

REGISTRATION / TERMS & CONDITIONS

1. CONTRACT HOLDER

MK4

AGREEMENT NO:

NAME			STREET		
CITY	STATE	ZIP	TELEPHONE	HM	WK

2. COVERED VEHICLE

VIN			Odometer reading on the agreement date	Vehicle Class
YEAR	MAKE	MODEL	VEHICLE PURCHASE PRICE \$	

3. ISSUING DEALER

DEALER NAME			STREET		
CITY	STATE	ZIP	TELEPHONE		

4. CENTURY SELECT CARE (CSC) COVERAGE OPTIONS\*

\*CSC SERVICES MUST BE PERFORMED AT THE ISSUING DEALERSHIP, OR IF PREAUTHORIZED, AT A LICENSED REPAIR FACILITY

Standard Coverage

Roadside Service and Mechanical Breakdown Rental Car apply to all levels of coverage.

TERM MONTHS

TERM MILES

If No Coverage and Terms are Entered, Standard Coverage and 24 Months / 24,000 Miles will be applied.

Comprehensive Coverage

Roadside Service and Mechanical Breakdown Rental Car apply to all levels of coverage. Comprehensive includes Standard Coverage.

TERM MONTHS

TERM MILES

If No Coverage and Terms are Entered, Standard Coverage and 24 Months / 24,000 Miles will be applied.

Surcharges

4x4 / AWD ☐ Turbo / Diesel ☐

Oversized Tires up to 35" ☐

Oversized Tires up to 37" ☐

Business Use / Rideshare ☐

5. AGREEMENT CHARGE (CONTRACT PRICE)

6. DEDUCTIBLE

CENTURY SELECT CARE (CSC) AGREEMENT CHARGE: \$	\$0.00
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7. LIENHOLDER NAME & ADDRESS

NAME	ADDRESS
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8. AGREEMENT DATE

MONTH	DAY	YEAR
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ADMINISTRATOR OBLIGOR: Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM. 87190-3809, 1-877-793-7123. This is a Contract between You and the Administrator Obligor. The Administrator Obligor's performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company (Policy No. USA-001 XOL), 3590 Twin Creeks Dr. Columbus, OH 43218-2579, telephone 1-800-778-3450. 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.

I hereby acknowledge I have read this entire Agreement, pages 1 through 12, including Coverage Agreement, Definitions, Schedule of Coverage, Arbitration Agreement, General Provisions, and Agreement Holder's Responsibilities.

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

SIGNED BY X PURCHASER

SIGNED BY X DEALER'S REPRESENTATIVE

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

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## 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, Provider”** means the **Administrator** as printed on the **Registration** page, who provides administrative services for this **Agreement**.

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

**“Breakdown, Failure”** means repair or replacement of a **Covered Part(s)** of the registered **Vehicle** necessitated by an operational or structural failure due to a defect in materials or workmanship, or due to normal wear and tear. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-**Covered Part(s)**.

**“Business Use”** means a Business Use/Rideshare surcharge as indicated on the **Registration** 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 is 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), Covered Component(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 **Registration**, per repair visit for covered **Breakdowns**. The **Deductible** for this **Agreement** is zero dollars (\$0).

**“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 (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 Part(s)**.

**“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 the **Administrator** with proof of recalibration. If proof of recalibration is unavailable, **You** or **Your Issuing Dealer** must provide the **Administrator** with proof of tire installation performed by a licensed installation facility. If the **Administrator** cannot confirm that the speedometer was recalibrated, the **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 the **Administrator** with proof of recalibration. If proof of recalibration is unavailable, **You** or **Your Issuing Dealer** must provide the **Administrator** with proof of tire installation performed by a licensed installation facility. If the **Administrator** cannot confirm that the speedometer was recalibrated, the **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.

**“Registration”** 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.

**“Schedule of Coverage”** means the section of this **Agreement** that 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 **Registration** 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 **Registration** as **Administrator Obligor**.

**“You, Your”** means the Purchaser shown on the **Registration** or the person to whom this **Agreement** was properly transferred.

**“Your Vehicle”** means the **Vehicle** that is described on the **Registration**.

## SECTION II. SCHEDULE OF COVERAGE

### STANDARD

- I. **BATTERY COVERAGE:** One (1) battery replacement during the term of the **Agreement** for terms up to sixty (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 seventy-two (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 sixty (60) months. Replacement of two (2) sets of front and rear brake pads/shoes during the term of the **Agreement** for terms seventy-two (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 sixty (60) months. Two (2) wheel alignments during the term of the **Agreement** for terms seventy-two (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 sixty (60) months. Replacement of two (2) sets of windshield wiper blades or inserts during the term of the **Agreement** for terms seventy-two (72) months and longer.

