

DEFINITIONS

Administrator means the **Administrator** as printed on the **Application** page, who provides administrative services for this Agreement.

Agreement Sale Mileage means the mileage on **Your Vehicle's** odometer on the **Agreement Sale Date**.

Agreement Term means the term for which **Coverage** is available under this **Agreement**. The **Agreement Term** begins on the **Effective Date**, and expires when the **Term** selected on the **Application** page of this **Agreement** ends, measured from the **Effective Date**, and/or when any of the termination conditions listed herein have been met, whichever occurs first.

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

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

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

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

Coverage means the coverage afforded to **You** under this **Agreement** based on the coverage and/or term options selected in the **Application** and more fully described in the Schedule Of Coverage contained herein.

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

Deductible means the amount **You** would need to co-pay per claim or service. For this Agreement, the **Deductible** is \$0.00.

Effective Date shall mean the date on which **Coverage** begins under this **Agreement**.

Licensed Repair Facility or Repair Facility means any facility licensed in the business of motor vehicle repairs.

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

Obligor, Provider means the **Obligor** as printed on the **Application** page, who is obligated to perform under this **Service Agreement**.

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

Pre-Existing Conditions means any components are not functioning properly at the time of sale of **Your Vehicle**. All components of **Your Vehicle** must be functioning properly at the time of sale of **Your Vehicle**. **Pre-Existing Conditions** may be determined via a third party inspection at the time of loss or breakdown if deemed necessary by the **Administrator**.

PRE-EXISTING CONDITIONS ARE NOT COVERED UNDER THIS AGREEMENT.

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

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

Road 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.

Vehicle means the passenger car, van, sport utility, or light truck (1-ton or less) described in the **Application** section of this **Agreement**.

We, Us, and Our means the **Administrator** of this **Agreement**.

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

SCHEDULE OF COVERAGE

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

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

SPECIAL PROVISIONS RELATING TO AFTERMARKET WHEELS: due to the nature of aftermarket wheels, it may not be possible for the Repair Facility to locate an exact matching replacement wheel. It is the responsibility of the Repair Facility or You to locate a replacement. If a matching replacement cannot be located, a cash settlement will be made to You in the amount of the purchase price of the damaged Covered Wheel. The Administrator may request proof of sale for verification of original purchase price of the aftermarket wheels. In the event that You are unable to provide proof of sale, the cash settlement amount will be equal to the purchase price of a like kind and quality wheel, as determined by 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**. The Administrator and technician retain sole authority to determine whether the damage can be repaired. Tire pressure monitoring sensors on a Covered Wheel are eligible for replacement only if damaged from a Road Hazard.
- b. **Covered Wheel Covers** damaged by contact with a **Road Hazard** are eligible for a replacement if the damage caused scrapes, scratches or nicks to the **Wheel Cover**.

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

TOWING

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

YOUR RESPONSIBILITY

Maintain proper tire inflation at all times per the specifications or guidelines of the vehicle or the tire manufacturer. Alignments, tire rotation, and balancing must be performed according to the manufacturer's required maintenance. Use all reasonable means to protect Your Vehicle's tires and wheels from further damage when a known problem exists. You must replace any tires when the 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.

