Arbitration.

Purchase of this coverage is optional, cancellable, not required to register a motor vehicle obtain 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

**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. If You Have Any Questions, Call Your Dealer Or Administrator At 1-888-338-0389.**

## **DEFINITIONS**

**“Administrator,” “Administrator Obligor”** means **Century Automotive Service Corporation**, PO BOX 3809, Albuquerque, NM. 87190-3809, 1-888-338-0389, as printed on the **Application** page, whom provides administrative services for this **Agreement**.

**“Agreement”** means this **Century Paintless Dent Repair Agreement**.

**“Agreement Sale Mileage”** means the mileage on **Your Vehicle’s** odometer on the **Agreement Sale Date**.

**“Agreement Term”** means coverage begins on the **Agreement Sale Date**. The **Agreement Term** begins on the **Agreement Sale 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.

**“Agreement Sale Date”** means the date that **You** purchased this **Agreement**.

**“Application”** means the document that must be attached to and forms part of the **Agreement**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

**“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**.

**“Dealer,” “Issuing Dealer,”** and **“Selling Dealer”** mean the automobile dealership or lessor from whom **You** purchased or leased **Your Vehicle** and is referred to as the **Issuing Dealer** or **Selling Dealer** in the **Application** section of this **Agreement**.

**“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.

**“Paintless Dent Repair”** or **“PDR”** means the process used to remove small dings and minor dents (up to 4” in diameter) from the painted surface of **Your Vehicle** without harming the vehicle’s factory finish, subject to the limitations and exclusions set forth in this **Agreement**.

**“Reasonable Repair Costs”** means the actual amount charged for labor and parts by a licensed repair facility to perform a **Paintless Dent Repair**. Labor time **costs** are limited to the repair times shown the repair facility’s current retail hourly labor rate, and in the current year’s national, flat-rate hourly labor guide, and/or hourly labor rates per the current industry standard(s). **You** must pay for all diagnostic, disassembly, service, repair and other charges not authorized by **Us**.

**“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”** refer to the **Administrator Obligor** 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**

**Paintless Dent Repair (PDR)** means the process used to remove small dings and minor dents from the painted surface of **Your Vehicle** without harming the vehicle’s factory finish, subject to the limitations and exclusions set forth in this **Agreement**.

**PDR** is a process that was developed by automobile manufacturing teams that uses specialized hand tools to gently push the dented metal back to its original form. This process removes most small dents and dings without harming the vehicle’s factory finish. Paint transfer and light abrasions can often be rubbed out through the **PDR** process. A **PDR Technician** will examine the damaged area prior to performing **PDR** to determine if the dent(s) can be repaired by the **PDR** process. We will utilize the **PDR** processes to repair most small dents and dings only on vertical panels on **Your Vehicle**, subject to the conditions, exclusions, and limitations contained herein.

**We** will have fulfilled our obligations after an examination of **Your Vehicle** and an explanation is given for any dent(s) not repairable using **PDR** or if the damaged area cannot be completely repaired by the **PDR** process. **Administrator** and the **PDR Technician** retain sole authority to determine whether the damage can be repaired using the **PDR** process.

## **EXCLUSIONS**

**This Agreement does NOT provide Coverage and We will not provide payment for:**

1. **Dents too large in size (exceeds 4” in diameter) shall be deemed non-repairable using the PDR process.**
2. **Loss of use of the vehicle, loss of time, inconvenience, commercial loss, or any incidental or consequential damages.**
3. **Damage caused by or related to: abnormal wear; acts of god; aesthetic damage (including but not limited to scratches, paint deterioration; chips, cracks or other damage to the paint on the surface of the vehicle; nicks; normal wear and tear); damage caused by or related to animals (including pets); fire; flood; mischief; misuse; natural disaster or acts of nature; neglect; overloading; riot/civil commotions; vandalism; or water intrusion.**
4. **Environmental damage including, but not limited to, rust, corrosion, hail damage, and damage from chemicals.**
5. **Chrome or unpainted portions of the vehicle, glass, plastic, or other non-metal exterior sections of the vehicle body or attached to the vehicle body.**

