

<div>CENTURY SERVICE VEHICLE SERVICE AGREEMENT</div>	<div>ADMINISTRATOR:Century Automotive Service Corporation PO Box 3809 Albuquerque, NM 87190-3890 TOLL FREE: 1-888-338-0389</div>
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APPLICATION / TERMS & CONDITIONS

1. PURCHASER			CONTRACT NO: TECC -	
NAME		STREET		
CITY	STATE	ZIP	TELEPHONE	HM WK

2. COVERED VEHICLE				
VIN	Odometer reading on the agreement date		Vehicle Class	
YEAR	MAKE	MODEL	ORIGINAL DATE OF IN-SERVICE	VEHICLE PURCHASE PRICE \$

3. SELLING DEALER			
DEALER NAME		STREET	
CITY	STATE	ZIP	TELEPHONE

4. VEHICLE SERVICE AGREEMENT (VSA)	
NEW VEHICLE COVERAGE PLAN	USED VEHICLE COVERAGE PLAN
TECHNOLOGY <input type="checkbox"/>	TECHNOLOGY <input type="checkbox"/>
TERM	TERM
This Agreement begins on the Agreement Date, and shall end: _____ Months from the Agreement Date, or when _____ Total miles are registered on the odometer, whichever occurs first.	This Agreement begins on the Agreement Date, and shall end: _____ Months from the Agreement Date, or when _____ Miles have been added to Odometer reading, whichever occurs first.

5. VEHICLE SERVICE AGREEMENT DEDUCTIBLEOPTIONS (If no box is checked, a \$100 standard deductible will apply)	
\$0 <input type="checkbox"/> \$50 <input type="checkbox"/> \$100 <input type="checkbox"/> \$200 <input type="checkbox"/>	Disappearing Deductible: \$50 <input type="checkbox"/> \$100 <input type="checkbox"/>

6. SURCHARGE
4x4 <input type="checkbox"/> Diesel <input type="checkbox"/> Turbo/Super Charger <input type="checkbox"/>

7. COVERAGE AGREEMENT
ACCEPTANCE OF COVERAGE: I hereby ACKNOWLEDGE THE PURCHASE OF THE Century Service Vehicle Service Agreement with the coverage and term above. Purchaser initials: X _____
DECLINATION OF COVERAGE: I hereby decline to purchase the Century Vehicle Service Agreement and acknowledge that I am not entitled to the coverage or benefits listed above. Purchaser initials: X _____

8. AGREEMENT CHARGE (CONTRACT PRICE)
CENTURYVEHICLE SERVICE AGREEMENT CHARGE: \$

9. AGREEMENT DATE	
MONTH DAY YEAR	Lienholder Name & Address:
ADMINISTRATOR OBLIGOR: Century Automotive Service Corporation, PO BOX 3809, Albuquerque, NM. 87190-3809, 1-888-338-0389. This is a Contract between You and the Administrator Obligor. The Administrator Obligor's performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH. 43218-2579, Telephone 1-877-778-3450. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, you may file a claim with American Commerce Insurance Company at the address listed above.	

SIGNED BY X \_\_\_\_\_ SIGNED BY X \_\_\_\_\_  
PURCHASER DEALER'S REPRESENTATIVE

Purchase of this coverage is optional, cancellable, not required to register a motor vehicle obtain financing or to register a motor vehicle. THIS AGREEMENT IS NOT AN INSURANCE POLICY: It is an Extended Service Agreement between You and the Obligor.

**DEFINITIONS**

Throughout this **Service Agreement** certain words and phrases are used that have special meanings. These terms appear in **boldface type**. Their meanings are listed below:

- Administrator** means the **Administrator** as printed on the **Application** page, whom provides administrative services for this **Service Agreement**
- Application** means the document that must be attached to and forms part of the **Agreement**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information
- Breakdown, Failure** means repair, replacement, or maintenance of a covered part(s) of the registered **Vehicle** necessitated by an operational or structural failure due to a defect in materials or workmanship, or due to normal wear and tear. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any **NON-Covered Part(s)**.
- Business Use** means a vehicle registered in a business or company name that may have only one primary driver.
- Commercial Use** means a vehicle used for services such as, but not limited to, contractor, landscaping, plumbing, delivery, livery, security, or multiple driver vehicle.
- Costs** means the usual and fair charges for parts and labor to repair or replace the **Covered Parts**
- Covered Part(s)** means the parts and units described under the SCHEDULE OF COVERAGE and their parts that are original parts on **Your Vehicle** at the time of its purchase by **You** or like replacement parts meeting the manufacturer's specification.
- Deductible** means the amount **You** are required to pay, as shown on the **Application**, per repair visit for covered **Breakdowns**. **You** must select one of the available deductible options as **Your Standard Deductible**
- In-Service Date** or **Date of In-Service** means the date the manufacturer shows as the date the **Vehicle** was first placed into service
- Licensed Repair Facility** means any facility licensed in the business of motor vehicle repairs.
- Schedule of Coverage** means the section of this **Agreement**, which lists the **Coverage** provided to **You** for **Your Vehicle** under this **Agreement**
- Agreement Date** means the date that this **Agreement** was sold to **You**
- Vehicle Service Agreement, Service Agreement, or Agreement** means this **Vehicle Service Agreement** document together with the completed **Application** and **Schedule of Coverage** that **You** have purchased from **Us** to protect **Your Vehicle**
- We, Us, Ours** means the Entity who is obligated to perform under this **Agreement**, as identified on the **Application** as "**Obligor**." **You** and **Your** means the Purchaser shown on the **Application** or the person to whom this **Agreement** was properly transferred **Your Vehicle** means the **Vehicle**, which is described on the **Application**
- Reasonable Repair Cost** means the customary parts and labor charges required to complete the repair for the **Covered Failure**, which in no case shall exceed the manufacturer's suggested retail price for parts and time / labor allowances as defined in the manufacturer's labor time guide or other nationally recognized parts and labor time guides. We reserve the right to use "like kind and quality" replacements.

**SCHEDULE OF COVERAGE**

**Technology**

**Factory Installed:** Radio, Touchscreen(s), Bluetooth Components, Global Positioning System, Navigation System, Built-in TV Screens and DVD Players, Backup and Forward Camera(s), Parking Sensor(s), Wireless Headphone systems, Wi-Fi Data Connections, Lane Departure Warning Systems, Homelink/Garage Door Openers, Night Vision, Blind Spot Detection, Parking Assistance, USB Ports, Power Points, Speakers, Smart Phone Interfaces.

**NOTE:** Any part not specifically listed above is not covered.

**EXCLUSIONS**

This **AGREEMENT** does not provide **Coverage** for **Your Vehicle** when the **Breakdown** or condition existed prior to the commencement of this **Agreement** (pre-existing conditions) or for any part not specifically listed in the **Schedule of Coverage**, including, but not limited to: **Accessory Drive Belts; Batteries; Body Panels; Break Linings, Pads and Shoes, Rotors and Drums; Bumpers; Carpet; Clutch Friction Disc and Pressure Plate; Dash Cover and Pad; Door Trim, Handles, and Fabric; Filters; Fluids; Glass (Including windshields); Headliner; Heating Hoses, Lines and Tubes; Hinges; Hybrid Battery Plug Assembly; Hybrid Vehicle Battery Pack; Hybrid Vehicle Relay Assembly; Hybrid Vehicle Supply Battery Assembly; Interior and exterior Trim and Moldings (including but not limited to Cup Holders, Ash Trays, Covers, and Vents); Lamps (Back-up, Fog Light, Side Marker, and Turn Signal Light Assemblies); Light Bulbs; Nuts, Bolts, Clips Retainers, and Fasteners; Paint; Rust and Corrosion Damage; Seat Covers; Sheet Metals; Shiny Metals; Spark Plugs; Structural Framework and Welds; Tires; Vacuum Hoses, Lines & Tubes; Weather Stripping; Wheels and Rims; Windshield Wiper Blades (Rubber Component). Filters, Lubricants, Coolants, Fluids and Refrigerants will be covered only if replacement is required in connection with a Breakdown.**

- I. In addition, Your **Service Agreement** does not apply to losses caused by or resulting from:
- A. Any **Breakdown** resulting from collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, volcanic eruption, freezing, rust or corrosion, sludge, carbon, windstorm, hail, water or flood, Acts of God, salt, environmental damage; and contamination of fluids, leaking fluids, fuels, coolants, or lubricants from non-covered parts.
  - B. Any **Breakdown** caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule or this **Agreement** for **Your Vehicle**, or improper servicing by **You** after the purchase date of this **Agreement**. For any **Breakdown** considered overheating caused by improper types of levels of fluids, lubricants, and/or coolants, or failure to protect **Your Vehicle** from further damage when **Breakdown** has occurred (Continued Operation).
  - C. Any repair or replacement of any covered part if a **Breakdown** has not occurred. Gradual reduction in operating performance is not covered unless it exceeds the published tolerances allowed by the manufacturer.
  - D. If any alterations have been made to **Your Vehicle**, or if **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including, but not limited to, the failure of any custom or add-on-part,

trailer hitches, emissions and/or exhaust systems modifications, engine modifications, transmission modification and/or drive axle modifications. All frame or suspension modifications lift kits, oversized/undersized tires, except for vehicles with this equipment as documented on the application at the time of vehicle purchase.