COMPREHENSIVE

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.

**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**  
(Applied to all levels of coverage)

**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.**

**EMERGENCY ROADSIDE SERVICE:**

**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 **Agreement**. For roadside assistance, **You must call the dispatch number at 1-877-778-3432 with your Agreement Number to have service dispatched to Your location.** Roadside Assistance consists of:

- I. **Tire Change Service** to change **Your** flat tire with **Your** inflated spare;
- II. **Jump Start Service** to jump start a dead or weak battery;
- III. **Lock-Out Service** in gaining entry of the passenger compartment of **Your Vehicle** only;
- IV. **Vehicle Fluid Delivery** to deliver gas or other **Vehicle** fluids; or
- V. **Tow Service.**

**Services are limited to a maximum of eighty dollars (\$80) per incident. The cost of Vehicle fluids and key cutting/replacement are not covered. Any amounts over the program limits are payable to the service provider at the time of service. Only the registered Vehicle for which the Agreement was purchased is covered under this program. Service excludes RV's, fleet vehicles, off road vehicles, trailers, any vehicles in tow, vehicles over one-ton capacity, commercial vehicles, vehicles already at a repair facility, or any vehicle which at the sole determination of the service provider is in such condition that service is likely to result in damage to the vehicle. Services not dispatched 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.**

**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.

**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**, including **Covered Part(s)** that are also covered by the manufacturer's warranty. **You** may receive up to one hundred dollars (\$100.00) per day for up to three (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 Registration 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 Registration 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 Registration 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.**

### AGREEMENT PERIOD

Coverage begins at the mileage and on the **Agreement Date** as shown on the **Registration**. 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.

This **Agreement** will end, terminate and lapse when **You** sell **Your Vehicle** (unless transferred) and no refund shall be due unless it is canceled as described in this **Agreement**.

### COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is determined by the **Coverage** description section on the **Registration** and more fully described in the **Schedule of Coverage** in this **Agreement**. **We** will repair, replace or reimburse **You** for reasonable costs for parts and labor to repair or replace any of the **Covered Parts (excluding diagnostic charges)**, listed in the **Schedule of Coverage** which causes a **Breakdown**, provided **You** contact the **Administrator** for authorization prior to any such repair or replacement being made to **Your Vehicle**, except as described in the Emergency Repairs Clause. **The repair may be completed with parts of like quality and kind, commensurate with the age and odometer reading of Your Vehicle at the time the part failed. In some cases, remanufactured or used parts may be utilized, or shipped by the Administrator.**

### LIMIT OF LIABILITY

- I. **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.
- II. **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.

### TRANSFERRING COVERAGE

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

1. A fifty dollar (\$50) transfer fee,
2. Name and address of the purchaser,
3. A copy of the bill of sale or sales contract showing the date and mileage of **Your Vehicle** at the time of sale,
4. Proof of **Your** transferred coverage under any remaining manufacturer's warranty to the purchaser of **Your Vehicle**.

The **Administrator** has the discretion to approve or reject such application based on the transfer requirements. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and is subject to the maintenance requirements as specified in this **Agreement**. This **Agreement** may not be transferred more than once, may not be transferred to another vehicle, and may not be assigned to a new or used vehicle dealer or anyone other than an individual purchasing **Your Vehicle** for personal, non-commercial or business, use.

In the event of a valid repossession or total loss of **Your Vehicle**, the rights under this **Agreement** shall immediately transfer to the lien holder until any pending claims are settled, at which time it will be cancelled.

### 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.**

1. In the event of a repossession or total loss of **Your Vehicle**, the rights under this **Agreement** shall immediately transfer to the **Lienholder**.
2. If **You** default in repayment obligations to the **Lienholder**, the **Lienholder** reserves the right to attain the rights under this **Agreement**. In the event of cancellation, the **Lienholder** shall be entitled to any resulting refunds.
3. 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:
  - a. **You** or the **Lienholder** must send **Administrator** a copy of the **Agreement** and a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of the request. In the event **Your** cancellation is a result of **You** trading in **Your Vehicle** and there is a **Lienholder** listed on the **Registration** 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.
  - b. If this **Agreement** is cancelled within the first thirty (30) 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**.
  - c. In the event of a cancellation after the first thirty (30) days, the **Administrator** may retain a cancellation fee of the lesser of ten percent (10%) of the gross amount **You** paid or fifty dollars (\$50).
  - d. If there is a **Lienholder**, the refund amount will be paid to the **Lienholder**. If there is not a **Lienholder** or **We** have received proof of pay-off of **Your Vehicle**, the refund amount will be paid to **You**.
  - e. 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.

