

REGISTRATION PAGE

DTC VEHICLE SERVICE CONTRACT

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CUSTOMER INFORMATION (Include Co-Buyer, if applicable)			CONTRACT #	
NAME (FIRST/LAST)	NAME (FIRST/LAST)	CELL PHONE	EMAIL	
ADDRESS		CITY	STATE	ZIP
VEHICLE INFORMATION				
CLASSIFICATION (NEW/USED)	VIN/SERVICE NUMBER	VEHICLE PURCHASE PRICE		
YEAR	MAKE	MODEL	CURRENT ODOMETER	
COVERAGE INFORMATION				
CONTRACT PURCHASE PRICE	TERM MONTHS	TERM MILES	DEDUCTIBLE	
PURCHASE DATE	EXPIRATION DATE	EXPIRATION MILES	Coverage under this Contract will either expire on the Expiration Date or Expiration Miles, whichever is reached first.	
SELLER INFORMATION				
SELLER NAME		SELLER REPRESENTATIVE NAME (FIRST/LAST)		PHONE NUMBER
ADDRESS		CITY	STATE	ZIP

YOU ARE NOT REQUIRED TO PURCHASE THIS CONTRACT IN ORDER TO PURCHASE, LEASE, REGISTER, OR OBTAIN FINANCING FOR A VEHICLE. This Contract is cancelable. The Contract Purchase Price may be financed with any approved payment options allowed by the Administrator. This Contract represents the entire agreement between You and the Administrator. No person has the authority to change this Contract or to waive any of its provisions. No other written or oral statements apply to this Contract. **THIS CONTRACT IS NOT AN INSURANCE POLICY, A WARRANTY, OR A GUARANTEE AND DOES NOT COVER THE BENEFITS PROVIDED UNDER DEALER WARRANTIES REQUIRED BY STATE LAW.** You acknowledge this Contract is based on the information You provided on this Registration Page and that any misrepresentation on Your part may result in the denial of a claim and/or the cancellation of this Contract. **THIS CONTRACT CONTAINS A BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.**

PRIOR AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE ANY TEAR DOWNS/REPAIRS ARE PERFORMED. (Exceptions may apply, if Your Vehicle requires emergency repairs OUTSIDE NORMAL BUSINESS HOURS. See the How To Make A Claim section for details.)

INFORMATION DISCLOSURE	
CUSTOMER INITIALS	YOU ACKNOWLEDGE AND UNDERSTAND THAT PRE-EXISTING CONDITIONS (AS DEFINED HEREIN) ARE NOT COVERED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. YOU ACKNOWLEDGE AND UNDERSTAND THAT THIS CONTRACT IS NOT DESIGNED AND/OR INTENDED TO COVER PRE-EXISTING CONDITIONS. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE ADMINISTRATOR RESERVES THE RIGHT TO UTILIZE A THIRD PARTY INSPECTION/SERVICE COMPANY TO ANALYZE AND VALIDATE THE CAUSE/EXTENT OF ANY DAMAGE TO YOUR VEHICLE. YOU ACKNOWLEDGE AND UNDERSTAND THAT IF A CLAIM IS FILED AND THE CAUSE FOR THE BREAKDOWN IS FOUND TO BE THE RESULT OF A PRE-EXISTING CONDITION, THE CLAIM MAY BE DENIED.
CUSTOMER INITIALS	As the undersigned, You agree that You have read and understand the following Contract provisions and implied warranty disclosure: (i) YOUR RESPONSIBILITIES and HOW TO MAKE A CLAIM, which outlines Your responsibilities regarding maintenance requirements and filing a claim; (ii) WHAT YOUR CONTRACT COVERS and COVERAGE LIMITS, which outlines the coverage provided under this Contract; (iii) EXPIRATION DATE and EXPIRATION MILES, which outlines the time and mile limitations; (iv) The implied warranty of merchantability on the Vehicle is not waived, if this Contract has been purchased within 90 days of the purchase date of the Vehicle from a provider or service contract seller who also sold the Vehicle covered by this Contract; (v) EXCLUSIONS, which outlines exclusions of coverage; and (vi) CANCELLATION, which outlines Your right to return this Contract for a refund, if applicable.

By signing below, I acknowledge, understand, and agree to all of the terms and conditions described in this Contract. I acknowledge that I have reviewed the information on this Registration Page and hereby agree that it is accurate. I acknowledge that I have received the full Contract, as indicated by the total number of pages in the footer of this Registration Page. I understand my rights under the Dispute Resolution/Arbitration Agreement and Class Action Waiver sections and understand the opt-out instructions. I understand the limited applicability of the federal Magnuson-Moss Warranty Act, stated herein. I understand that the purchase of this Contract is voluntary and not required for purchasing, leasing, or financing a Vehicle.

SIGNATURES			
CUSTOMER SIGNATURE	DATE	SELLER REPRESENTATIVE SIGNATURE	DATE

All benefits are administered by: CENTURY AUTOMOTIVE SERVICE CORPORATION (CA LICENSE # OC88598; WA LICENSE # 264054)
In Florida, all benefits are administered by: MAPFRE WARRANTY CORPORATION OF FLORIDA (FL LICENSE # 17-812900487)
Administrative Address: P.O. Box 3809, Albuquerque, NM 87190, Tel: (877) 793-7123

DEFINITIONS

The terms defined in this section shall have the following meanings, when capitalized throughout this Contract:

ACTUAL CASH VALUE: The value of Your Vehicle will be determined using the current region specific J.D. Power Official Used Car Guide's Average Trade-In value (or an equivalent value from a national or regional guide, should the J.D. Power Official Used Car Guide be unavailable), with appropriate adjustments, in the Administrator's reasonable discretion, for mileage, condition, and/or optional equipment.

ADMINISTRATOR: Century Automotive Service Corporation, in Florida MAPFRE Warranty Corporation of Florida, P.O. Box 3809, Albuquerque, NM 87190, (877) 793-7123.

AUXILIARY BATTERY: A smaller battery that works alongside the Engine Starting Battery to power various electrical systems, especially those used when the engine is off. An Auxiliary Battery is also known as a secondary or backup battery. Not all vehicles have an Auxiliary Battery.

BREAKDOWN: Any original or like replacement part (that is covered by this Contract) that incurs a(n) electrical/mechanical failure which prevents it from performing its intended function(s), provided the Vehicle has received all scheduled maintenance as recommended by the manufacturer in the owner's manual. **Breakdown does NOT include Wear and Tear, where a(n) electrical/mechanical failure has not occurred.**

CLASSIFICATION: Your Vehicle will be classified as NEW or USED based on the Administrator's criteria for this program. This is indicated in the Vehicle Information section of the Registration Page.

COMMERCIAL USE: Any vehicle that is: regularly operated by multiple drivers for profit/hire, part of a fleet, a dealer loaner, or used for police or law enforcement services; fire, ambulance, or emergency services; taxi, limousine, or shuttle services; newspaper, mail, package, or goods delivery; rental services; security services; snow removal or plowing; cable or line installation; or livery or hauling for hire. **Coverage is NOT provided under this Contract for Commercial Use of a vehicle (as defined above), according to the terms and conditions herein.**

CONSEQUENTIAL DAMAGE(S): Any damage(s) Your Vehicle incurs as a(n) direct/indirect result from the failure of another part.

CONTRACT: This Vehicle Service Contract, inclusive of all provisions, terms, and conditions contained herein. **Coverage ONLY applies to the Vehicle identified on the Registration Page in the Vehicle Information section.**

COST: The reasonable and customary charges for the parts and labor necessary to perform Covered Services. These charges shall not exceed the Manufacturer's Suggested Retail Price (MSRP) for parts and/or labor allowances derived from nationally recognized labor time allowance publications. Applicable taxes assessed to the Cost will be covered, according to the terms and conditions herein.

COVERED PART(S): The parts stated in the What Your Contract Covers section. **At the Administrator's discretion, replacement parts used in Covered Services may include new, remanufactured, refurbished, non-original equipment, manufacturer's parts, parts of the same like, kind, and quality (LKQ) (when available and as deemed necessary by the Administrator), or used parts that meet the quality standards of the Repair Facility and/or the Administrator.**

COVERED SERVICE(S): The repairs, replacements, and/or services covered by this Contract. The Obligor shall have payment obligations to a Service Provider, Repair Facility, and/or You for authorized Covered Services, in accordance with terms and conditions of this Contract. **You shall be solely responsible for any incurred expenses above the stated Occurrence limits/Limits of Liability and/or for any non-covered/excluded expenses.**

CURRENT ODOMETER: The actual mileage that is registered on the odometer of Your Vehicle on the Contract Purchase Date, as identified on the Registration Page under Vehicle Information.

DEDUCTIBLE: The amount You must pay for Covered Services per visit. The Deductible is listed in the Coverage Information section of the Registration Page. The Deductible does **NOT** apply to Ancillary Benefits.

ELECTRIC VEHICLE (EV): A vehicle which exclusively uses one or more electric motors for propulsion. Also referred to as an electric drive vehicle.

ENGINE STARTING BATTERY: The battery/batteries/battery pack used to start an internal combustion engine. This would also pertain to the non-HYBRID/non-EV Battery installed/equipped in a(n) HYBRID/Electric Vehicle, when applicable.

EXPIRATION DATE: The date on which this Contract is set to expire. It is listed on the Registration Page in the Coverage Information section.

EXPIRATION MILES: The total number of miles Your Vehicle may reach before this Contract expires. It is listed on the Registration Page in the Coverage Information section.

FACTORY RECOMMENDED MAINTENANCE (FRM): The scheduled maintenance and Service Intervals for a vehicle from the factory. The FRM schedule varies based on the make and model of vehicle You own, so maintenance for Your Vehicle should be performed as recommended by the manufacturer in Your Vehicle's owner's manual. You will be granted a +/- 1,000-mile grace period for all FRM Service Intervals, under the terms and conditions of this Contract.

GROSS VEHICLE WEIGHT RATING (GVWR): The maximum operating weight of a vehicle as specified by the manufacturer, including the vehicle's chassis, body, engine, engine fluids, fuel, accessories, driver, passengers, and cargo (payload), but excluding that of any trailers.

HYBRID/EV BATTERY: The HYBRID/EV battery pack or individual HYBRID/EV battery cell(s) installed in a HYBRID/Electric Vehicle. The HYBRID/EV Battery that is installed may vary based on the make and model of a vehicle. **A HYBRID/EV Battery is separate/different from the Auxiliary/Engine Starting Battery. A HYBRID/EV Battery is ONLY eligible for coverage under this Contract, if the HYBRID/EV Battery meets the requirements herein.**

HYBRID/EV BATTERY BREAKDOWN: The permanent reduction in the amount of energy that a HYBRID/EV Battery can store, which directly impacts its ability to hold an adequate charge. According to the terms and conditions of this Contract, HYBRID/EV Battery Breakdown has occurred once Your Vehicle's HYBRID/EV Battery fails to hold 70% of its original storage capacity. If Your Vehicle states a lower manufacturer's capacity retention, the allowable degradation will be the lesser of the two capacity retention limits. **A HYBRID/EV Battery is ONLY eligible for coverage under this Contract, if the HYBRID/EV Battery meets the requirements herein.**

HYBRID VEHICLE: A vehicle that combines at least one electric motor with an internal combustion engine to propel the vehicle.

IN-SERVICE DATE: The date on which Your Vehicle was first put into service and sold/titled to the original owner. **If the In-Service Date is unknown or is not listed in the Coverage Information section of the Registration Page, the Administrator will use January 1st of Your Vehicle's model year to calculate the Expiration Date.**

INTERNALLY LUBRICATED PART(S): Those components/parts that require lubrication to perform the function(s) for which they were designed, including diesel injectors.

