



KARR GUARD  
TIRE & WHEEL  
VEHICLE SERVICE AGREEMENT

ADMINISTRATOR OBLIGOR  
Century Automotive Service Corporation  
PO Box 3809 Albuquerque, NM 87190  
California License Number: 0C88598  
TOLL FREE: 1-888-338-0389

APPLICATION / TERMS & CONDITIONS  
MK4

1.CONTRACT HOLDER AGREEMENT NO: KGTW00000000

NAME			STREET	
CITY	STATE	ZIP	TELEPHONE	HM WK

2. COVERED VEHICLE

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

3.ISSUING DEALER

DEALER NAME			STREET	
CITY	STATE	ZIP	TELEPHONE	

4. KARR GUARD T&W COVERAGE OPTIONS

Term	Class	Special Equipment	Coverage
TERM _____ MONTHS  If No Term Selected, a 36 Month Term will apply.	CLASS _____	Cosmetic Wheel Repair..... <input type="checkbox"/>	Tire & Wheel Repair/Replacement Select additional Coverages that apply A. Windshield Repair/Replacement ..... <input type="checkbox"/> B. Paintless Dent Repair..... <input type="checkbox"/> C. Key Replacement... .. <input type="checkbox"/>

5. AGREEMENT DATE

6. AGREEMENT PRICE

MO/DAY/YR	\$
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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. We have arranged with Brickell Financial Services-Motor Club, Inc. dba Road America Motor Club (Road America), administrative offices at 7300 Corporate Center Drive, Suite 601 Miami, FL 33126, to provide selected benefits as part of this Agreement. (For Mississippi and Wisconsin customers, services are provided by Brickell Financial Services Motor Club, Inc.) Those benefits include: Emergency Roadside Assistance. All 24-Hour Roadside Assistance services are provided by Road America. In the event that 24-Hour Roadside Assistance service is not obtainable through this program, You will receive a refund of payments made for covered services upon Your written request. You must contact Road America first for pre-authorization to obtain any services independently of the Agreement as outlined in the Agreement.

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 not required to obtain lease financing or to register a motor vehicle. 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, or Paintless Dent Repair, Call 1-877-778-3437.
- For Key Replacement, Call 1-877-778-3430.
- For and 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, whom 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 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**.

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

**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 **Treated Surface** 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 **Treated Surface** 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 America** means the administrator of certain benefits as noted in this **Agreement**, which is Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club, with administrative offices located at 7300 Corporate Center Drive, Suite 601, Miami, FL 33126. (For Mississippi and Wisconsin customers, services are provided by Brickell Financial Services-Motor Club, Inc.). **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.

**Treated Surface** means the front windshield surface of **Your Vehicle** after **Windshield Sealant** is properly and professionally applied to **Your Vehicle's** front windshield surface.

**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 **Obligor** of this **Agreement**.

**You, Agreement Holder, and Your** mean the purchaser of the **Vehicle** described as the Owner Name in the **Application** section of this **Agreement**, or the person to whom this **Agreement** was properly transferred pursuant to the terms contained herein.

SCHEDULE OF COVERAGE

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

A. **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 on **Your Vehicle** that fail due to contact with a **Road Hazard** with like kind and quality replacement tires. We agree to pay on behalf of **You** or reimburse **You** for the **Reasonable Replacement Cost** to replace the original wheels on **Your Vehicle** that fail due to contact with a **Road Hazard** with like kind and quality replacement 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 and 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**. **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 **Administrator**.

### **OPTIONAL COVERAGE**

#### **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 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 and 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**. **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 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 acknowledgement 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 tires or replace wheels 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 pound 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 driven 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. For Damage to Your Vehicle resulting from the use of intoxicants or narcotics by You or the driver of Your Vehicle at the time the emergency occurs, whether acting alone or in collusion with others.
27. For Damage to Your Vehicle resulting from the use of Your Vehicle in illegal or criminal acts by You or the driver of Your Vehicle at the time the illegal or criminal act and/or emergency occurs, whether acting alone or in collusion with others.