- f. The same refund process would be used in the event of this **Agreement** ending or being rejected or voided, or if the **Agreement** is terminated or lapses and such action results in a refund.

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

#### **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; and (2) the **Obligor** will pay the **Purchaser's** portion of the filing fee if the **Purchaser** is indigent. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### **TERRITORY**

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

#### **LICENSED REPAIR FACILITIES**

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

#### **PAYMENT/REIMBURSEMENT**

During the effective term of this **Agreement** the **Administrator** will pay (reimburse) **You**, less any applicable deductible, the cost of necessary and completed authorized repairs to **Covered Components**. At the sole discretion of the **Administrator**, replacement of any part may be with new parts, remanufactured parts or with parts of like kind and quality, at the time of **Breakdown**.

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

#### **PROOF OF MAINTENANCE LOG**

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

#### **MAINTENANCE REQUIREMENTS**

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

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

#### **FILING A CLAIM AND WHAT TO DO IF YOU NEED REPAIRS FOR A COVERED MECHANICAL BREAKDOWN**

**PAYMENT AND/OR REIMBURSEMENT FOR A COVERED REPAIR WILL NOT BE AVAILABLE UNTIL ADMINISTRATOR HAS RECEIVED FULL PAYMENT FOR THIS AGREEMENT FROM THE SELLING DEALER.**

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

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

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

If this **Agreement** is originally delivered to **You** at the time of sale, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was delivered to **You**. If this **Agreement** was delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was received by **You**. If **You** return this **Agreement** to **Us** within the first thirty (30) days and no claims have been made under the **Agreement**, this **Agreement** shall be void and **We** will refund to **You** the full Purchase Price. The right to void this **Agreement** as described is not transferable, applies only to the original **Agreement** purchaser, and is allowed only when no claim has been made under the **Agreement** prior to its return to **Us**.

If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund **You** an amount of the **Agreement** Purchase Price, prorated by the ratio of in-force days remaining as compared to the original **Agreement** term, and less any claims incurred or paid. All pro rata cancellations are subject to an administrative fee of twenty-five dollars (\$25.00). Any refund due to **You** may be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to **You**. A penalty of ten percent (10%) per month shall be added to any refund that is not paid or credited within forty-five (45) days after the **Agreement** is returned to **Us**.

**Arizona:** **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 **Agreement** is insured by an insurance policy (**Policy Number: USA-001 XOL**) issued by **American Commerce Insurance Company**. 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 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph. 1-877-778-3450.

**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** within the first sixty (60) days, **You** will receive a full refund of the Purchase Price. The right to void this **Agreement** in this way is not transferable, applies only to the original **Agreement** purchaser, and is allowed only when no claim has been made under the **Agreement** prior to its return to **Us**. If **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 or total loss, or if the **Vehicle** is stolen and not recovered.

**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:** Coverage afforded under this **Agreement** 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. The right to void this **Agreement** in this way is not transferable, applies only to the original **Agreement** purchaser, and is allowed only when no claim has been made under the **Agreement** prior to its return to **Us**. If **You** cancel this **Agreement** after the first thirty (30) days or after a claim has been made, **We** shall deduct any claims paid from **Your** pro rata refund, in addition to an administrative fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50.00), 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.

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

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

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

**CANCELLATION BY YOU:** If **You** cancel this **Agreement** within the first thirty (30) days and no claim has been made, this **Agreement** shall be void and **You** shall receive a full refund of the **Agreement** Purchase Price. The right to void this **Agreement** in this way is not transferable, applies only to the original **Agreement** purchaser, and is allowed only when no claim has been made under the **Agreement** prior to its return to **Us**. A penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to any refund not made within forty-five (45) days of **Our** receipt of **Your** cancellation request.