LOWER/LIFT KIT: A product package containing parts needed to lower or lift the ride height of a specific model of vehicle. **This Contract will provide coverage for Your Vehicle, if Your Vehicle has a professionally installed leveling/lift/lowering/suspension kit: 1) of any height when equipped/supplied by the original equipment manufacturer/factory or 2) that is Aftermarket (not supplied by the original equipment manufacturer/factory) ranging from -3" up to a maximum of +4", assuming each tire installed on Your Vehicle falls within original equipment manufacturer allowances for Your Vehicle AND has adequate clearance (meaning the tire does NOT touch, rub, and/or otherwise impede in the standard operation of the Vehicle). This Contract will NOT provide coverage for any damage to any Covered Part(s), if the Administrator deems it to be damage that is a result of the modifications made to the Vehicle. NO VEHICLES WITH LOWER/LIFT KITS THAT ARE OUTSIDE THE STATED PARAMETERS WILL BE COVERED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. THIS CONTRACT DOES NOT COVER ANY NON-ORIGINAL EQUIPMENT MANUFACTURER/AFTERMARKET LEVELING/LIFT/LOWERING/SUSPENSION KIT COMPONENTS.**

OBLIGOR: Century Automotive Service Corporation, in Florida MAPFRE Warranty Corporation of Florida, P.O. Box 3809, Albuquerque, NM 87190, (877) 793-7123.

OCCURRENCE: The one-time use of a Covered Service.

OVERSIZED AND/OR UNDERSIZED TIRES: This Contract will provide coverage for Your Vehicle, if Your Vehicle has tires that are up to 2 tire sizes smaller/larger than the original equipment manufacturer's shortest/tallest factory tire height option for the Vehicle (when it was originally manufactured). **This Limited Warranty will NOT provide coverage for Your Vehicle, if any tire installed on Your Vehicle exceeds 35" and/or any wheel/rim exceeds 22", unless the tire/wheel/rim that was originally equipped by the original equipment manufacturer exceeds these limits.** Any tire/wheel installed on Your Vehicle must have adequate clearance (meaning the tire/wheel does NOT touch, rub, and/or otherwise impede in the standard operation of the Vehicle) in order to qualify for coverage. **This Contract will NOT provide coverage for any damage to any Covered Part(s), if the Administrator deems it to be damage that is a result of the modifications made to the Vehicle. NO VEHICLES WITH TIRES/WHEELS THAT ARE OUTSIDE THE STATED PARAMETERS WILL BE COVERED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. If Oversized and/**

or Undersized Tires are installed on Your Vehicle prior to the sale of this Contract, the speedometer must be recalibrated at time of installation so the speed and mileage readings remain accurate. You must provide the Administrator with proof of recalibration. If proof of recalibration is unavailable, You must provide the Administrator with proof that the tire installation was performed by a Repair Facility. If the Administrator cannot confirm that the speedometer was recalibrated, the Administrator will compute the actual elapsed mileage by multiplying the elapsed mileage as shown on odometer by a correction factor (circumference of oversize tires divided by the circumference of standard size tires) to determine the actual elapsed mileage.

PRE-EXISTING CONDITIONS: Any issue/condition that existed prior to the purchase of this Contract.

PURCHASE DATE: The date on which You purchased this Contract. It is listed on the Registration Page in the Coverage Information section.

REPAIR FACILITY: Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates and employs a technician qualified to make repairs on Your Vehicle.

SELLER: The entity that sold you this Contract, as identified on the Registration Page under Seller Information.

SERVICE INTERVAL: The frequency that Factory Recommended Maintenance should be performed on Your Vehicle, according to the factory/original equipment manufacturer. **It is Your responsibility to ensure that Your Vehicle has received all scheduled maintenance, as recommended by the manufacturer in Your Vehicle's owner's manual.**

SERVICE PROVIDER: An independent contractor that is hired to perform certain Covered Services covered by this Contract.

TERM: The duration of this Contract will be determined by the Term Months and the Term Miles indicated on the Registration Page in the Coverage Information section. The Term of this Contract will begin on the Purchase Date and the Current Odometer. The Term will be deemed expired/exhausted when either the Expiration Date or the Expiration Miles is/are reached (whichever occurs first) or the aggregate total of all benefits paid/payable under this Contract exceeds the limits, as set forth in the Limits of Liability listed in the Coverage Limits section of this Contract.

VEHICLE: The covered Vehicle listed in the Vehicle Information section of the Registration Page.

WARRANTY: Any warranty/guarantee issued to the Vehicle by the original equipment manufacturer (OEM), certified warranty provider, Repair Facility, dealer (including a state required dealer warranty), and/or other automotive distributor.

WEAR AND TEAR: The expected, gradual reduction in a Covered Part's performance due to regular use of the Vehicle, despite being properly maintained, per the original equipment manufacturer's specifications/allowances.

YOU OR YOUR: The customer and/or co-buyer (if applicable) named on the Registration Page, or a valid transferee.

WHAT YOUR CONTRACT COVERS

Any part(s), including seals & gaskets, that experience a Breakdown during the Contract Term, **EXCEPT for any parts specifically excluded throughout this Contract and/or listed in the Exclusions section of this Contract.** In the event of a Breakdown of a Covered Part, the Administrator agrees to pay for or reimburse You for Covered Services and the Cost of parts and labor to repair or replace a Covered Part, less the applicable Deductible, subject to the terms, conditions, and limitations herein. The Administrator will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a Covered Service, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS NOT A COVERED SERVICE.** The Administrator will pay for the replacement of necessary fluids, oils, grease, lubricants, and approved A/C gases that must be replaced in conjunction with a Covered Service, unless otherwise stated herein. **THIS COVERAGE DOES NOT INCLUDE ANY CHARGES FOR SHOP SUPPLIES. Fluids and fasteners will ONLY be covered in conjunction with a Covered Service and cannot be the cause of the Breakdown.**

ANCILLARY BENEFITS

- TOWING:** In the event of a covered Breakdown, the Administrator will reimburse You for reasonable towing charges up to a maximum of \$80 per Occurrence. Any eligible reimbursement shall be for the actual towing charges You incur in excess of any payment/reimbursement You receive from the manufacturer, road club, and/or insurance company.
- RENTAL/LOANER VEHICLE OR ALTERNATIVE TRANSPORTATION:** In the event Your Vehicle is kept for a Covered Service, the Administrator will either pay for or reimburse You towards rental/loaner vehicle or alternative transportation expenses. Such expenses shall be limited to a maximum of \$50 per day and \$250 per use/covered claim. Alternative transportation includes a taxi, car service, rideshare (such as Uber, Lyft, etc.), train fare, or bus fare. **Any fees above the per use/Occurrence maximum will be at Your own expense and will NOT be reimbursed. If You pay for Your rental/loaner vehicle or alternative transportation expenses in full up front, You must provide the Administrator with a paid-in-full receipt, a copy of the rental/loaner vehicle agreement/invoice, and a copy of the qualifying repair order showing completed work, for reimbursement consideration. Rental/loaner vehicle or alternative transportation payment/reimbursement is ONLY offered for the actual covered repair time of Your Vehicle and ends when the covered repairs are completed. Payment/reimbursement is NOT covered for shop scheduling or shop/servicing location/manufacturer delays. If the Administrator is directly responsible for any delays, You may qualify for payment/reimbursement towards the additional business days required to complete the covered repairs to Your Vehicle.**

Please refer to the How To Make A Claim section of this Contract for specific instruction on how to submit documentation or how to contact the Administrator's Customer Service and Claims departments.

YOUR RESPONSIBILITIES

PREVENT FURTHER DAMAGE: In the event of a potential Breakdown, You must take immediate action to prevent further damage to Your Vehicle. This Contract does NOT cover damage caused/worsened by continued operation of Your Vehicle in a failed state or neglecting to repair a failed component in a timely manner. This includes Your failure to observe warning lights, gauges, and/or any other signs of component failure.

MAINTENANCE REQUIREMENTS: In order to receive coverage under the terms and conditions of this Contract, You must have Your Vehicle checked and serviced according to the FRM Schedule/Service Intervals and maintain verifiable receipts/documentation for the maintenance services performed. The receipts/documentation should verify Your Vehicle Identification Number, work orders, and other documentation that show the date, a description of Your Vehicle, its mileage, and the services performed. If You personally perform the maintenance services, then You must maintain verifiable receipts/documentation showing the purchase of ALL parts and materials necessary to perform the maintenance services, along with a statement showing the date and mileage for when they were performed. The Administrator may require that You submit proof of maintenance services when a claim is filed and failure to do so may result in denial of coverage. **LOW MILEAGE DRIVER NOTIFICATION: IF YOUR VEHICLE IS DRIVEN LESS THAN 10,000 MILES PER YEAR, IT IS RECOMMENDED THAT YOU HAVE SERVICES PERFORMED EVERY 6 MONTHS (+/- 1 MONTH) TO MAINTAIN COVERAGE UNDER THIS CONTRACT.**

SUBROGATION: If the Administrator pays for a claim/loss, You may be required to assign the Administrator Your rights of recovery against others. The Administrator will NOT pay for any claim/loss, if You impair these rights to recover. Your rights to recover from others may not be waived.

COVERAGE LIMITS

LIMITS OF LIABILITY: The aggregate total of all benefits paid or payable during the Contract Term shall NOT exceed the Actual Cash Value of Your Vehicle at the instant prior to the most recent claim/loss.

EXCLUSIONS

THE ADMINISTRATOR RESERVES THE RIGHT TO UTILIZE A THIRD PARTY INSPECTION/SERVICE COMPANY TO ANALYZE AND VALIDATE THE CAUSE/EXTENT OF ANY DAMAGE TO YOUR VEHICLE. This Contract will NOT PAY or reimburse You for any part or condition excluded throughout this Contract or for:

- ANY REPAIR, REPLACEMENT, OR SERVICE THAT OCCURS OUTSIDE OF THE UNITED STATES OF AMERICA, PUERTO RICO, AND CANADA.**
- ANY REPAIR, REPLACEMENT, OR SERVICE THAT WAS NOT PRE-AUTHORIZED BY THE ADMINISTRATOR, WITH THE EXCEPTION OF EMERGENCY REPAIRS REQUIRED OUTSIDE OF NORMAL BUSINESS HOURS.**

