

REGISTRATION PAGE

MK4

**CONTRACT NO: KGWFIA**

AGREEMENT HOLDER INFORMATION			
NAME		ADDRESS	
CITY	STATE	ZIP	TELEPHONE
			HM WK
VEHICLE INFORMATION			
VIN		ODOMETER	
YEAR	MAKE	MODEL	SALE DATE
			VEHICLE PURCHASE PRICE
SELLING DEALER INFORMATION			
DEALER NAME		ADDRESS	
CITY	STATE	ZIP	TELEPHONE
AGREEMENT INFORMATION			
TERM: _____ MONTHS		COST: \$ _____	

*Purchase of this coverage is optional, cancellable, not required to register a motor vehicle, obtain financing, credit or any equivalent. THIS AGREEMENT IS NOT AN INSURANCE POLICY: It is a Vehicle Service Agreement between You and the Administrator Obligor. This Agreement is subject to the terms, conditions, and liabilities as set forth in this document. We do not disclose information about our customers to anyone, except as permitted by law.*

**BEFORE SERVICES ARE PERFORMED OR ANY REPAIRS ARE MADE TO THE VEHICLE, YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE ADMINISTRATOR. FAILURE TO DO SO WILL RESULT IN THE CLAIM BEING DENIED EXCEPT FOR EMERGENCY REPAIRS AS DESCRIBED IN THE "FILING A CLAIM" SECTION.**

SIGNATURES	
By signing below, I understand and agree to all of the terms and conditions described in this Agreement. I understand that the purchase of this Agreement is voluntary and not required for purchasing, leasing, or financing this Vehicle.	
OWNER'S SIGNATURE: _____	DATE: _____
DEALER'S SIGNATURE: _____	DATE: _____

**ADMINISTRATOR OBLIGOR:**  
Century Automotive Service Corporation  
P.O. Box 3809  
Albuquerque, NM 87190  
California License Number: 0C88598  
1 (888) 338-0389

## DEFINITIONS

**Administrator and Administrator Obligor** mean Century Automotive Service Corporation. **You** may contact the **Administrator** at any time to have questions answered or to receive assistance in filing a claim.

**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.

**Dealer and Selling Dealer** mean the business that sold this **Agreement** to **You**, as identified on the **Registration**.

**Limits of Liability** means the maximum dollar amount that will be rendered for service relating to this **Agreement**.

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

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

**Vehicle** means the covered **Vehicle**, identified on the **Registration**, on which this **Agreement** was issued or to which this **Agreement** has been properly transferred.

**We, Us, Our, Obligor and Provider** mean Century Automotive Service Corporation, who is the **Obligor** under this **Agreement**.

**You, Your and Agreement Holder** mean the customer who purchased this **Agreement** for the **Vehicle**.

## SCHEDULE OF COVERAGE

**KARR GUARD WINDSHIELD REPAIR OR REPLACEMENT PROTECTION:** When the **Windshield** is damaged, **We** will repair or replace the **Your Vehicle's** front windshield's damage when (a) damaged by propelled rocks or other road hazard debris such as wood, metal parts, plastic or composite scraps, or any other propelled objects while the **Vehicle** is being driven; or (b) caused by stress on the **Windshield** due to bumps in the highways, streets, or roads. Most front windshield minor cracks, stars, or chips can be repaired, and, in most cases, a completed repair will not be noticeable. **You** will receive benefits to cover repairs of a **Structural Nature** and **not of a Cosmetic Nature**. A windshield repair technician will examine the damaged area prior to performing windshield repair to determine if the cracks, stars or chips can be repaired. **If the windshield cannot be repaired, then it will be replaced. The Administrator and the windshield repair technician retain sole authority to determine if a repair can be performed using the windshield repair process or whether it should be replaced.**

## EXCLUSIONS

We will not pay or reimburse **You** for any part or condition excluded throughout this **Agreement**, or for:

1. Any repair or replacement made without the Administrator's prior authorization.
2. Any additional costs for services not specifically covered by this **Agreement**.
3. Any damage due to Acts of God (including but not limited damage from hail or a windstorm); collision and/or Accident; Construction Related Damage; Mischief; Natural Disaster; Neglect; Riot/Civil Commotions; Vandalism; or Modification of the **Vehicle**.
4. 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.
5. Any repair or replacement covered by warranty, recall or acknowledgement of responsibility issued by the manufacturer.
6. Any condition that existed prior to the commencement of this **Agreement** (pre-existing conditions).