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

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

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

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

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

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

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

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

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

**CANCELLATION BY YOU:** The right to void this **Agreement** within the first thirty (30) days is not transferable, applies only to the original **Agreement** purchaser, and is allowed only when no claim has been made under the **Agreement** prior to its return to **Us**. If **You** request to cancel this **Agreement** after the first thirty (30) days, **We** shall deduct from **Your** refund a cancellation fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. If **We** fail to issue **Your** refund or credit **Your** account within sixty (60) days after the **Agreement** is cancelled, a penalty of ten percent (10%) of the Purchase Price shall be paid by **Us** and added to **Your** refund for every thirty (30) days the refund remains uncredited.

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

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

**CANCELLATION BY YOU:** If this **Agreement** was originally delivered to you by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was mailed to **You** and receive a full refund of the Purchase Price, provided no claim has been made under the **Agreement**. If **You** cancel this **Agreement** within the first thirty (30) days and no claim has been made, and **Your** refund is not made within thirty (30) days of **Your** request to cancel, a penalty of ten percent (10%) shall be added to **Your** refund for each additional month the refund remains unpaid. The right to void this **Agreement** within the first thirty (30) days as described previously is not transferable, applies only to the original **Agreement** purchaser, and is allowed only when no claim has been made under the **Agreement** prior to its return to **Us**.

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

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

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

This **Agreement** is non-renewable.

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

**SECTION I. 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, any portion of the refund that is still owed to the **Lienholder** shall be returned to the **Lienholder**. If there is no **Lienholder** or if the **Lienholder** has been made whole, any remaining refund amount shall be returned to **You**. The **Provider** shall refund the Purchase Price of the **Agreement** to **You** within forty-five (45) days after the Effective Date of cancellation. If the **Provider** does not issue **Your** refund within forty-five (45) days of the Effective Date of cancellation, a penalty of ten percent (10%) of the **Agreement** Purchase Price per thirty (30) days will be added to **Your** refund.

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

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

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

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

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

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

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

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

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

**CANCELLATION BY YOU:** If this **Agreement** was originally delivered to **You** by mail or at the time of sale, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was mailed to **You** or delivered to **You** at the time of purchase and receive a full refund of the **Agreement** Purchase Price, provided no claim has been made under the **Agreement**. The right to void this **Agreement** in this way is not transferable, applies only to the original **Agreement** purchaser, and is allowed only when no claim has been made under the **Agreement** prior to its return to **Us**.

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

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.

**SECTION V. GENERAL PROVISIONS, "Cancellation of Your Agreement"** 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 of the contract.

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

**Utah: NOTICE TO CONSUMERS:** This **Agreement** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. **You** may purchase this **Agreement** through payment up front or through installment payments. **The following language under section ADMINISTRATOR OBLIGOR is being replaced by the following: If the Administrator Obligor fails to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You may file a claim with American Commerce Insurance Company at the address listed herein.** **ARBITRATION** is deleted in its entirety and replaced with the following. Arbitration in Utah is binding and shall be in compliance with the "Utah Arbitration Act" (Title 78, Chapter 31a). In accordance to Utah Code R590-122-4(5), ANY MATTER IN DISPUTE BETWEEN **YOU** AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR). A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. **CANCELLATION: Unless this Agreement states that, This Agreement is non-cancelable by the Administrator and/or Obligor, the following provisions apply.** The Provider of this Service Contract may cancel this agreement with written notice to the Contract Holders last known address with at least thirty (30) days' notice of such cancellation for the following reasons: (1) material misrepresentation related to the Vehicle; (2) substantial change in the risk assumed, unless the Provider has reasonably foreseen the change or contemplated the risk when entering into this Service Contract; or (3) substantial breaches of contractual duties, conditions, or warranties by the Contract Holder relating to the Vehicle. A ten (10) day notice will be given for non-payment cancellations. **Under FILING A CLAIM** the definition of emergency repair is being replaced with the following: emergency repair is defined as any breakdown that occurs outside of normal business hours.

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

**Virginia:** If any promise made in this **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the **Virginia Department of Agriculture and Consumer Services, Office of Charitable and 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 at any time 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:** The following disclosure(s) are added to this **Agreement**:

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

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

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

**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.

**SECTION I. DEFINITIONS, “We, Us, Ours”** is amended as follows:

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

**SECTION V. GENERAL PROVISIONS, “Cancellation of Your Agreement”** is amended by addition of the following:

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

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

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

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

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

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

**SECTION V. GENERAL PROVISIONS, “Cancellation of Your Agreement”** is amended by addition of the following:

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

**SECTION V. GENERAL PROVISIONS, “Arbitration Agreement”** is deleted in its entirety and replaced with the following:

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