



# MECHANICAL FAILURE SERVICE CONTRACT

## 1 VEHICLE

CONTRACT # \_\_\_\_\_ FORM MMC40921 REFERENCE # \_\_\_\_\_  
 YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ INITIAL ODOMETER READING \_\_\_\_\_

## 2 SELLER

SELLER \_\_\_\_\_ PHONE \_\_\_\_\_ SELLER # \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

## 3 SERVICE CONTRACT HOLDER

FIRST NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_ CO-BUYER NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

(AREA CODE) TELEPHONE # \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

## 4 SERVICE CONTRACT INFORMATION

THE COVERED PARTS WILL AUTOMATICALLY CHANGE BASED ON **YOUR VEHICLE'S ORIGINAL EQUIPMENT MANUFACTURER'S COMPREHENSIVE WARRANTY (WARRANTY)** COVERAGE STATUS AND/OR WHEN **YOUR VEHICLE REACHES THE ODOMETER MILES THAT ARE APPLICABLE TO EACH MILEAGE BAND. VEHICLE CARE PARTS ARE ONLY COVERED DURING THE WARRANTY PERIOD; COVERED PARTS WILL AUTOMATICALLY CHANGE TO PLATINUM COVERED PARTS AFTER THE WARRANTY HAS EXPIRED UNTIL THE ODOMETER READS 105,000 MILES; COVERED PARTS WILL AUTOMATICALLY CHANGE TO POWERTRAIN COVERED PARTS WHEN THE ODOMETER READS BETWEEN 105,001 MILES AND 225,000 MILES.**

VEHICLE CARE	PLATINUM	POWERTRAIN
COVERAGE PLAN Coverage During WARRANTY	Coverage After WARRANTY to 105,000 Miles	Coverage 105,001 to 225,000 Miles
DEDUCTIBLE AMOUNT \$100 (Z1H) \$250 (ZTF)		

LIGHT DUTY COMMERCIAL USE COVERAGE ONLY FOR VEHICLES WITH LESS THAN 35,000 MILES \_\_\_\_\_ (LCU)

RIDESHARE COVERAGE \_\_\_\_\_ (RSH) LIFT KIT COVERAGE \_\_\_\_\_ (LFK)

SERVICE CONTRACT PURCHASE DATE \_\_\_\_\_ SERVICE CONTRACT RECURRING MONTHLY PAYMENT AMOUNT BEFORE SALES TAX (RECURRING PAYMENT AMOUNT) \_\_\_\_\_

**YOU UNDERSTAND THAT THE PURCHASE OF THIS SERVICE CONTRACT IS OPTIONAL, IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE OR LEASE A VEHICLE, IS CANCELLABLE, HAS A STANDARD \$100 DEDUCTIBLE AND MAY PROVIDE CERTAIN COVERAGES WHICH ALREADY MAY BE INCLUDED IN ANY APPLICABLE WARRANTY.**

**NOTICE TO SERVICE CONTRACT HOLDER: YOU are required to obtain authorization prior to beginning any repairs covered by this Service Contract except as noted in #2 of HOW TO MAKE A CLAIM. Authorization can be obtained by contacting the Administrator of this Service Contract, Century Warranty Services, Inc. at 1-877-452-1091. This Service Contract is subject to the ARBITRATION section contained herein. Please see STATE AMENDMENTS section for additional state provisions.**

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

## 5 SERVICE CONTRACT HOLDER NOTICE

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

**BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL OR NOT CONTINUE THIS SERVICE CONTRACT AT ANY TIME. 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.**

## 6 CARD PAYMENT INFORMATION

NAME ON CARD \_\_\_\_\_ CARD NUMBER Card number ending in \*XXXX \_\_\_\_\_  
 For the purchase of this Service Contract **YOU** authorize **SELLER'S** authorized payment processor to make consecutive monthly charges of the **RECURRING PAYMENT AMOUNT** plus sales tax, if applicable, and to charge **YOUR** credit card on the same day of the SERVICE CONTRACT PURCHASE DATE each month, as listed above (the **PAYMENT DUE DATE**), or the last day of the month if the SERVICE CONTRACT PURCHASE DATE falls on a date that does not exist in every month (i.e. the 31st). The consecutive monthly payments for this Service Contract are subject to the SERVICE CONTRACT PERIOD section contained herein. **Coverage under this Service Contract will continue month to month until terminated by YOU or by US in accordance with the terms and conditions stated herein, or until YOUR odometer has exceeded 225,000 miles or 10 years, whichever occurs first. YOU must notify US when YOUR vehicle odometer reaches 225,000 miles.**

CONTRACT HOLDER SIGNATURE \_\_\_\_\_ SIGNATURE DATE \_\_\_\_\_ CO-BUYER SIGNATURE \_\_\_\_\_ SIGNATURE DATE \_\_\_\_\_

SERVICE COMPANY AND ADMINISTRATOR:

**CENTURY WARRANTY SERVICES, INC.**

P. O. BOX 3195 ▼ JACKSONVILLE, FLORIDA 32206 ▼ 1-877-452-1091 ▼ Florida License No. 60114

COPY 1 - CWS ▼ COPY 2 - SELLER ▼ COPY 3 - CUSTOMER

NMSC (05/20) ▼ MMC4 (09/21)

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

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

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

**SERVICE CONTRACT PERIOD:** Coverage under this Service Contract begins on the **SERVICE CONTRACT PURCHASE DATE** ("Coverage Start Date") shown on this Service Contract and will continue month to month until terminated by YOU or by US in accordance with the terms and conditions stated herein, or when YOUR odometer exceeds 225,000 miles or 10 years, whichever occurs first. YOU must notify US to stop the **RECURRING PAYMENT AMOUNT** in the event of, but not limited to, transferring vehicle ownership and when the vehicle odometer exceeds 225,000 miles. If the **RECURRING PAYMENT AMOUNT** is not received by US or OUR authorized representative within one (1) business day of the **PAYMENT DUE DATE**, YOUR Service Contract will terminate and WE will not be responsible for any Mechanical Breakdowns subsequent to the date of termination. To accurately process **YOUR RECURRING PAYMENT AMOUNT**, it is YOUR responsibility to ensure that WE have the correct account and billing information at all times. If YOU change YOUR account information, billing information or contact information (including phone number or email address), it is YOUR responsibility to call 1-844-392-4797 or notify US in writing of the change(s) immediately in order to avoid payment interruption and lapse or cancellation of coverage. WE reserve the right to reject reinstatement of the Service Contract. The **SERVICE CONTRACT PERIOD** must continue without any lapse in payment in order for YOU to receive Coverage. This Service Contract will automatically terminate when the aggregate total of benefits paid/payable under the Service Contract exceeds the limits as set forth in the **LIMITS OF LIABILITY** section.

