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INTRODUCTION

THIS VEHICLE SERVICE CONTRACT IS NOT A MECHANICAL BREAKDOWN INSURANCE CONTRACT, AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT, NOR AN EXPRESS, IMPLIED, GENERAL OR EXTENSION OF A WARRANTY. PURCHASE OF THE CONTRACT IS OPTIONAL AND IS NOT REQUIRED AS A CONDITION TO FINANCE, LEASE OR PURCHASE THE VEHICLE.

A. IMPORTANT INFORMATION:

- This CONTRACT provides for the repair or replacement of many mechanical and electrical non-maintenance parts that may experience a MECHANICAL or ELECTRICAL BREAKDOWN under normal, non-commercial use, as the result of a defect in materials or workmanship. **The coverage provided under this CONTRACT may duplicate some warranty coverage.** Please see section “IV. WHAT IS NOT COVERED”, page “9” for more details.
- During the FACTORY WARRANTY period, this CONTRACT provides rental car benefits for repairs covered under the FACTORY WARRANTY. MECHANICAL and ELECTRICAL BREAKDOWN coverage under this CONTRACT begins at the time or mileage when the FACTORY WARRANTY has expired, whichever occurs first.
- This CONTRACT booklet defines the coverage for YOUR VEHICLE. **Coverage under this CONTRACT is not subject to any error, omission, or misrepresentation whether written or verbal, on the part of any seller, vendor or individual.** Please see section “II. COVERAGE”, page “6” for more details.

B. REPAIR AUTHORIZATION:

- **Repairs claimed for coverage under this CONTRACT must be pre-approved by US before the work can be performed. Any expense(s) incurred without first receiving PRIOR AUTHORIZATION when PRIOR AUTHORIZATION is required may not be covered.** Please see section “III. YOUR OBLIGATIONS”, subsection “B. IN THE EVENT OF A BREAKDOWN”, page “8”, for more details.

C. TERM OF COVERAGE:

- **New Vehicle and Certified Additional Coverage Plans:** The coverage provided under the Honda Care New and Certified Additional Coverage plans begins on the date YOU purchased YOUR CONTACT and expires when the number of months for the plan term, calculated from when the IN-SERVICE DATE or if the stated maximum plan term mileage is reached. The IN-SERVICE DATE is defined as the date the VEHICLE was first placed in service or sold to the original retail purchaser or the date that the VEHICLE was first placed in service as a demonstrator, please see section “**I. KEY TERMS**”, page “3” for assistance with definitions.
- **Near New, Pre-owned and Certified Used Additional Coverage Plans:** The coverage provided under the Honda Care Near New, Preowned, and Certified Used Additional Coverage plans begins on the EFFECTIVE DATE and expires on the CONTRACT EXPIRATION DATE or when the VEHICLE’S odometer reaches the CONTRACT EXPIRATION MILEAGE, whichever occurs first. Both the EXPIRATION DATE and the EXPIRATION MILEAGE are identified on the CONTRACT IDENTIFICATION PAGE which is located on the inside front cover of the CONTRACT. Please see section “**I. KEY TERMS**”, page “3” for assistance with definitions.

D. CONSENT TO CONTACT YOU:

- YOU expressly consent to OUR using prerecorded/artificial voice messages, text messages and/or automatic dialing equipment while servicing YOUR account, as allowed by law. YOU agree that calls to or from US may be monitored and or recorded, as allowed by law.

I. KEY TERMS

- **AHM:** means American Honda Motor Co., Inc, P.O. Box 2225, Torrance, California 90509-2225, (800) 999-5901.
- **BRANDED or SALVAGE TITLE:** means any vehicle that has been deemed a total loss as the result of, but not limited to the following reasons: collision, fire, or flood, or the vehicle has been junked, salvaged, rebuilt, or reconstructed, if the odometer has been rolled back or tampered with, or has been subject to a manufacturer’s buyback under any state lemon law.
- **COMMERCIAL USE and COMMERCIAL PURPOSE(S):** means 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, rideshare, carrying passengers for hire, law enforcement, fire, ambulance or emergency services.