TIRE & WHEEL EXCLUSIONS

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

1. Any repair or replacement made without the Our prior authorization, except for Emergency Repairs.
2. Any repair or replacement covered by a warranty, recall, or acknowledgment of responsibility issued by the manufacturer of the tire or wheel.
3. Damage covered by Your primary insurance provider.
4. Manufacturer defects.
5. Any damage that is considered Cosmetic Tire and Wheel Damage (unless the appropriate surcharge is indicated on the Application of this Agreement, the appropriate associated cost, and the required documentation has been collected by Us prior to the time of claim).
6. Costs to repair or replace wheels and tires that fail or become damaged due to Normal Wear; or that fail or become damaged due to abnormal wear; acts of God; aesthetic damage (including but not limited to scratches, paint deterioration, dents, nicks, normal wear and tear); damage caused by or related to animals (including pets); collision and/or accident; fire; flood; mischief; misuse; natural disaster or acts of nature; neglect; overloading; riot/civil commotions; vandalism; or water intrusion.
7. Damage, failure or loss due to modifications or repairs/installations that do not comply with Your Vehicle's manufacturer's specifications.
8. Damage (including Cosmetic Damage) due to or resulting from suspension, body, or frame damage; or were 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 were age or condition of the tire results in failure or loss.
10. Tires and wheels where the tires have less than 3/32" tread depth at the lowest point on the tire tread at the time of damage; re-treaded, re-grooved, re-capped, or remolded tires; wheel locks and/or any inconvenience or expense caused by wheel locks; tires and wheels that do not meet factory specifications.
11. Tires that fail because of overloading, improper loading, or improper inflation.
12. Retreads or used tires installed on the vehicle to replace the original tires.
13. Tires and wheels that are not D.O.T. certified, do not meet Your Vehicle manufacturer's specifications.
14. Aftermarket tires or wheels that do not meet the Your Vehicle manufacturer's size specifications, and racing tires.
15. Covered Tires or Wheels transferred from Your Vehicle to another motor vehicle.
16. Any vehicle registered and normally operated outside the United States or Canada.
17. Any consequential loss or damage whatsoever, including loss, damage or injury to persons or property resulting from the failure of any of the parts of the vehicle described herein, the replacement of which is covered under the terms and conditions of this Agreement.
18. Any repair or replacement of any covered component or part which has not been damaged due to contact with

a Road Hazard as defined in this Agreement, but which the repair facility or manufacturer recommends or requires to be repaired or replaced such as, but not limited to, matching sets of tires or wheels.

19. Tires or Wheels that have been lost or stolen.

20. **Pre-existing conditions are not covered under this Agreement.**

21. Vehicles that exceed 18,000 pounds Gross Vehicle Weight Rating.

22. Commercial Use Vehicles.

23. Destruction of, or damage to a tire or wheel due to impact with a naturally occurring structure in the highway or roadway (including but not limited to curbs or barriers) unless the damage is Cosmetic Damage and the appropriate surcharge is indicated on the Application of this Agreement, the appropriate associated cost has been collected by Us prior to the time of claim.

24. Destruction of, or damage to a tire or wheel due to off-road vehicle use, construction site use, or driving on non-paved roads.

25. Damage resulting from interference with vehicle components, including but not limited to, fenders, exhaust or springs or resulting from tires that are incorrectly mounted, any tire/wheel imbalance or any improper repairs of the tires.

26. 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

When the **Windshield** is damaged, **We** will repair **Your Vehicle's** front windshield's cracks, stars or chips **up to one and a half (1.5") inches in diameter**, when it is damaged by either, (A) propelled rocks or other **Road Hazard** debris such as wood debris, metal parts, plastic or composite scraps, or any other propelled objects while the Vehicle is being driven or (B) caused by stress on the covered Windshield due to bumps in the highways, streets, or roads. Cracks, stars or chips on the covered Windshield 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. **The 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.**

WINDSHIELD EXCLUSIONS

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

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

PAINTLESS DENT REPAIR 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. EMERGENCY ROADSIDE SERVICE

Emergency Roadside Assistance is available 24 hours a day, 365 days a year for your disabled vehicle during the term of your active vehicle service contract. **For roadside assistance, you must call the dispatch number at 1-877-778-3432 and have your Vehicle Service Contract Number to have service dispatched to your location.** Roadside Assistance consists of Tire Change Service to change your flat tire with your inflated spare, Jump Start Service to jump-start a dead or weak battery, Lock-Out Service in gaining entry of the passenger compartment of your vehicle only, Vehicle Fluid Delivery to deliver gas or other vehicle fluids or Tow Service. **Services are limited to a maximum of \$80.00 per incident. The cost of vehicle fluids and key cutting/replacement are not covered. Any amounts over the program limits are payable to the service provider at the time of service. Only the registered vehicle for which the Agreement was purchased is covered under this program. Service excludes RV's, fleet vehicles, off-road vehicles, trailers, any vehicles in tow, vehicles over one ton capacity, commercial vehicles, vehicles already at a repair facility, or any vehicle which at the sole determination of the service provider is in such condition that service is likely to result in damage to the vehicle. Services do not dispatch through the above roadside assistance dispatch toll-free number are not reimbursable. Theft, vandalism, and accident-related incidents are not covered. Service may not be available in areas where state/provincial providers are exclusively utilized. No service may be duplicated within 72 hours of the initial request.**

EMERGENCY ROADSIDE 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 the 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; when You no longer own the Vehicle and this Agreement has not been Transferred per the transfer terms contained herein. In the event that You no longer own the Vehicle, no refund shall be due unless this Agreement is canceled per the terms contained herein; (c) when the Vehicle's title has been branded in any manner; (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 affected by (a) improper or incorrect repairs or maintenance; (b) alterations and/or modifications to Your Vehicle in a manner not recommended by the manufacturer.

