

PURCHASER / VEHICLE / SELLING DEALER INFORMATION

Administrator / Obligor: Century Automotive Service Corporation

California License No. 0C88598

PURCHASER NAME

STREET ADDRESS

CITY, STATE AND ZIP CODE

AREA CODE AND TELEPHONE NUMBER

VEHICLE SELLING PRICE

\$

VEHICLE SERIAL NUMBER

YEAR, MAKE AND MODEL

RATE CLASS

VEHICLE SALE DATE

DATE OF CONTRACT PURCHASE

VEHICLE ODOMETER MILEAGE READING AT TIME OF CONTRACT SALE

NAME OF SELLING DEALER

ADDRESS OF SELLING DEALER

TELEPHONE NUMBER OF SELLING DEALER

SELLING DEALER
SIGNATURE

X

LIENHOLDER

LIENHOLDER'S ADDRESS

ADMINISTRATOR / OBLIGOR: Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM. 87190-3809, 1-877-793-7123. 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.

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS VEHICLE SERVICE CONTRACT. THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND I AGREE TO THE SPECIFIC COVERAGES THAT ARE SELECTED BELOW.

PURCHASER'S SIGNATURE: X

DATE:

ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS CONTRACT IS INVALID AND OF NO FORCE OR EFFECT.
IF ANY INFORMATION ON THIS CONTRACT IS IN ERROR, CONTACT THE SELLING DEALER OR ADMINISTRATOR IMMEDIATELY.

ADDITIONAL VEHICLE INFORMATION

☐ BUSINESS USE☐ OVERSIZED TIRES UP TO 35"☐ OVERSIZED TIRES OVER 35"☐ 4X4/AWD ☐ TURBO/SUPERCGR ☐ DIESEL ☐ ROTARY EGNLIFT / LOWER KIT ☐ LIFT ☐ LOWER KIT * ☐

*See definitions for qualifications on Oversize Tires, Lift Kits, and Lower Kits.

COVERAGE SELECTIONS

COVERAGE (Check one)

☐ LEVEL I☐ LEVEL III☐ LEVEL II☐ LEVEL IV

TERM

☐

____ Months / ____ Miles

DEDUCTIBLE

PER VISIT

(Check one)

☐ \$50.00☐ \$100.00

IF NO COVERAGE, DEDUCTIBLE AND/OR TIME AND MILES OPTION BOX ABOVE IS SELECTED, LEVEL I COVERAGE WILL BE IN EFFECT, A \$100.00 DEDUCTIBLE PER REPAIR VISIT WILL APPLY, AND/OR TIME AND MILEAGE WILL BE 1 YEAR OR 12,000 MILES, WHICHEVER OCCURS FIRST.

VEHICLE SERVICE CONTRACT PRICE

\$

The implied warranty of merchantability on the vehicle is not waived; the implied warranty is not covered under this service contract.

The purchaser, by initialing below and signing above, represents and warrants that they have read and understands:

1. This is an Application for a Service Contract between the Purchaser and the "Obligor" identified above.
2. The time and mileage limitation of this Service Contract as marked and initialed above.
3. Sections "SCHEDULE OF COVERAGE" and "ADDITIONAL BENEFITS" and that only the work and parts listed in that section with respect to which Purchaser has paid for and initialed above are covered under this Service Contract.
4. Section "CONTRACT HOLDERS RESPONSIBILITY" and the maintenance, record keeping and claim filing requirements and that no claim will be paid without prior authorization from the Administrator.
5. Section "GENERAL PROVISIONS", "Cancellation of your Contract", and the Purchaser's right to a refund in that section.
6. "GENERAL PROVISIONS", "Limit of Liability", "Aggregate", and "EXCLUSIONS" and the limitations and exclusions of coverage in those sections.
7. Purchaser and Selling Dealer acknowledge that Administrator may reject the Application if it does not qualify for Coverage or Term as per the underwriting guidelines are given to the Selling Dealer or for non-payment of full remittance to Administrator, in a timely manner (or the Application may be accepted for the Term and Coverage as specified in the underwriting guidelines).
8. Purchase of this Service Contract is not required in order to purchase a Vehicle or obtain Vehicle Financing.

THE CUSTOMER COPY, ALONG WITH THE ATTACHED INFORMATION PAGES, COMPLETE THIS AGREEMENT
PRIOR AUTHORIZATION MUST BE OBTAINED BEFORE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS

Please call Toll Free: 1-877-793-7123 for Authorization and Instructions.

