MECHANICAL BREAKDOWN INSURANCE
POLICY APPLICATION / DECLARATION PAGE

POLICY #: MBIP-[redacted]

POLICY HOLDER INFORMATION

NAME [redacted]	STREET [redacted]
CITY [redacted] STATE [redacted] ZIP [redacted]	TELEPHONE HM ([redacted] WK (

VEHICLE INFORMATION

VIN [redacted]			CURRENT ODOMETER READING [redacted]	
YEAR [redacted]	MAKE [redacted]	MODEL [redacted]	ORIGINAL DATE OF IN-SERVICE [redacted]	VEHICLE P SE PRICE $ [redacted]

SELLER INFORMATION

NAME [redacted]	STREET [redacted]
CITY [redacted] STATE [redacted] ZIP [redacted]	TELEPHONE [redacted]

LIENHOLDER INFORMATION

SELLER NAME [redacted]	STREET [redacted]
CITY [redacted] STATE ZIP	[redacted]

POLICY INFORMATION

	POLICY PRICE: $ [redacted]

COVERAGE OPTIONS

NEW VEHICLE COVERAGE

This coverage cannot be sold without an active Manufacturer Powertrain Warranty (MPW)

HIGH TECH ☐	COMPREHENSIVE ☑

If no coverage box is checked, then HIGH TECH coverage will apply

TERM

(If no term selected, term will be equal to the MPW term)

This Policy begins on the Policy Sale Date,and shall end:
[redacted] Months from the Policy Sale Date, orwhen

[redacted] Total miles are registered on the odometer, whichever occurs first.

USED VEHICLE COVERAGE

POWERTRAIN ☐	STANDARD ☐
HIGH TECH ☐	COMPREHENSIVE ☐

If no coverage box is checked, then POWERTRAIN coverage will apply

TERM

This Policy begins on the Policy Sale Date,and shall end:
_____ Months from the Policy Sale Date, orwhen

_____ Miles have been added to Odometer reading, whichever occurs first.

SAMPLE

DEDUCTIBLE

$0☐ $50☐ $100☑ $200☐

If no Deductible is checked, a standard $50 Deductible will apply.

SURCHARGES

4x4 ☐ Diesel /Turbo/Super Charger ☐ Oversized Tires up to 35" ☐ Oversized Tires up to 37" ☐

Rental Benefit Plus $75/Day ☐ Business Use/Rideshare ☐ Snow Plow ☐

Coverage starts on the and at the Current Odometer Reading listed above, and expires at the earlier of the time and/or mileage of the selected Term, whichever occurs first. The Term of this mechanical breakdown insurance may include all or part of the term of the New Vehicle Limited Warranty or Powertrain Warranty if still in effect. Purchase of this policy is not required in order to purchase or obtain financing for a motor vehicle.

This is a Policy between You and American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH. 43218-2579, Telephone 1-877-778-3450. I hereby acknowledge I have read this entire Policy, including but not limited to, Definitions, Schedule of Coverage, Exclusions, General Provisions, Arbitration, and Policy Holder's Responsibilities.

Signature x [redacted] [redacted] Signature x [redacted]

POLICY HOLDER DEALER'S REPRESENTATIVE

PRIOR AUTHORIZATION MUST BE OBTAINED PRIOR TO THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS.

Please call Toll Free 1-877-793-7123 for Claim Authorization and/or Instructions.

POLICY ADMINISTRATOR
Century Automotive Service Corporation
PO Box 3809 Albuquerque, NM 87190
California License Number:0C88598
TOLL FREE: 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, We, Us and Our: means the Administrator as printed on the Application page, who provides administrative services for this Policy.

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

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

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

Covered Part(s) means the parts and units described under the Schedule Of Coverage and their parts that are original parts or like replacement parts meeting the manufacturer's specification. Original parts are OEM or equivalent parts installed on Your Vehicle at the time of the purchase of Your Vehicle by You, this explicitly excludes any parts related to the enhancement of Your Vehicle's performance, regardless of if the installation of such parts occurred before the purchase of Your Vehicle by You.

Current Odometer Reading means the mileage on Your Vehicle's odometer on the Policy Purchase Date.

Deductible means the amount selected on the Policy Application that You are required to pay per covered repair.

Gray Market Means 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,.

In-Service Date means the date the manufacturer shows as the date the Vehicle was first placed intoservice and the effective date of the Manufacturer's Warranty.

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

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

Limited Powertrain Warranty or LWA means an aftermarket powertrain warranty that covers repairs to powertrain components listed in the schedule of coverage on that warranty.