**SERVICE CONTRACT COVERAGE:** In the event of a **MECHANICAL BREAKDOWN** which occurs 30 days or more after the **SERVICE CONTRACT PURCHASE DATE**, 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. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction, or failure of any non-covered parts. **IF THE MECHANICAL BREAKDOWN IS COVERED UNDER ANY WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE") UPON REPAIR, WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN OUR DEDUCTIBLE AND THE OTHER COVERAGE'S DEDUCTIBLE AND 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. **THIS SERVICE CONTRACT DOES NOT COVER PRE-EXISTING CONDITIONS.**

**MECHANICAL BREAKDOWN:** The failure of a Covered Part (as defined in **VEHICLE COVERED PARTS**) due to (1) faulty workmanship or materials supplied by the original vehicle manufacturer or distributor or; (2) if YOUR vehicle has less than 225,000 odometer miles, a gradual reduction in operating performance as a result of normal wear and tear.

**PLAN COVERAGE:** The coverage plans described on this Service Contract are as follows: **VEHICLE CARE, PLATINUM, POWERTRAIN.** The coverage plan that applies to YOUR vehicle is determined by the **WARRANTY** coverage status and/or the number of miles on the odometer at the time of Mechanical Breakdown.

**VEHICLE COVERED PARTS – VEHICLE CARE COVERAGE  
COVERAGE DURING WARRANTY PERIOD AND 30 DAYS OR MORE AFTER SERVICE CONTRACT PURCHASE DATE**

**BRAKE PAD:** Covers the replacement of one (1) set of front and rear brake pads/shoes during the **WARRANTY** period.

**BATTERY:** Covers one (1) battery replacement during the **WARRANTY** period, or the difference between the manufacturer's pro-rated reimbursement and the total cost of the battery during this period.

**HEADLAMP:** Covers the unlimited replacement of the headlamps during the **WARRANTY** period (**IMPACT DAMAGE NOT COVERED**).

**BELTS AND HOSES:** Covers the replacement of the engine belts and hoses including: vacuum pump belt, serpentine belt, power steering belt, alternator belt, supercharger belt, air intake recirculation pump belt, air conditioner belt, water pump belt, heater hose, bypass hose, throttle body hose, upper and lower radiator hoses, air conditioning hose, power steering pressure and return hose, air hose, washer hoses, vacuum hoses, and fuel hoses during the **WARRANTY** period.

**WINDSHIELD WIPER BLADES:** Covers the replacement of one (1) set of windshield wiper blades and/or inserts during the **WARRANTY** period.

**ELECTRICAL:** Unlimited coverage of fuses, interior and exterior light bulbs including: turn signal bulbs, engine compartment lights, running lights, fog lights, stop lights, backup lights, license plate lights, parking lights, trunk light, dome light, courtesy light, visor light, map light and glove box light during the **WARRANTY** period.

**WHEEL ALIGNMENT:** Covers one (1) wheel alignment during the **WARRANTY** period.

**VEHICLE COVERED PARTS – PLATINUM COVERAGE  
COVERAGE AFTER WARRANTY EXPIRES THROUGH 105,000 MILES AND 30 DAYS OR MORE AFTER SERVICE CONTRACT  
PURCHASE DATE**

**PLATINUM COVERAGE** includes ANY **MECHANICAL BREAKDOWN** except for those items listed in the sections **EXCLUSIONS FROM COVERAGE** and **LIMITS OF LIABILITY**. All other terms and conditions of this Service Contract remain unchanged.

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

**VEHICLE COVERED PARTS – POWERTRAIN COVERAGE**  
**COVERAGE BETWEEN 105,001 MILES AND 225,000 MILES AND 30 DAYS OR MORE AFTER SERVICE CONTRACT PURCHASE DATE**

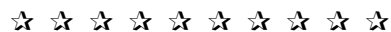
**ENGINE:** All internally lubricated parts contained within the engine, plus the following: intake manifold; exhaust manifolds; balance shaft; water pump; fuel pump, diesel injection pump, diesel oil controlled fuel injectors; thermostat; timing gears, chain or belt, and tensioner; oil pump; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve, boost pressure control, wastegate, recirculation and blow off valve; seals and gaskets.

**TRANSMISSION/TRANSAXLE/TRANSFER CASE:** All internally lubricated parts contained within the transmission, transaxle and transfer case, plus the following: all internal fasteners, nuts and bolts; shift cover and forks; bell housing, components within the bell housing; torque converter; external valve bodies, control units and solenoids; seals and gaskets.

**DRIVE AXLE:** All internally lubricated parts contained within the differential/axle housing(s), plus the following: cover; 4x4 locking hubs and electric or vacuum actuator; seals and gaskets.

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

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



**ADDITIONAL COVERAGE**

**EMERGENCY ROADSIDE ASSISTANCE COVERAGE**  
**COVERAGE BETWEEN 0 AND 225,000 MILES AND STARTING ON THE SERVICE CONTRACT PURCHASE DATE**

The following **ROADSIDE ASSISTANCE COVERAGE** is available to **YOU**. **WE** will pay up to \$100 per occurrence for **ROADSIDE ASSISTANCE COVERAGE**. **YOU** are responsible for any non-covered expenses and amounts that exceed \$100 for covered expenses. The **ROADSIDE ASSISTANCE COVERAGE** is only available for **YOUR** vehicle.

- **Toll-Free National Roadside Assistance**
  - Call toll-free 24-hours a day, 365 days a year, **YOU** can reach **US** anywhere in the U.S. and Canada by calling 1-800-963-3400
- **Roadside Assistance**
  - **YOU** are entitled to “sign and drive” coverage for emergency services for the following roadside disablements:
    - Flat tire assistance to change a flat tire with **YOUR** inflated spare tire
    - Out of gas assistance up to three (3) gallons of free gas delivered if **YOUR** vehicle runs out of fuel
    - Lockout assistance to unlock **YOUR** vehicle if **YOUR** keys are lost, broken or locked inside the vehicle
    - Jump-start assistance for **YOUR** vehicle to provide a battery jump to allow **YOU** to proceed to **YOUR** destination
- **Emergency Towing**
  - Call anytime to make arrangements to transport **YOUR** vehicle to the nearest dealership or qualified repair facility in the event of a mechanical disablement which renders **YOUR** vehicle inoperative. **YOU** are covered on a “sign and drive” basis (storage costs, if any, are not included).

**30 DAYS OR MORE AFTER SERVICE CONTRACT PURCHASE DATE**

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

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

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

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

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

**LIGHT DUTY COMMERCIAL USE COVERAGE:** In order to qualify for Light Duty Commercial Use Coverage, the vehicle described on this Service Contract must be a passenger car, sport utility vehicle, van or pickup truck not exceeding one (1) ton capacity, and have no more than 35,000 odometer miles at the time of sale. Eligible usage is limited to company or pool vehicles used for business travel, site inspection, light delivery, service or repair, and snow removal provided **YOUR** vehicle is equipped for snow removal as recommended by the manufacturer. Cab/chassis, cutaways, stripped chassis, incomplete vehicles, branded title vehicles and any vehicles exceeding one (1) ton capacity are not eligible for coverage.