Purchase of this coverage is optional, cancellable, not required to register a motor vehicle, obtain financing, credit or any equivalent. This is not an automobile liability insurance contract. We do not disclose information about our customers to anyone, except as permitted by law. THIS AGREEMENT IS NOT AN INSURANCE POLICY: It is an Extended Service Agreement between You and the Administrator.

SCHEDULE OF COVERAGE

LEVEL I

ENGINE: Internally lubricated parts contained within the Engine, including Pistons, Piston Rings and Pins, Connecting Rods, Connecting Rod Bearings; Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain, Timing Gears, Rocker Arms, Rocker Shafts, Rocker Bushings, Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Seals, Valve Retainers, Push Rods, Oil Pump, Fuel Pump (mechanical); and Water Pump, Dipstick and Tube, Harmonic Balancer, Oil Pan, Timing Chain Cover, Intake and Exhaust Manifolds, Valve Covers, Engine Mounts, Cylinder Block and Cylinder Head(s) are covered if damaged as the result of the failure of a covered internal part of the engine.

TURBOCHARGER/SUPERCHARGER (factory installed only): All Internally lubricated Parts contained within Housing, plus: **Housing if damaged as the result of the failure of an internal part.**

TRANSMISSION (Automatic or Standard): Internally lubricated Parts contained within the Transmission Case, plus: Torque Converter, Vacuum Modulator, and Transmission Mounts. (Oil Pan and Transmission Case, **if damaged as the result of the failure of a covered internal Part of the Transmission**)

TRANSFER CASE: Internally lubricated parts contained within the Transfer Case. The Transfer Case is also covered **if the damage is the result of the failure of an internal Part of the Transfer Case.**

DRIVE AXLE (Front and Rear): Internally lubricated Parts contained within the Drive Axle, plus; Locking Hubs, Drive Shafts, Universal Joints, Constant Velocity Joints (**unless the failure was caused by torn/contaminated C.V. Boot**) and Axle Bearings. (Oil Pan and Drive Axle **Case if damaged as the result of the failure of a covered internal Part of the Drive Axle**)

SEALS and GASKETS Coverage applies to components listed in LEVEL I. **Seals and Gaskets are specifically excluded from coverage on vehicles with more than 125,000 miles at the time of sale of this Agreement.**

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

LEVEL II (Includes all components listed in LEVEL I)

AIR CONDITIONER: Compressor, Compressor Clutch and Pulley, Condenser, Evaporator, Idler Pulley and Idler Pulley Bearing. The following parts are also covered if required in connection with the repair of a covered part listed above: Accumulator/Receiver Dryer, Orifice Tube, Oil and Refrigerant, Expansion Valve, POA Valve, and Hi-Low Pressure Cut off Switch.

FRONT and REAR SUSPENSION: Upper and Lower: Control Arms, Control Arm Shafts and Bushings; Upper and Lower Ball Joints; King Pins and Bushings; Stabilizer Shaft Linkage and bushings, Torsion Bars, Strut Bar and Bushings, Spindle and Spindle Support, Wheel Bearings.

STEERING: Internally Lubricated Parts contained within the Steering Gear Box; Power Cylinder, Rack and Pinion Gear, and Power Steering Pump, Plus: Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; Upper and Lower Steering Column Shafts and Couplings. Steering Box and Rack and Pinion Gear Housings **if damaged as the result of the failure of a covered internal Part.**

BRAKES: Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster (**excluding Hydro-Boost system**), Disc Brake Caliper, Wheel Cylinders, Compensating Valve, Metal Hydraulic Lines and Fittings.

ELECTRICAL: Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive.

SEALS and GASKETS: Coverage applies to components listed in LEVEL II. **Seals and Gaskets are specifically excluded from coverage on vehicles with more than 125,000 miles at the time of sale of this Agreement.**

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

LEVEL III (Includes all components listed in LEVELS I & II)

ADDITIONAL ELECTRICAL: Power Window Motors (**excluding Regulators**), Power Seat Motor, Convertible Top Motor (**excluding Regulators and Frame**), Power Sunroof Motor (**excluding Regulators and Frame**), Power Door Lock Actuator, Power Antenna Motor (**excluding mast**), Digital Instrument Cluster; Mileage Computer; Electronic Combination Entry System; Computerized Timing Control Units; Electronic Cruise Control Module.

ABS BRAKES: Hydraulic Control Unit; Electronic Control Processor; Wheel-Speed Sensors; Hydraulic Pump/Motor Assembly.