## GENERAL PROVISIONS

The terms and conditions of this **Agreement** cannot be altered unless in writing by **Us**. This **Agreement** specifically excludes **Us** from liability for incidental or consequential damages occasioned by use of the protectant products.

This **Agreement** is **Non-Renewable**.

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

### **AGREEMENT BENEFITS**

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

### **LIMITATION OF BENEFITS**

If payment of the appropriate costs related to this **Agreement** is not made, there is no coverage provided by this **Agreement**. This **Agreement** will not provide coverage when it has been determined that the condition existed prior to purchasing this **Agreement**.

### **LIMITS OF LIABILITY**

The maximum amount payable per **Vehicle** of this **Agreement** cannot exceed the purchase price of the **Vehicle**.

### **REPAIR OBLIGATIONS**

The Administrator has sole discretion in determining and implementing repair procedures. Such services will be performed with reasonable promptness and quality. This would include repairing the windshield or replacing with like kind in quality non-OEM windshield.

## CANCELLATION

There is a free look period of thirty (30) business days of the mailing date of the Agreement or the Agreement Date, if the Agreement is executed and delivered at the time of sale. You may cancel this Agreement during the free look period by notifying the Selling Dealer or Administrator in writing of Your intent to cancel. You must also send the Selling Dealer or Administrator a copy of this Agreement and a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle at the date of the request. If no claim has been made under the Agreement and the Agreement is cancelled within the free look period, the Agreement is void and the Administrator shall refund the full purchase price of the Agreement. The applicable free look period shall apply only to the original Agreement purchaser.

If You cancel this Agreement after the free look period, or after a claim has been made under the Agreement during the free look period, the Administrator shall refund one hundred percent (100%) of the unearned Agreement purchase price, prorated by the number of in-force days remaining for the Agreement as compared to the original term of the Agreement, less any claims paid and less a cancellation fee of fifty dollars (\$50). If there is a lien holder, the refund amount will be paid to the lien holder. If there is no lien holder, the refund amount will be paid to You. The refund owed will be paid or credited no more than thirty (30) days from the earlier of the date that We or the Selling Dealer receive notice of the request to cancel, or sooner if required by state law. The same refund process would be used in the event of this Agreement ending, lapsing, voiding, or being terminated and such action results in a refund. In the event of a repossession or total loss of Your Vehicle, the rights under this Vehicle Service Agreement shall immediately transfer to the lienholder.

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

## TRANSFERRING COVERAGE

You (the original customer) may transfer this Agreement to a purchaser of the Vehicle for the remainder of the original Agreement period. In order to do so, You must return to Your Selling Dealer, complete the Transfer form provided by Your Selling Dealer, and present the following items:

1. This Agreement;
2. A fifty dollar (\$50) transfer fee payable to Your Selling Dealer; and
3. Documentation evidencing change of ownership and the date of transfer.

If You are fifty (50) miles away from Selling Dealer and unable to return to the Selling Dealer, You must send Administrator a copy of this Agreement and a check payable to Administrator in the amount of fifty dollars (\$50) and documentation evidencing change of ownership and the date of transfer.

This Agreement cannot be transferred to another Vehicle, to a Vehicle dealer or to the customer of a Vehicle dealer. This Agreement may only be transferred to a private owner. Transfer must be initiated within fifteen (15) days of change of Vehicle ownership. All remaining underlying warranties must be transferred to the new owner. The right to cancel this Agreement is afforded only to the original purchaser.

## ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the dispute ([www.adr.org](http://www.adr.org)): (1) The arbitration shall be at a location near the Purchaser's residence; and (2) the Obligor will pay the Purchaser's portion of the filing fee if the Purchaser is indigent. A judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration, unless the law of resident State, at the time of purchase, dictates otherwise.

