



## SECTION I. 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, Obligor”** means the **Administrator** as printed on the **Application** page, whom provides administrative services for this **Service Agreement**.

**“Agreement Date”** means the date that this **Agreement** was sold to **You**.

**“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, or Failure”** means repair or replacement of a covered part(s) of the registered **Vehicle** necessitated by **(A)** the failure of a **Covered Part** due to faulty workmanship or materials supplied by the original manufacturer or distributor, or; **(B)** The failure of a **Covered Part** due to a gradual reduction in operating performance as a result of 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, inaction, or failure of any **NON-Covered Parts**.

**“Business Use”** means a Business Use/Rideshare surcharge as indicated on the Application of this **Agreement**, and the vehicle is registered under a business or company name or is registered to a person who provides Rideshare services, has only one primary driver, and is not used for a Commercial Use. It is **YOUR** responsibility to pay for this surcharge if after initial **VEHICLE** purchase **YOU** decide to use **YOUR VEHICLE** for any Business Use/Rideshare services. If the Business Use surcharge is not paid prior to breakdown, and it's found that the **VEHICLE** is being used for Business Use/Rideshare services the claim could be denied.

**“Commercial Use”** means carrying goods or passengers for compensation. This includes but is not limited to, using a vehicle as a taxi, or for contractor, landscaping, plumbing, delivery, livery, security, or as a multiple driver vehicle, where compensation is provided for those services. Carpooling arrangements and Rideshare use of Your Vehicle are not considered a Commercial Use under this **Agreement**.

**“Costs”** mean the usual and fair charges for parts and labor to repair or replace the **Covered Parts**.

**“Covered Part(s)”** means any original or like replacement part which is not specifically excluded from coverage in the Exclusions section of this **Agreement**.

**“Deductible”** means the amount **You** are required to pay, as shown on the **Application**, per repair visit for covered **Breakdowns**. The **Deductible** for this **Agreement** is Zero (\$0) Dollars.

**“Issuing Dealer, Selling Dealer”** means the dealership from which you purchased this **Agreement**.

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

**“Mechanical Breakdown”** means repair or replacement of a covered part(s) of the registered **Vehicle** necessitated by **(A)** the failure of a **Covered Part** due to faulty workmanship or materials supplied by the original manufacturer or distributor, or; **(B)** The failure of a **Covered Part** due to a gradual reduction in operating performance as a result of 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, inaction, or failure of any non-**Covered Parts**.

**“Oversized Tires up to 35 inches”** means any tire whose diameter is up to 35”. If **Oversized Tires** are installed on the Vehicle prior to the sale of this **Agreement**, the speedometer must be recalibrated at time of installation so that speed and mileage readings remain accurate. **You or Your Issuing Dealer** must provide **Administrator** with proof of recalibration. If proof of calibration is unavailable, **You or Your Issuing Dealer** must provide **Administrator** with proof of tire installation performed by a licensed installation facility. If **Administrator** cannot confirm that the speedometer was recalibrated, **Administrator** will compute the actual elapsed mileage by multiplying the elapsed mileage as shown on odometer by a correction factor (circumference of oversize tires divided by the circumference of standard size tires) to determine the actual elapsed mileage.

**“Oversized Tires up to 37 inches”** means any tire whose diameter is over 35” and up to 37”. If **Oversized Tires** are installed on the Vehicle prior to the sale of this **Agreement**, the speedometer must be recalibrated at time of installation so that speed and mileage readings remain accurate. **You or Your Issuing Dealer** must provide **Administrator** with proof of recalibration. If proof of calibration is unavailable, **You or Your Issuing Dealer** must provide **Administrator** with proof of tire installation performed by a licensed installation facility. If **Administrator** cannot confirm that the speedometer was recalibrated, **Administrator** will compute the actual elapsed mileage by multiplying the elapsed mileage as shown on odometer by a correction factor (circumference of oversize tires divided by the circumference of standard size tires) to determine the actual elapsed mileage.

**“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”** means the section of this **Agreement**, which lists the **Coverage** provided to **You** for **Your Vehicle** under this **Agreement**.

