CENTURY SERVICE PLUS

VEHICLE SERVICE AGREEMENT

ADMINISTRATOR
Century Automotive Service Corporation
PO Box 3809 Albuquerque, NM 87190
California License Number:0C88598
TOLL FREE: 1-888-338-0389

APPLICATION / TERMS & CONDITIONS

1. PURCHASER *MK4* **CONTRACT NO:** [redacted]

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

2. COVERED VEHICLE

VIN [redacted]	Odometer reading on the Agreement Sale Date [redacted]	Vehicle Class [redacted]
YEAR [redacted] MAKE [redacted] MODEL [redacted]	ORIGINAL DATE OF IN-SERVICE [redacted]	VEHICLE PURCHASE PRICE [redacted]

3. SELLING DEALER

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

4. VEHICLE SERVICE AGREEMENT (VSA) Roadside Service and Mechanical Breakdown Rental Car apply to all levels of coverage

NEW VEHICLE COVERAGE

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

NEW VSA	CERTIFIED WRAP PLUS	LWA WRAP PLUS
☐ Term may exceed the MPW term.	☐ Term may exceed the MPW term.	☐ Term may exceed the LPW term.

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 Agreement begins on the Agreement Sale Date, and shall end:

[redacted] Months from the Agreement Sale Date, or when

[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 Agreement begins on the Agreement Sale Date, and shall end:

_____ Months from the Agreement Sale Date, or when

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

5. VEHICLE SERVICE AGREEMENT DEDUCTIBLE OPTIONS

$0☐ $50☐ $100☑ $200☐ Disappearing Deductible: $50☐ $100☐ $200☐

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

6. AGREEMENT PRICE [redacted]

7. SURCHARGE

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

Business Use/Rideshare ☐ Snow Plow ☐ Gray Market Vehicle *(see Ineligible Vehicles on Page 5)* ☐

8. AGREEMENT SALE DATE MO/ DAY/YR [redacted]

9. LIENHOLDER NAME AND ADDRESS [redacted]

ADMINISTRATOR OBLIGOR: Century Automotive Service Corporation, PO BOX 3809, Albuquerque, NM. 87190-3809, 1-888-338-0389. This is a Contract between You and the Administrator Obligor. The Administrator Obligor's performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH. 43218-2579, Telephone 1-877-778-3450. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, you may file a claim with American Commerce Insurance Company at the address listed above.

I hereby acknowledge I have read this entire Agreement, including but not limited to, Definitions, Schedule of Coverage, Exclusions, General Provisions, Arbitration, and Agreement Holder's Responsibilities.

Purchase of this coverage is not required to obtain financing or to register a motor vehicle. **THIS AGREEMENT IS NOT AN INSURANCE POLICY:** It is a **Vehicle Service Agreement** between **You** and the **Administrator**.

SIGNED BY X [redacted] [redacted] SIGNED BY X [redacted]

PURCHASER 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.

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

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

SAMPLE

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YEAR [redacted] MAKE [redacted]	MODEL [redacted]	ORIGINAL DATE OF IN-SERVICE [redacted]	VEHICLE PURCHASE PRICE [redacted]

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USED VEHICLE COVERAGE

POWERTRAIN ☐	STANDARD ☐
HIGH TECH ☐	COMPREHENSIVE ☐

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Business Use/Rideshare ☐ Snow Plow ☐ Gray Market Vehicle *(see Ineligible Vehicles on Page 5)* ☐

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MO/ DAY/YR [redacted]

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SIGNED BY X [redacted] DEALER'S REPRESENTATIVE

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

SAMPLE

DEFINITIONS

Throughout this **Service Agreement** certain words and phrases are used that have special meanings. These terms appear in **boldface type**. Their meanings are listed below:

Administrator means the **Administrator** as printed on the **Application** page, who provides administrative services for this **Service Agreement**.

Agreement, Service Agreement, or Vehicle Service Agreement means this **Vehicle Service Agreement** document together with the completed **Application** and **Schedule of Coverage** that **You** have purchased from **Us** to protect **Your Vehicle**.

Agreement Sale Date means the date that **You** purchased this **Agreement**.

Agreement Sale Mileage means the mileage on **Your Vehicle's** odometer on the **Agreement Sale Date.**

Agreement Term means the term for which **Coverage** is available under this **Agreement.** The **Agreement Term** begins on the **Agreement Date,** and expires when the **Term** selected on the **Application** page of this **Agreement** ends, measured from the **Agreement Date,** or when the **Limits of Liability** for the **Agreement** have been reached, and/or when any of the termination conditions listed herein have been met, whichever occurs first.

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

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

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

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

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.**

Dealer, Issuing Dealer, and Selling Dealer means the automobile dealership or lessor from whom **You** purchased or leased **Your Vehicle** and is referred to as the **Issuing Dealer** or **Selling Dealer** in the **Application** section of this **Agreement.**

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 **Deductible** indicated on the **Application** will apply. If you have selected a Disappearing **Deductible** that means you will not pay a **Deductible** amount on a covered repair as long as the vehicle is brought back to the Selling Dealer if taken to any other repair facility the **Deductible** on the Application will apply.

Gray Market Any import vehicle that has not been originally manufactured to U.S. specifications, and/or has been imported through means other than factory authorized importer or distributor, commonly known as "**Gray Market**" automobiles. Canadian vehicles that have been updated to follow U.S. specifications are allowed with the appropriate "**Gray Market**" surcharge paid for on the application page.

In-Service Date or **Date of In-Service** means the date the manufacturer shows as the date the **Vehicle** was first placed into service 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 were designed 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 or MPW means the manufacturer's powertrain warranty provided at no additional cost to **You** that covers repairs to correct any covered vehicle defect related to material or workmanship.

Obligor means the **Obligor** as printed on the **Application** page, who is obligated to perform under this **Service Agreement**.

Oversized Tires up to 35" (Lift Kit) means any tire whose diameter is up to 35". If **Oversized Tires** are installed on the Vehicle prior to the sale of this **Agreement**, the speedometer must be recalibrated at time of installation so that speed and mileage readings remain accurate. **You** or **Your Issuing Dealer** must provide **Administrator** with proof of recalibration. If proof of calibration is unavailable, **You** or **Your Issuing Dealer** must provide **Administrator** with proof of tire installation performed by a licensed installation facility. If **Administrator** cannot confirm that the speedometer was recalibrated, **Administrator** will compute the actual elapsed mileage by multiplying the elapsed mileage as shown on odometer by a correction factor (circumference of oversize tires divided by the circumference of standard size tires) to determine the actual elapsed mileage. This includes any lift kit included as part of the oversized tires indicated (excluding leveling kits up to 3" inches).

Oversized Tires up to 37" (Lift Kit) means any tire whose diameter is over 35" and up to 37". If **Oversized Tires** are installed on the Vehicle prior to the sale of this **Agreement**, the speedometer must be recalibrated at time of installation so that speed and mileage readings remain accurate. **You** or **Your Issuing Dealer** must provide **Administrator** with proof of recalibration. If proof of calibration is unavailable, **You** or **Your Issuing Dealer** must provide **Administrator** with proof of tire installation performed by a licensed installation facility. If **Administrator** cannot confirm that the speedometer was recalibrated, **Administrator** will compute the actual elapsed mileage by multiplying the elapsed mileage as shown on odometer by a correction factor (circumference of oversize tires divided by the circumference of standard size tires) to determine the actual elapsed mileage. This includes any lift kit included as part of the oversized tires indicated (excluding leveling kits up to 3" inches).