#### **B. WINDSHIELD REPAIR and/or REPLACEMENT:**

When the **Windshield Sealant** is properly and professionally applied to **Your Vehicle's** front windshield surface (**Treated Surface**), **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 Treated Surface 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**

1. 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 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 acknowledgement 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 Treated Surface.
11. For Damage to Your Vehicle resulting from the use of intoxicants or narcotics by You or the driver of Your Vehicle at the time the emergency occurs, whether acting alone or in collusion with others.
12. For Damage to Your Vehicle resulting from the use of Your Vehicle in illegal or criminal acts by You or the driver of Your Vehicle at the time the illegal or criminal act and/or emergency occurs, whether acting alone or in collusion with others.

#### **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. For Damage to Your Vehicle resulting from the use of intoxicants or narcotics by You or the driver of Your Vehicle at the time the emergency occurs, whether acting alone or in collusion with others.
15. For Damage to Your Vehicle resulting from the use of Your Vehicle in illegal or criminal acts by You or the driver of Your Vehicle at the time the illegal or criminal act and/or emergency occurs, whether acting alone or in collusion with others.

#### **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 through Four Vehicles and **seven-hundred-fifty dollars (\$750.00)** for Class Five through Seven Vehicles, per occurrence for loss or damage replacement.

#### **EXCLUSIONS**

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

1. Any key assistance services, or damage related to, provided by You or a private citizen is not covered and is not reimbursable.
2. For any and all taxes and/or fines.
3. Any replacement made without Road America's prior authorization.
4. Any replacement covered by warranty, recall or acknowledgment of responsibility issued by the manufacturer of the Covered Key to be replaced.
5. Any damages or loss, whatsoever, whether consequential, direct or otherwise, resulting from the failure or loss of a programmed Covered Key.
6. For Damage to Your Vehicle resulting from the use of intoxicants or narcotics by You or the driver of Your Vehicle at the time the emergency occurs, whether acting alone or in collusion with others.
7. For Damage to Your Vehicle resulting from the use of Your Vehicle in illegal or criminal acts by You or the driver of Your Vehicle at the time the illegal or criminal act and/or emergency occurs, whether acting alone or in collusion with others.

#### **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 not dispatch through the above roadside assistance dispatch toll-free number are not reimbursable. Theft, vandalism and accident related incidents are not covered. Service may not be available in areas where state/provincial providers are exclusively utilized. **No service may be duplicated within 72 hours of the initial request**.

#### **EXCLUSIONS**

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

1. For emergencies resulting from the use of intoxicants or narcotics by You or the driver of Your Vehicle at the time the emergency occurs, whether acting alone or in collusion with others.
2. For emergencies resulting from the use of Your Vehicle in illegal or criminal acts by You or the driver of Your Vehicle at the time the illegal or criminal act and/or emergency occurs, whether acting alone or in collusion with others.
3. For cost of parts, fluids, lubricants, fuel, cost of installation of products or materials.
4. For non-emergency towing or other non-emergency service.
5. For any service available through a valid manufacturer's warranty or service.
6. For mounting or removing of snow tires or chains; winching; extrication; tire repair, shoveling snow from around Your Vehicle.
7. For trucks with a gross vehicle weight of more than 1-ton.
8. If Your Vehicle is used for commercial purposes, which include pick-up and delivery service, shuttle, hauling, towing, road repair service, construction service, dealer service, snow removal or any other commercial use.
9. If Your Vehicle is used for racing, rentals, dealer loaners, limousine, taxi, police car or other emergency vehicle.
10. For antique vehicles (meaning vehicles over 20 years).
11. For camping trailers, travel trailers, or any vehicles in tow.
12. For any and all taxes and/or fines.
13. For towing from or repair work performed at a service station, garage or repair shop.
14. For towing by other than a licensed service station or garage; vehicle storage charges; a second tow.
15. For service on a vehicle that is not in a safe condition to be towed or serviced, or that may result in damage to Your Vehicle if towed.
16. For towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.

17. For towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
18. For more than one disablement for the same cause during any seven-day period.
19. For service secured through any source other than Road America. THIS IS NOT A ROADSIDE 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:

**This Agreement is Non-Renewable.**

#### Agreement Period

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

**Coverage** – The **Coverage** afforded **You** for **Your Vehicle** is determined by the **Coverage** section on the **Application** and more fully described in the **Schedule of Coverage** in this **Agreement**. **We** will repair, 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 valid 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**, **Administrator** reserves the right to either cancel the **Agreement** or transfer the rights under this **Agreement** to the **Lienholder**. In the event of cancellation, the **Lienholder** shall be entitled to any resulting refunds.

