

REGISTRATION PAGE

MK4

CONTRACT NO: PMRSFI

AGREEMENT HOLDER INFORMATION

NAME			ADDRESS		
CITY	STATE	ZIP	TELEPHONE	HM	WK

VEHICLE INFORMATION

VIN			ODOMETER		RATE CLASS
YEAR	MAKE	MODEL	SALE DATE	VEHICLE PURCHASE PRICE	

SELLING DEALER INFORMATION

DEALER NAME			ADDRESS		
CITY	STATE	ZIP	TELEPHONE		

LIENHOLDER INFORMATION

LIENHOLDER NAME	ADDRESS
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AGREEMENT INFORMATION

DEDUCTIBLE	COVERAGE	TERM MONTHS	TERM MILES	AGREEMENT PURCHASE PRICE
\$100	POWERTRAIN			

SURCHARGE OPTIONS

Seals and Gaskets Coverage <input type="checkbox"/>	4x4 / AWD <input type="checkbox"/>	Turbo / Supercharger <input type="checkbox"/>	Vehicles over 125,000 Miles <input type="checkbox"/>
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Purchase of this coverage is optional, cancellable, not required to register a motor vehicle, obtain financing, credit or any equivalent. This is not an automobile liability insurance contract. THIS AGREEMENT IS NOT AN INSURANCE POLICY: It is a Limited Liability Powertrain Agreement between You and the Administrator Obligor.

This Agreement is subject to the terms, conditions, and liabilities as set forth in this document. We do not disclose information about our customers to anyone, except as permitted by law.

BEFORE SERVICES ARE PERFORMED OR ANY REPAIRS ARE MADE TO THE VEHICLE, YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE ADMINISTRATOR. FAILURE TO DO SO WILL RESULT IN THE CLAIM BEING DENIED. FOR NATIONWIDE CLAIMS, CALL 1 (877) 793-7123.

SIGNATURES

By signing below, I understand and agree to all of the terms and conditions described in this Limited Liability Powertrain Agreement. I understand that the purchase of this Agreement is voluntary and not required for purchasing, leasing, or financing this Vehicle. The above information is true and correct to the best of my knowledge and belief.

OWNER'S SIGNATURE: _____	DATE: _____
DEALER'S SIGNATURE: _____	DATE: _____

ADMINISTRATOR OBLIGOR:

Century Automotive Service Corporation

P.O. Box 3809

Albuquerque, NM 87190

California License Number: 0C88598

1 (888) 338-0389

DEFINITIONS

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.

ADMINISTRATOR or **ADMINISTRATOR OBLIGOR** means Century Automotive Service Corporation, the entity who provides administrative services for this **Agreement**. **You** may contact the **Administrator** at any time to have questions answered or to receive assistance in filing a claim.

COVERED COMPONENT or **COVERED PART** means a part or assembly that is eligible for coverage, subject to the terms and conditions of this **Agreement**.

COVERED BREAKDOWN or **COVERED FAILURE** means a **Mechanical Breakdown** which is eligible for coverage, subject to the terms and conditions of this.

DEDUCTIBLE means the amount **You** must pay, per visit, against the **Covered Mechanical Breakdown Repair Costs**.

EFFECTIVE DATE or **VEHICLE SALE DATE** means is the date on which **You** purchased the **Vehicle**.

EXPIRATION means when the mileage or time, whichever occurs first, listed on the **Registration** under **AGREEMENT INFORMATION** has been reached.

LIMITED LIABILITY POWERTRAIN AGREEMENT means this **Agreement** between **You** and the **Administrator Obligor**.

MECHANICAL BREAKDOWN or **MECHANICAL FAILURE** means the inability, because of a defect or faulty workmanship, of any **Covered Component(s)**, which have received the Manufacturer’s recommended services to perform the function or functions for which it was designed. **This does not include diminished operating performance due to wear and tear, which is not covered.**

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

REPAIR COST means the parts and labor charges customary to complete the **Covered Breakdown** repair, which in no case shall exceed the manufacturer’s suggested retail price for parts, time / labor allowances as defined in the manufacturer’s labor time guide or other nationally recognized parts and labor time guides. (At **Our** discretion, replacement parts used in covered repairs may include remanufactured, non-original manufacturer parts, new or used parts that meet the quality standards of the **Repairer** or **Us**.)

REPAIRER or **REPAIR FACILITY** means a franchised automobile dealer or automotive repair facility that provides a written parts and labor guarantee or warranty of not less than 6 months and 6,000 miles.

SALE DATE or **VEHICLE SALES DATE** means the date on which **You** purchased the listed **Vehicle**.

SELLING DEALERSHIP means the business that sold this **Agreement** to **You**, as identified on the **Registration**.

VEHICLE means the covered **Vehicle** identified on the **Registration** of this **Agreement**.

WE, US, OUR, OBLIGOR, or PROVIDER means the entity who is obligated to perform under this **Agreement**, as identified on the **Registration** as “**Administrator Obligor**.”

YOU, YOUR, or AGREEMENT HOLDER is the individual person or entity named on the **Registration** of this **Limited Liability Powertrain Agreement**, or other such person to whom this **Agreement** has been transferred.