3. ANY CLAIM THAT IS NOT REPORTED TO THE ADMINISTRATOR WITHIN 45 DAYS FROM THE DATE THE COMPLETED COVERED REPAIR, REPLACEMENT, OR SERVICE.
4. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED AS A RESULT OF A PART/MANUFACTURER DEFECT, INCORRECT ASSEMBLY, AND/OR DESIGN FLAW.
5. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED, BUT IS CAUSED BY A COLLISION/AUTO ACCIDENT, TIPPING/FLIPPING, MISUSE, ABUSE, NEGLECT, ACT OF FRAUD, MISHANDLING, ABNORMAL USE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A REPAIR FACILITY/SERVICE PROVIDER TO PERFORM PROPER REPAIRS), DEFECTIVE PARTS, IMPROPER TOWING (INCLUDING TOWING ABOVE THE MANUFACTURER'S STATED TOW RATING), THE LACK OF PROPER MANUFACTURER RECOMMENDED MAINTENANCE, AND/OR ALTERATIONS/MODIFICATIONS/ADDITIONS TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER. UNAUTHORIZED ALTERATIONS/MODIFICATIONS/ADDITIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, ALTERING/DELETING/REMOVING EMISSION COMPONENTS OR THE DEF SYSTEM, MAKING ELECTRONIC OR SOFTWARE SYSTEM MODIFICATIONS, OR DIGITAL OPTIMIZING OF THE COMPUTER SYSTEM. UNAUTHORIZED ALTERATIONS/MODIFICATIONS/ADDITIONS (OR ANY RESULTING DAMAGES THEREFROM) ARE NOT COVERED REGARDLESS OF IF THEY ARE MADE PRIOR TO OR AFTER YOU PURCHASE THIS CONTRACT AND MAY CAUSE CLAIMS TO BE PARTIALLY OR COMPLETELY DENIED.
6. ANY REPAIR, REPLACEMENT, OR SERVICE COVERED BY ANY OTHER WARRANTY, SERVICE CONTRACT, INSURANCE COMPANY, MANUFACTURER (INCLUDING A MANUFACTURER RECALL CAMPAIGN), OR REPAIR ADJUSTMENT (COLLECTIVELY "OTHER COVERAGE"). THE ADMINISTRATOR SHALL ONLY BE RESPONSIBLE FOR ANY COVERED/QUALIFYING REMAINING BALANCE, AFTER ALL PAYMENTS DUE UNDER THE OTHER COVERAGE(S) HAVE BEEN PAID.
7. ANY PART THAT WAS NOT ORIGINALLY COVERED FOR THE FULL TERM OF THE MANUFACTURER WARRANTY AND/OR SPECIFICALLY EXCLUDED BY THE MANUFACTURER WARRANTY.
8. ANY CLAIM ASSOCIATED WITH THIS CONTRACT, IF THIS CONTRACT WAS TRANSFERRED TO A SUBSEQUENT VEHICLE OWNER, BUT THE ORIGINAL EQUIPMENT MANUFACTURER'S LIMITED WARRANTY WAS DEEMED NON-TRANSFERABLE FOR ANY REASON.
9. ANY PERSONAL EXPENSES (EXCEPT AS OUTLINED IN THE ANCILLARY BENEFITS SECTION) YOU INCUR INCLUDING, BUT NOT LIMITED TO, LOSS OF TIME/PROFIT/INCOME/USE OF THE VEHICLE, INCONVENIENCE, SHOP DELAYS (UNLESS CAUSED BY THE ADMINISTRATOR), DAMAGES FOR BAD FAITH, PUNITIVE/EXEMPLARY DAMAGES, ATTORNEY FEES, AND/OR PERSONAL INJURY, DAMAGE TO PROPERTY, OR DEATH ARISING FROM THE OPERATION OF YOUR VEHICLE, WHETHER OR NOT THE CAUSE IS RELATED TO A COVERED REPAIR, REPLACEMENT, OR SERVICE. THE ADMINISTRATOR AND OBLIGOR ASSUME NO LIABILITY FOR ANY DAMAGE TO YOUR VEHICLE, ITEMS LEFT IN YOUR VEHICLE, OR YOUR PROPERTY, RESULTING FROM THE RENDERING OF COVERED SERVICES. ANY SUCH CLAIMS FOR DAMAGE MUST BE FILED AGAINST THE SERVICE PROVIDER AND/OR REPAIR FACILITY.
10. PRE-EXISTING CONDITIONS OR A CLAIM THAT IS REPORTED AFTER THIS CONTRACT EXPIRES (UNLESS YOU CAN SHOW PROOF THAT THE VEHICLE WAS REPAIRED/IN REPAIR PRIOR TO EXPIRATION).
11. ANY NON-U.S. OR NON-CANADIAN SPECIFICATION MODEL, GREY MARKET VEHICLE, OR ANY VEHICLE: WITH (OR HAS EVER HAD) A BRANDED OR SALVAGED TITLE, THAT WAS EVER DECLARED A TOTAL LOSS OR LEMON, THAT WAS REPOSSESSED/SURRENDERED/NO LONGER IN YOUR POSSESSION, OR THAT HAD THE ORIGINAL MANUFACTURER'S WARRANTY VOIDED FOR ANY REASON. A VEHICLE THAT IS ORIGINALLY TITLED IN CANADA AND IMPORTED TO THE U.S. IS PERMISSIBLE, ASSUMING THE VEHICLE IS PROFESSIONALLY CONVERTED TO MEET U.S. SAFETY STANDARDS AND REGULATIONS. ACCEPTANCE OF THE CONVERTED VEHICLE IS NOT DEPENDENT UPON AN ACTIVE MANUFACTURER'S WARRANTY.
12. ANY INVOICE PRESENTED TO THE ADMINISTRATOR FOR PAYMENT IN WHICH THE REPAIRS, REPLACEMENTS, OR SERVICES WERE NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION.
13. ANY DAMAGE CAUSED BY ACTS OF CRIME/NATURE INCLUDING, BUT NOT LIMITED TO: FALLING OBJECTS, THEFT, LARCENY, EXPLOSIONS, LIGHTNING, EARTHQUAKES, HURRICANES, TORNADOES, HAIL, FIRES, WINDSTORMS, MUD SLIDES, WATER, FLOODS, SUBMERSION, FREEZING TEMPERATURES, VANDALISM, RIOTS, WAR (WHETHER DECLARED OR NOT), TERRORISM, GUN FIRE, TARGETED ATTACKS, BRANDISHING/DISCHARGING OF WEAPONS, BODILY FLUIDS, CIVIL COMMOTION, LABOR DIFFICULTIES, MALICIOUS MISCHIEF, ANIMALS (INCLUDING PETS), ACTS OF GOD, NATURAL DISASTERS, ETC.
14. ANY CLAIM FOR ANY PART OR REPAIR THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS BEING REPAIRED, REPLACED, ADJUSTED, OR UPDATED (INCLUDING UPDATING SOFTWARE, PROGRAMMING, OR CORRECTING THIRD-PARTY INCOMPATIBILITY ISSUES BROUGHT ON BY SYSTEM UPDATES), WHEN A BREAKDOWN OF THAT PART HAS NOT OCCURRED. THIS INCLUDES MODIFICATION, REPLACEMENT, OR ALTERATION OF ORIGINAL SYSTEMS NECESSITATED BY THE REPLACEMENT OF AN OBSOLETE, SUPERSEDED, REDESIGNED, OR UNAVAILABLE PART.
15. HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES (UNLESS THEY ARE RELATED TO PARTS/COMPONENTS SHIPPED BY THE ADMINISTRATOR), ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR THE CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS.
16. ANY CONSEQUENTIAL DAMAGE(S) CAUSED BY OR TO A NON-COVERED PART.
17. THE GRADUAL REDUCTION IN A COVERED PART'S PERFORMANCE, WHERE A BREAKDOWN HAS NOT OCCURRED INCLUDING, BUT NOT LIMITED TO, SEEPAGE FROM SEALS AND GASKETS.
18. ANY BREAKDOWN/DAMAGE CAUSED BY CONTAMINATION, RUST, RUST DAMAGE, CONDENSATION, WATER LEAKS, WATER INTRUSION, RESIDUE, SLUDGE, WORN OR CARBON FOULED PISTON RINGS, STUCK VALVES DUE TO CARBON BUILD UP, CARBON BUILD UP ON CYLINDERS, BENT VALVES (UNLESS CAUSED BY THE BREAKDOWN OF A COVERED PART), PRE-IGNITION DETONATION, PINGING, IMPROPER ENGINE ADJUSTMENTS, LOSS OF COMPRESSION DUE TO LACK OF MAINTENANCE/CONTAMINATION/OVERHEATING, OIL CONSUMPTION OR THE CORRECTION THEREOF, INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM, BENT SHIFT FORKS, CORROSION, DETERIORATION DUE TO THE PASSAGE OF TIME, MECHANICAL OVERLOADING, REVERSED POLARITY AT THE BATTERY, ELECTROLYSIS, FAILURE/LOOSENING OF NUTS/FASTENERS/BOLTS/SECURING HARDWARE, IMPROPER/CONTAMINATED FUEL, THE LACK OF COOLANTS/LUBRICANTS, AND/OR DRIVING/OPERATING THE VEHICLE WHILE IT IS OVERHEATING RESULTING IN ADDITIONAL DAMAGE.
19. ANY CLAIM, IF YOUR VEHICLE'S ODOMETER HAS BEEN ALTERED/DISCONNECTED OR IS INOPERABLE. IF THE ODOMETER BECOMES INOPERABLE DURING THE TERM OF THIS CONTRACT, YOU MUST IMMEDIATELY NOTIFY THE ADMINISTRATOR AND WITHIN 15 DAYS OF THE ODOMETER BECOMING INOPERABLE PROVIDE DOCUMENTATION PROVING THAT THE ODOMETER HAS BEEN REPAIRED.
20. THE FAILURE OF/DAMAGE TO ANY PART NOT COVERED UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, THE AUXILIARY/ENGINE STARTING BATTERIES AND BATTERY CABLES/HARNESSES (UNLESS SPECIFICALLY STATED AS COVERED), INTERIOR LED LIGHTING, STANDARD TRANSMISSION CLUTCH ASSEMBLY, THROWOUT/CLUTCH RELEASE BEARING, FRICTION CLUTCH DISC AND PRESSURE PLATE, SPARK PLUGS, SPARK PLUG WIRES, IGNITION POINTS, A TUNE-UP, POSITIVE VENTILATOR VALVE, FILTERS AND PARTS DAMAGED DUE TO DIRTY FILTERS, WIPER ARMS, WIPER BLADES, PERSONAL COMPUTERS, DRIVE BELTS, EGR VALVE, RESONATORS, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS AND SEATBELTS), GLASS, LENSES, SEALED BEAMS, LIGHT BULBS, ANODES, FUSES, CIRCUIT BREAKERS, CELLULAR PHONES, GAME CENTERS, AFTERMARKET RADAR DETECTION DEVICES/AUDIO EQUIPMENT/SPEAKERS, ALL EXHAUST COMPONENTS BEYOND THE EXHAUST MANIFOLD, HOSES, CATALYTIC CONVERTER, DIESEL PARTICULATE FILTER, WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL CHROME, UPHOLSTERY AND CARPET, PAINT, OUTSIDE ORNAMENTATION, BODY SHEET METAL AND PANELS, FRAME AND STRUCTURAL BODY PARTS, MIRROR GLASS, FINAL DRIVE CHAINS/BELTS/SPROCKETS, VINYL/CONVERTIBLE TOP MATERIALS AND FABRICS, COSMETIC/AESTHETIC ISSUES (INCLUDING, BUT NOT LIMITED TO, SCRATCHES, PAINT DETERIORATION, DENTS, NICKS, NORMAL WEAR AND TEAR, ETC.), DISCOLORATION OF ANY MATERIAL, SEALANTS (OTHER THAN POWERTRAIN FORM-IN-PLACE GASKETS), WHEEL BALANCING, WHEEL COVERS, RAMPS, ANY TEMPORARY REPAIRS, TIRES, AND/OR WHEELS/RIMS. ALIGNMENTS, EXTERNAL NUTS, BOLTS, AND FASTENERS ARE NOT COVERED UNLESS SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGES (EXCEPT WHERE REQUIRED BY THE MANUFACTURER IN CONJUNCTION WITH A COVERED SERVICE). A WIRING HARNESS WILL ONLY BE REPLACED, IF THE MANUFACTURER STATES THAT REPAIR IS NOT ALLOWED OR IN CERTAIN INSTANCES A REPAIR FACILITY CAN SHOW PROOF THAT IT CANNOT BE REPAIRED.

