

APPLICATION / TERMS & CONDITIONS

MK15st

AGREEMENT NO: KGC00000000

1. CONTRACT

NAME	STREET		
CITYSTATEZIP	TELEPHONE HMWK		

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. KARR GUARD CHOICE COVERAGE OPTIONS

Roadside Service applies to all levels of coverage

Term	Class	Special Equipment	Coverage
MONTHS	Class	*(Optional) Cosmetic Wheel Repair *Cosmetic Wheel Repair only available with Tire and Wheel Repair/Replacement Coverage	A. Tire & Wheel Repair/Replacement B. Windshield Repair/Replacement C. Paintless Dent Repair..... D. Key Replacement

5. AGREEMENT SALE DATE

6. AGREEMENT PRICE

	\$
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7. LIENHOLDER NAME & ADDRESS

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ADMINISTRATOR OBLIGOR: Century Automotive Service Corporation, PO BOX 3809, Albuquerque, NM. 87190-3809, 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, to obtain lease financing, 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 TO THE INITIATION OF ANY OF THE FOLLOWING SERVICES UNDER THIS AGREEMENT, YOU MUST FIRST RECEIVE PRIOR AUTHORIZATION BY CONTACTING:

- For Tire and Wheel, Windshield Repair, Paintless Dent Repair, or Key Replacement, Call 1 (877) 778-3437.
- For Emergency Roadside Assistance, Call 1 (877) 778-3432.

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 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**.

Cosmetic Nature means cracks or chips that do not threaten the structural integrity of the glass and the repair of which would only enhance the appearance of the glass.

Cosmetic Tire and Wheel Damage means damage to tire or wheel that has been aesthetically blemished (including curb rash, discoloration, nicks, pitting, scrapes, and scratches) but still operates in the manner for which it was designed.

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 the original equipment (key and/or transponder) provided at the time of sale of **Your Vehicle**.

Covered Tire or Covered Wheel means the original equipment or like replacement tires and wheels, or aftermarket wheels if they meet the **Your Vehicle's** manufacturer's size specifications.

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

Covered Failure or Failure means the failure of a **Covered Tire or Wheel** due to contact with a **Road Hazard**. A **Covered Tire or Wheel** has failed when it can no longer perform the function for which it was designed solely because of its contact with a **Road Hazard**.

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**.

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**.

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**.

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**.

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.

Reasonable Repair Costs means the actual amount charged for labor and parts by a **Licensed Repair Facility** to perform a **Paintless Dent Repair** or to repair a **Covered Windshield** or **Covered Tire Or Wheel** as a result of a failure due to contact with a **Road Hazard**. Parts costs are limited to suggested retail prices of **Your Vehicle's** manufacturer. Labor time **costs** are limited to the repair times shown in the current year's national, flat-rate hourly labor guide and the repair facility's current retail hourly labor rate, and/or hourly labor rates per the current industry standard(s). **Reasonable Repair Costs** also include all necessary mounting, balancing, valve stems and taxes. **You** must pay for all diagnostic, disassembly, service, repair, and other charges not authorized by **Us**.

Reasonable Replacement Cost means the actual amount charged for labor and parts by a **Licensed Repair Facility** to replace a **Covered Windshield** or **Covered Tire or Wheel** as a result of a failure due to contact with a **Road Hazard**. Parts **costs** are limited to suggested retail prices of **Your Vehicle's** manufacturer. Replacement parts may be new, remanufactured, non-original equipment, manufacturer's parts or parts of a like kind and quality (which comply with applicable state and federal laws) when available and as deemed necessary by **Us**. Labor time costs are limited to the repair times shown in the current year's national, flat-rate hourly labor guide and the repair facility's current retail hourly labor rate. **Reasonable Replacement Costs** also include all necessary mounting, balancing, valve stems and taxes. **You** must pay for all diagnostic, disassembly, service, repair and other charges not authorized by **Us**. We reserve the right to use "like kind and quality" replacements.

Road Hazard means debris on the road surface such as nails, glass, potholes, rocks, tree limbs or any other object or condition not normally found in the roadway.

Structural Nature means cracks or chips repaired to restore structural integrity (prevent complete breakage) of the chipped or cracked glass.

