Application for Coverage											
First											
Last											
	Print VSC Salesperson's Name (Please print or type)										

Acura Care® for Acura Vehicles is administered by American Honda Finance Corporation P.O. Box 2225, Torrance, CA 90509-2225 1-888-68-ACURA (1-888-682-2872)



Acura Care® for Non-Acura Vehicles is administered by Automobile Protection Corporation - APCO P.O. Box 88230, Atlanta, GA 30356, 1-866-921-4759

For Roadside Assistance, call 1-800-594-8500

Issuing Dealer	De	aler Number	VSC Plan Type:	
	De: (aler Phone	☐ New ☐ Pre-Owned*	
Tax Percentage		ductible	Certified* (Acura Vehicles Only)	
Total Purchase Price \$ Plan Code Years	Miles \$		For New Acura Plans: Commercial Use (Surcharge Applies)	
ehicle Information	Vehicle Retail Price \$		Stock #	
V.I.N.				
Make	Model		Year	
Current Odometer Mileage	VSC Retail Data	Vehicle Retail Date	Vehicle Original Retail Date	
lient Information				
Name (First)	(M.I.)		(Last)	
Co-Owner Name (First)	(M.I.)		(Last)	
Address			()	
City	State	ZIP	Phone	
ienholder/Lessor (Complete o	only if contract is financed or le	ased)		
Lienholder Name	Term (Mo	p.)	Type (C=Cash, F=Finance, L=Lease)	
Address			()	
City	State	7IP	Phone	

IMPORTANT: Coverage for a New and Certified plan begins when the vehicle is originally put into service and at zero miles. Coverage for a Pre-Owned plan begins at the service contract purchase date and at the mileage on the odometer on that date. A Pre-Owned plan can be purchased at any time on Acura vehicles within 48 months and 50,000 miles from original in-service date.

*A Pre-Owned plan for Non-Acura vehicles and a Certified plan for Acura vehicles must be purchased at the time of vehicle purchase.

Attached is an example Vehicle Service Contract that outlines the various coverages available. Refer to your personalized Vehicle Service Contract for your coverage, expiration date and miles.

This Vehicle Service Contract application is subject to approval or rejection by the administrator. If you have not received your Vehicle Service Contract within 30 days of the date of this application, please call 1-888-68-ACURA (1-888-682-2872) or forward a copy of this application to: American Honda Finance Corp., Acura Care Client Services, P.O. Box 2225, Torrance, CA 90509-2225. Your coverage is not subject to any verbal representations made by your dealer. The purchase of this contract does not waive any implied warranties that are available to you, and purchase of this contract is not a requirement to purchase, obtain financing or to register a motor vehicle. This is not an automobile liability insurance contract. We do not disclose information about our customers to anyone, except as permitted by law.

I have read and agree to the terms and conditions above and on the example Vehicle Service Contract.

ACURA VEHICLES



I. KEY TERMS

- ADMINISTRATOR means American Honda Finance Corporation.
- AMERICAN HONDA means American Honda Motor Co., Inc.
- COMMERCIAL USE and COMMERCIAL PURPOSE(S) means any use of YOUR VEHICLE for trade or business to generate income, whether full or part time.
- COMMERCIAL USE OPTION applies if YOU have chosen to purchase and paid the appropriate Surcharge in order for YOUR VEHICLE to be eligible for coverage under this CONTRACT if it is used for a Permitted COMMERCIAL PURPOSE as specified in Article IV, section J; subject to all terms and conditions of this CONTRACT.
- . CONTRACT means this Service Contract.
- DEALER means an authorized ACURA dealership.
- FACTORY WARRANTY means the AMERICAN HONDA New Car Limited Warranty furnished to YOU at the time YOU purchased YOUR VEHICLE.
- FACTORY WARRANTY REPAIR SERVICE means a repair by YOUR DEALER of YOUR VEHICLE under the FACTORY WARRANTY.
- IDENTIFICATION PAGE means the Application/Identification page attached to this CONTRACT.
- MECHANICAL BREAKDOWN means the inability of a properly maintained part covered under this CONTRACT to perform the function for which it was designed, due to defects in materials or workmanship. MECHANICAL BREAKDOWN does not mean the gradual reduction in operating performance due to wear and tear.
- PRIOR AUTHORIZATION means the approval of and the approval number issued by the ADMINISTRATOR. In the event of a MECHANICAL BREAKDOWN when emergency repairs must be
 performed by other than YOUR ACURA DEALER, YOU must notify the ADMINISTRATOR and obtain PRIOR AUTHORIZATION before any repairs are performed on YOUR VEHICLE.
 Some Road Service Benefits require PRIOR AUTHORIZATION. Costs incurred without PRIOR AUTHORIZATION, when PRIOR AUTHORIZATION is required, will not be covered.
- REPAIR COST means the part and labor expense (and taxes, if applicable) necessary to repair or replace a covered part due to MECHANICAL BREAKDOWN. REPAIR COST is determined by YOUR DEALER's regular retail parts prices up to Manufacturer's Suggested Retail Price and current ACURA Warranty Flat Rate Manual.
- UNITED STATES means the 50 United States and the District of Columbia, and does not include Puerto Rico, Guam or other territories and possessions of the United States of America.
- VEHICLE and YOUR VEHICLE means the vehicle identified on the IDENTIFICATION PAGE.
- WE, US and OUR means American Honda Protection Products Corporation.
- YOU and YOUR means the CONTRACT holder named on the IDENTIFICATION PAGE as the person(s) entitled to coverage and benefits under this CONTRACT.
- YOUR DEALER means the ACURA DEALER where this CONTRACT was purchased.

II. COVERAGE

WE will arrange for the repair or replacement of covered parts, and any component damaged by a covered part, as provided below, or pay the REPAIR COST less YOUR DEDUCTIBLE for repair or replacement due to a MECHANICAL BREAKDOWN during the CONTRACT PERIOD.

YOUR CONTRACT PERIOD begins on the EFFECTIVE DATE and ends on the EXPIRATION DATE or EXPIRATION MILEAGE (shown on the IDENTIFICATION PAGE), whichever occurs first. OUR agreement is subject to YOUR satisfaction of all terms and conditions of this CONTRACT. The aggregate limit of liability for this CONTRACT shall not exceed the price YOU paid for YOUR VEHICLE

A. PARTS

NEW, PRE-OWNED and CERTIFIED ADDITIONAL COVERAGE: All VEHICLE parts are covered by this CONTRACT, subject to the terms and conditions stated herein and EXCEPT AS EXCLUDED BY ARTICLE IV. Repairs and replacements will be made with new or remanufactured ACURA Genuine or AMERICAN HONDA authorized parts of like kind and quality.

Examples of Systems covered:

- ENGINE: including the Timing Belt, if due to MECHANICAL BREAKDOWN;
- TRANSMISSION: including the Shift Cable;
- FRONT, REAR AND 4WD AXLES;
- COMPUTERS/ELECTRONICS: including Switches, Sensors, SRS Control Unit;
- AIR CONDITIONING/HEATING/COOLING;

- CHASSIS: Suspension, Steering and Brake System;
- FUEL SYSTEM;
- FLUIDS/OILS as required for the repair of a covered part;
- ACURA GENUINE FACTORY INSTALLED NAVIGATIONAL DEVICES;
- AMERICAN HONDA AUTHORIZED ELECTRONIC/AUDIO ACCESSORIES: including cellular telephones, security systems, rear entertainment and DVD systems that are factory installed, or DEALER installed according to AMERICAN HONDA factory specifications.

ALL NEW, PRE-OWNED and CERTIFIED ADDITIONAL COVERAGE CONTRACTS include the following:

B. RENTAL VEHICLE REIMBURSEMENT

If YOU require alternate transportation due to a covered MECHANICAL BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE, this CONTRACT provides reimbursement for the expense of a rental vehicle up to \$45 per day to a maximum of six (6) days and \$270 per MECHANICAL BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE. Rental reimbursement for repair and parts waiting time cannot exceed the maximum number of days allowable under this CONTRACT. The substitute vehicle must be rented from a licensed rental agency, an ACURA DEALER or an authorized repair facility. Reimbursement is based on the ACURA Warranty Flat Rate Time required to repair YOUR VEHICLE according to the following table:

Repair Time Required	Number of Days Allowed	Maximum Reimbursement
0.1 - 8.0 Hours	2	\$90
8.1 - 16.0 Hours	3	\$135
16.1 - 24.0 Hours	4	\$180
24.1 - 32.0 Hours	5	\$225
Over 32.0 Hours	6	\$270

Rental Vehicle Reimbursement is valid only for expenses actually incurred from the date of the MECHANICAL BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE until the date repairs are completed, and EXCLUDES ANY EXPENSE FOR ITEMS SUCH AS MILEAGE, GASOLINE, MAINTENANCE, INSURANCE, COLLISION DAMAGE WAIVER CHARGES, OR OIL CHANGES.