- **COMMERCIAL USE OPTION:** applies if YOU have chosen to purchase commercial coverage and its use is not excluded, within section “IV.”, subsection “C.”.
- **CONTRACT:** means this Vehicle Service Contract.
- **DEALER:** means an authorized Honda dealership.
- **DEDUCTIBLE:** means the amount of the REPAIR COST YOU must pay per visit, for the repair of one or more MECHANICAL or ELECTRICAL BREAKDOWNS covered by this CONTRACT. YOUR DEDUCTIBLE is specified on the IDENTIFICATION PAGE of this CONTRACT.
- **EFFECTIVE DATE and MILEAGE:** means the date and mileage that YOUR CONTRACT coverage begins. Coverage begins from the date YOU purchased YOUR CONTRACT and at the miles on the odometer on that date, as shown on YOUR IDENTIFICATION PAGE.
- **EXPIRATION DATE and MILEAGE:** means the date and/or mileage when YOUR CONTRACT is no longer active. The following defines when YOUR coverage ends by plan type:
 - **New and Certified Additional Coverage:** YOUR CONTRACT expires when the number of months for the plan term, calculated from the IN-SERVICE DATE is reached or if the stated maximum plan term mileage is reached, whichever occurs first.
 - **Near New, Pre-owned and Certified Used Additional Coverage:** YOUR CONTRACT expires when the number of months for the plan term, calculated from the purchase date, is reached or if the maximum plan term mileage is reached, whichever occurs first.
- **FACTORY WARRANTY:** means the AHM New Car Limited Warranty furnished to YOU at the time YOU purchased YOUR VEHICLE.
- **FACTORY WARRANTY REPAIR SERVICE:** means a repair by a DEALER of YOUR VEHICLE under the FACTORY WARRANTY.
- **IDENTIFICATION PAGE:** means the page on the inside front cover of this CONTRACT.
- **IN-SERVICE DATE:** means the date YOUR VEHICLE's AHM New Car Limited Warranty was activated and first put into service or sold to the original retail purchaser, or the date the VEHICLE was first placed in service as a demonstrator, not the date YOU purchased YOUR VEHICLE.
- **MECHANICAL and ELECTRICAL BREAKDOWN:** means the inability of a properly maintained part covered under this CONTRACT to perform the function for which it was designed, due solely to a defect in materials or workmanship. **MECHANICAL or ELECTRICAL BREAKDOWN does not**

mean the gradual reduction in operating performance due to wear and tear.

- **PRIOR AUTHORIZATION:** means the approval of the covered repair, and the approval number issued by US. In the event of a MECHANICAL or ELECTRICAL BREAKDOWN when emergency repairs must be performed by a facility other than a DEALER, **YOU must notify US and obtain PRIOR AUTHORIZATION before any repairs are performed on YOUR VEHICLE. Any expense(s) incurred without first receiving PRIOR AUTHORIZATION when PRIOR AUTHORIZATION is required may not be covered.**
- **PURCHASE PRICE:** means the total price that YOU paid for this CONTACT as shown on the IDENTIFICATION PAGE.
- **REPAIR COST:** means the part and labor expense (and taxes, if applicable) necessary to repair or replace a covered part due to a MECHANICAL or ELECTRICAL BREAKDOWN, and to repair or replace any component damaged as a direct result of a MECHANICAL or ELECTRICAL BREAKDOWN of a covered part. REPAIR COST is determined by the DEALER's regular retail parts prices up to Manufacturer's Suggested Retail Price (MSRP) and labor times as listed in the current Honda Warranty Flat Rate Manual.
- **SELLING DEALER:** means the Honda DEALER where this CONTRACT was purchased named on the IDENTIFICATION PAGE.
- **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 of this CONTRACT.
- **WE, US, OUR, and OBLIGOR:** means the service contract provider, American Honda Protection Products Corporation, a wholly owned subsidiary of AHM, P.O. Box 2225, Torrance, California 90509-2225, (800) 999-5901.
- **YOU and YOUR:** means the CONTRACT holder named on the IDENTIFICATION PAGE, as the person(s) entitled to coverage and benefits under this CONTRACT and any valid transfer

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, for repair or replacement due to a MECHANICAL or ELECTRICAL BREAKDOWN during the CONTRACT period **less any applicable DEDUCTIBLE. YOU are responsible for paying YOUR DEDUCTIBLE.** The CONTRACT period begins on the EFFECTIVE DATE and MILEAGE and ends on the EXPIRATION DATE and MILEAGE (shown on the IDENTIFICATION PAGE), whichever occurs first.

