

KARR GUARD PLUS Protection Package
Service Agreement for New and Used Vehicles

MK12sf

Agreement No. KGP

Form with fields for Issuing Dealer, Owner Name, Address, Vehicle, Lienholder, Term, and Class.

This Agreement, subject to the terms, conditions, and liabilities as set forth in this document is between the above-indicated Agreement Holder and Century Automotive Service Corporation, PO BOX 3809, Albuquerque, NM. 87190-3809 (the "Company").

I. KEY TERMS

"We", "Us", and "Our" refer to the provider of the Vehicle Service Contract benefits of this Agreement, the Administrator/Obligor of this Agreement, which is Century Automotive Service Corporation, PO BOX 3809, Albuquerque, NM. 87190-3809; Phone: (877) 778-3430. ADMINISTRATOR OBLIGOR CA LICENSE #: 0C88598
"You", "Agreement Holder," and "Your" mean the purchaser of the Vehicle described as the Owner Name in the Proof of Registration section of this Agreement.
"Vehicle" means the passenger car, van, sport utility, or light truck (1-ton or less) described in the Proof of Registration section of this agreement.
"Agreement Term" means coverage begins on the Agreement sale date. The Agreement Term begins on the Agreement sale date, and Your coverage ends on the Expiration Date listed in the Proof of Registration section of this Agreement.
"Agreement sale date" means the date that You purchased this Agreement.
"Agreement sale mileage" means the mileage on Your Vehicle's odometer on the agreement sale date.

II. REGISTRATION AND PRIOR AUTHORIZATION

By signing below You acknowledge that You have read and accepted the provisions of this Agreement as a complete statement of Your coverage and rights and that You are not relying on any writings other than this Agreement or any other representations or promises. By signing You acknowledge that You have received two sets of Keys and/or Transponders for the vehicle listed above. The purchase of this Agreement is optional, cancellable, not required to register a motor vehicle, purchase or obtain financing, credit, or the equivalent for the motor vehicle.
Prior to the initiation of any of the following services under this Agreement, You must first receive prior authorization by contacting:
• For Benefits including: Paintless Dent Repair, Windshield Repair/Replacement, Key Replacement, Vehicle Lockout Assistance, and Roadside Assistance call Administrator at 1-877-778-3430.

Purchaser/Authorized Signature Date Dealership Authorized Representative Date

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IV. AGREEMENT

This **Agreement** describes the benefits **You** will have under **Your Vehicle Service Agreement** (hereafter referred to as "**Agreement**"). In return for payment by **You** and subject to all the terms of this **Agreement**.

V. BENEFITS

A. WINDSHIELD REPAIR/REPLACEMENT:

When the Windshield is damaged **We** will repair or replace **Your Vehicle's** front windshield when it is damaged by (1) 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 (2) caused by stress on the Windshield due to bumps in the highways, streets, or roads. Most front windshield minor cracks, stars or chips can be repaired and in most cases a completed repair will not be noticeable. **You** will receive benefits to cover repairs of a **Structural Nature** and **not of a Cosmetic Nature**. 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 windshield cannot be repaired then it will be replaced.

Administrator and windshield repair technician retains sole authority to determine if a repair can be performed using the windshield repair process or whether it should be replaced.

Administrator will not pay benefits for:

1. Collision and/or construction damage is not covered under this Agreement.
2. Any and all taxes and fines.
3. Any repair or replacement made without the Administrator's prior authorization.
4. Any repair or replacement covered by warranty, recall or acknowledgment of responsibility issued by the manufacturer.

Windshield Repair/Replacement Claims Procedure:

To obtain benefits under this Agreement, **You** must call the Administrator toll-free at 1 (877) 778-3430 to obtain prior authorization. Any person who knowingly conceals for the purpose to mislead, or omits information concerning any fact material to an application or statement of claim, may be subject to prosecution for fraud. The Administrator is solely agreeing to pay the Reasonable Repair or Replacement Cost for windshield repair or replacement under the terms, conditions, and limitations set forth in this Agreement.

B. 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 on vertical panels and horizontal panels (**excluding hail damage**) 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. **We** and PDR Technician retain sole authority to determine whether the damage can be repaired using the PDR process.