6. If any alterations have been made to Your Vehicle, or if You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including, but not limited to, the failure of any custom, non-factory, or add-on-part/equipment, except for vehicles with factory licensed and factory installed part/equipment.
7. If Your Vehicle is used for Commercial Use, competitive driving, taxi or livery, snow plowing, or used for hire to the public or used to transport people for hire. If your vehicle is used for municipal or professional emergency or police services.
8. Any damage to the interior of the vehicle or the undercarriage of the vehicle.
9. Dents or dings in creases of the vehicle body, dents in body lines or curves, or dents on the edge of a body panel.
10. Dents, dings or creases that will damage the body or paint finish if the PDR system is utilized.
11. Dents or dings that are not capable of being completely repaired using the PDR process.
12. Dents or dings that must be repaired using putty, sanding, bonding, primer or paint.
13. Dents or dings where access is restricted due to manufacturer-installed bracing, double metal panels, aftermarket installations or other access limitations.
14. Deep dents that stretch the metal too far and do not allow the metal to return to its original form.
15. Dent or dings on Commercial Use vehicles.
16. When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Agreement), or a repairer's guarantee warranty. Further, Coverage under this Agreement is similarly limited if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
17. Damage to Your Vehicle or other property resulting from the use of intoxicants or narcotics, or the use of Your Vehicle in the commission of an illegal act.

#### **Paintless Dent Repair Claims Procedure:**

To make a claim for dent removal, call (877) 778-3437 within 30 days of the appearance of any damage for instructions and obtain a confirmation number before work is commenced. If you are within 50 miles, You must return Your Vehicle to the Issuing Dealer. If You are not within 50 miles of Your Issuing Dealer, You may go to any appropriate franchise dealer upon prior authorization by Us. A PDR Technician will inspect the Vehicle and determine whether any dent damage is covered by the Agreement, and provide appropriate services as described herein. Any person who knowingly conceals for the purpose to mislead, or omits information concerning any fact material to an application or statement of claim, may be subject to prosecution for fraud.

#### **INELIGIBLE VEHICLES**

- A. Any import vehicle that has not been originally manufactured to U.S. specifications, and/or has been imported through means other than factory authorized importer or distributor, commonly known as "Gray Market" automobiles.
- B. Rebuilt or modified vehicles.
- C. Vehicles for which the title has been branded such as, but not limited to: branded, salvage, junk, lemon, rebuilt, totaled, flood, fire, branded, or water damaged.
- D. Vehicles for which any portion of the manufacturer's warranty has been cancelled.

#### **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**

Coverage begins on the Agreement Sale Date and expires when the Term selected on the Application page of this Agreement ends, measured from the Agreement Sale Date. This Agreement will end, terminate and lapse when You sell Your Vehicle and no refund shall be due unless it is cancelled as described in this Agreement.

#### **Coverage**

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

#### **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 N.A.D.A. published average adjusted retail value of Your Vehicle, on the date of transfer, taking age and mileage into consideration. A copy of Bill of Sale may be requested for verification.

### **Transferring Coverage**

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

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

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

In the event of a repossession or total loss of **Your Vehicle**, the rights under this **Vehicle Agreement** shall immediately transfer to the lien holder. This **Agreement** is Non-renewable.

### **Cancellation of Your Agreement**

*Refer to SPECIAL STATE REQUIREMENTS AND DISCLOSURES; state specifics may apply.*

**You** may cancel this **Agreement** at any time and for any reason by notifying the **Selling Dealer** or **Administrator** in writing of **Your** intent to cancel. **You** must also send the **Selling Dealer** or **Administrator** a copy of this **Agreement** and a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** at the date of the request. If this **Agreement** is cancelled 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 lesser of the ratio determined by:

- a) the number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or
- b) the miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**. If there is no lien holder, the refund will be paid to **You**. If there is a lien holder, the refund will be paid to the lien holder. In the event of a cancellation after the first thirty (30) days, the **Administrator** may retain a cancellation fee of ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50), whichever is less.

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.

For all cancellation options, the same refund process would be used in the event of this Agreement ending, rejection, termination, lapse, or voiding and it results in a refund.

### **Cancellation by the Administrator**

This **Agreement** is non-cancelable by the **Administrator**.

### **Our Rights to Recover Payment**

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

### **Arbitration**

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

### **Territory**

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

### **Licensed Repair Facilities**

The **Administrator** reserves the right to have the **Vehicle** repaired at a licensed repair facility of its choice.

### **Payment/Reimbursement**

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

## **SPECIAL STATE REQUIREMENTS AND DISCLOSURES**

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

**Alabama: CANCELLATION** is amended to the following: If this Contract is originally delivered to **You** by mail, **You** may cancel this Contract within twenty (20) 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 cancelled 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, "Exclusions"** is amended by addition of the following:

**Pre-Existing Conditions are not covered under this Agreement.**

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

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

**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. 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.

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

The Arbitration clause does not preclude an Arizona Customer's right to file a complaint with the Arizona Department of Insurance and Financial Institutions, Consumer Protection Division for relief under the provisions of Arizona Revised Statutes (ARS) §§ 20-1095.04 and/or 20-1095.09.