Reasonable Repair Cost means the customary parts, hourly labor charges, and time required to complete the repair for the **Covered Failure**, which in no case shall exceed the manufacturer's suggested retail price for parts and time / labor allowances as defined in the manufacturer's labor time guide or other nationally recognized parts and labor time guides. 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 (unless where prohibited by State, refer to the state disclosures). **You** must pay for all diagnostic, disassembly, service, repair, and other charges not authorized by **Us**.

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

Snow Plow means the equipment on **Your Vehicle** to remove snow. The installation of this snow plow must be performed by a licensed installation facility. **Snow Plow** components not covered.

SAMPLE

Vehicle, Your Vehicle means the eligible passenger car, van, sport utility, or light truck (1-ton or less) described in the **Application** section of this **Agreement**.
We, Us, Ours means the entity who is obligated to perform under this **Agreement,** as identified on the **Application** as "**Administrator**."
You, Agreement Holder, and Your means the purchaser of the **Vehicle** described in the **Application** section of this **Agreement**, or the person to whom this **Agreement** was properly transferred pursuant to the Transfer terms contained herein.

SCHEDULE OF COVERAGE

***Applies to all Coverage levels: For Vehicles with over 125,000 miles on the odometer at time of agreement sale, seals and 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; King Pins 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 and Couplings, 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; NEW VSA HIGH TECH; CERTIFIED WRAP PLUS HIGH TECH OR LWA WRAP PLUS HIGH TECH; (Includes all components listed in POWERTRAIN & STANDARD)

If **You** selected **NEW VSA HIGH TECH, CERTIFIED WRAP PLUS HIGH TECH,** OR **LWA WRAP PLUS HIGH TECH Coverage**, this **Agreement** will cover necessary repairs to the parts listed below, except for those items specifically listed under **"EXCLUSIONS"** in this **Agreement**. This **Coverage** also **EXCLUDES all components listed under POWERTRAIN Coverage during the time that the Factory Powertrain Warranty or Limited Powertrain Warranty is effective.** After the **Factory Powertrain Warranty** or **Limited Powertrain Warranty** expires **Coverage** under this **Agreement** shall become effective for components listed under POWERTRAIN **Coverage** and **Coverage** expires per the terms described in the **Agreement Terms** section contained herein. **NEW VSA HIGH TECH, CERTIFIED WRAP PLUS HIGH TECH,** and **LWA WRAP PLUS HIGH TECH Coverages are non-transferable unless the Factory or Limited Powertrain Warranty is transferable, has been transferred.** For **LWA WRAP PLUS only**, **You must also provide Administrator with proof of transfer of the Limited Powertrain Warranty at the time of transfer of this Agreement. If the Factory or Limited Powertrain Warranty has expired at or before the time of transfer, You may transfer this Agreement per the transfer provisions contained herein.**

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.
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 Outlet hoses (Interior); Automatic Temperature Control Programmer.
INTERIOR/EXTERIOR: Glove Box Door and Hinge; Manually operated Seat Tracks; Interior and Exterior Door Handles; Door Hinges; 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.

SAMPLE

COMPREHENSIVE; NEW VSA COMPREHENSIVE: CERTIFIED WRAP PLUS COMPREHENSIVE or LWA WRAP PLUS COMPREHENSIVE.

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

If **You** selected **NEW VSA COMPREHENSIVE: CERTIFIED WRAP PLUS COMPREHENSIVE,** OR **LWA WRAP PLUS COMPREHENSIVE Coverage**, this **Agreement** will cover necessary repairs to ALL of **Your Vehicle's** mechanical and electrical parts, except for those items listed under **"EXCLUSIONS"** in this **Agreement**. **This Coverage also excludes all components listed under POWERTRAIN Coverage during the term that the Factory Powertrain Warranty or Limited Powertrain Warranty covers those items.** After the **Factory Powertrain Warranty** or **Limited Powertrain Warranty** expires this **Agreement** will then cover those items (**except any as listed under "Exclusions" in this Agreement**) per the terms described in the **Agreement Terms** section contained herein. **NEW VSA COMPREHENSIVE; CERTIFIED WRAP PLUS COMPREHENSIVE,** OR **LWA WRAP PLUS COMPREHENSIVE Coverages are non-transferable unless the Factory or Limited Powertrain Warranty is transferable, has been transferred.** For **LWA WRAP PLUS only**, **You must also provide Administrator with proof of transfer of the Limited Powertrain Warranty at the time of transfer of this Agreement. If the Factory or Limited Powertrain Warranty has expired at or before the time of transfer, You may transfer this Agreement per the transfer provisions contained herein.**

ADDITIONAL BENEFITS – VSA

(Additional Benefits are not subject to **Your Deductible**)

EMERGENCY ROADSIDE SERVICE: Vehicle Service Contract Roadside Assistance Program
Emergency Roadside Assistance is available 24 hours a day, 365 days a year for **Your** disabled **Vehicle** during the term of **Your** active **Vehicle Service Contract**. For roadside assistance **you must call the dispatch number at 1-877-778-3432** and have **Your Vehicle Service Contract number** to have service dispatched to your location. Roadside Assistance consists of **Tire Change Service** to change **Your** flat tire with **Your** inflated spare, **Jump Start Service** to jump start a dead or weak battery, **Lock-Out Service in gaining entry of the passenger compartment of Your Vehicle only**, **Vehicle Fluid Delivery** to deliver gas or other vehicle fluids or **Tow Service**. **Services are limited to a maximum of $80.00 per incident.** The cost of vehicle fluids and key cutting/replacement are not covered. Any amounts over the program limits are payable to the service provider at the time of service. **Only the registered Vehicle for which the Vehicle Service Contract was purchased is covered under this program. Service excludes RV's, fleet vehicles, off road vehicles, trailers, any vehicles in tow, vehicles over one ton capacity, commercial vehicles, vehicles already at a repair facility, or any vehicle which at the sole determination of the service provider is in such condition that service is likely to result in damage to the vehicle.** Services are not dispatched through the above roadside assistance dispatch toll-free number are not reimbursable. **Theft, vandalism and accident related incidents are not covered.** Service may not be available in areas where state/provincial providers are exclusively utilized. ***No service may be duplicated within 72 hours of the initial request*.**
TOWING: In the event of a mechanical **Breakdown** caused by a part covered by this **Agreement**; **We** will reimburse **You** for reasonable towing charges up to eighty dollars ($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.
MECHANICAL BREAKDOWN 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 $35 per day, **with a 5-day maximum, not to exceed $175 per occurrence**. The rental vehicle must be rented from **Your Selling Dealer**, the **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 (not available where prohibited by law):
In the event of a mechanical **Breakdown** occurring more than one hundred (100) miles from **Your** home and caused by a part covered by this **Agreement. You** may receive up to one hundred dollars ($100.00) per day for up to 3 days for meals and lodging. Receipts must be from licensed lodging locations and restaurants to qualify.