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**.

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.

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.

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.

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 cancelable, then the **Agreement** is cancelable at the request of the **Lienholder**.
2. In the event of a repossession or total loss of **Your Vehicle**, the rights under this **Agreement** shall immediately transfer to the **Lienholder**.
3. If **You** default in repayment obligations to the **Lienholder**, the **Lienholder** reserves the right to attain the rights under this **Agreement**. In the event of cancellation, the **Lienholder** shall be entitled to any resulting refunds. If cancellation is requested by **You** or 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 canceled 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 canceled after the first thirty (30) days or if a claim has been filed, the refund amount, less a cancellation fee, will be determined by multiplying the amount **You** paid for this **Agreement** by the lesser of the ratio determined by:
 - i. The number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or
 - ii. The miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**.
 - c. In the event of a cancellation after the first thirty (30) days, **Administrator** may retain a cancellation fee not to exceed fifty dollars (\$50) or ten percent (10%) of the **Agreement** purchase price, whichever is less.
 - d. If there is a **Lienholder**, the refund amount will be paid to the **Lienholder**. If there is not a **Lienholder** or **We** have received proof of pay-off of **Your Vehicle**, the refund amount will be paid to **You**.
 - e. The refund owed will be paid or credited no more than thirty (30) days from the earlier of the date **We** or the **Selling Dealer** receives notice of the request to cancel or sooner if required by state law.
4. Notice of cancellation/termination will be mailed to **You** within forty-five (45) days of the date of termination. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of the request for a refund.

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

TRANSFER

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

1. A fifty dollar (\$50) 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): The arbitration shall (1) be a location near the purchaser's residence; (2) the obligor will pay the Purchaser's portion of the filing fee if the purchaser is indigent. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

FILING A CLAIM

You must take the following steps to file a claim:

1. **Prevent Further Damage** – Take immediate action to prevent further damage to Your Vehicle. This Agreement will not cover the damage caused for failure to secure prompt repair of the failed covered component. Any damage resulting from the continued operation of an impaired Vehicle will constitute a failure to protect Your Vehicle and will not be covered under this Agreement.
2. **Call the Administrator at 1-877-793-7123** – Call for instructions BEFORE You deliver Your Vehicle to any licensed repair facility other than the Selling Dealer. Repairs or replacements under this Agreement must be performed by the Selling Dealer if Your Vehicle is within 50 miles of the Selling Dealer, or, if approved in advance by the Administrator, by an authorized Dealer or repair facility.
3. **Provide Repair Facility with a Copy of Your Agreement, and/or Your Agreement Number and Administrator's telephone number.**
4. **Obtain Authorization from the Administrator** – Prior to teardown or any repair being made, instruct the Service Advisor at the repair facility to contact the Administrator to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered. We can be contacted Monday through Friday, 6:30 a.m. to 6:00 p.m. or Saturday from 8:00 a.m. to 1:00 p.m. Mountain Standard Time at 1-877-793-7123.
5. **Authorize Diagnostics and/or Inspection** – All non-working Keys must be made available to the dealer for inspection. In some cases, You may need to authorize the repair facility to inspect and/or teardown Your Vehicle in order to determine the cause and the cost of the repair. You will be responsible for these charges if the failure or component is not covered under this Agreement. NOTE: You are responsible for authorizing inspection or teardown of Your Vehicle by the repair facility to determine the cause of failure. If the failure is not covered under this Agreement, You will be responsible for these costs. We reserve the right to require an inspection of Your Vehicle prior to any repairs being made. IF WE REQUEST AN INSPECTION AND REPAIRS ARE MADE PRIOR TO THE COMPLETION OF AN INSPECTION, YOUR CLAIM MAY BE DENIED. YOUR CLAIM MAY BE DENIED IF WE ARE UNABLE TO VERIFY A FAILURE HAS OCCURRED AND/OR THE CAUSE OF A FAILURE. DO NOT AGREE TO HAVE REPAIRS PERFORMED UNDER THE TERMS OF THIS AGREEMENT UNLESS YOU OR THE REPAIR FACILITY HAS RECEIVED AN AUTHORIZATION NUMBER FROM ADMINISTRATOR.
6. **Review Coverage** – After the Administrator has been contacted, review with the Service Advisor or Manager what will be covered by this Agreement. YOU MUST SIGN THE COMPLETED REPAIR ORDER.
7. **Pay Any Applicable Deductible** – We will reimburse the repair facility or You for the cost of work performed on Your Vehicle that is covered by this Agreement and previously authorized, less any Deductible. Once authorization is obtained, and the repair is complete, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for timely payment. You must also pay for any repair or service that was not covered by the Agreement (including, but not limited to, shop supplies such as cleaners, rags, solvents, etc.).

