


Application for Coverage

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

First

Last

For Roadside Assistance, call (800) 594-8500

Print VSC Salesperson's Name (Please print or type)

Issuing Dealer	Dealer Number	VSC Plan Type:
VSC Client Retail Price \$ _____	Dealer Phone ()	<input type="checkbox"/> New
Sales Tax Amount \$ _____		<input type="checkbox"/> Pre-Owned*
Tax Percentage _____ %	Deductible	<input type="checkbox"/> Powertrain* (Acura Vehicles Only)
Total Purchase Price \$ _____		<input type="checkbox"/> Certified* (Acura Vehicles Only)
Plan Code Years Miles	\$ <input type="text"/>	For New Acura Plans:
		<input type="checkbox"/> Commercial Use (Surcharge Applies)

Vehicle Information

Vehicle Retail Price \$ _____ Stock # _____

V.I.N.

Make	Model	Year
Current Odometer Mileage	VSC Retail Date	Vehicle Retail Date
		Vehicle Original Retail Date

Client Information

Name (First)	(M.I.)	(Last)
Co-Owner Name (First)	(M.I.)	(Last)
Address		
City	State	ZIP
		Phone ()

Lienholder/Lessor (Complete only if contract is financed or leased)

Lienholder Name	Term (Mo.)	Type (C=Cash, F=Finance, L=Lease)
Address		
City	State	ZIP
		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 or Powertrain plan begins on the service contract purchase date and at the mileage on the odometer on that date. A Pre-Owned plan must be sold at time of Pre-owned vehicle purchase if vehicle is outside of 50,000 miles or 48 months from original in-service date.

*A Pre-Owned plan for Non-Acura vehicles and a Certified or Powertrain 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 (888) 68-ACURA ((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.

Client's Signature
 American Honda Finance Corporation

Date

DEALER - white LIENHOLDER - pink CLIENT - yellow

Dealer's Signature

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I. KEY TERMS

- **ADMINISTRATOR** means American Honda Finance Corporation.
- **AMERICAN HONDA** means American Honda Motor Co., Inc.
- **COMMERCIAL USE** and **COMMERCIAL PURPOSE(S)** mean any use of YOUR VEHICLE for trade or business to generate income, whether full or part time, including but not limited to: deliveries, service calls, hauling, plowing, rental, carrying passengers for hire, law enforcement, fire, ambulance or emergency services.
- **COMMERCIAL USE OPTION (NEW Plan Only)** 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.
- **EFFECTIVE DATE** and **MILEAGE** mean the date YOUR CONTRACT coverage begins and the miles on the odometer on that date. New and Certified coverage begins on the IN-SERVICE DATE and at zero miles. Pre-Owned or Powertrain coverage begins on the date YOU purchased YOUR CONTRACT and at the mileage on the odometer on that date.
- **EXPIRATION DATE** and **MILEAGE** mean the date and/or mileage when YOUR CONTRACT is no longer in force. YOUR CONTRACT expires when the number of months or accumulated mileage for the term YOU purchased, calculated from the EFFECTIVE DATE or MILEAGE is reached, whichever occurs first.
- **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.
- **IN-SERVICE DATE** means the date the VEHICLE was first put into service (*the date the VEHICLE'S original factory warranty went into effect*), not the date YOU purchased YOUR VEHICLE. The in-service date does not apply to Pre-Owned or Powertrain Contracts.
- **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, and to repair or replace any component damaged as a direct results of MECHANICAL BREAKDOWN of a covered part. 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** mean the vehicle identified on the IDENTIFICATION PAGE.
- **WE, US** and **OUR** mean the service contract provider, American Honda Protection Products Corporation, a wholly owned subsidiary of AMERICAN HONDA, P.O. Box 2225, Torrance, California 90509-2225. (888) 68-ACURA ((888) 682-2872).
- **YOU** and **YOUR** mean 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 MILEAGE and ends on the EXPIRATION DATE or MILEAGE, 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 amount YOU paid for YOUR VEHICLE.

A. PARTS

1. 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 and Cable Reel;
- **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.

2. POWERTRAIN COVERAGE: This CONTRACT covers the following parts, subject to the terms and conditions 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.

- **ENGINE:** Cylinder block and cylinder head(s) and all internal parts; intake and exhaust manifolds; oil pan and oil pump; seals and gaskets; thermostat housing and gasket; timing chain/belt (for failure only); cover, gears and pulleys; tensioner and guides; water pump, fuel pump, and engine mounts; factory installed turbocharger housing and all internal parts; valve covers, valve train, engine/powertrain control module.
- **DRIVE AXLE (FRONT AND REAR):** Drive axle housing and all internal parts; axle shafts; propeller shafts; drive shafts; wheel bearings; center support bearings; front and rear hub and bearing assemblies; seals and gaskets; retainers; universal joints; constant velocity joints, and boots.
- **TRANSMISSION:** Transmission/transaxle/transfer/differential case and all internal parts; transmission/powertrain control module; seals and gaskets; torque converter, flywheel/flex plate/ring gear, clutch master cylinder and clutch slave cylinder, transmission mounts, shift cable, seals and gaskets.