EXCLUSIONS

I. **This AGREEMENT does not provide Coverage for Your Vehicle when the Breakdown or condition existed prior to the commencement of this Agreement (pre-existing conditions) or, including, but not limited to: Accessory Drive Belts; 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, YOUR SERVICE AGREEMENT DOES NOT APPLY TO LOSSES CAUSED BY OR RESULTING FROM:**
   A. **There Is No Coverage Available, And We Will Not Pay For Costs To Repair Or Replace Covered Components Become Damaged Due To Or Related To: Abnormal Wear; Acts Of God; Aesthetic Damage (Including But Not Limited To Scratches, Paint Deterioration, Dents, Nicks, Normal Wear And Tear); Damage Caused By Or Related To Animals (Including Pets); Collision And/Or Accident; Fire; Flood; Leaking Fluids, Fuels, Coolants, Contamination Of Fluids, Lubricants; Lack Of Oil Viscosity, Sludge, or Restricted Oil Flow; Mischief; Misuse; Natural Disaster Or Acts Of Nature; Neglect; Overloading; Overheating; Riot/Civil Commotions; Vandalism; Or Water Intrusion.**
   B. **Any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule or this Agreement for Your Vehicle, or improper servicing by You after the purchase date of this Agreement. For any Breakdown considered overheating or failure to protect Your Vehicle from further damage when Breakdown has occurred (Continued Operation).**
   C. **Any repair or replacement of any covered part if a Breakdown has not occurred. Gradual reduction in operating performance is not covered unless it exceeds the published tolerances allowed by the**

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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 (unless the appropriate surcharge is indicated that allows for lift kits for oversized tires on this Agreement), or oversized/undersized tires (unless the appropriate surcharge is indicated on the Application of this Agreement, the appropriate associated cost, and the required documentation has been collected by Us prior to the time of claim).

E. If Your odometer has ceased to operate or the odometer has been altered in any way and mileage on the odometer cannot be verified.

F. For property damage, physical damage, or for injury to or death of any person, arising out of the operation, maintenance or use of Your Vehicle, described in this Agreement, whether or not related to the parts covered.

G. For loss of use, time, shop delays, profit, inconvenience, employment, or any other loss or incidental or consequential damages that results from a Breakdown.

H. When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Agreement), or a repairer's guarantee warranty. Further, Coverage under this Agreement is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins. If a Manufacturer provides notice in which they will pay for covered repairs after We had authorized such repair, We will retain the additional rights of recovery against You. We shall be subrogated to all Your rights of recovery against any person or organization and You shall do whatever is necessary to secure such rights. You shall do nothing to prejudice such rights.

I. If Your Vehicle is used for towing a trailer or another vehicle or object unless Your Vehicle is equipped with factory installed or factory authorized tow package.

J. If Your Vehicle is used for Commercial Use, competitive driving, taxi or livery, or snow plowing (unless a Snow Plow surcharge is indicated on the Application of this Agreement). If your vehicle is used for municipal or professional emergency or police services. If the vehicle is used to tow a trailer whose weight exceeds the manufacturers' recommendations for that Vehicle.

K. For any Breakdown occurring prior to the Agreement purchase date or if the information provided by you can be verified as deceptively inaccurate.

L. Any repairs, replacements, or alterations not authorized by Us, except as described in the Emergency Repairs clause.

M. Any Breakdown caused by contaminants, foreign object, sludge, improper amount or type of fluids, lubricants, coolants or refrigerants.

N. Any Breakdown caused by Non-Covered components. Any Non-Covered components which are damaged in conjunction with a Breakdown of a Covered Component.

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

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

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

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INELIGIBLE VEHICLES

A. Any import vehicle that has not been originally manufactured to U.S. specifications, and/or has been imported through means other than factory authorized importer or distributor, commonly known as "Gray Market" automobiles.
- **Canadian vehicles that have been updated to follow U.S. specifications are allowed with the appropriate "Gray Market" surcharge paid for on the application page.**

B. Rebuilt or modified vehicles.

C. Vehicles for which the title has been branded such as, but not limited to: branded, salvage, junk, lemon, rebuilt, totaled, flood, fire, branded, or water damaged.

D. Vehicles for which any portion of the manufacturer's warranty has been cancelled or voided.

GENERAL PROVISIONS

This **Agreement**, is between **You** and **Us**, and is subject to all the Terms and Conditions contained herein:
This Agreement is Non-Renewable.

AGREEMENT PERIOD

This **Agreement** will end, terminate or lapse when the first of the following conditions have been met: **(a)** the **Agreement** terminates per the **Term** selected on the **Application** page of this **Agreement** and further described by **Coverage** type below; **(b)** when **You** no longer own the **Vehicle** and this **Agreement** has not been **Transferred** per the transfer terms contained herein. In the event that **You** no longer own the **Vehicle**, no refund shall be due unless this **Agreement** is 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 **Agreement** is voided in respect to odometer failure or odometer tampering. Selected associated **Coverage** under this **Agreement** may become void and **Coverage** will no longer be available for any components which may be 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 **zero (0)** miles and on the **Agreement Sale Date** as shown on the **Application** and expires when measured from **zero (0)** miles, or from the **Agreement Sale Date**, whichever occurs first.

2. **USED Vehicle Agreement Coverage** begins at the **Agreement Sale Mileage** and on the **Agreement Sale Date** as shown on the **Application**. **Used Vehicle Agreement Coverage** expiration is measured in time from the **Agreement Sale Date** or from the **Agreement Sale Mileage** of the **Vehicle** on the **Agreement Sale Date**, whichever occurs first.
3. Powertrain **Coverage** under a **NEW VSA Agreement** begins at the expiration of the **Factory Powertrain Warranty** and expiration is measured from **zero (0)** miles, or from the **Agreement Date**, whichever occurs first.
4. **CERTIFIED WRAP PLUS Agreement Coverage** begins at **zero (0)** miles and on the **Agreement Sale Date** as shown on the **Application.** Powertrain **Coverage** under a **CERTIFIED WRAP PLUS Agreement** begins at the expiration of the **Factory Powertrain Warranty** and expiration is measured from **zero (0)** miles, or from the **Agreement Date**, whichever occurs first.
5. **LWA WRAP PLUS** begin at **zero (0)** miles and on the **Agreement Sale Date** as shown on the **Application** and expire when measured from **zero (0)** miles, or from the **Agreement Sale Date**, whichever occurs first. Powertrain **Coverage** under an **LWA WRAP PLUS Coverage** begins at the expiration of the **Limited Powertrain Warranty** and expiration is measured from **zero (0)** miles, or from the **Agreement Sale Date**, whichever occurs first.
6. This **Agreement** will end, terminate and lapse when **You** sell **Your Vehicle** and no refund shall be due unless it is canceled as described in this **Agreement**.

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

LIMIT OF LIABILITY

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

DEDUCTIBLE – In the event of a Breakdown covered by this Agreement, 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 Application. The maximum Deductible amount You will be required to pay for each repair visit is the Deductible selected on the Application. A Deductible payment is only required for Mechanical Breakdown Coverage that is listed in the Schedule of Coverage.