- E. If Your odometer has ceased to operate or the odometer has been altered in any way subsequent to purchase and mileage on the odometer cannot be verified.
- F. For property damage, physical damage, or for injury to or death of any person, arising out of the operation, maintenance or use of Your Vehicle, described in this Agreement, whether or not related to the parts covered.
- G. For loss of use, time, shop delays, profit, inconvenience, employment, or any other loss or incidental or consequential damages that results from a Breakdown.
- H. When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Agreement), or a repairer's guarantee warranty. Further, Coverage under this Agreement is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
- I. If Your Vehicle is used for towing a trailer or another vehicle or object unless Your Vehicle is equipped with factory installed or factory authorized tow package.
- J. If your vehicle is used for Competitive driving, taxi or livery, snow plowing, or used for hire to the public or used to transport people for hire. If your vehicle is used for municipal or professional emergency or police services. If the vehicle is used to tow a trailer whose weight exceeds the manufacturers' recommendations for that vehicle.
- K. For any Breakdown occurring prior to the Agreement purchase date or if the information provided by you can be verified as deceptively inaccurate.
- L. Any repairs, replacements or alterations not authorized by Us, except as described in the Emergency Repairs clause.
- M. Any Breakdown caused by contaminants, foreign object, sludge, improper amount or type of fluids, lubricants, coolants or refrigerants.
- N. **All covered components must be functioning properly at the time of the sale of this Vehicle and Agreement. Pre-existing conditions are not covered.**

#### INELIGIBLE VEHICLES

- A. Any import vehicle that has not been originally manufactured to U.S. specifications, and/or has been imported through means other than factory authorized importer or distributor, commonly known as "Gray Market" automobiles.
- B. Rebuilt or modified vehicles.
- C. Vehicles for which the title has been branded such as, but not limited to: branded, salvage, junk, lemon, rebuilt, totaled, flood, fire, branded, or water damaged.
- D. Vehicles for which any portion of the manufacturer's warranty has been cancelled.

#### 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

1. **NEW Vehicle** Plans begin at **zero (0)** miles and on the **Agreement Date** as shown on the **Application**. **NEW Vehicle** Plans expire when measured from **zero (0)** miles, or from the **Agreement Date**, whichever occurs first.
2. **USED Vehicle Agreement** Coverage begins at the mileage and on the **Agreement Date** as shown on the **Application**. **Used Vehicle Agreement Coverage** expiration is measured in time from the **Agreement Date** or from the odometer mileage of the **Vehicle** on the **Agreement Sale Date**, whichever occurs first.
3. 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** description 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 repair or replace any of the **Covered Parts** (excluding diagnostic charges), listed in the **Schedule of Coverage** which causes a **Breakdown**, 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**.

#### Limit of Liability

1. **Per Repair Visit** – Our Liability for any one (1)-repair visit shall in no event exceed the Actual Cash Value of **Your Vehicle** (not including tax, title, license or any other fee). Actual Cash Value means the N.A.D.A. published average adjusted retail value of **Your Vehicle** on the date of loss, taking age, condition immediately prior to breakdown, and mileage into consideration.
2. **Aggregate** – The total of all benefits paid or payable while this **Agreement** is in force shall not exceed the retail price **You** paid for **Your Vehicle** (excluding tax, title and license fees). However, if **You** are the Second **Agreement** Holder, (i.e. this Agreement was transferred to **You** under the Transfer Provisions contained herein), the total of all benefits payable under this **Agreement** is limited to the N.A.D.A. published average adjusted retail value of **Your Vehicle**, on the date of transfer, taking age and mileage into consideration.. A copy of Bill of Sale may be requested for verification.
3. **Deductible** – In the event of a **Breakdown** covered by this **Agreement**, **You** will be required to pay a **Deductible**. To determine the amount of the Deductible that applies, see the **Deductible** entry in the **Coverage** information section shown on the **Application**. The maximum **Deductible** amount **You** will be required to pay for each repair visit is the Deductible selected on the **Application**. A **Deductible** payment is only required for **Mechanical Breakdown Coverage** that is listed in the **Schedule of Coverage**.