ALL NEW, PRE-OWNED, POWERTRAIN 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. This CONTRACT also provides for the reimbursement of rental expenses in the event YOUR VEHICLE is inoperable or unsafe to drive, and YOUR VEHICLE is at the dealership awaiting the delivery of parts for a covered 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 OR, COLLISION DAMAGE WAIVER CHARGES, OR OIL CHANGES.**

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C. ROAD SERVICE BENEFITS

As an additional benefit under this CONTRACT, and at no cost to YOU, YOU are enrolled as a member of Cross Country Motor Club, Inc. ("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. In most instances, service will be provided on a "sign and drive" basis at no cost to YOU (up to the specified covered limit). See YOUR CCMC membership guidelines for details.

1. Comprehensive Towing

A. NEW, PRE-OWNED, POWERTRAIN: YOU will be covered up to \$100 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 or FACTORY WARRANTY REPAIR SERVICE 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, POWERTRAIN: 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 (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., Thousand Oaks, CA 91360. 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.

III. YOUR OBLIGATIONS

A. YOU must perform maintenance services, at the proper intervals, according to the requirements of YOUR Owner's Manual, "Maintenance Minder" monitoring system, 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 MECHANICAL BREAKDOWN: Take YOUR VEHICLE to YOUR DEALER. If that is not practical, take YOUR VEHICLE 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 (888) 68-ACURA ((888) 682-2872) BEFORE INCURRING ANY REPAIR COSTS. YOU must give authorization to the repair facility for teardown to diagnose a problem. If the MECHANICAL BREAKDOWN is covered by this CONTRACT, WE will pay the reasonable cost of teardown as a part of the covered MECHANICAL BREAKDOWN, as determined by US. This CONTRACT does not cover the cost of teardown 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; 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.

POWERTRAIN COVERAGE ONLY: Parts not listed in Article II, Section A.2. of this CONTRACT, including but not limited to parts other than ACURA Genuine or AMERICAN HONDA authorized parts.

B. Expenses for any maintenance service specified in YOUR Owner's Manual; fuels, fluids, lubricants, alignments or adjustments including but not limited to wheel alignments and valve 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 Roadside 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, fallout (e.g., chemicals, tree sap), salt, hail, flood, lightning, fire, windstorm, earthquakes or other acts of nature, animal, vermin, insect or organism;
- 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; air conditioning evacuation, recharge, or recovery, unless required as part of a covered MECHANICAL BREAKDOWN.

F. Repairs performed outside the UNITED STATES or Canada.

G. Any repair, replacement or reimbursement covered by any warranty, limited warranty, dealer or repair facility guarantee, other service contract, or any insurance coverage.

H. Repairs prohibited by law or governmental authority.

I. 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 service), 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 (888) 68-ACURA ((888) 682-2872).

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- K. Any service that is recommended pursuant to recall announcements by AMERICAN HONDA that applies to YOUR VEHICLE.
 L. 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.

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-ratio based upon the time expired; or
 - A mileage pro-ratio based upon the number of miles driven.
- B. After sixty (60) days following the commencement of the CONTRACT period, YOU may cancel this CONTRACT. The refund will be the lesser amount calculated as:
1. A time pro-ratio based upon the time expired; or
 2. A mileage pro-ratio 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 Article 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, shall 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 at the following address:** American Honda Finance Corporation, P.O. Box 2225, Torrance, CA 90509-2225, Attn: Acura Care Client Services.

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.
2. **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: 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 shall be added to a refund that is not paid or credited within forty-five (45) days after return of YOUR CONTRACT to US.

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.

If YOU cancel this CONTRACT within sixty (60) days of purchase and no services have been rendered to or on behalf of YOU, the CONTRACT is void and YOU will receive a full purchase price refund, including the sales tax refund required by state law. A penalty of ten percent (10%) of any refund amount outstanding per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of YOUR CONTRACT to US. In Maine, the right to void this CONTRACT is not transferable. All other cancellation rights specified herein are transferable.

If WE cancel this CONTRACT, WE will give YOU fifteen (15) days notice of cancellation, unless cancellation is due to non-payment, material misrepresentation to the Provider or Administrator, or substantial breach of the Contract by you. If WE cancel for a reason other than nonpayment, YOUR refund will be pro rata based on time or mileage, whichever is less. YOU will not be charged a processing fee.

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 shall be added to a refund that is not paid or credited within forty-five (45) days after return of YOUR CONTRACT to US. In Missouri, the right to cancel this CONTRACT within sixty (60) days of purchase and receive a full purchase price refund is not transferable. All other cancellation rights specified herein are transferable.

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 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 shall 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.

**IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT AMERICAN HONDA FINANCE CORPORATION
 ACURA CARE CLIENT SERVICES, P. O. BOX 2225, TORRANCE, CA 90509-2225, OR CALL (888) 68-ACURA ((888) 682-2872).
 FOR ROADSIDE ASSISTANCE, PLEASE CALL (800) 594-8500.**