SCHEDULE OF COVERAGE

POWERTRAIN*

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

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

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

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

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

SEALS AND GASKETS: Seals and gaskets are covered when replaced in conjunction with a **Covered Failure**, or if the “Seals and Gaskets Coverage” option has been selected and the **Covered Vehicle** has less than one hundred twenty-five thousand (125,000) miles at **Agreement** Purchase Date, failed seals and gaskets for covered components will be replaced. Minor loss of fluid or seepage is considered normal and is not considered a **Failure**.

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

**Fluids, diagnostic charges will be covered only for covered repairs.*

ADDITIONAL BENEFITS

TOWING COVERAGE:

In the event of a **Mechanical Breakdown** of a **Covered Part**, **You** will be reimbursed for reasonable related towing charges, not to exceed eighty dollars (\$80) per occurrence, actually incurred to tow the **Vehicle** to the **Selling Dealer** or authorized repair facility.

ROADSIDE ASSISTANCE:

Roadside Assistance will be provided to **You** on the covered **Vehicle** up to a maximum of eighty dollars (\$80) per occurrence:

- Towing** – If an emergency tow is required as a result of a **Mechanical Failure**, the covered **Vehicle** will be towed back to the **Selling Dealer** if within fifty (50) miles.
- Battery Service** – A “jump start” will be applied in an attempt to start the **Covered Vehicle**.
- Flat Tire Change** – Service will be provided to remove the flat tire and replace it with **Your** properly inflated spare tire.
- Lockout** – If **Your** keys are accidentally locked inside the covered **Vehicle**, we will provide assistance to gain entry to the **Vehicle** with **Your** proper identification.
- Fuel, Oil, Fluid and Water Delivery** – If **Your Vehicle** requires an emergency supply of fuel, oil, fluid or water, **We** will arrange a delivery to **You**. **You will be required to pay for the actual costs of the fuel, oil, fluid or water when it is**

delivered, if so requested.

No service may be duplicated within seventy-two (72) hours of the initial request. For Emergency Roadside Services, call 1 (888) 338-0278.

EXCLUSIONS

- I. This Agreement does not provide Coverage for Your Vehicle when the Breakdown or condition existed prior to the commencement of this Agreement (**pre-existing conditions**) or for any part not specifically listed in the Schedule of Coverage, including, but not limited to: Carburetor, Standard Transmission Clutch Assembly, Friction Clutch Disc and Pressure Plate, Throw Out Bearing, slave cylinder, Manual and Hydraulic Linkages, Distributor Cap and Rotor, Safety Restraint Systems (including Air Bags), Timing Belt, Glass, Lenses, Sealed Beams, Light Bulbs, Fuses, Cellular Phones, Non Factory Audio/Video systems, Non Factory Electronic Transmitting/Receiving Devices (GPS, On Star, Etc.), Brake Rotors and Drums, Exhaust and Emission Systems, Batteries, Weather Strips, Trim, Moldings, Bright Metal, Chrome, Upholstery and Carpet, Paint, Outside Ornamentation, Bumpers, Body Sheet Metal and Panels, Frame and Structural Body Parts, Tires and Wheels/Rims (except if selected as an option as documented on the Registration Page at the time of vehicle purchase). For maintenance services and parts described in Your Vehicle's Owner Manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: Alignments, Wheel Balancing, Tune-ups, Spark Plugs, Spark Plug Wires, Glow Plugs, Hoses (except steering and air conditioning), Belts, Brake Pads, Brake Lining/Shoes, and Wiper Blades. 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. Any Breakdown resulting from collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, volcanic eruption, freezing, rust or corrosion, sludge, carbon, windstorm, hail, water or flood, Acts of God, salt, environmental damage, contamination of fluids, leaking fluids, fuels, coolants, or lubricants.
 - 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 caused by improper types or levels of fluids, lubricants, and/or coolants, or failure to protect Your Vehicle from further damage when Breakdown has occurred.
 - 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. If any alterations have been made to Your Vehicle, or if You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including, but not limited to, the failure of any custom or add-on-part, trailer hitches, emissions and/or exhaust systems modifications, engine modifications, transmission modification and/or drive axle modifications. All frame or suspension modifications lift kits, oversized/undersized tires, except for vehicles with this equipment as documented on the Registration Page at the time of vehicle purchase.
 - E. If Your odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase.
 - F. For any liability for property 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. For loss of use, time, shop delays, profit, inconvenience, employment, or any other loss or incidental or consequential damages that results from a Breakdown.
 - G. 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.
 - H. 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.
 - I. If your vehicle is used for Competitive driving, taxi or livery, snow plowing, or used for hire to the public or used to transport people for hire. If your vehicle is used for municipal or professional emergency or police services. If the vehicle is used to tow a trailer whose weight exceeds the manufacturers' recommendations for that vehicle.
 - J. For any Breakdown occurring prior to the Agreement purchase date or if the information provided by you cannot be verified to be deceptively inaccurate.
 - K. Any repairs, replacements or alterations not authorized by Us, except as described in the Emergency Repairs clause.
 - L. Any Breakdown caused by contaminants, foreign object, sludge, improper amount or type of fluids, lubricants, coolants or refrigerants.
 - M. All components of the covered vehicle must be functioning properly at the time of sale of the covered vehicle and this Agreement. If any components are not functioning properly at the 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.**

INELIGIBLE VEHICLES

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

GENERAL PROVISIONS

This **Limited Liability Powertrain Agreement** is between **You** and **Us**, and is subject to all the Terms and Conditions contained herein:

This Agreement is Non-Renewable.