**Transferring Coverage** - If **You** sell the covered vehicle or there is any other change in the ownership of **Your Vehicle**, this **Agreement** will terminate. **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 based on the Transfer requirements. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and is subject to the maintenance requirements as specified in this **Agreement**. This **Agreement** may not be transferred more than once, may not be transferred to another vehicle, and may not be assigned to a new or used vehicle dealer or anyone other than an individual purchasing **Your Vehicle** for personal use. In the event of a repossession or total loss of **Your Vehicle**, the rights under this **Vehicle Service Agreement** shall immediately transfer to the lien holder. This **Agreement** is Non-renewable.

**Cancellation of Your Agreement** - refer to STATE DISCLOSURES, state specifics may apply

**You** may cancel this **Agreement** at any time and for any reason by notifying the Selling Dealer or **Administrator** in writing of **Your** intent to cancel. **You** must also send the Selling Dealer or **Administrator** this **Agreement** and a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** at the date of the request. If this **Agreement** is canceled within the first thirty days and no claims have been filed, **You** will receive a full refund. If this **Agreement** is canceled after the first thirty (30) 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:

- a) the number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or
- b) the miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**.

If there is no lien holder, the refund will be paid to **You**. If there is a lien holder, the refund will be paid to the lien holder. If the **Agreement** holder elects cancellation after the first thirty (30) days, the **Administrator** may retain a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the Agreement Purchase price, whichever is less.

- a) For all cancellation options, the refund owed will be paid or credited no more than thirty (30) days from the earlier of the date **We** or the Selling Dealer receives notice of the request to cancel or sooner if required by state law.
- b) For all cancellation options, the same refund process would be used in the event of this Agreement ending, rejection, termination, lapse, or voiding and it results in a refund.

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

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

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

**Territory** – This **Agreement** applies to **Breakdowns** that occur, and repairs made within the United States of America and Canada.

**Licensed Repair Facilities** - The **Administrator** reserves the right to have the **Vehicle** repaired at a licensed repair facility of its choice.

**Payment/Reimbursement**: During the effective term of this **Agreement** the **Administrator** will pay(reimburse) **You**, less any applicable deductible, the cost of necessary and completed authorized repairs to covered components. 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, at the time of **Breakdown**.

## **AGREEMENT HOLDER'S RESPONSIBILITY**

**Proof of Maintenance Log**

It is required that **You** retain "Proof" of maintenance for the service and/or repair work on **Your Vehicle**, regardless if work was performed by **You** or a repair facility. "Proof" means repair orders from a Licensed Repair Facility or a self-maintained log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. The self-maintained log without corresponding "purchase receipts" is not acceptable "proof" of maintenance. Repair order must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, **Your** name and signature, repair facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or **Your** self-maintained log with corresponding receipts, may be requested by the **Administrator** for related repairs.

**Maintenance Requirements**

**You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of **Your Vehicle**.

**NOTE**: **Your Vehicle** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of Coverage.

**Filing a Claim and What To Do if you need repairs for a covered mechanical breakdown:**

If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:

- (1) **Prevent Further Damage** – Take immediate action to prevent further damage to **Your Vehicle**. This **Agreement** will not cover the damage caused for failure to secure prompt repair of the failed covered component. Any damage resulting from continued operation of an impaired **Vehicle** will constitute failure to protect **Your Vehicle** and will not be covered under this **Agreement**.
- (2) **Call the Administrator at 1-877-793-7123**: Call for instructions **BEFORE** **You** deliver **Your Vehicle** to any licensed repair facility other than the Selling Dealer. Repairs or replacements under this **Agreement** must be performed by the Selling Dealer, if **Your Vehicle** is within 50 miles of the Selling Dealer, or, if approved in advance by the **Administrator**, by an authorized Dealer or repair facility.
- (3) **Provide Repair Facility with a Copy of Your Agreement and/or Your Agreement Number.**
- (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, unless as described in the Emergency Repairs clause. **We** can be contacted Monday through Friday, 8:00 a.m. to 7:00 p.m. or Saturday from 9:00 a.m. to 2:00 p.m. Central Standard Time at 1-877-793-7123.
- (5) **Authorize Teardown and/or 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.



- (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 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 at a reasonable and customary charge. On the next business day, **You** should report the repairs to the **Administrator** for reimbursement.

### **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 OF YOUR AGREEMENT** 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 transferrable and shall apply only to the original **Agreement** purchaser, and only if no claim has been made prior to the **Agreement's** 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:** **CANCELLATION OF YOUR AGREEMENT** 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.