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**

TIRE AND WHEEL:

We agree to pay on behalf of **You** or reimburse **You** for the **Reasonable Repair Cost** to repair or if not repairable, the **Reasonable Replacement Cost** to replace the original tires and wheels on **Your Vehicle** that fail due to contact with a **Road Hazard** with like kind and quality replacement tires and/or wheels. Coverage is limited to the manufacturer's original equipment tires and wheels or comparable or like replacements as deemed necessary by **Us**. **Covered Tires** are eligible for repair or replacement down to 3/32" tread depth. **Covered Wheels** are eligible for replacement only if the damage from a **Road Hazard** will not allow the tire to seal or the wheel is unsafe for use. **Coverage** also includes the cost of mounting, balancing, valve stems, and taxes for any tire repaired or replaced under this **Agreement**.

SPECIAL PROVISIONS RELATING TO AFTERMARKET WHEELS: Due to the nature of aftermarket wheels, it may not be possible for the **Repair Facility** to locate an exact matching replacement wheel. It is the responsibility of the **Repair Facility** or **You** to locate a replacement. If a matching replacement cannot be located, a cash settlement will be made to **You** in the amount of the purchase price of the damaged **Covered Wheel**. The **Administrator** may request proof of sale for verification of original purchase price of the aftermarket wheels. In the event that **You** are unable to provide proof of sale, the cash settlement amount will be equal to the purchase price of a like kind and quality wheel, as determined by the **Administrator**.

OPTIONAL COVERAGE

A. COSMETIC WHEEL REPAIR

We agree to pay on behalf of You or reimburse You for the **Reasonable Repair Cost** incurred for the repair or the like kind and quality replacement of a **Covered Wheel** identified above or for such replacement **Covered Wheel** while installed on the vehicle identified above, resulting from: curb rash, discoloration, nicks, pitting, scrapes, and scratches. **Coverage** is limited to the original equipment or like kind and quality replacement wheels, aftermarket wheels, or wheel cover if they meet the **Covered Vehicle's** manufacturer's size specifications.

- a. **Covered Wheels** on **Your Vehicle** damaged by contact with a **Road Hazard** are eligible for **Cosmetic Wheel Repair** or, if not repairable, replacement if the damage caused cosmetic scrapes, scratches or nicks to the **Covered Wheel**. **Administrator** and technician retain sole authority to determine whether the damage can be repaired. Tire pressure monitoring sensors on a **Covered Wheel** are eligible for replacement only if damaged from a **Road Hazard**.
- b. **Covered Wheel Covers** damaged by contact with a **Road Hazard** are eligible for replacement if the damage caused scrapes, scratches or nicks to the **Wheel Cover**.

SPECIAL PROVISIONS RELATING TO AFTERMARKET WHEELS and WHEEL COVERS: Due to the nature of aftermarket wheels, it may not be possible for the **Repair Facility** to locate an exact matching replacement wheel. It is the responsibility of the **Repair Facility** or **You** to locate a replacement. If a matching replacement cannot be located, a cash settlement will be made to **You** in the amount of the purchase price of the damaged **Covered Wheel** or **Wheel Cover**. The **Administrator** may request proof of sale for verification of original purchase price of the aftermarket wheels. In the event that **You** are unable to provide proof of sale, the cash settlement amount will be equal to the purchase price of a like kind and quality wheel or wheel cover, as determined by **Administrator**.

TOWING: In the event of a **Covered Failure**, We will reimburse **You** for reasonable towing charges up to eighty dollars (\$80) per occurrence. Any reimbursement shall be for actual towing charges in excess of any reimbursement **You** receive from the manufacturer, road club, or insurance company.

YOUR RESPONSIBILITY

Maintain proper tire inflation at all times per the specifications or guidelines of the vehicle or the tire manufacturer. Alignments, tire rotation, and balancing must be performed according to the manufacturer's required maintenance. Use all reasonable means to protect **Your Vehicle's** tires and wheels from further damage when a known problem exists. You must replace any tires when tread depth is 3/32" or lower. Tires properly replaced in a manner compliant with the **Vehicle** or the tire manufacturer's guidelines are covered for the remaining term of this Agreement.

