CENTURY WARRANTY SERVICES

MECHANICAL FAILURE SERVICE CONTRACT

FOR HIGH MILEAGE VEHICLES

1 VEHICLE

CONTRACT # [redacted] FORM CHM11118 T/C CSHN1118 VIN # [redacted]

YEAR [redacted] MAKE [redacted] MODEL [redacted] CURRENT ODOMETER READING [redacted]

2 OFFEROR

NAME [redacted] PHONE # [redacted] CWS DEALER # [redacted]

ADDRESS [redacted] CITY [redacted] STATE [redacted] ZIP [redacted]

3 LIENHOLDER/PAYMENT PROVIDER

NAME [redacted]

ADDRESS [redacted] CITY [redacted] STATE [redacted] ZIP [redacted]

4 SERVICE CONTRACT HOLDER

FIRST NAME [redacted] LAST NAME [redacted] CO-BUYER NAME

ADDRESS [redacted] CITY [redacted] STATE [redacted] ZIP [redacted]

(AREA CODE) TELEPHONE # [redacted] EMAIL ADDRESS [redacted]

5 SERVICE CONTRACT INFORMATION

TERM [redacted] **YEARS** MILEAGE [redacted] COVERAGE PLAN SELECTED: **PROTEC CHOICE (CW5)** ____ **PROTEC CHOICE ADVANTAGE (CW6)** ____

SEE "SERVICE CONTRACT PERIOD" TO DETERMINE EXPIRATION DATE AND MILES

PAID IN FULL BY CONSUMER ____

PAID IN FULL BY LIENHOLDER ____

DEDUCTIBLE AMOUNT **$100 (Z1H)** X **$250 (ZTF)** ____ **$500 (Z5H)** ____

SERVICE CONTRACT PURCHASE DATE [redacted] SERVICE CONTRACT PURCHASE PRICE [redacted]

I UNDERSTAND THAT THE PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE THIS VEHICLE, HAS A STANDARD $100 DEDUCTIBLE UNLESS OTHERWISE SPECIFIED AND MAY PROVIDE CERTAIN COVERAGES WHICH ALREADY MAY BE INCLUDED IN ANY APPLICABLE MANUFACTURER'S WARRANTY.

*NOTICE TO SERVICE CONTRACT HOLDER: **YOU** are required to obtain authorization prior to beginning any repairs covered by this Service Contract except as noted in #2 of **HOW TO MAKE A CLAIM**. This Service Contract is subject to the **ARBITRATION** section contained herein. Please see **STATE AMENDMENTS** section for additional state provisions.*

☐ Washington Residents Only: By initialing this box, **YOU** acknowledge **YOU** have reviewed with **OFFEROR** the sections of this Service Contract titled: **SERVICE CONTRACT PERIOD, SERVICE CONTRACT COVERAGE, MECHANICAL BREAKDOWN, VEHICLE COVERED PARTS, DEDUCTIBLE AND UNCOVERED COSTS, CANCELLATION, EXCLUSIONS FROM COVERAGE, YOUR RESPONSIBILITIES, HOW TO MAKE A CLAIM,** and **IMPLIED WARRANTY**. CONTRACTUAL LIABILITY POLICY # 02-09-0001.

6 SERVICE CONTRACT HOLDER NOTICE

BY MY AGREEMENT TO PURCHASE THIS SERVICE CONTRACT, I ATTEST THAT, TO THE BEST OF MY KNOWLEDGE, ALL COMPONENTS OF THE VEHICLE FOR WHICH I HAVE ELECTED COVERAGE UNDER THIS SERVICE CONTRACT ARE FULLY OPERABLE WITH NO KNOWN DEFECTS. I FURTHER ATTEST THAT I KNOW OF NO OPERATIONAL CONDITIONS WITH THIS VEHICLE WHICH MAY LEAD TO MECHANICAL FAILURE, NOR HAVE THERE BEEN ANY MODIFICATIONS OR ADDITIONS TO THE VEHICLE WHICH WOULD VIOLATE ANY APPLICABLE MANUFACTURER'S WARRANTY.

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BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS SERVICE CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRTIETH (30TH) DAY AFTER THE PURCHASE DATE OF THIS SERVICE CONTRACT FOR A ONE HUNDRED PERCENT (100%) REFUND OF THE SERVICE CONTRACT PURCHASE PRICE. IF YOU CANCEL AFTER THIRTY (30) DAYS BUT WITHIN SIXTY (60) DAYS, A ONE HUNDRED PERCENT (100%) REFUND OF THE SERVICE CONTRACT PURCHASE PRICE WILL BE MADE, LESS AN ADMINISTRATION FEE. THEREAFTER, A PRO-RATA REFUND MAY BE AVAILABLE, LESS AN ADMINISTRATION FEE. PLEASE REFER TO THE CANCELLATION SECTION OF THIS SERVICE CONTRACT AND, WHERE APPLICABLE, THE STATE AMENDMENTS AND/OR THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

BY MY SIGNATURE BELOW, I CERTIFY THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO BE BOUND BY THIS CONTRACT, AVAILABLE ELECTRONICALLY AT http://jmtc.info/S2857 OR IN PAPER COPY ON REQUEST FROM OFFEROR. I UNDERSTAND THAT THESE TERMS INCLUDE PROVISIONS DETAILING HOW TO MAKE A CLAIM (INCLUDING OBTAINING PRIOR AUTHORIZATION), YOUR RESPONSIBILITIES, ARBITRATION, COVERAGE, EXCLUSIONS FROM COVERAGE, CANCELLATION, AND STATE AMENDMENTS.

I FURTHER AGREE TO ACCEPT ELECTRONIC DELIVERY OF THIS CONTRACT AT THE WEBSITE IN THE PARAGRAPH ABOVE. I ALSO UNDERSTAND THAT I MAY REQUEST A PAPER COPY AT ANY TIME BY CONTACTING OFFEROR AND/OR CENTURY WARRANTY SERVICES, INC. AT THE ADDRESS OR TELEPHONE NUMBER BELOW.

[redacted] [redacted] [redacted]

CONTRACT HOLDER SIGNATURE SIGNATURE DATE

CO-BUYER SIGNATURE [redacted] SIGNATURE DATE

APC-Sonic-S

SERVICE COMPANY AND ADMINISTRATOR:

CENTURY WARRANTY SERVICES, INC.

P. O. BOX 3195 ▼ JACKSONVILLE, FLORIDA 32206 ▼ 1-866-732-8503 ▼ Florida License No. 60114

Agent's Telemarketing License Number ____

Telephone Number ____

Seller's Telemarketing Registration Number ____

Telephone Number ____

COPY 1 - CWS ▼ COPY 2 - OFFEROR ▼ COPY 3 - SERVICE CONTRACT HOLDER

F-CSHM (11/18) ▼ F-CSBH (11/18) ▼ CHM1 (11/18) ▼ CSHN (11/18)

C/S# 1216

SAMPLE

CENTURY WARRANTY SERVICES

MECHANICAL FAILURE SERVICE CONTRACT

FOR HIGH MILEAGE VEHICLES

1 VEHICLE

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YEAR [redacted] MAKE [redacted] MODEL [redacted] CURRENT ODOMETER READING [redacted]

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NAME [redacted] PHONE # [redacted] CWS DEALER # [redacted]

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NAME [redacted]

ADDRESS [redacted] CITY [redacted] STATE [redacted] ZIP [redacted]

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DEDUCTIBLE AMOUNT **$100 (Z1H)** X **$250 (ZTF)** _____ **$500 (Z5H)** _____

PAID IN FULL BY CONSUMER _____

PAID IN FULL BY LIENHOLDER _____

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F-CSHM (11/18) ▼ F-CSBH (11/18) ▼ CHM1 (11/18) ▼ CSHN (11/18)

C/S# 1216

SAMPLE

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SAMPLE

THE FOLLOWING INFORMATION CONTAINS A FULL EXPLANATION OF YOUR CONTRACT TERMS FOR T/C CSHN1118 INCLUDING PROVISIONS DETAILING HOW TO MAKE A CLAIM (INCLUDING OBTAINING PRIOR AUTHORIZATION), YOUR RESPONSIBILITIES, ARBITRATION, COVERAGE, EXCLUSIONS FROM COVERAGE, CANCELLATION, AND STATE AMENDMENTS. YOU MAY CALL CUSTOMER SERVICE AT 1-866-732-8503 TO PRESENT INQUIRIES, OBTAIN COVERAGE INFORMATION OR TO PROVIDE FEEDBACK.

