

	Contract Number		Dealer Number	
<b>CONTRACT HOLDER</b>	Contract Holder			
	Address			Phone
<b>VEHICLE</b>	Year	Make		Model
	Vehicle Identification Number (VIN)			Current Odometer Reading
<b>CONTRACT</b>	Contract Price	Sales Tax	Total Price	Deductible Amount
	Contract Purchase Date	Contract Term (years/miles)		Coverage
<b>SELLER INFORMATION</b>	Seller Name			
	Address			Phone
	Payment Plan Provider			

**I UNDERSTAND THAT THE PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE A VEHICLE.**

I understand this Service Contract has a \$100 deductible unless otherwise specified above.  
 By my agreement to purchase this Service Contract, I attest that, to the best of my knowledge, all components of the vehicle for which I have elected coverage under this Service Contract are fully operable with no known defects. I further attest that I know of no operational conditions with this vehicle, which may lead to mechanical failure, nor have there been any modifications or additions to the vehicle which would violate any applicable manufacturer's warranty.

Please note **YOUR** duties if a Mechanical Breakdown occurs, which are described in the section entitled "How to Make a Claim". Authorization must be obtained before beginning any repairs, which are covered under this Service Contract. Authorization can be obtained by contacting the administrator of this Service Contract, Century Warranty Services, at 1-800-364-4714.

**BUYER'S RIGHT TO CANCEL: YOU, the buyer, may cancel this Service Contract at any time prior to midnight of the sixtieth (60) day after the Contract Purchase Date for a one hundred percent (100%) refund of the Contract Price. Thereafter a Pro-Rata refund may be available. Please refer to the cancellation section of this Service Contract and, where applicable, the state amendments and/or the attached notice of cancellation form for an explanation of this right.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**SERVICE COMPANY AND ADMINISTRATOR:**  
**CENTURY WARRANTY SERVICES, INC.**  
 P. O. BOX 3195 • JACKSONVILLE, FLORIDA 32206 • 1-800-364-4714  
 FLORIDA LICENSE NO. 60114

Seller's Telemarketing Registration Number \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Agent's Telemarketing License Number \_\_\_\_\_ Telephone Number \_\_\_\_\_

**PARTIES TO THIS SERVICE CONTRACT:** The following **BOLD** print appearing throughout this Service Contract has the following meanings: “**YOU**” and “**YOUR**” mean the customer named as Contract Holder on page 1 of this Service Contract. “**WE**”, “**US**” and “**OUR**” refer to Century Warranty Services, Inc. (“CWS”).

**SERVICE CONTRACT PERIOD:** Coverage under this Service Contract begins on the “Contract Purchase Date” and “Current Odometer Reading” shown on page 1 of this Service Contract. Plan expiration is measured according to the Term or Mileage of the plan selected from the “Contract Purchase Date” and “Current Odometer Reading”, whichever occurs first.



## **VEHICLE COVERED PARTS**

### **PREMIUM CARE COVERAGE PLAN:**

Includes the covered parts listed below plus **ALL OTHER MECHANICAL BREAKDOWNS** except for those items listed in the sections “**EXCLUSIONS FROM COVERAGE**” and “**LIMITS OF LIABILITY.**”

**INTERIOR COMPARTMENT:** Electronic instrument clusters and driver information systems including speedometer, odometer, tachometer and all gauges, warning indicators; burglar alarm or electronic entry systems including remote entry receiver, sender and module; door lock actuators; mirror motor; power window switch; power lock switch; front window defogger; rear window defroster; seat heater; horn and relay; Convertible top lift assembly including motor, mechanical linkage, cables, sensors, relays, locking assembly and switch; sunroof motor and switch; power antenna motor; electrical headlamp motor; power trunk/hatch release motor, switch and solenoid; power sliding door motor and switch; power window motor; window regulators; power seat motor; glove box light switch; courtesy light switch; steering column multi-function switch and individual switches for turn signal, headlamp, dimmer, wiper, washer and speed control; mirror motor switch; electronic instrument panel module; cruise control components including module, servo, cables, and switches; automatic temperature control sensor, OEM installed Navigation and entertainment systems including bluetooth, radio, graphic equalizer, tape player, DVD, MP3 and compact disc player.

**ENGINE:** Engine block, cylinder heads, all internally lubricated parts including pistons, pins, rings, and cylinder sleeves; oil pan; valve, timing and side covers; crankshaft, main bearings; connecting rods, rod bearings; camshaft(s), camshaft bearings; timing gears, chain or belt; timing belt, tensioner, and idler pulleys; rocker arms, rocker arm pivots, shafts and bushings; intake and exhaust valves, springs, guides, adjusters, retainers and seats; push rods and lifters; intake manifold; exhaust manifolds; balance shaft; water pump; fuel pump; thermostat; thermostat housing; water pump, pulleys; harmonic balancer; oil pump, cover, gears, pressure relief valve, screen; flexplate/flywheel and ring gear; turbocharger/supercharger assembly including waste gate and controller; rotor housing, rotors, shims and silent shaft; all internal fasteners; engine mounts; seals and gaskets.

**TRANSMISSION/TRANSAXLE:** Transmission/transaxle case, housings and all internally lubricated parts including but not limited to: ring and pinion gears; oil pump; torque converter assembly; valve body(s); electronic shift solenoids; internal and external speed sensors, range switch; governor, gear and cover; parking gear and pawl; pressure regulator valve; pressure switches; solenoids; automatic transmission/transaxle clutch; bands; drums; pistons; planetary and sun gears; oil pan; TV cable; transaxle mounts; internal and external seals and gaskets.