21. HYBRID/ELECTRIC VEHICLE WALL CHARGING CONNECTOR, ANY FUTURE CHARGING CONNECTORS, AND/OR ANY RELATED CHARGING ADAPTERS.
22. ANY CLAIM FOR A PART/COMPONENT THAT THE ORIGINAL EQUIPMENT MANUFACTURER/FACTORY DID NOT PROVIDE AS A PART OF THE ORIGINAL DESIGN OF THE VEHICLE. THIS MAY INCLUDE, BUT IS NOT LIMITED TO, ANY VEHICLE ALTERATIONS OR AFTERMARKET ADDITIONS SUCH AS AN UPFIT, BOX, CUSTOMIZED BED, TRAILER, SNOWPLOW (AND RELATED COMPONENTS), WINCH/Crane, ETC., OR A VEHICLE THAT HAS BEEN STRETCHED/ALTERED FROM THE ORIGINAL EQUIPMENT MANUFACTURER'S DESIGN. COVERAGE UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT DO NOT EXTEND BEYOND ANY PARTS/COMPONENTS SUPPLIED BY THE ORIGINAL EQUIPMENT MANUFACTURER/FACTORY, NOR DOES IT COVER A BREAKDOWN THAT IS DIRECTLY CAUSED BY ANY VEHICLE ALTERATIONS OR AFTERMARKET ADDITIONS.
23. ANY CLAIM, IF YOUR VEHICLE HAS A GROSS VEHICLE WEIGHT RATING OVER 14,000 LBS.
24. ANY CLAIM, IF YOUR VEHICLE IS USED (OR HAS EVER BEEN USED) FOR COMMERCIAL USE, AS DEFINED HEREIN.
25. ANY CLAIM, IF YOUR VEHICLE IS OPERATED/USED: IN ANY RACE/SPEED/OTHER CONTEST OR ACCELERATION TRIALS, CLOSED COURSE/TRACK DRIVING, AT SUSTAINED HIGH-SPEEDS/WIDE OPEN THROTTLE, CONSISTENTLY FOR HIGH-SPEED ACCELERATION/SHIFTING OF ITS TRANSMISSION GEARS AT HIGH-ENGINE RPMs, PRINCIPALLY FOR OFF ROAD USE, OR FOR RENTAL PURPOSES.
26. SEALS AND/OR GASKETS ON/FOR NON-COVERED COMPONENTS, UNLESS IN CONJUNCTION WITH A COVERED SERVICE.
27. ANY A/C SYSTEM CONVERSION, ANY RETROFIT PROCESS, AND/OR ANY COMPONENT FAILURE DUE TO CONTAMINATION INCLUDING, BUT NOT LIMITED TO, THAT OF A SPECIFIED MANUFACTURED REFRIGERATION OIL AND/OR RECHARGE/EVACUATION SYSTEM.
28. ANY VEHICLE THAT IS EQUIPPED WITH A LEVELING/LIFT/LOWERING/SUSPENSION KIT OR TIRE SIZE THAT IS OUTSIDE THE PARAMETERS STATED IN THE DEFINITIONS SECTION.
29. ANY LOSS ARISING OUT OF THE UNAUTHORIZED ACCESS/USE OF ANY SYSTEM, HARDWARE, OR FIRMWARE AND/OR ANY MODIFICATION, REPROGRAMMING, DESTRUCTION, OR DELETION OF DATA OR SOFTWARE BY ANY MEANS.
30. ANY CLAIM FOR A(N) HYBRID/EV BATTERY THAT HAS A CAPACITY GREATER THAN 70% OR THE MINIMUM MANUFACTURER'S CAPACITY ALLOWANCE (WHICHEVER IS LESS). ALL OTHER CAUSES, EXCEPT FOR HYBRID/EV BATTERY BREAKDOWN DUE TO NORMAL USAGE AND CHARGING STANDARDS, ARE EXCLUDED.
31. HYBRID/EV BATTERY DAMAGE CAUSED BY IMPROPER CHARGING INCLUDING, BUT NOT LIMITED TO, OVERCHARGING OR UNDERCHARGING AND/OR MALFUNCTIONS CAUSED BY CHARGING STATIONS. YOU SHOULD ALWAYS ADHERE TO THE MANUFACTURER'S REQUIRED CHARGING METHODS AND ENSURE THAT YOU USE THE CORRECT CHARGING CABLES FOR YOUR VEHICLE.

HOW TO MAKE A CLAIM

If Your Vehicle incurs a Breakdown, You must:

1. take immediate action to prevent any further damage to Your Vehicle.
2. contact the Administrator at (877) 793-7123 **BEFORE** You deliver Your Vehicle to the Repair Facility/Service Provider.
3. contact the Repair Facility/Service Provider to arrange to have Your Vehicle inspected and approved for the repair. Please provide the Repair Facility/Service Provider with this Contract or Contract number and the Administrator's phone number, if possible. If needed, please contact the Administrator at (877) 793-7123 for assistance in locating a Repair Facility or an authorized Service Provider in Your area.
4. obtain authorization from the Administrator prior to teardown(s) and/or receiving any repairs/replacements/services. Upon the Administrator's request, damaged parts/areas of the Vehicle must be made available for inspection before authorization is given. The Administrator reserves the right to deny any claim involving damaged parts that were disposed of and/or damaged areas that are altered prior to their inspection.
5. provide authorization to the Repair Facility/Service Provider to inspect and/or tear down Your Vehicle, when necessary, to determine the cause of the failure and the cost of the repair. You may be responsible for any charges associated with the inspection(s)/teardown(s), if it is determined that no Breakdown occurred or the repair/replacement/service required is not a Covered Service under this Contract. The Administrator reserves the right to require an inspection of Your Vehicle prior to receiving any repairs/replacements/services. **YOUR CLAIM MAY BE DENIED, IF ANY REPAIRS/REPLACEMENTS/SERVICES ARE PERFORMED PRIOR TO THE COMPLETION OF AN INSPECTION REQUESTED BY THE ADMINISTRATOR. YOUR CLAIM MAY ALSO BE DENIED IF THE ADMINISTRATOR IS UNABLE TO VERIFY A FAILURE HAS OCCURRED AND/OR THE CAUSE OF ANY FAILURE. DO NOT AGREE TO HAVE REPAIRS/REPLACEMENTS/SERVICES PERFORMED, UNLESS YOU OR THE REPAIR FACILITY/SERVICE PROVIDER HAS RECEIVED AUTHORIZATION FROM THE ADMINISTRATOR.**
6. review what will be covered by this Contract with the service advisor or manager. **YOU MUST SIGN THE COMPLETED REPAIR ORDER.**
7. provide the Administrator with any documentation (including proof of Vehicle ownership, when requested) that is required to facilitate Your claim within 30 days of the completed Covered Service. You may do so by mailing them to: Century Automotive Service Corporation, P.O. Box 3809, Albuquerque, NM 87190. You may also scan Your documents and email them to claimsdoc@centuryservicecorp.com or FAX them to (505) 883-9658.

Pre-authorization is granted based on the information the Administrator is provided. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied. The amount authorized by the Administrator is the maximum amount that will be paid for the repairs, replacements, and/or services covered under this Contract. Any additional amounts must receive prior authorization from the Administrator.

EMERGENCY SERVICES (OUTSIDE NORMAL BUSINESS HOURS ONLY): Emergency services are **ONLY** those repairs/replacements/services, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and/or impair its future operation. If services covered by this Contract are required outside normal business hours, You should deliver Your Vehicle to the Repair Facility/Service Provider and have the necessary repairs/replacements/services performed. On the next business day, You should report the repairs/replacements/services to the Administrator for reimbursement consideration. You will be responsible for repair costs, if it is determined that the repair/replacement/service was not a Covered Service under this Contract. All claim documentation must be received by the Administrator within 30 days of a completed Covered Service, to be eligible for reimbursement.

CANCELLATION

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days from the Purchase Date, and if no claim has been made, the Administrator will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days from the Purchase Date, or if a claim was made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You, less a \$50 administrative fee, and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.
2. **CANCELLATION BY THE ADMINISTRATOR:** The Administrator may cancel this Contract during the first 30 days from the Purchase Date for any reason. After the first 30 days from the Purchase Date, the Administrator may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Contract Purchase Price;
 - (b) a material misrepresentation made by You (including any inaccurate information on the Registration Page of this Contract); and/or
 - (c) a breach of duties by You relating to the Vehicle or its use. Breach of duties may include acts of fraud, omission, violation of any condition stated in this Contract, etc.

If the Administrator cancels this Contract within the first 30 days from the Purchase Date for any reason (including non-payment of the Contract Purchase Price), and if no claim was made, the Administrator will refund Your entire Contract Purchase Price. If the Administrator cancels this Contract after the first 30 days from the Purchase Date, or if a claim has been made in the first 30 days, the Administrator will refund the

unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less any paid or pending claims.

TRANSFER

You may transfer this Contract to a subsequent owner but not another vehicle. To transfer this Contract, You must mail the following items to the Administrator within 30 days of transfer of Vehicle ownership:

1. a completed transfer form (or a letter showing Your authorization to transfer);
2. a "Bill of Sale" (or a letter stating the sale of the Vehicle) that contains the name and address of the transferee (new Vehicle owner);
3. a legible copy of the front page of this Contract; **AND**
4. a check for \$50 payable to the Administrator, for the transfer fee.

This Contract may NOT be transferred to any person/entity in the business of selling or leasing motor vehicles. To request a transfer form, please contact the Administrator's Customer Service department either by calling (877) 793-7123 or by emailing support@centuryservicecorp.com.

The right to transfer this Contract is only afforded to the original Contract holder.

This Contract may NOT be transferred to a subsequent owner, if the original equipment manufacturer's limited Warranty is deemed non-transferable for any reason.

The Administrator will NOT be responsible/liable to any intended transferee, should You fail to satisfy the transfer requirements stated herein.

OBLIGATIONS

Obligations under this Contract are insured under an insurance policy issued by American Commerce Insurance Company, 211 Main Street, Webster, MA 01570, Tel: (877) 778-3450. If the Obligor fails to pay an authorized claim within 60 days, or if the Obligor becomes insolvent or ceases to conduct business during the Term of this Contract, You may submit Your claim directly to American Commerce Insurance Company for consideration.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT

PLEASE READ THE FOLLOWING DISPUTE RESOLUTION & ARBITRATION AGREEMENT CAREFULLY TO UNDERSTAND YOUR RIGHTS, INCLUDING THE OPT-OUT PROVISION. YOUR AGREEMENT TO THIS DISPUTE RESOLUTION & ARBITRATION AGREEMENT MEANS CLAIMS (AS DEFINED BELOW) WILL BE RESOLVED SOLELY THROUGH BINDING ARBITRATION RATHER THAN BY A JUDGE OR JURY.

Arbitration is a method of resolving a Claim dispute without filing a lawsuit. This Dispute Resolution & Arbitration Agreement sets forth the terms and conditions of our agreement to binding arbitration. Per the terms and conditions stated in this Dispute Resolution & Arbitration Agreement and those listed in the Class Action Waiver (found immediately below in the next section of this Contract), You, the Obligor, and the Administrator (the "Parties") are agreeing to submit to binding arbitration on an individual basis for resolution for any and all Claim disputes. The Parties agree that any and all claims, disputes, and controversies related in any way to this Contract including, but not limited to, claims related to the underlying transaction giving rise to this Contract, Claims related to the sale or fulfillment of this Contract, and Claims against any third-party (including the Seller and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and/or assigns) arising under or related in any way to this Contract or the underlying transaction or the sale or fulfillment of this Contract (collectively "Claims"), shall be resolved by binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and/or Claims against any of the Obligor's or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and/or assigns). In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. PER THE TERMS AND CONDITIONS STATED IN THIS DISPUTE RESOLUTION & ARBITRATION AGREEMENT, THE PARTIES, INCLUDING YOU, HEREBY WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.

In addition, except as expressly stated in the Class Action Waiver (found immediately below in the next section of this Contract), or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Dispute Resolution & Arbitration Agreement including, but not limited to, any unconscionability challenge or any other challenge that the Dispute Resolution & Arbitration Agreement is void, voidable, or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Contract.

The Parties agree and acknowledge that the transaction evidenced by this Contract affects interstate commerce. The Parties further agree that all issues relating to arbitration, this Dispute Resolution & Arbitration Agreement, and/or the Class Action Waiver (found immediately below in the next section of this Contract) including their enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to arbitration, this Dispute Resolution & Arbitration Agreement, and/or the Class Action Waiver (found immediately below in the next section of this Contract), then the law of the state where You purchased the Contract shall apply, without regards to conflicts of law.