PARTIES TO THIS SERVICE CONTRACT: The following **BOLD** print appearing throughout this Service Contract has the following meanings: **"YOU"**, **"YOUR", "MY"** and **"I"** mean the customer named as Service Contract Holder on this Service Contract. **"WE"**, **"US"** and **"OUR"** refer to Century Warranty Services, Inc. ("CWS").

SERVICE CONTRACT PERIOD: Coverage under this Service Contract begins on the SERVICE CONTRACT PURCHASE DATE and the CURRENT ODOMETER READING shown on this Service Contract. Coverage under this Service Contract expires: (1) based on **TERM** or **MILEAGE** (as shown on this Service Contract), whichever comes first; or (2) if/when the aggregate total of benefits paid/payable under the Service Contract exceeds the limits as set forth in the **LIMITS OF LIABILITY** section.

SERVICE CONTRACT COVERAGE: In the event of a **MECHANICAL BREAKDOWN**, **WE** agree to make repairs or reimburse **YOU** for the approved cost of parts and labor to repair or replace a Covered Part, less applicable deductible, subject to the terms, conditions, and limitations herein. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction, or failure of any non-covered parts. **IF THE MECHANICAL BREAKDOWN IS COVERED UNDER ANY WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), UPON REPAIR, WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS SERVICE CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE, LESS APPLICABLE DEDUCTIBLE.** This Service Contract is not an insurance policy, a warranty, or a guarantee.

MECHANICAL BREAKDOWN: The failure of a Covered Part (as defined in **VEHICLE COVERED PARTS**) due to (1) faulty workmanship or materials supplied by the original vehicle manufacturer or distributor; (2) a gradual reduction in operating performance as a result of normal wear and tear.

PLAN COVERAGE: The coverage plans described on this Service Contract are as follows: **PROTEC CHOICE** and **PROTEC CHOICE ADVANTAGE**. The coverage plan that applies to **YOUR** vehicle is determined by which box has been selected on this Service Contract.

SAMPLE

VEHICLE COVERED PARTS
PROTEC CHOICE COVERAGE PLAN

ENGINE: All internally lubricated parts contained within the engine, plus the following: intake manifold; exhaust manifolds; balance shaft; water pump; fuel pump; diesel injection pump, diesel oil controlled fuel injectors; thermostat; oil pump, cover, gears, pressure relief valve and screen; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve, boost pressure control, wastegate, recirculation and blow off valve; seals and gaskets; oil pan; valve, timing and side covers; thermostat housing; water pump pulley; engine mounts; harmonic balancer; flex plate/flywheel and ring gear.

TRANSMISSION/TRANSAXLE/TRANSFER CASE: All internally lubricated parts contained within the transmission, transaxle and transfer case, plus the following: all internal fasteners, nuts and bolts; shift cover and forks; separate bell housing; seals and gaskets; oil pan, detent cable; kickdown link; throttle cable; vacuum modulator; transmission mounts

DRIVE AXLE: All internally lubricated parts contained within the differential/axle housing(s), plus the following: cover; 4x4 locking hubs and electric or vacuum actuator; seals and gaskets; constant velocity joints and boots; slip joint; front wheel drive axles/half-shafts and wheel bearings; u-joint; couplings; flex disc; prop shafts; center support bearings.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC: Electric motor/generator(s) all internal components; inverter/converter/transformer units including all internal components and cover; continuously variable transmission and all internal components; power split device and all internal components; reduction/reducer box and all internal components; seals and gaskets.

PROTEC CHOICE ADVANTAGE COVERAGE PLAN
(Includes PROTEC CHOICE Coverage Plan plus the following additional parts)

STEERING: Steering gear housing and internal parts; rack and pinion housing and internal parts; power steering pump and internal parts including reservoir, electric steering motor; power steering pump or electric steering motor mounting brackets; seals and gaskets; tie rods, idler and pitman arms, center/drag link, coupling and shafts; cooler lines.

BRAKES: Compensator/proportioning valve; metering valve; calipers; wheel cylinders; backing plate; brake adjusters and brake hardware; brake pedal, pedal lever and pedal pivot; parking brake linkage/ratchet assembly and cable; anti-lock braking system component parts including control processor/module, pump, dump valve, wheel speed sensors, solenoids, accumulator, yaw rate sensor, and pressure differential switch; master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines, hoses and fittings; brake pedal apply pin; seals and gaskets.

AIR CONDITIONING: Accumulator; receiver drier; automatic temperature control programmer; clutch assembly including coil, disc and pulley; control cables; cutoff switch; serpentine belt tensioner, bearing and pulley; condenser; compressor; evaporator; orifice/expansion; seals and gaskets.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC: Motor/generator belt tensioner; drive motor dampener; voltage inverter reservoir; three-phase high voltage cables; hydraulic or electric regenerative braking system; onboard battery charging system including charge controller, plug in outlets, plug in cable, and trickle charger cable; electric AC compressor and motor; electric steering rack, gear, and motor; electro/hydraulic power steering pump and reservoir; seals and gaskets.

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ELECTRONIC CONTROL MODULE REPROGRAMMING: Includes reprogramming of Electronic Control Modules in conjunction with a covered repair and in standalone cases where reprogramming repairs a **MECHANICAL BREAKDOWN.**

ALTERNATE TRANSPORTATION: In the event **YOUR** covered vehicle cannot be repaired within the same day, **WE** will reimburse **YOU** up to a maximum of $40 per day for ten (10) days for the cost of alternate transportation incurred if required for a covered repair. **ALTERNATE TRANSPORTATION** coverage includes reimbursement for public transportation, rental car services or ridesharing services using a legal business entity. **YOU** are responsible for obtaining a rental car or ridesharing service from a licensed rental car agency, authorized dealer or an authorized ridesharing service provider. **ALTERNATE TRANSPORTATION** COVERAGE IS NOT PROVIDED FOR PARTS DELAY, SHOP SCHEDULING OR FOR WORK NOT COVERED BY THIS SERVICE CONTRACT. **YOU** MUST RECEIVE PRIOR AUTHORIZATION FOR ALTERNATE TRANSPORTATION. REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION OR AFTER TEN DAYS, WHICHEVER OCCURS FIRST.

TOWING COVERAGE: YOU will be reimbursed up to $100 per **MECHANICAL BREAKDOWN** for towing expenses incurred from a towing company, if required due to a **MECHANICAL BREAKDOWN.**

TRAVEL BREAKDOWN: In the event of a **MECHANICAL BREAKDOWN**, **WE** will reimburse **YOU** for motel/hotel lodging and restaurant expenses incurred, commencing the day after the claim is reported to **US**, provided the **MECHANICAL BREAKDOWN** occurred in excess of 100 miles from home. Such reimbursement shall be limited to $100 per calendar day, up to $500 per occurrence. Reimbursement is limited to downtime repairs and ends at the date of repair completion.

DIAGNOSTICS COVERAGE: WE will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered **MECHANICAL BREAKDOWN**, not to ex ceed 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. DIAGNOSTIC COVERAGE DOES NOT INCLUDE COST INCURRED IN CONNECTION WITH TEARDOWN.**

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

FLUID COVERAGE: WE will pay for replacement of necessary fluids, oils, greases, lubricants and approved A/C gases that must be replaced in conjunction with a **MECHANICAL BREAKDOWN**. **THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.**

TRANSFER: YOU may transfer this Service Contract to another owner, but not to another vehicle. To transfer this Service Contract, YOU must mail the following three (3) items to CWS within thirty (30) days of transfer of vehicle ownership: (1) a completed Transfer Form (or a letter containing the name and address of the new owner and YOUR authorization to transfer); (2) a legible copy of the front page of this Service Contract; and (3) a check for $40 payable to CWS, for the transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

DEDUCTIBLE AND UNCOVERED COSTS: For each repair visit, **YOU** will be responsible for the deductible amount selected by **YOU**, as shown on this Service Contract, and for any other costs not covered by this Service Contract. If no box is checked, the deductible will be $100. When a **MECHANICAL BREAKDOWN** occurs that is covered by a manufacturer's warranty, upon repair, **WE** will reimburse **YOU** for the difference between **OUR** deductible and the manufacturer's deductible. **If the same Covered Part previously repaired under this Service Contract fails again, the deductible will be waived.**

CANCELLATION: This Service Contract may be cancelled by **YOU** at any time during the **SERVICE CONTRACT PERIOD**. To cancel this Service Contract, contact **OFFEROR** or CWS in writing for instructions. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee of $50 that CWS will charge and retain. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee of $50 that CWS will charge and retain. In the event of cancellation, **YOU** authorize the Lienholder/Payment Provider to receive any refund amounts. Upon **OUR** receipt of notification of a total loss, repossession or failure to pay the Lienholder/Payment Provider, **YOU** no longer have rights under this Service Contract. All rights and interests to cancel and obtain a refund under the Service Contract will immediately transfer to the Lienholder/Payment Provider and the Lienholder/Payment Provider will be named sole payee for any refund amounts. The Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the SERVICE CONTRACT PURCHASE PRICE.