- WE will make the final decision whether to repair or replace any existing part or assembly. All parts replaced under this CONTRACT become the property of AHM.
- **OUR obligations under this CONTRACT are subject to the satisfaction of all terms and conditions herein. The limit of liability for this CONTRACT shall not exceed the following: no single claim can exceed the current retail value of YOUR VEHICLE (as determined by nationally recognized used vehicle price guides), and the aggregate total of all claims cannot exceed the amount YOU paid for YOUR VEHICLE (exclusive of tax, license, other fees, or add on accessories).**

A. PARTS:

All Honda genuine Mechanical and Electrical parts are covered by this CONTRACT, subject to the terms and conditions herein and **EXCEPT AS EXCLUDED BY SECTION "IV."** Repairs and replacements will be made with new or remanufactured Honda genuine or AHM authorized parts of like kind and quality.

B. RENTAL BENEFITS:

If YOU require alternate transportation due to a covered MECHANICAL or ELECTRICAL BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE, this CONTRACT provides reimbursement for the expense of a rental vehicle **up to \$35 per day to a maximum of six (6) days and \$210 total per repair visit.** The maximum number of days and reimbursement amount is dependent on repair time required, as shown on the table below.

- **This CONTRACT also provides for the reimbursement for 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 or ELECTRICAL 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, a DEALER, or an authorized repair facility. Reimbursement is based on the**

Honda 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	\$70
8.1 – 16.0 Hours	3	\$105
16.1 – 24.0 Hours	4	\$140
24.1 – 32.0 Hours	5	\$175
Over 32 Hours	6	\$210

- **This CONTRACT does not provide rental benefits for repairs/services performed under, but not limited to, product recalls, vehicle inspection, service bulletins, product updates, dealer or repair facility guarantees, other service contracts, or any type of insurance coverage or accident-related repairs. Rental Vehicle Reimbursement is valid only for expenses actually incurred from the date of the MECHANICAL or ELECTRICAL BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE until the date repairs are completed and is subject to the benefit allowances as specified above. COVERAGE EXCLUDES ANY EXPENSE FOR ITEMS SUCH AS MILEAGE, GASOLINE, MAINTENANCE, INSURANCE, OR COLLISION DAMAGE WAIVER CHARGES, OR OIL CHANGES.**

WE ARE NOT RESPONSIBLE FOR DELAYS ARISING FROM SITUATIONS BEYOND OUR CONTROL SUCH AS DEALER SCHEDULING OR YOUR INABILITY TO OBTAIN A RENTAL VEHICLE DUE TO RENTAL AGENCY REQUIREMENTS OR OTHER RESTRICTIONS.

III. YOUR OBLIGATIONS

A. MAINTENANCE:

YOU must perform maintenance services, at the proper intervals, according to the requirements of YOUR VEHICLE Owner's Manual or as otherwise specified by AHM. 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 to validate eligibility for coverage. Failure to perform any maintenance service(s) may result in the denial of coverage if the MECHANICAL or ELECTRICAL BREAKDOWN, could have been caused by YOUR failure to properly maintain YOUR VEHICLE.

B. IN THE EVENT OF A BREAKDOWN:

- Take **YOUR VEHICLE** to the **SELLING DEALER**. Give **YOUR CONTRACT** information to the **SELLING DEALER**. They will contact **US** for approval on **YOUR** behalf.
- If it is not practical to take **YOUR VEHICLE** to the **SELLING DEALER**, take **YOUR VEHICLE** to the nearest **DEALER** in the **UNITED STATES** or **Canada**. Give **YOUR CONTRACT** information to the **DEALER**. They will contact **US** for approval on **YOUR** behalf.
- In the event of an emergency, and both foregoing options are not possible, have **YOUR VEHICLE** taken to the nearest licensed repair facility. **YOU** must obtain **PRIOR AUTHORIZATION** from **US** by calling **TOLL FREE 1-800-999-5901 BEFORE INCURRING ANY REPAIR COSTS**. Any expense(s) incurred without first receiving **PRIOR AUTHORIZATION** when **PRIOR AUTHORIZATION** is required may not be covered.
- Should an emergency occur which requires a repair of a **MECHANICAL** or **ELECTRICAL BREAKDOWN** to be made at the time when **OUR** office is closed, follow the claim procedures outlined in Section III, B. without **PRIOR AUTHORIZATION**, and **WE** will make reimbursement to **YOU** or to the **DEALER** in accordance with the **CONTRACT** if the **MECHANICAL** or **ELECTRICAL BREAKDOWN** is covered. **YOU** must call **OUR OFFICE** as soon as office hours are available to determine if such repair will be covered by this **CONTRACT**.
- **YOU** must give authorization to the **DEALER** or repair facility for diagnosis/tear-down as necessary to diagnose a problem. If the **MECHANICAL** or **ELECTRICAL BREAKDOWN** is covered by this **CONTRACT**, **WE** will pay the reasonable cost of diagnosis/tear-down as a part of the covered **MECHANICAL** or **ELECTRICAL BREAKDOWN**. This **CONTRACT** does not cover the cost of diagnosis/tear-down if the **MECHANICAL** or **ELECTRICAL BREAKDOWN** is the result of a non-covered part or condition.
- **WE** reserve the right to inspect **YOUR VEHICLE** to gather necessary information regarding any claim presented for coverage under this **CONTRACT**.