**MANUAL TRANSMISSION:** Case, bell housing, covers and pans; all internally lubricated parts including but not limited to: synchronizer hubs; blockers and keys; gears; bearings; bushings; supports and shafts; output yoke; extension housing; speed sensor and drive gears; all internal fasteners; shift linkage; shift cover and forks; electronic actuators, internal and external switches and sensors; transmission mounts; seals and gaskets.

**(STANDARD TRANSMISSION CLUTCH ASSEMBLIES AND ALL RELATED COMPONENT PARTS ARE NOT COVERED.)**

**TRANSFER CASE:** Transfer case and all internal parts contained within the transfer case; seals and gaskets.

**DRIVE AXLE:** Differential/axle housing(s) and all internal parts contained within the differential/axle housing(s); ring and pinion gear/carrier assembly; gears and bearings; constant velocity joints; front and rear wheel drive axles/halfshafts and wheel bearings; u-joints; couplings; drive shafts; center support bearings; seals and gaskets.

**STEERING:** Steering gear housing and internal parts; rack and pinion housing and internal parts; rack bellows; mounts; power steering pump and internal parts including housing, reservoir and mounting brackets; tie rods, idler and pitman arms, center/drag link, intermediate shaft; cooler lines; steering wheel tilt or telescoping mechanism; speed sensors, electronic solenoids and switches; seals and gaskets.

**BRAKES:** Master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines, hoses and fittings; compensating or proportioning valve; calipers, piston, seal and dust boot; wheel cylinders; brake adjusters; brake pedal assembly; parking brake cable; ABS component parts including control processor/module, pump, sensors, switches, and relays, seals and gaskets.

**AIR CONDITIONER:** Condenser; compressor; evaporator; pressure hoses; orifice/expansion/POA valve; accumulator and receiver drier; automatic temperature control programmer; clutch assembly including coil, disc and pulley; control cables; serpentine belt tensioner, bearing and pulley; electronic sensors, solenoids and switches, compressor mounting brackets; idler pulley and bearings; air conditioning/heater blower motor; seals and gaskets.

**FRONT SUSPENSION:** Upper and Lower control arms, shafts and bushings; struts, housing and cartridge; spindle/steering knuckle and spindle support; wheel bearings; ball joints and bushings; stabilizer bar, links and bushings; track bar, links and bushings; coil or leaf springs, torsion bar and mounts/bushings; seats or bushings; active suspension and level control components including pump, airsprings or air suspension bag, and electronic and electrical components.

**REAR SUSPENSION:** Upper and lower control arms, shafts and bushings; ball joints; struts, housing and cartridge; wheel bearings; spindle/steering knuckle and spindle support; coil or leaf springs; leaf spring shackles; track bars, links and bushing(s); electronic level control components including pump and accumulator, lines, airspring or air suspension bags; stabilizer bar, links and bushings; electronic and electrical stability components.

**COOLING:** Water pump, pulleys; radiator, mounting brackets and coolant recovery tank; serpentine belt tensioner, fan clutch, fan blades and motor; fan shroud; heater core; transmission cooler; coolant temperature sender.

**FUEL:** Fuel lines; fuel pressure regulator; level sending unit; fuel injectors and seals; injection pump; fuel injection control components including mixture control processor, throttle body assembly and cutoff valve; fuel rail; fuel pulse dampener; fuel distributor, trigger contacts, cold start valve, fuel injection valve, fuel accumulator; tank; tank door latch; tank filler neck and o-ring.

**CHASSIS ELECTRICAL:** Alternator housing and all internal parts; voltage regulator; alternator mounting bracket; starter motor housing and all internal parts including; starter drive and solenoid; front and rear wiper motor and linkage; brake light switch; neutral safety switch; cooling fan relay.

**CHASSIS ELECTRONIC:** Digital fuel injection components, for conventional, diesel, CNG and hybrid vehicles including but not limited to: Air control solenoid; air regulator valve; EFE heater; I.A.C. motor; electronic ignition module; ignition coil(s); engine distributor including modules; throttle position sensor; vehicle speed sensor; map sensor; knock sensor and barometric pressure sensor; ESC systems; electronic control modules including body control module; powertrain control module; transmission control module; electronic throttle control module; electronic throttle control; crank angle sensor; camshaft position sensor; throttle position motor/actuator; wide open throttle switch; throttle position sensor; fuel pump relay; oxygen (O<sub>2</sub>) sensor(s); mass air flow sensor; manifold absolute pressure sensor (MAP); coolant temperature sensor.

**ADDITIONAL HYBRID/PLUG-IN ELECTRIC COMPONENTS:** Electric motor/generator(s) all internal components; inverter/converter/transformer units including all internal components and cover; Continuously Variable Transmission (CVT) and all internal components; power split device and all internal components; reduction/reducer box and all internal components; Hybrid/EV Battery (Nickel-metal hydrate or Lithium-ion Drive propulsion battery) including the case and mounting hardware, junction block, main battery cable, and frame wire; onboard battery charging system including charge controller, plug in outlets, plug in cable, and trickle charger cable; electric AC compressor and motor; electric steering rack, gear, and motor; electro/hydraulic power steering pump and reservoir; Motor/generator belt tensioner; drive motor dampener; voltage inverter reservoir; three-phase high voltage cables; hydraulic or electric regenerative braking system; onboard computer system including all relays, sensors, ECU's & ECM's (electronic control units/electronic control modules); power switch/button; driver information displays; controller/electronic throttle control system; battery cooling system including blower motor control, blower assembly and ducts; dedicated cooling system including pumps and radiators, Coolant storage bottle, coolant valve; hybrid condenser; thermistor.