Administrator will not pay benefits 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. Environmental damage including rust, corrosion, hail damage, and damage from chemicals.
4. 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.
5. Any damage to the interior of the vehicle or the undercarriage of the vehicle.
6. Chips, cracks or other damage to the paint on the surface of the vehicle, even if caused by the PDR repair.
7. Dents or dings on vertical and horizontal panels caused by hail damage, in the 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. Abuse

Paintless Dent Repair Claims Procedure:

To make a claim for dent removal, to obtain benefits, **You** must call Administrator toll-free at 1 (877) 778-3430. A PDR Technician will inspect the vehicle and determine whether any dent damage is covered by the Agreement, and provide appropriate services as described herein.

If **You** are more than 35 miles away and unable to return to **Your** dealership, call 1 (877) 778-3430 within 30 days of the appearance of any damage. Any person who knowingly conceals for the purpose to mislead, or omits information concerning any fact material to an application or statement of claim, may be subject to prosecution for fraud.

C. KEY REPLACEMENT:

If **You** have lost **Your** Keys or the Keys or transponder are damaged and will not work, assistance will be provided to replace the Key and/or transponder as needed. The maximum benefit for a Covered Keys, transponders and any programming (if applicable) is limited to four hundred dollars (\$400.00) per occurrence for loss or damage replacement for Class One through Four Vehicles and seven hundred fifty dollars (\$750.00) for Class Five through Seven Vehicles.

Administrator will not pay benefits for:

1. Repair or damage to **Your** Vehicle or other property. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of **Your** Vehicle in the commission of a felony.
2. Any key assistance services provided by a private citizen's assistance is not covered and is not reimbursable.
3. For any and all taxes and/or fines.
4. Any replacement made without Administrator's prior authorization.
5. Any repair or replacement covered by warranty, recall or acknowledgment of responsibility issued by the manufacturer of the Eligible Key to be replaced.
6. Any damages or loss, whatsoever, whether consequential, direct or otherwise, resulting from the failure or loss of a programmed Key.

Key Replacement Claims Procedure:

To obtain benefits under this Agreement, **You** must call Administrator toll-free at 1 (877) 778-3430 for instructions and to obtain a confirmation number before work on a replacement key commences.

1. If **You** are within a 35-mile radius of the Issuing Dealer, **You** must return there to have a replacement key cut and programmed. If **You** are outside of the 35 mile radius, **You** may go to any appropriate franchise dealer.
2. All non-working Keys must be made available to the dealer for inspection. Lost Keys do not have to be made available to the dealer.
3. The Issuing Dealer must fax a copy of the original repair order to the Administrator or final payment. The Issuing Dealer will be paid by Administrator via credit card as soon as an appropriate repair order is received by Administrator from Issuing Dealer.
4. If it is necessary for **You** to go to a non-Issuing Dealer, **You** shall call Administrator toll-free at 1 (877) 778-3430 for

instructions and to obtain a confirmation number before work on a replacement Key commences. You shall pay non-issuing Dealer for the replacement Key and Administrator shall reimburse You upon receipt of all repair orders, sales invoices or other relevant or appropriate documentation as may reasonably be requested by Administrator, as well as the confirmation number.

5. All replacement Keys and any programming is only available by Issuing Dealer or an appropriate franchise dealer. Administrator does not cut, order or program any lost or damaged Keys. These services are only provided by an appropriate franchise dealer.
6. Administrator is solely agreeing to pay the Reasonable Repair or Replacement Cost for Eligible Keys under the terms, conditions, and limitations set forth in this Agreement.

Administrator shall not provide any keys. Further, Administrator does not in any way warrant or guaranty, whether express or implied, any replacement key obtained by You and/or paid for by Administrator.

The issuance of a confirmation number does not imply nor shall it be constructed or interpreted as approval for a claim by Administrator, but only that You have fulfilled Your responsibility in reporting such a claim. Any person who knowingly conceals for the purpose to mislead, or omits information concerning any fact material to an application or statement of claim, may be subject to prosecution for fraud.

D. VEHICLE LOCK-OUT ASSISTANCE:

If Your keys are locked inside of Your Vehicle, Administrator will provide assistance in gaining entry to Your Vehicle. Lockout assistance for Your Vehicle is covered at no expense to You up to eighty-five dollars (\$85.00) per occurrence.

Administrator will not pay benefits for:

1. Repair or damage to Your Vehicle or other property. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of Your Vehicle in the commission of a felony.
2. Any key assistance services provided by a private citizen's assistance is not covered and is not reimbursable.
3. For any and all taxes and/or fines.
4. In an unsafe condition or location.
5. Any replacement made without Administrator's prior authorization.