**RIDESHARE COVERAGE:** In order to qualify for Rideshare Coverage, the vehicle described on this Service Contract must be a passenger car, sport utility vehicle, van or pickup truck not exceeding one (1) ton capacity. Eligible usage is limited to **YOUR** personal vehicle for the purpose of carriage of passengers for hire. Cab/chassis, cutaways, stripped chassis, incomplete vehicles, branded title vehicles and any vehicles exceeding one (1) ton capacity are not eligible for coverage.

**LIFT KIT COVERAGE:** Provides coverage for vehicles with lift kits and associated parts.

**TRANSFER:** **YOU may NOT transfer this Service Contract to another owner or to another vehicle.** **YOU** may contact **YOUR SELLER** to learn about Service Contracts that might be available for a new owner.

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

**CANCELLATION:** This Service Contract may be cancelled or not continued by **YOU** at any time. To cancel or not continue this Service Contract, contact **YOUR SELLER** or CWS at 1-877-452-1091. **WE** may cancel or not continue this Service Contract for any reason, including but not limited to fraud, material misrepresentation, or failure by **YOU** to pay the **RECURRING PAYMENT AMOUNT**. If this Service Contract is cancelled within the first thirty (30) days of the SERVICE CONTRACT PURCHASE DATE, **YOU** will receive a full refund of any amounts paid by **YOU**. If this Service Contract is cancelled after thirty (30) days from the SERVICE CONTRACT PURCHASE DATE, **YOU** will receive a pro rata refund of the unearned portion of the current month's **RECURRING PAYMENT AMOUNT** paid, if any, based on elapsed time for the current monthly period, less an administration fee of \$50 that CWS will charge and retain. Upon **OUR** receipt of notification of a total loss or repossession, this Service Contract will be terminated. The refund owed following the termination of the Service Contract will be in accordance with the refund methodology stated above. In the event this Service Contract is cancelled, any **RECURRING PAYMENT AMOUNT** made after the cancellation date will not be processed and/or will be refunded.

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

- 1. ANY VEHICLE IDENTIFIED AS A GRAY MARKET VEHICLE, TOTAL LOSS, SALVAGED, REBUILT OR FLOOD DAMAGED;**
- 2. ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE COVERED PART, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER OR BY A MANUFACTURER APPROVED INSTALLER THAT CAUSES THE MANUFACTURER TO DENY A FACTORY WARRANTY CLAIM, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, ACCIDENTAL LOSS, FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS (UNLESS LIFT KIT COVERAGE IS SELECTED ON THIS SERVICE CONTRACT), AFTERMARKET PERFORMANCE PARTS OR SYSTEMS);**
- 3. ANY MECHANICAL BREAKDOWN CAUSED BY AN ACCIDENT, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, OR WARS;**
- 4. THE REPAIR OR REPLACEMENT OF A COVERED PART IF THE PART IS COVERED, EITHER IN FULL OR AT REDUCED COST, UNDER ANY WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR OTHER REPAIR ADJUSTMENT BY THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR OTHER REPAIRER OF THE VEHICLE. SOLE COVERAGE FOR SUCH PARTS AND REPAIRS SHALL REST SOLELY WITH THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR OTHER REPAIRER OF THE VEHICLE, REGARDLESS OF WHETHER THE CLAIM IS HONORED OR REPAIR IS COMPLETED. IF THE REPAIR IS COMPLETED, REIMBURSEMENT FOR ANY CO-PAY OR DEDUCTIBLE DUE UNDER THE WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR OTHER REPAIR ADJUSTMENT IS AVAILABLE, LESS APPLICABLE DEDUCTIBLE, UPON REPAIR AND SUBMISSION OF ALL REQUIRED DOCUMENTS;**
- 5. ANY INVOICE PRESENTED TO CWS FOR PAYMENT OF SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;**
- 6. ANY CLAIM IF YOUR VEHICLE'S ODOMETER, SINCE THE SERVICE CONTRACT PURCHASE DATE, HAS BEEN ALTERED, DISCONNECTED, IS INOPERABLE, OR ACTUAL MILEAGE CANNOT BE DOCUMENTED, OR REASONABLY BE ESTIMATED;**
- 7. ANY CLAIM IF YOUR VEHICLE IS USED FOR: COMPETITIVE DRIVING OR RACING; POLICE OR EMERGENCY SERVICE; PRINCIPALLY OFF-ROAD USE; THE PURPOSE OF COMMERCIAL RENTAL, TAXI, LIMOUSINE, OR SHUTTLE; CARRIAGE OF PASSENGERS FOR HIRE (UNLESS YOU HAVE SELECTED THE RIDESHARE COVERAGE ON THIS SERVICE CONTRACT AND YOUR VEHICLE QUALIFIES FOR SUCH COVERAGE); RENTAL PURPOSES; TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;**

8. 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;
9. ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, DAMAGE AS THE RESULT OF CONTINUED OPERATION WITH AN OVERHEAT CONDITION, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, OR CHEMICALS;
10. THE NEED TO REPAIR OR REPLACE A COVERED PART ARISING OR RESULTING FROM THE USE OF YOUR VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS OR CANADA;
11. 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;
12. 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;
13. 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;
14. ANY CLAIM IF YOUR VEHICLE IS USED FOR COMMERCIAL DELIVERY/SERVICE/REPAIR OR SNOW REMOVAL (UNLESS YOU HAVE SELECTED THE LIGHT DUTY COMMERCIAL USE COVERAGE ON THIS SERVICE CONTRACT AND YOUR VEHICLE QUALIFIES FOR SUCH COVERAGE);
15. UNDER VEHICLE CARE AND POWERTRAIN COVERAGES, ANY PART OR BENEFIT THAT IS NOT SPECIFICALLY LISTED AS COVERED UNDER THE COVERAGE SELECTED;
16. UNDER PLATINUM COVERAGE, ANY OF THE FOLLOWING PARTS: BRAKE LININGS, BRAKE DRUMS AND ROTORS, DISC BRAKE PADS, STANDARD MANUAL TRANSMISSION CLUTCH FRICTION DISC, PRESSURE PLATE, PILOT BEARING, THROW-OUT BEARING AND ARM, AIR BAGS, SOLAR POWERED DEVICES, GLASS, LENSES, SEALED BEAMS, BODY PARTS AND/OR PANELS, WEATHER STRIPPING, TRIM, MOLDINGS, LOCK CYLINDERS, TIRES, WHEELS, ALL BATTERIES EXCEPT HYBRID/EV/HYDROGEN HIGH VOLTAGE BATTERIES, LIGHT BULBS, UPHOLSTERY, PAINT, BRIGHT METAL, FREEZE PLUGS, FILTERS, HEATER AND RADIATOR HOSES, EXHAUST SYSTEM, CATALYTIC CONVERTER, SHOCK ABSORBERS, WORK SUCH AS FRONT-END ALIGNMENT OR WHEEL BALANCING (EXCEPT WHEN REQUIRED IN CONJUNCTION WITH A MECHANICAL BREAKDOWN), SAFETY RESTRAINT SYSTEMS, AUDIO/SECURITY OR OTHER SYSTEMS NOT FACTORY INSTALLED, OR VINYL AND CONVERTIBLE TOPS;
17. 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;
18. THE CORRECTION OF OIL CONSUMPTION, REPAIR OF WORN RINGS, OR ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURRED;
19. ANY MAINTENANCE ON YOUR VEHICLE;
20. ANY PERSONAL EXPENSES ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE, EXCEPT AS PROVIDED IN THE ALTERNATE TRANSPORTATION AND TRAVEL BREAKDOWN SECTIONS;
21. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION);
22. ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING);
23. ANY INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY THAT CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE;
24. ANY COVERAGE BEFORE THE PURCHASE DATE SHOWN ON THIS SERVICE CONTRACT;
25. ANY MECHANICAL BREAKDOWN DURING THE FIRST 30 DAYS AFTER THE SERVICE CONTRACT PURCHASE DATE.