**COMPRESSED NATURAL GAS COMPONENTS:** CNG (Compressed Natural Gas) high pressure fuel storage tanks including mounting straps/hardware, pressure regulators, high/ low pressure fuel lines, fuel metering system, gas fill valve, low pressure filter, and finite filter; seals and gaskets for the above listed components.



**SERVICE CONTRACT COVERAGE:** In the event of a Mechanical Breakdown of a Covered Part, **WE** agree to make repairs or reimburse **YOU** for the cost of parts and labor, to repair or replace a Covered Part, less applicable deductible, subject to the terms, conditions, and limitations herein. Mechanical Breakdown means: (1) The failure of a Covered Part due to faulty workmanship or materials supplied by the original vehicle manufacturer or distributor; (2) The failure of a Covered Part due to a gradual reduction

in operating performance as a result of normal wear and tear. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction, or failure of any non-covered parts. **IF THE MECHANICAL BREAKDOWN IS COVERED UNDER ANY OTHER WARRANTY, MECHANICAL BREAKDOWN INSURANCE POLICY, SERVICE CONTRACT, RECALL, OR REPAIR ADJUSTMENT (OTHER COVERAGE), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS SERVICE CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.** This Service Contract is not an insurance policy, a warranty, or a guarantee.

**RENTAL CAR COVERAGE:** YOU will be allowed up to \$35 per day for a maximum of ten (10) days for car rental expense incurred, if required due to a covered Mechanical Breakdown. YOU are responsible for obtaining the rental car and rental car expense incurred must be from a licensed rental car agency or authorized dealer. WE will then reimburse YOU. RENTAL CAR REIMBURSEMENT IS NOT PROVIDED FOR PARTS DELAY, SHOP SCHEDULING, OR FOR WORK NOT COVERED BY THIS SERVICE CONTRACT. YOU MUST RECEIVE PRIOR AUTHORIZATION FOR RENTAL EXPENSES. RENTAL REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION.

**TOWING COVERAGE:** In addition to the towing benefit in the **ROADSIDE ASSISTANCE** section below, YOU will be allowed up to \$75 per covered Mechanical Breakdown for towing expense incurred from a towing company, if required due to such covered Mechanical Breakdown.

**TRAVEL BREAKDOWN:** In the event of a Mechanical Breakdown of a Covered Part, WE will reimburse YOU for motel/hotel lodging and restaurant expense incurred, commencing the day after the claim is reported to US, provided YOU are in excess of 100 miles from home. Such expense shall be limited to \$75 per calendar day and \$375 per occurrence. Reimbursement is limited to downtime repairs and ends on the date of repair completion.

**ROADSIDE ASSISTANCE:** Up to a maximum of \$50 per occurrence, coverage includes towing to the nearest dealer or authorized repair facility, flat tire change (with YOUR good spare), battery jump, out of gas fuel delivery (maximum three (3) gallons), lockout service (i.e. keys locked in car or frozen lock). Any expense beyond \$50 is YOUR responsibility at the time and site of service. Towing assistance will be dispatched only for mechanical disablements which render the vehicle inoperative. Roadside Assistance provided by Cross Country Motor Club, Inc., Medford, MA. **Call 1-800-517-8500 for 24 hour Roadside Assistance.**

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

**DIAGNOSTICS COVERAGE:** WE will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered repair, 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 READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**

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

**YOUR RESPONSIBILITIES:**

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

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

**HOW TO MAKE A CLAIM:** When repairs are required, YOU must telephone CWS at 1-800-364-4714 during normal working hours to receive instructions. If YOU do not follow OUR instructions, WE are not obligated to reimburse YOU for the cost of any repairs. Authorization must be obtained from CWS prior to having YOUR vehicle repaired. WE reserve the right to inspect any vehicle before authorization of any repairs. In order to make a claim under this Service Contract YOU must:

- 1. Provide "teardown authorization" when requested by US, so that the repair facility can provide an accurate diagnosis and estimate of repairs; "Teardown authorization" permits YOUR repair facility to disassemble YOUR vehicle to determine the cause of breakdown;**
- 2. In the event of an emergency situation that occurs and CWS cannot be reached, YOU can proceed with repairs, but payment will be in accordance with the other provisions of this Service Contract;**
- 3. Submit a claim for reimbursement to US along with all required documents within thirty (30) days of authorization;**
- 4. Retain all replaced parts until YOUR claim is settled, as YOU may be required to submit these parts for inspection.**

**DEDUCTIBLE AND UNCOVERED COSTS:** For each repair visit, YOU will be responsible for the deductible amount as shown on page 1 of this Service Contract, and for any other costs not covered by this Service Contract. If no deductible is shown on page 1 of this Service Contract, the deductible will be \$100. When a breakdown to a Covered Part occurs which is covered by a manufacturer's warranty, WE will reimburse YOU for the difference between OUR deductible and the manufacturer's deductible. **If the same Covered Part previously repaired under this Service Contract fails again, the deductible will be waived.**

**PAYMENTS:** The repair facility should perform authorized repairs covered under this Service Contract without charge to **YOU** for such repairs. If the repair facility does charge **YOU** for authorized repairs covered under this Service Contract, submit copies of all invoices and receipts pertaining to the authorized repairs along with a copy of page 1 of this Service Contract to: CWS, P.O. Box 3195, Jacksonville, Florida 32206.