The arbitration shall be administered by the American Arbitration Association ("AAA") and shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on the AAA and a copy of the Code may be found at www.adr.org. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total Claim(s) (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's procedures for the resolution of disputes through document submission. Although, a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have the right to attend the hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, at the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If You initiate arbitration with the AAA, You must pay the AAA filing fee (in an amount no greater than the fee You would have to pay if You filed a complaint in federal court). The Administrator will pay any remaining costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your Claims are frivolous, You shall bear all of the Arbitration Costs. If the Administrator initiates arbitration against You, the Administrator will pay the AAA filing fee and the Arbitration Costs. Each Party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a Party the right to recover any of those fees from the other Party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Dispute Resolution & Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Dispute Resolution & Arbitration Agreement shall nevertheless remain valid and enforceable. If this Class Action Waiver (found immediately below in the next section of this Contract) is ruled unenforceable or is interpreted to not prevent a Class Action, then the Dispute Resolution & Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not arbitration.

OPT-OUT PROVISION: YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION & ARBITRATION AGREEMENT BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO THE ADMINISTRATOR WITHIN 30 DAYS OF THE PURCHASE OF THIS CONTRACT

(THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER, THE REGISTRATION PAGE OF THIS CONTRACT, AND THE RECEIPT FROM THE SELLER). To opt out, You must send written notice to the Administrator at Century Automotive Service Corporation, P.O. Box 3809, Albuquerque, NM 87190. You must include in Your opt out notice: (a) the subject "Arbitration Agreement Opt Out", (b) Your name and address, (c) the date You purchased Your Contract, and (d) the Seller's name and address. If You properly and timely opt out, then Your Claims will be resolved in court rather than arbitration.

CLASS ACTION WAIVER

PLEASE READ THE FOLLOWING CLASS ACTION WAIVER CAREFULLY TO UNDERSTAND YOUR RIGHTS, INCLUDING THE OPT-OUT PROVISION. YOUR AGREEMENT TO THIS CLASS ACTION WAIVER MEANS CLAIMS (AS DEFINED ABOVE IN THE DISPUTE RESOLUTION & ARBITRATION AGREEMENT SECTION) WILL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS, RATHER THAN IN A CLASS ACTION.

All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action, action on behalf of the general public, and/or a similar proceeding (any such action is referred to herein as a "Class Action"). PER THE TERMS AND CONDITIONS STATED IN THIS CLASS ACTION WAIVER, NO CLAIM WILL BE BROUGHT FORTH AND/OR ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's Claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Dispute Resolution & Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his/her/its powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either Party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

OPT-OUT PROVISION: YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO THE ADMINISTRATOR WITHIN 30 DAYS OF THE PURCHASE OF THIS CONTRACT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER, THE REGISTRATION PAGE OF THIS CONTRACT, AND THE RECEIPT FROM THE SELLER). To opt out, You must send written notice to the Administrator at Century Automotive Service Corporation, P.O. Box 3809, Albuquerque, NM 87190. You must include in Your opt out notice: (a) the subject "Class Action Opt Out", (b) Your name and address, (c) the date You purchased Your Contract, and (d) the Seller's name and address. If You properly and timely opt out, then Your Claims will be resolved in court rather than arbitration and could be subject to Class Action.

PRIVACY POLICY

The Administrator is committed to user privacy. For information on how the Administrator collects, uses, and discloses Your personal information, please review the Privacy Policy/California Consumer Privacy Act at centuryservicecorp.com.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT

The additional fee that is required for coverage under this Contract is completely separate from the purchase price You paid for Your Vehicle. Therefore, this Contract shall have no bearing on Your decision to purchase the Vehicle. Furthermore, the Administrator of this Contract is NOT the supplier of the Vehicle. Consequently, this Contract is NOT a "written warranty" under the federal Magnuson-Moss Warranty Act. As a result, this Contract is NOT subject to the provisions of the Magnuson-Moss Warranty Act that apply only to a "written warranty".

LIMITATION OF LIABILITY

NOT ALL VEHICLES QUALIFY FOR COVERAGE UNDER THIS CONTRACT. IF YOU ARE SOLD THIS CONTRACT IN ERROR (INCLUDING, BUT NOT LIMITED TO, ANY SALE THAT IS THE RESULT OF A MISREPRESENTATION BY THE SELLER TO YOU), NEITHER THE ADMINISTRATOR NOR THE OBLIGOR SHALL BE LIABLE FOR ANY CLAIMS, UNDER THE TERMS AND CONDITIONS HEREIN. HOWEVER, IF THE VEHICLE LISTED ON THE REGISTRATION PAGE OF THIS CONTRACT IS INELIGIBLE FOR COVERAGE, YOU WILL BE ENTITLED TO RECEIVE A FULL REFUND OF THE CONTRACT PURCHASE PRICE, UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. THE FOREGOING REPRESENTS THE ADMINISTRATOR AND OBLIGOR'S SOLE AND EXCLUSIVE LIABILITY TO YOU, IF THIS CONTRACT IS SOLD FOR AN INELIGIBLE VEHICLE. FOR ALL ELIGIBLE VEHICLES, THIS CONTRACT SETS OUT THE FULL EXTENT OF THE ADMINISTRATOR'S/OBLIGOR'S RESPONSIBILITIES. NEITHER THE ADMINISTRATOR NOR THE OBLIGOR SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND/OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACTS OR OMISSIONS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE ADMINISTRATOR NOR THE OBLIGOR AUTHORIZE ANY PERSON, ENTITY, SELLER REPRESENTATIVE, OR MANUFACTURER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS CONTRACT.

STATE AMENDMENTS

These special state amendments apply if Your Contract was issued in one of the following states. If any term/condition herein conflicts with the laws of the state in which it was issued, the term/condition is hereby amended to conform to state law. The remaining terms/conditions of this Contract will remain in full force.

ALABAMA: Cancellation section items 1 and 2 are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days and if no claim has been made, the Administrator will refund Your entire Contract Purchase Price. The right to void this Contract only applies to You and only if no claim was made. If You cancel this Contract within the first 30 days, a 10% per month penalty shall be added to any refund that is not paid or credited within 45 days after the return of this Contract to the Administrator. If You cancel this Contract after the first 30 days, or if a claim was made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less a \$25 administrative fee, and less any paid or pending claims.
- 2. CANCELLATION BY THE ADMINISTRATOR:** The Administrator may cancel this Contract based on one or more of the following reasons: (a) non-payment of the Contract Purchase Price; (b) a material misrepresentation made by You (including any inaccurate information on the Registration Page of this Contract); or (c) a breach of duties by You relating to the Vehicle or its use. If the Administrator cancels this Contract, the Administrator will refund You 100% of the Contract Purchase Price, less any paid or pending claims. If the Administrator cancels this Contract for any reason other than non-payment or material misrepresentation, the Administrator shall mail a written notice of cancellation to You at Your last known address at least 5 days prior to the cancellation effective date.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver sections are amended by adding the following:
Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

ALASKA: Cancellation section items 1 and 2 are deleted and replaced with the following:

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days from the Purchase Date, and if no claim has been made, the Administrator will refund Your entire Contract Purchase Price. The right to void this Contract only applies to You and only if no claim was made. If You cancel this Contract after the first 30 days from the Purchase Date, or if a claim was made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of 7.5% of the unearned Contract Purchase Price, and less any paid or pending claims. If the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a penalty in the amount of 10% of the Contract Purchase Price will be added to Your refund for each month the refund remains unpaid.
2. **CANCELLATION BY THE ADMINISTRATOR:** The Administrator may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Contract Purchase Price;
 - (b) a material misrepresentation made by You (including any inaccurate information on the Registration Page of this Contract); or
 - (c) a breach of duties by You relating to the Vehicle or its use.

If the Administrator cancels this Contract within the first 30 days from the Purchase Date for any reason including non-payment of the Contract Purchase Price, and if no claim has been made, the Administrator will refund Your entire Contract Purchase Price. If the Administrator cancels this Contract after 30 days from the Purchase Date, or if a claim has been made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less any paid or pending claims. If the Administrator cancels this Contract, the Administrator will mail written notice at least 5 days before cancellation to You at Your last known address stating the effective date and the reason for cancellation. If the Administrator cancels this Contract and do not provide Your refund within 45 days of the effective date of cancellation, a penalty in the amount of 10% of the Contract Purchase Price will be added to your refund for each month the refund remains unpaid.

The Obligations section is amended by adding the following:

If the Administrator fails to provide a Covered Service under this Contract within 30 days after You notify the Administrator of a claim, You are entitled to apply directly to the insurer for payment of the Administrator's obligation.

The Dispute Resolution/Arbitration Agreement section is deleted and replaced with the following Appraisal Clause:

In the event of a dispute, if You and the Administrator fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within 10 days of the written demand, You and the Administrator must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon You and the Administrator. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon You and the Administrator. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict the rights of You and the Administrator or confer any rights to You and the Administrator.

ARIZONA: Exclusions section is amended by adding the following:

Exclusions 5, 19, 25, and 26 are only applicable if the damage or loss occurred while You owned the Vehicle.

Exclusions 11 and 20 will only apply if Your Vehicle becomes ineligible after You have purchased this Contract.

Exclusions section items 5 and 10 are deleted and replaced with the following:

5. **ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED, BUT IS CAUSED BY A COLLISION/AUTO ACCIDENT, TIPPING/FLIPPING, MISUSE, ABUSE, NEGLIGENCE, ACT OF FRAUD, MISHANDLING, ABNORMAL USE, NEGLIGENCE, IMPROPER TOWING (INCLUDING TOWING ABOVE THE ORIGINAL EQUIPMENT MANUFACTURER'S STATED TOW RATING), THE LACK OF PROPER MANUFACTURER RECOMMENDED MAINTENANCE, AND/OR ALTERATIONS/MODIFICATIONS/ADDITIONS TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER. UNAUTHORIZED ALTERATIONS/MODIFICATIONS/ADDITIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, ALTERING/DELETING/REMOVING EMISSION COMPONENTS, THE DEF SYSTEM, OR THE PERFORMANCE SYSTEM, MAKING ELECTRONIC OR SOFTWARE SYSTEM MODIFICATIONS, OR DIGITAL OPTIMIZING OF THE COMPUTER SYSTEM. UNAUTHORIZED ALTERATIONS/MODIFICATIONS/ADDITIONS (OR ANY RESULTING DAMAGES THEREFROM) ARE NOT COVERED REGARDLESS OF IF THEY ARE MADE PRIOR TO OR AFTER YOU PURCHASE THIS CONTRACT AND MAY CAUSE CLAIMS TO BE PARTIALLY OR COMPLETELY DENIED.**
10. **ANY PRE-EXISTING MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS CONTRACT, UNLESS SUCH CONDITIONS WERE KNOWN, OR SHOULD REASONABLY HAVE BEEN KNOWN, BY THE ADMINISTRATOR OR THE SELLER AT THE TIME OF SALE.**

Cancellation section item 1 is deleted and replaced with the following:

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. If You cancel this Contract after the first 30 days, or if a claim was made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, after deducting for any paid or pending claims and a \$50 administrative fee or 10% of the gross amount paid by You, whichever is less.

The Obligations section is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by American Commerce Insurance Company, 211 Main Street, Webster, MA 01570, Tel: (877) 778-3450. In the event the Administrator ceases to operate, is bankrupt, or Your claim is not paid within 30 days after proof of loss has been filed, You may file a direct claim with American Commerce Insurance Company.

The Dispute Resolution/Arbitration Agreement section is amended by adding the following:

Arbitration does not prohibit You from following the process to resolve complaints under the provisions of A.R.S. §0-1095.09, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions, Consumer Protection Division at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Attn: Consumer Affairs Division. You may directly file any complaint with the DIFI against a service company issuing an approved service contract under the provisions of A.R.S. §§20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the DIFI via phone at (602) 364-3100 or via website at www.difi.az.gov.