## FILING A CLAIM

You must take the following steps to file a claim:

1. Take Your Vehicle back to Your Selling Dealer within fourteen (14) days of noticing any damages that would be covered under Your Agreement and have the Selling Dealer prepare a written estimate. Damage over five hundred dollars (\$500) requires a second written estimate and pictures of the damaged area. If Your Vehicle is unsafe to drive or needs to be repaired prior to You being able to get to Your Selling Dealer, We will arrange to have the Vehicle repaired at Your location.
2. If You are fifty (50) miles or more away from Selling Dealer and unable to return Your Vehicle to the Selling Dealer, We suggest You arrange for repairs with a dealership that sells the make of Your Vehicle. (Please note: The Vehicle must be repaired by a licensed repair facility and the Administrator reserves the right to inspect any Vehicle and/or request relocation to a service facility of Our choice before authorization of any repairs.)
3. Call the Administrator at 1 (877) 793-7123 to submit a claim, or mail the above claim form information to P.O. Box 3809, Albuquerque, NM 87190-3809.
4. The Administrator will give You authorization to have the repair made when the claim is approved. The Administrator reserves the right to inspect any damage being claimed. Any repairs made on claims prior to receiving authorization will be denied.

**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.

## OUR OBLIGATIONS

The **Administrator Obligor's** performance under this **Agreement** is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr., Columbus, OH. 43218-2579, ph. 1 (877) 778-3450. **You** may file a claim or refund with this insurance company if any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request.

## 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 by addition of the following:

If this **Agreement** is originally delivered to **You** at the time of sale, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was delivered to **You**. If this **Agreement** was delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was received by **You**. If **You** return this **Agreement** to **Us** within the first thirty (30) days and no claims have been made under the **Agreement**, this **Agreement** shall be void and **We** will refund to **You** the full Purchase Price. The right to void this **Agreement** as described 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 this **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, prorated by the ratio of in-force days remaining as compared to the original **Agreement** term, and less any claims incurred or paid. All pro rata cancellations are subject to an administrative fee of twenty-five dollars (\$25.00). 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**. A penalty of ten percent (10%) per month shall be added to any refund that is not paid or credited within forty-five (45) days after the **Agreement** is returned to **Us**.

**Arizona:** **EXCLUSIONS** is amended by addition of the following:

**Pre-Existing Conditions** are not covered under this **Agreement**, unless such conditions were known or reasonably should have been known by the service company or the person selling the service **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, which supersedes any similar cancellation language:

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

**CANCELLATION BY YOU:** **You** may cancel this **Agreement** at any time by contacting the **Obligor**, Century Automotive Service Corporation, at 1 (877) 778-3437. If **You** request to cancel after the first thirty (30) days, a cancellation fee will be deducted from **Your** prorata refund in the amount of fifty dollars (\$50) 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.

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

Purchase of this **Agreement** is not required in order to purchase or obtain financing for a motor **Vehicle**.

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

A penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to a refund that is not paid within forty-five (45) days of return of the **Agreement** to the Provider.

**CANCELLATION BY YOU:** No paid claims shall be deducted from **Your** refund. If this **Agreement** is transferred to **You**, **You** are entitled to the free look period of thirty (30) days as described in this section, effective as of the date of transfer.

**CANCELLATION BY ADMINISTRATOR:** Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. In the event that **We** terminate this **Agreement**, **We** shall mail a written notice of cancellation to **You** within fifteen (15) days of the date of termination. This notice shall state the effective date of cancellation and the reason for cancellation. Unless the cancellation is for nonpayment, a pro rata refund of the **Agreement** Purchase Price, less the amount or value of any claims paid, shall accompany the notice. However, prior notice is not required if the reason for cancellation is: (a) nonpayment of the **Agreement** Purchase Price; (b) material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle** or its use.

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

The **Obligor's** California Provider License Number is **0C88598**.

In the event of a claim arising in California, the proper venue for litigation shall be in California.