**OUR OPTIONS:** CWS will pay the repair facility directly or reimburse **YOU** for the repair or replacement of any part covered by this Service Contract. **Replacement parts utilized in covered repairs will be, at the sole discretion of CWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or CWS.**

**LIMITS OF LIABILITY:** For any one repair visit, all benefits paid or payable shall not exceed the Actual Cash Value of **YOUR** vehicle at the instant prior to the most recent failure. Actual Cash Value is defined as the N.A.D.A. retail value. The aggregate total of all benefits paid or payable during the term of this Service Contract shall not exceed the Actual Cash Value of **YOUR** vehicle as of the Contract Purchase Date. The payment for or reimbursement for repair or replacement of Covered Parts and the benefit stated under RENTAL CAR COVERAGE, TOWING COVERAGE, TRAVEL BREAKDOWN, ROADSIDE ASSISTANCE, FLUID COVERAGE, DIAGNOSTICS COVERAGE, and RELATED DAMAGE COVERAGE are the only remedies available to a Contract Holder. **WE** assume no other obligation or responsibility with regard to the vehicle. **WE** neither assume, nor authorize anyone to assume for **US**, any additional liability.

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

**TRANSFER:** **YOU may transfer this Service Contract to another owner but not to another vehicle. To transfer this Service Contract YOU must mail the following three (3) items to CWS within thirty (30) days of transfer of vehicle ownership:**

- 1. a letter containing the name and address of the new owner and YOUR authorization to transfer;**
- 2. a legible copy of page 1 of this Service Contract; and**
- 3. a check for \$40 payable in U.S. Funds to CWS, for the transfer fee.**

**This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.**

**CANCELLATION:** This Service Contract may be cancelled by **YOU** at anytime during the Service Contract Period. To cancel, **YOU** must return this Service Contract to the Seller or CWS. If **YOU** cancel during the first sixty (60) days, a one hundred percent (100%) refund of the Contract Price will be made. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the Contract Price will be made based upon the greater of the time or mileage expired from the Contract Purchase Date less an administration fee that CWS will charge and retain of \$50. In the event of cancellation, **YOU** authorize the Payment Plan Provider to receive any refund amounts. Upon **OUR** receipt of notification

of a total loss or repossession, the Service Contract will be terminated, and all rights and interests to a refund under the Service Contract will immediately transfer to the Payment Plan Provider and the Payment Plan Provider will be named sole payee for any refund amounts. The Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the Contract Price.

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

- 1. ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE PART, USE OF UNDERSIZED OR OVERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, OR ACCIDENTAL LOSS;**
- 2. ANY MECHANICAL BREAKDOWN CAUSED BY ACCIDENTS, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, OR WARS;**
- 3. THE REPAIR OR REPLACEMENT OF A COVERED PART BY ANY MANUFACTURER'S WARRANTY OR FOR ANY OTHER COVERAGE OR OTHER REASON THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR REPAIRER OF THE VEHICLE WILL REPAIR OR REPLACE THE PART AT ITS EXPENSE OR AT A REDUCED COST. SOLE COVERAGE FOR SUCH REPAIRS OR REPLACEMENTS SHALL REST WITH THE MANUFACTURER WARRANTY OR OTHER COVERAGE, REGARDLESS OF WHETHER THE MANUFACTURER OR OTHER COVERAGE PROVIDER HONORS THEIR CLAIM;**
- 4. ANY INVOICE PRESENTED TO CWS FOR PAYMENT FOR SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;**
- 5. ANY CLAIM IF YOUR VEHICLE'S ODOMETER, SINCE THE PURCHASE DATE OF THE SERVICE CONTRACT, HAS BEEN ALTERED, DISCONNECTED, IS INOPERABLE, OR ACTUAL MILEAGE CANNOT BE DOCUMENTED, OR REASONABLY BE ESTIMATED;**
- 6. ANY CLAIM IF YOUR VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, SNOW REMOVAL, CARRIAGE OF PASSENGERS FOR HIRE, COMMERCIAL DELIVERY/SERVICE/REPAIR, RENTAL PURPOSES, ROAD REPAIR, CONSTRUCTION OR HAULING ACTIVITIES, OR TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;**
- 7. ANY MECHANICAL BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF ANY REPAIR FACILITY), IMPROPER TOWING, OR LACK OF MAINTENANCE OF THE FAILED COVERED PART;**
- 8. ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, OR RUST AND RUST DAMAGE;**
- 9. THE NEED TO REPAIR OR REPLACE A COVERED PART ARISING OR RESULTING FROM THE USE OF YOUR VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES, POSSESSIONS OR CANADA;**



10. HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES; ADJUSTMENTS; SHOP SUPPLIES, CORE CHARGES, OR CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS;
11. ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES OR OTHER COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART;
12. LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO THE COVERED PARTS;
13. UNDER PREMIUM CARE COVERAGE, ANY OF THE FOLLOWING PARTS: BRAKE LININGS, BRAKE DRUMS AND ROTORS, DISC BRAKE PADS (EXCEPT WHERE NOTED UNDER RELATED DAMAGE COVERAGE), STANDARD TRANSMISSION CLUTCH COMPONENTS AND ASSEMBLIES, AIR BAGS, SOLAR POWERED DEVICES, HINGES, GLASS, LENSES, SEALED BEAMS, BODY PARTS AND/OR PANELS, TRIM, MOLDINGS, DOOR HANDLES, LOCK CYLINDERS, TIRES, WHEELS, ALL BATTERIES EXCEPT HYBRID/EV/HIGH VOLTAGE BATTERIES (NICKEL-METAL HYDRATE OR LITHIUM-ION DRIVE PROPULSION BATTERIES), LIGHT BULBS, UPHOLSTERY, PAINT, BRIGHT METAL, FREEZE PLUGS, HEATER AND RADIATOR HOSES, EXHAUST SYSTEM, SHOCK ABSORBERS, AUDIO/SECURITY OR OTHER SYSTEMS NOT FACTORY INSTALLED, WORK SUCH AS FRONT-END ALIGNMENT OR WHEEL BALANCING, CONSTANT VELOCITY JOINT BOOTS, SAFETY RESTRAINT SYSTEMS, CELLULAR PHONES, RADAR DETECTORS, APPLIANCES, OR VINYL AND CONVERTIBLE TOPS;
14. GRADUAL BATTERY CAPACITY LOSS. NICKEL-METAL HYDRATE OR LITHIUM-ION BATTERIES, LIKE ALL BATTERIES, WILL EXPERIENCE GRADUAL CAPACITY LOSS WITH TIME AND USE. LOSS OF BATTERY CAPACITY DUE TO OR RESULTING FROM GRADUAL CAPACITY LOSS IS NOT COVERED UNDER THIS SERVICE CONTRACT;
15. BURNT VALVES OR PISTON RING FAILURE WHICH IS NOT A RESULT OF NORMAL WEAR OR THE FAILURE OF ANOTHER COMPONENT COVERED BY THIS SERVICE CONTRACT. THE CORRECTION OF OIL CONSUMPTION DUE TO IMPROPER MAINTENANCE OR FAULTY REPAIR;
16. ANY MAINTENANCE ON YOUR VEHICLE;
17. ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER TRAVEL BREAKDOWN) ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE;
18. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION);
19. ANY MECHANICAL BREAKDOWN WHICH EXISTED OR WAS CAUSED BY A CONDITION KNOWN TO YOU ON OR PRIOR TO THE CONTRACT PURCHASE DATE.

**GENERAL:**

1. THE TERMS AND CONDITIONS OUTLINED ABOVE ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY THE PURCHASER INCLUDING ANY ORAL REPRESENTATIONS BY THE SELLER.

2. If it is not clear which Term/Mileage or Coverage has been purchased, **YOU** should contact the Seller or **US**.
3. This Service Contract will be governed by the laws of the Contract Holder address state as indicated on page 1.
4. No amendment, supplement, or waiver of any provision of this Service Contract will be binding against **US** unless it is in writing and signed by one of the authorized representatives at **OUR** home office.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.
6. **OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.

**ARBITRATION:** **YOU** agree that all claims arising from or relating to this Service Contract, whether styled as an individual claim, class action claim, private attorney general claim or otherwise, and whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, shall be subject, at **YOUR**, the Seller's, or Century Warranty Services, Inc.'s ("CWS") election, to mandatory, neutral, binding arbitration on an individual basis only, under the applicable rules then in effect as modified by this Arbitration Clause. This includes, but is not limited to, claims asserted by **YOU** against the Seller, CWS, their parents, their affiliates, and/or their parents', or their affiliates' employees, officers, successors, or assigns. Any arbitration hereunder shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. The Arbitrator shall follow applicable statutes of limitations, shall honor claims of privilege recognized at law, and, if timely requested by either party, shall provide a brief written explanation of the award's basis. Each party shall be responsible for its own attorney, expert, or other fees unless applicable law provides otherwise. No matter how styled by the party bringing the claim, **any claim or dispute is to be arbitrated on an individual basis and not as a class action. YOU expressly waive any right to arbitrate or litigate as a class action or in a private attorney general capacity, and there shall be no joinder or consolidation of parties, except for parties to the same contract.** In the event of a conflict between this Arbitration Clause and any other applicable arbitration clause, the other clause's terms shall apply; provided however, that this Arbitration Clause's grant of the right to elect arbitration of any claim styled as a class action or other representative claim and its prohibition on classwide arbitration both shall apply regardless of any conflict. If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions or the Service Contract; provided however, that if the provision prohibiting classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void. This Arbitration Clause shall not apply to any individual claim brought by **YOU** in small claims court, unless such claim is transferred, removed or appealed to a different court. **Neither YOU, the Seller, nor CWS will have the right to have a jury trial on any claim that is resolved in arbitration. Discovery and rights to appeal are generally more limited in arbitration than in a lawsuit, and other rights applicable in court may not be available in arbitration.** This Arbitration Clause will survive any termination, payoff, or transfer of this Service Contract.

## STATE AMENDMENTS

**ALABAMA:** If **YOU** cancel after sixty (60) days, the administration fee that CWS will charge and retain will be \$25. A ten percent (10%) penalty will be applied to any refund that is not paid within forty-five (45) days of the return of this Service Contract. If **WE** cancel, **WE** will give **YOU** at least five (5) days notice of cancellation and state the effective date and reason for cancellation. If **WE** cancel, refunds will be calculated according to the Pro-Rata method and no administration fee will be charged.

**ALASKA:** This Service Contract will provide coverage if **YOUR** vehicle is used for snow removal, provided it is properly equipped for such use and is not used commercially.