C. ROAD SERVICE BENEFITS

As an additional benefit under this CONTRACT, and at no cost to YOU, YOU are enrolled as a member of the Cross Country Motor Club ("CCMC")*. YOU are entitled to the following membership benefits, among others, from CCMC: (i) towing to the nearest ACURA DEALER or repair facility required as a result of a MECHANICAL BREAKDOWN or VEHICLE accident/collision; (ii) emergency trip interruption reimbursement**; (iii) flat tire change (with YOUR good spare); (iv) battery boost (jump start); (v) emergency fuel delivery; (vi) lockout assistance; and (vii) computerized trip routing and map services. See YOUR CCMC membership guidelines for details. In most instances, service will be provided on a "sign and drive" basis at no cost to YOU (up to the specified covered limit).

1. Comprehensive Towing

- A. NEW, PRE-OWNED: YOU will be covered up to \$100.00 per disablement (when YOUR VEHICLE is unable to safely proceed under its own power).
- B. CERTIFIED ADDITIONAL COVERAGE: YOU will be covered in full per disablement for towing to the closest ACURA DEALER or authorized repair facility in the event of a mechanical disablement involving YOUR ACURA that renders it inoperative.
- 2. Emergency Trip Interruption Reimbursement If a MECHANICAL BREAKDOWN disables YOUR VEHICLE more than 100 miles from YOUR residence, CCMC will reimburse YOU for receipted expenses YOU incur for food and accommodations for the first three consecutive days while YOUR VEHICLE is being repaired.
 - A. NEW, PRE-OWNED: Reimbursement is limited to \$100 per day, with a maximum benefit not to exceed \$300.
 - B. CERTIFIED ADDITIONAL COVERAGE: Reimbursement is limited to \$300 per day, with a maximum benefit not to exceed \$900.

THIS BENEFIT REQUIRES PRIOR AUTHORIZATION FROM CCMC by calling 1-800-594-8500 before incurring trip interruption expenses. The telephone number is available 24 hours a day, 365 days a year.

*YOU are enrolled as a member of Cross Country Motor Club, Inc., Medford, MA 02155, except residents in Alaska, California, Hawaii, Oregon, Wisconsin, and Wyoming, who are enrolled as a member of Cross Country Motor Club of California, Inc., Medford MA 02155. Certain CCMC services are underwritten by Old Republic Insurance Company, Tulsa Oklahoma, under policy #GAL-672-825-1280. Services may vary to conform to the laws of YOUR state.

^{**}In Tennessee, this benefit is provided by US and administered by Cross Country Motor Club.

III. YOUR OBLIGATIONS

A. YOU must perform maintenance services, at the proper intervals, according to the requirements of YOUR Owner's Manual or as otherwise specified by AMERICAN HONDA. YOU must retain all MAINTENANCE RECORDS (the original receipts or invoices confirming all maintenance has been performed during the period YOU have owned or leased YOUR VEHICLE) as they may be requested from YOU. Failure to perform any maintenance service(s) may result in the denial of coverage if a MECHANICAL BREAKDOWN is caused by YOUR failure to properly maintain YOUR VEHICLE.

B. In the event of a BREAKDOWN: Take YOUR VEHICLE to YOUR DEALER or to the nearest ACURA DEALER in the UNITED STATES or Canada. In an emergency when both of the foregoing are not possible, YOU must obtain PRIOR AUTHORIZATION from the ADMINISTRATOR by calling TOLL FREE 1-888-68-ACURA (1-888-682-2872) BEFORE INCURRÍNG ANY REPAIR COSTS. Give authorization to the repair facility for tear-down to diagnose a problem. If the MECHANICAL BREAKDOWN is covered by this CONTRACT, WE will pay the reasonable cost of tear-down as a part of the covered MECHANICAL BREAKDOWN. This CONTRACT does not cover the cost of tear-down if the MECHANICAL BREAKDOWN is caused by a non-covered part. WE reserve the right to inspect YOUR VEHICLE to gather necessary information regarding any claim. YOU must pay any applicable DEDUCTIBLE to the authorized repair facility. The DEDUCTIBLE is the amount of the REPAIR COST YOU must pay for each visit for repair of one or more MECHANICAL BREAKDOWNS covered by this CONTRACT. YOUR DEDUCTIBLE is specified on the **IDENTIFICATION PAGE**

IV. WHAT IS NOT COVERED

A. NEW, PRE-OWNED, and CERTIFIED ADDITIONAL COVERAGE: Parts other than ACURA Genuine or AMERICAN HONDA authorized parts; wiper blades; battery (except for the Nickel Metal Hydride Battery in Hybrid Vehicles); cables; steering wheel; belts; radiator hoses; heater hoses and vacuum hoses; spark plugs; plug wires; distributor cap and rotor; timing belt replacement when performed as routine maintenance; exhaust system; head pipes; tailpipes; catalytic converter; mufflers; hangers; heat shields; gaskets (except for the manifold block gasket) and related fastening hardware; fuel tank straps; fuel hoses; brake system wear items such as drums/rotors or shoes/pads; clutch disc; clutch pressure plate; throw out bearing; external shift linkages; pilot bearing/ bushing; glass; mirror glass; body parts; body structure (except for hood hinges, trunk hinges, door hinges and sliding door rollers); hood; fenders; doors; rear hatch; trunk lid; grille; panels; bright metal; sheet metal; paint (except for covered hinges painted to match the original VEHICLE color only); bumpers; moldings; lenses; bezels; bulbs (except for instrument panel illumination bulbs); High Intensity Discharge (H.I.D.) headlamps; sealed beams; fuses; body seals; weather-strips (except for window sash and window run channels); outside ornamentation; emblems; tires; valve stems; wheels; wheel covers/ornaments; rims; trim rings; caps; wheel studs; lug nuts; wheel locks; fastening/securing hardware for non-covered components; stripped or cross threaded fasteners (e.g., nuts, bolts, studs, screws, etc.); body seals; squeaks; rattles; buttons; carpet; dash pad; console; window handles; knobs; boots; pedals; pads; rearview mirror (except for electronic failure of the auto-dimming mirror); interior trim; upholstery; floor mats; electronic/audio accessories; navigational and security systems and cellular telephones other than AMERICAN HONDA AUTHORIZED ELECTRONIC/AUDIO ACCESSORIES/NAVIGATIONAL, DVD ENTERTAINMENT AND SECURITY SYSTEMS; Safety Restraint System fastening hardware; seat belts and airbag(s) deployed due to collision. If YOU believe there is a defect in these parts, please contact YOUR DEALER immediately.

- B. Expenses for any maintenance service specified in YOUR Owner's Manual; fuels, fluids, lubricants, alignments or adjustments unless required as part of a covered MECHANICAL BREAKDOWN; or improper repairs, adjustments, or servicing by any repair facility, individual or YOU.
- C. Any repair if a non-authorized part or accessory caused or contributed to, the MECHANICAL BREAKDOWN (e.g., aftermarket performance parts, cold air intakes, strut tower braces, headers, adjustable fuel rails, non-factory or non-DEALER installed stereo equipment, radios, speakers, amplifiers, compact disc changers, mp3 players, satellite radio/stereo systems, etc.).
- D. Repairs needed in whole or in part due to:
- failure to perform maintenance services, from the use of fuels, oils or lubricants other than those required by YOUR Owner's Manual or as otherwise specified by AMERICAN HONDA;
- failure to stop driving or protect YOUR VEHICLE from further damage after a MECHANICAL BREAKDOWN occurs (e.g., continuing to operate YOUR VEHICLE after the oil pressure warning light/gauge or temperature warning light/gauge indicates a problem. In the event a warning light/gauge indicates a problem, safely pull YOUR VEHICLE to the side of the road and contact Boadside Assistance):
- negligence, misuse or abuse (e.g., overloading, racing, competitive driving activities or snow plowing), or from modification, alteration, tampering, disconnection, improper towing, improper adjustments or servicing, or using the VEHICLE in any manner not recommended by AMERICAN HONDA; environmental causes such as rust, corrosion, water intrusion/leaks, acid rain, fall-out (e.g., chemicals, tree sap), salt, hail, flood, lightning, fire, windstorm, corrosion, earthquakes or other acts of
- Nature:
- accidental loss, or external causes such as war, riot, vandalism, or other cause beyond the reasonable control of the parties;
- contaminated fluids or lubricants or sludge;
- vibration, deterioration, discoloration, distortion, deformation and/or fading;
- any failure if it is determined that the condition causing the failure existed at or prior to the time of purchase of YOUR CONTRACT.
- E. Any work performed to improve compression or reduce oil or fuel consumption or other work when a MECHANICAL BREAKDOWN has not occurred.
- Repairs performed outside the UNITED STATES or Canada.
- Any repair, replacement or reimbursement covered by any warranty, limited warranty, dealer or repair facility guarantee, other service contract, or any insurance coverage.
- Repairs prohibited by law or governmental authority.
- Any consequential or incidental pecuniary damages, including but not limited to: loss of use of the VEHICLE, loss of time, inconvenience, lost revenue, failure to realize expected savings, or any other economic loss of any kind.
- J. Any REPAIR COST:
- if YOU fail to provide all MAINTENANCE RECORDS for covered parts requiring routine maintenance that sustain a MECHANICAL BREAKDOWN;
- if the odometer is altered, disconnected or inoperable so that the miles traveled cannot be accurately determined;
- if the VEHICLE's factory warranty has been voided.