Manufacturer's Powertrain Warranty means the manufacturer's powertrain warranty provided at no additional cost to You that covers repairs to correct any vehicle defect related to material or workmanship.

Oversized Tires up to 35" means any tire whose diameter is up to 35". If Oversized Tires are installed on the Vehicle prior to the , the speedometer must be recalibrated at time of installation so that speed and mileage readingsremain accurate. You must provide Us with proof of recalibration. If proof of calibration isunavailable, You must provide Us with proof of tire installation was performed by a licensed tire installation facility. If We cannot confirm that the speedometer was recalibrated, We will compute the actual elapsed mileage by multiplying the elapsed mileage as shown on odometer by a correction factor (circumference ofoversize tires divided by the circumference of standard size tires) to determine the actual elapsed mileage.

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

Policy means this this Policy together with the completed Policy Application and Schedule of Coverage that You have purchased to protect Your Vehicle.

Policy Application means the document that must be attached to and forms part of the entire Policy It lists information regarding You, Your Vehicle, Coverage selected, and other vital information.

Policy Purchase Date means the date that You purchased this Policy as listed on the Policy Application.

Reasonable Repair Cost means the customary parts, hourly labor charges, and time required to complete the repair for the Breakdown, which in no case shall exceed the manufacturer's suggested retail price for parts and time / labor allowances as defined in the manufacturer's labor time guide or other nationally recognized parts and labor time guides. In the event that manufacturer or other nationally recognized labor time guides are unavailable, labor time will be limited to current industry standard(s). **We reserve the right to use "like kind and quality" replacements. You must pay for all diagnostic, disassembly, service, repair, and other charges not authorized by Us.**

Schedule of Coverage means the section of this Policy, which lists the Coverage provided to You for Your Vehicle under this Policy.

SAMPLE

Seller means the entity from whom You purchased this Policy and is listed on the Policy Application.
Deductible means the amount You are required to pay, as shown on the Application, per repair visit for covered Breakdowns. You must select one of the available deductible options as Your standard Deductible. If a Deductible is not selected, the default
Snow Plow means the equipment on Your Vehicle to remove snow. The installation of a snow plow must be performed by a licensed installation facility. Snow Plow components not covered.
Term means the term for which Coverage is available under this Policy. The Policy Term begins on the , and expires when the Term listed on the Policy Application page ends, measured from the , or when the Limits of Liability for this Policy have been reached, and/or when any of the termination conditions listed herein have been met, whichever occurs first.
Vehicle means the eligible passenger car, van, sport utility, or light truck (1-ton or less) described on the Policy Application.
You and Your means the Policy Holder listed on the Policy Application

SCHEDULE OF COVERAGE

*Applies to all Coverage levels: For Vehicles with over 125,000 miles on the odometer , sealsand gaskets are covered only in conjunction with a covered repair.

POWERTRAIN

ENGINE: Internally Lubricated Parts contained within the Engine, including Pistons, Piston Rings and Pins, Connecting Rods, Connecting Rod Bearings; Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain, Timing Gears, Rocker Arms, Rocker Shafts, Rocker Bushings, Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Seals, Valve Retainers, Push Rods, and Oil Pump. Water Pump, Dipstick and Tube, Harmonic Balancer, Oil Pan, Timing Chain Cover, Intake and Exhaust Manifolds, Valve Covers, Engine Mounts, Cylinder Block and Cylinder Head(s).
HYBRID / EV SYSTEM: Battery coolant pump, Battery cooling fan motor, Hybrid generator, EV Motor, Input damper and inverter/convertor, EV battery.
TURBO CHARGER/SUPER CHARGER (factory installed only): Internally Lubricated Parts contained within Housing, plus: Housing.
TRANSMISSION (Automatic or Standard): Internally Lubricated Parts contained within the Transmission Case, and the Torque Converter, Vacuum Modulator, Transmission Mounts, Oil Pan and Transmission Case.
TRANSFER CASE: Internally Lubricated Parts contained within the Transfer Case and the Transfer Case.
DRIVE AXLE (Front and Rear): Internally Lubricated Parts contained within the Drive Axle, plus; Locking Hubs, Drive Shafts, Universal Joints, Constant Velocity Joints (unless failure was caused by torn/contaminated C.V. Boot) and Axle Bearings, Oil Pan and Drive Axle Case.
SEALS and GASKETS: Stand Alone Seals and Gaskets are covered for all components listed in POWERTRAIN.*
NOTE: Any part not specifically listed above is not covered.