**ARIZONA:** “**WE**”, “**US**” and “**OUR**” appearing in **BOLD** throughout this Service Contract refer to Century Warranty Services, Inc. (“CWS”). To cancel this Service Contract, **YOU** must return this Service Contract to the Seller or the Administrator. This Service Contract is non-cancelable by **US** except for **YOUR** fraud or material misrepresentation in submitting a claim, or failure to pay the Contract Price. In the event **WE** fail to pay a valid claim or refund within thirty (30) days after proof of loss has been filed, **YOU** are entitled to make a direct claim to Courtesy Insurance Company. Please call 1-800-298-8011 for instructions. The **GENERAL** Section item 5.) is removed in its entirety. The **EXCLUSIONS FROM COVERAGE** section is amended to add the following: **YOUR** claim will not be denied based upon any condition existing in the vehicle prior to **YOUR** purchase of this Service Contract. **The ARBITRATION section is amended to add the following: Arizona Service Contract Holders may file with the Director of the Arizona Department of Insurance for relief of any complaint under the provision of A.R.S. §§ 20-1095.04 and/or 20-1095.09.**

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

**CONNECTICUT:** “**WE**”, “**US**” and “**OUR**” appearing in **BOLD** throughout this Service Contract refer to Century Warranty Services, Inc. (“CWS”). If this Service Contract has a term of less than one (1) year, the Service Contract term shall be extended for the time period that the vehicle is being repaired under this Service Contract. If **WE** do not resolve a dispute over the terms of this Service Contract, **YOU** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at P.O. Box 816, Hartford, CT 06142-0816. This Service Contract may be cancelled by **YOU** at any time or if the product is sold, lost, stolen or destroyed.

**FLORIDA:** The retail rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation. If **YOUR** vehicle is not eligible for the Term/Mileage/Deductible/Coverage selected on the front of this Service Contract or if the Contract Price does not meet our pricing requirement, CWS will notify **YOU** within forty five (45) days of the appropriate action taken, which may include rejecting the Service Contract. The **CANCELLATION** provision is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at anytime. To cancel, **YOU** must return this Service Contract to the Seller indicated on page 1 or CWS. If **YOU** cancel during the first sixty (60) days, a one hundred percent (100%) refund of the Contract Price will be made. After sixty (60) days, a pro-rata refund will be made based upon the greater of the time or mileage expired from the Contract Purchase Date and odometer reading at Contract Purchase Date less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the unearned Contract Price, whichever is less. The refund amount shall not be less than ninety percent (90%) of the unearned pro-rata Contract Price. **WE** cannot cancel this Service Contract except for material misrepresentation or fraud at the time of sale, lack of proper maintenance, or non-payment of Contract Price, in which case **YOU** will be notified by certified mail.

If **WE** cancel this Service Contract, **WE** will return one hundred percent (100%) of the paid unearned pro-rata Contract Price. In the event of cancellation, **YOU** authorize the Payment Plan Provider to receive any refund amounts. Upon total loss or repossession, all rights and interests under this Service Contract will immediately transfer to the Payment Plan Provider and the Payment Plan Provider will be named sole payee for any refund amounts. **ROADSIDE ASSISTANCE:** Up to a maximum of \$50 per occurrence, coverage includes towing to the nearest dealer or authorized repair facility, flat tire change (with **YOUR** good spare), battery jump, out of gas fuel delivery (maximum three (3) gallons), lockout service (i.e. keys locked in car or frozen lock). Any expense beyond \$50 is **YOUR** responsibility at the time and site of service. Towing assistance will be dispatched only for mechanical disablements which render the vehicle inoperative. Roadside Assistance provided by and/or through Cross Country Motor Club, Inc., Medford, MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin, and Wyoming where services are provided by and/or through Cross Country Motor Club of California, Inc., Thousand Oaks, CA 91360. Call 1-800-517-8500 for 24 hour Roadside Assistance. The **HOW TO MAKE A CLAIM** section 3.) is removed in its entirety and replaced with the following 3.) **SUBMIT A CLAIM FOR REIMBURSEMENT TO US ALONG WITH ALL REQUIRED DOCUMENTS WITHIN NINETY (90) DAYS OF AUTHORIZATION.**

**GEORGIA:** The **CANCELLATION** paragraph is amended as follows: If **YOU** cancel after sixty (60) days, a pro-rata refund will be made based upon the greater of the time or mileage expired from the Contract Purchase Date and odometer reading at Contract Purchase Date, less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the unearned pro-rata Contract Price, whichever is less. If **WE** cancel, **YOU** will be notified by certified mail stating the time when the cancellation will be effective, which shall not be less than thirty (30) days from the date of mailing. The cancellation shall conform to the requirements of Georgia Code Section 33-24-44. **WE** cannot cancel this Service Contract except for fraud, material misrepresentation, or non-payment of the Contract Price. If **WE** cancel, refunds will be calculated according to the Pro-Rata method and no administration fee will be charged. In the event, the issuer of this Service Contract is unable to make a refund; **YOU** may file a claim directly with the insurer listed in this Service Contract. The **EXCLUSIONS FROM COVERAGE** section 1.) is removed in its entirety and replaced with the following: **ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE PART SINCE THE PURCHASE OF THIS SERVICE CONTRACT, USE OF UNDERSIZED OR OVERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, ACCIDENTAL LOSS;** SECTION 8.) is removed in its entirety and replaced with the following: 8.) **ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, RESTRICTED OIL FLOW, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, OR RUST AND RUST DAMAGE.** The **ARBITRATION** section is removed in its entirety.

**HAWAII:** If **YOU** cancel after sixty (60) days, a pro-rata refund will be made based upon the greater of the time or mileage expired from the Contract Purchase Date and odometer reading at Contract Purchase Date, less an administration fee that CWS will charge and retain of \$50. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. The right to cancel this Service Contract in the first sixty (60) days and receive a one hundred percent (100%) refund of the Contract Price is not transferable and only applies to the original Contract Holder. If **WE** cancel for any reason other than: 1.) nonpayment of the Contract Price; 2.) any material misrepresentation made by **YOU** or on **YOUR** behalf; or, 3.) any substantial breach of contractual duties by **YOU**, **WE** will provide **YOU** with written notice of cancellation at least five (5) days prior to the effective date of cancellation.