AGREEMENT PERIOD

This **Agreement** will end, terminate or lapse when the first of the following conditions have been met: **(a)** the **Agreement** terminates per the **Term** selected on the **Registration Page** of this **Agreement** and further described by **Coverage** type below; **(b)** when **You** no longer own the **Vehicle** and this **Agreement** has not been **Transferred** per the transfer terms contained herein. In the event that **You** no longer own the **Vehicle**, no refund shall be due unless this **Agreement** is canceled per the terms contained herein; **(c)** when the **Vehicle's** title has been branded in any manner; **(d)** When **We** have satisfied our duty to **You** under the "**Limit of Liability**" section contained herein; or **(e)** if this **Agreement** is voided in respect to odometer failure or odometer tampering. Selected associated **Coverage** under this **Agreement** may become void and **Coverage** will no longer be available for any components which may be affected by **(a)** improper or incorrect repairs or maintenance; **(b)** alterations and/or modifications to **Your Vehicle** in a manner not recommended by the manufacturer.

Vehicle Agreement Coverage begins at the **Agreement Sale Mileage** and on the **Agreement Sale Date** as shown on the **Registration Page**. **Vehicle Agreement Coverage** expiration is measured in time from the **Agreement Sale Date** or from the **Agreement Sale Mileage** of the **Vehicle** on the **Agreement Sale Date**, whichever occurs first.

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 Page** and more fully described in the **Schedule of Coverage** section in this **Limited Liability Powertrain 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** section which causes a **Breakdown**, provided **You** contact the **Administrator** for authorization prior to any such repair or replacement being made to **Your Vehicle**. The repair may be completed with parts of like quality and kind, commensurate with the age and odometer reading of **Your Vehicle** at the time the part failed. In some cases, remanufactured or used parts may be utilized, or shipped by the **Administrator**.

LIMIT OF LIABILITY

1. **Per Repair Visit** – Our Liability for any one (1) repair visit shall in no event exceed the **Actual Cash Value** of **Your Vehicle** (not including tax, title, license or any other fee).
2. **Aggregate** – The total of all benefits paid or payable while this **Agreement** is in force shall not exceed the retail price **You** paid for **Your Vehicle** (excluding tax, title and license fees). However, if **You** are the Second **Agreement Holder**, (i.e. this **Agreement** was transferred to **You** under the Transfer Provisions contained herein), the total of all benefits payable under this **Agreement** is limited to the N.A.D.A. published average adjusted retail value of **Your Vehicle**, on the date of transfer, taking age and mileage into consideration. A copy of Bill of Sale may be requested for verification.

DEDUCTIBLE

In the event of a **Breakdown** covered by this **Limited Liability Powertrain Agreement**, **You** will be required to pay a **Deductible**. To determine the amount of the **Deductible** that applies, see the **Deductible** section in the shown on the **Registration Page**. The maximum **Deductible** amount **You** will be required to pay for each repair visit is the **Deductible** shown on the **Registration Page**. A **Deductible** payment is only required for **Mechanical Breakdown Coverage** that is listed in the **Schedule of Coverage** section.

OUR RIGHTS TO RECOVER PAYMENT

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

TERRITORY

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

AUTHORIZED REPAIR FACILITIES

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

CANCELLATION

You may cancel this **Agreement** at any time and for any reason by notifying the **Selling Dealer** or **Administrator** in writing of **Your** intent to cancel. If this **Agreement** is cancelled by the **Agreement Holder** within the first sixty (60) days and no covered claim has been filed, the **Agreement Holder** will receive a full refund of the **Agreement Purchase Price**. Except as provided below, if this **Agreement** is cancelled by the **Agreement Holder** after sixty (60) days or if a covered claim has been filed, the **Agreement Holder** will receive a pro rata refund of the **Agreement Purchase Price**, determined by the number of days this **Agreement** has been in force divided by the number of days in the original **Agreement Term**. In the event of a cancellation after the first sixty (60) days, the **Administrator** may retain a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less. If there is a lienholder, the refund amount will be paid to the lienholder. If there is no lienholder, the refund amount will be paid to **You**. For all cancellations, 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. 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.

No refund shall be payable if this **Agreement** expires, because the Maximum Agreement Benefits have been received by the **Agreement Holder**.

In the event of a repossession or total loss of **Your Vehicle**, the rights under this **Agreement** shall immediately transfer to the lienholder.

Cancellation by the Limited Liability Powertrain Agreement Provider: This **Agreement** is non-cancelable by the **Limited Liability Powertrain Agreement Provider**.

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 **Agreement Holder**,
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.

FILING A CLAIM

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. Any damage resulting from continued operation of an impaired Vehicle will constitute failure to protect Your Vehicle and will not be covered under this Limited Liability Powertrain Agreement.
2. **Return Your Vehicle to the Selling Dealer:** If Your Vehicle experiences a Breakdown within fifty (50) miles of the Selling Dealer, repairs or replacements under this must be performed by the Selling Dealer or, if approved in advance by the Administrator, by an authorized Dealer or Repair Facility.
3. **Call the Administrator at 1 (877) 793-7123:** If Your Vehicle experiences a Breakdown outside fifty (50) miles of the Selling Dealer, and it is not possible or practical to deliver Your Vehicle to the Selling Dealer, call for instructions BEFORE You deliver Your Vehicle to any Repair Facility other than the Selling Dealer.

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.