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

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**."

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

**Colorado:** The 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 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. Transportation of a vehicle is addressed by any portion of the **Agreement** which may provide roadside assistance.

**CANCELLATION OF YOUR AGREEMENT** 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.

**AGREEMENT PERIOD** 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.

**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.

**CANCELLATION OF YOUR AGREEMENT** is deleted and replaced with the following:

In instances of consumer or lienholder cancellation, the refunds owned 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 Seller or directly to **Us**. If **You** cancel this **Agreement**, **You** will receive a full refund of the Purchase Price. If you cancel this **Agreement** after the first sixty (60) days, **You** will receive a pro rata refund, less a cancellation fee of ten percent (10%) of the pro rata refund or twenty-five dollars (\$25.00), whichever is less. The pro rata refund will be based on elapsed time and less any claims paid. If **We** do not provide **Your** refund within forty-five (45) days of the effective date of cancellation, a penalty in the amount of ten percent (10%) of the unearned **Agreement** Purchase Price will be added to **Your** refund for each month the refund remains unpaid.

**CANCELLATION BY LIENHOLDER:** The lienholder may only cancel this **Agreement** due to repossession, total loss, or theft of the **Vehicle**.

**ARBITRATION** is deleted in its entirety.

**EXCLUSIONS** is amended by the following:

All references to "sludge" are hereby deleted.

**Pre-Existing Conditions** may only be excluded if they were known to **You**.

The statement, "This AGREEMENT does not provide Coverage for Your Vehicle when the Breakdown or condition existed prior to the commencement of this Agreement," is deleted and replaced by, "This **Agreement** does not provide coverage for **Your Vehicle** when the Breakdown or condition, known by **You**, existed prior to the commencement of this **Agreement**."

Item I.D. is amended to read, "If alterations, known to **You**, are made to **Your Vehicle**."

Item I.N. is amended to read, "All covered components must be functioning properly at the time of sale of this **Vehicle** and **Agreement**. Pre-existing conditions, known to **You**, are not covered."

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

**Illinois:** **CANCELLATION OF YOUR AGREEMENT** 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 (\$50.00), 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**. If a covered claim and/or refund is not paid within sixty (60) days after proof of loss is filed with the **Us**, or if **We** become insolvent or otherwise financially impaired, **You** may file a claim directly with **Our** service contract reimbursement insurer, American Commerce Insurance Company, for reimbursement, payment, or provision of a covered service.

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

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

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

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

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

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

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

**CANCELLATION OF YOUR AGREEMENT** 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 lesser ratio of either the in-force days remaining as compared to the original **Agreement** term, or the miles of remaining coverage as compared to the original **Agreement** term. An administrative fee of fifty dollars (\$50.00) will be deducted from the pro rata refund.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CANCELLATION BY PROVIDER:** Unless this **Agreement** states, "This **Agreement** is non-cancelable by the **Administrator**," 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) business days from the **Agreement** Date if the **Agreement** was executed and delivered at the time of sale, or from the mailing date of the **Agreement** if the **Agreement** was delivered to **You** by mail. If **You** cancel this **Agreement** within the first thirty (30) days and no claim has been made, we shall refund to **You** or credit to **Your** account the full Purchase Price of the **Agreement**. If **You** cancel this **Agreement** during the first thirty (30) days but after a claim has been made, **We** will refund to **You** or credit to **Your** account the full Purchase Price of the **Agreement** less any claims paid. If **You** cancel this **Agreement** after the first thirty (30) days, **We** shall refund to **You** or credit to **Your** account one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid. **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 "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 fifty dollars (\$50).

**Montana:** **CANCELLATION OF YOUR AGREEMENT** is amended by the following:

**CANCELLATION BY ADMINISTRATOR:** Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. If **We** cancel this **Agreement**, a written notice of cancellation shall be mailed to **You** at **Your** last known address at least five (5) days before the effective date of cancellation. This notice shall contain the reason for cancellation and effective date of cancellation. However, prior written notice shall not be provided if **We** cancel this **Agreement** for nonpayment, material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

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



Our obligations under this **Agreement** are guaranteed by an insurance policy (USA-001 XOL) 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 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 St., Suite 14, Concord, NH 03301, ph. 1 (603) 271-2261.

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

Any cancellation fee charged shall not exceed the lesser of fifty dollars (\$50.00) or ten percent (10%) of the **Agreement** Purchase Price.