4. If cancellation is requested by **You** or by the **Lienholder** and such a cancellation results in a refund, the refund shall be calculated as follows:
- a. **You** or the **Lienholder** must send **Administrator** a 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, **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 cancelled within the first thirty days and no claims have been filed, a refund of the full **Agreement Price** shall be remitted by **Us**. If this **Agreement** is cancelled 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, **Administrator** may retain a cancellation fee not to exceed fifty dollars \$50.
  - d. If there is a **Lienholder**, the refund amount, less a cancellation fee, will be paid to the **Lienholder**. If there is not a **Lienholder** or **We** have received proof of pay-off of **Your Vehicle**, the refund amount, less a cancellation fee, will be paid to **You**.
5. 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 refund.

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

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

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

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

**LICENSED REPAIR FACILITIES** - The **Administrator** reserves the right to have the **Vehicle** repaired at a **Licensed Repair Facility** of its choice.

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

## TRANSFER

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

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

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

## FILING A CLAIM

**You** must take the following steps to file a claim:

- (1) **Prevent Further Damage** - Take immediate action to prevent further damage to **Your Vehicle**. This **Agreement** will not cover the damage caused for failure to secure prompt repair of the failed covered component. Any damage resulting from continued operation of an impaired **Vehicle** will constitute 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. The right to void the service contract provided in this subsection (g) is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. 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 cancelled 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**." **Pre-existing conditions** is amended to include: pre-existing condition are not excluded "if such conditions were known or should reasonably have been known by the service company or the person selling the service contract on the service company's behalf", as per ARS §20-1095.06

(D)(12). **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 Affairs 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.

**CANCELLATION:** 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 less the amount or value of any claims paid shall accompany the notice unless cancellation is for nonpayment. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the Service Contract to the Provider.

**California: OBLIGOR CALIFORNIA LICENSE NUMBER: 0C88598 INSURANCE STATEMENT:** This is an **Agreement** between **You** and the **Administrator** Obligor. The Obligor's performance to you under this **Agreement** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after **your** request. The name and address of the insurance company is: American Commerce Insurance Company, 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph: **1-877-778-3450**. If **You** are not satisfied with the insurance company response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Website ([www.insurance.ca.gov](http://www.insurance.ca.gov)). **CANCELLATION** is amended with the following: **You** may cancel this **Agreement** at any time by notifying the Selling Dealer or **Administrator** in writing of **Your** intent to cancel. If this **Agreement** is canceled within the first sixty (60) and no claims have been filed, **You** will receive a full refund. If the **Agreement** holder elects cancellation after the first sixty (60) days, the **Administrator** may retain a cancellation fee not to exceed ten (10%) percent of the price of the Agreement or twenty-five dollars (\$25.00), whichever is less. And if this **Agreement** is cancelled after the first sixty (60) days or a claim has been filed, **Your** refund will be determined by multiplying the amount **You** paid for this **Agreement** by the lesser of the ratio determined by the number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or the miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**. If there is no lien holder, the calculated refund will be paid to **You**. If there is a lien holder, the calculated refund will be paid to the lien holder. **NOTICE TO CONSUMERS** is amended to include the following: In the event of a claim arising in California, the proper venue for litigation shall be in California. **ARBITRATION** is amended by the following: Any controversy or claim arising from or relating to this contract or the breach thereof shall be settled by arbitration administered by the American Arbitration Association under its applicable local procedures for Consumer Disputes, under the Consumer Arbitration Rules ([www.adr.org](http://www.adr.org)): The arbitration shall: (1) be a location near the purchaser's residence; (2) incorporate the California Consumers Legal Remedies Act as applicable and (3) require the obligor to pay the Purchaser's portion of the filing fee if the purchaser is indigent, as defined under California Code of Civil Procedure. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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



**Connecticut: NOTICE TO CONSUMERS** Pursuant to Connecticut General Statutes 42-260(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 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: ARBITRATION** is deleted in its entirety. **NOTICE TO CONSUMERS:** Any claim or dispute will be adjudicated in the Agreement Holder's county of residence. The finance company/Lienholder must hold a power of attorney in order to cancel the service for nonpayment. **WHAT THIS AGREEMENT DOES NOT COVER OR COVERAGES:** Pre-Existing Conditions known to **You** at the time of Your purchase of the Vehicle Service Agreement is excluded from Coverage. Also, repairs when the covered Vehicle's odometer has been altered or tampered with while owned by **You** are excluded from Coverage.