TRANSFERRING COVERAGE – **WRAP Coverage** is non-transferable unless the **Factory** or **Limited Powertrain Warranty** is transferable, has been transferred, and (**for LWA WRAP only**) **You have provided Administrator with proof of transfer. NEW VSA Coverage is non-transferable prior to the expiration of the Factory unless, the Factory Warranty is transferable and has been transferred.** If **You** sell **Your Vehicle** or there is any other change in the ownership of **Your Vehicle**, this **Agreement** will terminate. **You may apply for a transfer of the remaining coverage under this Agreement to the new owner.** Within fifteen (15) days of the change in **Vehicle** ownership, **You must notify the Selling Dealer or Administrator in writing of Your request to transfer this Agreement. You must include the following:**

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

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

CANCELLATION OF YOUR AGREEMENT- REFER TO STATE DISLOSURES, STATE SPECIFICS MAY APPLY

You may cancel this Agreement at any time by notifying the Selling Dealer or Administrator in writing of Your intent to cancel.

1. If the **Lienholder** requires this **Agreement** to be cancellable, then the **Agreement** 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 **Agreement** shall immediately transfer to the **Lienholder**.
3. If **You** default in repayment obligations to the **Lienholder**, **Administrator** reserves the right to either cancel the **Agreement** or transfer the rights under this **Agreement** 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 refund shall be calculated as follows:
    a. **You or the Lienholder must send Administrator a copy of this Agreement and a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle on the date of the request. In the event, Your cancellation is a result of You trading-in Your Vehicle and there is a Lienholder listed on the Application page of this Agreement, You must also provide Administrator with a copy of Your pay-off document provided from Your Lienholder. The cancellation process for Your request will not be initiated until We receive the pay-off document.**
    b. If this **Agreement** is cancelled within the first thirty days and no claims have been filed, a refund of the full **Agreement Price** shall be remitted by **Us**. If this **Agreement** is cancelled after the first thirty (30)

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days or if a claim has been filed, the refund amount, less a cancellation fee, will be determined by multiplying the amount **You** paid for this **Agreement** by the lesser of the ratio determined by:

i. The number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or

ii. The miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**.

c. In the event of a cancellation, **Administrator** may retain a cancellation fee not to exceed fifty dollars $50.

d. If there is a **Lienholder**, the refund amount, less a cancellation fee, will be paid to the **Lienholder**. If there is not a **Lienholder** or **We** have received proof of pay-off of **Your Vehicle**, the refund amount, less a cancellation fee, will be paid to **You**.

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

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

ARBITRATION - If **You** and **We** fail to agree on any matter concerning this **Agreement**, each must demand in writing from the 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 be near **Your** residence.

TERRITORY – This **Agreement** applies to repairs made within the United States of America and Canada.

LICENSED REPAIR FACILITIES - The **Administrator** reserves the right to have the **Vehicle** repaired at a **Licensed Repair Facility** of its choice.

PAYMENT/REIMBURSEMENT: During the effective term of this **Agreement** the **Administrator** will pay (reimburse) **You**, less any applicable deductible, the cost of necessary and completed authorized repairs.

AGREEMENT HOLDER'S RESPONSIBILITY

PROOF OF MAINTENANCE LOG

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

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

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

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

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

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

(2) Call the Administrator at 1-877-793-7123: Call for instructions BEFORE You deliver Your Vehicle to any licensed repair facility other than the Selling Dealer. Repairs or replacements under this Agreement must be performed by the Selling Dealer, if Your Vehicle is within 50 miles of the Selling Dealer, or, if approved in advance by the Administrator, by an authorized Dealer or repair facility.

(3) Provide Repair Facility with a Copy of Your Agreement, and/or Your Agreement Number and Administrator's telephone number.

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

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

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

(7) Pay Any Applicable Deductible – We will reimburse the repair facility or You for the cost of work performed on Your Vehicle that is covered by this Agreement and previously authorized, less any Deductible. Once authorization is obtained, and the repair is complete, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for timely payment. You must also pay for any repair or

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service that was not covered by the Agreement (Including, but not limited to, shop supplies such as cleaners, rags, solvents, etc.).

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.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

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

Alabama: CANCELLATION is amended to the following: If this Contract is originally delivered to **You** by mail, **You** may cancel this Contract within twenty (20) days after the date the Contract was mailed to **You** and receive a full refund of the Contract price provided no claim has been made under the Contract. If the Agreement is canceled after the first thirty (30) days or a claim has been filed. **We** will refund **You** an amount of the Agreement Purchase Price according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a twenty-five dollar ($25) Administrative Fee. Any refund due to **You** may be credited to any outstanding balance of Your account and the excess, if any, shall be refunded to **You**. Any claim incurred or paid will be deducted from the amount of the cancellation refund. The right to void the service contract provided in this subsection (g) is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

Arizona: CANCELLATION is amended to include the following: To cancel **Your** policy, contact the Obligor, Century Automotive, at 1-877-778-3437. No claim incurred or paid will be deducted from the amount of the cancellation refund. The pro-rata refund is provided after deducting for administrative expenses associated with the cancellation. The cancellation shall only include only a cancellation fee or a cancellation penalty, but it shall not contain both. In the event of cancellation, the cancellation fee and/or administrative expenses shall not exceed 10% of the gross amount you paid or $75, whichever is less. **Your Agreement** may not be canceled due to acts or omissions of the service company, assignees, or sub-contractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner; parts or components repaired or replaced under the Service Agreement may not be excluded; this **Agreement** cannot be canceled or voided by the service company or its representatives for Pre-Existing Conditions, prior use or unlawful acts relating to the product, misrepresentation by either the service company or its sub-contractors, ineligibility for the program, including gray market, high performance, and GM diesel autos. **NOTICE TO CONSUMERS**: All Exclusions shall ONLY apply to occurrences "after the Agreement start date" or "while owned by **You**." **Pre-existing conditions** are amended to include: the pre-existing condition is not excluded "if such conditions were known or should reasonably have been known by the service company or the person selling the service contract on the service company's behalf", as per ARS §20-1095.06(D)(12). **ARBITRATION** is amended to include the following: The Arbitration clause does not preclude an Arizona Customer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division for relief under the provisions of Arizona Revised Statutes (ARS) §§ 20- 1095.04 and/or 20-1095.09.

Arkansas: NOTICE TO CONSUMERS: Purchase of this Service Agreement is not required in order to purchase or obtain financing for a motor vehicle. **CANCELLATION:** The Provider shall mail a written notice to the Contract Holder within fifteen (15) days of the date of termination in the event the Provider terminates the Service Contract. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, material misrepresentation by the Contract Holder to the Provider, or a substantial breach of duties by the Contract Holder relating to the covered product or its use. A pro-rata refund of the unearned portion of the provider fee less the amount or value of any claims paid shall accompany the notice unless cancellation is for nonpayment. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the Service Contract to the Provider.