Vehicle Lock-out Assistance Claims Procedure:

To obtain benefits under this Agreement, You must call Administrator toll-free at 1 (877) 778-3430 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.

E. 24-HOUR ROADSIDE ASSISTANCE:

Roadside Assistance is available throughout the United States and Canada 24-hours a day, 365-days a year. You will only have to pay for any covered costs in excess of the eighty dollars (\$80.00) per occurrence limit plus any non-covered expenses. Service must be a covered benefit under the terms and conditions of this Agreement and is available only for the vehicle listed on page 1 in the Information Schedule.

NOTE: Roadside Assistance obtained through any source other than Administrator is not covered and is not reimbursable unless prior authorization has been obtained.

The following are covered emergencies:

- **Towing Assistance** – When towing is necessary due to a breakdown or collision, Your Vehicle will be towed to Your Selling Dealership or a licensed repair facility of Your choice.
- **Battery Service** – If a battery failure occurs, a jump-start will be provided to start Your Vehicle.
- **Flat Tire Assistance** – Service consists of the removal of the flat tire and its replacement with the spare tire for Your Vehicle.
- **Fuel, Oil, Fluid and Water Delivery Service** – An emergency supply of fuel, oil, fluid, and water will be delivered if Your Vehicle is in immediate need. You must pay for the fuel or other fluid when it is delivered.

Administrator will not pay benefits:

1. For emergencies resulting from the use of intoxicants or narcotics, or the use of Your Vehicle in the commission of a felony.
2. For the cost of parts, fluids, lubricants, fuel, cost of installation of products, or materials.
3. For non-emergency towing or other non-emergency services.
4. For any service available through a valid manufacturer's warranty or service.
5. For mounting or removing of snow tires or chains; winching; extrication; tire repair, shoveling snow from around Your Vehicle.
6. For trucks with a gross vehicle weight of more than 1-ton.
7. 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.
8. If Your Vehicle is used for racing, rentals, dealer loaners, limousine, taxi, police car or other emergency vehicles.
9. For antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more).
10. For camping trailers, travel trailers, or any vehicles in tow.
11. For any and all taxes and/or fines.
12. For towing from or repair work performed at a service station, garage or repair shop.
13. For towing by other than a licensed service station or garage; vehicle storage charges; a second tow.
14. For service on a vehicle that is not in a safe condition to be towed or serviced, or that may result in damage to Your Vehicle if towed.
15. For towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.
16. For towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
17. For repeated service calls for a vehicle in need of routine maintenance or repair.
18. For more than one disablement for the same cause during any seven day period.
19. For service secured through any source other than Administrator. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.**

Roadside Assistance Claims Procedure:

To obtain benefits under this Agreement, You must call Administrator toll-free at 1 (877) 778-3430 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.

VI. DEFINITIONS

"Commercial Use" means carrying goods or passengers for compensation. This includes but is not limited to, using a vehicle as a taxi, or for livery or delivery services where compensation is provided for those services. Carpooling arrangements are not considered a commercial purpose under this Agreement.

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

"Manufacturer's Warranty" means the manufacturer's full warranty provided at no additional cost to You that covers repairs to correct any vehicle tire or wheel defect related to material or workmanship.

"Eligible Key(s)" or "Key(s)" means two (2) keys provided to You at the time of Your Vehicle's original delivery. The following keys are NOT eligible: Glove Compartment, Valet, Trunk, Alarm, Wheel, After-Market Remote/ Transponder, Lo-Jack, Club, Garage Door Key/Remote,

Home Security Remote, Remote/Transponder/Smart Card for vehicles other than **Your Vehicle**, and Remote/Key for Gated or Fenced-In Communities or Buildings.

“**Covered Repair**”, “**Covered Loss**”, or “**Covered Failure**” means the covered **Key(s)** that has been damaged or lost. The absence of a key at the time of delivery does not constitute a **Covered Loss**.

“**Reasonable Repair**” or “**Replacement Cost**” means the customary parts and labor costs required to complete the repair or replacement of the **Covered Failure** or **Covered Loss**, which in no case shall exceed the manufacturer’s suggested retail price for parts, labor and allowances as defined in the manufacturer’s labor time guide or the nationally recognized parts and labor time guides. **We** reserve the right to use “like kind and quality” replacements for lost or damaged **Keys** and for the replacement of a windshield that cannot be repaired.