Modifications to the Vehicle made by **You** results in rejection of Coverage under this **Agreement**. Any reference to sludge as an exclusion for Coverage is hereby deleted. **CANCELLATION** is amended with the following: In the event **Your** Vehicle is repossessed, declared a total loss or **You** give notice of cancellation, the **Agreement** shall terminate. Submit written notification immediately to the Selling Dealer including the following: Agreement Number and Vehicle Identification Number. If this **Agreement** is cancelled within thirty (30) days of the Sale Date and no claim has been made, **We** will refund the full amount of the Cost of the **Agreement**. If the **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the Agreement charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a fifty dollar (\$50.00) administrative fee or ten percent (10%) of the pro-rata refund amount whichever is less. In the event of cancellation, the Lienholder, if any, will be named on the refund check. The Obligor may only cancel the contract for fraud, material misrepresentation or non-payment. If **We** cancel this Agreement for nonpayment, or if the Agreement has been in force for less than sixty (60) days, a ten (10) day written notice will be issued. If the Agreement has been in force sixty (60) days or more and **We** cancel the Agreement for fraud or material misrepresentation, a thirty (30) day written notice will be issued. For cancellations, the refund will be issued on a pro-rata basis with no cancellation or administrative fees.

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

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

**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 50315-1000. **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: In the event **Your** Vehicle is repossessed, declared a total loss, or, **You** give notice of cancellation, the Agreement shall terminate. **You** may cancel this **Agreement** at any time by notifying the Administrator in writing of **Your** intent to cancel. You must also send the Administrator this **Agreement** and a notarized statement indicating the actual mileage (odometer reading) of **Your** Vehicle at the date of the request. If Service Drive Sale is selected on the Information Page, coverage will be extended for thirty (30) days from the expiration of the term selected as well as the cancellation terms. If this **Agreement** is cancelled within thirty (30) days of the Sale Date, We will refund the full amount of the Cost of the Agreement. If the **Agreement** is cancelled after the first thirty (30) days the refund will be made on an amount of the Agreement charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a fifty-dollar (\$50.00) dollar administrative fee. In the event of cancellation, the Lienholder, if any, will be named on the refund check. **INSURANCE STATEMENT:** Our obligations are guaranteed by an insurance policy. In the event that **We** cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, **You** may file a claim directly with American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH 43218-2579. Pursuant to La. R.S. §51:3164 (12)(b)(c) This Agreement is not regulated by the Department of Insurance. Any concerns or complaints regarding this Agreement may be directed to the attorney general.

**Maine: CANCELLATION** is amended to include the following: A monthly penalty equal to ten percent (10%) of the returned amount will be added to any refund that is not paid or credited to **You** within forty-five (45) days after Our receipt of a cancellation request from **You**. The Provider of the Service Contract shall mail a written notice to **You** at their last known address at least fifteen (15) days prior to the cancellation by the Provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If the Service Contract is cancelled by the Provider for a reason other than nonpayment of the provider fee, the Provider shall refund to **You** one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee may be charged. A Service Contract Holder may return the Service Contract within the applicable time period, if no claim has been made under the Service Contract prior to its return to the Provider, the Service Contract is void and the Provider shall refund to the Service Contract Holder or lienholder if the service contract holder has financed the purchase of the service contract the full provider fee and any sales tax refund required pursuant to state law. A monthly penalty equal to ten percent (10%) of the Provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Provider. After the applicable time period, a Service Contract holder may cancel the Service Contract and the Provider shall refund to the service contract holder one hundred percent (100%) of the unearned pro rata Provider fee, less any claims paid. An Administrative fee not to exceed ten percent (10%) of the Provider fee paid by the Service Contract Holder may be charged by the Provider.