COMMERCIAL USE:

- If YOUR VEHICLE has been used, as determined by the ADMINISTRATOR for COMMERCIAL PURPOSE(S) whether or not YOUR VEHICLE is licensed for COMMERCIAL PURPOSE(S) or registered to a corporation, UNLESS YOU have purchased the COMMERCIAL USE OPTION and the COMMERCIAL USE is a specifically Permitted Use, and not a specifically Prohibited Use, as follows:
- Permitted Use: If YOU purchased the COMMERCIAL USE OPTION (surcharge required), YOUR VEHICLE may be used for COMMERCIAL PURPOSE(S) as follows: mail delivery, bank courier, grocery delivery, pizza delivery, auto parts delivery, real estate sales, real estate appraisal, pool cleaning services, construction work, plumbing services, pharmaceutical sales, parking control, gardening services, building maintenance, auto detailing, office equipment services, vending machine services, sales calls, home insurance claims, collision estimators, painting contractors, airport luggage delivery, carpet installers, landscapers, roofing estimators, mobile auto repair, locksmith services, computer repair services, auto glass repair/replacement, escrow services, office supplies delivery, dry cleaners, mobile pet grooming, catering, floral delivery, interior designers, building materials delivery, electricians, home care service (elderly), home health/aide care services, telephone repair services, cosmetic sales/delivery, refrigeration repair/services, aquarium service, interior plant services, carpet cleaning services, auto parts pick-up/delivery, etc.
- Prohibited Use: If YOUR VEHICLE is used for plowing snow for hire, hauling, plowing, towing or road service operations, for hire (rental, taxi, limousine or shuttle services), law enforcement, fire, ambulance or emergency services, park ranger, rescue services and/or has non-standard equipment installed specifically to facilitate COMMERCIAL USE. (with the exception of vehicles registered to licensed, accredited, or otherwise state approved driver's training school, and limited to the installation of instructor required dual steering, braking, or accelerator controls. Please note: Any non-standard equipment installed to facilitate use as a driver's training vehicle, or resulting damage from the installation of such parts is not eligible for coverage under this CONTRACT.) it is not eligible for coverage under this CONTRACT, or any Acura Care Service Contract.

If you have questions about Commercial Use Option eligibility, please call Acura Care Client Services at 1-888-68-ACURA (1-888-682-2872).

- K. Any service that is recommended pursuant to recall announcements by AMERICAN HONDA that applies to YOUR VEHICLE.
- MECHANICAL BREAKDOWN of an otherwise covered part if YOU fail to have the VEHICLE repaired pursuant to a notice of recall, and such repair would have prevented the breakdown.
- M. Negligence, error, or omission on the part of any servicing dealer, repair facility or CCMC, or any MECHANICAL BREAKDOWN or consequential damage to YOUR VEHICLE caused by negligence, error or omission.

ACURA VEHICLES



V. CANCELLATION OF CONTRACT

To cancel this CONTRACT:

- A. On or before sixty (60) days following the commencement of the CONTRACT period:
 - 1. YOU may cancel this CONTRACT and receive a full purchase price refund, if no services have been rendered to or on behalf of YOU.
 - 2. If services have already been rendered to or on behalf of YOU, the refund will be the lesser amount calculated as:
 - A time pro-ration based upon the time expired; or
 - A mileage pro-ration based upon the number of miles driven.
- B. After sixty (60) days following the commencement of the CONTRACT period, the refund will be the lesser amount calculated as:
 - 1. A time pro-ration based upon the time expired; or
 - 2. A mileage pro-ration based upon the number of miles driven.

ALL CANCELLATION REFUNDS AFTER SIXTY (60) DAYS ARE SUBJECT TO A \$25 PROCESSING FEE.

C. For cancellation, return this CONTRACT to YOUR DEALER, and complete a Cancellation Request Form.

The ADMINISTRATOR will issue a refund, if any, to YOU. However, if YOU financed this CONTRACT, the refund may be payable to the LENDER or finance company (if any) that financed the purchase of this CONTRACT, unless YOU provide the ADMINISTRATOR with written verification from the LENDER or finance company that the amount financed has been repaid in full. If YOU financed the purchase of this CONTRACT, YOU may be required to send a written cancellation notice to the LENDER under a retail installment contract or loan (the "FINANCE AGREEMENT"). This may not be the same contract, lease or purchase plan signed by YOU to purchase or lease YOUR VEHICLE. Payment according to the FINANCE AGREEMENT constitutes payment to YOU, and YOU agree that YOU have no claim against the ADMINISTRATOR, US or the ACURA DEALER based upon such payment. Please refer to the cancellation section of the FINANCE AGREEMENT for instructions. In the event of repossession or total loss, the LENDER may cancel this CONTRACT. The provisions of Section V. apply to all cancellation requests. No other rights or benefits under this CONTRACT transfer to the LENDER.

TRANSFERRED CONTRACTS ARE NOT ELIGIBLE FOR CANCELLATION REFUNDS.

A REFUND SHALL TERMINATE THIS CONTRACT. IF CANCELED, COVERAGE CANNOT BE REINSTATED.

VI. ARBITRATION

Any controversy or claim arising out of or relating to this CONTRACT, or a breach hereof, may be settled by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the Arbitrator's award may be entered in any court having jurisdiction thereof. YOU must notify the ADMINISTRATOR in writing of YOUR intent to seek arbitration.

VII. TRANSFER OF CONTRACT

The original CONTRACT purchaser may transfer this CONTRACT to a purchaser of the VEHICLE for the remainder of the original CONTRACT PERIOD.

TRANSFER PROCEDURE: Return to YOUR DEALER, complete the Transfer of Contract form provided by YOUR DEALER, and present the following items:

- A. This CONTRACT:
- B. A \$50.00 transfer fee payable to YOUR DEALER;
- C. A complete copy of YOUR MAINTENANCE RECORDS; and
- D. Documentation evidencing change of ownership and ODOMETER READING (the actual miles traveled, measured by an operative, unaltered odometer) on the date of transfer.

TRANSFER CONDITIONS:

- 1. THIS CONTRACT CAN ONLY BE TRANSFERRED TO A PRIVATE OWNER, WITHIN 15 DAYS OF CHANGE OF VEHICLE OWNERSHIP. ALL REMAINING UNDERLYING WARRANTIES MUST BE TRANSFERRED TO THE NEW OWNER.
- THIS CONTRACT CANNOT BE TRANSFERRED TO ANOTHER VEHICLE, TO A VEHICLE DEALER OR TO THE CLIENT OF A VEHICLE DEALER, OR TO A LENDER.
 Cancellation rights are for the sole benefit of the original retail CONTRACT purchaser and LENDER. A transferee cannot cancel this CONTRACT.
- 3. If YOUR MAINTENANCE RECORDS are not available, WE may require inspection of the VEHICLE to assure that the VEHICLE has been properly maintained. If the inspection discloses abnormal conditions, the transfer request may be denied.
- 4. A transferee may not transfer this CONTRACT to a subsequent purchaser of the VEHICLE. Upon transfer of the VEHICLE by a transferee to a subsequent purchaser, this coverage is no longer in force.