**IDAHO:** Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS:** The cancellation administration fee that CWS will charge and retain will be \$50 or ten percent (10%) of the pro-rata refund amount, whichever is less.

**INDIANA:** YOUR proof of payment to US for this Service Contract shall be considered proof of payment to the insurance company which guarantees OUR obligations to YOU, providing such insurance was in effect on the Purchase Date of this Service Contract.

**IOWA: NOTICE OF CONSUMER RIGHTS:** Please be advised that although YOUR coverage under the enclosed Mechanical Breakdown Service Contract has begun and is effective, YOU are not bound under the terms of the Service Contract until the expiration of sixty (60) days from the Date of Purchase. Per the CANCELLATION section of YOUR Service Contract, YOU are entitled to a full refund of any monies paid toward the purchase of this Service Contract if cancelled within sixty (60) days from the Date of Purchase. In the event YOU have any questions regarding YOUR Service Contract, YOU may contact Century Warranty Services, Inc., P.O. Box 3195, Jacksonville, Florida 32206 or Courtesy Insurance Company. YOU may also contact the Iowa Insurance Commissioner at the following address: Iowa Securities Bureau, 340 East Maple, Des Moines, Iowa 50319. Century Warranty Services, Inc. is liable for cancellation refunds. In the event YOU are unable to obtain YOUR refund from Century Warranty Services, Inc., YOU may contact Courtesy Insurance Company. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within thirty (30) days after return of this Service Contract.

**MARYLAND:** If this Service Contract is cancelled by YOU during the first sixty (60) days, no administration fee will be charged. In the event WE fail to pay a valid claim or refund within sixty (60) days after proof of loss has been filed, YOU are entitled to make a direct claim to Courtesy Insurance Company. Please call 1-800-298-8011 for instructions.

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

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

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

Used vehicles with less than 36,000 miles at the time of sale:

Provides coverage for sixty (60) days or 2,500 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale:

Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first.

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

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

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

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

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

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

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

The following paragraph on Page 1 is removed in its entirety: By my agreement to purchase this Service Contract, I attest that, to the best of my knowledge, all components of the vehicle for which I have elected coverage under this Service Contract are fully operable with no known defects. I further attest that I know of no operational conditions with this vehicle, which may lead to mechanical failure, nor have there been any modifications or additions to the vehicle which would violate any applicable manufacturer's warranty.

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

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

The **HOW TO MAKE A CLAIM** section 3.) is removed in its entirety and replaced with the following: 3.) Submit a claim for reimbursement to **US** along with all required documents within sixty (60) days of authorization; 4.) is removed in its entirety.

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

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

**MISSISSIPPI:** The **ARBITRATION** provision is removed in its entirety.

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

**NEBRASKA:** The **CANCELLATION** section is amended by the addition of the following: If **WE** cancel, **WE** will provide a written notice to **YOU** via certified mail sixty (60) days in advance of cancellation. The **LIMITS OF LIABILITY** section is amended by the addition of the following: The Actual Cash Value will be calculated using the N.A.D.A. Official Used Car Guide. The **ARBITRATION** section is removed in its entirety.

**NEVADA:** If **YOU** cancel this Service Contract during the first sixty (60) days, a one hundred percent (100%) refund of the Contract Price will be made. After sixty (60) days, a pro-rata refund will be made based upon the greater of the time or mileage expired from the Contract Purchase Date and odometer reading at Contract Purchase Date, less a \$50 administration fee that CWS will charge and retain. A ten percent (10%) penalty per thirty (30) day period shall be added to any refund not paid within thirty (30) days after the date this Service Contract is returned. This Service Contract is non-cancelable by **US** except for fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the Contract Price. No administration fee will be charged if this Service Contract is cancelled by **US**. This Service Contract is not renewable and expires in accordance with the Service Contract Period provision. If **WE** cancel this Service Contract, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. The Actual Cash Value will be calculated using the N.A.D.A. Official Used Car Guide.

**NEW HAMPSHIRE:** The **INSURANCE** section is removed in its entirety and replaced with the following: **OUR** obligations under this Service Contract are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596. **YOU** may file a claim with the insurance company directly. To do so, please call 1-800-426-7517. In the event **YOU** do not receive satisfaction under this Service contract, **YOU** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261.

**NEW MEXICO:** The **CANCELLATION** paragraph is amended as follows: If **YOU** cancel within sixty (60) days of receipt of this Service Contract, a one hundred percent (100%) refund of the Contract Price will be made. After sixty (60) days, a pro-rata refund will be made based upon the greater of the time or mileage expired from the Contract Purchase Date and odometer reading at Contract Purchase Date, less a \$50 administration fee that CWS will charge and retain. The right to cancel this Service Contract is not transferable and only applies to the original Contract Holder. A ten percent (10%) penalty will be applied to any refund that is not paid within sixty (60) days of return of this Service Contract. After seventy (70) days, **WE** cannot cancel except for: 1.) nonpayment of Contract Price; 2.) fraud or misrepresentation in obtaining this Service Contract or presenting a claim; or, 3.) discovery of an act or omission in violation of this Service Contract which substantially and materially increases the service required under the Service Contract. If **WE** cancel, **WE** will give **YOU** at least fifteen (15) days notice of cancellation.

**NEW YORK:** The **CANCELLATION** paragraph is amended as follows: If this Service Contract is cancelled by **YOU** during the first sixty (60) days, no administration fee will be charged. A ten percent (10%) penalty per thirty (30) day period shall be added to any refund not paid within thirty (30) days after the date this Service Contract is returned. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation.