This is an **Agreement** between **You** and the **Administrator Obligor**. The **Obligor's** performance to **You** under this **Agreement** is guaranteed by **American Commerce Insurance Company**, a California-approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request. **You** may contact American Commerce Insurance Company at 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph. 1 (877) 778-3450. If **You** are not satisfied with the insurance company's response, **You** may contact the **California Department of Insurance** at 1 (800) 927-4357 or through their website ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

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

**CANCELLATION BY YOU:** **You** may cancel this **Agreement** at any time by notifying the Selling Dealer or **Administrator** in writing of **Your** intent to cancel. If this **Agreement** is canceled within the first sixty (60) days and no claims have been filed, **You** will receive a full refund. If **You** elect cancellation after the first sixty (60) days, the **Administrator** may retain a cancellation fee of ten percent (10%) of the **Agreement** Purchase Price or twenty-five dollars (\$25), whichever is less. 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 a lienholder, the calculated refund will be paid to the lienholder. If there is no lienholder, the calculated refund will be paid to **You**.

**CANCELLATION BY PROVIDER: Unless this Agreement states that, "This Agreement is non-cancelable by the Administrator," the following provisions apply.** If **We** cancel this **Agreement**, **We** remain liable for any covered claim made under this **Agreement** prior to the effective date of cancellation.

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

Any controversy or claim arising from or relating to this **Agreement** or the breach thereof shall be settled by arbitration administered by the American Arbitration Association under its applicable local procedures for Consumer Disputes, under the Consumer Arbitration Rules ([www.adr.org](http://www.adr.org)). The arbitration shall: (1) be a location near the purchaser's residence; (2) incorporate the California Consumers Legal Remedies Act as applicable; and (3) require the **Obligor** to pay the Purchaser's portion of the filing fee if the purchaser is indigent, as defined under California Code of Civil Procedure. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

This **Agreement** does not provide in-home service.

**GENERAL PROVISIONS** is amended by addition of 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 by addition of the following:

If **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed, **You** may cancel this **Agreement**, subject to the cancellation provisions of the **Agreement**. **You** may continue coverage and avoid cancellation for nonpayment if payment in full is made prior to the Effective Date of cancellation.

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

If there is a dispute regarding the terms of this **Agreement** 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, include 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 **Agreement** 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 details description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code.

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

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

**SCHEDULE OF COVERAGE** is amended as follows:

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

**EXCLUSIONS**, Item 6. is amended as follows:

**6. Any condition, known to you, that existed prior to the commencement of this Agreement (pre-existing conditions).**

**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 OF YOUR AGREEMENT:** **You** may cancel this **Agreement** at any time. To cancel, **You** must submit a written request to the **Selling Dealer** or directly to **Us**. If **You** cancel this **Agreement** within the first sixty (60) days, **You** will receive a full refund of the Purchase Price. 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 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 the number of remaining days in the **Agreement** and less any claims paid. If **We** do not provide **Your** refund within forty-five (45) days of the effective date of cancellation, a penalty in the amount of ten percent (10%) of the unearned **Agreement** Purchase Price will be added to **Your** refund for each month the refund remains unpaid.

**CANCELLATION BY THE ADMINISTRATOR:** **We** may only cancel this **Agreement** for fraud, material misrepresentation or nonpayment. **We** will mail a thirty (30) day written notice of cancellation to **You** in the event **We** cancel this **Agreement**. In the event that **We** cancel this contract, **Your** refund will be issued on a pro rata basis less any claims paid.

**CANCELLATION BY LIENHOLDER:** The lienholder may only cancel this **Agreement** due to repossession or total loss, or if the **Vehicle** is stolen and not recovered. In instances of lienholder cancellation, the same pro rata calculation as described in **CANCELLATION OF YOUR AGREEMENT** shall be used to determine the refund amount. Any refunds owed shall be paid or credited no more than forty-five (45) days from the date **We** or the **Selling Dealer** receive notice of cancellation.

**ARBITRATION** is deleted in its entirety.

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

Coverage afforded under this **Agreement** is not guaranteed by the **Idaho Insurance Guarantee Association**.