The Limitation of Liability section is deleted and replaced with the following:

NOT ALL VEHICLES QUALIFY FOR COVERAGE UNDER THIS CONTRACT. IF YOU ARE SOLD THIS CONTRACT IN ERROR, NEITHER THE ADMINISTRATOR NOR THE OBLIGOR SHALL BE LIABLE FOR ANY CLAIMS, UNDER THE TERMS AND CONDITIONS HEREIN. HOWEVER, IF THE VEHICLE LISTED ON THE REGISTRATION PAGE OF THIS CONTRACT IS INELIGIBLE FOR COVERAGE, YOU WILL BE ENTITLED TO RECEIVE A FULL REFUND OF THE CONTRACT PURCHASE PRICE, UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. THE FOREGOING REPRESENTS THE ADMINISTRATOR AND OBLIGOR'S SOLE AND EXCLUSIVE LIABILITY TO YOU, IF THIS CONTRACT IS SOLD FOR AN INELIGIBLE VEHICLE. FOR ALL ELIGIBLE VEHICLES, THIS CONTRACT SETS OUT THE FULL EXTENT OF THE ADMINISTRATOR'S/OBLIGOR'S RESPONSIBILITIES. NEITHER THE ADMINISTRATOR NOR THE OBLIGOR SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL,

PUNITIVE, AND/OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACTS OR OMISSIONS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE ADMINISTRATOR NOR THE OBLIGOR AUTHORIZE ANY PERSON, ENTITY, SELLER REPRESENTATIVE, OR MANUFACTURER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS CONTRACT.

ARKANSAS: Cancellation section items 1 and 2 are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days from the Purchase Date, and if no claim has been made, the Administrator will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days from the Purchase Date, or if a claim was made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You, less a \$50 administrative fee. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.
- 2. CANCELLATION BY THE ADMINISTRATOR:** The Administrator may cancel this Contract during the first 30 days from the Purchase Date for any reason. After the first 30 days from the Purchase Date, the Administrator may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Contract Purchase Price;
 - (b) a material misrepresentation made by You (including any inaccurate information on the Registration Page of this Contract); and/or
 - (c) a breach of duties by You relating to the Vehicle or its use. Breach of duties may include acts of fraud, omission, violation of any condition stated in this Contract, etc.

If the Administrator cancels this Contract within the first 30 days from the Purchase Date for any reason (including non-payment of the Contract Purchase Price), and if no claim was made, the Administrator will refund Your entire Contract Purchase Price. If the Administrator cancels this Contract after the first 30 days from the Purchase Date, or if a claim has been made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.

COLORADO: The Obligations section is amended by adding the following:

Obligations under this Contract are guaranteed by reimbursement insurance policy (USA-001 XOL) issued by American Commerce Insurance Company, 211 Main Street, Webster, MA 01570, Tel: (877) 778-3450.

CONNECTICUT: The following disclosure is added to this Contract:

If the Vehicle is in repair at the time this Contract expires, the Expiration Date will be automatically extended until the repair is complete.

Cancellation section item 1 is amended by adding the following:

You may cancel this Contract at any time, including if You return the Vehicle or if the Vehicle is sold, lost, stolen, or destroyed.

The Obligations section is amended by adding the following:

You may file a claim with American Commerce Insurance Company, 211 Main Street, Webster, MA 01570, Tel: (877) 778-3450, if the Administrator fails to perform according to the terms of this Contract.

The Dispute Resolution/Arbitration Agreement section is amended by adding the following:

If the Administrator is unable to resolve any disputes with You regarding this Contract, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the efforts made to resolve the dispute and the results of those efforts, the Purchase Price or Lease Price of Your Vehicle, the cost of any disputed repairs, and a copy of this Contract.

DISTRICT OF COLUMBIA (D.C.): Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. The right to cancel in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days or if a claim has been made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of 10% of the Contract Purchase Price, and less any paid or pending claims.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract, the Administrator will mail written notice to You at least 5 days prior to the effective date of cancellation stating the date and reason for cancellation.

FLORIDA: The following disclosures are added to this Contract:

In Florida, the Vehicle Service Contract Provider is American Commerce Insurance Company, Florida License # 17-812900487, 211 Main Street, Webster, MA 01570, Tel: (877) 778-3450.

At the Administrator's discretion, replacement parts used in Covered Services may include non-original equipment manufacturer parts, new re-manufactured parts, or used parts that meet the quality standards of the Repair Facility or the Administrator.

The following is added to the Registration Page:

You acknowledge Your understanding of and agree to the Dispute Resolution/Arbitration Agreement and Class Action Waiver sections in this Contract. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver sections for opt-out instructions. You acknowledge that any misrepresentation on Your part may result in the denial of a claim.

The rate charged to You for this Contract is not subject to regulation by the Florida Office of Insurance Regulation.

I agree and acknowledge that I have paid an additional fee for this Contract that is separate and apart from the Vehicle purchase price. Because of that separately stated consideration, I agree and acknowledge that this Contract is not part of the basis of the bargain for my purchase of the covered Vehicle. I further agree and acknowledge that the Administrator under this Contract is not the supplier of the covered Vehicle. Consequently, this Contract is not a "written warranty" under the federal Magnuson-Moss Warranty Act. As a result, this Contract is not subject to the provisions of Magnuson-Moss Warranty Act that apply only to a "written warranty".

The additional fee that is required for coverage under this Contract is completely separate from the purchase price You paid for the Vehicle. Therefore, this Contract shall have no bearing on Your decision to purchase the covered Vehicle. Furthermore, the Administrator of this Contract is NOT the supplier of the covered Vehicle.

Cancellation section items 1 and 2 are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days from the Purchase Date, the Administrator will refund Your entire

Contract Purchase Price. If You cancel this Contract after the first 30 days from the Purchase Date, the Administrator will refund You 100% of the unearned Contract Purchase Price, less an administrative fee of 10% of the Contract Purchase Price, and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.

2. **CANCELLATION BY THE ADMINISTRATOR:** The Administrator may cancel this Contract during the first 30 days from the Purchase Date for any reason. After the first 30 days from the Purchase Date, the Administrator may cancel this Contract based on one or more of the following reasons:
- (a) non-payment of the Contract Purchase Price, in which case the Administrator shall provide You a notice of cancellation by certified mail;
 - (b) a material misrepresentation made by You at the time of sale of this Contract;
 - (c) the odometer has been tampered with or disabled and You have failed to repair it; or
 - (d) You fail to maintain the Vehicle, as prescribed by the manufacturer.

If the Administrator cancels this Contract within the first 30 days from the Purchase Date, the Administrator will refund You 100% of the Contract Purchase Price. If the Administrator cancels after the first 30 days from the Purchase Date, the Administrator will refund 100% of the unearned Contract Purchase Price to You, less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.

The Transfer section item 4 is deleted and replaced with the following:
(4) a check for \$40 payable to the Administrator, for the transfer fee.

GEORGIA: The Registration Page is amended by adding the following:
Pre-Existing Conditions known to You are not covered under the terms and conditions of this Contract.

The following disclosure is added to this Contract:
This is not an insurance contract.

Exclusions section item 4 is removed in its entirety.

Exclusions section items 5, 10, 13, 19, and 20 are deleted and replaced with the following:

5. **ANY LOSS, DAMAGE, OR EXPENSE CAUSED BY ACCIDENT(S) AND/OR ALTERATIONS/MODIFICATIONS TO THE VEHICLE MADE BY YOU OR WITH YOUR KNOWLEDGE NOT AUTHORIZED BY ITS MANUFACTURER.**
10. **ANY PRE-EXISTING MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE DATE OF THIS CONTRACT THAT WERE KNOWN TO YOU OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE FAILURE OF A NON-COVERED COMPONENT.**
13. **COSTS OR EXPENSES IF THE UNIT HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, COLLISION OR UPSET, FALLING MISSILES OR OBJECTS, FIRE, SMOKE, OR SOOT, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER OR WATER INTRUSION, SUBMERSION, FLOOD, FREEZING OR ICE DAMAGE, CONTACT WITH A BIRD OR ANIMAL, BROKEN GLASS, DETONATION, PRE-IGNITION, CARBON OR CONTAMINATION OF ANY KIND, DISCHARGE OF NUCLEAR WEAPON, CORROSION, RUST ELECTROLYSIS, DETERIORATION DUE TO THE PASSAGE OF TIME, CONDENSATION, REVERSE POLARITY, FAILURE OR LOOSENING OF NUTS, FASTENERS, OR BOLTS, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, WAS, INSURRECTION, REBELLION, OR REVOLUTION, DAMAGE TO THE ENGINE BLOCK OR CYLINDER HEADS CAUSED BY OVERHEATING, FREEZING, OR WARPAGE, THROWOUT BEARING, CLUTCH ENGAGEMENT ARM AND PIVOT, CLUTCH DISC, AND PRESSURE PLATE, BATTERY CASE AND MOUNTING HARDWARE, PLUG-IN CABLE, TRICKLE CHARGER CABLE, PCV VALVES, FLEX PLATES, FLY WHEELS, CARPET, ASH TRAYS, CUP HOLDERS, OR IF THE UNIT IS A TOTAL LOSS, HAS BEEN REPOSSESSED, OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER EXCEPT AS OUTLINED IN THIS CONTRACT.**
19. **ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, THE LACK OF COOLANTS/LUBRICANTS, OR RESTRICTED OIL FLOW.**
20. **IF THE UNIT HAS AN ODOMETER, COSTS OR EXPENSES IF THE UNIT'S ODOMETER BREAKS OR BECOMES INOPERABLE OR UNRELIABLE FOR ANY REASON AND ODOMETER REPAIRS WERE NOT MADE IMMEDIATELY AT THE TIME OF FAILURE, OR IF THE ODOMETER HAS BEEN TAMPERED WITH, DISCONNECTED, OR ALTERED IN ANY WAY WHILE OWNED BY YOU SUBSEQUENT TO THE PURCHASE DATE OF THIS CONTRACT.**

Cancellation section items 1 and 2 are deleted and replaced with the following:

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 60 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. If You cancel this Contract within the first 60 days, and a claim has been made, the Administrator will refund the entire Contract Purchase Price, less any claims paid. If You cancel this Contract within the first 60 days and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a penalty in the amount of 10% of the unearned Contract Purchase Price will be added to Your refund for each month the refund remains unpaid. If You cancel this Contract after the first 60 days, the Administrator will refund the unearned Contract Purchase Price to You, less any claims paid, and less an administrative fee of 10% of the unearned Contract Purchase Price. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.
2. **CANCELLATION BY THE ADMINISTRATOR:** The Administrator may cancel this Contract based on one or more of the following reasons: (a) non-payment of the Contract Purchase Price; (b) a material misrepresentation made by You (including any inaccurate information on the Registration Page of this Contract); or (c) fraud by You relating to the Vehicle or its use. If the Administrator cancels this Contract, the Administrator will refund You 100% of the Contract Purchase Price less any paid or pending claims. If the Administrator cancels this Contract for non-payment of the Contract Purchase Price, a material misrepresentation made by You, or fraud, the Administrator will mail You written notice stating the reason for and the effective date of cancellation at least 30 days prior to the effective date of cancellation.

The Obligations section is amended by adding the following:

The Administrator's obligations under this Contract are insured under an insurance policy issued by American Commerce Insurance Company, 211 Main Street, Webster, MA 01570. In the event the Administrator fails to pay any claim or refund the consideration paid within 60 days after proof of loss has been filed, You may file a direct claim with American Commerce Insurance Company for consideration. To do so, please call the following toll-free number for instructions: (877) 778-3450.

The Dispute Resolution/Arbitration Agreement section is deleted and replaced with the following:

The Administrator shall not invoke any arbitration provision contained in this Contract.

HAWAII: Cancellation section item 1 is deleted and replaced with the following:

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price, less any paid or pending claims. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days and the Administrator does not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the refund. If You cancel this Contract after the first 30 days, or if a claim was made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less a \$50 administrative fee, and less any paid or pending claims.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract, the Administrator will mail written notice to You at least 5 days prior to the effective date of

cancellation stating the date and reason for cancellation.

IDAHO: The following disclosure is added to this Contract:

Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Association.