**Maryland: NOTICE TO CONSUMERS:** The repair of a malfunction or defect covered under this **Agreement** shall include the Cost of the tear down and diagnosing the malfunction or defect. Pursuant to Maryland Commercial Law Article 14 Subtitle 4 Section 14-404 (b)(2)(i) A Service Contract is extended automatically when the provider fails to perform the services under the Service Contract; (ii) The Service Contract does not terminate until the services are provided in accordance with the terms of the Service Contract. **CANCELLATION** is amended to include the following: If this **Agreement** is originally delivered to **You** by mail, you may cancel this Agreement 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. The provider shall refund the holder the appropriate refund within forty-five (45) days of cancellation notification. If the provider does not provide a refund within forty-five (45) days, a ten percent (10%) of the Agreement price penalty per month will be added.

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

**Minnesota: NOTICE TO CONSUMERS:** Section 325F.662 of the Minnesota Statutes requires the selling dealer to provide you with an express warranty of

a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to you by the dealer. Any loss covered under the dealer's express warranty furnished pursuant to Section 325.F.662 is excluded from coverage under this Contract during the term of the express warranty unless the dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this Contract. **CANCELLATION** is amended to include the following: The Provider of the Service Contract shall mail a written notice of the contract holder at the last known address of the Service Contract Holder at least fifteen (15) days before cancellation by the provider. Five days' (5) notice is 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 must state the effective date of the cancellation and the reason for the cancellation. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of **Our** receipt of Your cancellation request. **ARBITRATION** is amended to include the following: The venue for any arbitration is required to be in Minnesota.

**Mississippi:** **ARBITRATION** is deleted in its entirety. Pursuant to Title 19, Rule 4:04, the **Cancellation** section of this Contract is amended to include the following: **Cancellation by Service Contract Holder.** If this Contract is originally delivered to **You** by mail or at the time of sale, **You** may cancel this Contract within thirty (30) days after the date the Contract was mailed to **You** or delivered to **You** at the time of sale and receive a full refund of the Contract price provided no claim has been made under the Contract. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the vehicle service contract to **Us**. Subsequent to the time period specified above, or if a claim has been made under the vehicle service contract within that time period, **You** may cancel the vehicle service contract, and **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata purchase price of the vehicle service contract, less the amount of any claims paid plus a ten percent (10%) or fifty dollars (\$50), whichever is less administrative fee.

**Cancellation by Service Contract Provider: (If this Agreement States: "This Agreement is Non-cancelable by the Administrator", then please disregard the following as it does not apply to you).** A Provider may cancel a Service Contract only in instances of nonpayment of the provider fee, a material representation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. In the event of a cancellation by **Us** for reason other than nonpayment of the provider fee, **We** shall refund to **You** one hundred percent (100 %) of the unearned pro rata purchase price of the vehicle service contract less the amount of any claims paid. **We** are not required to deduct the amount of any claims paid under a vehicle service contract from the amount of a required refund.

**Missouri:** **CANCELLATION** is amended to include the following: The Service Contract Holder has a free look period of at least twenty (20) business days of the mailing date of the Service Contract or the contract date if the service contract is executed and delivered at the time of sale or within a longer time period permitted under the contract. If no claim has been made under the contract and the contract is returned, the contract is void and the provider shall refund to, or credit to the account of, the Contract Holder the full purchase price of the contract. If a claim has been made under the contract during the free look period and the contract is returned, the provider shall refund to, or credit to the account of, the contract holder the full purchase price less any claims that have been paid. The applicable free-look time periods on service contracts shall apply only to the original service contract purchaser. Subsequent to the free look period, the Service Contract Holder may cancel the contract at any time and the provider shall refund to, or credit the account of, the Service Contract Holder one hundred percent of the unearned pro rata provider fee, less any claims paid. A reasonable administration fee not to exceed fifty dollars (\$50) may be surcharged by the Provider. In Missouri, 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 refund to the provider.