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

**CANCELLATION BY YOU:** No claims paid shall be deducted from **Your** refund. If this **Agreement** is transferred to **You**, **You** are entitled to the free look period of thirty (30) days as described in this section, effective as of the date of transfer.

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

The **Administrator Obligor** of this **Agreement** is **Century Automotive Service Corporation**, P.O. Box 3809, Albuquerque, NM 87190-3809, ph. 1 (877) 778-3437.

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

If **You** elect to cancel this **Agreement** after the first thirty (30) days, **We** may retain a cancellation fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less.

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

THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.

**Your** proof of payment to the **Issuing Dealer** for this **Agreement** 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 **Agreement**.

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

If **You** have any questions regarding this **Agreement**, **You** may contact the **Administrator** by mail or by phone. **You** may also contact the **Iowa Insurance Division** at Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3738, ph. 1 (515) 654-6600 if **You** have problems or questions about this **Agreement**.

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

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

**CANCELLATION BY YOU:** If **You** cancel this **Agreement**, **We** shall mail a written notice of termination to **You** within fifteen (15) days of the date of termination. All pro rata cancellations are subject to a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** Purchase price, whichever is less.

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

**Our** obligations under this **Agreement** are guaranteed by an insurance policy. In the event that **We** cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, **You** may file a claim directly with **American Commerce Insurance Company** at 3590 Twin Creeks Dr, Columbus, OH 43218-2579, ph. 1 (877) 778-3450.

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

In the event **Your Vehicle** is repossessed, declared a total loss, or if **You** give notice of cancellation, this **Agreement** shall terminate. In the event of cancellation, the lien holder, if any, will be named on the refund check.

**CANCELLATION BY YOU:** **You** may cancel this **Agreement** at any time by notifying the **Administrator** in writing of **Your** intent to cancel. **You** must identify the **Agreement** on this notice and include a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** at the date of the request. If this **Agreement** is cancelled within thirty (30) days of the Sale Date, **We** will refund the full amount of the **Agreement** Purchase Price. If this **Agreement** is cancelled after the first thirty (30) days, **We** will refund an amount of the **Agreement** Purchase Price to be prorated by the in-force days remaining as compared to the original **Agreement** term. An administrative fee of fifty dollars (\$50) will be deducted from the pro rata refund.

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

The **Obligor's** performance to **You** under this **Agreement** is guaranteed by **American Commerce Insurance Company**. If a covered claim 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.

**SCHEDULE OF COVERAGE** 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:

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

**CANCELLATION BY YOU:** If **You** elect to return this **Agreement** within the first thirty (30) days and if no claims have been paid, the **Agreement** shall be void and **We** shall refund the full amount of the **Agreement** Purchase Price and any sales tax refund required, pursuant to state law. 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 or after a claim has been made, **We** shall deduct any claims paid from **Your** pro rata refund, in addition to an administrative fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. A penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to any refund that is not paid or credited to **You** within forty-five (45) days after **Our** receipt of a cancellation request from **You**.

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

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

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

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

**GENERAL PROVISIONS** is amended by addition of the following:

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

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

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

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

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

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

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

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

**CANCELLATION BY YOU:** If **You** cancel this **Agreement** within the first thirty (30) days and no claim has been made, this **Agreement** shall be void and **You** shall receive a full refund of the **Agreement** Purchase Price. 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**. A penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to any refund not made within forty-five (45) days of **Our** receipt of **Your** cancellation request.

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

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

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

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

**CANCELLATION BY YOU:** If this **Agreement** is originally delivered to **You** at the time of sale or by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was delivered or mailed to **You** and receive a full refund of the **Agreement** purchase price, provided no claims have been made under the **Agreement**. A penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**. The right to void this **Agreement** as described previously is not transferable, applies only to **You**, and is allowed only when no claim has been made under the **Agreement** prior to its return to **Us**. If **You** cancel this **Agreement** after the first thirty (30) days, or if a claim was made under **Your Agreement** during that time period, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid and less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less.