EMERGENCY REPAIRS: If an emergency repair is needed for a Covered Failure under this Limited Liability Powertrain Agreement outside the Selling Dealer or Administrator's hours of operation, You should deliver Your Vehicle to a licensed repair facility and authorize the necessary repairs to be performed at a reasonable and customary charge. On the next business day, You must call Us to report the emergency repair. Call Our claims department telephone number listed below for instructions. Emergency repairs are only those repairs which, if not performed, would render Your Vehicle inoperable or unsafe to drive. You are required to retain all replaced parts for Our inspection.

MAINTENANCE RECORDS AND RECEIPTS: You must have Your Vehicle serviced according to the maintenance schedule outlined in the Owner's Manual published by the Vehicle's Manufacturer or other similar manual providing the same servicing information for Your make and model Vehicle. You must keep all receipts from the date of purchase of Your Vehicle. You must furnish Us with verifiable receipts if We request them. Each receipt must clearly identify You, the covered Vehicle with the Vehicle Identification Number, the service date, mileage at time of service, the description of the service provided, the name address and telephone number of the service provider. Failure to provide verifiable receipts of required maintenance may result in the denial of coverage.

AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS
FOR NATIONWIDE CLAIMS CALL: 1-877-793-7123

OUR OBLIGATIONS

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

ARBITRATION

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

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

If this Agreement was purchased in any of the following states, the Agreement is amended as indicated after each state. The Administrator of this Agreement makes diligent effort to include all state notices as they become effective, but in cases where a state's notice is not present on this printing of the Agreement, State Law will take precedence over the terms and conditions of this Agreement.

Alabama: CANCELLATION is amended by addition of the following:

If this Agreement is originally delivered to You at the time of sale, You may cancel this Agreement within sixty (60) days after the Agreement was delivered to You. If this Agreement was delivered to You by mail, You may cancel this Agreement within sixty (60) days after the Agreement was received by You. If You return this Agreement to Us within the first sixty (60) days and no claims have been made under the Agreement, this Agreement shall be void and We will refund to You the full Purchase Price. The right to void this Agreement as described is not transferrable and shall apply only to the original Agreement Holder, and only if no claim has been made prior to the Agreement's return to Us.

If this Agreement is canceled after the first sixty (60) days or a claim has been filed, We will refund You an amount of the Agreement Purchase Price, prorated by the ratio of in-force days remaining as compared to the original Agreement term, and less any claims incurred or paid. All pro rata cancellations are subject to an administrative fee of twenty-five dollars (\$25.00). Any refund due to You may be credited to any outstanding balance of Your account and the excess, if any, shall be refunded to You. A penalty of ten percent (10%) per month shall be added to any refund that is not paid or credited within forty-five (45) days after the Agreement is returned to Us.

Arizona: EXCLUSIONS is amended by addition of the following:

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

CANCELLATION is amended by addition of the following:

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 sixty (60) 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 Limited Liability Powertrain Agreement Provider," the following provisions apply. This Agreement cannot be cancelled or voided by the service company or its representatives for: (a) pre-existing conditions, prior use or unlawful acts relating to the product; (b) misrepresentation by either the service company or its subcontractors; or (c) ineligibility for the program, including gray market, high performance, and GM diesel autos. This Agreement may not be cancelled due to acts or omissions of the service company, assignees, or subcontractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner.

ARBITRATION is amended by addition of the following:

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

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

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

CANCELLATION is amended by addition of the following:

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

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

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

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

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: **You** may cancel this **Agreement** at any time by notifying the **Selling Dealer** or **Administrator** in writing of **Your** intent to cancel. If this **Agreement** is canceled within the first sixty (60) and no claims have been filed, **You** will receive a full refund. If **You** cancel this **Agreement** after the first sixty (60) days, the **Administrator** may retain a cancellation fee of ten (10%) percent of the **Agreement** Purchase Price or twenty-five dollars (\$25), whichever is less. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **Your** refund will be determined by multiplying the amount **You** paid for this **Agreement** by the lesser of the ratio determined by the number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or the miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**. If there is a lienholder, the calculated refund will be paid to the lienholder; otherwise, the calculated refund will be paid to **You**.

OUR OBLIGATIONS is amended by addition of the following:

This is an **Agreement** between **You** and the **Administrator Obligor (California Obligor License Number: 0C88598)**. The **Obligor's** performance to you under this **Agreement** is guaranteed by a California- approved insurance company: **American Commerce Insurance Company**, 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph. 1 (877) 778-3450. **You** may file a claim with this insurance company if any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **your** request. 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 website (www.insurance.ca.gov).

ARBITRATION is amended by addition of the following:

Any controversy or claim arising from or relating to this **Agreement** or the breach thereof shall be settled by arbitration administered by the American Arbitration Association under its applicable local procedures for Consumer Disputes, under the Consumer Arbitration Rules (www.adr.org): The arbitration shall: (1) be a location near the **Agreement Holder's** residence; (2) incorporate the California Consumers Legal Remedies Act as applicable and (3) require the obligor to pay the **Agreement Holder's** portion of the filing fee if the **Agreement Holder** 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: **OUR OBLIGATIONS** is amended by addition of the following:

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

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

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

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

If the term of this **Agreement** is less than one (1) year, the **Agreement** term shall be automatically extended while any repairs covered under the **Agreement** are being done and the **Vehicle** is in the custody of the **Repair Facility**.