EXCLUSIONS

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

1. Any repair or replacement made without the Our prior authorization, except for Emergency Repairs.
2. Any repair or replacement covered by a warranty, recall, or acknowledgment of responsibility issued by the manufacturer of the tire or wheel.
3. Damage covered by Your primary insurance provider.
4. Manufacturer defects.
5. Any damage that is considered Cosmetic Tire and Wheel Damage (unless the appropriate surcharge is indicated on the Application of this Agreement, the appropriate associated cost, and the required documentation has been collected by Us prior to the time of claim).
6. Costs to repair or replace wheels and tires that fail or become damaged due to Normal Wear; or that fail or become damaged due to abnormal wear; acts of God; aesthetic damage (including but not limited to scratches, paint deterioration, dents, nicks, normal wear and tear); damage caused by or related to animals (including pets); collision and/or accident; fire; flood; mischief; misuse; natural disaster or acts of nature; neglect; overloading; riot/civil commotions; vandalism; or water intrusion.
7. Damage, failure or loss due to modifications or repairs/installations that do not comply with Your Vehicle's manufacturer's specifications.
8. Damage (including Cosmetic Damage) due to or resulting from suspension, body, or frame damage; or where age or condition of the tire results in damage, failure or loss.
9. Destruction of a tire in either the sidewall or tread area due to dry-rot, cracking, peeling or separation of tread, or where age or condition of the tire results in failure or loss.
10. Tires and wheels where the tires have less than 3/32" tread depth at the lowest point on the tire tread at the time of damage; re-treaded, re-grooved, re-capped, or remolded tires; wheel locks and/or any inconvenience or expense caused by wheel locks; tires and wheels that do not meet factory specifications.
11. Tires that fail because of overloading, improper loading, or improper inflation.
12. Retreads or used tires installed on the vehicle to replace the original tires.
13. Tires and wheels that are not D.O.T. certified, do not meet Your Vehicle manufacturer's specifications.
14. Aftermarket tires or wheels that do not meet the Your Vehicle manufacturer's size specifications, and racing tires.
15. Covered Tires or Wheels transferred from Your Vehicle to another motor vehicle.
16. Any vehicle registered and normally operated outside the United States or Canada.
17. Any consequential loss or damage whatsoever, including loss, damage or injury to persons or property resulting from the failure of any of the parts of the vehicle described herein, the replacement of which is covered under the terms and conditions of this Agreement.
18. Any repair or replacement of any covered component or part which has not been damaged due to contact with a Road Hazard as defined in this Agreement, but which the repair facility or manufacturer recommends or requires to be repaired or replaced such as, but not limited to, matching sets of tires or wheels.
19. Tires or Wheels that have been lost or stolen.
20. Pre-Existing conditions are not covered under this Agreement.
21. Vehicles that exceed 18,000 pounds Gross Vehicle Weight Rating.
22. Commercial Use Vehicles.
23. Destruction of, or damage to a tire or wheel due to impact with a naturally occurring structure in the highway or roadway (including but not limited to curbs or barriers) unless the damage is Cosmetic Damage and the appropriate surcharge is indicated on the Application of this Agreement, the appropriate associated cost has been collected by Us prior to the time of claim.
24. Destruction of, or damage to a tire or wheel due to off-road vehicle use, construction site use, or driving on non-paved roads.
25. Damage resulting from interference with vehicle components, including but not limited to, fenders, exhaust or springs or resulting from tires that are incorrectly mounted, any tire/wheel imbalance or any improper repairs of the tires.
26. 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.
27. 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.

B. WINDSHIELD REPAIR and/or REPLACEMENT:

When the **Windshield** is damaged, We will repair or replace **Your Vehicle's** front windshield's cracks, stars or chips up to one and a half (1.5") inches in diameter, when it is damaged by either, (A) propelled rocks or other **Road Hazard** debris such as wood debris, metal parts, plastic or composite scraps, or any other propelled objects while the **Vehicle** is being driven or (B) caused by stress on the covered **Windshield** due to bumps in the highways, streets, or roads. **You** will receive benefits to cover damage of a **Structural Nature** and not of a **Cosmetic Nature**. Cracks, stars or chips on the **Treated Surface** that are determined to be repairable will be performed using the existing windshield repair process, subject to the following limitations and exclusions contained in this **Agreement**. Most front windshield minor cracks, stars or chips can be repaired and in most cases, a completed repair will not be noticeable. A windshield repair technician will examine the damaged area prior to performing windshield repair to determine if the cracks, stars or chips can be repaired. If the damage cannot be repaired, **Your** windshield will be replaced. **Administrator** and windshield repair technician retain sole authority to determine if a repair can be performed

using the windshield repair process or whether the windshield should be replaced.