LEVEL RIDE DAMPING SUSPENSION: Compressor, All Sensors, Control Module, Actuating Solenoids, Damping Actuator, Air Springs, and Mode Selector Switch.

FOUR WHEEL STEERING: Rear Steering Shaft and Couplings; Power Cylinder and Pump; Sensors; Electronic Control Unit/Solenoid; Phase control Unit, Stepper Motor, Steering Box/Control Valve/Rack; Tie Rods and Ends.

COOLING: Fan and Fan Clutch; Engine Cooling Fan Motor; and Heater Core; Thermostat.

FUEL SYSTEM: Electronic Fuel Injection Sensors; Control Units and Injectors; Electronic Fuel Delivery Pump (**excluding sending unit**) and Injectors; Vacuum Pump; Throttle Position Sensors; Oxygen Sensor; and Metal-Fuel Delivery Lines.

SEALS and GASKETS: Coverage applies to components listed in LEVEL III. **Seals and Gaskets are specifically excluded from coverage on vehicles with more than 125,000 miles at the time of sale of this Agreement.**

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

LEVEL IV

If you selected **LEVEL IV** Coverage, this Agreement will cover necessary repairs to **ALL** of your vehicle's mechanical and electrical parts during the term, **except for those items listed under "EXCLUSIONS" in this Agreement.**

ADDITIONAL BENEFITS

TOWING: In the event of a mechanical Breakdown caused by a part covered by this Agreement; We will reimburse You for reasonable towing charges up to eighty dollars (\$80) per occurrence. Any reimbursement shall be for actual towing charges in excess of any reimbursement you receive from the manufacturer, road club, or insurance company.

RENTAL CAR: During the time when your vehicle is being repaired at an authorized repair facility for the failure of a covered part, you may qualify for rental car reimbursement of up to \$35 per day, with a 5-day maximum, not to exceed \$175 per occurrence. Vehicle must be rented from the dealer or from a licensed auto rental facility. Rental car reimbursement will not continue beyond the day that repairs are completed and you are notified of the completion.

TRIP INTERRUPTION*: In the event of a mechanical **Breakdown** occurring more than 100 miles from your home and caused by a part covered by this Agreement, even a part covered by this Agreement that is also covered by the manufacturer's warranty. You may receive up to \$100 per day up to 3 days for meals and lodging.

**Service available except in states where prohibited by law.*

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, Administrator / Obligor means the **Administrator** as printed on the **Application** page, who 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 to repair, replace, 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 vehicles.

Costs mean 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

Internally Lubricated Part(s) means those components/parts that require lubrication to perform the function that they were designed for.

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

Lift Kit means no more than a 4" change from the factory specifications.

Lower Kit means only if equipped with an authorized kit installed that was specifically designed for **Your Vehicle**. **Oversized Tires** means any tire that is no more than 2 sizes over the factory allowed size per manufacturer specifications.

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 "**Administrator / 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 manufacturers 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.

EXCLUSIONS

- I. 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: Shock Absorbers, Seals and Gaskets (for vehicles with more than 125,000 miles at the time of sale of this Agreement), Standard Transmission Clutch Assembly, Friction Clutch Disc and Pressure Plate, Throw Out Bearing, Slave Cylinder, Manual and Hydraulic Linkages, Distributor Cap and Rotor, Safety Restraint Systems (including Air Bags), Timing Belt, Glass, Lenses, Sealed Beams, Light Bulbs, Fuses, Cellular Phones, Non Factory Audio/Video systems, Non Factory Electronic Transmitting/Receiving Devices (GPS, On Star, Etc.), Brake Rotors and Drums, Catalytic Converter, Exhaust Pipe, Mufflers, Tail Pipes, Resonators, Emissions Systems (unless part is specifically listed as covered), Batteries, Hybrid Battery Plug Assembly; Hybrid Vehicle Battery Pack; Hybrid Vehicle Relay Assembly; Hybrid Vehicle Supply Battery Assembly, Battery Cables, Fusible

Links, Battery Cable Connections / Connectors, Weather Strips, Trim, Moldings, Bright Metal, Chrome, Upholstery and Carpet, Paint, Outside Ornamentation, Bumpers, Body Sheet Metal and Panels, Frame and Structural Body Parts, Tires and Wheels/Rims (except if selected as an option as documented on the application at the time of vehicle purchase). For maintenance services and parts described in Your Vehicle's Owner Manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: Alignments, Wheel Balancing, Tune-ups, Spark Plugs, Spark Plug Wires, Glow Plugs, Hoses (except steering and air conditioning), Belts, Brake Pads, Brake Lining/Shoes, Fasteners, nuts, bolts, clips, retainers and Wiper Blades. Filters, Lubricants, Coolants, Fluids, and Refrigerants will be covered only if a replacement is required in connection with a Breakdown.