YOU must pay any applicable **DEDUCTIBLE** to the **DEALER** or authorized repair facility.

IV. WHAT IS NOT COVERED

A. NON-COVERED PARTS, MAINTENANCE ITEMS, AND SERVICES:

YOUR VEHICLE is comprised of thousands of parts, many of which are mechanical in nature, and, therefore, eligible for coverage. The following is a listing of non-mechanical and non-electrical parts and common maintenance items, which are specifically excluded from coverage. Any part(s) not excluded below are eligible for coverage in the event they experience a covered MECHANICAL or ELECTRICAL BREAKDOWN as defined under section "I, KEY TERMS".

- 1. Any parts or accessories other than genuine Honda or AHM authorized parts.**
- 2. Any communication, navigational or audio/video entertainment systems that become unusable or unable to function as intended due to changes in content, technology or wireless service.**
- 3. Damage from improper repair or update to covered components and parts.**
- 4. Frame, body mount bushings, sub frame(s), sub frame mounting bushings, primary body structure/welded assemblies, body sub seals, weather strip, or any seal preventing water intrusion, core support, header panel, grille, hood, fenders, inner fenders, doors, rear hatch, trunk lid, tailgate, spoilers, fascia, air dams, composite panels, bumpers, bumper covers, soft or hard convertible tops, all window glass, sun roof/moon roof glass, all mirror glass (except for electronic failure of the auto-dimming mirror), all rear or side view mirror housings/frames (except for heated mirror glass failure), and brackets, outside ornamentation, emblems, garnish, moldings, roof ditch moldings, bright metal, chrome trim, stainless trim, paint (except for covered hinges painted to match the original vehicle color), headlamp housings, taillight housings, side marker lamp housings, lenses, and bezels, non-LED lighting assemblies, cosmetic failure on vehicle body or structural damage.**
- 5. Steering wheel, dash panel, dash pad, glove box door, floor or overhead consoles (except dome light failure), door and other interior panels, armrests, seat upholstery, seat padding, headliner, cargo covers/sun shades (except for failure of the retractor mechanism), sun visors (except for the sun visor support and vanity mirror), carpet, floor mats, any sound deadener, underlayment, insulation or water shields, in-vehicle vacuum system filters, canister bags, hoses, and attachments/accessories, door handles, window handles, buttons, knobs, boots, cup holders, gas, brake, and clutch pedal pads.**