LIMITS

Maximum of two (2) claims per year.

EXCLUSIONS

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

1. Any repair made without the Administrator's prior authorization.
2. Any additional costs for services not specifically covered by this Agreement.
3. Any mechanical breakdown or failure of Your Vehicle.
4. Any additional maintenance services that may be required or suggested by the manufacturer or Us.
5. Damaged due to abnormal wear; acts of God; damage caused by or related to animals (including pets); collision and/or accident; fire; flood; hail; modification of the vehicle; mischief; misuse; natural disaster or acts of nature; neglect; overloading; riot/civil commotions; vandalism; or water intrusion.
6. Any incidental or consequential damages of any kind, including but not limited to damages for loss of use of the Vehicle, damages to property, loss of time, loss of profits, loss of Income, or inconvenience.
7. Any repair or replacement covered by warranty, recall or acknowledgment of responsibility issued by the manufacturer.
8. Chips or star cracks over one and one half (1.5) inches in diameter.
9. Crack that extends to any windshield edge.
10. Replacement of any parts other than the covered Windshield.
11. 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.
12. 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.

C. PAINTLESS DENT REPAIR:

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 due 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. Any damage to the interior of the vehicle or the undercarriage of the vehicle.
7. Dents or dings within creases of the vehicle body, dents in body lines or curves, or dents on the edge of a body panel.
8. Dents, dings, or creases that will damage the body or paint finish if the PDR system is utilized.
9. Dents or dings that are not capable of being completely repaired using the PDR process.
10. Dents or dings that must be repaired using putty, sanding, bonding, primer or paint.
11. Dents or dings where access is restricted due to manufacturer-installed bracing, double metal panels, aftermarket installations or other access limitations.
12. Deep dents that stretch the metal too far and do not allow the metal to return to its original form.
13. Dent or dings on Commercial Use vehicles.
14. 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.
15. 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.

D. 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 Class One Vehicles and seven-hundred-fifty dollars (\$750.00) for Class Two 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. Any and all taxes and/or fines.
3. Any replacement made without Administrator'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. 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. 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.

E. 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 1-877-778-3432 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 \$80.00 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. 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. 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. The cost of parts, fluids, lubricants, fuel, cost of installation of products or materials.
4. Non-emergency towing or other, non-emergency service.
5. Any service available through a valid manufacturer's warranty or service.
6. Mounting or removing of snow tires or chains; winching; extrication; tire repair, shoveling snow from around Your Vehicle.
7. 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. Antique vehicles (meaning vehicles over 20 years).
11. Camping trailers, travel trailers, or any vehicles in tow.
12. Any and all taxes and/or fines.
13. Towing from or repair work performed at a service station, garage or repair shop.
14. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow.
15. 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. 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. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
18. More than one disablement for the same cause during any seven-day period.
19. Service secured through any source other than Road America. THIS IS NOT AROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

Roadside Assistance Claims Procedure:

To obtain benefits under this Agreement, You must call Road America toll-free at 1 (877) 778-3432 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.

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; or (d) 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) improper or incorrect repairs or maintenance, or (b) 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.
2. This Agreement will end, terminate or lapse when You Sell Your Vehicle and no refund shall be due unless it is canceled as described in this Agreement.
3. This Agreement is Non-Renewable.

Coverage: The Coverage afforded You for Your Vehicle is determined by the Coverage section on the Application and more fully described in the Schedule of Coverage in this Agreement. We will repair, 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.

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 reserves the right to attain the rights under this Agreement to the Lienholder. In the event of cancellation, the Lienholder shall be entitled to any resulting refunds.

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 copy of this Agreement and a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle on the date of the request. In the event that 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 (30) 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 not to exceed fifty dollars \$50 or ten percent (10%) of the Agreement purchase price, whichever is less.
 - d. If there is a **Lienholder**, the refund amount 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 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, of the effective date of **Obligor** cancellation, or sooner if required by state law.
 - f. 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.
4. A 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.