CANCELLATION is amended by addition of the following:

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

ARBITRATION is amended by addition of the following:

If there is a dispute regarding the terms of this **Agreement** or the coverage of any claim filed with **Us**, **We** will make a reasonable effort to resolve the dispute with **You**. If **We** are unable to resolve the dispute, **You** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, include the efforts made to resolve the dispute and the results of those efforts, the Purchase Price or Lease Price of **Your** covered **Vehicle**, the cost of any disputed repairs, and a copy of this **Agreement** document. The complaint should be mailed to the **State of Connecticut Insurance Department**, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. **Your** complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, **Your** complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to Arbitration, the decision of the arbitrator will be binding on both parties. A more details description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code.

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

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

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

Item II.D is amended by the addition of, "If any alterations have been made to **Your Vehicle** by **You** or with **Your** knowledge."

INELIGIBLE VEHICLES is amended by the following:

Item B is amended to read, "Vehicles that have been rebuilt or modified by **You** or with **Your** knowledge."

CANCELLATION is amended and replaced with the following:

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

CANCELLATION BY YOU: **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. If you cancel this **Agreement** after the first sixty (60) days, **You** will receive a pro rata refund, less a cancellation fee of ten percent (10%) of the pro rata refund or twenty-five dollars (\$25.00), whichever is less. The pro rata refund will be based on elapsed time and less any claims paid. If **We** do not provide **Your** refund within forty-five (45) days

of the effective date of cancellation, a penalty in the amount of ten percent (10%) of the unearned **Agreement** Purchase Price will be added to **Your** refund for each month the refund remains unpaid. In the event that **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 the **Administrator** with a copy of **Your** pay-off document provided by **Your** lienholder. The cancellation process for **Your** request will not be initiated until **We** receive the pay-off document.

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 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.

ARBITRATION is deleted in its entirety.

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

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

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

CANCELLATION is amended by addition of the following:

If **You** elect to cancel this **Agreement** after the first sixty (60) days, **We** may retain a cancellation fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50.00), whichever is less.

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

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

Your proof of payment to the **Selling Dealer** for this **Agreement** shall be considered proof of payment to the insurance company, which guarantees **Our** obligation to **You**, providing such insurance was in effect at the time **You** purchased this **Agreement**.

OUR OBLIGATIONS is amended by addition of the following:

If a covered claim or refund is not paid within sixty (60) days, or if the **Obligor** otherwise 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, ph. 1-(877) 778-3450.

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

If **You** have any questions regarding this **Agreement**, **You** may contact the **Administrator** by mail or by phone. **You** may also contact the **Iowa Insurance Division** at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315, ph. 1 (515) 654-6600 if **You** have problems or questions about this **Agreement**.

CANCELLATION is amended by addition of the following:

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

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

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

This **Agreement** is not regulated by the **Department of Insurance**. Any concerns or complaints regarding this **Agreement** may be directed to the Attorney General.

CANCELLATION 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: **You** may cancel this **Agreement** at any time by notifying the **Administrator** in writing of **Your** intent to cancel. **You** must identify the **Agreement** on this notice and include a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** at the date of the request. If this **Agreement** is cancelled within sixty (60) days of the Sale Date, **We** will refund the full amount of the **Agreement** Purchase Price. If this **Agreement** is cancelled after the first sixty (60) days, **We** will refund an amount of the **Agreement** Purchase Price to be prorated by the lesser ratio of either the in-force days remaining as compared to the original **Agreement** term. An administrative fee of fifty dollars (\$50) will be deducted from the pro rata refund. If this **Agreement** is cancelled during the first sixty (60) days and **We** fail to pay the full refund within forty-five (45) days of the **Agreement's** return, a penalty of ten percent (10%) of the unearned **Agreement** Purchase Price shall be added per month that the refund remains unpaid.

OUR OBLIGATIONS is amended by addition of the following:

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

Maine: **CANCELLATION** 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 sixty (60) days and if no claims have been paid, the **Agreement** shall be void and **We** shall refund the full amount of the **Agreement** Purchase Price and any sales tax refund required, pursuant to state law. If **You** cancel this **Agreement** after the first sixty (60) days or after a claim has been made, **We** shall deduct any claims paid from **Your** pro rata refund, in addition to an administrative fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. If forty-five (45) day period for refund payment is not met, a penalty of ten percent (10%) of the unearned provider fee will be added to the refund for each month the refund remains unpaid.

CANCELLATION BY THE ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Limited Liability Powertrain Provider**," 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.

OUR OBLIGATIONS is amended by addition of the following:

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.

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.

DEFINITIONS, "Mechanical Breakdown or Mechanical Failure" is deleted and replaced by the following:

MECHANICAL BREAKDOWN or MECHANICAL FAILURE means the inability of any **Covered Component(s)**, which have received the manufacturer's recommended services, to perform the function or functions for which it was designed due to a defect in materials or workmanship, or due to normal wear and tear.

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

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

CANCELLATION is amended by addition of the following:

If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within sixty (60) 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.

OUR OBLIGATIONS is amended by addition of the following:

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**.

ARBITRATION is amended by addition of the following:

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

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

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

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If **You**, the **Agreement Holder**, cancel the **Agreement** within the first sixty (60) days and no claim has been made, and the **Provider** fails to pay the full refund within forty-five (45) days of the **Agreement's** return, a penalty of ten percent (10%) of the full purchase price of the **Agreement** must be added per month that the refund remains unpaid.