**YOUR RESPONSIBILITIES:**

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

**HOW TO MAKE A CLAIM: WHEN REPAIRS ARE REQUIRED, YOU MUST TELEPHONE CWS AT 1-877-452-1091 DURING NORMAL WORKING HOURS TO RECEIVE INSTRUCTIONS. IF YOU DO NOT FOLLOW OUR INSTRUCTIONS, WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR THE COST OF ANY REPAIRS. AUTHORIZATION MUST BE OBTAINED FROM CWS PRIOR TO HAVING YOUR VEHICLE REPAIRED. WE RESERVE THE RIGHT TO INSPECT ANY VEHICLE BEFORE AUTHORIZATION OF ANY REPAIRS. IN ORDER TO MAKE A CLAIM UNDER THIS SERVICE CONTRACT YOU MUST:**

1. PROVIDE "TEARDOWN AUTHORIZATION" WHEN REQUESTED BY CWS, SO THAT THE REPAIR FACILITY CAN PROVIDE AN ACCURATE

**DIAGNOSIS AND ESTIMATE OF REPAIRS. WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR TEARDOWN COSTS IN THE EVENT THE REPAIRS ARE NOT COVERED UNDER THE PROVISIONS OF THIS SERVICE CONTRACT;**

- 2. IN THE EVENT OF AN EMERGENCY SITUATION THAT OCCURS AND CWS CANNOT BE REACHED, YOU CAN PROCEED WITH REPAIRS, BUT PAYMENT WILL BE IN ACCORDANCE WITH THE OTHER PROVISIONS OF THIS SERVICE CONTRACT;**
- 3. SUBMIT A CLAIM FOR REIMBURSEMENT TO CWS, ALONG WITH ALL REQUIRED DOCUMENTS, WITHIN THIRTY (30) DAYS OF AUTHORIZATION OR REPAIR;**
- 4. RETAIN ALL REPLACED PARTS UNTIL YOUR CLAIM IS SETTLED, AS YOU MAY BE REQUIRED TO SUBMIT THESE PARTS FOR INSPECTION.**

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

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

**OUR OPTIONS:** Replacement parts utilized in connection with a **MECHANICAL BREAKDOWN** will be, at the discretion of CWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or CWS.

**LIMITS OF LIABILITY:** OUR maximum liability and aggregate total of all benefits paid or payable under the terms of this Service Contract will be the J.D. Power Official Used Car Guide® retail value of YOUR vehicle at the instant prior to the most recent loss or \$10,000, whichever is less.

If the J.D. Power Official Used Car Guide® vehicle valuation is unavailable, not widely recognized, or not commonly used in the geographic area, CWS may use another market retail valuation method. The payment for or reimbursement for repair or replacement of Covered Parts and the benefits stated under TRAVEL BREAKDOWN, ALTERNATE TRANSPORTATION, DIAGNOSTICS COVERAGE, RELATED DAMAGE COVERAGE, FLUID COVERAGE and ELECTRONIC CONTROL MODULE REPROGRAMMING, and, if applicable, LIGHT DUTY COMMERCIAL USE COVERAGE, RIDESHARE COVERAGE, AND LIFT KIT COVERAGE are the only remedies available to SERVICE CONTRACT HOLDER. WE assume no other obligation or responsibility with regard to the vehicle. WE neither assume, nor authorize anyone to assume for US, any additional liability.

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

#### **GENERAL:**

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

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

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

Such arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (and not any state law concerning arbitration), this Arbitration Clause, and the applicable rules of JAMS, Inc. (“JAMS”)—excluding any rules pertaining to class arbitration, and subject to any modification of those rules by this Arbitration Clause—in effect at the time of the written notice demanding arbitration. In the event of a conflict between the JAMS rules and this Arbitration Clause, this Arbitration Clause shall control. Applicable rules for JAMS are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. The Arbitrator shall apply statutes of limitation applicable at law, shall honor claims of privilege recognized at law, and if timely requested by any party, shall provide a reasoned, written explanation of the award’s basis. Notwithstanding any provision otherwise in this Arbitration Clause or in the JAMS rules, any dispute regarding arbitrability, including the validity, enforceability, or applicability of the prohibition on classwide arbitration, shall be resolved by a court of competent jurisdiction, and not in arbitration. For avoidance of doubt, all disputes regarding the availability of classwide or consolidated arbitration, regardless of the posture under which such disputes arise, shall be resolved in court and not in arbitration. **THE PARTIES RECOGNIZE THAT THEY WILL NOT HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. DISCOVERY AND RIGHTS TO APPEAL GENERALLY ARE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT, AND OTHER RIGHTS APPLICABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

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

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

**STATE AMENDMENTS:** If this Service Contract is purchased in any of the following states, the following provisions will apply:

**ALABAMA:** If YOU cancel after thirty (30) days, the administration fee that CWS will charge and retain will be \$25. A ten percent (10%) penalty per month 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 written notice of cancellation and state the effective date and reason for cancellation. If WE cancel, a refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be calculated according to the Pro-Rata method and no administration fee will be charged.

**ALASKA:** This Service Contract will provide coverage if YOUR vehicle is used for snow removal, provided it is properly equipped for such use as recommended by the Manufacturer. The **CANCELLATION** provision is amended as follows: If YOU cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the paid **RECURRING PAYMENT AMOUNTS** will be made, less an administration fee that CWS will charge and retain of \$50 or seven percent (7%) of the paid **RECURRING PAYMENT AMOUNTS**, whichever is less. If YOU cancel after sixty (60) days, a Pro-Rata refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be made based upon the time expired from the most recent **PAYMENT DUE DATE** less an administration fee that CWS will charge and retain of \$50 or seven percent (7%) of the Pro-Rata refund amount, whichever is less. The **ARBITRATION** section is removed in its entirety. This Service Contract is non-cancellable by US except for nonpayment, conviction of YOU for a crime having a necessary element of an act that increases a hazard covered under this Service Contract, discovery of fraud or material misrepresentation by YOU in obtaining the Service Contract or by YOU in pursuing a claim under the Service Contract, discovery of a grossly negligent act or omission by YOU that substantially increases the hazards covered by this Service Contract, physical changes in the property covered by the Service Contract that result in the property becoming ineligible for coverage under this Service Contract, or substantial breach of duties by YOU related to the covered vehicle. No administration fee will be charged if the Service Contract is cancelled by US.