EXCLUSIONS FROM COVERAGE: THIS SERVICE CONTRACT WILL NOT PAY OR REIMBURSE YOU FOR:

1. **ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE COVERED PART, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER OR BY A MANUFACTURER-APPROVED INSTALLER THAT CAUSES THE MANUFACTURER TO DENY A FACTORY WARRANTY CLAIM, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, ACCIDENTAL LOSS, FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS);**
2. **ANY MECHANICAL BREAKDOWN CAUSED BY AN ACCIDENT, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, OR WARS;**
3. **THE REPAIR OR REPLACEMENT OF A COVERED PART IF THE PART IS COVERED, EITHER IN FULL OR AT REDUCED COST, UNDER ANY WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR OTHER REPAIR ADJUSTMENT BY THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR OTHER REPAIRER OF THE VEHICLE. SOLE COVERAGE FOR SUCH PARTS AND REPAIRS SHALL REST SOLELY WITH THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR OTHER REPAIRER OF THE VEHICLE,**

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REGARDLESS OF WHETHER THE CLAIM IS HONORED OR REPAIR IS COMPLETED. IF THE REPAIR IS COMPLETED, REIMBURSEMENT FOR ANY CO-PAY OR DEDUCTIBLE DUE UNDER THE WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR OTHER REPAIR ADJUSTMENT IS AVAILABLE, LESS APPLICABLE DEDUCTIBLE, UPON REPAIR AND SUBMISSION OF ALL REQUIRED DOCUMENTS;

4. **ANY INVOICE PRESENTED TO CWS FOR PAYMENT OF SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;**
5. **ANY CLAIM IF YOUR VEHICLE'S ODOMETER, SINCE THE SERVICE CONTRACT PURCHASE DATE, HAS BEEN ALTERED, DISCONNECTED, IS INOPERABLE, OR ACTUAL MILEAGE CANNOT BE DOCUMENTED, OR REASONABLY BE ESTIMATED;**
6. **ANY CLAIM IF YOUR VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, SNOW REMOVAL, CARRIAGE OF PASSENGERS FOR HIRE, RENTAL PURPOSES, TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;**
7. **ANY MECHANICAL BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF ANY REPAIR FACILITY), IMPROPER TOWING, OR LACK OF MAINTENANCE OF THE FAILED COVERED PART;**
8. **ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, DAMAGE AS THE RESULT OF CONTINUED OPERATION WITH AN OVERHEAT CONDITION, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, OR CHEMICALS;**
9. **THE NEED TO REPAIR OR REPLACE A COVERED PART ARISING OR RESULTING FROM THE USE OF YOUR VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS OR CANADA;**
10. **HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/ WATER LEAKS;**
11. **ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR OTHER COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART;**
12. **LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO THE COVERED PARTS;**
13. **ANY CLAIM IF YOUR VEHICLE IS USED FOR COMMERCIAL DELIVERY/SERVICE/REPAIR OR SNOW REMOVAL;**
14. **UNDER PROTEC CHOICE AND PROTEC CHOICE ADVANTAGE COVERAGES, ANY PART THAT IS NOT SPECIFICALLY LISTED AS COVERED UNDER THE COVERAGE SELECTED;**
15. **THE CORRECTION OF OIL CONSUMPTION, REPAIR OF WORN RINGS, OR ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURRED;**
16. **ANY MAINTENANCE ON YOUR VEHICLE;**
17. **ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER TRAVEL BREAKDOWN) ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE;**
18. **DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION);**
19. **ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING), OR IF THE INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE;**
20. **ANY CLAIM IF YOUR VEHICLE HAS A SALVAGE OR REBUILT TITLE.**

YOUR RESPONSIBILITIES:

1. **HAVE YOUR VEHICLE SERVICED ACCORDING TO THE MAINTENANCE SCHEDULE PROVIDED IN THE MANUFACTURER'S OWNER'S MANUAL; KEEP ORIGINAL COPIES OF ALL REPAIR ORDERS, INVOICES, AND RECEIPTS FROM THE PERFORMED SERVICES AND MAINTENANCE; AND PRESENT ALL ORIGINALS THAT ARE RELEVANT TO THE CLAIM AT THE TIME A CLAIM IS MADE;**
2. **USE ALL REASONABLE MEANS TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE IN THE EVENT OF A MECHANICAL BREAKDOWN. WITHOUT LIMITING THIS GENERAL RULE, SPECIFICALLY, YOU MUST STOP THE VEHICLE IMMEDIATELY AND HAVE IT REPAIRED BEFORE DRIVING IT FURTHER.**

HOW TO MAKE A CLAIM: WHEN REPAIRS ARE REQUIRED, YOU MUST TELEPHONE CWS AT 1-866-732-8503 DURING NORMAL WORKING HOURS TO RECEIVE INSTRUCTIONS. IF YOU DO NOT FOLLOW OUR INSTRUCTIONS, WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR THE COST OF ANY REPAIRS. AUTHORIZATION MUST BE OBTAINED FROM CWS PRIOR TO HAVING YOUR VEHICLE REPAIRED. WE RESERVE THE RIGHT TO INSPECT ANY VEHICLE BEFORE AUTHORIZATION OF ANY REPAIRS. IN ORDER TO MAKE A CLAIM UNDER THIS SERVICE CONTRACT YOU MUST:

1. **PROVIDE "TEARDOWN AUTHORIZATION" WHEN REQUESTED BY CWS, SO THAT THE REPAIR FACILITY CAN PROVIDE AN ACCURATE DIAGNOSIS AND ESTIMATE OF REPAIRS. WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR TEARDOWN COSTS IN THE EVENT THE REPAIRS ARE NOT COVERED UNDER THE PROVISIONS OF THIS SERVICE CONTRACT;**
2. **IN THE EVENT OF AN EMERGENCY SITUATION THAT OCCURS AND CWS CANNOT BE REACHED, YOU CAN PROCEED WITH REPAIRS, BUT PAYMENT WILL BE IN ACCORDANCE WITH THE OTHER PROVISIONS OF THIS SERVICE CONTRACT;**
3. **SUBMIT A CLAIM FOR REIMBURSEMENT TO CWS, ALONG WITH ALL REQUIRED DOCUMENTS, WITHIN THIRTY (30) DAYS OF AUTHORIZATION OR REPAIR;**
4. **RETAIN ALL REPLACED PARTS UNTIL YOUR CLAIM IS SETTLED, AS YOU MAY BE REQUIRED TO SUBMIT THESE PARTS FOR INSPECTION.**

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FAILURE TO COMPLY WITH THE RESPONSIBILITIES OUTLINED HEREIN MAY RESULT IN THE DENIAL OF YOUR CLAIM. IF YOU HAVE ANY QUESTIONS WHICH CANNOT BE ANSWERED BY OFFEROR, PLEASE CONTACT CWS.

PAYMENTS: CWS will pay the repair facility directly or reimburse **YOU** for authorized repairs covered under this Service Contract. If the repair facility does charge **YOU** for authorized repairs covered under this Service Contract, submit copies of all invoices and receipts pertaining to the authorized repairs along with a copy of the front page of this Service Contract to: CWS, P.O. Box 3195, Jacksonville, Florida 32206.