“**Cosmetic Nature**” means Cracks or Chips that do not threaten the structural integrity of the glass and repaired to enhance the appearance of the glass without replacing the windshield or glass.

“**Structural Nature**” means Cracks or Chips repaired to restore structural integrity (prevent complete breakage) of the Chipped or Cracked glass without replacing the windshield or glass.

VII. SPECIFICS AND LIMITATIONS

Agreement Benefits

Benefits are available throughout the continental United States of America, Alaska, Hawaii, and Canada. The coverage included in this **Agreement** is not subject to a deductible. As a purchaser of this **Agreement**, **all benefits are available to You upto Your benefit limit, as described throughout this Agreement, without any additional payments required. You are responsible for any non- covered expenses. All claims must be reported during the term of this Agreement. If Your Vehicle is leased, any claim filed after the lease termination date will not be covered.**

Agreement Changes

If any of the information in the Proof of Registration 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.

Agreement Restrictions

If payment of the appropriate costs related to this **Agreement** is not made, there is no coverage provided by this **Agreement**. If the incorrect class is selected and/or special equipment have not been selected on page one (1) of this **Agreement** under the “Proof of Registration” Section, then no coverage will be provided by this **Agreement**.

VIII. CANCELLATION

If this **Agreement** is canceled by the **Agreement** Holder within the first sixty (60) days and no covered claim has been filed, the **Agreement** Holder will receive a full refund of the **Agreement Purchase Price**. Except as provided below, if this **Agreement** is canceled by the **Agreement** Holder after sixty (60) days or if a covered claim has been filed, the **Agreement** Holder will receive a pro-rata refund of the **Agreement Purchase Price**, determined by the number of days this **Agreement** has been in force divided by the number of days in the original **Agreement Term**. If there is no lienholder, the refund will be paid to **You**, the **Agreement** Holder. If there is a lienholder, the refund will be paid to the lienholder. All pro rata cancellations are subject to a (twenty-five dollars) \$25.00 cancellation fee or 10% of the **Agreement Purchase Price**, whichever is less. No refund shall be payable if this **Agreement** expires because the **Agreement Term** Benefit has been reached by the **Agreement** Holder.

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

In all cancellations, the refund owed will be paid or credited no more than thirty (30) days from the earlier of the date **We** or the **Selling Dealer** receives notice of the request to cancel or sooner if required by state law. In the event of a repossession or total loss of **Your Vehicle**, the rights under this **Agreement** shall immediately transfer to the Lienholder. In all cancellations, 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.

IX. TRANSFER

If the Vehicle identified above is sold, the **Agreement** Holder may transfer this **Agreement** to another person (other than a dealership) within thirty (30) days of ownership transfer. This **Agreement** may only be transferred once. Complete the following steps for transfer:

1. Type, or carefully print, the name and address of the person to whom You wish to transfer ownership of this **Agreement**:
Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
The **Agreement** Holder named on the front of this **Agreement** must sign here: _____
2. Enclose a check or money order in the amount of fifty \$50.00 payable to Century Automotive Service Corporation.
3. Enclose proof of transfer of ownership (Bill of Sale, Registration, etc.).
4. Send this original **Agreement**, proof of ownership transfer, and Your payment, to Century Automotive Service Corporation, PO BOX 3809, Albuquerque, NM. 87190-3809.

NOTE: The transfer will be recorded, and the original **Agreement** will be mailed to the new owner.

This Agreement is Non-Renewable.

X. IMPORTANT AGREEMENT PROVISIONS

This Agreement will not provide coverage if the condition existed prior to the purchase of this Agreement.

ADMINISTRATOR OBLIGOR is Century Automotive Service Corporation, PO BOX 3809, Albuquerque, NM. 87190-3809; Phone: 1-877-778-3430. This is an Agreement between You and the Administrator Obligor. This is not an automobile liability insurance contract. We do not disclose information about our customers to anyone, except as permitted by law. **THIS AGREEMENT IS NOT AN INSURANCE POLICY:** It is a Service Agreement between You and the Administrator. The Administrator Obligor’s performance under this Agreement is insured by an insurance policy issued by American Commerce Insurance Company. You may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within 60 days after Your request. The name and address of the insurance company is: American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH. 43218-2579, Telephone 1-877- 778-3450.