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 (\$50.00) 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, 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): 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 or at the time of sale, **You** may cancel this Contract within thirty (30) days after the date the Contract was mailed to **You** or delivered to **You** at the time of sale and receive a full refund of the Contract price provided no claim has been made under the Contract. If the Agreement is 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: CANCELLATION is amended to include the following: To cancel **Your** policy, contact the Obligor, Century Automotive, at 1-877-778-3437. No claim incurred or paid will be deducted from the amount of the cancellation refund. The pro rata refund is provided after deducting for administrative expenses associated with the cancellation. The cancellation shall only include only a cancellation fee or a cancellation penalty, but it shall not contain both. In the event of cancellation, the cancellation fee shall not exceed 10% of the purchase price of the service contract or \$50, whichever is less. **Your Agreement** may not be cancelled due to acts or omissions of the service company, assignees, or sub-contractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner: parts or components repaired or replaced under the Service Agreement may not be excluded; this **Agreement** cannot be canceled or voided by the service company or its representatives for Pre-Existing Conditions, prior use or unlawful acts relating to the product, misrepresentation by either the service company or its sub-contractors, ineligibility for the program, including gray market, high performance, and GM diesel autos. **NOTICE TO CONSUMERS:** All Exclusions shall ONLY apply to occurrences "after the Agreement start date" or "while owned by **You**." The Service Agreement Windshield repair and replacement coverage may be duplicated by **Your** automobile insurance. **ARBITRATION** is amended to include 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). **CANCELLATION** is amended with the following: **You** may cancel this **Agreement** at any time by notifying the Selling Dealer or **Administrator** in writing of **Your** intent to cancel. If this **Agreement** is canceled within the first sixty (60) and no claims have been filed, **You** will receive a full refund. If the **Agreement** holder elects cancellation after the first sixty (60) days, the **Administrator** may retain a cancellation fee of (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): 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. 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**:

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

OPTIONAL COVERAGE is amended as follows:

Item **B. WINDSHIELD REPAIR and/or REPLACEMENT** is amended by the addition of the following: Windshield coverage under this **Agreement** is limited to repair only. All references to "windshield replacement" are hereby deleted.

EXCLUSIONS under **A. COSMETIC WHEEL REPAIR** and **B. WINDSHIELD REPAIR and/or REPLACEMENT** are amended by addition of the following, which supersedes any similar exclusions language: Damage, failure, or loss due to misuse, abuse, or modification is excluded from coverage under this **Agreement** if the misuse, abuse, or modification was done by **You** or otherwise known to **You**. Pre-existing conditions that were known to **You** are similarly excluded from coverage under this **Agreement**.

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: **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** 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, total loss, or theft of the **Vehicle**.

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, 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. 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.

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

If **You** have any questions regarding this **Agreement**, **You** may contact the **Administrator** by mail or by phone. **You** may also contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000 if **You** have problems or questions about this **Agreement**.

CANCELLATION is amended by addition of the following:

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

CANCELLATION BY YOU: If **You** cancel this **Agreement**, **We** shall mail a written notice of termination to **You** within fifteen (15) days of the date of termination.

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

Our obligations under this **Agreement** 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 insurance. The **Agreement** is not regulated by the Department of Insurance. Any concerns or complaints regarding the motor vehicle agreement may be directed to the attorney general.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: **You** may cancel this **Agreement** at any time by notifying the **Administrator** in writing of **Your** intent to cancel. **You** must identify the **Agreement** on this notice and include a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** at the date of the request. If this **Agreement** is cancelled within thirty (30) days of the Sale Date, **We** will refund the full amount of the **Agreement** Purchase Price. If this **Agreement** is cancelled after the first thirty (30) days, **We** will refund an amount of the **Agreement** Purchase Price to be prorated by the lesser ratio of either the in-force days remaining as compared to the original **Agreement** term, or the miles of remaining coverage as compared to the original **Agreement** term. An administrative fee of fifty dollars (\$50.00) will be deducted from the pro rata refund.

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

The **Obligor's** performance to **You** under this **Agreement** is guaranteed by **American Commerce Insurance Company**. If a covered claim and/or refund is not paid within sixty (60) days after proof of loss has been filed with **Us**, including any claim for the return of the unearned portion of the provider fee, **You** may file a claim with American Commerce Insurance Company at 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph. 1 (877) 778-3450.

OPTIONAL COVERAGE, Item B. WINDSHIELD REPAIR and/or REPLACEMENT is amended by the following:

Windshield coverage under this **Agreement** is limited to repair only. All references to "windshield replacement" are hereby deleted.