OUR OPTIONS: CWS will pay the repair facility directly or reimburse **YOU** for the repair or replacement of any Covered Part. **Replacement parts utilized in connection with a MECHANICAL BREAKDOWN will be, at the discretion of CWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or CWS.**

LIMITS OF LIABILITY: For any one repair visit, all benefits paid or payable shall not exceed the N.A.D.A. Official Used Car Guide retail value of **YOUR** vehicle at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during the **TERM** of this Service Contract shall not exceed the price **YOU** paid for **YOUR** vehicle. If the N.A.D.A. Official Used Car Guide vehicle valuation is unavailable, not widely recognized, or not commonly used in the geographic area, CWS may use another market retail valuation method. The payment for or reimbursement for repair or replacement of Covered Parts and the benefits stated under **ALTERNATE TRANSPORTATION**, **TOWING COVERAGE**, **TRAVEL BREAKDOWN**, **DIAGNOSTICS COVERAGE**, **RELATED DAMAGE COVERAGE** and **FLUID COVERAGE** are the only remedies available to a Service Contract Holder. **WE** assume no other obligation or responsibility with regard to the vehicle. **WE** neither assume, nor authorize anyone to assume for **US**, any additional liability.

INSURANCE: OUR obligations under this Service Contract are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. YOU are entitled to make a direct claim or request for refund to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. In some states, such obligations may be insured by an alternative carrier. Please refer to the STATE AMENDMENTS section for exceptions.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATIONS OR STATEMENTS SHOULD BE RELIED UPON BY **YOU**, INCLUDING ANY ORAL REPRESENTATIONS BY **OFFEROR**.
2. If it is not clear which **TERM/MILEAGE** or **COVERAGE PLAN** has been purchased, **YOU** should contact **OFFEROR** or **US**.
3. This Service Contract will be governed by the laws of the **SERVICE CONTRACT HOLDER** state.
4. No amendment, supplement, or waiver of any provision of this Service Contract will be binding against **US** unless it is in writing and signed by one of the authorized representatives at **OUR** home office.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.
6. **OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.

SAMPLE

TIMELY, WRITTEN NOTICE OF CLAIM REQUIRED: Please note: The following paragraph does not apply to a claim for vehicle repairs or reimbursement for such repairs under this Service Contract. Please see: **HOW TO MAKE A CLAIM** for a repair or reimbursement claim. Prior to bringing or participating in an arbitration (or lawsuit, to the extent the Arbitration Clause herein is inapplicable for any reason) asserting any claim in law or equity relating to this Service Contract or its subject matter (collectively "Legal Claims"), **YOU** must provide written notice of **YOUR** Legal Claim to **US** within one (1) year from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. Such written notice **must** identify by name and contract number the specific Service Contract to which **YOUR** Legal Claim relates. **The provision of such timely, written notice is a condition precedent to bringing any Legal Claim relating to this Service Contract or its subject matter.** If **YOU** fail to timely provide such written notice of any Legal Claim, **YOU** shall have waived such Legal Claim in all respects. If **YOU** do provide the timely, written notice required hereunder, **WE** shall have ninety (90) calendar days following actual receipt of such notice to cure the circumstance(s) giving rise to **YOUR** Legal Claim. **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any such circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. Each requirement set forth in this paragraph requires strict (not substantial) compliance and survives the Contract Period, transfer or cancellation of this Service Contract. **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event arbitration is filed.

ARBITRATION: YOU agree that any and all claims or disputes of any kind whatsoever arising from or relating to this Service Contract or the relationships resulting from this Service Contract, whether in contract, tort, pursuant to statute, regulation, or ordinance, or in equity or otherwise ("Claims"), shall, upon delivery of a written notice demanding arbitration to the other party or parties, be resolved by binding arbitration on an individual (not class) basis only. This includes, without limitation, Claims by **YOU** against CWS, or their parents, affiliates, employees, officers, successors, or assigns, or against those entities' parents' or affiliates' employees, officers, successors, or assigns. **THIS AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS ONLY IS FULLY BINDING IN THE EVENT THAT A CLASS ACTION OR SIMILAR LAWSUIT OR CLASS ARBITRATION IS FILED IN WHICH YOU OTHERWISE WOULD BE ELIGIBLE TO PARTICIPATE IN ANY CAPACITY, INCLUDING BUT NOT LIMITED TO, AS A MEMBER, CLASS REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL. THE PARTIES AGREE THAT THERE SHALL BE NO CLASS OR CONSOLIDATED ARBITRATION OF ANY CLAIM, AND EXPRESSLY WAIVE ANY RIGHT TO ARBITRATE OR LITIGATE IN A CLASS PROCEEDING.**

Such arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (and not any state law concerning arbitration), this Arbitration Clause, and the applicable rules of JAMS, Inc. ("JAMS")—excluding any rules pertaining to class arbitration, and subject to any modification of those rules by this Arbitration Clause—in effect at the time of the written notice demanding arbitration. In the event of a conflict between the JAMS rules and this Arbitration Clause, this Arbitration Clause shall control. Applicable rules for JAMS are available

at www.jamsadr.com or 1-800-352-5267. The Arbitrator shall apply statutes of limitation applicable at law, shall honor claims of privilege recognized at law, and if timely requested by any party, shall provide a reasoned, written explanation of the award's basis. Notwithstanding any provision otherwise in this Arbitration Clause or in the JAMS rules, any dispute regarding arbitrability, including the validity, enforceability, or applicability of the prohibition on classwide arbitration, shall be resolved by a court of competent jurisdiction, and not in arbitration. For avoidance of doubt, all disputes regarding the availability of classwide or consolidated arbitration, regardless of the posture under which such disputes arise, shall be resolved in court and not in arbitration. **THE PARTIES RECOGNIZE THAT THEY WILL NOT HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. DISCOVERY AND RIGHTS TO APPEAL GENERALLY ARE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT, AND OTHER RIGHTS APPLICABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Arbitrations will be held within the federal judicial district encompassing the city and/or county where **YOU** reside or are located. The other parties to the arbitration (not including **YOU**) will pay in equal shares the first $2,500 in fees charged by the arbitration administrator for Claim(s) asserted by **YOU** in the arbitration. Thereafter, unless the applicable JAMS rules or applicable law specify otherwise, the parties to the arbitration (including **YOU**) shall share the arbitration fees equally, which amounts shall not be recoverable in the arbitration. Each party to the arbitration shall be responsible for its own attorney, expert, and other fees, unless applicable law provides otherwise. This Arbitration Clause shall not apply to any individual claim brought by **YOU** in small claims court, unless such claim is transferred, removed, or appealed to a different court.

If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions of the Arbitration Clause; provided, however, that (a) if the prohibition on classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void; and (b) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the Arbitration Clause shall be null and void as to such claims only. This Arbitration Clause shall survive the Termination or cancellation of this Service Contract. In the event of a conflict between this Arbitration Clause and any other applicable arbitration provision, this Arbitration Clause shall control.

STATE AMENDMENTS: If this Service Contract is purchased by a consumer/person living in any of the following states, the following provisions will apply:

ALABAMA: If **YOU** cancel after thirty (30) days, the administration fee that CWS will charge and retain will be $25. A ten percent (10%) penalty will be applied to any refund that is not paid within forty-five (45) days of the return of this Service Contract. If **WE** cancel, **WE** will give **YOU** at least five (5) days notice of cancellation and state the effective date and reason for cancellation. If **WE** cancel, refunds will be calculated according to the Pro-Rata method and no administration fee will be charged.

ALASKA: This Service Contract will provide coverage if **YOUR** vehicle is used for snow removal, provided it is properly equipped for such use as recommended by the Manufacturer. The **CANCELLATION** provision is amended as follows: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that CWS will charge and retain of $50 or seven percent (7%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that CWS will charge and retain of $50 or seven percent (7%) of the Pro-Rata refund amount, whichever is less. The **ARBITRATION** section is removed in its entirety.