**CANCELLATION BY PROVIDER:** Unless this **Agreement** states, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. **We** may only cancel this **Agreement** for nonpayment of the **Agreement** Purchase Price, material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. In the event that **We** cancel this **Agreement** for a reason other than nonpayment, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid. **We** are not required to deduct the amount of any claims paid under an **Agreement** from the amount of a required refund.

**ARBITRATION** is deleted in its entirety.

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

**CANCELLATION BY YOU:** **You** have a "free look period" of thirty (30) days from the **Agreement** Date if the **Agreement** was executed and delivered at the time of sale, or from the mailing date of the **Agreement** if the **Agreement** was delivered to **You** by mail. If **You** cancel this **Agreement** within the first thirty (30) days and no claim has been made, we shall refund to **You** or credit to **Your** account the full Purchase Price of the **Agreement**. If **You** cancel this **Agreement** during the first thirty (30) days but after a claim has been made, **We** will refund to **You** or credit to **Your** account the full Purchase Price of the **Agreement** less any claims paid. **We** will mail a notice of cancellation to **You** within forty-five (45) days of the date of cancellation. A penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to any refund that is not paid within forty-five (45) days of **Your** cancellation request to **Us**. The thirty (30) day "free look period" is not transferable and shall apply only to the original **Agreement** purchaser.

If **You** cancel this **Agreement** after the thirty (30) day "free look period" or if a claim has been made, **We** will refund to **You** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid and less an administrative fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less.

Notice of cancellation shall be mailed to **You** within forty-five (45) days of the date of cancellation.

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

**Our** obligations under this **Agreement** are guaranteed by an insurance policy (USA-001XOL) issued by **American Commerce Insurance Company**. In the event that **We** do not provide a covered service within sixty (60) days after **You** file proof of loss with **Us**, **You** may file a claim directly with **American Commerce Insurance Company** at 3590 Twin Creeks Dr, Columbus, OH 43218-2579, ph. 1 (877) 778-3450.

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

Nebraska prohibits final and binding arbitration. Any proceedings and decisions shall comply with the Nebraska Uniform Arbitration Act.

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

If **You** have any questions regarding this **Agreement**, **You** may contact the **Administrator** by mail or by phone. Please refer to the **Registration** 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 St, Suite 14, Concord, NH 03301, ph. 1 (603) 271-2261.

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

All arbitration shall be subject to and compliant with N.H. Rev. Stat. Ann. § 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.

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

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

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

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

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

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

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

**CANCELLATION BY YOU:** The right to void this **Agreement** within the first thirty (30) days 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** request to cancel this **Agreement** after the first thirty (30) days, **We** shall deduct from **Your** refund a cancellation fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. If **We** fail to issue **Your** refund or credit **Your** account within sixty (60) days after the **Agreement** is cancelled, a penalty of ten percent (10%) of the Purchase Price shall be paid by **Us** and added to **Your** refund for every thirty (30) days the refund remains uncredited.

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

**New York:** **SCHEDULE OF COVERAGE** 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](http://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**.

**CANCELLATION** is revised by addition of the following language, which supersedes any similar cancellation language in the **Agreement**:

**CANCELLATION BY YOU:** Unless this **Agreement** states that this **Agreement** is non-cancelable by the **Administrator** and/or **Obligor**, the following provisions apply. **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:** 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.

**TRANSFERRING COVERAGE**, Item 2. is deleted and replaced with the following:

2. A twenty-five dollar (\$25) transfer fee payable to **Your Selling Dealer**

**ARBITRATION** is deleted in its entirety.

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

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

**CANCELLATION BY YOU:** To initiate cancellation, **You** may submit written notice to the **Selling Dealer** or **Administrator** with the following information: 1) the **Agreement** number; 2) the covered **Vehicle's** vehicle identification number (VIN); and 3) a signed, notarized statement that certifies the current **Vehicle** odometer rating. If **You** have not filed a claim under the **Agreement** and submit written notice of cancellation to the **Selling Dealer** or **Us** within the first thirty (30) days after the **Agreement** Purchase Date, **You** shall be entitled to a full refund of the **Agreement** Purchase Price. If **You** have filed a claim under the **Agreement** or if **You** submit written notice of cancellation to the **Selling Dealer** or **Us** more than thirty (30) days after the **Agreement** Purchase Date, **You**

shall be entitled to a pro rata refund of the **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total term specified in the **Agreement**, less any claims paid and less a cancellation fee equal to the lesser of fifty dollars (\$50.00) or ten percent (10%) of the prorated refund.