**ARIZONA:** “WE”, “US” and “OUR” appearing in **BOLD** throughout this Service Contract refer to Century Warranty Services, Inc. (“CWS”). To cancel or not continue this Service Contract, YOU must return this Service Contract to YOUR SELLER or the Administrator. This Service Contract is non-cancellable by US except for YOUR fraud or material misrepresentation in submitting a claim, or failure to pay the **RECURRING PAYMENT AMOUNT**. The **ARBITRATION** section is amended to add the following: **Arizona SERVICE CONTRACT HOLDERS may file with the Director of the Arizona Department of Insurance and Financial Institutions for relief of any complaint under the provision of A.R.S. §§ 20-1095.04 and/or 20-1095.09.** The **GENERAL** section item 5.) is removed in its entirety. The **CANCELLATION** section is amended as follows: If WE cancel during the first sixty (60) days, WE will refund one hundred percent (100%) of the paid **RECURRING PAYMENT AMOUNTS**. If WE cancel after sixty (60) days, a refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be calculated according to the pro-rata method and no administration fee will be charged. If YOU cancel after thirty (30) days, the administration fee that CWS will charge and retain will be no more than ten percent (10%) of the most recent **RECURRING PAYMENT**

**AMOUNT** paid by the **SERVICE CONTRACT HOLDER** or \$50, whichever is less. The **EXCLUSIONS FROM COVERAGE** section item 22.) is removed in its entirety. **YOUR CLAIM WILL NOT BE DENIED BASED UPON ANY CONDITION EXISTING IN THE VEHICLE PRIOR TO YOUR PURCHASE OF THIS SERVICE CONTRACT.** This Service Contract cannot be canceled or voided by **US** for reasons which are within the knowledge and/or control of the **SELLER** including but not limited to: 1. pre-existing conditions; 2. prior use or the odometer has been tampered with prior to purchase; 3. misrepresentation by either the **SELLER** or its subcontractors; 4. ineligibility for the program, including gray market, high performance and GM diesel autos.

**CALIFORNIA:** The term **MECHANICAL BREAKDOWN** shall mean and refer to **COVERED FAILURES.** **OUR** California Vehicle Service Contract Provider License # is OE39091. The **INSURANCE** section is removed in its entirety and replaced with the following: Performance to **YOU** under this Service Contract is guaranteed by a California approved insurance company. **YOU** may file a claim or request a refund at any time, for any reason with this insurance company if any promise made in the Service Contract has been denied or has not been honored. The name and address of the insurance company is: Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442, 1-800-298-8011. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357 or (213) 897-8921 out of state, or access the department's internet website at [www.insurance.ca.gov](http://www.insurance.ca.gov). The **CANCELLATION** section is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at any time. To cancel, please contact **YOUR SELLER** or **CWS**. If this Service Contract is cancelled by **YOU** during the first sixty (60) days, a one hundred percent (100%) refund of the paid **RECURRING PAYMENT AMOUNTS** will be made and no administration fee will be charged. If **YOU** cancel after sixty (60) days of **SERVICE CONTRACT PURCHASE DATE**, a pro-rata refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be made based upon the time expired from the most recent **PAYMENT DUE DATE**, less an administration fee that **CWS** will charge and retain of \$25 or ten percent (10%) of the unearned pro-rata **RECURRING PAYMENT AMOUNT**, whichever is less. The Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the **RECURRING PAYMENT AMOUNT**. If **WE** cancel this Service Contract during the first sixty (60) days, a one hundred percent (100%) refund of the paid **RECURRING PAYMENT AMOUNTS** will be made. If **WE** cancel after sixty (60) days, a one hundred percent (100%) refund of the unearned pro-rata most recent paid **RECURRING PAYMENT AMOUNT** will be made. No administration fee will be charged if this Service Contract is cancelled by **US**. A ten percent (10%) penalty per month will be applied to any refund that is not paid within forty-five (45) days of the return of this Service Contract. The **ARBITRATION** section is removed in its entirety. The **EXCLUSIONS FROM COVERAGE** is amended as follows: Item 12.) is removed in its entirety and replaced with the following: **12.) ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO TIME OFF FROM WORK OR ADDITIONAL CHILD CARE DURING VEHICLE REPAIR PERIOD, THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART.** Item 22.) is removed in its entirety and replaced with the following: **22.) ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING), OR IF THE INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.** The **GENERAL** section item 5.) is amended to include the following language: **CWS** may delegate ministerial duties but not claims decisions or legal liability. The **GENERAL** section 6.) is removed in its entirety and replaced with the following: 6.) **OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is reasonably necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole. The section entitled "**TIMELY, WRITTEN NOTICE OF CLAIM REQUIRED**" is amended to read "**TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED.**" The **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section is amended by the removal of the following language: **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. The **YOUR RESPONSIBILITIES** section 1.) is removed in its entirety and replaced with the following: **1.) HAVE YOUR VEHICLE SERVICED ACCORDING TO THE MAINTENANCE SECTION PROVIDED IN THE MANUFACTURER'S OWNER'S MANUAL AND KEEP ALL REPAIR ORDERS, INVOICES AND RECEIPTS FROM THE PERFORMED SERVICES AND MAINTENANCE. COPIES OF RELEVANT REPAIR ORDERS, INVOICES AND RECEIPTS FROM THE RELEVANT PERFORMED SERVICES OR REPAIRS SHOULD BE AVAILABLE UPON REQUEST. NOT HAVING PROOF OF REQUIRED RELEVANT MAINTENANCE WILL NOT PROHIBIT YOU FROM FILING A CLAIM, BUT MAY CONTRIBUTE TO THE FACTORS USED TO DETERMINE A DENIAL OF COVERAGE.** The **PARTIES TO THIS SERVICE CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Service Contract has the following meanings: "**I**", "**MY**", "**YOU**" and "**YOUR**" mean the customer named as Service Contract Holder on the front of this Service Contract, or any valid transferee. "**WE**", "**US**" and "**OUR**" refer to Century Warranty Services, Inc. ("**CWS**" and "**CWS**"). Century Warranty Services, Inc. ("**CWS**") is the Obligor of this Service Contract.