ARIZONA: "WE", **"US"** and **"OUR"** appearing in **BOLD** throughout this Service Contract refer to Century Warranty Services, Inc. ("CWS"). To cancel this Service Contract, **YOU** must return this Service Contract to **OFFEROR** or the Administrator. This Service Contract is non-cancellable by **US** except for **YOUR** fraud or material misrepresentation in submitting a claim, or failure to pay the SERVICE CONTRACT PURCHASE PRICE. **The ARBITRATION section is amended to add the following: Arizona Service Contract Holders may file with the Director of the Arizona Department of Insurance for relief of any complaint under the provision of A.R.S. §§ 20-1095.04 and/or 20-1095.09.** The **GENERAL** section item 5.) is removed in its entirety. The **CANCELLATION** section is amended as follows: If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method and no administration fee will be charged. If **YOU** cancel after sixty (60) days, the administration fee that CWS will charge and retain will be no more than ten percent (10%) of the amount paid by the Contract Holder or $50, whichever is less. The **EXCLUSIONS FROM COVERAGE** section item 19.) is removed in its entirety. **YOUR CLAIM WILL NOT BE DENIED BASED UPON ANY CONDITION EXISTING IN THE VEHICLE PRIOR TO YOUR PURCHASE OF THIS SERVICE CONTRACT.**

CALIFORNIA: The term MECHANICAL BREAKDOWN shall mean and refer to COVERED FAILURES. OUR California Vehicle Service Contract Provider License # is 0E39091. The **INSURANCE** section is removed in its entirety and replaced with the following: Performance to **YOU** under this Service Contract is guaranteed by a California approved insurance company. **YOU** may file a claim or request a refund at any time, for any reason with this insurance company if any promise made in the Service Contract has been denied or has not been honored. The name and address of the insurance company is: Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442, 1-800-298-8011. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357 or (213) 897-8921 out of state, or access the department's internet website at www.insurance.ca.gov. The **CANCELLATION** section is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at any time. To cancel, please contact CWS or **OFFEROR**. If this Service Contract is cancelled by **YOU** during the first sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made and no administration fee will be charged. If **YOU** cancel after sixty (60) days of SERVICE CONTRACT PURCHASE DATE, a pro-rata refund will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE and odometer reading at SERVICE CONTRACT PURCHASE DATE, less an administration fee that CWS will charge and retain of $25 or ten percent (10%) of the unearned pro-rata SERVICE CONTRACT PURCHASE PRICE, whichever is less. If this Service Contract is financed, upon a total loss or repossession, all rights and interests under the Service Contract will immediately transfer to the Lienholder/Payment Provider and the Lienholder/Payment Provider will be named sole payee for any refund amounts. The Service Contract is non-cancellable by **US** except for fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund

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one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this Service Contract is cancelled by **US**. If **WE** cancel for nonpayment, **WE** will mail written notice to **YOU** stating the specific grounds for cancellation and informing **YOU** that the Service Contract will cease to be valid no less than five (5) days after the postmark date of the notice and that any refund due will be provided within thirty (30) days of the date of cancellation. If **WE** cancel for fraud or material misrepresentation, **WE** will mail written notice to **YOU** stating the specific nature of the misrepresentation and informing **YOU** a refund will be provided within thirty (30) days of the date of cancellation. If **WE** cancel this Service Contract, **WE** remain liable for any claim reported to a person designated in this Service Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Service Contract. A Service Contract Holder is deemed to have reported a claim if he or she has completed the first step required under the **HOW TO MAKE A CLAIM** section of this Service Contract. The **ARBITRATION** section is removed in its entirety. The **EXCLUSIONS FROM COVERAGE** is amended as follows: Item 11.) is removed in its entirety and replaced with the following: **11.) ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO TIME OFF FROM WORK OR ADDITIONAL CHILD CARE DURING VEHICLE REPAIR PERIOD, THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART.** Item 19.) is removed in its entirety and replaced with the following: **19.) ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING), OR IF THE INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.** The **GENERAL** section item 5.) is amended to include the following language: CWS may delegate ministerial duties but not claims decisions or legal liability. The **GENERAL** section 6.) is removed in its entirety and replaced with the following: 6.) **OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is reasonably necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole. The section entitled "**TIMELY, WRITTEN NOTICE OF CLAIM REQUIRED**" is amended to read "**TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED**." The **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section is amended by the removal of the following language: **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. The **YOUR RESPONSIBILITIES** section 1.) is removed in its entirety and replaced with the following: **1.) HAVE YOUR VEHICLE SERVICED ACCORDING TO THE MAINTENANCE SECTION PROVIDED IN THE MANUFACTURER'S OWNER'S MANUAL AND KEEP ALL REPAIR ORDERS, INVOICES AND RECEIPTS FROM THE PERFORMED SERVICES AND MAINTENANCE. COPIES OF RELEVANT REPAIR ORDERS, INVOICES AND RECEIPTS FROM THE RELEVANT PERFORMED SERVICES OR REPAIR SHOULD BE AVAILABLE UPON REQUEST. NOT HAVING PROOF OF REQUIRED RELEVANT MAINTENANCE WILL NOT PROHIBIT YOU FROM FILING A CLAIM, BUT MAY CONTRIBUTE TO THE FACTORS USED TO DETERMINE A DENIAL OF COVERAGE.** The **PARTIES TO THIS SERVICE CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Service Contract has the following meanings: "**I**", "**MY**", "**YOU**" and "**YOUR**" mean the customer named as Service Contract Holder on the front of this Service Contract, or any valid transferee. "**WE**", "**US**" and "**OUR**" refer to Century Warranty Services, Inc. ("CWS" and "**CWS**"). Century Warranty Services, Inc. ("CWS") is the Obligor of this Service Contract. **YOU** will receive a complete copy of this Contract at or before the time of purchase.

COLORADO: OUR obligations under this Service Contract are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442, Policy Number NT-AO-0002.

CONNECTICUT: If this Service Contract has a term of less than one (1) year, the Service Contract term shall be extended for the time period that the vehicle is being repaired under this Service Contract. The following language has been added to the **ARBITRATION** section: A process has been established in Connecticut in which arbitration is the second phase, after mediation. If **YOU** have questions or problems concerning **YOUR** Service Contract and **YOU** reside in Connecticut, **YOU** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at P.O. Box 816, Hartford, Connecticut 06142-0816, (860) 297-3897. This Service Contract may be cancelled by **YOU** at any time if the product is returned, lost, stolen or destroyed. Century Warranty Services, Inc. ("CWS") is the Obligor of this Service Contract. The following language has been added to the **INSURANCE** section: **YOU are entitled to make a direct claim or request for a refund to Courtesy Insurance Company. To do so, please call 1-800-298-8011. In order to make a claim under this Service Contract, YOU must provide the information outlined in the HOW TO MAKE A CLAIM section.**

FLORIDA: FLORIDA LICENSE NO. 60114. The retail rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation. If **YOUR** vehicle is not eligible for the **TERM/MILEAGE/DEDUCTIBLE/COVERAGE** selected on this Service Contract or if the SERVICE CONTRACT PURCHASE PRICE does not meet **OUR** pricing requirement, CWS will notify **YOU** within forty-five (45) days of the appropriate action taken, which may include rejecting the Service Contract. The **HOW TO MAKE A CLAIM** section 3.) is removed in its entirety and replaced with the following: **3.) SUBMIT A CLAIM FOR REIMBURSEMENT TO US ALONG WITH ALL REQUIRED DOCUMENTS WITHIN NINETY (90) DAYS OF AUTHORIZATION.** The **CANCELLATION** provision is revised as follows: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that CWS will charge and retain of $50 or five percent (5%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the unearned SERVICE CONTRACT PURCHASE PRICE, whichever is less. The Pro-Rata refund amount shall not be less than ninety percent (90%) of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE. **WE** cannot cancel this Service Contract except for material misrepresentation or fraud at the time of sale, lack of proper maintenance, or non-payment of SERVICE CONTRACT PURCHASE PRICE, in which case **YOU** will be notified by certified mail. If **WE** cancel this Service Contract, **WE** will return one hundred percent (100%) of the paid unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE. In the event of cancellation, **YOU** authorize the Lienholder/Payment Provider to receive any refund amounts. Upon **OUR** receipt of notification of a total loss, repossession or failure to pay

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the Lienholder/Payment Provider, **YOU** no longer have rights under this Service Contract. All rights and interests to cancel and obtain a refund under this Service Contract will immediately transfer to the Lienholder/Payment Provider and the Lienholder/Payment Provider will be named sole payee for any refund amounts. **ROADSIDE ASSISTANCE**: Up to a maximum of $50 per occurrence, coverage includes towing to the nearest dealer or authorized repair facility, flat tire change (with **YOUR** good spare), battery jump, out of gas fuel delivery (maximum three (3) gallons), lockout service (i.e. keys locked in car or frozen lock). Any expense beyond $50 is YOUR responsibility at the time and site of service. Towing assistance will be dispatched only for mechanical disablements which render the vehicle inoperative. Roadside Assistance provided by and/or through Cross Country Motor Club, Inc., Medford, MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin, and Wyoming where services are provided by and/or through Cross Country Motor Club of California, Inc., Thousand Oaks, CA 91360. Call 1-800-517-8500 for 24 hour Roadside Assistance.