STANDARD (Includes all components listed in POWERTRAIN)

AIR CONDITIONER: Compressor, Compressor Clutch and Pulley, Condenser, Evaporator, Idler Pulley and Idler Pulley Bearing.The following parts are also covered if required in connection with the repair of a covered part listed above: Accumulator/Receiver Dryer, Orifice Tube, Oil and Refrigerant, Expansion Valve, POA Valve, and Hi-Low Pressure Cut off Switch.
FRONT SUSPENSION: Upper and Lower: Control Arms, Control Arm Shafts and Bushings; Upper and Lower Ball Joints; KingPins and Bushings; Stabilizer Shaft Linkage and bushings, Spindle and Spindle Supports.
STEERING: Internally Lubricated Parts contained within the Steering Gear Box; Power Cylinder, Rack and Pinion Gear, and Power Steering Pump, Plus: Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; Upper and Lower Steering Column Shafts andCouplings, and Steering box and Rack & Pinion Gear Housings.
BRAKES: Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster (excluding Hydro Boost system), Disc Brake Calipers; Wheel Cylinders; Compensating Valve; Metal Hydraulic Lines & Fittings.
ELECTRICAL: Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive, Wiper Motor(s), Wiper Motor Relay(s) and Delay Switch(es), Manually operated switches and Wiring harnesses.
SEALS and GASKETS: Stand Alone Seals and Gaskets are covered for all components listed in STANDARD.*
NOTE: Any part not specifically listed above is not covered.

HIGH TECH;
(Includes all components listed in POWERTRAIN & STANDARD)

ADDITIONAL ELECTRICAL: Power Window Motors/Regulators, Power Seat Motor, Convertible Top Motor (excluding Regulators and Frame), Power Sunroof Motor (excluding Regulators and Frame), Power Door Lock Actuator, Power Antenna Motor, Digital/Analog Instrument Cluster; Mileage Computer; Electronic Combination Entry System; Computerized Timing Control Units; Electronic Cruise Control Module.
ABS BRAKES: Hydraulic Control Unit; Electronic Control Processor; Wheel-Speed Sensors/Exciters; Hydraulic Pump/Motor Assembly.

SAMPLE

FRONT AND REAR SUSPENSION: MacPherson Struts; Shackle and Eye Shafts and Bushings; Torsion Bars and Bushings;Wheel Bearings and Seals; Automatic Leveling Unit Compressor, Sensor and Limiting Valve.
COOLING: Radiator; Fan and Fan Clutch; Engine Cooling Fan Motor; and Heater Core; Thermostat.
FUEL SYSTEM: Electronic Fuel Injection Sensors; Control Units; Electronic Fuel Delivery Pump; and Injectors; Vacuum Pump;Throttle Position Sensors; Oxygen Sensor; and Metal Fuel Delivery Lines.
AIR CONDITIONER: Expansion Valve; Dryer Tank; Accumulator; POA Valve; Hi-Low Pressure Cut-off Switch; Ducts and Outlethoses (Interior); Automatic Temperature Control Programmer.
INTERIOR/EXTERIOR: Glove Box Door and Hinge; Manually operated Seat Tracks; Interior and Exterior Door Handles; DoorHinges; Map/Courtesy Light Assembly (not bulbs); Hood, Rear Hatch and Trunk Gas Shocks.
SEALS and GASKETS: Stand Alone Seals and Gaskets are covered for all components listed in HIGH TECH.*
NOTE: Any part not specifically listed above is not covered.

COMPREHENSIVE.

If You selected COMPREHENSIVE Coverage, this Policy will cover necessary repairs to ALL of Your Vehicle's mechanical and electrical parts, except for those items listed under the "EXCLUSIONS" section of this Policy.

ADDITIONAL BENEFITS

(Additional Benefits are not subject to Your Deductible)

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

RENTAL CAR BENEFIT:
During the time when Your Vehicle is being repaired at a Licensed Repair Facility for the failure of a Covered Part, You may qualify for rental car reimbursement of up to $50 per day, with a 5-day maximum, not to exceed $250 per occurrence. . If You elected the Rental Benefit Plus surcharge on the Policy Application and Your repair is covered, You will receive a rental car reimbursement of up to $75 per day, with a 5-day maximum not to exceed $375. The rental vehicle must be rented from Licensed Repair Facility, or from a licensed auto rental facility. Rental car reimbursement will not continue beyond the day that repairs are completed and You are notified of the completion. Rental car reimbursement will not be extended for delays caused by the Licensed Repair Facility.