II. 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. A gradual reduction in operating performance is not covered unless it exceeds the published tolerances allowed by the manufacturer. Valves, valve guides, valve seals, and/or piston rings are not covered if the purpose of such is simply to raise the engine's compression, performance, or to reach acceptable oil consumption.
- 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 the 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 cannot be verified to be 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, or water damaged.
- D. Vehicles for which any portion of the manufacturer's warranty has been canceled.

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. Coverage begins at the odometer mileage shown on the Application and at the time of sale as shown on the Application, and Coverage expiration is measured in time from the Date of Contract Purchase and/or from the odometer mileage of the Vehicle on the Date of Contract Purchase, whichever occurs first.
- 2. This Agreement will 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.

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.

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

You may cancel this **Agreement** at any time 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**.
- c) 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.
- d) 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.

If there is no lien holder, the refund will be paid to **You**. If there is a lien holder, the refund less a cancellation fee 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 of fifty dollars (\$50) or ten percent (10%), whichever is less.

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 Agreement

Any controversy or claim arising from or relating to this contract or the breach thereof shall be settled by arbitration administered by the American Arbitration Association under its applicable local procedures for Consumer Disputes, under the Consumer Arbitration Rules (www.adr.org): The arbitration shall (1) be a location near the purchaser's residence; (2) the obligor will pay the Purchaser's portion of the filing fee if the purchaser is indigent. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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 may be 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 the 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 the continued operation of an impaired **Vehicle** will constitute a failure to protect **Your Vehicle** and will not be covered under this **Agreement**.
- (2) **Call the Administrator at 1-877-793-7123**: Call for instructions BEFORE **You** deliver **Your Vehicle** to any licensed repair facility other than the Selling Dealer. Repairs or replacements under this **Agreement** must be performed by the Selling Dealer if **Your Vehicle** is within 50 miles of the Selling Dealer, or, if approved in advance by the **Administrator**, by an authorized Dealer or repair facility.
- (3) **Provide Repair Facility with a Copy of Your Agreement and/or Your Agreement Number.**
- (4) **Obtain Authorization from the Administrator** – Prior to teardown or any repair being made, instruct the Service Advisor at the repair facility to contact the **Administrator** to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered. We can be contacted Monday through Friday, 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 is amended to the following: If this Contract is originally delivered to **You** by mail or at the time of sale, **You** may cancel this Contract within thirty (30) days after the date the Contract was mailed to **You** or delivered to **You** at the time of Sale and receive a full refund of the Contract price provided no claim has been made under the Contract. If the Agreement is canceled after the first thirty (30) days or a claim has been filed, **We** will refund **You** an amount of the Agreement Purchase Price according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a twenty-five dollar (\$25) Administrative Fee. Any refund due to **You** may be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to **You**. Any claim incurred or paid will be deducted from the amount of the cancellation refund. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

Arizona: 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 contract 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**."

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

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

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

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

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

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

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

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

California: OBLIGOR CALIFORNIA LICENSE NUMBER: 0C88598 INSURANCE STATEMENT: This is an **Agreement** between **You** and the **Administrator Obligor**. The **Obligor's** performance to you under this **Agreement** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after **your** request. The name and address of the insurance company is: American Commerce Insurance Company, 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph: 1-877-778-3450. If **You** are not satisfied with the insurance company response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Website (www.insurance.ca.gov). **CANCELLATION** is amended with the following: **You** may cancel this **Agreement** at any time by notifying the Selling Dealer or

Administrator in writing of **Your** intent to cancel. If this **Agreement** is canceled within the first sixty (60) and no claims have been filed, **You** will receive a full refund. If the **Agreement** holder elects cancellation after the first sixty (60) days, the **Administrator** may retain a cancellation fee of ten (10%) percent of the price of the Agreement or twenty-five dollars (\$25.00), whichever is less. And if this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **Your** refund will be determined by multiplying the amount **You** paid for this **Agreement** by the lesser of the ratio determined by the number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or the miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**. If there is no lien holder, the calculated refund will be paid to **You**. If there is a lien holder, the calculated refund will be paid to the lien holder.

NOTICE TO CONSUMERS is amended to include the following: In the event of a claim arising in California, the proper venue for litigation shall be in California.