**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.

**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:** 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 section, "Cancellation of Your Agreement," is amended by addition of the following:

**CANCELLATION BY YOU:** If **You** request to cancel this **Agreement** after the first thirty (30) days from the Sale Date, **We** shall deduct from **Your** refund a cancellation fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50.00), whichever is less. If **We** fail to issue **Your** refund or credit **Your** account within sixty (60) days after the **Agreement** is cancelled, a penalty of ten percent (10%) of the Purchase Price shall be paid by **Us** and added to **Your** refund for every thirty (30) days the refund remains uncredited.

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

**New York:** **CANCELLATION OF YOUR AGREEMENT** is amended by the following:

**CANCELLATION BY YOU:** If this **Agreement** was originally delivered to you by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was mailed to **You** and receive a full refund of the Purchase Price, provided no claim has been made under the **Agreement**. If **You** cancel this **Agreement** within the first thirty (30) days and no claim has been made, and **Your** refund is not made within thirty (30) days of **Your** request to cancel, a penalty of ten percent (10%) shall be added to **Your** refund for each additional month the refund remains unpaid.

**CANCELLATION BY ADMINISTRATOR:** Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Administrator**," the following provisions apply. If **We** cancel this **Agreement** for a reason other than nonpayment, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days before the effective date of cancellation. This notice shall include the reason for and date of cancellation. If **We** cancel this **Agreement** for nonpayment, material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, no written notice is required.

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

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

**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 (\$25.00) cancellation fee. In the event of cancellation, the lienholder, if any, will be named on the refund check. The **Provider** shall refund the Purchase Price of the **Agreement** to **You** within forty-five (45) days after the Effective Date of cancellation. If the **Provider** does not issue **Your** refund within forty-five (45) days of the Effective Date of cancellation, a penalty of ten percent (10%) of the **Agreement** Purchase Price per thirty (30) days will be added to **Your** refund.

**CANCELLATION BY THE PROVIDER:** 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**.

**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**.

**TRANSFERRING COVERAGE** Item 1. is deleted and replaced with the following:

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

**ARBITRATION** is deleted in its entirety.

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



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

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

**Ohio:** This contract is not insurance and is not subject to insurance laws of this state. 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 OF YOUR AGREEMENT** 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.

**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 based upon one hundred percent (100%) of the unearned pro rata Purchase Price, less any claims paid and less a service charge of ten percent (10%) of the Purchase Price or fifty dollars (\$50.00), whichever is less.

**ARBITRATION** is deleted in its entirety.

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

Authorized claims shall 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 shall comply with the Oregon Arbitration Act.

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

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

**CANCELATION 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**.

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

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

Contract Holder may apply for reimbursement directly with the insurer if: a covered Service Contract is not provided to the Contract Holder before the 61<sup>st</sup> day after the date of proof of loss; or a refund or credit is not paid before the 46<sup>th</sup> day after the date on which the Service Contract is cancelled by the Contract Holder. Any unresolved complaints or questions concerning the regulation of Service Agreement providers may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711; ph. 1 (512) 463-6599 or in-state toll free 1 (800) 803-9202.

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

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

**CANCELLATION BY ADMINISTRATOR:** Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the Administrator," the following provisions apply. If **We** cancel this **Agreement** for any reason other than nonpayment of the **Agreement** Purchase Price, material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, **We** shall mail a written notice of cancellation containing the reason for cancellation and date of cancellation to **You** at **Your** last known address at least five (5) days before the effective date of cancellation.

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

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

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

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

**FILING A CLAIM** is amended by the following:

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:** CANCELLATION OF YOUR AGREEMENT 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 twenty (20) days after You receive the Agreement and We shall refund to You the full Agreement Purchase Price.

**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](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-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 section, "Cancellation of Your Agreement," is amended by addition of the following:

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

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

Arbitration section, "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, including "Ineligible Vehicles"
- (c) General Provisions, including "Agreement Period," "Limit of Liability," "Transferring Coverage," "Cancellation of Your Agreement" and "Arbitration"
- (d) Agreement Holder's Responsibility, including "Maintenance Requirements" and "Filing a Claim"
- (e) 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, 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 received the Agreement at the time of sale or the Agreement was mailed to You and receive a full refund of the Agreement Purchase Price, provided no claim has been made under the Agreement. If You cancel this Agreement after the first thirty (30) days, Your pro rata refund of the unearned Purchase Price shall be less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Purchase Price. 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.

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

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

**ARBITRATION** is deleted in its entirety.

**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. f You, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return.

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

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