Cancellation section items 1 and 2 are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days from the Purchase Date, and if no claim has been made, the Administrator will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days from the Purchase Date, or if a claim has been made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You, less a \$50 administrative fee. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.
- 2. CANCELLATION BY THE ADMINISTRATOR:** The Administrator may cancel this Contract during the first 30 days from the Purchase Date for any reason. After the first 30 days from the Purchase Date, the Administrator may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Contract Purchase Price;
 - (b) a material misrepresentation made by You (including any inaccurate information on the Registration Page of this Contract); and/or
 - (c) a breach of duties by You relating to the Vehicle or its use. Breach of duties may include acts of fraud, omission, violation of any condition stated in this Contract, etc.

If the Administrator cancels this Contract within the first 30 days from the Purchase Date for any reason (including non-payment of the Contract Purchase Price), and if no claim was made, the Administrator will refund Your entire Contract Purchase Price. If the Administrator cancels this Contract after the first 30 days from the Purchase Date, or if a claim has been made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.

ILLINOIS: The following disclosure is added to this Contract:

Repairs will not be made due to normal Wear and Tear.

Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and no claim has been paid, the Administrator will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days, or if a claim has been paid in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less a \$50 administrative fee or 10% of the Contract Purchase Price, whichever is less, and less any paid or pending claims.

INDIANA: The following disclosure is added to this Contract.

This Contract is not insurance and is not subject to Indiana insurance law.

The Obligations section is amended by adding the following:

You may also request payment from the insurer for any refund that the Administrator fails to pay within 60 days.

IOWA: The following disclosure is added to this Contract.

You may contact the Iowa Commissioner of Insurance at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315, (515) 654-6600.

Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and no claims have been made, the Administrator will refund the entire Contract Purchase Price. The right to cancel and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days, a 10% penalty per month shall be added to a refund that is not paid within 30 days of the return of this Contract. If You cancel this Contract after the first 30 days, or if a claim has been made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of 10% of the Contract Purchase Price, and less any paid or pending claims. If You cancel, the Administrator shall mail a written notice of cancellation to You within 15 days of the effective date of cancellation.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract, the Administrator will mail written notice to You at least 15 days prior to the effective date of cancellation stating the date and reason for cancellation.

LOUISIANA: The following disclosures are added to this Contract:

This Contract is not insurance and is not subject to Louisiana insurance law.

This Contract is not regulated by the Department of Insurance.

Any concerns or complaints regarding this Contract may be directed to the attorney general.

Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days from the Purchase Date, and if no claim has been made, the Administrator will refund Your entire Contract Purchase Price. If You cancel this Contract within the first 30 days, a 10% penalty per month shall be added to a refund that is not paid within 45 days of the return of this Contract. If You cancel this Contract after the first 30 days from the Purchase Date, or if a claim was made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You, less a \$50 administrative fee, and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract, the Administrator will mail written notice to You at least 15 days prior to the effective date of cancellation stating the date and reason for cancellation. Prior notice is not required if the reason for cancellation is non-payment of the Contract Purchase Price, a material misrepresentation by You to the Administrator, or a breach of duties by You relating to the Vehicle or its use. The notice shall state the effective date and the reason for the cancellation.

MAINE: Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund Your entire Contract Purchase Price. The refund for cancellation by You during the first 30 days will include any sales tax refund required pursuant

to state law. The right to cancel and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days, and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, or if a claim was made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of 10% of the Contract Purchase Price, and less any paid or pending claims.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract, the Administrator will mail written notice to You at least 15 days prior to the effective date of cancellation stating the date and reason for cancellation.

The Obligations section is amended by adding the following:

You may also request payment from the insurer for any refund that the Administrator fails to pay within 60 days.

MARYLAND: The following disclosures are added to this Contract.

If the Vehicle is in repair at the time this Contract expires, the Expiration Date will be automatically extended until the repair is complete. If the Administrator fails to perform as outlined in this Contract prior to the expiration of this Contract, this Contract will not terminate and the Expiration Date shall be extended until obligations are complete pursuant to the terms and conditions of this Contract.

Exclusions section item 4 is removed in its entirety.

Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days, and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, or if a claim has been made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims.

The Obligations section is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by American Commerce Insurance Company, 211 Main Street, Webster, MA 01570. In the event the Obligor fails to pay any claim or make any refund consideration due within 60 days after proof of loss has been filed, You may file a direct claim with American Commerce Insurance Company. To do so, please call the following toll-free number for instructions: (877) 778-3450.

The Dispute Resolution/Arbitration Agreement section is amended by adding the following:

If the Obligor breaches any duties under this Contract, You may file action in any court of competent jurisdiction.

MINNESOTA: Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days, and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, or if a claim has been made within the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract for any reason listed, the Administrator will mail written notice to You at least 5 days prior to the effective date of cancellation stating the date and reason for cancellation. If the Administrator cancels this Contract for any other reason, the Administrator will mail written notice to You at least 15 days prior to the effective date of cancellation stating the date and reason for cancellation.

MISSISSIPPI: The Registration Page is amended by adding the following:

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

1. This Contract includes a binding arbitration provision (see the Dispute Resolution/Arbitration Agreement section).
2. The arbitration provision requires that any dispute related to Your coverage must be resolved by arbitration and not in a court of law.
3. The results of the arbitration are final and binding on You and the Administrator.
4. In an arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
5. When You become a Contract holder under this Contract, You must resolve any dispute related to this Contract by binding arbitration instead of a trial in court, including a trial by jury.
6. Binding arbitration generally takes the place of resolving disputes by a judge and jury.
7. Should You need additional information regarding the binding arbitration provision in this Contract, You may contact the Administrator's toll-free assistance line at (877) 793-7123.

Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days, and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, or if a claim has been made within the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of 10% of the Contract Purchase Price, and less any paid or pending claims.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract for non-payment, the Administrator will mail written notice to You at least 10 days prior to the effective date of cancellation stating the date and reason for cancellation. If the Administrator cancels this Contract for any other reason, the Administrator will mail written notice to You at least 30 days prior to the effective date of cancellation stating the date and reason for cancellation.

MISSOURI: Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly

to the Administrator. If You cancel this Contract within the first 30 days, the Administrator will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days, and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, or if a claim has been made within the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims. If You cancel this Contract, the Administrator will mail written notice to You within 45 days of the date of cancellation.

MONTANA: Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract for any reason other than non-payment of the Contract Purchase Price, a material misrepresentation made by You, or a breach of duties by You relating to the Vehicle or its use, the Administrator will mail written notice to You at Your last known address stating the date and reason for cancellation least 5 days prior to the effective date of cancellation.

NEBRASKA: The Dispute Resolution/Arbitration Agreement section is amended by adding the following:

Arbitration can be, upon mutual agreement, applied to an existing controversy, but cannot be required for disputes that might arise in the future.

NEVADA: The following disclosures are added to this Contract:

If You are not satisfied with the manner the Administrator handles a claim, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

This Contract is non-renewable.

At the Administrator's discretion, replacement parts used in Covered Services may include new, remanufactured, refurbished, non-original equipment, manufacturer's parts, parts of the same like, kind, and quality (LKQ) (when available and as deemed necessary by the Administrator), or used parts that meet the quality standards of the Repair Facility or the Administrator.

If You cancel this Contract, the cost of claims paid or services provided will not be deducted from any refund due to You under any circumstances.

Exclusions section item 11 is amended to add the following:

11. **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 CONTRACT TERM, THE ADMINISTRATOR WILL NOT AUTOMATICALLY SUSPEND ALL COVERAGE. THE ADMINISTRATOR WILL NOT PROVIDE ANY COVERAGE THAT WOULD HAVE OTHERWISE BEEN PROVIDED UNDER THE MANUFACTURER'S WARRANTY. HOWEVER, THE ADMINISTRATOR WILL CONTINUE TO PROVIDE ANY OTHER COVERAGE UNDER THIS CONTRACT, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS CONTRACT.**

Cancellation section items 1 and 2 are deleted and replaced with the following:

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days, and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days from the Purchase Date, or if a claim was made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less a cancellation fee of \$25. If You cancel, any refunds owed will be paid or credited within 30 days from the date that the Administrator, or the Administrator's designee, receives notice of Your request for cancellation, whichever is earlier. A portion of the Contract Purchase Price You paid for Your Contract coverage is retained by the Seller, which requires time to coordinate any refund.
2. **CANCELLATION BY THE OBLIGOR:** The Obligor may cancel this Contract for any reason within the first 30 days from the Purchase Date. After this Contract has been in effect for at least 30 days, the Obligor may only cancel this Contract on one of the following grounds, and the Obligor will not charge a cancellation fee: (a) failure by You to pay the Contract Purchase Price; (b) Your conviction of a crime, which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a claim; (d) Your act or omission or violation of any condition of this Contract, which occurred after the Purchase Date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If the Obligor cancels this Contract, the Obligor will mail You a written notice of cancellation at least 15 days prior to the effective date of cancellation. If the Obligor cancels this Contract, the Obligor will refund You 100% of the Contract Purchase Price. If the Obligor cancels, any refund owed will be paid or credited no more than 45 days from the effective date of cancellation. A portion of the Contract Purchase Price You paid for Your Contract coverage is retained by the Seller, which requires time to coordinate any refund.

Transfer section item 4 is deleted and replaced with the following:

(4) a check for \$25 payable to the Administrator, for the transfer fee.

NEW HAMPSHIRE: The following disclosure is added to this Contract:

In the event that You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

Cancellation section items 1 and 2 are deleted and replaced with the following:

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days from the Purchase Date, and if no claim has been made, the Administrator will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days from the Purchase Date, or if a claim was made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You, less an administrative fee of \$50 or 10% of the Contract Purchase Price, whichever is less. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.
2. **CANCELLATION BY THE ADMINISTRATOR:** The Administrator may cancel this Contract during the first 30 days from the Purchase Date for any reason. After the first 30 days from the Purchase Date, the Administrator may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Contract Purchase Price;
 - (b) a material misrepresentation made by You (including any inaccurate information on the Registration Page of this Contract); and/or
 - (c) a breach of duties by You relating to the Vehicle or its use. Breach of duties may include acts of fraud, omission, violation of any condition stated in this Contract, etc.

If the Administrator cancels this Contract within the first 30 days from the Purchase Date for any reason (including non-payment of the Contract Purchase Price), and if no claim was made, the Administrator will refund Your entire Contract Purchase Price. If the Administrator cancels this Contract after the first 30 days from the Purchase Date, or if a claim has been made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the

remaining Term Miles, whichever results in the lesser refund.

The Dispute Resolution/Arbitration Agreement section is deleted and replaced with the following:

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the dispute. A judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration, unless the law of resident state, at the time of purchase, dictates otherwise. This provision is subject to RSA 542 or any civil action or alternative dispute resolution procedure brought in connection with the Contract must be brought in the courts of a jurisdiction in New Hampshire.

NEW JERSEY: The following disclosure is added to this Contract:

THE PRODUCT BEING OFFERED IS A SERVICE CONTRACT AND IS SEPARATE AND DISTINCT FROM ANY PRODUCT OR SERVICE WARRANTY WHICH MAY BE PROVIDED BY THE MANUFACTURER, IMPORTER, OR DEALER.

Cancellation section item 1 is deleted and replaced with the following:

- CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. If You cancel this Contract within the first 30 days, and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, or if a claim was made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract for any reason other than non-payment of the Contract Purchase Price, a material misrepresentation made by You, or a breach of duties by You relating to the Vehicle or its use, the Administrator will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

NEW MEXICO: The following disclosure is added to this Contract:

You may contact the New Mexico office of Superintendent of Insurance at 1120 Paseo De Peralta, 4th Fl, Santa Fe, NM 87501, Tel: (855) 427-5674.