VIII. NOTICE

THIS CONTRACT IS NOT MECHANICAL BREAKDOWN INSURANCE, AN EXPRESSED, IMPLIED, GENERAL, OR EXTENSION OF A WARRANTY, AND IS NOT A CONDITION OF THE SALE OF THE VEHICLE. THIS CONTRACT MAY DUPLICATE SOME WARRANTY COVERAGE.

For Residents of all states except OKLAHOMA and NORTH DAKOTA: The obligations of the provider under this service CONTRACT are backed by the full faith and credit of the provider, American Honda Protection Products Corporation, P.O. Box 2225, Torrance, CA 90509-2225.

For ALABAMA Residents ONLY: If YOU cancel this CONTRACT within sixty (60) days of purchase and no services have been rendered to or on behalf of YOU, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of YOUR CONTRACT to US.

For COLORADO Residents ONLY: OUR obligations under this CONTRACT are insured under insurance policy number 8023160 issued by GREAT AMERICAN INSURANCE COMPANY. YOU may make a direct claim against the insurer upon OUR failure to pay any valid claim within sixty (60) days after the proof of loss has been filed with the ADMINISTRATOR. Send claims to: GREAT AMERICAN INSURANCE COMPANY, 580 Walnut Street, Cincinnati, OH 45202, Attn: Premier Lease & Loan Services.

For ILLINOIS Residents ONLY: If YOU cancel this CONTRACT, WE will retain a cancellation fee not to exceed the lesser of ten percent (10%) of the CONTRACT price or \$50.

For MAINE Residents ONLY: Any arbitration arising out of or relating to this CONTRACT shall be conducted in Maine.

For MISSOURI Residents ONLY: If YOU cancel this CONTRACT within sixty (60) days of purchase and no services have been rendered to or on behalf of YOU, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within thirty (30) days after return of YOUR CONTRACT to US.

For NEW HAMPSHIRE Residents ONLY: In the event YOU do not receive satisfaction under this CONTRACT, YOU may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, or by calling (800) 852-3416.

For NEW MEXICO Residents ONLY: If YOU cancel this CONTRACT within sixty (60) days of purchase and no services have been rendered to or on behalf of YOU, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within sixty (60) days after return of YOUR CONTRACT to US. If YOUR CONTRACT has been in effect for at least seventy (70) days, WE may not cancel it before the Expiration Date or one-year after the purchase date, whichever occurs first, UNLESS:

- 1. YOU fail to pay an amount due under the CONTRACT;
- 2. YOU are convicted of a crime that results in an increase in the service required under the CONTRACT;
- 3. YOU have acted fraudulently or have made material misrepresentation in obtaining the CONTRACT or in presenting a CLAIM for service;
- 4. After the PURCHASE DATE, an act, omission, or violation by YOU of any condition of the CONTRACT is discovered that substantially and materially increased the service required under the CONTRACT.

No cancellation of the CONTRACT is effective until fifteen (15) days after a notice of cancellation is mailed to YOU.

For OHIO Residents ONLY: OUR obligations under this CONTRACT are insured under an insurance policy issued by GREAT AMERICAN INSURANCE COMPANY. YOU may make a direct claim against the insurer upon OUR failure to pay any valid claim within sixty (60) days after the proof of loss has been filed with the ADMINISTRATOR. Send claims to: GREAT AMERICAN INSURANCE COMPANY, 580 Walnut Street, Cincinnati, OH 45202, Attn: Premier Lease & Loan Services, or call 1-800-280-0352.

For OKLAHOMA and NORTH DAKOTA Residents ONLY: OUR obligations under this CONTRACT are insured under an insurance policy issued by GREAT AMERICAN INSURANCE COMPANY, 580 Walnut Street, Cincinnati, OH 45202. YOU may make direct claim against the insurer upon OUR failure to pay any valid claim within 60 days after proof of loss has been filed with the ADMINISTRATOR.

For SOUTH CAROLINA Residents ONLY: If YOU cancel this CONTRACT within sixty (60) days of purchase and no services have been rendered to or on behalf of YOU, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of YOUR CONTRACT to US. If you are unable to receive satisfaction under this CONTRACT, YOU may contact the South Carolina Department of Insurance at P.O. Box 100105, Columbia, S.C. 29202-3105, or call (800) 768-3467.

NON-ACURA VEHICLES GENERIC

"TERMS AND CONDITIONS"

THIS IS AN EXAMPLE VEHICLE SERVICE CONTRACT, AND IS FOR INFORMATION ONLY, YOU WILL RECEIVE YOUR ACTUAL CONTRACT IN 30 DAYS

THE CONTRACT IS SUBJECT TO THE FOLLOWING TERMS. CONDITIONS, LIMITATIONS, EXTENSIONS, EXCEPTIONS AND DEFINITIONS, NO PERSON HAS THE AUTHORITY TO CHANGE THE CONTRACT OR TO WAIVE ANY OF ITS PROVISIONS. THE CONTRACT IS FOR THE SOLE BENEFIT OF THE PURCHASER NAMED HEREIN AND APPLIES ONLY TO THE VEHICLE DESCRIBED IN THE DECLARATION SECTION OF THE CONTRACT.

I. DEFINITIONS

The words listed in bold below have the following meaning in the CONTRACT:

- ADMINISTRATOR: means the company appointed by US to administer the CONTRACT, Automobile Protection Corporation APCO.
- APPLICATION FOR COVERAGE: means the document YOU completed and signed when applying for the CONTRACT.
- CONTRACT: means the vehicle service contract. It is a contract between YOU and US.
- CONTRACT PERIOD: see section "VII. CONTRACT PERIOD".
- DECLARATION SECTION: means the page of the CONTRACT which describes the CONTRACT number, DEDUCTIBLE, expiration date, expiration mileage and other information specific to the term and plan for which YOUR APPLICATION FOR COVERAGE was accepted.
- DEDUCTIBLE: means the portion of the repair that is covered by the CONTRACT which YOU must pay per visit, shown in the DECLARATION SECTION of the CONTRACT.
- EFFECTIVE DATE: means the date YOU actually purchased the CONTRACT (this may not be identical to the IN-SERVICE DATE which is the date that the vehicle's original factory warranty went into effect).
- FLAT CANCELLATION: means OUR cancellation of the CONTRACT upon the return of the CONTRACT to the ADMINISTRATOR within 60 days after the CONTRACT purchase date by YOU and no claim has been requested, authorized or paid to YOU or on YOUR behalf prior to the return of the CONTRACT for a full or 100% return of the CONTRACT purchase price.

 IN-SERVICE DATE: means the date the VEHICLE was first put into service, not the date YOU purchased YOUR VEHICLE.
- MECHANICAL BREAKDOWN or FAILURE: means the inability of any covered part(s) to perform the function(s) for which it was designed due to defects in material or workmanship.

 MECHANICAL BREAKDOWN does not include the gradual reduction in operating performance due to normal wear and tear, where a FAILURE has not occurred. The manufacturer has established tolerances for the express purpose of defining FAILURE and serviceability. When specifications exceed these manufacturer's tolerances, a FAILURE will be considered to have occurred.
- PRIOR AUTHORIZATION: means the approval of a repair and the approval number issued by the ADMINISTRATOR in the event of a MECHANICAL BREAKDOWN. PRIOR AUTHORIZATION MUST BE OBTAINED PRIOR TO ANY REPAIR UNDER THE CONTRACT.
- SELLING DEALER: means the Dealer from whom YOU purchased the CONTRACT.
- VEHICLE: means the vehicle described in the DECLARATION SECTION of the CONTRACT.
- WE, US, OUR: means the Issuing Provider of the CONTRACT.
- YOU, YOUR: means the purchaser of the CONTRACT.

II. OUR RESPONSIBILITIES

WE agree to repair, replace or reimburse YOU for the reasonable cost to repair or replace any of the parts covered, if required due to a MECHANICAL BREAKDOWN or FAILURE. At OUR election, WE will repair or pay the cost of repair for any MECHANICAL BREAKDOWN or FAILURE of a covered part. Replacement parts may be of like kind and quality, when available. For additional information see section "IX. LIMITS OF LIABILITY".

III. YOUR RESPONSIBILITIES

To keep the CONTRACT valid, YOU must have YOUR VEHICLE serviced as recommended by the VEHICLE manufacturer. When maintenance relates to the specific FAILURE, YOU may be required to supply the ADMINISTRATOR with receipts for that maintenance. If requested, proof of required service, including verifiable receipts showing date and mileage of the VEHICLE at the time of service, must be presented in order to have repairs begun on YOUR VEHICLE. Service within 1,000 miles and/or 30 days of the recommended interval shall be considered compliance under the terms of the CONTRACT.