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

**CONNECTICUT:** If this Service Contract has a term of less than one (1) year, the Service Contract term shall be extended for the time period that the vehicle is being repaired under this Service Contract. The following language has been added to the **ARBITRATION** section: A process has been established in Connecticut in which arbitration is the second phase, after mediation. If **YOU** have questions or problems concerning **YOUR** Service Contract and **YOU** reside in Connecticut, **YOU** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at P.O. Box 816, Hartford, Connecticut 06142-0816, (860) 297-3897. This Service Contract may be cancelled by **YOU** at any time if the product is returned, lost, stolen or destroyed. The following language has been added to the **ROADSIDE ASSISTANCE COVERAGE** section: **Roadside Assistance** is available for in-home service. **Roadside Assistance** will pay for coverage up to \$100 per occurrence. If the covered service exceeds \$100 per occurrence, the consumer is responsible for the portion that exceeds \$100. **Roadside Assistance** is limited to one (1) disablement for the same covered service type during any continuous seven (7) day period. The following language has been added to the **INSURANCE** section: **YOU are entitled to make a direct claim or request for a refund at any time, for any reason to Courtesy Insurance Company. To do so, please call 1-800-298-8011. In order to make a claim under this Service Contract, YOU must provide the information outlined in the HOW TO MAKE A CLAIM section.**



**FLORIDA: FLORIDA LICENSE NO. 60114.** The retail rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation. If **YOUR** vehicle is not eligible for the **TERM/MILEAGE/DEDUCTIBLE/COVERAGE** selected on this Service Contract or if the **RECURRING PAYMENT AMOUNT** does not meet **OUR** pricing requirement, CWS will notify **YOU** within forty-five (45) days of the appropriate action taken, which may include rejecting the Service Contract. The **HOW TO MAKE A CLAIM** section 3.) is removed in its entirety and replaced with the following: **3.) SUBMIT A CLAIM FOR REIMBURSEMENT TO US ALONG WITH ALL REQUIRED DOCUMENTS WITHIN NINETY (90) DAYS OF AUTHORIZATION.** The **CANCELLATION** provision is revised as follows: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the paid **RECURRING PAYMENT AMOUNTS** will be made, less an administration fee that CWS will charge and retain of \$50 or five percent (5%) of the paid **RECURRING PAYMENT AMOUNTS**, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be made based upon the time expired from the most recent **PAYMENT DUE DATE** less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the unearned **RECURRING PAYMENT AMOUNT**, whichever is less. The Pro-Rata refund amount shall not be less than ninety percent (90%) of the unearned Pro-Rata most recently paid **RECURRING PAYMENT AMOUNT.** **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 **RECURRING PAYMENT AMOUNT**, 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 most recently paid unearned Pro-Rata **RECURRING PAYMENT AMOUNT.** The **TRANSFER** section is removed in its entirety and replaced with the following: **TRANSFER: YOU may transfer this Service Contract to another owner, but not to another vehicle. To transfer this Service Contract, YOU must mail the following three (3) items to CWS within thirty (30) days of transfer of vehicle ownership: (1) a completed Transfer Form (or a letter containing the name and address of the new owner and YOUR authorization to transfer); (2) a legible copy of the front page of this Service Contract; and (3) a check for \$40 payable to CWS, for the transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. ROADSIDE ASSISTANCE COVERAGE:** Up to a maximum of \$50 per occurrence, coverage includes towing to the nearest dealer or authorized repair facility, flat tire change (with **YOUR** good spare), battery jump, out of gas fuel delivery (maximum three (3) gallons), lockout service (i.e. keys locked in car or frozen lock). Any expense beyond \$50 is **YOUR** responsibility at the time and site of service. Towing assistance will be dispatched only for mechanical disablements which render the vehicle inoperative. **Roadside Assistance** provided by and/or through Cross Country Motor Club, Inc., Medford, MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin, and Wyoming where services are provided by and/or through Cross Country Motor Club of California, Inc., Thousand Oaks, CA 91360. Call 1-800-517-8500 for 24 hour **Roadside Assistance.**

**GEORGIA:** The **CANCELLATION** paragraph is amended as follows: The right to cancel this Service Contract during the first thirty (30) days and receive a one hundred percent (100%) refund of any amounts paid by **YOU** is not transferable, only applies to the original Service Contract Holder and only applies if no claims have been made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the paid **RECURRING PAYMENT AMOUNTS** will be made, less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the paid **RECURRING PAYMENT AMOUNTS**, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be made based upon the time expired from the most recent **PAYMENT DUE DATE** less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the Pro-Rata refund amount, whichever is less. If **WE** cancel, **YOU** will be notified by certified mail stating the reason for cancellation and the date the cancellation will be effective, which shall not be less than thirty (30) days from the date of mailing. **WE** cannot cancel this Service Contract except for fraud, material misrepresentation, or non-payment of the **RECURRING PAYMENT AMOUNT.** 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. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this Service Contract. The **EXCLUSIONS FROM COVERAGE** is amended as follows: Section 2.) is removed in its entirety and replaced with the following: **2.) ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE COVERED PART SINCE THE PURCHASE OF THIS SERVICE CONTRACT, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER THAT CAUSES THE MANUFACTURER TO DENY A FACTORY WARRANTY CLAIM, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, ACCIDENTAL LOSS, FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY A MANUFACTURER APPROVED INSTALLER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS (UNLESS LIFT KIT COVERAGE IS SELECTED ON THIS SERVICE CONTRACT), AFTERMARKET PERFORMANCE PARTS OR SYSTEMS);** Section 9.) is removed in its entirety and replaced with the following: **9.) ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, DAMAGE AS THE RESULT OF CONTINUED OPERATION WITH AN OVERHEAT CONDITION, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, CHEMICALS.** Section 22.) is removed in its entirety and replaced with the following: **22. ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING) AND KNOWN TO YOU.** The **ARBITRATION** section is removed in its entirety. Section 23.) is removed in its entirety and replaced with the following: **23.) ANY INFORMATION PROVIDED BY YOU THAT CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.**

**IDAHO:** Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association. The **CANCELLATION** paragraph is amended as follows: If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the paid **RECURRING PAYMENT AMOUNTS.** If **WE** cancel after sixty (60) days, a refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be calculated according to the pro-rata method. No administration fee will be charged if this Service Contract is cancelled by **US.**

**ILLINOIS:** If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the paid **RECURRING PAYMENT AMOUNTS** will be made, less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the **RECURRING PAYMENT AMOUNTS**, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be made based upon the time expired from the most recent **PAYMENT DUE DATE** less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the Pro-Rata refund amount, whichever is less.

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

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

**LOUISIANA:** The **CANCELLATION** section is amended by the following: This Service Contract is non-cancellable by **US** except for material misrepresentation by **YOU**, substantial breach of duties by **YOU** or failure by **YOU** to pay the **RECURRING PAYMENT AMOUNT**. If **WE** cancel this Service Contract, a one hundred percent (100%) refund of the unearned pro-rata most recent paid **RECURRING PAYMENT AMOUNT** will be made. No administration fee will be charged if this Service Contract is cancelled by **US**. This Service Contract is not regulated by the Louisiana Department of Insurance. If **YOU** have any concerns or complaints regarding this Service Contract, **YOU** may contact the Louisiana Attorney General. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this Service Contract.