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

This **Agreement** is not insurance and is not subject to 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 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 **Agreement** Purchase Price. If **You** cancel this **Agreement** after the first thirty (30) days, **Your** refund shall be 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 unearned Purchase Price or fifty dollars (\$50), whichever is less.

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

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

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

If **We** fail to pay or credit **Your** refund within forty-five (45) days after the **Agreement** is returned to **Us**, a penalty of ten percent (10%) of the **Agreement** Purchase Price, to be paid by **Us**, shall be added to **Your** refund for each month the refund remains unpaid.

**CANCELLATION BY YOU:** If this **Agreement** was originally delivered to **You** by mail or at the time of sale, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was mailed to **You** or delivered to **You** at the time of purchase and receive a full refund of the **Agreement** Purchase Price, provided no claim has been made under the **Agreement**. 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**.

**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 sixty-first (61<sup>st</sup>) day after the date of proof of loss; or a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) 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.

**SCHEDULE OF COVERAGE** is amended by the following:

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

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

**CANCELLATION BY YOU:** **You** may cancel this **Agreement** at any time. If **You** cancel this **Agreement** before the thirty-first (31<sup>st</sup>) 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 (31<sup>st</sup>) 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 (46<sup>th</sup>) 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, 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.

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

**CANCELLATION BY THE ADMINISTRATOR:** Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," 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 ATTORNEYS FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

**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.

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

To file a claim, call the **Administrator** toll-free at 1 (877) 778-3437.

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

**CANCELLATION BY YOU:** If no claim has been made under this **Agreement** and **You** are the original **Agreement** Holder, **You** may return this **Agreement** to **Us** within thirty (30) days after **You** receive the **Agreement** and **We** shall refund to **You** the full **Agreement** Purchase Price.

**Virginia:** If any promise made in this **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the **Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs** at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

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

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

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

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

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

**CANCELLATION BY YOU:** All pro rata cancellations are subject to a cancellation fee of either twenty-five dollars (\$25.00) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less. If **We** do not issue **Your** refund within thirty (30) days of the Effective Date of cancellation, a penalty of ten percent (10%) of the **Agreement** Purchase Price 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 provisions apply. This **Agreement** is not cancellable by the **Administrator** after sixty (60) days from the date of purchase, except in the case of fraud of material misrepresentation by **You**. If **We** cancel this **Agreement**, there shall not be a processing fee.

**ARBITRATION** 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**
- (b) **Exclusions**
- (c) **General Provisions**, including "Agreement Benefits," "Limitation of Benefits," "Limit of Liability" and "Repair Obligations"
- (d) **Cancellation**
- (e) **Transferring Coverage**
- (f) **Arbitration**
- (g) **Filing a Claim**
- (h) Washington state-specific disclosure, under **Special State Requirements and Disclosures**

Customer Initials

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

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

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

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

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

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

**CANCELLATION BY YOU:** If this **Agreement** is originally delivered to you at the time of sale or by mail, **You** may cancel this **Agreement** within thirty (30) days after **You** 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:** The following disclosure(s) are added to this **Agreement**:

Wyoming law will be applicable to any **Agreement** issued in Wyoming.

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

**CANCELLATION BY YOU:** **You** may cancel this **Agreement** within thirty (30) days after **You** receive the **Agreement**, either at the time of sale or by mail, and receive a full refund of the **Agreement** Purchase Price, provided no claims have been made. A penalty of ten percent (10%) per month shall be added to any refund that is not paid or credited within forty-five (45) days after the **Agreement** has been returned to **Us**. The thirty (30) day "free look period" is not transferable and shall apply only to the original **Agreement** purchaser.

**ARBITRATION** is deleted in its entirety and replaced with the following:

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