TRIP INTERUPTION
In the event of a Breakdown occurring more than 100 miles from Your home and caused by a partcovered by this Policy. You may receive up to $100.00 per day for up to a maximum of 3 days for meals and lodging. Receipts must be provided from licensed lodging locations and restaurants to qualify.

SAMPLE

EXCLUSIONS

I. This Policy does not provide Coverage for Your Vehicle when the Breakdown or condition existed prior to the commencement of this Policy (pre-existing conditions) or, including, but not limited to: Accessory Drive Belts; Batteries; Body Panels; Brake Linings, Pads and Shoes, Rotors and Drums; Bumpers; Carpet; Clutch Friction Disc and Pressure Plate; Dash Cover and Pad; Door Trim, Handles, and Fabric; Filters; Fluids; Glass (Including windshields); Headliner; Heating Hoses, Lines and Tubes; Hinges; Hybrid Battery Plug Assembly;; Hybrid Vehicle Relay Assembly; Interior and exterior Trim and Moldings (including but not limited to Cup Holders, Ash Trays, Covers, and Vents); Lamps (Brake Light, Back-up, Fog Light, Side Marker, and Turn Signal Light Assemblies); Light Bulbs; LED's; Laser Lights and Headlight Assemblies, Nuts, Bolts, Clips Retainers, and Fasteners; Paint; Rust and Corrosion Damage; Seat Covers; Sheet Metals; Shiny Metals; Spark Plugs; Structural Framework and Welds; Tires; Vacuum Hoses, Lines & Tubes; Weather Stripping; Wheels and Rims; Windshield Wiper Blades (Rubber Component). Filters, Lubricants, Coolants, Fluids and Refrigerants will be covered only if replacement is required in connection with a Breakdown.

II. IN ADDITION, THIS POLICY DOES NOT APPLY TO LOSSES CAUSED BY OR RESULTINGFROM:

- **A.** There Is No Coverage Available, And We Will Not Pay For Costs To Repair Or Replace Covered Components Become Damaged Due To Or Related To: Abnormal Wear; Acts Of God; Aesthetic Damage (Including But Not Limited To Scratches, Paint Deterioration, Dents, Nicks, Normal Wear And Tear); Damage Caused By Or Related To Animals (Including Pets); Collision And/Or Accident; Fire; Flood; Leaking Fluids, Fuels, Coolants, Contamination Of Fluids, Lubricants; Lack Of Oil Viscosity, Sludge, or Restricted Oil Flow; Mischief; Misuse; Natural Disaster Or Acts Of Nature; Neglect; Overloading; Overheating; Riot/Civil Commotions; Vandalism; Or Water Intrusion.
- **B.** Any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule or this Policy for Your Vehicle, or improper servicing by You after the purchase date of this Policy. For any Breakdown considered overheating or failure to protect Your

Vehicle from further damage when Breakdown has occurred (Continued Operation).

C. Any repair or replacement of any covered part if a Breakdown has not occurred. Gradual reduction in operating performance is not covered unless it exceeds the published tolerances allowed by the manufacturer. Valves, valve guides, valve seals, and/or piston rings are not covered if the purpose of such is simply to raise the engine's compression, performance, or to reach acceptable oil consumption.

D. Except for vehicles with such factory equipment as documented on the application at the time of vehicle purchase, if any alterations have been made to Your Vehicle, or if You are using or have used Your Vehicle in a manner not recommended by the manufacturer including, but not limited to, the failure of any custom or add-on– part, trailer hitches, emissions and/or exhaust systems modifications, engine modifications, transmission modification and/or drive axle modifications; all frame or suspension modifications lift kits, or oversized/undersized tires (unless the appropriate surcharge is indicated on the Application of this Policy, the appropriate associated cost, and the required documentation has been collected by Us prior to the time of claim).

E. If Your odometer has ceased to operate or the odometer has been altered in any way and mileage on the odometer cannot be verified. or property damage, physical damage, or for injury to or death of any person, arising out of the operation, maintenance or use of Your Vehicle, described in this Policy, whether or not related to the parts covered.

F. 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 another 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 Policy), or a repairer's guarantee warranty. Further, Coverage under this Policy is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins. If a Manufacturer provides notice in which they will pay for covered repairs after We had authorized such repair, We will retain the additional rights of recovery against You. We shall be subrogated to all Your rights of recovery against any person or organization and You shall do whatever is necessary to secure such rights. You shall do nothing to prejudice such rights.