Upon customary and reasonable notice of the occurrence of a MECHANICAL BREAKDOWN or FAILURE, YOU shall protect the VEHICLE from further damage, whether or not such MECHANICAL BREAKDOWN or FAILURE is covered by the CONTRACT. Any operation of the VEHICLE that results in further damage, related to the original MECHANICAL BREAKDOWN or FAILURE, shall be considered YOUR failure to protect the VEHICLE and shall not be covered under the CONTRACT. YOU are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the VEHICLE. YOU are required to safely pull YOUR VEHICLE off the road and shut off the engine immediately when either of these lights/gauges indicates a problem.

YOU must give YOUR authorization to the repair facility for teardown to diagnose a problem. If the FAILURE is determined to be covered by the CONTRACT, WE will pay the reasonable cost of teardown as a part of the covered FAILURE.

- IN CASE OF MECHANICAL BREAKDOWN OR FAILURE, IT IS YOUR RESPONSIBILITY TO FOLLOW THE PROCEDURE BELOW:

 1. In the event of MECHANICAL BREAKDOWN or FAILURE, YOU may take YOUR VEHICLE to the SELLING DEALER, or if that is not practical, to ANY LICENSED REPAIR FACILITY.

 PRIOR AUTHORIZATION from the ADMINISTRATOR, verified by issuance of an authorization code, must be received before any repairs are performed under the CONTRACT. Once authorization has been received and upon the ADMINISTRATOR'S receipt of a copy of the repair order signed by YOU, the ADMINISTRATOR will pay the authorized amount of the claim, less YOUR DEDUCTIBLE, directly to the repair facility using the ADMINISTRATOR'S MASTERCARD.
 - Have YOUR CONTRACT number, mileage and date of FAILURE ready for the ADMINISTRATOR. Have the service representative contact the ADMINISTRATOR.
 - - Upon OUR request, VOU must allow the ADMINISTRATOR to inspect YOUR VEHICLE to gather necessary information regarding any claim. Under certain conditions when a MECHANICAL BREAKDOWN or FAILURE occurs, YOU may be required to have the VEHICLE returned to the SELLING DEALER.
- 2. Submitting A Claim:
 - Once the claim has been authorized, YOU are responsible for payment of the DEDUCTIBLE and any items not covered by the CONTRACT. Submit the following to the ADMINISTRATOR:
- A legible, itemized and signed repair order.
- All sublet bills, towing, rental, lodging and meal receipts, when applicable.

 YOU may be required to supply the ADMINISTRATOR with all maintenance records for service performed on the VEHICLE, when the maintenance involved relates to the specific

IV. ONE-TIME DEDUCTIBLE GUARANTEE

Once a part is repaired or replaced under terms and conditions of the CONTRACT, any DEDUCTIBLE amount for future repair or replacement of that part will be waived, for the term of the CONTRACT

V. WHAT IS COVERED

The CONTRACT COVERS ALL COMPONENTS AND PARTS, except for items in section "VI. WHAT IS NOT COVERED".

- B. ADDITIONAL BENEFITS (Benefits may vary. See the actual CONTRACT)
 - MANUFACTURER'S DEDUCTIBLE REIMBURSEMENT: In the event a part is repaired/replaced under the manufacturer's warranty and not otherwise excluded by the CONTRACT, YOU will be reimbursed for any required manufacturer's warranty deductible up to \$100, less YOUR DEDUCTIBLE.
 - RENTAL CAR REIMBURSEMENT: If YOU must rent a car due to the FAILURE of a part covered by the CONTRACT, YOU will be reimbursed for actual expenses incurred (excluding fuel, collision damage waiver and optional insurance charges) for substitute transportation up to the maximum daily rate of \$35 per day. The total number of days of reimbursement for each occurrence cannot exceed six (6). The number of days of rental reimbursement will be determined by the FAILURE and the reasonable time to repair that FAILURE. Reimbursement is only applicable when substitute transportation has been rented through a licensed rental agency. Rental Car Reimbursement is not subject to a DEDUCTIBLE. In addition, Rental Car Reimbursement will be made for all FAILURES covered by the manufacturer's warranty and not otherwise excluded by the CONTRACT.
 - TOWING REIMBURSEMENT: If YOUR VEHICLE must be towed due to the FAILURE of a part covered by the CONTRACT, YOU will be reimbursed for reasonable towing charges to have YOUR VEHICLE towed to the nearest Acura dealer or other licensed repair facility, not to exceed \$100 per BREAKDOWN. Any reimbursement shall be for actual towing charges which exceed any payment that YOU receive from a manufacturer, insurance company or motor club. Reimbursement is only applicable when YOUR VEHICLE has been towed by a licensed towing service. Towing Reimbursement is not subject to a **DEDUCTIBLE**. In addition, Towing Reimbursement will be made for all **FAILURES** covered by the manufacturer's warranty and not otherwise excluded by the **CONTRACT**.
 - TRIP INTERRUPTION REIMBURSEMENT*: If a BREAKDOWN to a covered part, or if a FAILURE which is covered under a manufacturer's warranty and is not otherwise excluded by the CONTRACT, disables YOUR VEHICLE and YOU are required to remain overnight more than 100 miles from YOUR mailing address while repairs are completed, WE will reimburse YOU up to \$300, not to exceed \$100 per day, for the first three (3) consecutive days, for costs incurred by YOU for meals and lodging between the date of BREAKDOWN and the date repairs are completed. YOU must provide US with valid lodging and meal receipts in order to be reimbursed. *Provided by Cross Country Motor Club

US

VI. WHAT IS NOT COVERED

THE FOLLOWING ITEMS ARE NOT COVERED UNDER THE CONTRACT:
A. MECHANICAL BREAKDOWN or FAILURE:

- When repairs are performed without PRIOR AUTHORIZATION:
- Caused by negligence, misuse or abuse;
- Caused by a lack of maintenance, such as maintenance of the constant velocity joint boot, timing belt and brake pads (see maintenance requirements in section "III. YOUR RESPONSIBILITIES");
- Caused by any external cause such as collision, fire, theft, freezing, vandalism, riot or explosion, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood; Of any part damaged by fire;

- Arising out of the FAILURE of an otherwise covered part that does not meet manufacturer's specifications, including modifications and/or alterations to the VEHICLE not approved by the manufacturer's authorized representative (some examples: oversized tires, lift kits, lowering of suspension, headers, altered ignition system, free flow exhaust system and aftermarket
- Covered by warranty, repairer's guarantee, other service contract, or insurance policy, regardless of whether each: can or cannot be honored or collected or is unavailable for any reason, including such entity or person providing the warranty, repairer's guaranty, other service contract or insurance policy has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors; Of any part(s), component(s) or repair(s) described as covered by the manufacturer, distributor or importer's warranty for the term and mileage of such coverage at the time of first retail
- sale, regardless of whether such warranty for part(s), component(s) or repair(s): can or cannot be honored or collected or is invalidated for any reason, including if the manufacturer, distributor or importer has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or such entity makes an assignment for the benefit of creditors;
- If YOUR VEHICLE is used for commercial purposes, which includes, but is not limited to pick-up and delivery service, company pool use or business travel when the VEHICLE is used by
- more than one driver;

 If **YOUR VEHICLE** is used for racing on or off road, competition or speed contest or towing a trailer in excess of 2,000 lbs., unless equipped with a factory-approved towing kit and the weight of the trailer does not exceed manufacturer's specifications;
- If YOUR VEHICLE is used as a police car or other emergency vehicle, or for livery, rental, taxi or snow plowing;
- Where it is determined that for more than one (1) month or 1,000 miles the odometer has been inaccurate, inoperative or altered so that the **VEHICLE'S** true mileage cannot be verified; That is a direct result of a mechanical or structural defect when the manufacturer, distributor, or importer has announced a public recall for the purpose of correcting such defect regardless
- of whether the manufacturer, distributor, or importer can or cannot honor or correct such recalled defect or is unavailable for any reason, including such entity or person providing the public recall has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors;
 Due to continued operation and failure to protect the **VEHICLE** from further damage caused by lack of necessary coolants or lubricants;
- Of a covered part damaged by a non-covered part;

- Of a covered part which is damaged by fine or lubricant contamination, rust or corrosion;

 Any damage resulting from pre-ignition or detonation, regardless of cause;