**“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, 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**.

## SECTION II. SCHEDULE OF COVERAGE

In the event of **Mechanical Breakdown** of a **Covered Part**, **We** agree to make repairs or reimburse **You** for the cost of parts and labor, to repair or replace a **Covered Part** subject to the terms, conditions and limitations herein. IF THE **MECHANICAL BREAKDOWN** IS COVERED UNDER ANY OTHER WARRANTY, SERVICE POLICY, RECALL, OR REPAIR ADJUSTMENT (“OTHER COVERAGE”), **WE** WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS **AGREEMENT** AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.

- I. **BATTERY COVERAGE:** One (1) battery replacement during the term of the **AGREEMENT** for terms up to 60 months, or the difference between the manufacturer's pro-rata reimbursement and the total cost of the battery. Two (2) battery replacements

during the term of the **AGREEMENT** for terms 72 months and longer, or the difference between the manufacturer's pro-rata reimbursement and the total cost of the battery. **(Coverage does not include hybrid vehicle high voltage pack).**

- II. **BELTS AND HOSES COVERAGE:** Covers the replacement of the engine belts and hoses including: vacuum pump belt, serpentine belt, power steering belt, alternator belt, supercharger belt, AIR pump belt, air conditioner belt, water pump belt, heater hose, bypass hose, throttle body hose, upper and lower radiator hoses, air conditioning hoses, power steering pressure and return hose, air hose, water hoses, vacuum hoses and fuel hoses.
- III. **BRAKE PAD COVERAGE:** Replacement of one (1) set of front and rear brake pads/shoes during the term of the **AGREEMENT** for terms up to 60 months. Replacement of two (2) sets of front and rear brake pads/shoes during the term of the **AGREEMENT** for terms 72 months and longer.
- IV. **DIAGNOSTIC COVERAGE:** WE will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered repair, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**
- V. **ELECTRICAL COVERAGE:** Unlimited coverage of fuses, interior and exterior light bulbs including: turn signal bulbs, engine compartment lights, running lights, fog lights, stop lights, backup lights, license plate lights, parking lights, trunk light, dome light, courtesy light, visor light, map light and glove compartment light during the term of the **AGREEMENT**.
- VI. **FLUID COVERAGE:** WE will pay for replacement of necessary fluids, oils, greases, lubricants and approved A/C gasses that must be replaced in conjunction with a covered repair. **THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES OR DISPOSAL FEES.**
- VII. **HEADLAMP COVERAGE:** Covers the unlimited replacement of the headlamps during the term of the **AGREEMENT**. **(Impact damage NOT covered).**
- VIII. **RELATED DAMAGE COVERAGE:** WE will pay for the replacement of brake pads, belts and hoses that are damaged and require replacements as a direct result of a covered **MECHANICAL BREAKDOWN**. This Coverage includes disc brake rotor or drum resurfacing required as a direct result of a covered **MECHANICAL BREAKDOWN**.
- IX. **WHEEL ALIGNMENT COVERAGE:** One (1) wheel alignment during the term of the **AGREEMENT** for terms up to 60 months. Two (2) wheel alignments during the term of the **AGREEMENT** for terms 72 months and longer.
- X. **WINDSHIELD WIPER BLADE COVERAGE:** Replacement of one (1) set of windshield wiper blades or inserts during the term of the **AGREEMENT** for terms up to 60 months. Replacement of two (2) sets of windshield wiper blades or inserts during the term of the **AGREEMENT** for terms 72 months and longer.

**RELATED DAMAGE COVERAGE:** WE will pay for the replacement of brake pads, belts and hoses that are damaged and require replacements as a direct result of a covered **MECHANICAL BREAKDOWN**. This Coverage includes disc brake rotor or drum resurfacing required as a direct result of a covered **MECHANICAL BREAKDOWN**.

### SECTION III. ADDITIONAL BENEFITS

- I. **RENTAL VEHICLE COVERAGE:** YOU will be allowed up to thirty-five dollars (\$35) per day for a maximum of five (5) days not to exceed \$175 per occurrence for vehicle rental expense incurred, if required due to a covered **MECHANICAL BREAKDOWN**, or for **MECHANICAL BREAKDOWN** covered under the manufacturer's warranty. **YOU are responsible for obtaining the rental vehicle and rental vehicle expense incurred must be from a licensed rental vehicle agency or authorized dealer. WE will then reimburse YOU. RENTAL VEHICLE REIMBURSEMENT IS NOT PROVIDED FOR PARTS DELAY, SHOP SCHEDULING, OR FOR WORK NOT COVERED BY THIS AGREEMENT OR THE MANUFACTURER'S WARRANTY. YOU MUST RECEIVE PRIOR AUTHORIZATION FOR RENTAL EXPENSES. RENTAL REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION.**
- II. **EMERGENCY ROADSIDE SERVICE:**
  - A. **Vehicle Service Contract Roadside Assistance Program**