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 Commercial Use, competitive driving, taxi or livery, or snow plowing (unless a Snow Plow surcharge is indicated on the Application of this Policy). 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 or if the information provided by you can be verified as 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. Any Breakdown caused by Non-Covered components. Any Non-Covered components which are damaged in conjunction with a Breakdown of a Covered Component.

N. Repairs, retrofit, or replacement of any components required as an order for compliance by any local, state or federal law or legislation.

O. Vehicles designed to use fuels other than gasoline or diesel fuels or Vehicles designed to use multiple fuels individually or in combination are NOT covered under this Warranty.

P. All components of the covered vehicle must be functioning properly at time of sale of the covered vehicle and this Policy. If any components are not functioning properly at time of sale of the covered vehicle and this Policy, those will be deemed Pre-Existing Conditions. PRE-EXISTING CONDITIONS ARE NOT COVERED UNDER THIS POLICY. Any Breakdown of a Covered Component caused by a Pre-Existing Condition of a non-covered component, is not covered under this Policy. Pre-Existing Conditions may be determined via a third party inspection at the time of loss or breakdown, if deemed necessary by the Administrator.

Q. Gray Market vehicles or any vehicles with a salvages or branded title.

GENERAL PROVISIONS

This Policy, is between You and American Commerce Insurance Company, and is subject to all the Terms and Conditions contained herein:

This Policy is Non-Renewable.

POLICY PERIOD

This Policy will end, terminate or lapse when the first of the following conditions have been met:

(a) the Policy terminates per the Term selected on the Policy Application page and further described by Coverage type below;

(b) when You no longer own the Vehicle and this Policy has not been transferred per the transfer terms

SAMPLE

contained herein. In the event that You no longer own the Vehicle, no refund shall be due unless this Policy is cancelled 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 Policy is voided in respect to odometer failure or odometer tampering. Selected associated Coverage under this Policy may become void and Coverage will no longer be available for any components which may be effected by (a) improper or incorrect repairs or maintenance; (b) alterations and/or modifications to Your Vehicle in a manner not recommended by the manufacturer.

1. **NEW Vehicle Coverage** begins at 0 miles and on the Policy Purchase Date as shown on the Policy Application and expires when measured from 0 miles, or from the Policy Purchase Date, whichever occurs first.
2. **USED Vehicle Policy Coverage** begins at the Current Odometer Reading and on the Policy Purchase Date as shown on the Policy Application. Used Vehicle Policy Coverage expiration is measured in time from the Policy Purchase Date or from the Current Odometer reading of the Vehicle on the Policy Purchase Date, whichever occurs first.
3. This Policy will end, terminate and lapse when You sell Your Vehicle and no refund shall be due unless it is canceled as described in this Policy.

COVERAGE

The Coverage afforded You for Your Vehicle is determined by the Coverage description section on the Policy Application and more fully described in the Schedule of Coverage in this Policy. 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 for non-covered Breakdowns and/or Failures)**, listed in the Schedule of Coverage which causes a Breakdown, provided You contact Us for authorization prior to any such repair or replacement being made to Your Vehicle, except as described in the Emergency Repairs section. **Covered repairs 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 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 Policy 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 Policy Holder, (i.e. this Policy was transferred to You under the Transfer Provisions contained herein), the total of all benefits payable under this Policy 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 Policy, You will be required to pay a Deductible. To determine the amount of the Deductible that applies, see the Deductible entry in the Coverage information section shown on the Policy Application. The maximum Deductible amount You will be required to pay for each repair visit is the Deductible selected on the Policy Application. A Deductible payment is only required for a Breakdown that is listed in the Schedule of Coverage.

TRANSFERRING COVERAGE

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

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

We have 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 Policy. This Policy 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.

SAMPLE

CANCELLATION BY YOU

You may cancel this Policy at any time by notifying Us in writing of Your intent to cancel.