California: **OBLIGOR CALIFORNIA LICENSE NUMBER: 0C88598 INSURANCE STATEMENT**: This is an **Agreement** between **You** and the **Administrator Obligor**. The **Obligor's** performance to you under this **Agreement** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after **your** request. The name and address of the insurance company is: American Commerce Insurance Company, 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph: **1-877-778-3450**. If **You** are not satisfied with the insurance company response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Website (www.insurance.ca.gov). **CANCELLATION** is amended with the following: **You** may cancel this **Agreement** at any time by notifying the Selling Dealer or **Administrator** in writing of **Your** intent to cancel. If this **Agreement** is canceled within the first sixty (60) and no claims have been filed, **You** will receive a full refund. If the **Agreement** holder elects cancellation after the first sixty (60) days, the **Administrator** may retain a cancellation fee not to exceed ten (10%) percent of the price of the Agreement or twenty-five dollars ($25.00), whichever is less. And if this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **Your** refund will be determined by multiplying the amount **You** paid for this **Agreement** by the lesser of the ratio determined by the number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or the miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**. If there is no lien holder, the calculated refund will be paid to **You**. If there is a lien holder, the calculated refund will be paid to the lien holder. **NOTICE TO CONSUMERS** is amended to include the following: In the event of a claim arising in California, the proper venue for litigation shall be in California. **ARBITRATION** is amended by the following: Any controversy or claim arising from or relating to this contract or the breach thereof shall be settled by arbitration administered by the American Arbitration Association under its applicable local procedures for Consumer Disputes, under the Consumer Arbitration Rules (www.adr.org): The arbitration shall: (1) be a location near the purchaser's residence; (2) incorporate the California Consumers Legal Remedies Act as applicable and (3) require the obligor to pay the Purchaser's portion of the filing fee if the purchaser is indigent, as defined under California Code of Civil Procedure. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

AGREEMENT PERIOD is amended to include the following: If the term of this **Agreement** is less than one (1) year, the Agreement term shall be

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automatically extended while any repairs covered under the Agreement are being done and the Vehicle is in the custody of the Repair Facility. **CANCELLATION** is amended to include the following: If the Agreement Holder returns the Vehicle or the Vehicle is sold, lost, stolen, or destroyed, the Agreement Holder may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**. The Agreement Holder may continue coverage and avoid cancellation for nonpayment if payment in full is made prior to the effective date of the cancellation.

Georgia: ARBITRATION is deleted in its entirety. **NOTICE TO CONSUMERS**: Any claim or dispute will be adjudicated in the Agreement Holder's county of residence. The finance company/Lienholder must hold a power of attorney in order to cancel the service for nonpayment. **WHAT THIS AGREEMENT DOES NOT COVER OR COVERAGES**: Pre-Existing Conditions known to **You** at the time of Your purchase of the Vehicle Service Agreement is excluded from Coverage. Also, repairs, when the covered Vehicle's odometer has been altered or tampered with while owned by You, are excluded from Coverage. Modifications to the Vehicle made by **You** results in rejection of Coverage under this **Agreement**. Any reference to sludge as an exclusion for Coverage is hereby deleted. **CANCELLATION** is amended with the following: In the event **Your** Vehicle is repossessed, declared a total loss or **You** give notice of cancellation, the **Agreement** shall terminate. Submit written notification immediately to the Selling Dealer including the following: Agreement Number and Vehicle Identification Number. If this **Agreement** is canceled within thirty (30) days of the Sale Date and no claim has been made, **We** will refund the full amount of the Cost of the **Agreement**. If the **Agreement** is canceled after the first thirty (30) days or a claim has been filed. the refund will be made on an amount of the Agreement charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a fifty dollar ($50.00) administrative fee or ten percent (10%) of the pro-rata refund amount whichever is less. In the event of cancellation, the Lienholder, if any, will be named on the refund check. The Obligor may only cancel the contract for fraud, material misrepresentation or non-payment. If **We** cancel this Agreement for nonpayment, or if the Agreement has been in force for less than sixty (60) days, a ten (10) day written notice will be issued. If the Agreement has been in force sixty (60) days or more and **We** cancel the Agreement for fraud or material misrepresentation, a thirty (30) day written notice will be issued. For cancellations, the refund will be issued on a pro-rata basis with no cancellation or administrative fees.
If the contract has a waiting period, 30 days and 1000 miles will be added to the contract term at expiration.
Idaho: **NOTICE TO CONSUMER**: Coverage afforded under this motor Vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.
Illinois: **CANCELLATION** is amended to include the following: If the Contract holder elects to cancel, the administrator may retain a cancellation fee not to exceed the lesser of 10% of the Vehicle Service Contract price or fifty dollars ($50.00). **NOTICE TO CONSUMERS**: The Administrator Obligor is Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM 87190-3809, 1-877-778-3437.
Indiana: **NOTICE TO CONSUMERS**: THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW. Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the insurance company, which guarantees our obligation to you, providing such insurance was in effect at the time you purchased this Contract. If a covered claim or refund is not paid within sixty (60) days, or otherwise the Obligor fails to perform its obligations under this Agreement after proof of loss has been filed, you may file a claim with American Commerce Insurance Company at 3590 Twin Creeks Dr, Columbus, OH, 43218-2579, Telephone 1-877-778-3450.
Iowa: NOTICE TO CONSUMERS: If **You** have any questions regarding this Contract, **You** may contact the Administrator by mail or by phone. If You have problems or questions about this Agreement, **You** may contact the **Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000**. **CANCELLATION** is amended to include the following: The Administrator is primarily responsible for providing any refund to **You**, which **You** may be entitled under this **Agreement**. Also, ten percent (10%) penalty will be added each month to the cancellation refund not paid to the holder within thirty (30) days of the return of the Service Agreement to the **Administrator**. If the service contract holder cancels the service contract, the service company shall mail a written notice of termination to the service contract holder within fifteen (15) days of the date of the termination. All pro rata cancellations are subject to a $50.00 fee or 10% of the Agreement Purchase price, whichever is less.
Louisiana: CANCELLATION is amended by the following: Pursuant to La. R.S. §51:3165 a motor vehicle service contract shall require every provider to permit the service contract holder to return the motor vehicle service contract within twenty days of the date the motor vehicle service contract was mailed to the service contract holder or within ten days of delivery if the motor vehicle service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the motor vehicle service contract. Upon return of the motor vehicle service contract to the provider within the applicable time period, if no claim has been made under the motor vehicle service contract prior to its return to the provider, the motor vehicle service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the motor vehicle service contract. The right to void the motor vehicle service contract provided is not transferable and shall apply only to the original service contract holder and only if no claim has been made prior to its return to the provider. A ten percent penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the motor vehicle service contract to the provider. Pursuant to La. R.S. §51:3164 (B)(8) the provider of the service contract shall mail a written notice to the contract holder at the last known address of the service contract holder contained in the records of the provider at least fifteen days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider, or a substantial breach of duties by the service contract holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. Pursuant to La. R.S. §51:3164 (12)(b)(c) the motor vehicle service contract is not regulated by the Department of Insurance and any concerns or complaints regarding the motor vehicle service contract may be directed to the Louisiana Attorney General.
Maine: CANCELLATION is amended to include the following: A monthly penalty equal to ten percent (10%) of the returned amount will be added to any refund that is not paid or credited to **You** within forty-five (45) days after Our receipt of a cancellation request from **You**. The Provider of the Service Contract shall mail a written notice to **You** at their last known address at least fifteen (15) days prior to the cancellation by the Provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If the Service Contract is canceled by the Provider for a reason other than nonpayment of the provider fee, the Provider shall refund to **You** one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee may be charged. A Service Contract Holder may return the Service Contract within the applicable time period, if no claim has been made under the Service Contract prior to its return to the Provider, the Service Contract is void and the Provider shall refund to the Service Contract Holder or lienholder if the service contract holder has financed the purchase of the service contract the full provider fee and any sales tax refund required pursuant to state law. A monthly penalty equal to ten percent (10%) of the Provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Provider. After the applicable time period, a Service Contract holder may cancel the Service Contract and the Provider shall refund to the service contract holder one hundred percent (100%) of the unearned pro rata Provider fee, less any claims paid. An Administrative fee not to exceed ten percent (10%) of the Provider fee paid by the Service Contract Holder may be charged by the Provider.
Maryland: NOTICE TO CONSUMERS: The repair of a malfunction or defect covered under this **Agreement** shall include the Cost of the teardown and diagnosing the malfunction or defect. Pursuant to Maryland Commercial Law Article 14 Subtitle 4 Section 14-404 (b)(2)(i) A Service Contract is extended automatically when the Provider fails to perform the services under the Service Contract; (ii) The Service Contract does not terminate until the services are provided in accordance with the terms of the Service Contract. **CANCELLATION** is amended to include the following: If this **Agreement** is originally delivered to **You** by mail, you may cancel this Agreement within twenty (20) days after the date the Contract was mailed to **You** and receive a full refund of the Contract price provided no claim has been made under the Contract. The Provider shall refund the holder the appropriate refund within forty-five (45) days of cancellation notification. If the Provider does not provide a refund within forty-five (45) days, a ten percent (10%) of the Agreement price penalty per month will be added. Per Maryland Transportation Article 15.311.2 (b) (3), **You** are entitled to make a direct claim against the Insurer upon failure of the Provider to pay any claim, make any refund or consideration due within 60 days after the proof is filed with the Provider.
Massachusetts: The Dealer is the Obligor in Massachusetts. Chapter 90 Section 7N174 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles. **NOTICE TO CONSUMERS**: Purchase of this **Agreement** is not required in order to register or finance **Your Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every