EMERGENCY REPAIRS (non-business hours only): Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Agreement are required outside the Selling Dealer's or Administrator's business hours, You should deliver Your Vehicle to a Licensed Repair Facility and have the necessary repairs performed. On the next business day, You should report the repairs to the Administrator for reimbursement.

Payment/Reimbursement for Emergency Repairs: During the effective term of this Agreement the Administrator will pay (reimburse) You, less any applicable deductible, the cost of necessary, completed and authorized repairs or replacements. At the sole discretion of the Administrator, replacement of any part maybe with new parts, remanufactured parts or with parts of like kind and quality.

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

Arizona: **SCHEDULE OF COVERAGE**, all "Exclusions" subsections ("Tire & Wheel Exclusions," "Windshield Exclusions," "Paintless Dent Repair Exclusions," and "Emergency Roadside Exclusions") are amended by addition of the following:

Pre-Existing Conditions are not covered under this Agreement, unless such conditions were known or should reasonably have been known by the service company or the person selling the Agreement on the service company's behalf.

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

CANCELLATION is amended by addition of the following:

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

CANCELLATION BY THE ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. This **Agreement** cannot be cancelled or voided by the service company or its representatives for: (a) pre-existing conditions, prior use or unlawful acts relating to the product; (b) misrepresentation by either the service company or its subcontractors; or (c) ineligibility for the program, including gray market, high performance, and GM diesel autos. This **Agreement** may not be cancelled due to acts or omissions of the service company, assignees, or subcontractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner.

ARBITRATION is amended by addition of the following:

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

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

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

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

Connecticut: NOTICE TO CONSUMERS Pursuant to Connecticut General Statutes 42-260(c)(5)(F), this **Agreement** does not provide in-home service. Transportation of a vehicle is addressed by any portion of the **Agreement** which may provide roadside assistance. **ARBITRATION** is amended by the following: If there is a dispute regarding the terms of this Service Contract or the coverage of any claim filed with Us, We will make a reasonable effort to resolve the dispute with you. If We are unable to resolve the dispute, you may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of your covered vehicle, the cost of any disputed repairs, and a copy of this Service Contract document. The complaint should be mailed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. Your complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, your complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code. **AGREEMENT PERIOD** is amended to include the following: If the term of this **Agreement** is less than one (1) year, the Agreement term shall be automatically extended while any repairs covered under the Agreement are being done and the Vehicle is in the custody of the Repair Facility. **CANCELLATION** is amended to include the following: If the Agreement Holder returns the Vehicle or the Vehicle is sold, lost, stolen, or destroyed, the Agreement Holder may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**. The Agreement Holder may continue coverage and avoid cancellation for nonpayment if payment in full is made prior to the effective date of the cancellation.

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

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

If a covered claim and/or refund is not paid within sixty (60) days after proof of loss is filed with Us, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Our service contract reimbursement insurer, **American Commerce Insurance Company**, for reimbursement, payment, or provision of a covered service.

Any claim or dispute will be adjudicated in the **Agreement Holder's** county of residence.

If this **Agreement** has a waiting period, thirty (30) days and one thousand (1,000) miles will be added to the **Agreement** term at expiration.