**Arkansas: NOTICE TO CONSUMERS:** Purchase of this Service Agreement is not required in order to purchase or obtain financing for a motor vehicle. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the Service Contract to the Provider.

**CANCELLATION:** Unless this Agreement states that, This Agreement is non-cancelable by the Administrator and/or Obligor, the following provisions apply. The Provider shall mail a written notice to the Contract Holder within fifteen (15) days of the date of termination in the event the Provider terminates the Service Contract. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, a 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 amended with the following: **You** may cancel this **Agreement** at any time by notifying the Selling Dealer or **Administrator** in writing of **Your** intent to cancel. If this **Agreement** is canceled within the first sixty (60) and no claims have been filed, **You** will receive a full refund. If the **Agreement** holder elects cancellation after the first sixty (60) days, the **Administrator** may retain a cancellation fee often (10%) percent of the price of the Agreement or twenty-five dollars (\$25.00), 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 lesser of the ratio determined by the number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or the miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**. If there is no lien holder, the calculated refund will be paid to **You**. If there is a lien holder, the calculated refund will be paid to the lien holder. **NOTICE TO CONSUMERS** is amended to include the following: In the event of a claim arising in California, the proper venue for litigation shall be in California. **ARBITRATION** is amended by the following: Any controversy or claim arising from or relating to this contract or the breach thereof shall be settled by arbitration administered by the American Arbitration Association under its applicable local procedures for Consumer Disputes, under the Consumer Arbitration Rules ([www.adr.org](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©(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 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**:

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, including any applicable refund due, 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 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph: 1-877-778-3450.

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

**SCHEDULE OF COVERAGE, "Exclusions"** is amended by the following:

Any reference to "sludge" is hereby deleted.

Pre-Existing Conditions, known to **You**, are not covered under this **Agreement**.

**Items 3 and 6** are amended by the addition of, "Alteration, abuse or misuse may only be excluded if the alteration, abuse or misuse was done by **You** or with **Your** knowledge."

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

**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** within the first sixty (60) days, **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 purchase price 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.

**GENERAL PROVISIONS, "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 not to exceed the lesser of 10% of the Vehicle Service Contract price or fifty dollars (\$50.00). **NOTICE TO CONSUMERS:** The Administrator Obligor is Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM 87190-3809, 1-877-778-3437.

**Indiana: NOTICE TO CONSUMERS:** THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW. Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the insurance company, which guarantees our obligation to you, providing such insurance was in effect at the time you purchased this Contract. The 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, including any applicable refund due, 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.

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

R.S. §51:3164 (12)(b)(c) the motor vehicle service contract is not regulated by the Department of Insurance and any concerns or complaints regarding the motor vehicle service contract may be directed to the Louisiana Attorney General.

**Maine: 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, including any applicable refund due, 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**. 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. An administrative fee not to exceed ten percent (10%) of the provider fee may be charged. A Service Contract Holder may return the Service Contract within the applicable time period, if no claim has been made under the Service Contract prior to its return to the Provider, the Service Contract is void and the Provider shall refund to the Service Contract Holder or lienholder if the service contract holder has financed the purchase of the service contract the full provider fee and any sales tax refund required pursuant to state law. A monthly penalty equal to ten percent (10%) of the Provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Provider. After the applicable time period, a Service Contract holder may cancel the Service Contract and the Provider shall refund to the service contract holder one hundred percent (100%) of the unearned pro rata Provider fee, less any claims paid. If the Agreement holder elects cancellation, the Administrator may retain a cancellation fee of fifty dollars \$50 or ten (10%) of the Agreement price, whichever is less only for those cancellations that are either: 1) after the thirty (30) day free look period or 2) for those cancellations during the free look period where a claim has been made.

**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.

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, including any applicable refund due, 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 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph: 1-877-778-3450.

**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**.

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

If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was received by **You** and receive a full refund of the **Agreement** Purchase Price, provided no claim has been made under the **Agreement**. The Provider shall issue **Your** refund within forty-five (45) days of the cancellation notification. If the Provider does not provide **Your** refund within forty-five (45) days, a penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to the refund.