**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.

**New Jersey:** **CANCELLATION** is amended to include the following: The conditions governing the cancellation of the service contract by the service contract holder, which shall: (1) permit the contract holder, if the contract holder makes no claim arising under the contract, to cancel the contract: (a) within 10 days of receipt of the contract, or a longer period specified in the contract, if delivered at the time of purchase; or (b) within 20 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. Prior written notice of a cancellation by **Us** is not required if the reason for cancellation is non-payment of the provider fee.

**New Mexico:** **CANCELLATION** The cancellation section of this **Agreement** is amended to include the following: If this **Agreement** is originally delivered to you by mail, you may cancel this **Agreement** within twenty (20) days after the date the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** price provided no claim has been made under the **Agreement**. If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within sixty (60) days of return of the Contract to **Us**. This service contract is insured by American Commerce Insurance Company. If the service contract provider fails to pay **You** or otherwise provide **You** with the covered service within 60 days of your submission of a valid claim, **You** may submit **Your** claim to American Commerce Insurance Company at: 1-877-778-3450, [claimsmail@mapfreusa.com](mailto:claimsmail@mapfreusa.com) or 3590 Twin Creeks Dr, Columbus, OH. 43218-2579. If **You** have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

**New York:** **CANCELLATION** is amended to include the following: If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within twenty (20) days after the date the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** price provided no claim has been made under the **Agreement**. A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the receipt of the cancellation request.

**Nevada:** **CANCELLATION** is deleted in its entirety and replaced with the following: 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 **Us**, this **Agreement** is void and **We** shall refund to **You** the full Purchase Price of this **Agreement**. If the **Agreement** is cancelled after the first thirty (30) days that a claim has been filed, the refund will be made on an amount of the **Agreement** charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a 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 to the holder the Purchase Price of the Service Agreement within forty-five (45) days after a Service Agreement is returned pursuant to subsection 1 of NRS 680C.250. If the Provider does not refund the purchase price within 45 days, the Provider will pay the purchaser a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. Authorized claims will not be deducted from a refund. Pursuant to NAC 690C.120(1), the Provider may not impose a cancellation fee pursuant to any cancellation by the Provider under NRS 690C.270. **ARBITRATION** is deleted in its entirety.

**NOTICE TO CONSUMERS:** Material misrepresentation by the applicant on the application will result in rejection of this **Agreement**. **WHAT THIS AGREEMENT DOES NOT COVER:** If **Your** Vehicle is modified from the Vehicle manufacturer's original specifications, then **We** have no obligation to provide coverage for the modified components of the Vehicle. However, any applicable coverage for components that have not been so modified will continue in force unless otherwise excluded. If and only if such modifications constitute a material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold, then **We** may cancel this service contract by providing at least fifteen (15) days prior notice of cancellation to **You**. Consequential damages and Pre-Existing Conditions are not covered in this **Agreement**. Any exclusion language of coverage stating "**YOUR VEHICLE IF MANUFACTURER HAS VOIDED, SUSPENDED OR RESCINDED THE MANUFACTURER'S WARRANTY**" is deleted and replaced with: "This Contract will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this Contract has already been issued and the manufacturer's warranty becomes void during the term of this Contract, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract." **RENEWAL:** Pursuant to NRS 690C.260 (1)(i), this **Agreement** is not renewable.

**TRANSFERRING COVERAGE:** transfer fee is revised and replaced with: A twenty-five dollar (\$25) transfer fee.

**North Carolina:** **CANCELLATION** is amended with the following: In the event the covered Vehicle is repossessed, declared a total loss, or, **You** give notice of cancellation, the **Agreement** shall terminate. To initiate a cancellation, submit written notification immediately to the Selling Dealer or Administrator including



the following: 1) the Agreement Number 2) Vehicle Identification Number 3) a signed notarized statement certifying the current Vehicle odometer reading. **You** will be entitled to a full refund of the Agreement Price if **You** provide a written notice of cancellation to the Selling Dealer or **Us** within the first thirty (30) days after the Agreement Purchase Date, and if **You** have not filed a claim under this Agreement. If **You** provide a written notice of cancellation to the Selling Dealer or **Us** after the first thirty (30) days after the Agreement Purchase Date, **You** will be entitled to a pro-rated refund of the Agreement price based on the number of days the Agreement was in force compared to the total time specified in the **Agreement**, less a cancellation fee equal to the lesser of \$50.00 or ten percent (10%) of the amount of the pro-rated refund and the amount of claims paid under this **Agreement**.