CANCELLATION is amended by addition of the following:

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

CANCELLATION BY YOU: If **You** elect to return this **Agreement** within the first thirty (30) days and if no claims have been paid, the **Agreement** shall be void and **We** shall refund the full amount of the **Agreement** Purchase Price and any sales tax refund required, pursuant to state law. If **You** cancel this **Agreement** after the first thirty (30) days or after a claim has been made, **We** shall deduct any claims paid from **Your** pro rata refund, in addition to an administrative fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50.00), whichever is less. 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.

CANCELLATION BY ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the Administrator," the following provisions apply. If **We** cancel this **Agreement**, **We** shall mail a written notice to **You** at the **Agreement Holder's** last known address at least fifteen (15) days prior to the Effective Date of cancellation. This notice shall include the Effective Date of cancellation and the reason for the cancellation. If **We** cancel this **Agreement** for any reason other than nonpayment of the **Agreement** Purchase Price, **We** shall refund to **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid.

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

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

You are entitled to make a direct claim against the Provider's insurer upon the Provider's failure to pay any claim and/or refund, 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.

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

The **Selling Dealer** must provide **You** with an express warranty of specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to **You** by the **Selling Dealer**. Any loss covered under the **Selling Dealer's** express warranty is excluded from coverage under this **Agreement** during the term of the express warranty, unless the **Selling Dealer** becomes unable to meet its obligations and provided such loss is otherwise covered under this **Agreement**.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: 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.

CANCELLATION BY ADMINISTRATOR: Unless the Agreement states that, "This Agreement is non-cancelable by the Administrator," the following provisions apply. In the event that We cancel this Agreement, We shall mail a written notice of cancellation to Your last known address at least fifteen (15) days before the Effective Date of cancellation. However, if We cancel this Agreement for nonpayment, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered product or its use, only five (5) days' notice is required. The cancellation notice from Us shall include the Effective Date of cancellation and the reason for cancellation.

ARBITRATION is amended by addition of the following:

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

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

CANCELLATION BY YOU: If this Agreement is originally delivered to You at the time of sale or by mail, You may cancel this Agreement within thirty (30) days after the Agreement was delivered or mailed to You. If You return this Agreement to Us within the first thirty (30) days and no claims have been made under the Agreement, the Agreement shall be voided and We will refund to You the full Purchase Price. A penalty of ten percent (10%) of the Agreement Purchase Price per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The right to void this Agreement as described previously is not transferable, applies only to You, and is allowed only when no claim has been made under the Agreement prior to its return to Us.

CANCELLATION BY PROVIDER: 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 Agreement Purchase Price, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered Vehicle or its use. In the event that we cancel this Agreement for a reason other than nonpayment, We shall refund to You one hundred percent (100%) of the unearned pro rata Agreement Purchase Price, less any claims paid. We are not required to deduct the amount of any claims paid under an Agreement from the amount of a required refund.

ARBITRATION is deleted in its entirety.

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

CANCELLATION BY YOU: You have a "free look period" of thirty (30) business 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. 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. The thirty (30) day "free look period" is not transferable and shall apply only to the original Agreement purchaser.

Nebraska: **ARBITRATION** Chapter 25, Section 25-2602.01 of the Nebraska Code prohibits final and binding arbitration. Therefore, any proceedings and decisions will comply with the Nebraska Uniform Arbitration Act. Nebraska law will be applicable to any Contract issued in Nebraska. Pursuant to Neb. Rev. Stat. 44-3523(1): The insurer will pay on behalf of the motor vehicle service contract provider all sums which the provider is legally obligated to pay in the performance of its contractual obligations under the motor vehicle service contracts issued or sold by the provider.

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

New Jersey: **NOTICE TO CONSUMERS:** The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller. **CANCELLATION** is amended to include the following: The conditions governing the cancellation of the service contract by the service contract holder, which shall: (1) permit the contract holder, if the contract holder makes no claim arising under the contract, to cancel the contract: (a) within 30 days of receipt of the contract, or a longer period specified in the contract, if delivered at the time of purchase; or (b) within 30 days of the date of the contract was sent to the contract holder, or a longer period specified in the contract, if not delivered at the time of purchase; and (2) if cancelled within the time period specified in subparagraph (a) or (b) of paragraph (1) of this subsection, require the provider to provide the contract holder with the full purchase price or amount paid on the contract by refund or credit to the account of the contract holder, and to additionally pay the contract holder a 10% per monthly penalty, based upon the purchase price of the contract, if the refund or credit is not completed within 45 days of the cancellation of the contract.