GEORGIA: The **CANCELLATION** paragraph is amended as follows: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the Pro-Rata refund amount, whichever is less. If **WE** cancel, **YOU** will be notified by certified mail stating the time when the cancellation will be effective, which shall not be less than thirty (30) days from the date of mailing. The cancellation shall conform to the requirements of Georgia Code Section 33-24-44. **WE** cannot cancel this Service Contract except for fraud, material misrepresentation, or non-payment of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel, refunds will be calculated according to the Pro-Rata method and no administration fee will be charged. In the event the issuer of this Service Contract is unable to make a refund, **YOU** may file a claim directly with the insurer listed in this Service Contract. The **EXCLUSIONS FROM COVERAGE** is amended as follows: Section 1.) is removed in its entirety and replaced with the following: **1.) ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE COVERED PART SINCE THE PURCHASE OF THIS SERVICE CONTRACT, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER OR BY A MANUFACTURER-APPROVED INSTALLER THAT CAUSES THE MANUFACTURER TO DENY A FACTORY WARRANTY CLAIM, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, ACCIDENTAL LOSS, FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS);** Section 8.) is removed in its entirety and replaced with the following: **8.) ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, DAMAGE AS THE RESULT OF CONTINUED OPERATION WITH AN OVERHEAT CONDITION, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, CHEMICALS.** Section 19.) is removed in its entirety and replaced with the following: **19.) ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING) AND KNOWN TO YOU, OR IF THE INFORMATION PROVIDED BY YOU CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.** The **ARBITRATION** section is removed in its entirety. The Lienholder/Payment Provider may only cancel this Service Contract in the event the vehicle is repossessed or declared a total loss.

HAWAII: The **CANCELLATION** paragraph is amended as follows: A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. The right to cancel this Service Contract in the first sixty (60) days and receive a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE is not transferable and only applies to the original Service Contract Holder. If **WE** cancel for any reason other than: 1.) non-payment of the SERVICE CONTRACT PURCHASE PRICE; 2.) any material misrepresentation made by **YOU** or on **YOUR** behalf; or, 3.) any substantial breach of contractual duties by **YOU**, **WE** will provide **YOU** with written notice of cancellation at least five (5) days prior to the effective date of cancellation.

IDAHO: Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association. The **CANCELLATION** paragraph is amended as follows: If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method and no administration fee will be charged.

ILLINOIS: If **YOU** cancel after thirty (30) days but within sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the Pro-Rata refund amount, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the Pro-Rata refund amount, whichever is less.

INDIANA: YOUR proof of payment to **US** for this Service Contract shall be considered proof of payment to the insurance company which guarantees **OUR** obligations to **YOU**, providing such insurance was in effect on the SERVICE CONTRACT PURCHASE DATE. This Service Contract is not insurance and is not subject to Indiana insurance law.

IOWA: In the event **YOU** have any questions regarding **YOUR** Service Contract, **YOU** may contact Century Warranty Services, Inc., P.O. Box 3195, Jacksonville, Florida 32206 or Courtesy Insurance Company. **YOU** may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738. Century Warranty Services, Inc., is liable for cancellation refunds. In the event **YOU** are unable to obtain **YOUR** refund from Century Warranty Services, Inc., **YOU** may contact Courtesy Insurance Company. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within thirty (30) days after return of this Service Contract. The **CANCELLATION** section is amended as follows: If **YOU** cancel this Service Contract, **WE** will mail written notice of termination to **YOU** within fifteen (15) days of the date of the termination.

LOUISIANA: The **CANCELLATION** section is amended by the following: This Service Contract is non-cancellable by **US** except for material misrepresentation by **YOU**, substantial breach of duties by **YOU** or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel this Service Contract, a one hundred percent (100%) refund of the unearned pro-rata SERVICE CONTRACT PURCHASE PRICE

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will be made. No administration fee will be charged if this Service Contract is cancelled by **US**. This Service Contract is not regulated by the Louisiana Department of Insurance. If **YOU** have any concerns or complaints regarding this Service Contract, **YOU** may contact the Louisiana Attorney General.

MAINE: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **WE** cancel this Service Contract, **WE** will mail written notice of cancellation to **YOU** at least fifteen (15) days prior to the date of cancellation. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this Service Contract.

MARYLAND: In the event **WE** fail to pay a valid claim or refund within sixty (60) days after proof of loss has been filed, **YOU** are entitled to make a direct claim to Courtesy Insurance Company. Please call 1-800-298-8011 for instructions. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this Service Contract. The Obligor of this Service Contract is Century Warranty Services, Inc. (CWS), P.O. Box 3195, Jacksonville, Florida 32206, 1-866-732-8503. A Service Contract is extended automatically when the provider fails to perform the services under the Service Contract. The Service Contract does not terminate until the services are provided in accordance with the terms of the Service Contract. The **DIAGNOSTICS COVERAGE** section is amended by the removal of the following language: **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.**

MASSACHUSETTS: NOTICE TO CONSUMER: THE COVERAGE **YOU** ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU** CAN BE REQUIRED BY **OFFEROR** OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO **YOU** WITHOUT THIS SERVICE CONTRACT.

MICHIGAN: OFFEROR is prohibited from having an independent courier service or other third party pick up **YOUR** payment at **YOUR** residence before the end of the third business day after the date of this transaction.

MINNESOTA: Minnesota Statute 325F.662 requires certain vehicle sellers to provide coverages below at no charge. The term of the required warranty is based on the mileage at the time of sale as follows:

Used vehicles with less than 36,000 miles at the time of sale: provides coverage for sixty (60) days or 2,500 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale: provides coverage for thirty (30) days or 1,000 miles, whichever occurs first.

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter.

Transmission: Case; Internal Parts; Torque Convertor; or, the Manual Transmission Case and Internal Parts.

Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis.

Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers.

Steering: Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack.

Note: The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above coverages are excluded from this Service Contract during the applicable warranty period, unless the seller becomes unable to meet its obligations. **YOUR** rights and obligations are fully explained in the seller-issued used vehicle limited warranty document.

The **CANCELLATION** paragraph is amended with the addition of the following statement: THIS SERVICE CONTRACT IS NON-CANCELLABLE BY **US** EXCEPT FOR FRAUD OR MATERIAL MISREPRESENTATION IN THE SUBMISSION OF CLAIMS.

The **SERVICE CONTRACT COVERAGE** paragraph is amended by the removal of the following statement: A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction or failure of any non-covered parts.

The **HOW TO MAKE A CLAIM** section 3.) is removed in its entirety and replaced with the following: **3.) SUBMIT A CLAIM FOR REIMBURSEMENT TO US ALONG WITH ALL REQUIRED DOCUMENTS WITHIN SIXTY (60) DAYS OF AUTHORIZATION;** section 4.) is removed in its entirety.

The **EXCLUSIONS FROM COVERAGE** section 8.) is removed in its entirety and replaced with the following: **8.) ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, DAMAGE AS THE RESULT OF CONTINUED OPERATION WITH AN OVERHEAT CONDITION, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, RESTRICTED OIL FLOW, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS;** section 11.) is removed in its entirety and replaced with the following: **11.) ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR UNNECESSARY COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART.**

If the manufacturer's recommended maintenance schedule is not provided to **YOU**, please contact CWS and an alternative maintenance schedule to be used in connection with this Service Contract will be provided.

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MISSISSIPPI: The **ARBITRATION** provision is removed in its entirety. If **WE** cancel, **WE** will provide written notice at least thirty (30) days prior to cancellation and state the effective date and the reason for the cancellation. The **CANCELLATION** paragraph is amended as follows: A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the Pro-Rata refund amount, whichever is less. This Service Contract is non-cancellable by **US** except for material misrepresentation by **YOU**, substantial breach of duties by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel for any reason other than nonpayment, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made. No administration fee will be charged if this Service Contract is cancelled by **US**. The physical address for Century Warranty Services, Inc. is 8019 Bayberry Road, Jacksonville, Florida 32256.