 That occurs prior to the CONTRACT'S effective date or is reported after the CONTRACT'S expiration.
- B. Loss of time, inconvenience, bodily injury and property damage, or other incidental or consequential damage that results from MECHANICAL BREAKDOWN or FAILURE.
- Storage and freight charges
- Repairs to any non-covered parts.
- The cost of teardown, disassembly or assembly if coverage cannot be applied.
- Diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.
- Adjustments necessary to correct squeaks, rattles, water leaks or wind noise.
- H. Maintenance/Parts:
 - Unless required as part of a covered repair: Normal maintenance items/procedures such as, engine tune-ups, spark plugs, spark plug wires, glow plugs, filters, brake pads, brake shoes, brake linings, suspension alignment, wheel balancing, hoses, air conditioning lines and hoses, belts and wiper blades, fastening hardware (e.g., nuts, bolts, brackets, etc.), wheels.
 - Unless required as part of a covered repair: Adjustments, lubricants, coolants and fluids
 - Other maintenance services and parts described in the manufacturer's maintenance schedule for the covered VEHICLE.
- I. Other Parts not covered:
 - Graphic equalizers, telephones, radar detectors, C.B. radios and non-factory installed AM/FM radios/cassette players/C.D. players and speakers.
 - Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, exhaust system, brake rotor, brake drums, MacPherson strut cartridge insert or shock absorbers, batteries, battery cables, lenses, light bulbs, sealed beams, glass, wheel covers, wheels, interior trim, carburetor, throttle body assembly, manual clutch components, body seals and gaskets (e.g., weather stripping).
 - Convertible tops: glass, plastic or framing.
- J. The repair of valves and/or rings for the purpose of raising the engine's compression when a MECHANICAL BREAKDOWN or FAILURE has not occurred.
- K. Additional loss or damage which is occasioned by the CONTRACT holder or operator's failure to use all reasonable precautions to protect the VEHICLE from any further loss or damage after a MECHANICAL BREAKDOWN or FAILURE has occurred.

 L. Any costs if verifiable receipts as required in section "III. YOUR RESPONSIBILITIES", are not furnished on request.

VII. CONTRACT PERIOD

- NEW VEHICLE COVERAGE: The time and mileage limits of the term selected start the day the VEHICLE is first put IN-SERVICE and at zero (0) miles. Coverage expires when the length of 1. time or accumulated mileage (whichever comes first) of the term selected is reached.
- PRE-OWNED COVERAGE: The time and mileage limits of the term selected start on the VEHICLE purchase date and from the mileage on the odometer on that date. Coverage expires when the length of time of the term, shown in the DECLARATION SECTION of the CONTRACT, is reached or total mileage on the VEHICLE is equal to the sum of the selected mileage plus the stated odometer mileage at the VEHICLE purchase date, whichever comes first.

VIII. TERRITORY

The CONTRACT applies only to a MECHANICAL BREAKDOWN or FAILURE occurring within the United States and Canada.

IX. LIMITS OF LIABILITY

Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price. The "Reasonable Price" for repair or replacement is based upon nationally recognized flat rate and/or factory manuals. Replacement may be made with parts of like kind and quality, when available. In no event will the liability for each MECHANICAL BREAKDOWN or FAILURE, under the CONTRACT, exceed the average retail value of the VEHICLE established by NADA (Official Used Car Guide) at the time immediately preceding the MECHANICAL BREAKDOWN or FAILURE. Additionally, the total of all benefits payable shall never exceed the price YOU paid for YOUR VEHICLE.

SUBROGATION

YOU are entitled to complete reimbursement for YOUR loss before the ADMINISTRATOR is entitled to subrogation proceeds. YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights, and YOU shall execute and deliver to US instruments and papers required to either secure or maintain such rights. All amounts recovered by YOU for which YOU were previously reimbursed under the CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to same by YOU, up to the total amount paid by US under the CONTRACT, except that YOU must be made whole before WE may retain any amounts WE have recovered.

XI. ARBITRATION AGREEMENT

NOTICE: YOU, WE AND THE ADMINISTRATOR WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES, INCLUDING DISPUTES FILED IN COURT AS A CLASS-ACTION, BUT HAVE WAIVED THAT RIGHT AND INSTEAD AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION BASED ON THE TERMS BELOW.

AGREEMENT TO ARBITRATE ALL DISPUTES: Arbitration is a method of resolving any claim, dispute or controversy of whatever kind (collectively "Claim") without filing a lawsuit. YOU, US and the ADMINISTRATOR (collectively the "Parties") waive our rights to have all Claims resolved by judge or jury. This Arbitration Agreement ("Agreement") sets forth the circumstances and procedures under which the Parties agree that any and all Claims arising from or related to this Agreement, the CONTRACT application, the CONTRACT itself or the relationship(s) resulting therefrom shall be resolved by binding arbitration under the National Arbitration Forum Commercial Arbitration Rules for the Resolution of Consumer-Related Disputes instead of being litigated in court. For purposes of this Agreement, the term "Claim" is defined as "any claim, dispute or controversy between YOU and US or the ADMINISTRATOR, arising from or relating to the CONTRACT application, the CONTRACT itself, or the relationship(s) resulting therefrom, including the sale, legality, validity, enforceability or scope of this Agreement, the CONTRACT application, the CONTRACT or the relationship(s) resulting therefrom." The term "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims as well as claims based upon contract, tort, fraud and other intentional torts, Federal or State statutes, constitutions and regulations, common law and equity. Either Party may choose, including after the lawsuit is filed, to have Claims between the Parties under or in any way related to this Agreement, the CONTRACT application or the CONTRACT decided by binding arbitration pursuant to the following procedure: (1) YOU must initiate arbitration within 60 days after a claim was denied or upon notification of a dispute. (2) For all other controversies, YOU must first notify the ADMINISTRATOR in writing of YOUR intent to initiate a consumer arbitration and must initiate the consumer arbitration within 60 days after receiving written notice from the ADMINISTRATOR that YOUR Claim cannot be resolved.

The ADMINIS HATOH that YOUR Claim cannot be resolved.

Arbitration shall take place before an arbitrator selected in accordance with the National Arbitration Forum ("NAF") Commercial Arbitration Rules. The arbitration shall take place in YOUR county of residence, unless another location is mutually agreed upon by the Parties. YOU may start a consumer arbitration by contacting the NAF at (800) 474-2371. NAF rules and forms may be obtained and all Claims may be filed at www.arb-forum.com, at any NAF office or mailed to the NAF at P.O. Box 50191, Minneapolis, MN 55405-0191. This Addendum involves interstate commerce and is subject to the Federal Arbitration Act (9 U.S.C. section 1 et. seq.). An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

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NON-ACURA VEHICLES GENERIC



XI. ARBITRATION AGREEMENT (CONTINUED)

Attorney Fees, WE will pay YOUR total reasonable arbitration fees and expenses that are in excess of \$125. If WE or the ADMINISTRATOR initiates arbitration. WE will pay YOUR filling fee. Each Party shall bear the expense of that party's attorneys, experts and witnesses, regardless of which party prevails in the arbitration. To the extent applicable law permits recovery of attorneys fees and costs by a prevailing Party, this Agreement shall not be construed to limit such recovery where applicable. Thus, YOU agree to and hereby waive YOUR right to recover YOUR attorneys' fees, experts and/or any witness fees and expenses, except where applicable law or arbitration rules otherwise provides.

Class Action Waiver. YOU agree and hereby waive any right YOU may have to litigate in court or arbitrate any Claim on a class-action basis, as either a representative or member of a class or as a private attorney general, or to otherwise pursue any Claim in a class action or class arbitration. This waiver is referred to as a "Class Action Waiver". Notwithstanding anything to the contrary in this Agreement, the validity and effect of the Class Action Waiver shall be determined exclusively by a court. Neither the arbitration administrator nor any arbitrator shall have the power or authority to waive, modify or fail or refuse to enforce the Class Action Waiver, and any attempt to do so, whether by rule or policy, arbitration decision or otherwise shall be invalid and unenforceable. Severability; Exception To Severability. If any part, clause or condition of this Arbitration Agreement is determined by a court or the arbitrator(s) to be partially or wholly invalid, unenforceable or inoperative for any reason whatsoever, such determination shall not affect any other provision or portion hereof, which shall continue to be effective as though such invalid, inoperative or unenforceable part, clause or condition had not been made, and all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible, except that if the Class Action Waiver is deemed invalid or unenforceable with respect to any Claim, then this Arbitration Agreement shall, upon election of either YOU, the ADMINISTRATOR or US, be invalidated and unenforceable in its entirety with respect to any Claim(s). If there is a conflict or inconsistency between this Agreement and any other provision of **YOUR CONTRACT** application or **CONTRACT**, the terms of this Arbitration Agreement shall govern. See section "XV. ADDITIONAL STATE INFORMATION" for supplementary state specific arbitration language.