Emergency Roadside Assistance is available 24 hours a day, 365 days a year for your disabled vehicle during the term of your active vehicle service contract. For roadside assistance **you must call the dispatch number at 1-877-778-3432 and have your Vehicle Service Contract Number to have service dispatched to your location.** Roadside Assistance consists of Tire Change Service to change your flat tire with your inflated spare, Jump Start Service to jump start a dead or weak battery, Lock-Out Service in gaining entry of the passenger compartment of your vehicle only, Vehicle Fluid Delivery to deliver gas or other vehicle fluids or Tow Service. **Services are limited to a maximum of \$80.00 per incident. The cost of vehicle fluids and key cutting/replacement are not covered. Any amounts over the program limits are payable to the service provider at the time of service. Only the registered vehicle for which the Vehicle Service Contract was purchased is covered under this program. Service excludes RV's, fleet vehicles, off road vehicles, trailers, any vehicles in tow, vehicles over one-ton capacity, commercial vehicles, vehicles already at a repair facility, or any vehicle which at the sole determination of the service provider is in such condition that service is likely to result in damage to the vehicle. Services not dispatch through the above roadside assistance dispatch toll-free number are not reimbursable. Theft, vandalism and accident related incidents are not covered. Service may not be available in areas where state/provincial providers are exclusively utilized. No service may be duplicated within 72 hours of the initial request.**
  - B. **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 one hundred dollars (\$100) per occurrence. Any reimbursement shall be for actual towing charges in excess of any reimbursement **You** receive from the manufacturer, road club, or insurance
  - C. **TRIP INTERRUPTION (not available where prohibited by law):** In the event of a mechanical Breakdown occurring more than one hundred (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 one hundred dollars (\$100.00) per day for up to 3 days for meals and lodging. **Receipts must be from licensed lodging locations and restaurants to qualify.**

### SECTION IV. 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, including, but not limited to: Accessory Drive Belts (except as defined above) ; Batteries (except as defined above); Body Panels; Brake Linings, Pads and Shoes (except as defined above), 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 (except as defined above), Lines and Tubes; Hinges; Hybrid Battery Plug Assembly; Hybrid Vehicle Relay Assembly; Interior and exterior Trim and Moldings (including but not limited to Cup Holders, Ash Trays, Covers, and Vents); Lamps (Brake Light, Back-up, Fog Light, Side Marker, and Turn Signal Light Assemblies); Light Bulbs (except as

defined above ; LED's; Laser Lights and Headlight Assemblies, 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 (except as defined above), Lines & Tubes; Weather Stripping; Wheels and Rims; Windshield Wiper Blades (Rubber Component, except as defined above). Filters, Lubricants, Coolants, Fluids and Refrigerants will be covered only if 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. There Is No Coverage Available, And We Will Not Pay For Costs To Repair Or Replace Covered Components Become Damaged Due To Or Related To: Abnormal Wear; Acts Of God; Aesthetic Damage (Including But Not Limited To Scratches, Paint Deterioration, Dents, Nicks, Normal Wear And Tear); Damage Caused By Or Related To Animals (Including Pets); Collision And/Or Accident; Fire; Flood; Leaking Fluids, Fuels, Coolants, Contamination Of Fluids, Lubricants; Lack Of Oil Viscosity, Sludge, or Restricted Oil Flow; Mischief; Misuse; Natural Disaster Or Acts Of Nature; Neglect; Overloading; Overheating; Riot/Civil Commotions; Vandalism; Or Water Intrusion.
- 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 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. 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. Except for vehicles with such factory equipment as documented on the application at the time of vehicle purchase, 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, or oversized/undersized tires (unless the appropriate surcharge is indicated on the Application of this Agreement, the appropriate associated cost, and the required documentation has been collected by Us prior to the time of claim).
- E. If Your odometer has ceased to operate or the odometer has been altered in any way and mileage on the odometer cannot be verified.
- F. 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. 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. If a Manufacturer provides notice in which they will pay for covered repairs after We had authorized such repair, We will retain the additional rights of recovery against You. We shall be subrogated to all Your rights of recovery against any person or organization and You shall do whatever is necessary to secure such rights. You shall do nothing to prejudice such rights.
- 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 Commercial Use, competitive driving, taxi or livery, or snow plowing (unless a Snow Plow surcharge is indicated on the Application of this Agreement). 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. 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. Any Breakdown caused by Non-Covered components. Any Non-Covered components which are damaged in conjunction with a Breakdown of a Covered Component.
- O. Repairs, retrofit, or replacement of any components required as an order for compliance by any local, state or federal law or legislation.
- P. Vehicles designed to use fuels other than gasoline or diesel fuels or Vehicles designed to use multiple fuels individually or in combination are NOT covered under this Warranty.
- Q. All components of the covered vehicle must be functioning properly at time of sale of the covered vehicle and this Agreement. If any components are not functioning properly at time of sale of the covered vehicle and this Agreement, those will be deemed Pre-Existing Conditions. **PRE-EXISTING CONDITIONS ARE NOT COVERED UNDER THIS AGREEMENT. Any Breakdown of a Covered Component caused by a Pre-Existing Condition of a non-covered component, is not covered under this Agreement. Pre-Existing Conditions may be determined via a third party inspection at the time of loss or breakdown, if deemed necessary by the Administrator.**