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sale. The seller of this coverage is required to inform you of any warranties available to **You** without this contract.

Minnesota: NOTICE TO CONSUMERS: Section 325F.662 of the Minnesota Statutes requires the selling dealer to provide you with an express warranty of specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to you by the dealer. Any loss covered under the dealer's express warranty furnished pursuant to Section 325.F.662 is excluded from coverage under this Contract during the term of the express warranty unless the dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this Contract. **CANCELLATION** is amended to include the following: The Provider of the Service Contract shall mail a written notice of the contract holder at the last known address of the Service Contract Holder at least fifteen (15) days before cancellation by the provider. Five days' (5) notice is required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation by the service contract holder to the provider, or a substantial breach of duties by the service contract holder relating to the covered product or its use. The notice must state the effective date of the cancellation and the reason for the cancellation. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of **Our** receipt of Your cancellation request. **ARBITRATION** is amended to include the following: The venue for any arbitration is required to be in Minnesota.

Mississippi: ARBITRATION is deleted in its entirety. Pursuant to Title 19, Rule 4:04, the **Cancellation** section of this Contract is amended to include the following: **Cancellation by Service Contract Holder.** Cancellation by **You** shall require **Us** to return the vehicle service contract within twenty (20) days of the date the vehicle service contract was mailed to **You**, within ten (10) days of delivery if the vehicle service contract was delivered to **You** at the time of sale or within a longer time permitted within the vehicle service contract. Upon return of the vehicle service contract to **Us** within the applicable time period, if no claim has been made prior to the return of the vehicle service contract to **Us**, the vehicle service contract will be voided and **We** will refund to **You** the full purchase price of the vehicle service contract. The right to void the vehicle service contract provided in this subsection is not transferrable, applies only to **You**, and is allowed only when no claim has been made prior to its return to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the vehicle service contract to **Us**. Subsequent to the time period specified above, or if a claim has been made under the vehicle service contract within that time period, **You** may cancel the vehicle service contract, and **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata purchase price of the vehicle service contract, less the amount of any claims paid plus a ten percent (10%) administrative fee.

Cancellation by Service Contract Provider. A Provider may cancel a Service Contract only in instances of nonpayment of the provider fee, a material representation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. In the event of a cancellation by **Us** for reason other than nonpayment of the provider fee, **We** shall refund to **You** one hundred percent (100 %) of the unearned pro rata purchase price of the vehicle service contract less the amount of any claims paid. **We** are not required to deduct the amount of any claims paid under a vehicle service contract from the amount of a required refund.

Missouri: CANCELLATION is amended to include the following: The Service Contract Holder has a free look period of at least thirty (30) business days of the mailing date of the Service Contract or the contract date if the service contract is executed and delivered at the time of sale or within a longer time period permitted under the contract. If no claim has been made under the contract and the contract is returned within thirty (30) days, the contract is void and the provider shall refund to, or credit to the account of, the Contract Holder the full purchase price of the contract. If a claim has been made under the contract during the free look period of thirty (30) days and the contract is returned, the provider shall refund to, or credit to the account of, the contract holder the full purchase price less any claims that have been paid. The applicable free-look time periods on service contracts shall apply only to the original service contract purchaser. Subsequent to the free look period, the Service Contract Holder may cancel the contract at any time and the provider shall refund to, or credit the account of, the Service Contract Holder one hundred percent of the unearned pro rata provider fee, less any claims paid. A reasonable administration fee not to exceed fifty dollars ($50) may be surcharged by the Provider. In Missouri, a notice of CANCELLATION/termination will be mailed to **YOU** within forty-five (45) days of the date of termination. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of the request for a refund to the provider.

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

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

New Jersey: **CANCELLATION** is amended to include the following: The conditions governing the cancellation of the service contract by the service contract holder, which shall: (1) permit the contract holder, if the contract holder makes no claim arising under the contract, to cancel the contract: (a) within 10 days of receipt of the contract, or a longer period specified in the contract, if delivered at the time of purchase; or (b) within 20 days of the date of the contract was sent to the contract holder, or a longer period specified in the contract, if not delivered at the time of purchase; and (2) if cancelled within the time period specified in subparagraph (a) or (b) of paragraph (1) of this subsection, require the provider to provide the contract holder with the full purchase price or amount paid on the contract by refund or credit to the account of the contract holder, and to additionally pay the contract holder a 10% per monthly penalty, based upon the purchase price of the contract, if the refund or credit is not completed within 45 days of the cancellation of the contract. Prior written notice of cancellation by **Us** is not required if the reason for cancellation is non-payment of the provider fee.