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

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

Connecticut: NOTICE TO CONSUMERS Pursuant to Connecticut General Statutes 42-260(c)(5)(F), this **Agreement** does not provide in-home service. Transportation of a vehicle is addressed by any portion of the **Agreement** which may provide roadside assistance. **ARBITRATION** is amended by the following:

If there is a dispute regarding the terms of this Service Contract or the coverage of any claim filed with Us, We will make a reasonable effort to resolve the dispute with you. If **We** are unable to resolve the dispute, you may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of your covered vehicle, the cost of any disputed repairs, and a copy of this Service Contract document. The complaint should be mailed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. **Your** complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, your complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code. **AGREEMENT PERIOD** is amended to include the following: If the term of this **Agreement** is less than one (1) year, the Agreement term shall be automatically extended while any repairs covered under the Agreement are being done and the Vehicle is in the custody of the Repair Facility. **CANCELLATION** is amended to include the following: If the Agreement Holder returns the Vehicle or the Vehicle is sold, lost, stolen, or destroyed, the Agreement Holder may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**. The Agreement Holder may continue coverage and avoid cancellation for nonpayment if payment in full is made prior to the effective date of the cancellation.

Georgia: GENERAL PROVISIONS, "Cancellation of Your Agreement" 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 **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.

Once this **Agreement** has been in effect for seven (7) years it is considered fully earned and a refund will not be due for cancellation.

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

EXCLUSIONS is amended as follows:

All references to "sludge" are hereby deleted.

Item I is amended to read, "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 II.B. is amended by the addition of, "Any Covered Part that has been misused, abused, or modified by **You** or with **Your** knowledge after the Effective Date."

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

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

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

Indiana: NOTICE TO CONSUMERS: THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW. Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the insurance company, which guarantees our obligation to you, providing such insurance was in effect at the time you purchased this Contract. If a covered claim or refund is not paid within sixty (60) days, or otherwise the Obligor fails to perform its obligations under this Agreement 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, Telephone 1-877-778-3450.

Iowa: NOTICE TO CONSUMERS: If **You** have any questions regarding this Contract, **You** may contact the Administrator by mail or by phone. If **You** have problems or questions about this Agreement, **You** may contact the **Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000**. **CANCELLATION** is amended to include the following: The Administrator is primarily responsible for providing any refund to **You**, which **You** may be entitled under this **Agreement**. Also, ten percent (10%) penalty will be added each month to the cancellation refund not paid to the holder within thirty (30) days of the return of the Service Agreement to the **Administrator**. If the service contract holder cancels the service contract, the service company shall mail a written notice of termination to the service contract holder within fifteen (15) days of the date of the termination. All pro rata cancellations are subject to a \$50.00 fee or 10% of the Agreement Purchase price, whichever is less.

Louisiana: CANCELLATION is amended by the following: **You** may cancel this **Agreement** at any time by notifying the Administrator in writing of **Your** intent to cancel. You must also send the Administrator this **Agreement** and a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle at the date of the request. If Service Drive Sale is selected on the Information Page, coverage will be extended for thirty (30) days from the expiration of the term selected as well as the cancellation terms. If this **Agreement** is canceled within thirty (30) days of the Sale Date. We will refund the full amount of the Cost of the Agreement. If the **Agreement** is canceled after the first thirty (30) days the refund will be made on an amount of the Agreement charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a fifty-dollar (\$50.00) dollar administrative fee. In the event of cancellation, the Lienholder, if any, will be named on the refund check. The Provider shall refund the holder the appropriate refund within forty-five (45) days of cancellation notification. If the Provider does not provide a refund within forty-five (45) days, a ten percent (10%) of the Agreement price penalty per month will be added. **INSURANCE STATEMENT:** Our obligations are guaranteed by an insurance policy. In the event that **We** cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, **You** may file a claim directly with American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH 43218-2579. Pursuant to La. R.S. §51:3164 (12)(b)(c) This Agreement is not regulated by the Department of Insurance. Any concerns or complaints regarding this Agreement may be directed to the attorney general.