Cancellation section items 1 and 2 are deleted and replaced with the following:

- CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 60 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 60 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 60 days, and the Administrator does not provide Your refund within 60 days of the effective date of cancellation, a penalty in the amount of 10% of the unearned Contract Purchase Price will be added to Your refund for each 30-day period, or portion thereof, that the refund and any accrued penalties remain unpaid. If You cancel this Contract after the first 60 days from the Purchase Date, or if a claim has been made in the first 60 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of 10% of the Contract Purchase Price, and less any paid or pending claims.
- CANCELLATION BY THE ADMINISTRATOR:** The Administrator may cancel this Contract for any reason within the first 70 days and after one year from the Purchase Date. If the Administrator cancels this Contract within the first 70 days from the Purchase Date, the Administrator will refund Your entire Contract Purchase Price. After the Contract has been in effect for at least 70 days and less than one year, the Administrator may only cancel this Contract on one of the following grounds, and the Administrator will not charge a cancellation fee: (a) failure by You to pay the Contract Purchase Price; (b) Your conviction of a crime, which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a claim; or (d) Your act or omission or violation of any condition of this Contract, which occurred after the Purchase Date of this Contract and substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract after the first 70 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less any paid or pending claims. If the Administrator cancels this Contract, the Administrator will mail You a written notice of cancellation at least 15 days prior to the effective date of cancellation.

NEW YORK: Cancellation section item 1 is deleted and replaced with the following:

- CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days, and the Administrator does not provide Your refund within 30 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, or if a claim has been made within the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract, the Administrator will mail written notice to You at Your last known address stating the date and reason for cancellation at least 15 days prior to the effective date of cancellation. Written notice is not required, if the Administrator cancels for non-payment of the Contract Purchase Price, a material misrepresentation, or a breach of duties by You relating to the use of Your Vehicle.

NORTH CAROLINA: Cancellation section items 1 and 2 are deleted and replaced with the following:

- CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made within the first 30 days, the Administrator will refund the entire Contract Purchase Price. If You cancel this Contract after the first 30 days, or if a claim has been made within the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of 10% of pro-rata refund, and less any paid or pending claims.
- CANCELLATION BY THE ADMINISTRATOR:** The Administrator may only cancel this Contract before or after 30 days based on one or more of the following reasons: (a) non-payment of the Contract Purchase Price; or (b) a direct violation of this Contract, if it states that the violation is subject to cancellation. If the Administrator cancels this Contract, the Administrator will refund You 100% of the Contract Purchase Price, less any paid or pending claims. If the Administrator cancels this Contract, the Administrator will mail You a written notice of cancellation at Your last known address at least 5 days prior to the effective date of cancellation.

OHIO: The following disclosures are added to this Contract:

This Contract is not insurance and is not subject to the insurance laws of this state.

The Obligations section is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by American Commerce Insurance Company, 211 Main Street,

Webster, MA 01570. In the event the Obligor fails to pay any claim or make any refund or consideration due within 60 days after proof of loss has been filed, You may file a direct claim with American Commerce Insurance Company. To do so, please call the following toll-free number for instructions: (877) 778-3450.

OKLAHOMA: The following disclosures are added to this Contract:

This is not an insurance Contract.

Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

The Administrator's service warranty association license number is 44199013.

Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. If You cancel this Contract after the first 30 days, or if a claim was made in the first 30 days, the Administrator will refund 100% of the unearned Contract Purchase Price to You, less an administrative fee which will be the lesser of \$50 or 10% of the unearned Contract Purchase Price, and less the actual cost of any service provided under the Contract. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.

The Dispute Resolution/Arbitration Agreement section is amended by adding the following:

While arbitration is mandatory, the outcome of any arbitration shall be non-binding on both parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON: The Dispute Resolution/Arbitration Agreement section is amended by adding the following:

Arbitration is not mandatory and is not binding, unless You and the Administrator agree to be so bound in a separate agreement. Any arbitration under this Contract will take place in the county and state where You reside (or any other place agreed to in writing by You and the Administrator) and will be in accordance with Oregon law.

SOUTH CAROLINA: The following disclosure is added to this Contract:

In the event of a dispute between You and the Administrator regarding this Contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or (800) 768-3467.

Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days, and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, or if a claim has been made within the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract for any reason other than non-payment of the Contract Purchase Price, a material misrepresentation made by You, or a breach of duties by You relating to the Vehicle or its use, the Administrator will mail written notice of cancellation to You at least 15 days before the cancellation date stating the cancellation date and reason for cancellation.

TEXAS: The following disclosure is added to this Contract:

Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation, 920 Colorado St, Austin, TX 78701, Tel: (512) 463-6599. Please reference SCP License # 419.

Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, the Administrator will refund the entire Contract Purchase Price, less any paid or pending claims. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract after the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims. If the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract for any reason other than non-payment of the Contract Purchase Price, a material misrepresentation made by You, or a breach of duties by You relating to the Vehicle or its use, the Administrator will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

The Obligations section is deleted and replaced with the following:

Obligations under this benefit program are insured under an insurance policy issued by American Commerce Insurance Company, 211 Main Street, Webster, MA 01570. In the event the Administrator ceases to operate, is bankrupt, or Your claim is not paid within 45 days after proof of loss has been filed, You may file a direct claim with American Commerce Insurance Company. To do so, please call the following toll-free number for instructions: (877) 778-3450.

UTAH: The following disclosures are added to this Contract:

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Coverage under this Contract is not guaranteed by the Property and Casualty Guarantee Association.

The Registration Page is amended by adding the following:

If the Administrator does not provide, reimburse, or pay for a service or any claim under this Contract within 60 days after You provide proof of loss, or if the Administrator becomes insolvent or otherwise financially impaired, You may file a claim directly with American Commerce Insurance Company for reimbursement, payment, or provision of the service.

The How To Make A Claim section is amended by adding the following:

Failure to give any notice or file any proof of loss within the time specified will invalidate a claim made by You, unless You can show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract, the Administrator will mail written notice of cancellation to You at least 30 days before the cancella-

tion date stating the cancellation date and reason for cancellation. If the Administrator cancels this Contract for non-payment of the Contract Purchase Price, the cancellation is effective no sooner than 10 days after delivery or first class mailing of a written notice to You.

The Dispute Resolution/Arbitration Agreement section is deleted and replaced with the following:

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, at the time of the dispute. Arbitration is only required if the claim in controversy exceeds the jurisdictional minimum of the small claims court of the state where the action would be brought and resolution by a small claims court having jurisdiction is not precluded. ANY MATTER IN DISPUTE BETWEEN YOU AND THE ADMINISTRATOR MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE ADMINISTRATOR. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE ADMINISTRATOR. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY FEES, IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. You and the Administrator will each pay 50% of the fee required to begin arbitration. Any arbitration will be held in the county in which You maintain Your permanent residence.

VIRGINIA: The following disclosure is added to this Contract:

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 Regulatory Programs, to file a complaint at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml.

WASHINGTON: The following disclosure is added to this Contract:

THIS CONTRACT WILL NOT PROVIDE COVERAGE FOR ANY PRE-EXISTING CONDITIONS OR FOR ANY DAMAGE OCCURRING BEFORE COVERAGE TAKES EFFECT OR PRIOR TO THE PURCHASE DATE OR IF THE INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.

Exclusions section item 5 is amended by adding the following:

5. **THE ADMINISTRATOR WILL NOT DENY A CLAIM FOR COVERAGE BASED ON YOUR FAILURE TO MAINTAIN THE VEHICLE, UNLESS THE FAILURE TO MAINTAIN THE VEHICLE INVOLVED THE FAILED COVERED PART(S).**

Cancellation section items 1 and 2 are deleted and replaced with the following:

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days from the Purchase Date, and if no claim has been made, the Administrator will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days from the Purchase Date, or if a claim has been made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You, less a \$25 administrative fee, and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund. If the Administrator does not provide Your refund within 30 days of the effective date of cancellation, a 10% penalty will be added to Your refund.
2. **CANCELLATION BY THE ADMINISTRATOR:** The Administrator may cancel this Contract during the first 30 days from the Purchase Date for any reason, including for non-payment of the Contract Purchase Price. After 30 days from the Purchase Date, the Administrator may NOT cancel this Contract. If the Administrator cancels this Contract for any reason, the Administrator will mail You written notice to Your last known address stating the effective date and reason for cancellation at least 30 days prior to cancellation. If the Administrator cancels this Contract within the first 30 days from the Purchase Date for any reason, assuming no claims have been made, the Administrator will refund Your entire Contract Purchase Price. If the Administrator cancels this Contract within the first 30 days from the Purchase Date, and a claim has been made, the Administrator will refund the unearned Contract Purchase Price to You, less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.

The Obligations section is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by American Commerce Insurance Company, 211 Main Street, Webster, MA 01570, Tel: (877) 778-3450. You are entitled to apply directly to American Commerce Insurance Company for a refund, payment, or performance due. The policy number for the service contract reimbursement policy issued by American Commerce Insurance Company is USA-001 XOL.

The Dispute Resolution/Arbitration Agreement section is amended by adding the following:

This Contract allows for binding arbitration proceedings to be held at a location in closest proximity to Your permanent residence. The commissioner is the service Contract provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

WISCONSIN: The following disclosure is added to this Contract:

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

The Subrogation portion of the Your Responsibilities section is deleted and replaced with the following:

SUBROGATION: If You have rights to recover all or part of any payment the Administrator has made under this Contract, then those rights are transferred to the Administrator, and You must not do anything to impair them. This includes any right You may have arising out of any voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement. You will execute and deliver instruments and papers and do whatever is necessary to secure such rights. Further, after You have been made whole, all amounts recovered by You for which You have received benefits under this Contract will belong to, and be paid to, the Administrator, up to the amount of benefits paid under this Contract.

Cancellation section items 1 and 2 are deleted and replaced with the following:

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days, and if no claim has been made, the Administrator will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days, and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, or if a claim has been made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund, less an administrative fee of 10% of the Contract Purchase Price, and less any paid or pending claims. If this Contract is cancelled for loss of property, a cancellation fee will not be charged.
2. **CANCELLATION BY THE ADMINISTRATOR:** The Administrator may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Contract Purchase Price;
 - (b) a material misrepresentation made by You (including any inaccurate information on the Registration Page of this Contract); and/or
 - (c) a breach of duties by You relating to the Vehicle or its use.

If the Administrator cancels this Contract within 30 days from the Purchase Date, the Administrator will refund You 100% of the Contract Purchase Price. If the Administrator cancels after 30 days from the Purchase Date, the Administrator will refund the unearned Contract Purchase Price to You, less any paid or pending claims. The unearned Contract Purchase Price to You calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund. If the Administrator cancels this Contract for any reason, the Administrator will mail a written notice of cancellation to You at Your last known address at least 5 days

before the cancellation date. The notice shall include the effective date of cancellation and the reason for cancellation.

The Dispute Resolution/Arbitration Agreement section is amended by adding the following:

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration.

WYOMING: Cancellation section item 1 is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time and for any reason, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to the Administrator. If You cancel this Contract within the first 30 days from the Purchase Date, and if no claim has been made, the Administrator will refund Your entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract within the first 30 days, and the Administrator does not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days from the Purchase Date, or if a claim has been made in the first 30 days, the Administrator will refund the unearned Contract Purchase Price to You, less a \$50 administrative fee, and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis determined by either the unused time remaining in the Term or the remaining Term Miles, whichever results in the lesser refund.

Cancellation section item 2 is amended by adding the following:

If the Administrator cancels this Contract for any reason other than non-payment of the Contract Purchase Price, a material misrepresentation made by You, or a breach of duties by You relating to the Vehicle or its use, the Administrator will mail written notice of cancellation to Your last known address at least 10 days before the cancellation date stating the effective date and reason for cancellation.

The Dispute Resolution/Arbitration Agreement section is amended by adding the following:

Arbitration is not mandatory and is not binding unless You and the Administrator agree to be so bound in a separate agreement. Any arbitration will take place in Wyoming.