**III. Ineligible Vehicles:** Vehicles not listed on Select Care class chart; 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 Vehicles"; Rebuilt or modified Vehicles; Vehicles for which the title has been branded such as salvage, junk, rebuilt, totaled, floods, fire or water damaged; Vehicles for which any portion of the manufacturer's warranty has been cancelled.

## **SECTION V. 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.**

I. **Agreement Period**

- A. Coverage begins at the mileage and on the **Agreement Date** as shown on the **Application**. coverage expiration is measured in time from the **Agreement Date** or from the odometer mileage of the **Vehicle** on the **Agreement Date**, whichever occurs first, and/or when the Limits of Liability for the **Agreement** have been reached.
- B. **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.**

II. **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.**

III. **Limit of Liability**

- A. **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.
- B. **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.

IV. **Transferring Coverage**

- A. 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.
- B. 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.
- C. 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 until any pending claims are settled, at which time it will be cancelled. This Agreement is Non-renewable.

V. **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.

- A. In the event, of a repossession or total loss of Your Vehicle, the rights under this Agreement shall immediately transfer to the Lienholder.
- B. If You default in repayment obligations to the Lienholder, the Lienholder reserves the right to attain the rights under this Agreement to the Lienholder. In the event of cancellation, the Lienholder shall be entitled to any resulting refunds.
- C. If cancellation is requested by You or by the Lienholder and such a cancellation results in a refund, the refund shall be calculated as follows:
1. You or the Lienholder must send Administrator a statement indicating the actual mileage (odometer reading) of Your Vehicle on the date of the request. In the event, Your cancellation is a result of You trading-in Your Vehicle and there is a Lienholder listed on the Application page of this Agreement, You must also provide Administrator with a copy of Your pay-off document provided from Your Lienholder. The cancellation process for Your request will not be initiated until We receive the pay-off document.
  2. If this Agreement is cancelled within the first thirty days and no claims have been filed, a refund of the full Agreement Price shall be remitted by Us. If this Agreement is cancelled after the first thirty (30) days or if a claim has been filed, the refund amount, less a cancellation fee, will be determined by multiplying the amount You paid for this Agreement by the lesser of the ratio determined by:
    - i. The number of in-force days remaining for the Agreement compared to the original term of the Agreement, or
    - ii. The miles of remaining coverage under the Agreement as compared to the original terms of the Agreement.
  3. In the event of a cancellation after the first thirty (30) days, Administrator may retain a cancellation fee not to exceed ten percent (10%) of the gross amount You paid or fifty dollars (\$50), whichever is less.
  4. If there is a Lienholder, the refund amount will be paid to the Lienholder. If there is not a Lienholder or We have received proof of pay-off of Your Vehicle, the refund amount will be paid to You.
  5. 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.
  6. For all cancellation options, the same refund process would be used in the event this Agreement is rejected, ending, termination, lapse, or voiding and it results in a refund.
- D. **Cancellation by the Administrator:** This Service Agreement is non-cancelable by the Administrator.