Maine: NOTICE TO CONSUMERS: The Obligor's performance to you under this Agreement is guaranteed by American Commerce Insurance Company. You may file a claim with this 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 the address listed. 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. **CANCELLATION** is amended to include the following: A Service Contract Holder may return the Service Contract within the first thirty (30) days, if no claim has been made under the Service Contract prior to its return to the Provider, the Service Contract is void and the Provider shall refund to the Service Contract Holder or lienholder if the service contract holder has financed the purchase of the service contract the full provider fee and any sales tax refund required pursuant to state law. If forty-five (45) day period for refund payment is not met, a penalty of ten percent (10%) of the unearned provider fee will be added to the refund for each month the refund remains unpaid. After the applicable time period, a Service Contract holder may cancel the Service Contract and the Provider shall refund to the service contract holder one hundred percent (100%) of the unearned pro rata Provider fee, less any claims paid. If the Agreement holder elects cancellation, the Administrator may retain a cancellation fee of fifty dollars \$50 or ten (10%) of the Agreement price, whichever is less only for those cancellations that are either: 1) after the thirty (30) day free look period or 2) for those cancellations during the free look period where a claim has been made.

Maryland: NOTICE TO CONSUMERS: You are entitled to make a direct claim against the Provider's insurer upon the Provider's failure to pay any claim and/or refund, make any refund or any consideration due within sixty (60) days after the proof is filed with the Provider. The repair of a malfunction or defect covered under this **Agreement** shall include the Cost of the teardown and diagnosing the malfunction or defect. Pursuant to Maryland Commercial Law Article 14 Subtitle 4 Section 14-404 (b)(2)(i) A Service Contract is extended automatically when the Provider fails to perform the services under the Service Contract; (ii) The Service Contract does not terminate until the services are provided in accordance with the terms of the Service Contract. **CANCELLATION** is amended to include the following: If this **Agreement** is originally delivered to **You** by mail you may cancel this Agreement within thirty (30) days after the receipt of the Agreement and receive a full refund of the Agreement price provided no claim has been made under the Agreement. The Provider shall refund the holder the appropriate refund within forty-five (45) days of cancellation notification. If the Provider does not provide a refund within forty-five (45) days, a ten percent (10%) of the Agreement price penalty per month will be added. Per Maryland Transportation Article 15.311.2 (b) (3), **You** are entitled to make a direct claim against the Insurer upon failure of the Provider to pay any claim, make any refund or consideration due within 60 days after the proof is filed with the Provider.

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

Minnesota: NOTICE TO CONSUMERS: Section 325F.662 of the Minnesota Statutes requires the selling dealer to provide you with an express warranty of specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to you by the dealer. Any loss covered under the dealer's express warranty furnished pursuant to Section 325F.662 is excluded from coverage under this Contract during the term of the express warranty unless the dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this Contract. **CANCELLATION** is amended to include the following: If You, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return. **ARBITRATION** is amended to include the following: The venue for any arbitration is required to be in Minnesota.

Mississippi: ARBITRATION is deleted in its entirety. Pursuant to Title 19, Rule 4:04, the **Cancellation** section of this Contract is amended to include the following: **Cancellation by Service Contract Holder.** If this Contract is originally delivered to You by mail or at the time of sale, You may cancel this Contract within thirty (30) days after the date of the Contract was mailed to You or delivered to You at the time of sale and receive a full refund of the Contract price provided no claim has been made under the Contract. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the vehicle service contract to **Us**.

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

Missouri: **CANCELLATION** is amended to include the following: The Service Contract Holder has a free look period of at least thirty (30) days of the mailing date of the Service Contract or the contract date if the service contract is executed and delivered at the time of sale or within a longer time period permitted under the contract. If no claim has been made under the contract and the contract is returned, the contract is void and the provider shall refund to, or credit to the account of, the Contract Holder the full purchase price of the contract. If a claim has been made under the contract during the free look period and the contract is returned, the provider shall refund to, or credit to the account of, the contract holder the full purchase price less any claims that have been paid. The applicable free-look time periods on service contracts shall apply only to the original service contract purchaser. Subsequent to the free look period, the Service Contract Holder may cancel the contract at any time and the provider shall refund to, or credit the account of, the Service Contract Holder one hundred percent of the unearned pro rata provider fee, less any claims paid. In Missouri, a notice of **CANCELLATION/termination** will be mailed to **YOU** within forty-five (45) days of the date of termination. If You, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return.

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

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

New Jersey: NOTICE TO CONSUMERS: 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 to include the following: The conditions governing the cancellation of the service contract by the service contract holder, which shall: (1) permit the contract holder, if the contract holder makes no claim arising under the contract, to cancel the contract: (a) within 30 days of receipt of the contract, or a longer period specified in the contract, if delivered at the time of purchase; or (b) within 30 days of the date of the contract was sent to the contract holder, or a longer period specified in the contract, if not delivered at the time of purchase; and (2) if cancelled within the time period specified in subparagraph (a) or (b) of paragraph (1) of this subsection, require the provider to provide the contract holder with the full purchase price or amount paid on the contract by refund or credit to the account of the contract holder, and to additionally pay the contract holder a 10% per monthly penalty, based upon the purchase price of the contract, if the refund or credit is not completed within 45 days of the cancellation of the contract.