6. Exhaust system head pipes, mufflers, resonators, tailpipes, hangers, heat shields, gaskets (except for exhaust manifold to cylinder head gasket), and related fastening hardware.
7. All fuel, lubricants, coolants or other fluids, or air conditioning refrigerant unless required as part of a covered MECHANICAL or ELECTRICAL BREAKDOWN.
8. Fuses, wiper blades, fuel hoses, radiator hoses, heater hoses, vacuum hoses (except for those hoses with crimped fittings), spark plugs, spark plug wires, PCV valve, belts, timing belt when replaced as routine maintenance, all filters, including but not limited to oil filters, air filters, cabin filters, fuel filters, batteries (except for nickel/metal hydride, lithium ion, and polymer lithium ion batteries used in hybrid vehicles), battery cables, clutch disc, pressure plate, throw out bearing, pilot bushing/bearing, disc brake pads, disc brake rotors, brake drums, brake and parking brake shoes.
9. All fastening/securing hardware for non-covered parts/ components – e.g., straps, nuts, bolts, studs, screws, clips, clamps, pins etc. stripped or cross threaded fasteners, and any stripped or cross threaded drain plugs.
10. Airbags deployed for any reason, seat belts (except for the seat belt latch sensor) (if YOU believe there is a defect in any of these parts, please contact a DEALER immediately).
11. Tires, wheels, valve stems, (except for electronically failed TPMS sensors, wheel covers, trim rings, center caps, wheel studs, lug nuts, wheel locks).
12. Alignments of any kind, wheel balancing, valve adjustments or any other adjustments, calibrations, tightening, updates, or reprogramming of any kind, unless required as part of a covered MECHANICAL or ELECTRICAL BREAKDOWN.

B. EVENTS AND CIRCUMSTANCES:

The following is a listing of events and circumstances that are beyond OUR control and, therefore, are **not eligible for coverage under this CONTRACT**.

1. Any expense(s) incurred without first receiving **PRIOR AUTHORIZATION** when **PRIOR AUTHORIZATION** is required will not be covered.
2. Covered parts damaged as the result of the failure of a non-covered part are not eligible for coverage.
3. Continued use of **YOUR VEHICLE** after a **MECHANICAL** or **ELECTRICAL BREAKDOWN** has occurred, when such use leads to consequential damage that could have been prevented by **YOU**.

4. **Failure to stop driving or protect YOUR VEHICLE from further damage after the oil pressure warning light/gauge or temperature warning light/gauge indicates a problem. YOU are responsible for making sure that the oil warning light/gauge and temperature warning light/gauge are functioning before driving YOUR VEHICLE. In the event a warning light/gauge indicates a problem, safely pull YOUR VEHICLE to the side of the road.**
5. **Any repair(s) where the VEHICLE's odometer has been inoperative or altered, so that it is impossible to determine the VEHICLE's actual and true mileage.**
6. **Any MECHANICAL or ELECTRICAL BREAKDOWN resulting from engine over revving, overheating, hydro lock, contaminated fluids or lubricants, improper or inadequate maintenance, lack of lubrication, run low fluid or oil condition, varnish, sludge, carbon buildup or deposits, improper programming, improper adjustments, consequential damage resulting from negligence, error, omission, improper installation/repairs, or servicing on the part of any servicing dealer, repair facility, an individual, or YOU.**
7. **Improper towing, overloading, snow plowing, wheel spin, misuse, abuse, or using the VEHICLE in any manner not recommended by AHM.**
8. **Racing, competitive driving activities, drifting, modification, alteration, tampering, disconnection, or the installation of aftermarket performance parts including but not limited to cold air intakes; strut tower braces; headers; exhaust systems; adjustable fuel rails; nitrous oxide (NOS); and/or performance/racing clutches.**
9. **Any other aftermarket part or accessory that caused or contributed to a MECHANICAL or ELECTRICAL BREAKDOWN or any structural modification that may have contributed to or caused damage to covered components.**
10. **All required or recommended maintenance services/procedures that apply to YOUR VEHICLE. Failure to maintain proper fluid levels or perform maintenance services at the proper intervals, according to the requirements of YOUR VEHICLE's Owner's Manual or as otherwise specified by AHM.**
11. **Failure to provide verifiable maintenance receipts/records, showing the date and VEHICLE mileage at the time of service. Receipts/records pertaining to covered parts requiring routine maintenance, and which sustain a MECHANICAL or ELECTRICAL BREAKDOWN, may be requested to determine eligibility for coverage.**
12. **Damage resulting from low fluid levels, or the use of any fuels, fluids or lubricants other than those specified in YOUR VEHICLE owner's manual.**