**NORTH CAROLINA:** The cancellation administration fee that CWS will charge and retain will be \$50 or ten percent (10%) of the pro-rata refund amount, whichever is less.

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

**OKLAHOMA:** This Service Contract is not issued by the manufacturer or wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company. Century Warranty Services, Inc. ("CWS") is the Obligor of this Service Contract. The **CANCELLATION** paragraph of this Service Contract is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at any time. To cancel, **YOU** must return this Service Contract to the Seller or CWS. If **YOU** cancel this contract within the first sixty (60) days, **YOU** are entitled to a full refund. If **YOU** cancel this contract after sixty (60) days, **WE** shall return one hundred percent (100%) of the unearned pro-rata premium, less ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50), whichever is less which CWS will charge and retain. If **WE** cancel, **WE** will return one hundred percent (100%) of the unearned pro-rata premium. In the event of cancellation, **YOU** authorize the Payment Plan Provider to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, this Service Contract will be terminated and all rights and interest to a refund under this Service Contract will immediately transfer to the Payment Plan Provider and the Payment Plan Provider will be named sole payee for any refund amounts. This Service Contract is non-cancelable by **US** except for fraud, material misrepresentation, or failure to pay the Contract Price. Oklahoma Service Warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**OREGON:** The **ARBITRATION** section is removed in its entirety.

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

**TEXAS:** If this Service Contract is cancelled by **YOU** during the first sixty (60) days, no administration fee will be charged. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. **YOU** may apply for reimbursement directly to Courtesy Insurance Company if a refund or credit is not paid within forty-five (45) days after a cancellation request is made.

**UTAH:** This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guarantee Association. The **CANCELLATION** section is amended by the addition of the following: If **WE** cancel this Service Contract, **WE** will give **YOU** at least thirty (30) days notice of cancellation and state the effective date and reason for cancellation. If this Service Contract is financed, in the event of a total loss or repossession, the Payment



Plan Provider is authorized to cancel this Service Contract and the Payment Plan Provider will be named as sole payee for any refund amounts and all rights and interests under this Service Contract will immediately transfer to the Payment Plan Provider. The **HOW TO MAKE A CLAIM** section 3.) is removed in its entirety and replaced with the following: 3.) Submit a claim for reimbursement to **US** along with all required documents as soon as possible. The **ARBITRATION** section is amended to add the following language: ANY DISPUTE ARISING UNDER THIS SERVICE CONTRACT BETWEEN **YOU** AND CWS AND/OR THE SELLER 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 CWS. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

**Payment Method:**     Paid in Full By Consumer     Paid in Full by Payment Plan Provider

**WASHINGTON:** Century Warranty Services, Inc. ("CWS") is the service provider for this Mechanical Breakdown Service Contract. The **INSURANCE** section is removed in its entirety and replaced with the following: **OUR** obligations under this Service Contract are guaranteed by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. The Contractual Liability Policy Number is 02-09-0001. **YOU** are entitled to make a direct claim to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. The **CANCELLATION** section is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at anytime. To cancel, **YOU** must return this Service Contract to the Seller. If **YOU** cancel this Service Contract during the first sixty (60) days, no administration fee will be charged. If **YOU** cancel after sixty (60) days, a pro-rata refund will be made based upon the greater of the time or mileage expired from the Contract Purchase Date and odometer reading at Contract Purchase Date, less a \$25 administration fee that CWS will charge and retain. A ten percent (10%) penalty will be applied to any refund that is not paid within thirty (30) days of return of this Service Contract. If this Service Contract is financed, in the event of a total loss or repossession the Payment Plan Provider is authorized to cancel this Service Contract and the Payment Plan Provider will be named as sole payee for any refund amounts and all rights and interests under this Service Contract will immediately transfer to the Payment Plan Provider. The Payment Plan Provider is noted on the "Payment Plan Provider" on page 1 of this Service Contract. This Service Contract is non-cancelable by **US** except for fraud, material misrepresentation, or failure to pay the Service Contract Price due. The **GENERAL** paragraph is amended by the addition of the following: 7.) The parties hereto agree for the purpose of arbitration or litigation, the venue of the matter shall be in the appropriate judicial district in the state of Washington. The **HOW TO MAKE A CLAIM** section 2 is amended by the addition of the following: **CONTACT CWS AS SOON AS POSSIBLE FOLLOWING AN EMERGENCY REPAIR.**

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

**WISCONSIN:** THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The following statement is removed in its entirety from the **HOW TO MAKE A CLAIM** section: Authorization must be obtained from **CWS** prior to having **YOUR** vehicle repaired. The **HOW TO MAKE A CLAIM** section 3. is removed in its entirety and replaced with the following statement: 3. Submit a claim for reimbursement to **US** along with all required documents as soon as possible within one year after authorization. The **ARBITRATION** provision is amended as follows: If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision are not prohibited by the Wisconsin Consumer Act. Notwithstanding any provision contained herein to the contrary, **YOU** are not bound to participate in binding arbitration and retain the right to bring an action in a court of competent jurisdiction. The **GENERAL** section item 5.) is removed in its entirety.

**WYOMING:** If this Service Contract is cancelled by **YOU** during the first sixty (60) days, no administration fee will be charged. If **WE** cancel, **WE** will mail a written notice of cancellation to **YOU** at least ten (10) days prior to cancellation, unless cancellation is for non-payment of Service Contract fees, a material misrepresentation, or other substantial breach of contractual duties. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. The **CANCELLATION** section is amended as follows: In the event of cancellation, refunds will be made payable to **YOU** and the Payment Plan Provider. The **ARBITRATION** section is removed in its entirety.