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

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

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

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

This **Agreement** is non-renewable.

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

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

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

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

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

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

CANCELLATION BY YOU 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 (\$25.00) 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**.

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

North Carolina: CANCELLATION is amended with the following: In the event, the covered Vehicle is repossessed, declared a total loss, or, **You** give notice of cancellation, the **Agreement** shall terminate. To initiate a cancellation, submit written notification immediately to the Selling Dealer or Administrator including the following: 1) the Agreement Number 2) Vehicle Identification Number 3) a signed notarized statement certifying the current Vehicle odometer reading. **You** will be entitled to a full refund of the Agreement Price if **You** provide written notice of cancellation to the Selling Dealer or **Us** within the first thirty (30) days after the Agreement Purchase Date, and if **You** have not filed a claim under this Agreement. If **You** provide a written notice of cancellation to the Selling Dealer or **Us** after the first thirty (30) days after the Agreement Purchase Date, **You** will be entitled to a pro-rated refund of the Agreement price based on the number of days the Agreement was in force compared to the total time specified in the **Agreement**, less a cancellation fee equal to the lesser of \$50.00 or ten percent (10%) of the amount of the pro-rated refund and the amount of claims paid under this **Agreement**.

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

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

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

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

Contract Holder may apply for reimbursement directly with the insurer if: a covered Service Contract is not provided to the Contract Holder before the 61st day after the date of proof of loss; or a refund or credit is not paid before the 46th day after the date on which the Service Contract is cancelled by the Contract Holder.

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

CANCELLATION is amended to include the following:

CANCELLATION BY YOU: Pursuant to Section 1304.1581, the cancellation section of this Contract is amended to include the following: (a) Service Contract Holder may cancel the service contract at any time. (b) If a service contract holder cancels a service contract before the thirty-first (31st) day after the date of purchase, the provider: (1) shall refund to the service contract holder or credit to the account of the service contract holder the full purchase price of the contract, decreased by the amount of any claims paid under the contract; and (2) may not impose a cancellation fee. (c) If a service contract holder cancels a service contract on or after the 31st day after the date of the purchase, the provider: (1) shall refund to the service contract holder or credit to the account of the service contract holder the prorated purchase price of the contract reflecting the remaining term of the contract, based on the mileage, time or another reasonably applicable measure of the remaining term that must be disclosed in the contract, decreased by the amount of any claims paid under the contract; and (2) may impose a reasonable cancellation fee not to exceed fifty dollars (\$50). (d) A provider who does not pay the refund or credit the service contract holder's account before the forty-sixth (46th) day after the date notice of cancellation is received by the provider is liable to the service contract holder for a penalty for each month an amount remains outstanding equal to 10 percent of the amount outstanding. The penalty is in addition to the full or prorated purchase price of the contract that is owed to the service contract holder under this section or the terms of the contract.

CANCELLATION BY PROVIDER: Unless this Agreement states that, "This Agreement is non-cancelable by the Administrator," the following provisions apply. Pursuant to Section 1304.159, the cancellation section of this Contract is amended to include the following: (a) A Provider may cancel a Service Contract by mailing a written notice of cancellation to the Service Contract Holder. The Provider must mail the notice before the fifth day preceding the effective date of the cancellation. (b) The Provider is not required to provide prior notice of cancellation if the Service Contract is canceled because of: (1) nonpayment of the consideration of the contract; (2) fraud or a material misrepresentation by the service contract holder to the Provider; or (3) a substantial breach of a duty by the Service Contract Holder relating to the covered product or its use. (c) A Service Holder whose contract is canceled by the Provider in accordance with this section is entitled to a prorated refund of the purchase price of the contract reflecting the remaining term of the contract, as prorated by time or mileage, decreased by the amount of any claims paid under the contract. A provider who cancels a contract under this section may not impose a cancellation fee.