13. Any **MECHANICAL** or **ELECTRICAL BREAKDOWN** or accidental damage resulting from environmental or external causes such as: collision; fire (regardless of the cause); theft; vandalism; war; riot; explosion; volcanic eruptions; earthquakes; storms; floods; lightning; windstorm; firestorm; hail; sand; ice; freezing; hurricanes; tornados; tsunamis; seiche waves or other acts of nature; rust; corrosion; water intrusion; water leaks; acid rain; fallout; salt; tree sap; exposure to the elements; or any other cause beyond the reasonable control of the parties.
14. Damage caused by vermin (e.g., mice, rats, squirrels) or any other animal, reptiles (e.g., lizards, snakes), insects, arachnids, arthropods, and fowl.
15. Rattles, odors, water leaks, air leaks, wind noise, vibration, deterioration, discoloration, distortion, deformation and/or fading.
16. Any service that is recommended pursuant to recall announcements by AHM that applies to YOUR VEHICLE. **MECHANICAL** or **ELECTRICAL 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 **MECHANICAL** or **ELECTRICAL BREAKDOWN**.
17. Any consequential, incidental, or financial 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.
18. Cleaning, polishing, or deterioration of any part. Any item that concerns YOUR VEHICLE's general appearance, repairs to correct cosmetic flaws of any kind, or failures as the result of normal wear and tear are also excluded.
19. Any repair, replacement or reimbursement covered by any warranty, limited warranty, dealer or repair facility guarantee, other service contract, or any insurance coverage.
20. Any condition or **MECHANICAL** or **ELECTRICAL BREAKDOWN** that existed prior to the purchase of this **CONTRACT** (pre-existing conditions).
21. Any VEHICLE that has ever been declared a total loss or sold for salvage by a financial institution or insurer, or that has been issued a "SALVAGE" or "BRANDED TITLE" under any state's law.
22. If the VEHICLE's **FACTORY WARRANTY** has been voided.
23. Any repairs performed outside the **UNITED STATES** or **Canada**.
24. Repairs prohibited by law or governmental authority.

C. COMMERCIAL USE:

1. Any repair(s) if YOUR VEHICLE has been used, as determined by US, for COMMERCIAL PURPOSE(S) whether YOUR VEHICLE is licensed for COMMERCIAL PURPOSE(S) or registered to a business or corporation is prohibited, UNLESS YOU have purchased the COMMERCIAL USE OPTION (surcharge may apply).
 - This exclusion does not apply if YOU have purchased the COMMERCIAL USE OPTION, and the intended use is not specifically prohibited below:
 - Vehicles used for the following purposes are not eligible for coverage under any Honda Care Contract: Snow plowing; rental vehicle; and tow/roadside service.
2. Installation or the MECHANICAL or ELECTRICAL BREAKDOWN of any non-standard equipment or equipment used to specifically facilitate COMMERCIAL USE.

This exclusion does not apply to vehicles registered to a licensed, accredited or otherwise state approved driver's training school, and is 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 is not covered under this CONTRACT. Any damage that may result from the installation of such parts is not eligible for coverage under this CONTRACT, or any Honda Care Vehicle Service Contract.

V. CANCELLATION OF CONTRACT

YOU have the right to cancel this CONTRACT at any time for any reason subject to the terms below.

- A. On or before sixty (60) days following the CONTRACT EFFECTIVE DATE, YOU may cancel this CONTRACT and receive a full refund of the PURCHASE PRICE.
- B. After sixty (60) days following the CONTRACT EFFECTIVE DATE, or if YOU have filed a claim within the first sixty (60) days, YOU may cancel this CONTRACT and receive a pro-rata refund based on the greater of time expired or miles driven. **ALL CANCELLATION REFUNDS UNDER THIS PARAGRAPH ARE SUBJECT TO A PROCESSING FEE OF \$25.**
- C. To cancel this contract, the DEALER or US to obtain and complete a Cancellation Request Form.

- WE 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 US 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, payment of the refund according to the Finance Agreement constitutes payment to YOU, and **YOU agree that YOU have no claim against US, or the DEALER based upon such payment.**
- In the event of repossession or total loss, the lender or finance company 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.

IF CANCELED, COVERAGE CANNOT BE REINSTATED.

VI. TRANSFER OF CONTRACT

The original retail CONTRACT purchaser may transfer this CONTRACT and all rights and obligations herein to a purchaser of the VEHICLE (private party to private party) for the remainder of the original CONTRACT period.

A. TRANSFER PROCEDURES:

Provide US or the Dealer the following items:

- a. Completed TRANSFER OF CONTRACT form (see page 22)
- b. This CONTRACT.
- c. A \$50.00 transfer fee payable to US or the DEALER; and
- d. Documentation evidencing private party sale change of ownership and odometer reading (the actual miles traveled, measured by an operative, unaltered odometer) on the date of transfer.