SCHEDULE OF COVERAGE, "TIRE & WHEEL EXCLUSIONS" and "WINDSHIELD EXCLUSIONS" are amended by addition of the following, which supersedes any similar exclusions language:

Damage, failure, or loss due to misuse, abuse, or modification is excluded from coverage under this **Agreement** if the misuse, abuse, or modification was done by You or otherwise known to You. Pre-existing conditions that were known to You are similarly excluded from coverage under this **Agreement**.

SCHEDULE OF COVERAGE, Item B. WINDSHIELD REPAIR is amended by addition of the following:

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

CANCELLATION is deleted and replaced with the following:

In instances of consumer or lienholder cancellation, the refunds owed will be paid or credited within thirty (30) days of the date the Obligor receives the notice of the request for cancellation.

CANCELLATION BY YOU: You may cancel this **Agreement** at any time. To cancel, You must submit a written request to the Seller or directly to Us. If You cancel this **Agreement**, You will receive a full refund of the Purchase Price. If We do not provide Your refund within forty-five (45) days of the effective date of cancellation, a penalty in the amount of ten percent (10%) of the unearned **Agreement** Purchase Price will be added to Your refund for each month the refund remains unpaid. If you cancel this **Agreement** after the first sixty (60) days, You will receive a pro rata refund, less a cancellation fee of ten percent (10%) of the pro rata refund or twenty-five dollars (\$25), whichever is less. The pro rata refund will be based on elapsed time and less any claims paid.

CANCELLATION BY LIENHOLDER: The lienholder may only cancel this **Agreement** due to repossession, total loss, or theft of the **Vehicle**. The finance company/lienholder must hold a power of attorney in order to cancel the service for nonpayment.

ARBITRATION is deleted in its entirety.

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

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

Indiana: NOTICE TO CONSUMERS: THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW. Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the insurance company, which guarantees our obligation to you, providing such insurance was in effect at the time you purchased this Contract. If a covered claim and/or refund is not paid within sixty (60) days after proof of loss is filed with the Us, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Our service contract reimbursement insurer, American Commerce Insurance Company, for reimbursement, payment, or provision of a covered service.

Iowa: NOTICE TO CONSUMERS: If You have any questions regarding this Contract, You may contact the Administrator by mail or by phone. If You have problems or questions about this Agreement, You may contact the **Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.** **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. All pro rata cancellations are subject to a \$50.00 fee or 10% of the Agreement Purchase price, whichever is less.

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

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

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

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

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

CANCELLATION is amended to include the following:

If You return this **Agreement** within the first thirty (30) days and no claims have been made under this **Agreement**, the **Agreement** shall be void and the **Provider** shall refund one hundred percent (100%) of the **Agreement** Purchase Price, including any sales tax refund required, to You, or to the lienholder if the purchase of this **Agreement** was financed. If the forty-five (45) day period for refund payment is not met, a penalty of ten percent (10%) of the unearned provider fee will be added to the refund for each month the refund remains unpaid. If You cancel this **Agreement** after the first thirty (30) days, or after a claim has been filed, the **Provider** shall refund to You one hundred percent (100%) of the unearned pro rata **Provider** fee, less any claims paid and less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** price, whichever is less.

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

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

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

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

This **Agreement** shall be automatically extended if the Provider fails to perform the services under the **Agreement**. This **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**.

CANCELLATION is amended by addition of the following:

If this **Agreement** is originally delivered to You by mail, You may cancel this **Agreement** within twenty (20) days after the **Agreement** was received by You and receive a full refund of the **Agreement** Purchase Price, provided no claim has been made under the **Agreement**. The Provider shall issue Your refund within forty-five (45) days of the cancellation notification. If the Provider does not provide Your refund within forty-five (45) days, a penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to the refund.

ARBITRATION is amended by addition of the following:

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

Minnesota: NOTICE TO CONSUMERS: Section 325F.662 of the Minnesota Statutes requires the selling dealer to provide you with an express warranty of 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: **CANCELLATION BY YOU:** If You, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return. **CANCELLATION BY ADMINISTRATOR: Unless the Agreement states that, "This Agreement is non-cancelable by the Administrator," the following provisions apply.** 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, 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 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. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the vehicle service contract to Us.