EMERGENCY REPAIRS: If emergency repairs covered by this **Agreement** are required outside of the **Selling Dealer’s** or **Administrator’s** business hours, **You should deliver Your Vehicle to a Licensed Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator. To report an emergency repair and obtain a reimbursement, please call the claims number below for instructions. Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation.**

ARBITRATION AGREEMENT: Any controversy or claim arising from or relating to this Agreement 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), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

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

Alabama: **CANCELLATION** is amended to the following: If this Contract is originally delivered to **You** by mail, **You** may cancel this Contract within twenty (20) days after the date the Contract was mailed to **You** and receive a full refund of the Contract price provided no claim has been made under the Contract. If the Agreement is canceled after the first thirty (30) days or a claim has been filed. **We** will refund **You** an amount of the Agreement Purchase Price according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a twenty-five dollar (\$25) Administrative Fee. Any refund due to **You** may be credited to any outstanding balance of Your account and the excess, if any, shall be refunded to **You**. Any claim incurred or paid will be deducted from the amount of the cancellation refund. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

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

The **Windshield Repair/Replacement** coverage described in this **Agreement** under **V. BENEFITS** may be duplicated by **Your** automobile insurance.

V. BENEFITS, "A. Windshield Repair/Replacement," "B. Paintless Dent Repair," and "C. Key Replacement" subsections titled "**Administrator will not pay benefits for**" (**Exclusions**) are amended by addition of the following:

Pre-Existing Conditions are not covered under this Agreement.

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

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

This **Agreement** may not be cancelled due to acts or omissions of the service company, assignees, or subcontractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner.

CANCELLATION BY YOU: **You** may cancel this **Agreement** at any time by contacting the **Obligor**, Century Automotive Service Corporation, at 1 (877) 778-3437. If **You** request to cancel after the first thirty (30) days, a cancellation fee will be deducted from **Your** pro rata refund in the amount of fifty dollars (\$50.00) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less. No claim incurred or paid will be deducted from the amount of **Your** cancellation refund. The cancellation may include a cancellation fee or cancellation penalty, but it shall not contain both.

CANCELLATION BY THE ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. This **Agreement** cannot be cancelled or voided by the service company or its representatives for: (a) pre-existing conditions, prior use or unlawful acts relating to the product; (b) misrepresentation by either the service company or its subcontractors; or (c) ineligibility for the program, including gray market, high performance, and GM diesel autos.

X. IMPORTANT AGREEMENT PROVISIONS, "Arbitration Agreement" is amended by addition of the following:

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

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

CANCELLATION Unless this Agreement states that, This Agreement is non-cancelable by the Administrator and/or Obligor, the following provisions apply: The Provider shall mail a written notice to the Contract Holder within fifteen (15) days of the date of termination in the event the Provider terminates the Service Contract. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, material misrepresentation by the Contract Holder to the Provider, or a substantial breach of duties by the Contract Holder relating to the covered product or its use. A pro-rata refund of the unearned portion of the provider fee paid shall accompany the notice unless cancellation is for nonpayment. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the Service Contract to the Provider.

California: OBLIGOR CALIFORNIA LICENSE NUMBER: 0C88598 INSURANCE STATEMENT: This is an **Agreement** between **You** and the **Administrator Obligor**. The **Obligor's** performance to you under this **Agreement** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after **your** request. The name and address of the insurance company is American Commerce Insurance Company, 3590 Twin Creeks Dr., Columbus, OH 43218- 2579, ph: **1-877-778-3450**. If **You** are not satisfied with the insurance company response, **You** may contact the California Department of Insurance at 1- 800-927-4357 or access the department's Internet Website (www.insurance.ca.gov). **CANCELLATION** is amended with the following: **You** may cancel this **Agreement** at any time by notifying the Selling Dealer or **Administrator** in writing of **Your** intent to cancel. If this **Agreement** is canceled within the first sixty (60) and no claims have been filed, **You** will receive a full refund. If the **Agreement** holder elects cancellation after the first sixty (60) days, the **Administrator** may retain a cancellation fee of ten (10%) percent of the price of the Agreement or twenty-five dollars (\$25.00), whichever is less. And if this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **Your** refund will be determined by multiplying the amount **You** paid for this **Agreement** by the lesser of the ratio determined by the number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or the miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**. If there is no lienholder, the calculated refund will be paid to **You**. If there is a lienholder, the calculated refund will be paid to the lienholder. **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 Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of your covered vehicle, the cost of any disputed repairs, and a copy of this Service Contract document. The complaint should be mailed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. **Your** complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, your complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both