New Mexico: CANCELLATION The cancellation section of this **Agreement** is amended to include the following: If this **Agreement** is originally delivered to you by mail, you may cancel this **Agreement** within twenty (20) days after the date the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** price provided no claim has been made under the **Agreement**. If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within sixty (60) days of return of the Contract to **Us**. This service contract is insured by American Commerce Insurance Company. If the service contract provider fails to pay **You** or otherwise provide **You** with the covered service within 60 days of your submission of a valid claim, **You** may submit **Your** claim to American Commerce Insurance Company at 1-877-778-3450, claimsmail@mapfreusa.com or 3590 Twin Creeks Dr, Columbus, OH. 43218-2579. If **You** have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

New York: **CANCELLATION** is amended to include the following: If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within twenty (20) days after the date the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** price provided no claim has been made under the **Agreement**. A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the receipt of the cancellation request.

Nevada: CANCELLATION is amended to include the following: If **You** return this **Agreement** within thirty (30) days of the date this **Agreement** and if no claim has been made under this **Agreement** prior to its return to **Us**, this **Agreement** is void and **We** shall refund to **You** the full Purchase Price of this **Agreement**. If the **Agreement** is canceled after the first thirty (30) days that a claim has been filed, the refund will be made on an amount of the Agreement charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a twenty-five dollar ($25.00) cancellation fee. In the event of cancellation, the Lienholder, if any, will be named on the refund check. The Provider shall refund to the holder the Purchase Price of the Service Agreement within forty-five (45) days after a Service Agreement is returned pursuant to subsection 1 of NRS 680C.250. If the Provider does not refund the purchase price within 45 days, the Provider will pay the purchaser a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. Authorized claims will not be deducted from a refund. Pursuant to NAC 690C.120(1), the Provider may not impose a cancellation fee pursuant to any cancellation by the Provider under NRS 690C.270.

ARBITRATION is deleted in its entirety. **NOTICE TO CONSUMERS**: Material misrepresentation by the applicant on the application will result in rejection of this Agreement. Consequential damages and Pre-Existing Conditions are not covered in this **Agreement**. Any exclusion language of coverage stating "**YOUR** VEHICLE IF MANUFACTURER HAS VOIDED, SUSPENDED OR RESCINDED THE MANUFACTURER'S WARRANTY" is deleted and replaced with: "This Contract will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this Contract has already been issued and the manufacturer's warranty becomes void during the term of this Contract, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any

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other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract." **RENEWAL:** Pursuant to NRS 690C.260 (1)(i), this Agreement is not renewable. **TRANSFERRING COVERAGE**: transfer fee is revised and replaced with: A twenty-five dollar ($25) transfer fee.
North Carolina: CANCELLATION is amended with the following: In the event, the covered Vehicle is repossessed, declared a total loss, or, **You** give notice of cancellation, the **Agreement** shall terminate. To initiate a cancellation, submit written notification immediately to the Selling Dealer or Administrator including the following: 1) the Agreement Number 2) Vehicle Identification Number 3) a signed notarized statement certifying the current Vehicle odometer reading. **You** will be entitled to a full refund of the Agreement Price if **You** provide written notice of cancellation to the Selling Dealer or **Us** within the first thirty (30) days after the Agreement Purchase Date, and if **You** have not filed a claim under this Agreement. If **You** provide a written notice of cancellation to the Selling Dealer or Us after the first thirty (30) days after the Agreement Purchase Date, **You** will be entitled to a pro-rated refund of the Agreement price based on the number of days the Agreement was in force compared to the total time specified in the **Agreement**, less a cancellation fee equal to the lesser of $50.00 or ten percent (10%) of the amount of the pro-rated refund and the amount of claims paid under this **Agreement.**
Oklahoma: Obligor Oklahoma License Number: 44199013 NOTICE TO CONSUMERS: Obligor is Century Automotive Service Corporation PO Box 3809, Albuquerque, NM 87190-3809. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. **CANCELLATION** is deleted in its entirety and replaced with the following: If **You** cancel this **Agreement** within thirty (30) days of the Sale Date, will refund the full amount paid off the Agreement Purchase Price. If the **Agreement** is canceled by **You** after the first thirty (30) days, return of premium shall be based upon one hundred (100%) percent of the unearned pro-rata premium less a service charge of ten percent (10%) of the unearned pro-rata premium or fifty dollars ($50.00), whichever is less and less any paid claims. In the event of a cancellation. the Lienholder, if any, will be named on the refund check and, in the event of cancellation upon repossession the sole payee. Per 15 Okl St. § 141.13 (B), in the event We cancel the agreement, the return of Your premium shall be based upon one hundred percent (100%) of unearned pro rata provider fee less the actual cost of any service provided under the service warranty contract.
Oregon: **CANCELLATION** is amended to include the following: Authorized claims will not be deducted from a refund. **ARBITRATION** is amended by the following: Chapter 36 of the Oregon Revised Statutes – 2009 Edition prohibits final and binding arbitration unless mutually agreed upon by both parties. Therefore, any proceedings and decisions will comply with the Oregon Arbitration Act. Oregon law will be applicable to any Contract issued in Oregon. **ROADSIDE ASSISTANCE We** have contracted with Brickell Financial Services-Motor Club, Inc. dba Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601 Miami, FL 33126, to provide roadside assistance on **Our** behalf. Should **You** experience any difficulty or have any questions concerning Roadside Assistance, please contact Century Automotive Service Corporation at (877) 778-3450 or (888) 338-0389.
South Carolina: NOTICE TO CONSUMERS: Any unresolved complaints or questions about this **Agreement** may be addressed to the South Carolina Department of Insurance 1201 Main Street, Ste. 1000, Columbia. SC 29201, (800) 768-3467. **CANCELLATION** is amended to include the following: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the provider. If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within twenty (20) days after the date the **Agreement** was mailed to **You** and receive a full refund of the Agreement price provided no claim has been made under the **Agreement**. The right to void the **Agreement** as provided is not transferable and shall apply only to the original Agreement purchaser and only if no claim has been made prior to its return to the Provider.
Texas: CANCELLATION is amended to include the following: Pursuant to Section 1304.1581, the cancellation section of this Contract is amended to include the following: (a) Service Contract Holder may cancel the service contract at any time. (b) If a service contract holder cancels a service contract before the thirty-first (31st) day after the date of purchase, the provider: (1) shall refund to the service contract holder or credit to the account of the service contract holder the full purchase price of the contract, decreased by the amount of any claims paid under the contract; and (2) may not impose a cancellation fee. (c) If a service contract holder cancels a service contract on or after the 31st day after the date of the purchase, the provider: (1) shall refund to the service contract holder or credit to the account of the service contract holder the prorated purchase price of the contract reflecting the remaining term of the contract, based on the mileage, time or another reasonably applicable measure of the remaining term that must be disclosed in the contract, decreased by the amount of any claims paid under the contract; and (2) may impose a reasonable cancellation fee not to exceed fifty dollars ($50). (d) A provider who does not pay the refund or credit the service contract holder's account before the forty-sixth (46th) day after the date notice of cancellation is received by the provider is liable to the service contract holder for a penalty for each month an amount remains outstanding equal to 10 percent of the amount outstanding. The penalty is in addition to the full or prorated purchase price of the contract that is owed to the service contract holder under this section or the terms or the contract. Pursuant to Section 1304.159, the cancellation section of this Contract is amended to include the following: (a) A Provider may cancel a Service Contract by mailing a written notice of cancellation to the Service Contract Holder. The Provider must mail the notice before the fifth day preceding the effective date of the cancellation. (b) The Provider is not required to provide prior notice of cancellation if the Service Contract is canceled because of: (1) nonpayment of the consideration of the contract; (2) fraud or a material misrepresentation by the service contract holder to the Provider; or (3) a substantial breach of a duty by the Service Contract Holder relating to the covered product or its use. (c) A Service Holder whose contract is canceled by the Provider in accordance with this section is entitled to a prorated refund of the purchase price of the contract reflecting the remaining term of the contract, as prorated by time or mileage, decreased by the amount of any claims paid under the contract. A provider who cancels a contract under this section may not impose a cancellation fee. **NOTICE TO CONSUMERS**: Any unresolved complaints or questions concerning the regulation of Service Agreement providers may be addressed to Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, Telephone (800) 803-9202 or (512) 463-6599.
Utah: NOTICE TO CONSUMERS: This **Agreement** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. **You** may purchase this **Agreement** through payment up front or through installment payments**. The following language under section ADMINISTRATOR OBLIGOR is being replaced by the following: If the Administrator Obligor fails to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You may file a claim with American Commerce Insurance Company at the address listed herein. ARBITRATION** is deleted in its entirety and replaced with the following. Arbitration in Utah is binding and shall be in compliance with the "Utah Arbitration Act" (Title 78, Chapter 31a). In accordance to Utah Code R590-122-4(5), ANY MATTER IN DISPUTE BETWEEN **YOU** AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR). A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. **CANCELLATION:** The Provider of this Service Contract may cancel this agreement with written notice to the Contract Holders last known address with at least thirty (30) days' notice of such cancellation for the following reasons: (1) material misrepresentation related to the Vehicle; (2) substantial change in the risk assumed, unless the Provider has reasonably foreseen the change or contemplated the risk when entering into this Service Contract; or (3) substantial breaches of contractual duties, conditions, or warranties by the Contract Holder relating to the Vehicle. A ten (10) day notice will be given for non-payment cancellations. **Under FILING A CLAIM** the definition of emergency repair is being replaced with the following: emergency repair is defined as any breakdown that occurs outside of normal business hours.
Vermont: **NOTICE TO CONSUMERS:** To file a claim call the Administrator Toll Free 1-877-778-3437. **CANCELLATION:** The original **Service Contract Holder** may return the **Vehicle Service Agreement** within twenty (20) days of receipt of the **Vehicle Service Agreement** if no claim has been made under the contract and to obtain a refund of the full purchase price of the contract. The **Service Contract Holder** shall receive a copy of the Vehicle Service Agreement within fourteen (14) days of the date of sale unless a copy of the **Vehicle Service Agreement** terms and conditions are provided to the **Service Contract Holder** at the point of sale, then We shall provide or mail the **Vehicle Service Agreement** to You within a reasonable period of time.