1. If the Lienholder requires this Policy to be cancellable, then the Policy is cancellable at the request of the Lienholder.
2. In the event, of a valid repossession or total loss of Your Vehicle, the rights under this Policy shall immediately transfer to the Lienholder.
3. If You default in repayment obligations to the Lienholder, the Lienholder reserves the right to attain the rights under this Policy to the Lienholder. In the event of cancellation, the Lienholder shall be entitled to any resulting refunds.
4. If cancellation is requested by You or by the Lienholder and such a cancellation results in a refund, the refundshall be calculated as follows:
    a. You or the Lienholder must send uS a copy of this Policy and a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle on the date of the request. In the event, Your cancellation is a result of You trading-in Your Vehicle and there is a Lienholder listed on the Policy Application page You must also provide Us with a copy of Your pay-off document provided from Your Lienholder. The cancellation process for Your request will not be initiated until We receive the pay-off document.
    b. If this Policy is cancelled within the first 30 days and no claims have been filed, a refund of the full Policy Purchase Price shall be refunded. If this Policy is cancelled after the first 30 days or if a claim has been filed, the refund amount, less a cancellation fee, will be determined by multiplying the amount You paid for this Policy by the lesser of the ratio determined by:
        i. The number of in-force days remaining for the Policy compared to the original Term of the Policy, or
        ii. The miles of remaining coverage under the Policy as compared to the original terms of the Policy.
    c. In the event of a cancellation, We may retain a cancellation fee not to exceed fifty dollars $50.

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 Y our Vehicle, the refund amount,I will be paid to You.

CANCELLATION BY US

Cancellation by the US: This Policy is non-cancelable by US.

OUR RIGHTS TO RECOVER PAYMENT –

If You have a right to recover against another party for anything We have paid under this Policy, Your rights shall become Our rights. We shall recover only the excess after You are fully compensatedfor Your Loss.

ARBITRATION

If You and We fail to agree on any matter concerning this Policy, each must demand in writing fromthe other that the matter be arbitrated. You and We shall each select an arbitrator and the two arbitrators shall select a third arbitrator. The decisions of any two of the three arbitrators is final and will be binding upon You and Us. Venue will benear Your residence.

TERRITORY

This Policy applies to repairs made within the United States of America and Canada.by a Licensed Repair Facility- We reserve the right to have the Vehicle repaired at a LicensedRepair Facility of its choice.
PAYMENT/REIMBURSEMENT: During the effective term of this Policy the Administrator will pay (reimburse) You, less any applicable deductible, the cost of necessary and completed authorized repairs.

YOUR RESPONSIBILITY

PROOF OF MAINTENANCE LOG

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

MAINTENANCE REQUIREMENTS

You must have Your Vehicle checked and serviced in accordance with the manufacturer’s

SAMPLE

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

FILING A CLAIM AND WHAT TO DO IF YOU NEED REPAIRS FOR A COVERED BREAKDOWN:

PAYMENT AND/OR REIMBURSEMENT FOR A COVERED REPAIR WILL NOT BE AVAILABLE UNTIL WE HAVE RECEIVED FULL PAYMENT FOR THIS POLICY FROM THE SELLER.
If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

(1) Prevent Further Damage – Take immediate action to prevent further damage to Your Vehicle. This Policy will not cover the damage caused for failure to secure prompt repair of the failed covered component. Any damage resulting from continued operation of an impaired Vehicle will constitute failure to protect Your Vehicle and will not be covered under this Policy.

(2) Call Us at 1-877-793-7123: Call for instructions BEFORE You deliver Your Vehicle to any Licensed Repair Facility.

(3) Provide the Licensed Repair Facility with a Copy of Your Policy, and/or Your Policy Number and Our telephone number.

(4) Obtain Authorization from Us– Prior to teardown or any repair being made, instruct the Service Advisor at the Licensed Repair Facility to contact Us to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered. We can be contacted Monday through Friday, 6:30 a.m. to 6:00 p.m. or Saturday from 8:00 a.m. to 1:00 p.m. Mountain Standard Time at 1-877-793-7123.

(5) Authorize Diagnostics and/or Inspection –In some cases, You may need to authorize the repair facility to inspect and/or teardown Your Vehicle in order to determine the cause and the cost of the repair. You will be responsible for these charges if the failure or component is not covered under this Policy. 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 Policy, You will be responsible for these costs. We reserve the right to require an inspection of Your Vehicle prior to any repairs being made. IF WE REQUEST AN INSPECTION AND REPAIRS ARE MADE PRIOR TO THE COMPLETION OF AN INSPECTION, YOUR CLAIM MAY BE DENIED. YOUR CLAIM MAY BE DENIED IF WE ARE UNABLE TO VERIFY A FAILURE HAS OCCURRED AND/OR THE CAUSE OF A FAILURE. DO NOT AGREE TO HAVE REPAIRS PERFORMED UNDER THE TERMS OF THIS POLICY UNLESS YOU OR THE LICENSED REPAIR FACILITY HAS RECEIVED AN AUTHORIZATION NUMBER FROM US.