XII. TRANSFER OF THE CONTRACT

To transfer the CONTRACT, YOU must contact the SELLING DEALER. If YOU have moved out of the area where YOU originally purchased the CONTRACT, please contact the ADMINISTRATOR and submit the following:

- \$50.00 transfer fee.
- The CONTRACT. 2.
- Written evidence verifying all maintenance requirements have been met. 3.
- A copy of documentation evidencing change of ownership and mileage at date of sale.
- Photocopies of documents sent to the manufacturer verifying transference of factory warranty, if applicable.

CONDITIONS TO QUALIFY FOR TRANSFER:

- The CONTRACT cannot be transferred to another vehicle. It can only be transferred to a different private owner of the same VEHICLE.
- The VEHICLE is subject to inspection.

- Transfer must take place within 15 days of change of ownership.

 YOU may not transfer the CONTRACT to a vehicle dealer or to the customer of a vehicle dealer.

 CONTRACTS on leased VEHICLES cannot be transferred, unless original lessee is purchasing the VEHICLE. 5.
- ALL REMAINING UNDERLYING WARRANTIES MUST BE TRANSFERRED TO THE NEW OWNER

XIII. CANCELLATION

To cancel the CONTRACT, YOU must bring the CONTRACT to the SELLING DEALER, along with a notarized affidavit that states the mileage on YOUR VEHICLE at the date of YOUR cancellation request. American Honda Finance Corporation (AHFC) will contact the ADMINISTRATOR to determine the refund amount, if any. If there is a refund, AHFC will issue the refund check. If the CONTRACT names a lienholder, AHFC will make the lienholder the co-payee of any refund, except AHFC will make the lienholder the sole payee, if YOUR VEHICLE has been repossessed or is a total loss, unless YOU provide US with proof that the lienholder has been paid. In the case of a repossession or total loss, then the lienholder shall have the right to cancel and shall be the sole payee of any refund check

In the event of cancellation of the CONTRACT within the first 60 days, YOU are entitled to a full refund. After 60 days, or if a claim has been authorized or paid, YOU will receive a pro rata refund based on the greater of days in force or the miles driven related to the term of the CONTRACT, minus a \$25 cancellation fee. See section "XVI. STATE SPECIFIC CANCELLATION CLAUSES". The CONTRACT cannot be cancelled by US except for fraud or material misrepresentation on YOUR part or for YOUR failure to pay for the CONTRACT.

XIV. INSURANCE

OUR obligations under the CONTRACT are guaranteed under a service contract reimbursement insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. In the event WE do not pay any valid claim within 60 days after proof of loss has been filed or in the event of bankruptcy, YOU may make a direct claim to the insurer. The phone number is (800) 423-4566.

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or application containing false, incomplete, or misleading information will

XV. ADDITIONAL STATE INFORMATION

- ALASKA: If there is a conflict between the state statutes and the rules of the National Arbitration Forum or the Federal Arbitration Act, arbitration under the CONTRACT will be governed by the Alaska Revised Uniform Arbitration Act (AS 09.43.300 - 09.43.595). See section "XI. ARBITRATION AGREEMENT" for details. Upon receipt of a properly executed statement of claim, for a prior authorized repair, any claim not in dispute shall be paid within 30 working days. See section "XIV. INSURANCE" for details.
- CONNECTICUT: If YOUR CONTRACT term expires while YOUR VEHICLE is in the repair facility for an authorized repair, YOUR CONTRACT will be automatically extended while any authorized repairs covered under YOUR CONTRACT are being done and YOUR VEHICLE is in the custody of the repair shop. For resolution of disputes, a written complaint may be mailed to the Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the VEHICLE, the cost of repair of the VEHICLE and a copy of the CONTRACT.
- GEORGIA: Under section "VI. WHAT IS NOT COVERED" part A, the 7th bullet is amended to read as follows: "Arising out of the FAILURE of an otherwise covered part that does not meet manufacturer's specifications, including modifications and/or alterations to the VEHICLE made by YOU or with YOUR knowledge not approved by the manufacturer's authorized representative." The 13th bullet is amended to read as follows: "Where it is determined that for more than one (1) month or 1,000 miles the odometer has been inaccurate, inoperative or altered so that the **VEHICLE'S** true mileage cannot be verified while the **VEHICLE** has been owned by **YOU**." Section "XI. ARBITRATION AGREEMENT" is not applicable and is considered removed, for residents of the State of Georgia.
- IDAHO: Coverage afforded under the CONTRACT is not guaranteed by the Property and Casualty Guarantee Association.
- IOWA: If YOU have problems or questions pertaining to the CONTRACT, YOU may contact the Iowa Commissioner at the Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065, (515) 281-6348.
- KENTUCKY: Transfer fee is not applicable.
- MISSISSIPPI: Section "XI. ARBITRATION AGREEMENT" is not applicable and is considered removed, for residents of the State of Mississippi.
- MISSOURI: Under section "III. YOUR RESPONSIBILITIES", number one (1) is amended to include the following language: In the event of a MECHANICAL BREAKDOWN or FAILURE after the ADMINISTRATOR'S office hours, YOU may immediately take YOUR VEHICLE to any licensed repair facility. The licensed repair facility must contact the ADMINISTRATOR on the next business day to determine whether the MECHANICAL BREAKDOWN or FAILURE is covered pursuant to the CONTRACT'S provisions. Nothing herein authorizes repairs not otherwise covered under the CONTRACT. Under section "XI ARBITRATION AGREEMENT" in the second paragraph, the word "Either" is deleted and replaced with the following "Provided both parties mutually agree to binding arbitration at the time of the dispute, either"
- NEVADA: The CONTRACT cannot be renewed.
- NEW HAMPSHIRE: In the event YOU do not receive satisfaction under the CONTRACT, YOU may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, or by calling (800) 852-3416.

 OKLAHOMA: The CONTRACT is not issued by the manufacturer or wholesale company marketing this product. The CONTRACT will not be
- honored by such manufacturer or wholesale company.
- SOUTH CAROLINA: If the CONTRACT provider does not resolve a disputed claim within 60 days of proof of loss, YOU may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105 or by calling (800) 768-3467.
- TEXAS: Any unresolved complaints concerning a registrant or questions concerning the CONTRACT provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 or by calling (800) 803-9202 or (512) 463-2906.

 UTAH: Under section "III.YOUR RESPONSIBILITIES", number one (1) is amended to include the following language: In the event of a MECHANICAL BREAKDOWN or FAILURE after the ADMINISTRATOR's office hours, contact the ADMINISTRATOR as soon as reasonably possible to report the FAILURE. Section "XI. ARBITRATION AGREEMENT" is amended to include the following language as the first paragraph: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION. Under section "XI. ARBITRATION AGREEMENT", the third paragraph is amended as follows: Either Party may choose, including after the lawsuit is filed, to have Claims between the Parties under or in any way related to this Agreement, the CONTRACT application or the CONTRACT decided by binding arbitration pursuant to the following procedure: (1) YOU must initiate arbitration within 36 months after a claim was denied or upon notification of a dispute. (2) For all other controversies, YOU must first notify the ADMINISTRATOR in writing of YOUR intent to initiate a consumer arbitration and must initiate the consumer arbitration within 36 months after receiving written notice from the ADMINISTRATOR that YOUR Claim cannot be resolved. For Utah residents, the Class Action Waiver does not apply to dispute resolution in any small claims court having jurisdiction. For section "XIV. INSURANCE", coverage afforded under the CONTRACT is not guaranteed by the Property and Casualty Guarantee Association. The CONTRACT is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

 DISCLOSURE: Terms under which the CONTRACT Purchase Price is to be paid is one of three methods as follows: (1) the purchase of the CONTRACT is included in the total sale price financing, (2) if the car has already been purchased, YOU will pay the CONTRACT Purchase Price in-full in cash or by credit card or (3) YOU will contract with a recommended payment plan company that will handle the monthly collections. Terms will vary based on each customer.
- WYOMING: All claims, disputes and controversies of whatever kind between YOU and US arising from or relating to the CONTRACT will be resolved in accordance with the Wyoming Arbitration Act.