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Virginia: **NOTICE TO CONSUMERS:** In accordance with VA Statute 59.1-437, if any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulator Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.
Washington: REIMBURSEMENT POLICY # USA-001 XOL CANCELLATION: is amended to include the following: All pro rata cancellations are subject to a maximum twenty-five-dollar ($25.00) cancellation fee. A ten percent (10%) penalty shall be paid by the **Administrator** for any refund due that is not paid within thirty (30) days of return of the Agreement and all necessary documentation to the **Administrator**. **IF THIS AGREEMENT STATES "This Agreement is non-cancellable by the Administrator", THEN PLEASE DISREGARD THE FOLLOWING AS IT DOES NOT APPLY TO YOU:** This Agreement is not cancellable by the **Administrator** after sixty (60) days from the date of purchase, except in the case of fraud or material misrepresentation by the purchaser and there shall be no processing fee charged to **You** if **We** cancel the Agreement. **ARBITRATION:** All Arbitration will be binding and compliant with RCW 7.04A.

Wisconsin: NOTICE TO CONSUMERS: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Roadside Assistance Benefits are provided by Brickell Financial Services Motor Club Inc. and reimbursement of food spoilage loss is prohibited. If a covered claim is not paid within sixty days (60) after proof of loss, or if the provider becomes insolvent or otherwise financially impaired, the Contract Holder may file a claim directly with the service contract reimbursement insurer for reimbursement, payment, or provision of the service; **TERMS: "We", "Us",** and **"Our"** means the Administrator/Obligor obligated to perform under this **Agreement** who is Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM 87190-3809; Phone: (877) 778-3437. **CANCELLATION** is amended to include the following: A Service Contract holder may return the service contract within twenty (20) days of the date of the Service Contract was mailed to the service Contract Holder, or within ten (10) days of delivery if the Service Contract was delievered to the Service Contract Holder at the time of sale. If no claim has been made, the provider shall refund to the Service Contract Holder, the full purchase price of the Service Contract. A provider may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee or fifty dollars ($50), whichever is less, if the Service Contract is cancelled after the first thirty (30) days. If **We** do not pay or credit a refund within forty-five (45) days after the return of a service contract to the provider **We** shall pay a ten (10) percent per month penalty of the refund amount outstanding which will be added to the amount of the refund. In the event of a total loss of the Vehicle, **You** shall be entitled to cancel the **Agreement** and receive a pro- rata refund of the Agreement Purchase Price less daims paid. Per 616.56(18), in the event if a total loss of property that is not covered, a Service Contract Holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less claims paid. In this specific situation, no fee may be assessed to the Service Contract Holder. A Service Contract may be cancelled by the Provider only for nonpayment of the provider's fee, material misrepresentation by the Service Contract Holder to the Provider or Administrator, or substantial breech of duties by the Service Contract Holder relating to the covered product or its use. A provider shall comply with all of the following when canceling a service contract: (a) The Provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least five (5) days prior to cancellation by the provider. (b) The notice under par. (a) shall state the effective date of the cancellation and the reason for the cancellation. (c) If a service contract is canceled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the Service Contract Holder one hundred (100) percent of the unearned pro rata provider fee, less any claims paid. (d) A provider may charge a reasonable administrative fee for cancellation, which may not exceed ten (10) percent of the provider fee or fifty dollars ($50), whichever is less. **SUBROGATION** is amended to include the following: **Our** rights of ownership to salvaged parts shall become effective only after **You** have been fully compensated for damages or repairs under this **Agreement**. **Our** rights to subrogation under this **Agreement** are not valid until **You** have been made whole and fully compensated for damages. **ARBITRATION** is deleted in its entirety pursuant to Wisconsin statute 631.20.
Wyoming: ARBITRATION is deleted in its entirety. At the time of any disagreement, the parties may mutually agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceeding shall be conducted within the state of Wyoming and comply with the Wyoming Arbitration Act. Wyoming law will be applicable to any Contract issued in Wyoming. **CANCELLATION** is amended to include the following: Service Contract Holder may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to the Service Contract Holder or within ten (10) days of delivery if the Service Contract is delivered to the Service Contract Holder at the time of sale or within a longer time permitted under the Service Contract. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

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