MISSOURI: If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. A ten percent (10%) penalty per month will be applied to any refund that is not paid within thirty (30) days of return of this Service Contract.

NEBRASKA: The **CANCELLATION** section is amended by the addition of the following: If **WE** cancel, **WE** will provide a written notice to **YOU** via certified mail sixty (60) days in advance of cancellation. The **ARBITRATION** section is removed in its entirety.

NEVADA: The **TRANSFER** section item (3) is amended to read: **(3) a check for $25 payable to CWS, for the transfer fee.** The **CANCELLATION** paragraph is amended as follows: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less a cancellation fee of $25 that CWS will charge and retain. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less a cancellation fee of $25 that CWS will charge and retain. If a refund is not paid within thirty (30) days after this Service Contract is returned, a penalty equal to ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE shall be added to the refund for every subsequent thirty (30) day period that any portion of the refund remains unpaid. This Service Contract is non-cancellable by **US** except for fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel this Service Contract, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. If **WE** cancel this Service Contract, a one hundred percent (100%) refund of the unearned pro-rata SERVICE CONTRACT PURCHASE PRICE will be made. No administration fee will be charged if this Service Contract is cancelled by **US**. This Service Contract is not renewable and expires in accordance with the **SERVICE CONTRACT PERIOD** provision. The **GENERAL** section item 5.) is amended to include the following language: CWS may delegate ministerial duties but not claims decisions or legal liability. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 1.) is amended to include the following language: **HAVING UNAUTHORIZED OR NON-MANUFACTURER RECOMMENDED MODIFICATIONS DOES NOT EXCLUDE ALL COVERAGE OR VOID THE ENTIRE CONTRACT. THIS CONTRACT WILL CONTINUE TO PROVIDE ANY APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED OR NON-MANUFACTURER RECOMMENDED MODIFICATIONS OR ANY DAMAGE ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS CONTRACT.** If **YOU** are not satisfied with **OUR** handling of **YOUR** claim, **YOU** may contact the Nevada Insurance Commissioner at (888) 872-3234.

NEW HAMPSHIRE: In the event **YOU** do not receive satisfaction under this Service Contract, **YOU** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261. The **ARBITRATION** section is revised as follows: **ARBITRATION** shall only be required upon mutual agreement by **US** and **YOU** to submit any controversy or claim arising out of or relating to this Contract, or a breach hereof, to binding arbitration at the time of such controversy or claim and shall take place in **YOUR** county of residence or other mutually agreed upon location in New Hampshire. The **ARBITRATION** provision is subject to RSA 542.

NEW JERSEY: The **CANCELLATION** paragraph is amended as follows: A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. If **WE** cancel for any reason other than: 1.) non-payment of the SERVICE CONTRACT PURCHASE PRICE; 2.) any material misrepresentation or omission made by **YOU** or on **YOUR** behalf; or, 3.) any substantial breach of contractual duties by **YOU**, **WE** will provide **YOU** with written notice of cancellation at least five (5) days prior to the effective date of cancellation.

NEW MEXICO: The **CANCELLATION** paragraph is amended as follows: The right to cancel this Service Contract is not transferable and only applies to the original Service Contract Holder. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If a refund is not paid within thirty (30) days after this Service Contract is returned, a penalty equal to ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE shall be added to the refund for every subsequent thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. After seventy (70) days, **WE** cannot cancel except for: 1.) non-payment of SERVICE CONTRACT PURCHASE PRICE; 2.) fraud or misrepresentation in obtaining this Service Contract or presenting a claim; or, 3.) discovery of an act or omission in violation of this Service Contract which substantially and materially increases the service required under the Service Contract. If **WE** cancel, **WE** will give **YOU** at least fifteen (15) days notice of cancellation. No administration fee will be charged if the Service Contract is cancelled by **US**. Final contract price to be determined prior to presentation to consumer for signature.

NEW YORK: The **CANCELLATION** paragraph is amended as follows: A ten percent (10%) penalty per thirty (30) day period shall be added to any refund not paid within thirty (30) days after the date this Service Contract is returned. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation.

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NORTH CAROLINA: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the Pro-Rata refund amount, whichever is less.

OHIO: THIS CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE.

OKLAHOMA: This Service Contract is not issued by the manufacturer or wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company. Century Warranty Services, Inc. ("CWS") is the Obligor of this Service Contract. The **CANCELLATION** paragraph of this Service Contract is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at any time. To cancel, **YOU** must return this Service Contract to **OFFEROR** or CWS. If **YOU** cancel this contract within the first thirty (30) days, **YOU** are entitled to a full refund. If **YOU** cancel this contract after thirty (30) days but within sixty (60) days, **WE** shall return one hundred percent (100%) of the premium, less ten percent (10%) of the premium or fifty dollars ($50), whichever is less, which CWS will charge and retain. If **YOU** cancel after sixty (60) days, **WE** shall return one hundred percent (100%) of the unearned Pro-Rata premium, less ten percent (10%) of the unearned Pro-Rata premium or fifty dollars ($50), whichever is less, which CWS will charge and retain. If **WE** cancel, **WE** will return one hundred percent (100%) of the unearned Pro-Rata premium. In the event of cancellation, **YOU** authorize the Lienholder/Payment Provider to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, this Service Contract will be terminated and all rights and interest to a refund under this Service Contract will immediately transfer to the Lienholder/Payment Provider and the Lienholder/Payment Provider will be named sole payee for any refund amounts. This Service Contract is non-cancelable by **US** except for fraud, material misrepresentation, or failure to pay the SERVICE CONTRACT PURCHASE PRICE. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty statutes do not apply to commercial use references in Service Warranty Contracts. The **ARBITRATION** section is removed in its entirety. **OUR** Oklahoma Service Warranty License # is 44198957. In the event **YOU** have any questions regarding **YOUR** Service Contract, **YOU** may contact Century Warranty Services, Inc., P.O. Box 3195, Jacksonville, Florida 32206 or Courtesy Insurance Company. **YOU** may also contact the Oklahoma Insurance Department at the following address: Oklahoma Insurance Department, Five Corporate Plaza, 3625 NW 56th Street, Suite 100, Oklahoma City, Oklahoma 73112, 1-800-522-0071.

OREGON: The **ARBITRATION** section is removed in its entirety. Century Warranty Services, Inc. ("CWS") is the Obligor of this Service Contract. The following sentence is removed from the **TIMELY, WRITTEN NOTICE OF CLAIM REQUIRED** section: **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event an arbitration is filed. The following sentence is added to the **TIMELY, WRITTEN NOTICE OF CLAIM REQUIRED** section: **YOUR** obligations under this paragraph shall in no way be diminished or modified by any court's obligation to apply statutes of limitation applicable at law in the event a Legal Claim is filed. Roadside assistance benefits or services are conducted by Cross Country Motor Club of California, Inc. ("CCMC"); however, Century Warranty Services, Inc. ("CWS") is ultimately responsible for providing these benefits. Any failure to provide such benefits by CCMC or CWS as specified in this contract will be covered by CWS' reimbursement insurance policy.

SOUTH CAROLINA: If **WE** do not timely resolve such matters within sixty (60) days of proof of loss, **YOU** may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or 1-800-768-3467. A ten percent (10%) penalty will be added to any refund that is not paid or credited within forty-five (45) days in accordance with Title 38 Section 38-78-30(f) of the SC Code of Laws. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation.

TEXAS: If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. **YOU** may apply for reimbursement directly to Courtesy Insurance Company if a refund or credit is not paid within forty-five (45) days after a cancellation request is made.