New Mexico: **CANCELLATION** The cancellation section of this Agreement is amended to include the following: The Administrator Obligor shall charge a cancellation fee not to exceed ten percent (10%) of the Agreement purchase price after the full refund period or fifty dollars (\$50), whichever is less. If the Administrator Obligor 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 Obligor shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty-day period or portion thereof that the refund and any accrued penalties remain unpaid. This service contract is insured by American Commerce Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within 60 days of your submission of a valid claim, You may submit Your claim to American Commerce Insurance Company at 1-877-778-3450, claimsmail@mapfreusa.com or 3590 Twin Creeks Dr, Columbus, OH. 43218-2579. If You have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

New York: **OPTIONAL COVERAGE, Item B. WINDSHIELD REPAIR and/or REPLACEMENT** is amended by the following:

Windshield coverage under this Agreement is limited to repair only. All references to "windshield replacement" are hereby deleted.

CANCELLATION is amended by the following:

CANCELLATION BY YOU: If this Agreement was originally delivered to you by mail, You may cancel this Agreement within thirty (30) days after the Agreement was mailed to You and receive a full refund of the Purchase Price, provided no claim has been made under the Agreement. If You cancel this Agreement within the first thirty (30) days and no claim has been made, and Your refund is not made within thirty (30) days of Your request to cancel, a penalty of ten percent (10%) shall be added to Your refund for each additional 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. If We cancel this Agreement for a reason other than nonpayment, We will mail a written notice to You at Your last known address at least fifteen (15) days before the effective date of cancellation. This notice shall include the reason for and date of cancellation. If We cancel this Agreement for nonpayment, material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, no written notice is required.

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).

CANCELLATION is 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 PROVIDER Unless this Agreement states that, This Agreement is non-cancelable by the Administrator and/or Obligor, the

following provisions apply:: 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**.

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

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

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

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

ARBITRATION is deleted in its entirety.

North Carolina: CANCELLATION is amended with the following:.. If **You** cancel this Agreement with 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 based on time or mileage of the Agreement and the remaining term of the contract, 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: The following disclosure(s) are added to this **Agreement**:

The **Obligor** of this **Agreement** is Century Automotive Service Corporation, P.O. Box 3809, Albuquerque, NM 87190-3809. Century Automotive Service Corporation's Oklahoma Service Warrantor Association license number is **44199013**.

This **Agreement** is not insurance, and coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. This **Agreement** is not issued by the manufacturer or wholesale company marketing this product, nor will this **Agreement** be honored by such manufacturer or wholesale company.

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

If the term of this **Agreement** is less than one (1) year, the **Agreement** shall be automatically extended while the **Vehicle** is in the custody of the Repair Facility and any repairs covered under the **Agreement** are being completed.

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

In the event of cancellation, the lienholder, if any, shall be named on the refund check, and, in the event of cancellation upon repossession, the sole payee. 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, **We** shall refund the full amount paid off the Agreement Purchase Price. . If **You** cancel this **Agreement** after the first thirty (30) days, **Your** refund shall be based upon one hundred percent (100%) of the unearned pro rata Purchase Price, less any claims paid and less a service charge of ten percent (10%) of the Purchase Price or fifty dollars (\$50.00), whichever is less.

CANCELLATION BY ADMINISTRATOR: Unless this Agreement states that, "This Agreement is non-cancelable by the Administrator," the following provisions apply. In the event that **We** cancel this **Agreement**, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less the actual cost of any service provided under this **Agreement**.

ARBITRATION is deleted in its entirety.

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

We have contracted with **Brickell Financial Services Motor Club, Inc., dba Road America Motor Club**, at 7300 Corporate Center Dr., Ste. 601, Miami, FL 33126, to provide roadside assistance on **Our** behalf. If **You** experience any difficulty or have any questions regarding roadside assistance, please contact **Us** at 1 (877) 778-3450 or 1 (888) 338-0389.

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

Authorized claims shall not be deducted from a refund.

ARBITRATION is amended by the addition of the following:

Oregon prohibits final and binding arbitration unless mutually agreed upon by both parties. Any proceedings and decisions shall comply with the Oregon Arbitration Act.

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 or in person, **You** may cancel this **Agreement** within thirty (30) days after the date the **Agreement** was mailed to **You** or delivered to you in person and receive a full refund of the Agreement price provided no claim has been made under the **Agreement**.