Cancellation by Service Contract Provider. Unless this Agreement states, "This Agreement is non-cancelable by the Administrator," the following provisions apply. The **Provider** may cancel this **Agreement** only in instances of nonpayment of the provider fee, a material representation by You to Us, or a substantial breach of duties by You relating to the covered **Vehicle** or its use. In the event of a cancellation by Us for reason other than nonpayment of the provider

fee, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata purchase price of the vehicle service contract less the amount of any claims paid, plus a ten percent (10%) administrative fee. **We** are not required to deduct the amount of any claims paid under a vehicle service **Agreement** 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 thirty (30) 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. If You, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return.

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

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

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

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

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

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

CANCELLATION BY ADMINISTRATOR: Unless this **Agreement** states, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. If **We** cancel this **Agreement** for nonpayment of the Purchase Price, no prior written notice of cancellation is required.

New Mexico: CANCELLATION The cancellation section of this **Agreement** is amended to include the following: If this **Agreement** is originally delivered to you by mail, you may cancel this **Agreement** within thirty (30) days after the date the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** price provided no claim has been made under the **Agreement**. If a sixty (60) day period for refund payment is not met, a penalty of ten (10%) percent of the unearned provider fee will be added to the refund for each thirty (30) day period, or portion thereof, the refund remains unpaid. This service contract is insured by American Commerce Insurance Company. If the service contract provider fails to pay **You** or otherwise provide **You** with the covered service within 60 days of your submission of a valid claim, **You** may submit **Your** claim to American Commerce Insurance Company at 1-877-778-3450, claimsmail@mapfreusa.com or 3590 Twin Creeks Dr, Columbus, OH. 43218-2579. If **You** have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

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

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

CANCELLATION is amended by addition of the following:

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

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

If **You**, the **Agreement** Holder, are not satisfied with the manner in which the **Provider** handles a claim, **You** may contact the Nevada Commissioner of Insurance at (888) 872-3234, or on the Nevada Department of Insurance's website (www.doi.nv.com).

This **Agreement** is non-renewable.

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

EXCLUSIONS is amended by addition of the following, which supersedes any similar exclusions language:

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

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

1. A twenty-five dollar (\$25) transfer fee

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

CANCELLATION BY YOU: You may request to cancel this **Agreement** at any time. If **You** return this **Agreement** within thirty (30) days of the date this **Agreement** and if no claim has been made under this **Agreement** prior to its return to the **Provider**, this **Agreement** is void and the **Provider** shall refund to **You** the full Purchase Price of this **Agreement**. If the **Agreement** is canceled after the first thirty (30) days or a claim has been filed, the **Provider** will refund the unearned **Agreement** Purchase Price, calculated on a pro rata basis and based on the remaining number of in-force days as compared to the **Agreement's** original term, less a twenty-five dollar (\$25) cancellation fee. In the event of cancellation, any portion of the refund that is still owed to the **Lienholder** shall be returned to the **Lienholder**. If there is no **Lienholder** or if the **Lienholder** has been made whole, any remaining refund amount shall be returned to **You**. The **Provider** shall refund the Purchase Price of the **Agreement** to **You** within forty-five (45) days after the Effective Date of cancellation. If the **Provider** does not issue **Your** refund within forty-five (45) days of the Effective Date of cancellation, a penalty of ten percent (10%) of the **Agreement** Purchase Price per thirty (30) days will be added to **Your** refund.

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

Price that is unearned by the **Provider**.

CANCELLATION BY LIENHOLDER: The **Lienholder** may not cancel this contract for any reason.

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

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 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 fifty dollars (\$50) or ten percent (10%) of the amount of the pro-rated refund and the amount of claims paid under this **Agreement**.

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

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

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

If a covered claim and/or refund is not paid within sixty (60) days after proof of loss is filed with the **Us**, or if **We** become insolvent or otherwise financially impaired, **You** may file a claim directly with **Our** service contract reimbursement insurer, **American Commerce Insurance Company**, for reimbursement, payment, or provision of a covered service.

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

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

This **Agreement** is not insurance, and coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association.

This **Agreement** is not issued by the manufacturer or wholesale company marketing this product, nor will this **Agreement** be honored by such manufacturer or wholesale company.