Utah: NOTICE TO CONSUMERS: This Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. You may purchase this Agreement through payment up front or through installment payments. The following language under section ADMINISTRATOR OBLIGOR is being replaced by the following: If the Administrator Obligor fails to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You may file a claim with American Commerce Insurance Company at the address listed herein. **ARBITRATION** is deleted in its entirety and replaced with the following. Arbitration in Utah is binding and shall be in compliance with the "Utah Arbitration Act" (Title 78, Chapter 31a). In accordance to Utah Code R590-122-4(5), ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR). A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. **CANCELLATION:** Unless this Agreement states that, This Agreement is non-cancelable by the Administrator and/or Obligor, the following provisions apply. The Provider of this Service Contract may cancel this agreement with written notice to the Contract Holders last known address with at least thirty (30)

days' notice of such cancellation for the following reasons: (1) material misrepresentation related to the Vehicle; (2) substantial change in the risk assumed, unless the Provider has reasonably foreseen the change or contemplated the risk when entering into this Service Contract; or (3) substantial breaches of contractual duties, conditions, or warranties by the Contract Holder relating to the Vehicle. A ten (10) day notice will be given for non-payment cancellations. **Under FILING A CLAIM** the definition of emergency repair is being replaced with the following: emergency repair is defined as any breakdown that occurs outside of normal business hours.

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

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

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

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

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

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

GENERAL PROVISIONS, "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.

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

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

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

- (a) **Schedule of Coverage**, including "Additional Benefits"
- (b) **Exclusions**, including "Ineligible Vehicles"
- (c) **General Provisions**, including "Agreement Period," "Limit of Liability," "Transferring Coverage," "Cancellation of Your Agreement" and "Arbitration Agreement"
- (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: NOTICE TO CONSUMERS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If a covered claim is not paid within sixty days (60) after proof of loss, or if the provider becomes insolvent or otherwise financially impaired, the Contract Holder may file a claim directly with the service contract reimbursement insurer for reimbursement, payment, or provision of the service; **TERMS: "We", "Us", and "Our"** means the Administrator/Obligor obligated to perform under this **Agreement** who is Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM 87190-3809; Phone: (877) 778-3437. **CANCELLATION** is amended to include the following: If this Contract is originally delivered to You by mail or at the time of sale, You may cancel this Contract within thirty (30) days after the date the contract was mailed to You or delivered to You at the time of sale and receive a full refund of the Contract price provided no claim has been made under the Contract. If no claim has been made, the provider shall refund to the Service Contract Holder, the full purchase price of the Service Contract. A provider may charge a reasonable administrative fee for the cancellation often percent (10%) of the provider fee or fifty dollars (\$50), whichever is less, if the Service Contract is cancelled after the first thirty (30) days. If **We** do not pay or credit a refund within forty- five (45) days after the return of a service contract to the provider **We** shall pay a ten (10) percent per month penalty of the refund amount outstanding which will be added to the amount of the refund. Per 616.56(18), in the event if a total loss of property that is not covered by a replacement of the property pursuant to the terms of the contract, a Service Contract Holder shall be entitled to cancel the service contract and receive a refund of any unearned provider fee, less claims paid. In this specific situation, no fee may be assessed to the Service Contract Holder. **CANCELLATION BY SERVICE CONTRACT PROVIDER: (If this Agreement states: "This Agreement is Non-Cancelable by the Administrator", then please disregard the following as it does not apply to you)** A Service Contract may be cancelled by the Provider only for nonpayment of the provider's fee, material misrepresentation by the Service Contract Holder to the Provider or Administrator, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. A provider shall comply with all of the following when cancelling a service contract: (a) The Provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least five (5) days prior to cancellation by the provider. (b) The notice under par. (a) shall state the effective date of the cancellation and the reason for the cancellation. (c) If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the Service Contract Holder one hundred (100) percent of the unearned pro rata provider fee, less any claims paid. (d) A provider may charge a reasonable administrative fee for cancellation, which may not exceed ten (10) percent of the provider fee or fifty dollars (\$50), whichever is less. **SUBROGATION** is amended to include the following: **Our** rights of ownership to salvaged parts shall become effective only after **You** have been fully compensated for damages or repairs under this **Agreement**. **Our** rights to subrogation under this **Agreement** are not valid until **You** have been made

whole and fully compensated for damages. **ARBITRATION** is deleted in its entirety pursuant to Wisconsin statute 631.20.

Wyoming: **ARBITRATION** is deleted in its entirety. At the time of any disagreement, the parties may mutually agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceeding shall be conducted within the state of Wyoming and comply with the Wyoming Arbitration Act. Wyoming law will be applicable to any Contract issued in Wyoming. **CANCELLATION** is amended to include the following: Service Contract Holder may return the Service Contract within thirty (30) days of the date the Service Contract was mailed to the Service Contract Holder or within ten (10) days of delivery if the Service Contract is delivered to the Service Contract Holder at the time of sale or within a longer time permitted under the Service Contract. If You, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return

SAMPLE