parties. A more detailed description of the arbitration procedure is set forth in Sections 42- 260-1 through 42-260-5 of the Connecticut Administrative Code. **AGREEMENT PERIOD** is amended to include the following: If the term of this **Agreement** is less than one (1) year, the Agreement term shall be automatically extended while any repairs covered under the Agreement are being done and the Vehicle is in the custody of the Repair Facility. **CANCELLATION** is amended to include the following: If the Agreement Holder returns the Vehicle or the Vehicle is sold, lost, stolen, or destroyed, the Agreement Holder may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**. The Agreement Holder may continue coverage and avoid cancellation for nonpayment if payment in full is made prior to the effective date of the cancellation.

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

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

Section **V. BENEFITS**, Item **A. 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.

Section **VIII. 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 pro rata 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 or total loss, or if the Vehicle is stolen and not recovered.

Section **X. IMPORTANT AGREEMENT PROVISIONS** is amended by the following:

The statement, "This **Agreement** will not provide coverage if the condition existed prior to the purchase of this **Agreement**," is deleted and replaced with, "Conditions that existed prior to the purchase of this **Agreement** and were known by You are excluded from coverage under this **Agreement**. Similarly, damage, failure, or loss due to misuse, abuse, or modification is excluded from coverage under this **Agreement** if the misuse, abuse, or modification was performed by You or otherwise known to You."

ARBITRATION AGREEMENT is deleted in its entirety.

Idaho: **NOTICE TO CONSUMER:** Coverage afforded under this motor Vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois: **CANCELLATION** is amended to include the following: If the Contract holder elects to cancel after the first thirty (30) days, the administrator may retain a cancellation fee of 10% of the Vehicle Service Contract price or fifty dollars (\$50.00), whichever is less. **NOTICE TO CONSUMERS:** The Administrator Obligor is Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM 87190-3809, 1-877-778-3437.

Indiana: **NOTICE TO CONSUMERS:** THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW. Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the insurance company, which guarantees our obligation to you, providing such insurance was in effect at the time you purchased this Contract. 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: **NOTICE TO CONSUMERS:** If You have any questions regarding this Contract, You may contact the Administrator by mail or by phone. If You have problems or questions about this Agreement, You may contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315 **CANCELLATION** is amended to include the following: The Administrator is primarily responsible for providing any refund to You, which You may be entitled under this **Agreement**. Also, ten percent (10%) penalty will be added each month to the cancellation refund not paid to the holder within thirty (30) days of the return of the Service Agreement to the Administrator. If the service contract holder cancels the service contract, the service company shall mail a written notice of termination to the service contract holder within fifteen (15) days of the date of the termination."

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

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

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

Section **V. BENEFITS**, Item **A. 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.

Section **VIII. 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 Your last known address at least fifteen (15) days prior to the Effective Date of cancellation. This notice shall include the Effective Date of cancellation and the reason for the cancellation. If We cancel this **Agreement** for any reason other than nonpayment of the **Agreement** Purchase Price, We shall refund to You one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid.

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

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

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

Agreement Term section, "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**.

Section VIII. **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 **You** will 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 will be added per month that the refund remains unpaid and it shall be added to the refund.

SECTION X. IMPORTANT AGREEMENT PROVISIONS, "Arbitration Agreement" 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**.

Section VIII. **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.

Section X. **IMPORTANT AGREEMENT PROVISIONS** is amended by the following:

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

Mississippi: Section VIII. **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**. If **You** cancel this **Agreement** after the first thirty (30) days, or if a claim was made under **Your Agreement** during that time period, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid and less an administrative fee of fifty dollars (\$50.00) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less.

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

Section X. **IMPORTANT AGREEMENT PROVISIONS** is amended as follows:

ARBITRATION AGREEMENT is deleted in its entirety.

Missouri: Section VIII. **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. If **You** cancel this **Agreement** after the first thirty (30) days or if a claim has been made, **We** shall refund to **You** or credit to **Your** account one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid and less an administrative fee of fifty dollars (\$50.00). **We** will mail a notice of cancellation to **You** within forty-five (45) days of the date of cancellation. A penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to any refund that is not paid within forty-five (45) days of **Your** cancellation request to **Us**. The thirty (30) day "free look period" is not transferable and shall apply only to the original **Agreement** purchaser.

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

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.