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

ARBITRATION is amended by addition of the following:

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

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

CANCELLATION BY YOU: If this **Agreement** is originally delivered to **You** at the time of sale or by mail, **You** may cancel this **Agreement** within sixty (60) days after the **Agreement** was delivered or mailed to **You**. If **You** return this **Agreement** to **Us** within the first sixty (60) days and no claims have been made under the **Agreement**, the **Agreement** shall be voided and **We** will refund to **You** the full Purchase Price. A penalty of ten percent (10%) of the **Agreement** Purchase Price per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**. The right to void this **Agreement** as described previously is not transferable, applies only to **You**, and is allowed only when no claim has been made under the **Agreement** prior to its return to **Us**. If **You** cancel this **Agreement** after the first sixty (60) days, or if a claim was made under **Your** **Agreement** during that time period, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid and less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less.

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

ARBITRATION is deleted in its entirety.

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

CANCELLATION BY YOU: **You** have a "free look period" of sixty (60) 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 sixty (60) 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 sixty (60) 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. If **You**, the **Agreement Holder**, cancel the **Agreement** within the first sixty (60) days and no claim has been made, and the **Provider** fails to pay the full refund within forty-five (45) days of the **Agreement's** return, a penalty of ten percent (10%) of the full purchase price of the **Agreement** must be added per month that the refund remains unpaid.

If **You** cancel this **Agreement** after the sixty (60) 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** is amended by addition of the following:

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

OUR OBLIGATIONS is amended by addition of the following:

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

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

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

This **Agreement** is non-renewable.

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

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

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

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

CANCELLATION BY YOU: **You** may request to cancel this **Agreement** at any time. If **You** return this **Agreement** within sixty (60) 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 sixty (60) days or a claim has been filed, the **Provider** will refund the unearned **Agreement** Purchase Price, calculated on a pro rata basis and based on the remaining number of in-force days as compared to the **Agreement's** original term, less a twenty-five dollar (\$25) cancellation fee. In the event of cancellation, any portion of the refund that is still owed to the lienholder shall be returned to the lienholder. If there is no lienholder or if the lienholder has been made whole, any remaining refund amount shall be returned to **You**. The **Provider** shall refund the Purchase Price of the **Agreement** to **You** within forty-five (45) days after the Effective Date of cancellation.

If the **Provider** does not issue **Your** refund within forty-five (45) days of the Effective Date of cancellation, a penalty of ten percent (10%) of the **Agreement** Purchase Price per thirty (30) days will be added to **Your** refund.

CANCELLATION BY THE PROVIDER: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Limited Liability Powertrain Agreement Provider**," the following provisions apply. The **Provider** may cancel this **Agreement** for any reason within the first sixty (60) 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 sixty (60) days, the **Provider** may only cancel this **Agreement** for the following reasons: (1) failure by **You** to pay the Purchase Price; (2) **Your** conviction of a crime which results in an increase in the service required under the **Agreement**; (3) fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim; (4) an act of omission by **You** or **Your** violation of any condition of the **Agreement** which occurred after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**; or (5) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Agreement** was sold. If the **Provider** cancels this **Agreement**, a written notice of cancellation will be mailed to **You** at least fifteen (15) days prior to the Effective Date of cancellation. No cancellation fee will be charged, but the **Provider** may deduct from **Your** refund any outstanding balance on **Your** account from the amount of the Purchase Price that is unearned by the **Provider**.

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

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

1. A twenty-five dollar (\$25) transfer fee

ARBITRATION is deleted in its entirety.

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

If **You** have any questions regarding this **Agreement**, **You** may contact the **Administrator** by mail or by phone. Please refer to the application for the **Administrator's** address and toll-free number.

In the event that **You** do not receive satisfaction under this **Agreement**, **You** may contact the **New Hampshire Insurance Department** at 21 South Fruit St., Suite 14, Concord, NH 03301, ph. 1 (603) 271-2261.

CANCELLATION is amended by addition of the following:

Any cancellation fee charged shall be the lesser of fifty dollars (\$50) or ten percent (10%) of the **Agreement** Purchase Price.

ARBITRATION is amended by addition of the following:

All arbitration shall be subject to and compliant with N.H. Rev. Stat. Ann. § 542.

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

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If **You** request to cancel this **Agreement** within the first sixty (60) days after the **Agreement** is delivered to you, either at the time of sale or by mail, and if no claim has been made under the **Agreement**, the full Purchase Price shall be refunded to **You** or credited to **Your** account. If **Your** refund or credit is not completed within forty-five (45) days of the **Agreement's** cancellation, a penalty of ten percent (10%) of the **Agreement** Purchase Price, to be paid by the **Provider**, shall be added to **Your** refund or credit for each additional month the refund or credit remains unpaid.

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

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

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If **You** request to cancel this **Agreement** after the first sixty (60) days from the Sale Date, **We** shall deduct from **Your** refund a cancellation fee of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. If a sixty (60) day period for refund payment is not met, a penalty of ten (10%) percent of the unearned provider fee will be added to the refund for each thirty (30) day period, or portion thereof, the refund remains unpaid.

CANCELLATION BY THE ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Limited Liability Powertrain Agreement Provider**," 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**.

OUR OBLIGATIONS is amended by addition of the following:

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.