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

**MARYLAND:** In the event **WE** fail to pay a valid claim or refund within sixty (60) days after proof of loss has been filed, **YOU** are entitled to make a direct claim to Courtesy Insurance Company. Please call 1-800-298-8011 for instructions. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this Service Contract. The Obligor of this Service Contract is Century Warranty Services, Inc. (CWS), P.O. Box 3195, Jacksonville, Florida 32206, 1-877-452-1091. A Service Contract is extended automatically when the provider fails to perform the services under the Service Contract. The Service Contract does not terminate until the services are provided in accordance with the terms of the Service Contract. The **DIAGNOSTICS COVERAGE** section is amended by the removal of the following language: **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.** The **MECHANICAL BREAKDOWN** section is removed in its entirety and replaced with the following: **MECHANICAL BREAKDOWN:** The failure of a Covered Part (as defined in **VEHICLE COVERED PARTS**) due to (1) faulty workmanship or materials supplied by the original vehicle manufacturer or distributor and/or if the Covered Part failed due to normal wear and tear; or (2) If **YOUR** vehicle has less than 225,000 odometer miles, a gradual reduction in operating performance as a result of normal wear and tear.

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

**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 **SELLER** becomes unable to meet its obligations. **YOUR** rights and obligations are fully explained in the **SELLER**-issued used vehicle limited warranty document.

The **CANCELLATION** paragraph is amended with the addition of the following: THIS SERVICE CONTRACT IS NON-CANCELLABLE BY **US** EXCEPT FOR FRAUD OR MATERIAL MISREPRESENTATION IN THE SUBMISSION OF CLAIMS. If **WE** cancel this Service Contract, **WE** will mail written notice to **YOU** at **YOUR** last known address at least five (5) days prior to cancellation and state the reason and effective date of cancellation.

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

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

The **EXCLUSIONS FROM COVERAGE** section 9.) is removed in its entirety and replaced with the following: **9.) ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, DAMAGE AS THE RESULT OF CONTINUED OPERATION WITH AN OVERHEAT CONDITION, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, RESTRICTED OIL FLOW, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS;** section 12.) is removed in its entirety and replaced with the following: **12.) ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR UNNECESSARY COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART.**

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

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

**MISSOURI:** If this Service Contract is cancelled, **WE** will provide written notice at least forty-five (45) 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.

**MONTANA:** If **WE** cancel this Service Contract, **WE** will mail written notice to **YOU** at **YOUR** last known address at least five (5) days prior to cancellation and state the reason and effective date of cancellation. Prior notice from **US** is not required if **WE** cancel for non-payment, material misrepresentation, or substantial breach of duties by **YOU** relating to the covered vehicle or its use.

**NEBRASKA:** The **CANCELLATION** section is amended by the addition of the following: If **WE** cancel, **WE** will provide a written notice to **YOU** via certified mail sixty (60) days in advance of cancellation. The **ARBITRATION** section is removed in its entirety. The following language is added to the **INSURANCE** section: **YOU** are entitled to make a direct claim or request for a refund at any time, for any reason, to Courtesy Insurance Company. To do so, please call 1-800-298-8011. In order to make a claim under this Service Contract, **YOU** must provide the information outlined in the **HOW TO MAKE A CLAIM** section.

**NEVADA:** The **CANCELLATION** paragraph is amended as follows: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the paid **RECURRING PAYMENT AMOUNTS** will be made, less a cancellation fee of \$25 that CWS will charge and retain. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be made based upon the time expired from the most recent **PAYMENT DUE DATE** less a cancellation fee of \$25 that CWS will charge and retain. If a refund is not paid within thirty (30) days after this Service Contract is returned, a penalty equal to ten percent (10%) of the **RECURRING PAYMENT AMOUNTS** shall be added to the refund for every subsequent thirty (30) day period that any portion of the refund remains unpaid. This Service Contract is non-cancellable by **US** except for fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the **RECURRING PAYMENT AMOUNT**. If **WE** cancel this Service Contract, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. If **WE** cancel this Service Contract, a one hundred percent (100%) refund of the unearned pro-rata most recently paid **RECURRING PAYMENT AMOUNT** will be made. No cancellation fee will be charged if this Service Contract is cancelled by **US**. The **GENERAL** section item 5.) is amended to include the following language: CWS may delegate ministerial duties but not claims decisions or legal liability. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 2.) is amended to include the following language: **HAVING UNAUTHORIZED OR NON-MANUFACTURER RECOMMENDED MODIFICATIONS DOES NOT EXCLUDE ALL COVERAGE OR VOID THE ENTIRE CONTRACT. THIS CONTRACT WILL CONTINUE TO PROVIDE ANY APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED OR NON-MANUFACTURER RECOMMENDED MODIFICATIONS OR ANY DAMAGE ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS CONTRACT.** If **YOU** are not satisfied with **OUR** handling of **YOUR** claim, **YOU** may contact the Nevada Insurance Commissioner at (888) 872-3234. This Service Contract is not renewable and expires in accordance with the **SERVICE CONTRACT PERIOD** provision.

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

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

**NEW MEXICO:** The **CANCELLATION** paragraph is amended as follows: The right to cancel this Service Contract during the first thirty (30) days is not transferable and only applies to the original **SERVICE CONTRACT HOLDER**. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the **RECURRING PAYMENT AMOUNTS** will be made, less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the **RECURRING PAYMENT AMOUNTS**, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be made based upon the time expired from the most recent **PAYMENT DUE DATE** less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the most recent paid **RECURRING PAYMENT AMOUNT**, whichever is less. If a refund is not paid within thirty (30) days after this Service Contract is returned, a penalty equal to ten percent (10%) of the **RECURRING PAYMENT AMOUNTS** shall be added to the refund for every subsequent thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. After seventy (70) days, **WE** cannot cancel except for: 1.) non-payment of **RECURRING PAYMENT AMOUNT**; 2.) fraud or misrepresentation in obtaining this Service Contract or presenting a claim; or, 3.) discovery of an act or omission in violation of this Service Contract which substantially and materially increases the service required under the Service Contract. If **WE** cancel, **WE** will give **YOU** at least fifteen (15) days notice of cancellation. No administration fee will be charged if the Service Contract is cancelled by **US**. Final **RECURRING PAYMENT AMOUNT** to be determined prior to presentation to consumer for signature. If **YOU** have any concerns regarding the handling of **YOUR** claim, **YOU** may contact the Superintendent of Insurance at 1-855-427-5674.