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XVI. STATE SPECIFIC CANCELLATION CLAUSES

For information on how YOU may cancel the CONTRACT, see section "XIII. CANCELLATION". In addition, the CONTRACT cannot be cancelled by US except for fraud or material misrepresentation on YOUR part or for YOUR failure to pay for the CONTRACT.

YOU may return the CONTRACT within 60 days of the CONTRACT purchase date. If no claim has been made under the CONTRACT, the CONTRACT shall be void and WE shall refund YOU the full purchase price of the CONTRACT. A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of the CONTRACT. The full refund applies only to the original purchaser of the CONTRACT under the above provisions. In the event YOU make a written demand for cancellation of the CONTRACT pursuant to the terms of the CONTRACT, WE shall refund to YOU the pro rata amount of the CONTRACT purchase price. Any refund may be credited to any outstanding balance of the account of the CONTRACT holder, and the excess, if any, shall be refunded to the CONTRACT holder. If the original CONTRACT purchaser or CONTRACT holder elects cancellation, WE may retain a \$25 cancellation fee, except in a FLAT CANCELLATION.

ALASKA

In the event of cancellation of the CONTRACT within the first 60 days and during such time a claim has not been made, YOU are entitled to a full refund. After 60 days, or if a claim has been authorized or paid, WE will retain a cancellation fee of 7.5% of the unearned pro rata CONTRACT purchase price, not to exceed \$25, to be based on the greater of days in force or the miles driven, as related to YOUR CONTRACT'S term. If WE cancel the CONTRACT, the unearned CONTRACT price will be returned or credited within 45 days after notice of cancellation is given. CONNECTICUT

YOU have the right to cancel the CONTRACT if YOUR VEHICLE is returned, sold, lost, stolen or destroyed.

GEORGIA

Cancellation fee is not applicable. YOU may cancel the CONTRACT at anytime by sending US the CONTRACT and a notarized affidavit which verifies the mileage on YOUR VEHICLE at the date YOU requested cancellation. If YOU cancel the CONTRACT within the first 60 days, YOU are entitled to a full refund. After the CONTRACT has been in effect for more than 60 days, YOUR refund will be calculated on a pro rata basis, and YOU will receive the lesser of the unused portion of the days or mileage that the CONTRACT has been in effect compared to the term shown on YOUR APPLICATION FOR COVERAGE page.

In the event WE cancel the CONTRACT within the first 60 days, YOU are entitled to a full refund. After 60 days, or if a claim has been authorized or paid, YOU will be refunded a pro rata amount, based on the greater number of days in force or the miles driven as related to the term the CONTRACT. The cancellation of the CONTRACT for nonpayment is effective no sooner than ten (10) days after delivery or first class mailing of a written notice to the CONTRACT holder. Cancellation for any other reason is effective no sooner than 30 days after delivery or first class mailing of a written notice to the CONTRACT holder.

HAWAII

A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of the CONTRACT.

ILLINOIS

In the event YOU request a cancellation of the CONTRACT within the first 60 days after its purchase and if no service has been provided as authorized by the ADMINISTRATOR, YOU will be paid a full refund. After 60 days, or if a claim has been authorized by the ADMINISTRATOR, YOU will receive a pro rata refund of the CONTRACT price, based upon the greater of days in force or the miles driven, as related to the term of the CONTRACT, minus a cancellation fee not to exceed the lesser of ten percent (10%) of the CONTRACT price or \$25. <u>IOWA</u>

A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 30 days after the FLAT CANCELLATION of the CONTRACT.

KENTUCKY

Cancellation fee is not applicable.

MARYLAND

A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of the CONTRACT.

MINNESOTA

In the event of cancellation of the CONTRACT within the first 60 days, YOU are entitled to a full refund if no claim has been paid. A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of the CONTRACT. After 60 days, or if a claim has been authorized or paid, YOU will receive a pro rata refund based on the greater of days in force or the miles driven related to the term of the CONTRACT, minus a \$25 cancellation fee.

YOU may return the CONTRACT within 60 days of the CONTRACT purchase date. If no claim has been made under the CONTRACT, the CONTRACT shall be void and WE shall refund YOU the full purchase price of the CONTRACT. The full refund applies only to the original purchaser of the CONTRACT under the above provisions. A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 30 days after the FLAT CANCELLATION of the CONTRACT. After 60 days, or if a claim has been authorized or paid, WE shall refund to YOU a pro rata amount based on the greater of days in force or the miles driven related to the term of the CONTRACT, minus a \$25 cancellation fee. WE shall mail a written notice to YOU within 15 days of the date the CONTRACT is cancelled.

In the event WE cancel the CONTRACT within the first 60 days, YOU are entitled to a full refund. After 60 days, or if a claim has been authorized or paid, WE will retain an amount based on the greater of days in force or the miles driven related to the term of the CONTRACT. Cancellation of the CONTRACT will not become effective until at least 15 days after the notice of cancellation is mailed to YOU. A ten percent (10%) penalty shall be added each 30 days to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of the CONTRACT.

Cancellation of the CONTRACT by US will not become effective until at least 15 days after the notice of cancellation is mailed to YOU. A ten percent (10%) penalty shall be added each 30 days to a FLAT CANCELLATION refund not paid within 60 days after the FLAT CANCELLATION of the CONTRACT.

NEW YORK

YOU may return the CONTRACT within 60 days of the CONTRACT purchase date. If no claim has been made under the CONTRACT, the CONTRACT shall be void and WE shall refund YOU the full purchase price of the CONTRACT. A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 30 days of the FLAT CANCELLATION of the CONTRACT. The full refund applies only to the original purchaser of the CONTRACT under the above provisions. After 60 days, or if a claim has been authorized or paid, WE shall refund to YOU a pro rata amount based on the greater of days in force or the miles driven related to the term of the CONTRACT, minus a \$25 cancellation fee.

OKLAHOMA

In the event YOU cancel the CONTRACT within the first 60 days and no claim has been authorized or paid, YOU are entitled to a full refund. If YOU cancel the CONTRACT after 60 days, or have made a claim within the first 60 days, WE shall retain ten percent (10%) of the unearned pro rata CONTRACT purchase price or \$25, whichever is less. In the event the CONTRACT is cancelled by US, YOUR refund shall be based upon 100% of the unearned pro rata CONTRACT purchase price. Proof of mailing the notice of cancellation to YOU at the address shown on the CONTRACT shall be sufficient proof of notice.

SOUTH CAROLINA

A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of the CONTRACT.

TEXAS

A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of the CONTRACT.

The cancellation of the CONTRACT is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to the policyholder. Cancellation for nonpayment of premium is effective no sooner than ten (10) days after delivery of first class mailing of a written notice to the policyholder. Notice of cancellation for nonpayment of premium shall include a statement of the reason for cancellation.

VERMONT

YOU may return the CONTRACT within 60 days of the CONTRACT purchase date. In the event of cancellation within 60 days of the CONTRACT purchase date, if no claim is made under the CONTRACT, the CONTRACT shall be void and WE shall refund YOU the full purchase price of the CONTRACT. After 60 days from the CONTRACT purchase date, or if a claim has been authorized or paid, YOU shall receive a pro rata refund based on the greater of days in force or the miles driven related to the term of the CONTRACT, minus a \$25 cancellation fee.

To cancel the CONTRACT, YOU must mail the CONTRACT to the ADMINISTRATOR, along with a notarized affidavit that states the mileage on YOUR VEHICLE at the date of YOUR cancellation request. The ADMINISTRATOR will determine the refund amount, if any. If there is a refund due, WE will issue the refund check to the CONTRACT holder. If the CONTRACT names a lienholder, the check will be made payable to the lienholder as the co-payee of any refund, except, WE will make the lienholder the sole payee, if YOUR VEHICLE has been repossessed or is a total loss, unless YOU provide US with proof that the lienholder has been paid. In the case of a repossession or total loss, then the lienholder shall have the right to cancel and shall be the sole

In the event of cancellation of the CONTRACT within the first 60 days, YOU are entitled to a full refund. A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of the CONTRACT. After 60 days, or if a claim has been authorized or paid, YOU will receive a pro rata refund based on the greater of days in force or the miles driven related to the term of the CONTRACT, minus a \$25 cancellation fee. Cancellation of the CONTRACT by US will not become effective until at least ten (10) days after the notice of cancellation is mailed to YOU. Prior notice for cancellation is not required for nonpayment of the CONTRACT, for material misrepresentation on YOUR part or for YOUR breach of duties relating to the CONTRACT. The cancellation notice shall state the effective date of the cancellation and the reason for the cancellation.