**VI. 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.

**VII. Territory**

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

**VIII. Licensed Repair Facilities**

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

**IX. 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**.

**SECTION VI. AGREEMENT HOLDER'S RESPONSIBILITY**

**I. 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.

**II. 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.

**III. Filing a Claim: 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. 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 Diagnostics 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.).

**IF YOU HAVE ANY QUESTIONS, CALL YOUR ISSUING DEALER, OR CALL CUSTOMER SERVICE  
TOLL FREE 1-877-793-7123**

**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:** SECTION IV. EXCLUSIONS is amended by addition of the following:

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

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

**SECTION V. 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.

**SECTION V. 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](http://www.insurance.ca.gov)). **CANCELLATION** is amended with the following: **You** may cancel this **Agreement** at any time by notifying the Selling Dealer or **Administrator** in writing of **Your** intent to cancel. If this **Agreement** is canceled within the first sixty (60) and no claims have been filed, **You** will receive a full refund. If the **Agreement** holder elects cancellation after the first sixty (60) days, the **Administrator** may retain a cancellation fee 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](http://www.adr.org)): The arbitration shall: (1) be a location near the purchaser's residence; (2) incorporate the California Consumers Legal Remedies Act as applicable and (3) require the obligor to pay the Purchaser's portion of the filing fee if the purchaser is indigent, as defined under California Code of Civil Procedure. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

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

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

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

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

**SECTION V. GENERAL PROVISIONS, "Cancellation of Your Agreement"** is deleted and replaced with the following:

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



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

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

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

**SECTION IV. 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**.

**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.E** is amended to read, "If, subsequent to the purchase of this **Agreement**, **Your** odometer has ceased to operate or the odometer has been altered in any way and mileage on the odometer cannot be verified."

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

**Illinois: CANCELLATION** is amended to include the following: If the Contract holder elects to cancel, the administrator may retain a cancellation fee of 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: Prior CANCELLATION notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by **You** to the Administrator, or a substantial breach of duties by **You** relating to the covered product or its use. **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 this **Agreement** is canceled 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. A ten (10) percent 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 Administrator. In the event of cancellation, the Lienholder, if any, will be named on the refund check. **INSURANCE STATEMENT:** Our obligations are guaranteed by an insurance policy. In the event that **We** cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, **You** may file a claim directly with American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH 43218-2579. The Agreement is not insurance. The Agreement is not regulated by the Department of Insurance and any concerns or complaints regarding the Agreement may be directed to the Attorney General.

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

The **Obligor's** performance to **You** under this **Agreement** is guaranteed by **American Commerce Insurance Company**. If a covered claim is not paid within sixty (60) days after proof of loss has been filed 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.

**SECTION V. GENERAL PROVISIONS, "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.

**SECTION V. GENERAL PROVISIONS, "Agreement Period"** is amended by addition of 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.

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**.

**SECTION V. 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.

**SECTION V. 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.

**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 325.F.662 is excluded from coverage under this Contract during the term of the express warranty unless the dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this Contract. **CANCELLATION** is amended to include the following: 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 to 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) business days of the mailing date of the Service Contract or the contract date if the service contract is executed and delivered at the time of sale or within a longer time period permitted under the contract. If no claim has been made under the contract and the contract is returned within thirty (30) days, 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 of thirty (30) days and the contract is returned, the provider shall refund to, or credit to the account of, the contract holder the full purchase price less any claims that have been paid. The applicable free-look time periods on service contracts shall apply only to the original service contract purchaser. Subsequent to the free look period, the Service Contract Holder may cancel the contract at any time and the provider shall refund to, or credit the account of, the Service Contract Holder one hundred percent of the unearned pro rata provider fee, less any claims paid. A reasonable administration fee not to exceed fifty dollars (\$50) may be surcharged by the Provider. In Missouri, a notice of CANCELLATION/termination will be mailed to **YOU** within forty-five (45) days of the date of termination. If You, the Contract Holder, cancels the Agreement within the first thirty (30) days and no claim has been made, a penalty of ten percent (10%) of the full purchase price of the Agreement must be added per month as a penalty that the refund remains unpaid if the provider fails to pay the full refund within forty-five (45) days of the Agreement's return.