B. TRANSFER CONDITIONS:

- a. **THIS CONTRACT CAN ONLY BE TRANSFERRED TO A PRIVATE OWNER, WITHIN 20 DAYS OF CHANGE OF VEHICLE OWNERSHIP.**
- b. **THIS CONTRACT CANNOT BE TRANSFERRED TO ANOTHER VEHICLE, TO A VEHICLE DEALER OR TO THE CUSTOMER OF A VEHICLE DEALER, OR TO A LENDER.**

VII. ARBITRATION

This CONTRACT contains a binding arbitration provision, which requires all disputes related to the CONTRACT to be resolved by arbitration and not in a

court of law. The results of any arbitration proceeding are generally final and binding on both YOU and US. Please read the following carefully as it may affect your legal rights, including the right to file a lawsuit in court.

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 send notification in writing of YOUR intent to seek arbitration at the following address:

Honda Care Contract Services
P.O. Box 2225
Torrance, CA 90509-2225

VIII. NOTICE

BY ENTERING INTO THIS CONTRACT, YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. Further, YOU are advised that there are state and federal laws that protect YOUR interests as a consumer. If a problem cannot be resolved with US, YOU may have other rights and remedies available to YOU.

If YOU have any questions regarding this CONTRACT, please contact Honda Care Contract Services at 1-800-999-5901.

For residents of all states:

Unless expressly stated otherwise herein, the obligations of the provider under this CONTRACT are backed by the full faith and credit of the provider (and are not guaranteed under a reimbursement insurance policy):

American Honda Protection Products Corporation
P.O. Box 2225
Torrance, CA 90509-2225
Attn: Honda Care Contract Services

In Colorado Nebraska and Ohio, obligations and the performance to YOU under this CONTRACT are guaranteed and insured by a policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, (866) 306-6694 [(Policy Number SFM-3000-CO-1A-1 in Colorado, SMF-6387-NE-1 in Nebraska, and SFM-3000-OH-A1 in Ohio) in Washington)]. If a covered claim or refund is not paid within sixty (60) days after proof of loss has been filed, YOU may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above.

STATE DISCLOSURES

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

penalty of 10% of the PURCHASE PRICE 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. No claims paid will be deducted from any refund owed to YOU.

For ALASKA Residents ONLY: THE PROCESSING FEE UNDER SECTION V., PARAGRAPH B., WILL NOT EXCEED 7.5% OF THE UNEARNED CONTRACT PURCHASE PRICE. If YOU cancel this CONTRACT within sixty (60) days of purchase and no services have been rendered to or on behalf of YOU, a penalty of 10% of the PURCHASE PRICE shall be added per month to a refund that is not paid or credited within forty-five (45) days after return of YOUR CONTRACT to US. If YOU cancel this CONTRACT after sixty (60) days of purchase or if services have been rendered, or if WE cancel this CONTRACT, a penalty of 10% of the unearned PURCHASE PRICE will be added per month to a refund that is not paid or credited within forty-five (45) days after return of YOUR CONTRACT to US. No claims paid will be deducted from any refund owed to YOU.

For ARIZONA Residents ONLY: All cancellation refunds after sixty (60) days are subject to an administrative expense deduction of \$25 or 10% of the purchase price of this CONTRACT, whichever is less. Any administrative expense deduction assessed will not exceed the amount of the refund due to You. Provision #20 of Section IV "WHAT IS NOT COVERED" is deleted and replaced with the following: **"Any condition or MECHANICAL or ELECTRICAL BREAKDOWN that existed prior to the purchase of this CONTRACT, if known or would have been known by visual inspection, operating, or testing of the VEHICLE.**

For ARKANSAS Residents ONLY: No claims paid will be deducted from any refund owed to YOU.

For CONNECTICUT Residents ONLY: If the term of YOUR CONTRACT is in force less than one (1) year, WE will automatically extend this CONTRACT while the VEHICLE is in OUR custody for repair. YOU may cancel this CONTRACT for any reason at any time, including if the VEHICLE is sold, lost, stolen, or destroyed. The costs of transporting YOUR VEHICLE to the dealer are not covered under this CONTRACT. YOU are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this CONTRACT. If YOU are unable to resolve any disputes arising under this CONTRACT, YOU may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at PO Box 816, Hartford, CT 06142-0816 ATTN: Consumer Affairs.