New York: **CANCELLATION** is amended by the following:

CANCELLATION BY YOU: If this **Agreement** was originally delivered to you by mail, **You** may cancel this **Agreement** within sixty (60) 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 sixty (60) days and no claim has been made, and **Your** refund is not made within thirty (30) days of **Your** request to cancel, a penalty of ten percent (10%) shall be added to **Your** refund for each additional month the refund remains unpaid.

CANCELLATION BY ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Limited Liability Powertrain Agreement Provider**," 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.

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

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

CANCELLATION BY YOU: To initiate cancellation, **You** may submit written notice to the **Selling Dealer** or **Administrator** with the following information: 1) the **Agreement** number; 2) the covered **Vehicle's** vehicle identification number (VIN); and 3) a signed, notarized statement that certifies the current **Vehicle** odometer rating. If **You** have not filed a claim under the **Agreement** and submit written notice of cancellation to the **Selling Dealer** or **Us** within the first sixty (60) days after the **Agreement** Purchase Date, **You** shall be entitled to a full refund of the **Agreement** Purchase Price. If **You** have filed a claim under the **Agreement** or if **You** submit written notice of cancellation to the **Selling Dealer** or **Us** more than sixty (60) days after the **Agreement** Purchase Date, **You** shall be entitled to a pro rata refund of the **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total term specified in the **Agreement**, less any claims paid and less a cancellation fee equal to the lesser of fifty dollars (\$50) or ten percent (10%) of the prorated refund.

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

This **Agreement** is not insurance and is not subject to insurance laws of this state.

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

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

The **Obligor** of this **Agreement** is **Century Automotive Service Corporation**, P.O. Box 3809, Albuquerque, NM 87190-3809. Century Automotive Service Corporation's Oklahoma Service Warrantor Association license number is **44199013**.

This **Agreement** is not insurance, and coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association.

This **Agreement** is not issued by the manufacturer or wholesale company marketing this product, nor will this **Agreement** be honored by such manufacturer or wholesale company.

CANCELLATION is amended by addition of the following:

In the event of cancellation, the lienholder, if any, shall be named on the refund check, and, in the event of cancellation upon repossession, the sole payee.

CANCELLATION BY YOU: If **You** cancel this **Agreement** within sixty (60) days of the Sale Date, **We** shall refund the full **Agreement** Purchase Price. If **You** cancel this **Agreement** after the first sixty (60) days, **Your** refund shall be based upon one hundred percent (100%) of the unearned pro rata Purchase Price, less any claims paid and less a service charge of ten percent (10%) of the Purchase Price or fifty dollars (\$50), whichever is less.

ARBITRATION is deleted in its entirety.

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

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. **You** must report the emergency repairs to the **Administrator** on the next business day that **Administrator** is open. To report an emergency repair and obtain a reimbursement, please call 1 (877) 778-3437 for instructions. Emergency repairs are only those repairs, which, if not performed, would render **Your Vehicle** inoperable or unsafe to drive and impair its future operation.

CANCELLATION is amended by addition of the following:

Authorized claims shall not be deducted from a refund.

ARBITRATION is amended by addition of the following:

Oregon prohibits final and binding arbitration unless mutually agreed upon by both parties. If arbitration occurs, it is not required to be through a specific entity or by the specific entity's rules. Arbitration shall occur in Oregon unless another location is mutually agreed upon by both parties. Any proceedings and decisions shall comply with the Oregon Arbitration Act.

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

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

CANCELLATION is amended by addition of the following:

If **You**, the **Agreement Holder**, cancel the **Agreement** within the first sixty (60) days and no claim has been made, and the **Provider** fails to pay the full refund within forty-five (45) days of the **Agreement's** return, a penalty of ten percent (10%) of the full purchase price of the **Agreement** must be added per month that 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 sixty (60) days after the **Agreement** was mailed to **You** or delivered to you at the time of purchase and receive a full refund of the **Agreement** Purchase Price, provided no claim has been made under the **Agreement**.

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

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

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: **You** may cancel this **Agreement** at any time. If **You** cancel this **Agreement** before the sixty-first (61st) day after the **Agreement** Purchase Date, the **Provider** shall refund to **You** or credit to **Your** account the full Purchase Price of the **Agreement**, less the amount of any claims paid under the **Agreement**. If **You** cancel this **Agreement** on or after the sixty-first (61st) day after the **Agreement** Purchase Date, the **Provider** shall refund to **You** or credit to **Your** account the prorated Purchase Price of the **Agreement** reflecting the remaining term of the **Agreement**, based on time of the remaining term, less the amount of any claims paid and less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less. If the **Provider** does not pay the refund or credit **Your** account before the forty-sixth (46th) day after the date the **Provider** receives the notice of cancellation, a penalty of ten percent (10%) of the prorated refund amount shall be added to **Your** refund for each month an amount remains outstanding. The penalty is in addition to the full or prorated **Agreement** Purchase Price that is owed to **You** under this section or the terms of the **Agreement**.

CANCELLATION BY ADMINISTRATOR OBLIGOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the Limited Liability Powertrain **Agreement Provider**," the following provisions apply: The **Provider** may cancel this **Agreement** by mailing a written notice of cancellation to **You** at your last known address. The **Provider** must mail the notice before the fifth day preceding the effective date of the cancellation. The **Provider** is not required to provide prior notice of cancellation if the **Agreement** is canceled because of: (1) nonpayment of the consideration of the **Agreement**; (2) fraud or a material misrepresentation by the **You** to the **Provider**; or (3) a substantial breach of a duty by **You** relating to the covered product or its use. If the **Provider** cancels this **Agreement**, **You** will receive a prorated refund of the **Agreement** Purchase Price reflecting the remaining term of the **Agreement**, as prorated by time or mileage and less the amount of any claims paid under the **Agreement**. No cancellation fee shall be charged if the **Provider** cancels this **Agreement**.