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

CANCELLATION BY YOU: If **You** request to cancel this **Agreement** within the first thirty (30) days after the **Agreement** is delivered to you, either at the time of sale or by mail, and if no claim has been made under the **Agreement**, the full Purchase Price shall be refunded to **You** or credited to **Your** account. If **Your** refund or credit is not completed within forty-five (45) days of the **Agreement**'s cancellation, a penalty of ten percent (10%) of the **Agreement** Purchase Price, to be paid by the **Provider**, shall be added to **Your** refund or credit for each additional month the refund or credit 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 nonpayment of the Purchase Price, no prior written notice of cancellation is required.

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

The **Administrator Obligor's** performance under this **Agreement** is insured under an insurance policy (policy number **USA-001 XOL**) issued by **American Commerce Insurance Company**, 3590 Twin Creeks Dr., Columbus, OH 43218-2579; ph. 1 (877) 778-3450. If **We** fail to pay **You** or otherwise provide **You** with the covered service within sixty (60) days of your submission of a valid claim, **You** may file **Your** claim directly with American Commerce Insurance Company at the address or phone number listed above, or by emailing claimsmail@mapfreusa.com.

If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of the Superintendent of Insurance at 1 (855) 427-5674.

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

CANCELLATION BY YOU: **You** may cancel this **Agreement** within the first thirty (30) days and, if no claim has been made, receive a full refund of the **Agreement** Purchase Price. If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within the first thirty (30) days that the

Agreement was mailed to you and receive a full refund of the **Agreement** Purchase Price, provided no claims have been made under the **Agreement**. If **You** request to cancel this **Agreement** after the first thirty (30) days from the Sale Date or the date the **Agreement** was mailed to **You**, **We** shall deduct from **Your** refund a cancellation fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50.00), whichever is less. If **We** fail to issue **Your** refund or credit **Your** account within sixty (60) days after the **Agreement** is cancelled, a penalty of ten percent (10%) of the Purchase Price shall be paid by **Us** and added to **Your** refund for every thirty (30) days the refund remains uncredited.

CANCELLATION BY THE ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. In the event of cancellation by either the **Administrator** or the lienholder, there shall be no cancellation fee charged. If **We** or the lienholder cancel this **Agreement** for nonpayment, **We** shall mail a fifteen (15) day notice of cancellation to **You**.

New York: Section V. **BENEFITS**, Item A. **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.

Section VIII. **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).

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

Section VIII. **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 THE 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**.

Section V. **BENEFITS**, "Administrator will not pay benefits" 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**.

Section IX. **TRANSFER**, Item 2 is deleted and replaced with the following:

2. Enclose a check or money order in the amount of twenty-five dollars (\$25.00) payable to Century Automotive Service Corporation.

Section X. **IMPORTANT AGREEMENT PROVISIONS** is amended by the following:

ARBITRATION AGREEMENT is deleted in its entirety.

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

In the event that **You** give notice of cancellation, or if the covered **Vehicle** is repossessed or declared a total loss, this **Agreement** shall terminate.

CANCELLATION BY YOU: To initiate cancellation, **You** may submit written notice to the **Selling Dealer** or **Administrator** with the following information: 1) the **Agreement** number; 2) the covered **Vehicle's** vehicle identification number (VIN); and 3) a signed, notarized statement that certifies the current **Vehicle** odometer rating. If **You** have not filed a claim under the **Agreement** and submit written notice of cancellation to the **Selling Dealer** or **Us** within the first thirty (30) days after the **Agreement** Purchase Date, **You** shall be entitled to a full refund of the **Agreement** Purchase Price. If **You** have filed a claim under the **Agreement** or if **You** submit written notice of cancellation to the **Selling Dealer** or **Us** more than thirty (30) days after the **Agreement** Purchase Date, **You** shall be entitled to a pro rata refund of the **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total term specified in the **Agreement**, less any claims paid and less a cancellation fee equal to the lesser of fifty dollars (\$50.00) or ten percent (10%) of the prorated refund.

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

This **Agreement** is not insurance and is not subject to the insurance laws of this state.

If a covered claim or refund is not paid within sixty (60) days after proof of loss is filed with **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.

V. **BENEFITS**, "A. Windshield Repair/Replacement" is amended by addition of the following:

This **Agreement** may provide duplication of coverage already provided by **Your** automobile physical damage insurance policy.

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.

Section VIII. **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.

Section **X. IMPORTANT AGREEMENT PROVISIONS** is amended by 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.