CANCELLATION is amended by addition of the following:

In the event of cancellation, the lienholder, if any, shall be named on the refund check, and, in the event of cancellation upon repossession, the sole payee. In instances of consumer or lienholder cancellation, the refunds owed will be paid or credited within thirty (30) days of the date the Obligor receives the notice of the request for cancellation.

CANCELLATION BY YOU: If **You** cancel this **Agreement** within thirty (30) days of the Sale Date, **We** shall refund the full amount paid off the **Agreement** Purchase Price. If **You** cancel this **Agreement** after the first thirty (30) days, **Your** refund shall be based upon one hundred percent (100%) of the unearned pro rata Purchase Price, less any claims paid and less a service charge of ten percent (10%) of the Purchase Price or fifty dollars (\$50), whichever is less.

IMPORTANT AGREEMENT PROVISIONS is amended by the following:

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

ARBITRATION is deleted in its entirety.

Oregon: CANCELLATION is amended by addition of the following:

Authorized claims will not be deducted from a refund.

ARBITRATION is amended by addition of the following:

Oregon prohibits final and binding arbitration unless mutually agreed upon by both parties. Any proceedings and decisions will comply with the Oregon Arbitration Act. Oregon law will be applicable to any **Agreement** issued in Oregon.

South Carolina: NOTICE TO CONSUMERS: Any unresolved complaints or questions about this **Agreement** may be addressed to the South Carolina Department of Insurance 1201 Main Street, Ste. 1000, Columbia. SC 29201, (800) 768-3467. **CANCELLATION** is amended to include the following: If **You**, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return. If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the date the **Agreement** was mailed to **You** and receive a full refund of the Agreement price provided no claim has been made under the **Agreement**. The right to void the **Agreement** as provided is not transferable and shall apply only to the original Agreement purchaser and only if no claim has been made prior to its return to the Provider.

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

You may apply for reimbursement directly with **American Commerce Insurance Company** if: a covered service is not provided to **You** before the 61st day after the date of proof of loss; or a refund or credit is not paid before the 46th day after the date on which the **Agreement** is cancelled by **You**.

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

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

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

CANCELLATION is amended to include the following:

CANCELLATION BY YOU: **You** may cancel this **Agreement** at any time. If **You** cancel this **Agreement** before the thirty-first (31st) day after the date of purchase, the **Provider** shall refund to **You** or credit to **Your** account the full purchase price of the **Agreement**, less the amount of any claims paid under the **Agreement**. If **You** cancel this **Agreement** on or after the thirty-first (31st) day after the date of the purchase, the **Provider** shall refund to **You** or credit to **Your** account the prorated purchase price of the **Agreement**, reflecting the remaining term of the **Agreement** based on the mileage or time, decreased by the amount of any claims paid under the contract; and less a cancellation fee of fifty dollars (\$50). If the **Provider** does not pay the refund or credit to **Your** account before the forty-sixth (46th) day after the date notice of cancellation is received, the **Provider** is liable to **You** for a penalty of ten percent (10%) of the amount outstanding for each month an amount remains outstanding. The penalty is in addition to the full or prorated purchase price of the **Agreement** that is owed to **You** under this section or the terms or the contract.

CANCELLATION BY PROVIDER: Unless this Agreement states that, "This Agreement is non-cancelable by the Administrator," the following provisions apply. The **Provider** may cancel this **Agreement** by mailing a written notice of cancellation to the **You**. The **Provider** must mail the notice before the fifth day preceding the effective date of the cancellation. The **Provider** is not required to provide prior notice of cancellation if the **Agreement** is canceled because of: (1) nonpayment of the consideration of the **Agreement**; (2) fraud or a material misrepresentation by **You** to the **Provider**; or (3) a substantial breach of a duty by **You** relating to the covered product or its use. If **Your Agreement** is canceled by the **Provider** in accordance with this section, **You** are entitled to a prorated refund of the purchase price of the **Agreement** reflecting the remaining term of the **Agreement**, as prorated by time or mileage, decreased by the amount of any claims paid under the **Agreement**. A **Provider** who cancels an **Agreement** under this section may not impose a cancellation fee.

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

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

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

If the **Administrator Obligor** fails to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, **You** may file a claim with **American Commerce Insurance Company** at 3590 Twin Creeks Dr, Columbus, OH 43218-2579, ph. 1 (877) 778-3450.