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 61st day after the date of proof of loss; or a refund or credit is not paid before the 46th day after the date on which the Service Contract is cancelled by the Contract Holder.

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

OPTIONAL COVERAGE, Item **B. WINDSHIELD REPAIR and/or REPLACEMENT** is amended by the following:

Windshield coverage under this **Agreement** is limited to repair only. All references to "windshield replacement" are hereby deleted.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: **You** may cancel this **Agreement** at any time by notifying the **Selling Dealer** or **Us** in writing of **Your** intent to cancel. If **You** cancel this **Agreement** before the thirty-first (31st) day after the **Agreement** Purchase Date, **We** shall refund to **You** or credit to **Your** account the full **Agreement** Purchase Price, less any claims paid. The right to return this **Agreement** within the first thirty (30) days for a full refund, less any paid or pending claims, is not transferable and applies only to the original **Agreement** Purchaser. A cancellation fee of fifty dollars (\$50.00) will be deducted from any refund that is initiated by the **Agreement** Holder on or after the thirty-first (31st) day from the **Agreement** Purchase Date. If **We** do not pay or credit to **Your** account the refund due before the forty-sixth (46th) day after **You** provide notice of cancellation, a penalty of ten percent (10%) of the outstanding balance will be applied to **Your** refund for each month it remains unpaid.

CANCELLATION BY ADMINISTRATOR: Unless this Agreement states that, "This Agreement is non-cancelable by the Administrator," the following provisions apply. If **We** cancel this **Agreement** for any reason other than nonpayment of the **Agreement** Purchase Price, material misrepresentation by

You to Us, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, **We** shall mail a written notice of cancellation containing the reason for cancellation and date of cancellation to **You** at **Your** last known address at least five (5) days before the effective date of cancellation.

Utah: NOTICE TO CONSUMERS: This **Agreement** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. **You** may purchase this **Agreement** through payment up front or through installment payments. **The following language under section ADMINISTRATOR OBLIGOR is being replaced by the following: If the Administrator Obligor fails to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You may file a claim with American Commerce Insurance Company at the address listed herein. ARBITRATION is deleted in its entirety and replaced with the following. Arbitration in Utah is binding and shall be in compliance with the "Utah Arbitration Act" (Title 78, Chapter 31a). In accordance to Utah Code R590-122-4(5) ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR). A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. CANCELLATION Unless this Agreement states that, This Agreement is non-cancelable by the Administrator and/or Obligor, the following provisions apply:** The Provider of this Service Contract may cancel this agreement with written notice to the Contract Holders last known address with at least thirty (30) days' notice of such cancellation for the following reasons: (1) material misrepresentation related to the Vehicle; (2) substantial change in the risk assumed, unless the Provider has reason ably foreseen the change or contemplated the risk when entering into this Service Contract; or (3) substantial breaches of contractual duties, conditions, or warranties by the Contract Holder relating to the Vehicle. A ten (10) day notice will be given for non- payment cancellations. **Under FILING A CLAIM** the definition of emergency repair is being replaced with the following: emergency repair is defined as any breakdown that occurs outside of normal business hours.

Vermont: KEY REPLACEMENT: Coverage in Vermont is amended as follows: If Your Covered Key has failed due to defects or normal wear and tear, assistance will be provided to replace the Covered Key as needed. **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: If any promise made in the contract has been denied or has not been honored within sixty (60) days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington: The 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-001XOL) 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 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.

ARBITRATION AGREEMENT: 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 the exclusions and claims procedures detailed beneath **TIRE AND WHEEL** and Items **A. COSMETIC WHEEL REPAIR, B. WINDSHIELD REPAIR and/or REPLACEMENT, C. PAINTLESS RENT REPAIR, D. KEY REPLACEMENT** and **E. EMERGENCY ROADSIDE SERVICE**.
- b) **GENERAL PROVISIONS**, including "Agreement Period" and "Coverage"
- c) **CANCELLATION**
- d) **TRANSFER**
- e) **FILING A CLAIM**, including "Emergency Repairs"
- f) 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.

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.

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.

DEFINITIONS, "We, Us, and Our" is amended as follows:

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:

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** pro rata refund of the unearned Purchase Price shall be less any claims paid and less a cancellation fee of 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 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.

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. 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 deleted in its entirety and replaced with the following:

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

SAMPLE