UTAH: Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guarantee Association. The **CANCELLATION** paragraph is amended as follows: This Service Contract is non-cancellable by **US** except for nonpayment, material misrepresentation, substantial changes in the risk assumed or substantial breaches of contractual duties, conditions, or warranties. If **WE** cancel this Service Contract, **WE** will mail to **YOU** at the last known address contained in **OUR** records written notice of cancellation at least thirty (30) days prior to cancellation. Cancellation will not be effective until ten (10) days after delivery of the written notice of cancellation. If **WE** cancel this Service Contract, **WE** will give **YOU** at least thirty (30) days notice of cancellation and state the effective date and reason for cancellation. If this Service Contract is financed, in the event of a total loss or repossession, the Lienholder/Payment Provider is authorized to cancel this Service Contract and the Lienholder/Payment Provider will be named as sole payee for any refund amounts and all rights and interests under this Service Contract will immediately transfer to the Lienholder/Payment Provider. The **HOW TO MAKE A CLAIM** section 3.) is removed in its entirety and replaced with the following: **3.) SUBMIT A CLAIM FOR REIMBURSEMENT TO US ALONG WITH ALL REQUIRED DOCUMENTS AS SOON AS POSSIBLE.** The **HOW TO MAKE A CLAIM** paragraph is amended to include the following language: Normal business hours for CWS are Monday through Friday 8:00 a.m. to 9:00 p.m. (EST) and Saturday 9:00 a.m. to 4:00 p.m. (EST). The **TIMELY, WRITTEN NOTICE OF CLAIM REQUIRED** section is amended as follows: **YOU** must provide written notice of **YOUR** legal Claim to **US** within three (3) years from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. The **ARBITRATION** section is amended to add the following language: ANY DISPUTE ARISING UNDER THIS SERVICE CONTRACT BETWEEN **YOU** AND CWS AND/OR **OFFEROR** MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION UNDER THE APPLICABLE RULES THEN IN EFFECT AS MODIFIED BY THIS ARBITRATION CLAUSE. 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. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

SAMPLE

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

WASHINGTON: Century Warranty Services, Inc. ("CWS") is the service provider for this Mechanical Failure Service Contract. The **INSURANCE** section is removed in its entirety and replaced with the following: **OUR** obligations under this Service Contract are guaranteed by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. The Contractual Liability Policy Number is identified in the **WASHINGTON RESIDENTS ONLY** paragraph on this Service Contract. **YOU** are entitled to make a direct claim to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. The **CANCELLATION** section is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at anytime. To cancel, **YOU** must return this Service Contract to **OFFEROR** or Courtesy Insurance Company. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that CWS will charge and retain of $25. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that CWS will charge and retain of $25. A ten percent (10%) penalty will be applied to any refund that is not paid within thirty (30) days of return of this Service Contract. In the event of cancellation, **YOU** authorize the Lienholder/Payment Provider to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, the Service Contract will be terminated, and all rights and interests to a refund under the Service Contract will immediately transfer to the Lienholder/Payment Provider and the Lienholder/Payment Provider will be named sole payee for any refund amounts. This Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the SERVICE CONTRACT PURCHASE PRICE due. After sixty (60) days, **WE** cannot cancel this Service Contract. The **GENERAL** paragraph is amended by the addition of the following: 7.) The parties hereto agree for the purpose of arbitration or litigation, the venue of the matter shall be in the appropriate judicial district in the state of Washington. The **HOW TO MAKE A CLAIM** section 2. is amended by the addition of the following: **CONTACT CWS AS SOON AS POSSIBLE FOLLOWING AN EMERGENCY REPAIR.**

IMPLIED WARRANTY: The Implied Warranty of Merchantability on the motor vehicle is not waived if this Service Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this Service Contract.

WASHINGTON D.C.: The **CANCELLATION** paragraph is amended as follows: The right to cancel this Service Contract is not transferable and only applies to the original Service Contract Holder. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that CWS will charge and retain of $50 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **WE** cancel, **WE** will mail to **YOU** at the last known address contained in **OUR** records written notice of cancellation at least five (5) days prior to cancellation. The notice of cancellation will state the effective date and reason for cancellation. If **WE** cancel for any reason other than nonpayment, a one hundred percent (100%) refund of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE will be made. No administration fee will be charged if the Service Contract is cancelled by **US.** A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract.

WISCONSIN: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The **ARBITRATION** provision is amended as follows: If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision are not prohibited by the Wisconsin Consumer Act. Notwithstanding any provision contained herein to the contrary, **YOU** are not bound to participate in binding arbitration and retain the right to bring an action in a court of competent jurisdiction. The following statement is removed in its entirety from the **HOW TO MAKE A CLAIM** section: Authorization must be obtained from CWS prior to having **YOUR** vehicle repaired. The **HOW TO MAKE A CLAIM** section 3.) is removed in its entirety and replaced with the following statement: **3.) SUBMIT A CLAIM FOR REIMBURSEMENT TO CWS ALONG WITH ALL REQUIRED DOCUMENTS AS SOON AS POSSIBLE WITHIN ONE (1) YEAR AFTER AUTHORIZATION.** The **GENERAL** section item 5.) is removed in its entirety. The **CANCELLATION** paragraph is amended to include the following language: A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract.

WYOMING: If **WE** cancel, **WE** will mail a written notice of cancellation to **YOU** at least ten (10) days prior to cancellation, unless cancellation is for non-payment of Service Contract fees, a material misrepresentation, or other substantial breach of contractual duties. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. The **CANCELLATION** section is amended as follows: In the event of cancellation, refunds will be made payable to **YOU** and the Lienholder/Payment Provider. The **ARBITRATION** section is removed in its entirety.

SAMPLE

CENTURY WARRANTY SERVICES, INC.

NOTICE

To learn about the categories of information being collected and the purposes for which the information will be used, please see our Privacy Policy, available at www.centurywarranty.com.

SAMPLE

CENTURY WARRANTY SERVICES, INC.

ARIZONA AMENDATORY ENDORSEMENT

FOR SERVICE CONTRACTS

It is agreed the Service Contract forms administered by Century Warranty Services, Inc. to which this endorsement is attached are hereby amended by the following language:

ARIZONA: If **YOU** cancel after thirty (30) days, the administration fee that CWS will charge and retain will be no more than ten percent (10%) of the amount paid by the Contract Holder or $50, whichever is less.

All other terms and conditions remain unchanged.

SAMPLE

CENTURY WARRANTY SERVICES, INC.

NEW HAMPSHIRE AMENDATORY ENDORSEMENT

It is agreed that the forms administered by Century Warranty Services, Inc. to which this endorsement is attached are hereby amended with the addition of the following:

The New Hampshire state amendment section is revised to include the following language:

The **CANCELLATION** section is amended as follows: If **YOU** cancel after thirty (30) days, the administration fee that CWS will charge and retain will be no more than ten percent (10%) of the amount paid by the Contract Holder or $50, whichever is less.

All other terms and conditions remain unchanged.

SAMPLE

CENTURY WARRANTY SERVICES, INC.

SOUTH CAROLINA AMENDATORY ENDORSEMENT
FOR SERVICE CONTRACTS

It is agreed that the forms administered by Century Warranty Services, Inc. to which this endorsement is attached are hereby amended by the addition of the following language:

SOUTH CAROLINA: In the event of a dispute with the provider of this Service Contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467. A ten percent (10%) penalty will be added to any refund that is not paid or credited within forty-five (45) days in accordance with Title 38 Section 38-78-30(f) of the SC Code of Laws. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation.

All other terms and conditions remain unchanged.

SAMPLE

CENTURY WARRANTY SERVICES, INC.

IOWA AMENDATORY ENDORSEMENT
FOR SERVICE CONTRACTS

It is agreed that the forms administered by Century Warranty Services, Inc. to which this endorsement is attached are hereby amended by the following:

The **IOWA STATE AMENDMENT** is removed and replaced with the following:

IOWA: In the event **YOU** have any questions regarding **YOUR** Service Contract, **YOU** may contact Century Warranty Services, Inc., P.O. Box 3195, Jacksonville, Florida 32206 or Courtesy Insurance Company. **YOU** may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. Century Warranty Services, Inc., is liable for cancellation refunds. In the event **YOU** are unable to obtain **YOUR** refund from Century Warranty Services, Inc., **YOU** may contact Courtesy Insurance Company. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within thirty (30) days after return of this Service Contract. The **CANCELLATION** section is amended as follows: If **YOU** cancel after thirty (30) days, the cancellation administration fee will be $50 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **WE** cancel this Service Contract, **WE** will mail written notice to **YOU** at least fifteen (15) days before the date of cancellation and state the effective date and reason for cancellation.

All other terms and conditions remain unchanged.

SAMPLE

CENTURY WARRANTY SERVICES, INC.

NEW JERSEY AMENDATORY ENDORSEMENT

It is agreed that the forms administered by Century Warranty Services, Inc. to which this endorsement is attached are hereby amended with the addition of the following:

NEW JERSEY: 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.

All other terms and conditions remain unchanged.

SAMPLE