ARBITRATION AGREEMENT 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 **VIII. CANCELLATION** is amended by addition of the following:

Authorized claims shall not be deducted from a refund.

Section **X. IMPORTANT AGREEMENT PROVISIONS** is amended by the following:

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

Any unresolved questions or complaints regarding this **Agreement** may be addressed to the South Carolina Department of Insurance at 1201 Main St., Ste. 1000, Columbia, SC 29201, ph. 1 (800) 768-3467.

VIII. CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If this **Agreement** was originally delivered to **You** by mail or at the time of sale, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was mailed to **You** or delivered to you at the time of purchase and receive a full refund of the **Agreement** 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 **We** fail to pay or credit **Your** refund within forty-five (45) days after the **Agreement** is returned to **Us**, a penalty of ten percent (10%) of the **Agreement** Purchase Price, to be paid by **Us**, shall be added to **Your** refund for each month the refund remains unpaid.

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.

Section **V. BENEFITS**, Item **A. 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.

Section **VIII. 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. If **You** cancel this **Agreement** on or after the thirty-first (31st) day after the Purchase Date, **We** shall refund to **You** or credit to **Your** account the unearned **Agreement** Purchase Price to be prorated by the lesser ratio of remaining miles or months as compared to the original **Agreement** term and less any claims paid. 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: The following disclosure(s) are added to this **Agreement**:

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

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

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

V. BENEFITS is amended by addition of the following:

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

VIII. CANCELLATION is amended by addition of the following:

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

X. IMPORTANT AGREEMENT PROVISIONS, "Emergency Repairs" is deleted and replaced by the following:

Emergency Repair means any breakdown that occurs outside of normal business hours.

X. IMPORTANT AGREEMENT PROVISIONS, "Arbitration Agreement" is deleted and replaced by the following:

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

Vermont: **NOTICE TO CONSUMERS:** To file a claim call the Administrator Toll Free 1-877-778-3437. **CANCELLATION:** The original **Service Contract Holder** may return the **Vehicle Service Agreement** within thirty (30) days of receipt of the **Vehicle Service Agreement** if no claim has been made under the contract and to obtain a refund of the full purchase price of the contract. The **Service Contract Holder** shall receive a copy of the **Vehicle Service Agreement** within fourteen (14) days of the date of sale unless a copy of the **Vehicle Service Agreement** terms and conditions are provided to the **Service Contract Holder** at the point of sale, then **We** shall provide or mail the **Vehicle Service Agreement** to **You** within a reasonable period of time.

Virginia: **NOTICE TO CONSUMERS:** In accordance with VA Statute 59.1-437, if any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulator Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

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

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

The implied warranty of merchantability on the **Vehicle** is not waived if the **Agreement** has been purchased within ninety (90) days of the Purchase Date of the **Vehicle** from 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.

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

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

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

Section **X. IMPORTANT AGREEMENT PROVISIONS** is amended as follows:

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) **V. BENEFITS**, including the exclusions ("Administrator will not pay benefits for:") and claims procedures detailed beneath Items **A. WINDSHIELD REPAIR/REPLACEMENT**, **B. PAINTLESS DENT REPAIR**, **C. KEY REPLACEMENT**, **D. VEHICLE LOCK-OUT ASSISTANCE** and **E. 24-HOUR ROADSIDE ASSISTANCE**.
- b) **VII. SPECIFICS AND LIMITATIONS**, including "Agreement Benefits" and "Agreement Restrictions"
- c) **VIII. CANCELLATION**
- d) **IX. TRANSFER**
- e) **X. IMPORTANT AGREEMENT PROVISIONS**, including "Emergency Repairs" and "Arbitration Agreement"
- 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.

Section **I. KEY TERMS, "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.

Section **VIII. 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.

Section **X. IMPORTANT AGREEMENT PROVISIONS** is amended by the following:

Our rights of ownership to salvaged parts shall become effective only after **You** have been fully compensated for damages or repairs under this **Agreement**. **Our** rights to subrogation under this **Agreement** are not valid until **You** have been made whole and fully compensated for damages.

ARBITRATION AGREEMENT 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.

Section **VIII. 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, cancel 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.

Section **X. IMPORTANT AGREEMENT PROVISIONS**, Item **ARBITRATION AGREEMENT** is deleted in its entirety and replaced with the following:

ARBITRATION AGREEMENT: 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.