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

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

**New Jersey:** **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: There shall be no cancellation fee for the agreement holder for cancellation of the Agreement by the lienholder or the administrator provider. The administrator provider shall provide a fifteen (15) day notice of cancellation to the Agreement Holder for cancellation by the Administrator Provider or lienholder for nonpayment. The Administrator Provider shall charge a cancellation fee not to exceed ten percent (10%) of the Agreement purchase price after the full refund period or fifty dollars (\$50), whichever is less. 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](mailto:claimsmail@mapfreusa.com) or 3590 Twin Creeks Dr, Columbus, OH. 43218-2579. If You have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

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

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

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

This **Agreement** is non-renewable.

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

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

"**Provider**" means the Entity who is obligated to perform under this **Agreement**, Century Automotive Service Corporation, as identified on the Application as **Administrator Obligor**.

**SECTION IV. 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**.

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

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

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

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

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

**SECTION V. GENERAL PROVISION, "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. **CANCELLATION BY ADMINISTRATOR:** Unless this **Agreement** states that, "This Agreement is non-cancelable by the Administrator," the following provisions apply. Per 15 Okl St. § 141.13 (B), in the event **We** cancel the agreement, the return of **Your** premium shall be based upon one hundred percent (100%) of unearned pro rata provider fee less the actual cost of any service provided under the service warranty contract.

**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. If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the date the **Agreement** was mailed to **You** and receive a full refund of the Agreement price provided no claim has been made under the **Agreement**. The right to void the **Agreement** as provided is not transferable and shall apply only to the original Agreement purchaser and only if no claim has been made prior to its return to the Provider.

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

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

**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](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.

**SECTION V. 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.

**SECTION V. 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) **SECTION II. SCHEDULE OF COVERAGE**
- (b) **SECTION III. ADDITIONAL BENEFITS**
- (c) **SECTION IV. EXCLUSIONS**, including "Ineligible Vehicles"
- (d) **SECTION V. GENERAL PROVISIONS**, including "Agreement Period," "Limit of Liability," "Transferring Coverage," "Cancellation of Your Agreement" and "Arbitration Agreement"
- (e) **SECTION VI. AGREEMENT HOLDER'S RESPONSIBILITY**, including "Maintenance Requirements" and "Filing a Claim"
- (f) 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 of the contract was mailed to **You** or delivered to **You** at the time of sale and receive a full refund of the Contract price provided no claim has been made under the Contract. If no claim has been made, the provider shall refund to the Service Contract Holder, the full purchase price of the Service Contract. A provider may charge a reasonable administrative fee for the cancellation of ten percent (10%) of the provider fee if the Service Contract is cancelled after the first thirty (30) days. If **We** do not pay or credit a refund within forty-five (45) days after the return of a service contract to the provider **We** shall pay a ten (10) percent per month penalty of the refund amount outstanding which will be added to the amount of the refund. Per 616.56(18), in the event if a total loss of property that is not covered by a replacement of the property pursuant to the terms of the contract, a Service Contract Holder shall be entitled to cancel the service contract and receive a refund of any unearned provider fee, less claims paid. In this specific situation, no fee may be assessed to the Service Contract Holder. **CANCELLATION BY SERVICE CONTRACT PROVIDER: (If this Agreement states: "This Agreement is Non-Cancelable by the Administrator", then please disregard the following as it does not apply to you)** A Service Contract may be cancelled by the Provider only for nonpayment of the provider's fee, material misrepresentation by the Service Contract Holder to the Provider or Administrator, or substantial breach of duties by the Service Contract Holder relating to the covered product or its use. A provider shall comply with all of the following when canceling a service contract: (a) The Provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least five (5) days prior to cancellation by the provider. (b) The notice under par. (a) shall state the effective date of the cancellation and the reason for the cancellation. (c) If a service contract is canceled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the Service Contract Holder one hundred (100) percent of the unearned pro rata provider fee, less any claims paid. (d) A provider may charge a reasonable administrative fee for cancellation, which may not exceed ten (10) percent of the provider fee or fifty dollars (\$50), whichever is less. **SUBROGATION** is amended to include the following: **Our** rights of ownership to salvaged parts shall become effective only after **You** have been fully compensated for damages or repairs under this **Agreement**. **Our** rights to subrogation under this **Agreement** are not valid until **You** have been made whole and fully compensated for damages. **ARBITRATION** is deleted in its entirety pursuant to Wisconsin statute 631.20.

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

Act. Wyoming law will be applicable to any Contract issued in Wyoming. **CANCELLATION** is amended to include the following: Service Contract Holder may return the Service Contract within thirty (30) days of the date the Service Contract was mailed to the Service Contract Holder or within thirty (30) 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