**Oklahoma: Obligor Oklahoma License Number: 44199013 NOTICE TO CONSUMERS:** Obligor is Century Automotive Service Corporation PO Box 3809, Albuquerque, NM 87190-3809. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. **CANCELLATION** is deleted in its entirety and replaced with the following: If **You** cancel this **Agreement** within thirty (30) days of the Sale Date, will refund the full amount paid of the Agreement Purchase Price. If the **Agreement** is cancelled by **You** after the first thirty (30) days, return of premium shall be based upon one hundred (100%) percent of the unearned pro-rata premium less a service charge of ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50.00), whichever is less and less any paid claims. In the event of a cancellation, the Lienholder, if any, will be named on the refund check and, in the event of cancellation upon repossession the sole payee.

**Oregon: CANCELLATION** is amended to include the following: Authorized claims will not be deducted from a refund. **ARBITRATION** is amended by the following: Chapter 36 of the Oregon Revised Statutes – 2009 Edition prohibits final and binding arbitration unless mutually agreed upon by both parties. Therefore, any proceedings and decisions will comply with the Oregon Arbitration Act. Oregon law will be applicable to any Contract issued in Oregon.

**ROADSIDE ASSISTANCE** We have contracted with Brickell Financial Services-Motor Club, Inc. dba Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601 Miami, FL 33126, to provide roadside assistance on **Our** behalf. Should **You** experience any difficulty or have any questions concerning Roadside Assistance, please contact Century Automotive Service Corporation at (877) 778-3450 or (888) 338-0389.

**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: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the provider. If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within twenty (20) days after the date the **Agreement** was mailed to **You** and receive a full refund of the Agreement price provided no claim has been made under the **Agreement**. The right to void the **Agreement** as provided is not transferable and shall apply only to the original Agreement purchaser and only if no claim has been made prior to its return to the Provider.

**Texas: CANCELLATION** is amended to include the following: Pursuant to Section 1304.1581, the cancellation section of this Contract is amended to include the following: (a) Service Contract Holder may cancel the service contract at any time. (b) If a service contract holder cancels a service contract before the thirty-first (31<sup>st</sup>) day after the date of purchase, the provider: (1) shall refund to the service contract holder or credit to the account of the service contract holder the full purchase price of the contract, decreased by the amount of any claims paid under the contract; and (2) may not impose a cancellation fee. (c) If a service contract holder cancels a service contract on or after the 31<sup>st</sup> day after the date of the purchase, the provider: (1) shall refund to the service contract holder or credit to the account of the service contract holder the prorated purchase price of the contract reflecting the remaining term of the contract, based on the mileage, time or another reasonably applicable measure of the remaining term that must be disclosed in the contract, decreased by the amount of any claims paid under the contract; and (2) may impose a reasonable cancellation fee not to exceed fifty dollars (\$50). (d) A provider who does not pay the refund or credit the service contract holder's account before the forty-sixth (46<sup>th</sup>) day after the date notice of cancellation is received by the provider is liable to the service contract holder for a penalty for each month an amount remains outstanding equal to 10 percent of the amount outstanding. The penalty is in addition to the full or prorated purchase price of the contract that is owed to the service contract holder under this section or the terms or the contract. Pursuant to Section 1304.159, the cancellation section of this Contract is amended to include the following: (a) A Provider may cancel a Service Contract by mailing a written notice of cancellation to the Service Contract Holder. The Provider must mail the notice before the fifth day preceding the effective date of the cancellation. (b) The Provider is not required to provide prior notice of cancellation if the Service Contract is canceled because of: (1) nonpayment of the consideration of the contract; (2) fraud or a material misrepresentation by the service contract holder to the Provider; or (3) a substantial breach of a duty by the Service Contract Holder relating to the covered product or its use. (c) A Service Holder whose contract is canceled by the Provider in accordance with this section is entitled to a prorated refund of the purchase price of the contract reflecting the remaining term of the contract, as prorated by time or mileage, decreased by the amount of any claims paid under the contract. A provider who cancels a contract under this section may not impose a cancellation fee.