OUR OBLIGATIONS is amended by addition of the following:

Obligations of the **Provider** are insured under a reimbursement insurance policy. **You** may apply for reimbursement directly with the insurer if a covered service is not provided to **You** before the sixty-first (61st) day after the date of proof of loss, or a refund or credit is not paid before the forty-sixth (46th) day after the date on which the **Agreement** is cancelled by **You**.

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

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

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

CANCELLATION is amended by addition of the following:

CANCELLATION BY THE ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the Limited Liability Powertrain **Agreement Provider**," the following provisions apply. **We** may cancel this **Agreement** for the following reasons: (a) nonpayment of the **Agreement** Purchase Price; (b) material misrepresentation related to the **Vehicle**; (c) substantial change in the risk assumed, unless **We** could reasonably foresee the change or contemplated the risk when entering into this **Agreement**; or (d) substantial breaches of contractual duties, conditions, or warranties by **You** relating to the **Vehicle**. If **We** cancel this **Agreement** for a reason other than nonpayment, **We** shall send written notice to **You** at your last known address with at least thirty (30) days' notice of such cancellation. If **We** cancel this **Agreement** for nonpayment, a ten (10) day notice of cancellation shall be mailed to **You** at **Your** last known address.

FILING A CLAIM is amended as follows:

The definition of "**Emergency Repair**" is deleted and replaced with the following: **Emergency Repair** means any breakdown that occurs outside of normal business hours.

Failure to give any notice or file any proof of loss required by the **Agreement** within the time specified in the **Agreement** does not invalidate a claim made by **You** if **You** show that it was not reasonably possible to give the notice or file proof of loss within the prescribed time.

OUR OBLIGATIONS is amended by addition of 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 3590 Twin Creeks Dr, Columbus, OH 43218-2579, ph. 1 (877) 778-3450.

ARBITRATION is deleted in its entirety and replaced by the following:

Arbitration in Utah is binding and shall be in compliance with the Utah Arbitration Act. ANY MATTER IN DISPUTE BETWEEN **YOU** AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY

DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

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

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

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: If no claim has been made under this **Agreement** and **You** are the original **Agreement Holder**, **You** may return this **Agreement** to **Us** within sixty (60) days after **You** receive the **Agreement** and **We** shall refund to **You** the full **Agreement** Purchase Price.

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

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

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

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

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: All pro rata cancellations are subject to a cancellation fee of either twenty-five dollars (\$25) 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 will be added to **Your** refund per month the refund remains unpaid.

CANCELLATION BY ADMINISTRATOR: Unless this **Agreement** states that, "This **Agreement** is non-cancelable by the **Limited Liability Powertrain Agreement Provider**," 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.

OUR OBLIGATIONS is amended by addition of the following:

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

ARBITRATION is amended by addition of the following:

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

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

- (a) **Schedule of Coverage**
- (b) **Additional Benefits**
- (c) **Exclusions**
- (d) **Ineligible Vehicles**
- (e) **General Provisions**, including "Agreement Period" and "Limit of Liability"
- (f) **Cancellation**
- (g) **Transferring Coverage**
- (h) **Arbitration**
- (i) **Filing a Claim**, including "Emergency Repairs" and "Maintenance Records and Receipts"
- (j) **Washington state-specific disclosure**, under **Special State Requirements and Disclosures**

Customer Initials

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

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

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

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

CANCELLATION 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 sixty (60) days after **You** received the **Agreement** at the time of sale or the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** Purchase Price, provided no claim has been made under the **Agreement**. If **You** cancel this **Agreement** after the first sixty (60) days, or after a claim has been made in the first sixty (60) days, **Your** refund shall be one hundred percent (100%) of the unearned **Agreement** Purchase Price, pro rated by the number of days remaining in the **Agreement** term and less any claims paid. Refunds for cancellations initiated after the first sixty (60) days, or after a claim has been made within the first sixty (60) days, are subject to 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 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 **Limited Liability Powertrain Agreement Provider**," the following provisions apply. **We** may only cancel this **Agreement** for nonpayment of the Purchase Price, material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Agreement**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least five (5) days prior to cancellation of the **Agreement**. This written notice shall contain the reason for cancellation and the effective date of cancellation. If **We** cancel this **Agreement** for a reason other than nonpayment of the Purchase Price, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata Purchase Price, less any claims paid.

ARBITRATION is deleted in its entirety.

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

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

CANCELLATION is amended by addition of the following:

CANCELLATION BY YOU: **You** may cancel this **Agreement** within sixty (60) 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. If **You**, the **Agreement Holder**, cancel the **Agreement** within the first sixty (60) days and no claim has been made, and the **Provider** fails to pay the full refund within forty-five (45) days of the **Agreement's** return, a penalty of ten percent (10%) of the full purchase price of the **Agreement** must be added per month that the refund remains unpaid. The sixty (60) day "free look period" is not transferable and shall apply only to the original **Agreement Holder**.

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

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