(6) Review Coverage – After We have been contacted, review with the Service Advisor or Manager what will be covered by this Policy. YOU MUST SIGN THE COMPLETED REPAIR ORDER.

(7) Pay Any Applicable Deductible – We will reimburse the Licensed Repair Facility or You for the cost of work performed on Your Vehicle that is covered by this Policy and previously authorized, less any Deductible. Once authorization is obtained, and the repair is complete, all repair orders and documentation must be submitted to Us within 30 days to be eligible for timely payment. You must also pay for any repair or service that was not covered by this Policy (Including, but not limited to, shop supplies such as cleaners, rags, solvents, etc.).

EMERGENCY REPAIRS (non-business hours only): Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Policy are required outside the Our hours, You should deliver Your Vehicle to a Licensed Repair Facility and have the necessary repairs performed. On the next business day, You should report the repairs to the Us for reimbursement.

PRIOR AUTHORIZATION MUST BE OBTAINED PRIOR TO THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS.

Please call Toll Free 1-877-793-7123 for Claim Authorization and/or Instructions.

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SPECIAL STATE REQUIREMENTS AND DISCLOSURES

If this Policy was purchased in any of the following states, the Policy is amended as indicated after each state. We make 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 Policy, State Law will take precedence over the terms and conditions of this Policy.

CALIFORNIA: The Cancellation by You provision is deleted and replace with the following: You may cancel this Policy at any time by notifying Us in writing of Your intent to cancel. If this Policy is canceled within the 60 and no claims have been filed, We will refund the entire Policy Purchase Price.. If You cancel this Policy after the first 60 days, We may retain a cancellation fee not to exceed 10% percent of the price of the Policy or $25.00, whichever is less. If this Policy is canceled after the first 60 days or a claim has been filed, Your refund will be determined by multiplying the amount You paid for this Policy by the lesser of the ratio determined by the number of in-force days remaining for the Policy compared to the original term of the Policy, or the miles of remaining coverage under the Policy as compared to the original terms of the Policy. If there is no lien holder, the calculated refund will be paid to You. If there is a lien holder, the calculated refund will be paid to the lien holder.

The Notice to Consumers provision is amended to include the following: In the event of a claim arising in California, the proper venue for litigation shall be in California.

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

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PRIVACY STATEMENT - CALIFORNIA

This PRIVACY NOTICE FOR CALIFORNIA RESIDENTS supplements the information contained in the Privacy Statement of Century Automotive Service Company and its subsidiaries (collectively, "we," "us," or "our") and applies solely to customers, contract holders, visitors, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 ("CCPA") and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

We collect information that identifies, relates to, describes, references, is capable of being associate with, or could reasonably be linked, directly or indirectly, with a particular consumer ("personal information"). In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Purposes
A. Identifiers.*	A real name, customer name, customer postal address, customer phone number, vehicle information, email address.	To: make contact with you when you are our customer or employee; conduct customer or employee needs assessments; improve the quality of products and services we deliver to customers and employees; build statistical models; process employee payroll; administer and maintain employee benefits including health insurance, 401K and/or retirement plans; and effectively manage and support employees throughout the hiring, onboarding, employment, and post-employment phases of their relationship with us, including to conduct background checks to ensure that employees satisfy company policies required to carry out their duties.
B. Personal Information categories listed in the California Customer Records statute (Cal. Civ. Code §1798.80(e).*	A name, signature, address, telephone number, and claims information. Some personal information included in this category may overlap with other categories.	To: make contact with you when you are our customer or employee; conduct customer or employee needs assessments; improve the quality of products and services we deliver to customers and employees; build statistical models; process employee payroll; administer and maintain employee benefits including health insurance, 401K and/or retirement plans; and effectively manage and support employees throughout the hiring, onboarding, employment, and post-employment phases of their relationship with us, including to conduct background checks to ensure that employees satisfy company policies required to carry out their duties.
C. Commercial Information.*	Records of personal property, products or services purchased, obtained or considered.	To: Conduct any claim or question from our customer.
D. Professional or employment-related information.*	Current or past job history or performance evaluations.	During the hiring process, we conduct background checks on prospective employees before finalizing an offer of employment.
E. Non-public education information.*	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	During the hiring process, we conduct background checks on prospective employees before finalizing an offer of employment. Such background checks may include requesting non-public education information.
F. Inferences drawn from other personal information.*	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	During the hiring process of prospective employees, and periodically with current employees, we may conduct personality and/or leadership assessments.

*In the past twelve (12) months, we have disclosed one or more data types in the following categories of Personal Information for a business purpose.