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

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

**Minnesota: NOTICE TO CONSUMERS:** Section 325F.662 of the Minnesota Statutes requires the selling dealer to provide you with an express warranty of a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to you by the dealer. Any loss covered under the dealer's express warranty furnished pursuant to Section 325.F.662 is excluded from coverage under this Contract during the term of the express warranty unless the dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this Contract. **CANCELLATION** is amended to include the following: If You, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return. **ARBITRATION** is amended to include the following: The venue for any arbitration is required to be in Minnesota.

**Mississippi: ARBITRATION** is deleted in its entirety. Pursuant to Title 19, Rule 4:04, the **Cancellation** section of this Contract is amended to include the following: **Cancellation by Service Contract Holder.** If this Contract is originally delivered to You by mail or at the time of sale, You may cancel this Contract within thirty (30) days after the date the Contract was mailed to You or delivered to You at the time of sale and receive a full refund of the Contract price provided no claim has been made under the Contract. 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**.

**Cancellation by Service Contract Provider.** (If this Agreement states this or something similar: "**This Agreement is Non-Cancelable by the Administrator/Obligor**", 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, plus an Administrative fee. The Administration fee may not exceed ten percent (10%) of the gross service contract provider fee paid by the Service Contract Holder or fifty dollars (\$50), whichever is less. **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: GENERAL PROVISIONS, "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.

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

**New Jersey: 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 10 days of receipt of the contract, or a longer period specified in the contract, if delivered at the time of purchase; or (b) within 30 days of the date of the contract was sent to the contract holder, or a longer period specified in the contract, if not delivered at the time of purchase; and (2) if cancelled within the time period specified in subparagraph (a) or (b) of paragraph (1) of this subsection, require the provider to provide the contract holder with the full purchase price or amount paid on the contract by refund or credit to the account of the contract holder, and to additionally pay the contract holder a 10% per monthly penalty, based upon the purchase price of the contract, if the refund or credit is not completed within 45 days of the cancellation of the contract.

**New Mexico: CANCELLATION** The cancellation section of this **Agreement** is amended to include the following: 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 the administrator provider fails to refund the purchase price or credit the account of the agreement holder within sixty (60) days after the **Agreement** is cancelled, the administrator provider shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty-day period or portion thereof that the refund and any accrued penalties remain unpaid. This service contract is insured by American Commerce Insurance Company. If the service contract provider fails to pay **You** or otherwise provide **You** with the covered service within 60 days of your submission of a valid claim, **You** may submit **Your** claim to American Commerce Insurance Company at: 1-877-778-3450, [claimsmail@mapfreusa.com](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.

**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. This **Agreement** does not have a deductible.

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

**SCHEDULE OF COVERAGE, "Exclusions"** is amended by addition of the following disclosure(s):

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**.

**Pre-Existing Conditions are not covered under this Agreement.**

**GENERAL PROVISIONS, "Transferring Coverage"** Item 1. is deleted and replaced with the following:

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

**GENERAL PROVISIONS, "Cancellation of Your Agreement"** and **"Cancellation by Administrator"** are revised by addition of the following language, which supersedes any similar cancellation language in the contract:

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

**CANCELLATION BY THE PROVIDER:** The **Provider** may cancel this **Agreement** for any reason within the first thirty (30) days after the **Agreement** date. If no claims have been made, the **Provider** will refund the full Purchase Price of this **Agreement**. After the first thirty (30) days, the **Provider** may only cancel this **Agreement** for the following reasons: (1) failure by **You** to pay the Purchase Price; (2) **Your** conviction of a crime which results in an increase in the service required under the **Agreement**; (3) fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim; (4) an act of omission by **You** or **Your** violation of any condition of the **Agreement** which occurred after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**; or (5) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Agreement** was sold. If the **Provider** cancels this **Agreement**, a written notice of cancellation will be mailed to **You** at least fifteen (15) days prior to the Effective Date of cancellation. No cancellation fee will be charged, but the **Provider** may deduct from **Your** refund any outstanding balance on **Your** account from the amount of the Purchase Price that is unearned by the **Provider**.

**GENERAL PROVISIONS, "Arbitration"** is deleted in its entirety.

**GENERAL PROVISIONS, "Payment/Reimbursement"** is revised by addition of the following:

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.

**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 a 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: NOTICE TO CONSUMERS:** This contract is not insurance and is not subject to insurance laws of this state. If a covered claim and/or refund is not paid within sixty (60) days after proof of loss is filed with the **Us**, or if **We** become insolvent or otherwise financially impaired, **You** may file a claim directly with **Our** service contract reimbursement insurer, **American Commerce Insurance Company**, for reimbursement, payment, or provision of a covered service. 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, including any applicable refund due, 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.