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

**NORTH CAROLINA:** If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the paid **RECURRING PAYMENT AMOUNTS** will be made, less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the paid **RECURRING PAYMENT AMOUNTS**, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be made based upon the time expired from the most recent **PAYMENT DUE DATE** less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the Pro-Rata refund amount, whichever is less. The **TRANSFER** section is removed in its entirety and replaced with the following: **TRANSFER: YOU may transfer this Service Contract to another owner, but not to another vehicle. To transfer this Service Contract, YOU must mail the following three (3) items to CWS within thirty (30) days of transfer of vehicle ownership: (1) a completed Transfer Form (or a letter containing the name and address of the new owner and YOUR authorization to transfer); (2) a legible copy of the front page of this Service Contract; and (3) a check for \$40 payable to CWS, for the transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.**

**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. The **CANCELLATION** paragraph of this Service Contract is removed in its entirety and replaced with the following: This Service Contract may be cancelled or not continued by **YOU** at any time. To cancel, or not continue, **YOU** must return this Service Contract to **YOUR SELLER** or CWS. If **YOU** cancel this contract within the first thirty (30) days, **YOU** are entitled to a full refund. If **YOU** cancel this contract after thirty (30) days but within sixty (60) days, **WE** shall return one hundred percent (100%) of the premium, less ten percent (10%) of the premium or fifty dollars (\$50), whichever is less, which CWS will charge and retain. If **YOU** cancel after sixty (60) days, **WE** shall return one hundred percent (100%) of the unearned Pro-Rata premium from the most recently paid **RECURRING PAYMENT AMOUNT**, 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. This Service Contract is non-cancelable by **US** except for fraud, material misrepresentation, or failure to pay the **RECURRING PAYMENT AMOUNT**. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty statutes do not apply to commercial use references in Service Warranty Contracts. The **ARBITRATION** section is removed in its entirety. **OUR** Oklahoma Service Warranty License # is 44198957. In the event **YOU** have any questions regarding **YOUR** Service Contract, **YOU** may contact Century Warranty Services, Inc., P.O. Box 3195, Jacksonville, Florida 32206 or Courtesy Insurance Company. **YOU** may also contact the Oklahoma Insurance Department at the following address: Oklahoma Insurance Department, 400 NE 50th Street, Oklahoma City, Oklahoma 73105, 1-800-522-0071.

**OREGON:** The **ARBITRATION** section is removed in its entirety. The following sentence is removed from the **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section: **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event an arbitration is filed. The following sentence is added to the **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section: **YOUR** obligations under this paragraph shall in no way be diminished or modified by any court's obligation to apply statutes of limitation applicable at law in the event a Legal Claim is filed.

**SOUTH CAROLINA:** In the event of a dispute with the provider of this Service Contract, **YOU** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201, or by phone at (800) 768-3467. A ten percent (10%) penalty per month 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 to **YOU** at **YOUR** last known address at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation.

**TEXAS:** If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. No administration fee will be charged if this Service Contract is canceled by **US**. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. **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. Unresolved complaints concerning Service Contract Providers and Administrators or questions concerning the regulation of Service Contract Providers or Administrators may be addressed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711, (512) 463-6599.

**UTAH:** Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guarantee Association. The **CANCELLATION** paragraph is amended as follows: This Service Contract is non-cancellable by **US** except for nonpayment, material misrepresentation, substantial changes in the risk assumed or substantial breaches of contractual duties, conditions, or warranties. If **WE** cancel this Service Contract, **WE** will mail to **YOU** at the last known address contained in **OUR** records written notice of cancellation at least thirty (30) days prior to cancellation. Cancellation will not be effective until ten (10) days after delivery of the written notice of cancellation. If **WE** cancel this Service Contract, **WE** will give **YOU** at least thirty (30) days notice of cancellation and state the effective date and reason for cancellation. The **HOW TO MAKE A CLAIM** section 3.) is removed in its entirety and replaced with the following: **3.) SUBMIT A CLAIM FOR REIMBURSEMENT TO US ALONG WITH ALL REQUIRED DOCUMENTS AS SOON AS POSSIBLE.** The **HOW TO MAKE A CLAIM** paragraph is amended to include the following language: Normal business hours for CWS are Monday through Friday 8:00 a.m. to 9:00 p.m. (EST) and Saturday 9:00 a.m. to 4:00 p.m. (EST). The **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section is amended as follows: **YOU** must provide written notice of **YOUR** legal Claim to **US** within three (3) years from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. The **ARBITRATION** section is amended to add the following language: ANY DISPUTE ARISING UNDER THIS SERVICE CONTRACT BETWEEN **YOU** AND CWS AND/OR THE **SELLER** MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION UNDER THE APPLICABLE RULES THEN IN EFFECT AS MODIFIED BY THIS ARBITRATION CLAUSE. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Roadside Assistance** is provided by and/or through Cross Country Motor Club, One Cabot Road, Medford, MA 02155, 1-781-517-8500.

**WASHINGTON:** Century Warranty Services, Inc. ("CWS") is the service provider for this Mechanical Failure Service Contract. The **INSURANCE** section is removed in its entirety and replaced with the following: **OUR** obligations under this Service Contract are guaranteed by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. The Contractual Liability Policy Number is identified in the **WASHINGTON RESIDENTS ONLY** paragraph on this Service Contract. **YOU** are entitled to make a direct claim or request a refund at any time, for any reason 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** or Courtesy Insurance Company. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the **RECURRING PAYMENT AMOUNT** will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the **RECURRING PAYMENT AMOUNT** will be made, less an administration fee that CWS will charge and retain of \$25. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the **RECURRING PAYMENT AMOUNT** will be made based upon the time expired from the most recent **RECURRING PAYMENT AMOUNT** less an administration fee that CWS will charge and retain of \$25. A ten percent (10%) penalty will be applied to any refund that is not paid within thirty (30) days of return of this Service Contract. This Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the **RECURRING PAYMENT AMOUNT** due. After sixty (60) days, **WE** cannot cancel this Service Contract. The **GENERAL** paragraph is amended by the addition of the following: 7.) The parties hereto agree for the purpose of arbitration or litigation, the venue of the matter shall be in the appropriate judicial district in the state of Washington. The **HOW TO MAKE A CLAIM** section 2. is amended by the addition of the following: **CONTACT CWS AS SOON AS POSSIBLE FOLLOWING AN EMERGENCY REPAIR.**

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

**WASHINGTON D.C.:** The **CANCELLATION** paragraph is amended as follows: The right to cancel this Service Contract during the first thirty (30) days is not transferable and only applies to the original **SERVICE CONTRACT HOLDER**. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the **RECURRING PAYMENT AMOUNTS** will be made, less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the **RECURRING PAYMENT AMOUNTS**, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the most recent paid **RECURRING PAYMENT AMOUNT** will be made based upon the time expired from the most recent **PAYMENT DUE DATE** less an administration fee that CWS will charge and retain of \$50 or ten percent (10%) of the most recent paid **RECURRING PAYMENT AMOUNT**, whichever is less. If **WE** cancel, **WE** will mail to

**YOU** at the last known address contained in **OUR** records written notice of cancellation at least five (5) days prior to cancellation. The notice of cancellation will state the effective date and reason for cancellation. If **WE** cancel for any reason other than nonpayment, a one hundred percent (100%) refund of the unearned Pro-Rata **RECURRING PAYMENT AMOUNT** will be made. If **WE** cancel for non-payment, refunds will be calculated according to the Pro-Rata method. No administration fee will be charged if the Service Contract is cancelled by **US**. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract.

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

**WYOMING:** If **WE** cancel, **WE** will mail a written notice of cancellation to **YOU** at least ten (10) days prior to cancellation, unless cancellation is for non-payment of Service Contract fees, a material misrepresentation, or other substantial breach of contractual duties. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. The **ARBITRATION** section is removed in its entirety. This Service Contract is non-cancellable by **US** except for material misrepresentation by **YOU**, substantial breach of duties by **YOU**, or failure by **YOU** to pay the **RECURRING PAYMENT AMOUNT**.