We obtain the categories of personal information listed above from the following categories of sources: • Directly from our clients or their agents. For example, from documents that our clients provide to us related to the services for which they engage us; and • Indirectly from our clients or their agents. For example, through information we collect from our clients in the course of providing services to them and their consumers.

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Personal information does not include: • publicly available information from government records; • de-identified or aggregated consumer information; and Information excluded from the CCPA's scope, such as: 1. health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; and 2. personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We share your personal information with the following categories of third parties: • industry regulators, law enforcement agencies or other governmental authorities; • anti-fraud organizations; • third parties who assist us in processing the transactions authorized by you and in providing services to us and to you; • companies within the MAPFRE Insurance group; • your insurance agent or broker (if applicable); • third parties with whom we have joint marketing Policys in order to market our products; • third parties who help us conduct research and analyze data to improve our products and services; • attorneys or other authorized persons in connection with matters in litigation, as required by subpoenas and court rules and orders; • our attorneys, accountants, and auditors; and • other such parties as are specifically permitted or required by law.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following business purposes: • to provide you with information, products or services that you request from us; • to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections; • as necessary or appropriate to protect the rights,

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property or safety of us, our clients or others; and • to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations. We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice. In addition, the information may also assist us with managing our business including but not limited to: maintaining business continuity plans, conducting internal audits, building actuarial and statistical models, and fulfilling various legal requirements, or to perform obligations under an existing contract with You.

We do not sell your information. We limit access to your personal and privileged information to those persons who need to know it to perform their jobs and to provide service to you, and as required or permitted by law.

Your Right to Know

Pursuant to the Californian Consumer Privacy Act ("CCPA"), you have the right to know of the categories of personal information we collect, and the purposes for which the categories of personal information are used. You also have a right to know of the categories of personal information that we have disclosed about you to another party for a business purpose.

Your Right to Access

As a California resident, you have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your *Verifiable Consumer Request*, we will disclose to you: • the categories of personal information we collected about you; • the categories of sources for the personal information we collected about you; • our business or commercial purpose for collecting that personal information; • the categories of third parties with which we share personal information; and • the specific pieces of personal information we collected about you (also called a data portability request).

Deletion Request Rights

As a California resident, you have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your *Verifiable Consumer Request*, we will delete your personal information from our records, unless an exception applies.

Your Right to Opt Out

California law requires businesses that sell personal information to third parties to provide consumers with the right to opt-out of that business selling their personal information to third parties. We do not sell personal information to third parties.

Your Right to Non-Discrimination

We do not discriminate against you for exercising any of your CCPA rights. Unless otherwise permitted by California law, we will not: • deny you goods or services for which you are eligible; • charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties; • provide you a different level or quality of goods or services; and • suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time. We do not currently provide any financial incentives to consumers.

Verifiable Consumer Requests

If you would like to request additional information on the personal information, we collect about you or if you would like to request that we delete all applicable personal information about you, please submit a Verifiable Consumer Request through one of the following channels: • calling Century Automotive Service Corporation at 888-338-0389 extension 77199; • email a Request at: consumerprivacyinfo@centuryservicecorp.com; or • writing to Century Automotive Service Corporation, P.O. Box 3809, Albuquerque, NM 87180-0389.

Under California law we are required to verify your identity before granting your right to access or delete personal information about you. Only you or a person registered with the California Secretary of State that you authorize to act on your behalf may make a verifiable consumer request related to your personal information. You may only make a verifiable consumer request for access of data portability twice within a twelve (12) month period. The verifiable consumer request must: • provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative; and • describe your request with sufficient detail that allows us to properly understand, evaluate and respond to it. We do not charge a fee for this process unless a request is deemed excessive, repetitive, or manifestly unfounded. WE CANNOT RESPOND TO YOUR REQUEST OR PROVIDE YOU WITH PERSONAL INFORMATION IF WE ARE UNABLE TO VERIFY YOUR IDENTITY OR AUTHORITY TO MAKE THE REQUEST AND CONFIRM THE PERSONAL INFORMATION RELATES TO YOU.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this notice, we will post the updated notice on this website page and update the notice's effective date.

IF YOU HAVE ANY DIFFICULTY READING THIS NOTICE, YOU MAY CALL US TOLL FREE AT 888-338-0389 extension 77199 SO WE MAY ASSIST YOU.

CCPA EFFECTIVE DATE: January 1, 2020
PRIVACY STATEMENT LAST REVISED DATE: March 1, 2021

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