**NOTICE TO CONSUMERS:** Any unresolved complaints or questions concerning the regulation of Service Agreement providers may be addressed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, Telephone (800) 803-9202 or (512) 463-6599.

**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:** 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 reasonably 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: 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 twenty (20) 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.

**Washington: CANCELLATION:** is amended to include the following: All pro rata cancellations are subject to a maximum twenty-five-dollar (\$25.00) cancellation fee. A ten percent (10%) penalty shall be paid by the **Administrator** for any refund due that is not paid within thirty (30) days of return of the Agreement and all necessary documentation to the **Administrator**. This Agreement is not cancellable by the **Administrator** after sixty (60) days from the date of purchase, except in the case of fraud or material misrepresentation by the purchaser. There shall be no processing fee charged to **You** if **We** cancel the Agreement.

**Wisconsin: NOTICE TO CONSUMERS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Roadside Assistance Benefits are provided by Brickell Financial Services Motor Club Inc. and reimbursement of food spoilage loss is prohibited. If a covered claim is not paid within sixty days (60) after proof of loss, or if the provider becomes insolvent or otherwise financially impaired, the Contract Holder may file a claim directly with the service contract reimbursement insurer for reimbursement, payment, or provision of the service; **TERMS: "We", "Us", and "Our"** means the Administrator/Obligor obligated to perform under this **Agreement** who is Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM 87190-3809; Phone: (877) 778-3437. **CANCELLATION** is amended to include the following: If this Contract is originally delivered to **You** by mail or at the time of sale, **You** may cancel this Contract within thirty (30) days after the date of the contract was mailed to **You** or delivered to **You** at the

time of sale and receive a full refund of the Contract price provided no claim has been made under the Contract. If no claim has been made, the provider shall refund to the Service Contract Holder, the full purchase price of the Service Contract. A provider may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee if the Service Contract is cancelled after the first thirty (30) days. If **We** do not pay or credit a refund within forty-five (45) days after the return of a service contract to the provider **We** shall pay a ten (10) percent per month penalty of the refund amount outstanding which will be added to the amount of the refund. Per 616.56(18), in the event if a total loss of property that is not covered by a replacement of the property pursuant to the terms of the contract, a Service Contract Holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less claims paid. In this specific situation, no fee may be assessed to the Service Contract Holder.

**CANCELLATION BY SERVICE CONTRACT PROVIDER: (If this Agreement states: “This Agreement is Non-Cancelable by the Administrator”, then please disregard the following as it does not apply to you)** A Service Contract may be cancelled by the Provider only for nonpayment of the provider’s fee, material misrepresentation by the Service Contract Holder to the Provider or Administrator, or substantial breach of duties by the Service Contract Holder relating to the covered product or its use. A provider shall comply with all of the following when canceling a service contract: (a) The Provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least five (5) days prior to cancellation by the provider. (b) The notice under par. (a) shall state the effective date of the cancellation and the reason for the cancellation. (c) If a service contract is canceled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the Service Contract Holder one hundred (100) percent of the unearned pro rata provider fee, less any claims paid. (d) A provider may charge a reasonable administrative fee for cancellation, which may not exceed ten (10) percent of the provider fee or fifty dollars (\$50), whichever is less. **SUBROGATION** is amended to include the following: **Our** rights of ownership to salvaged parts shall become effective only after **You** have been fully compensated for damages or repairs under this **Agreement**. **Our** rights to subrogation under this **Agreement** are not valid until **You** have been made whole and fully compensated for damages. **ARBITRATION** is deleted in its entirety pursuant to Wisconsin statute 631.20.

**Wyoming:** **ARBITRATION** is deleted in its entirety. At the time of any disagreement the parties may mutually agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceeding shall be conducted within the state of Wyoming and comply with the Wyoming Arbitration Act. Wyoming law will be applicable to any Contract issued in Wyoming. **CANCELLATION** is amended to include the following: Service Contract Holder may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to the Service Contract Holder or within ten (10) days of delivery if the Service Contract is delivered to the Service Contract Holder at the time of sale or within a longer time permitted under the Service Contract. 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.