**Oklahoma: Obligor Oklahoma License Number: 44199013 NOTICE TO CONSUMERS:** Obligor is Century Automotive Service Corporation PO Box 3809, Albuquerque, NM 87190-3809. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. **CANCELLATION** is amended with the following: In instances of consumer or lienholder cancellation, the refunds owed will be paid or credited within thirty (30) days of the date the Obligor receives the notice of the request for cancellation. **CANCELLATION BY YOU:** If **You** cancel this **Agreement** within thirty (30) days of the Sale Date, will refund the full amount paid off the Agreement Purchase Price. 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: 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. If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the date the **Agreement** was mailed to **You** and receive a full refund of the Agreement price provided no claim has been made under the **Agreement**. The right to void the **Agreement** as provided is not transferable and shall apply only to the original Agreement purchaser and only if no claim has been made prior to its return to the Provider.

**Texas: NOTICE TO CONSUMERS:** The following disclosure(s) are added to this **Agreement**:

Contract Holder may apply for reimbursement directly with the insurer if: a covered Service Contract is not provided to the Contract Holder before the 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 of fifty dollars (\$50). (d) A provider who does not pay the refund or credit the service contract holder's account before the forty-sixth (46th) day after the date notice of cancellation is received by the provider is liable to the service contract holder for a penalty for each month an amount remains outstanding equal to 10 percent of the amount outstanding. The penalty is in addition to the full or prorated purchase price of the contract that is owed to the service contract holder under this section or the terms or the contract.

**CANCELLATION BY PROVIDER:** Unless this Agreement states that, "This Agreement is non-cancelable by the Administrator," the following provisions apply. Pursuant to Section 1304.159, the cancellation section of this Contract is amended to include the following: (a) A Provider may cancel a Service Contract by mailing a written notice of cancellation to the Service Contract Holder at their last known address stating the effective date of **cancellation** and the reason for the cancellation unless the reason for the cancellation is nonpayment, fraud, or a material misrepresentation by the Service Contract Holder or substantial breach of duty by the Service Contract Holder. The Provider must mail the notice before the fifth day preceding the effective date of the cancellation. (b) The Provider is not required to provide prior notice of cancellation if the Service Contract is canceled because of: (1) nonpayment of the consideration of the contract; (2) fraud or a material misrepresentation by the service contract holder to the Provider; or (3) a substantial breach of a duty by the Service Contract Holder relating to the covered product or its use. (c) A Service Holder whose contract is canceled by the Provider in accordance with this section is entitled to a prorated refund of the purchase price of the contract reflecting the remaining term of the contract, as prorated by time or mileage, decreased by the amount of any claims paid under the contract. A provider who cancels a contract under this section may not impose a cancellation fee.

**Utah:** 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.

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

**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.**

**SCHEDULE OF COVERAGE, "Paintless Dent Repair Claims Procedure"** is amended by 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.

**GENERAL PROVISIONS, "Cancellation of Your Agreement"** 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.

**GENERAL PROVISIONS, "Arbitration"** is deleted in its entirety and replaced by the following:

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

**Vermont: 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.

**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.

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

**CANCELLATION BY YOU:** All pro rata cancellations are subject to a cancellation fee of 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 will be added to **Your** refund per month the refund remains unpaid.

**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.

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

All arbitration shall be binding and compliant with RCW 7.04A.

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

- (a) **Schedule of Coverage**, including "Exclusions," "Paintless Dent Repair Claims Procedure," and "Ineligible Vehicles"
- (b) **General Provisions**, including "Agreement Period," "Limit of Liability," "Transferring Coverage," "Cancellation of Your Agreement" and "Arbitration"
- (c) Washington state-specific disclosure, under **Special State Requirements and Disclosures**

Customer Initials

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

**Wyoming: ARBITRATION** is deleted in its entirety. At the time of any disagreement the parties may mutually agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceeding shall be conducted within the state of Wyoming and comply with the Wyoming Arbitration Act. Wyoming law will be applicable to any Contract issued in Wyoming. **CANCELLATION** is amended to include the following: Service Contract Holder may return the Service Contract within thirty (30) days of the date the Service Contract was mailed to the Service Contract Holder or within ten (10) days of delivery if the Service Contract is delivered to the Service Contract Holder at the time of sale or within a longer time permitted under the Service Contract. If **You**, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return.