FILING A CLAIM is amended as follows:

The definition of "**Emergency Repair**" is deleted and replaced with the following: **Emergency Repair** means any breakdown that occurs outside of normal business hours.

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

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

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

ARBITRATION is deleted in its entirety and replaced by the following:

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

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

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

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

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

The implied warranty of merchantability on the **Vehicle** is not waived if the **Agreement** has been purchased within ninety (90) days of the Purchase Date of the **Vehicle** from a provider or service **Agreement** seller who also sold the **Vehicle** covered by this **Agreement**.

Pursuant to Washington Case Law as described in Bulletin 79-4, **You** are entitled to complete reimbursement for loss before **We** are entitled to subrogation proceeds.

CANCELLATION is amended by addition of the following:

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

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

ARBITRATION is amended by addition of the following:

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

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

- (a) **Schedule of Coverage**, including "Your Responsibility," "Tire & Wheel Exclusions," "Windshield Exclusions," "Paintless Dent Repair Exclusions," "Emergency Roadside Exclusions," and "Roadside Assistance Claims Procedure"
- (b) **General Provisions**, including "Agreement Period"
- (c) **Cancellation**
- (d) **Transfer**
- (e) **Arbitration**
- (f) **Filing a Claim**, including "Prevent Further Damage" and "Emergency Repairs"
- (g) Washington state-specific disclosure, under **Special State Requirements and Disclosures**

Customer Initials

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

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Roadside Assistance Benefits are provided by **Brickell Financial Services Motor Club, Inc.** Reimbursement of food spoilage loss is prohibited.

If a covered claim is not paid within sixty (60) days after proof of loss is filed with the **Us**, or if **We** become insolvent or otherwise financially impaired, **You** may file a claim directly with **Our** service contract reimbursement insurer, **American Commerce Insurance Company**, for reimbursement, payment, or provision of a covered service.

DEFINITIONS, "We, Us, Ours" is amended as follows:

We, Us, or Our means the entity who is obligated to perform under this **Agreement** (the "Administrator Obligor"). The Administrator Obligor of this **Agreement** is **Century Automotive Service Corporation**, P.O. Box 3809, Albuquerque, NM 87190-3809; ph. 1 (877) 778-3437.

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

CANCELLATION BY YOU: If this **Agreement** is originally delivered to you at the time of sale or by mail, **You** may cancel this **Agreement** within thirty (30) days after **You** receive the **Agreement** at the time of sale or the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** Purchase Price, provided no claim has been made under the **Agreement**. The right to void this **Agreement** in this way is not transferable, applies only to the original **Agreement** purchaser, and is allowed only when no claim has been made under the **Agreement** prior to its return to **Us**. If **You** cancel this **Agreement** after the first thirty (30) days, **Your** refund shall be one hundred percent (100%) of the unearned **Agreement** Purchase Price, less any claims paid and less a cancellation fee of either fifty dollars (\$50) or ten percent (10%) of the Purchase Price, whichever is less. If **We** do not pay or credit a refund within forty-five (45) days after the **Agreement** is returned to **Us**, a penalty of ten percent (10%) of the outstanding refund, to be paid by **Us**, shall be added to **Your** refund for each month the refund remains unpaid or uncredited.

In the event of a total loss of property that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, **You** shall be entitled to cancel this **Agreement** without a cancellation fee and receive a pro rata refund of the unearned **Agreement** Purchase Price, less any claims paid.

CANCELLATION BY ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. **We** may only cancel this **Agreement** for nonpayment of the Purchase Price, material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Agreement**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least five (5) days prior to cancellation of the **Agreement**. This written notice shall contain the reason for cancellation and the effective date of cancellation. If **We** cancel this **Agreement** for a reason other than nonpayment of the Purchase Price, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata Purchase Price, less any claims paid.

ARBITRATION is deleted in its entirety.

Wyoming: **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: **CANCELLATION BY YOU:** You may cancel this Agreement within thirty (30) days after You receive the Agreement, either at the time of sale or by mail, and receive a full refund of the Agreement Purchase Price, provided no claims have been made. If You, the Contract Holder, cancel the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the Provider fails to pay the full refund within forty-five (45) days of the Agreement's return.

SAMPLE