For DISTRICT OF COLUMBIA 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. The processing fee under Section V., Paragraph B., will not exceed 10% of the PURCHASE PRICE.

For GEORGIA Residents ONLY: If YOU cancel this CONTRACT within sixty (60) days of the CONTRACT EFFECTIVE DATE, YOU regardless of whether services have been rendered to or on behalf of YOU, the refund will be the full PURCHASE PRICE, less the value of any services 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. All cancellation refunds after sixty (60) days are subject to a processing fee of 10% of the unearned pro rata purchase price owed to YOU or \$25, whichever is less.

For HAWAII 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 IDAHO Residents ONLY: Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guaranty Association. No claims paid will be deducted from any refund owed to YOU.

For ILLINOIS Residents ONLY: The processing fee under Section V., Paragraph B., will not exceed ten percent (10%) of the CONTRACT PURCHASE PRICE

For INDIANA Residents ONLY: This service CONTRACT is not insurance and is not subject to Indiana insurance law.

For IOWA Residents ONLY: The processing fee under Section V., Paragraph B., will not exceed 10% of the PURCHASE PRICE. If YOU cancel this CONTRACT within sixty (60) days of the CONTRACT EFFECTIVE DATE 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 thirty (30) days after return of YOUR CONTRACT to US. In Iowa, the Insurance Commissioner is Doug Ommen, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.

For LOUISIANA Residents ONLY: This CONTRACT is not insurance, and it is not regulated by the Department of Insurance. Any concerns or complaints regarding this CONTRACT may be directed to the attorney general. 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 MAINE 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 penalty of ten percent (10%) of the PURCHASE PRICE outstanding shall be added per month to a refund that is not paid or credited within forty-five (45) days after return of YOUR CONTRACT to US.

ALL CANCELLATION REFUNDS AFTER SIXTY (60) DAYS ARE SUBJECT TO A PROCESSING FEE OF \$25 OR 10% OF THE CONTRACT PURCHASE PRICE, WHICHEVER IS LESS. The obligations of the provider under this CONTRACT are

backed by the full faith and credit of the provider and are not guaranteed under a service contract reimbursement insurance policy.

For MARYLAND Residents ONLY: If YOU cancel this CONTRACT within sixty (60) days of purchase, no claims paid will be deducted from any refund owed to YOU. If YOU cancel this CONTRACT within sixty (60) days of purchase and no services have been rendered to or on behalf of YOU, a penalty of ten percent (10%) of the price YOU paid for this CONTRACT shall be added per month to a refund that is not paid or credited within forty-five (45) days after return of YOUR CONTRACT to US. If YOU have services pending under this CONTRACT, this CONTRACT will automatically extend until the services are provided according to the terms of the CONTRACT.

For MASSACHUSETTS 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 penalty of ten percent (10%) 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 MINNESOTA 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 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. All CONTRACTS are deemed to be made in Minnesota for the purpose of arbitration.

For MISSISSIPPI 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 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. The processing fee under Section V., Paragraph B., will not exceed 10% of the PURCHASE PRICE. The obligations of the provider under this CONTRACT are backed by the full faith and credit of the provider and are not guaranteed under a service contract reimbursement insurance policy.

For MISSOURI Residents ONLY: If YOU cancel this CONTRACT within sixty (60) days of purchase and a claim has been made under this CONTRACT, WE will refund to YOU the full PURCHASE PRICE of the CONTRACT, less any claims paid. 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 within forty-five (45) days of return of YOUR CONTRACT to US. If YOU cancel this CONTRACT, WE will mail to YOU a written notice of cancellation within forty-five (45) days of the date of termination.

For NEBRASKA Residents ONLY: Any controversy or claim arising out of or relating to this CONTRACT, or a breach hereof, shall be settled by arbitration in

accordance with section "VII.", only upon mutual agreement by YOU and US.

For NEW HAMPSHIRE Residents ONLY: The processing fee under Section V., Paragraph B., will not exceed 10% of the PURCHASE PRICE. 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. Any arbitration proceeding in connection with this CONTRACT shall be governed by the Commercial Arbitration Rules of the American Arbitration Association to the extent such rules are not inconsistent with RSA 542 in which case the provisions of RSA 542 shall control. No claims paid will be deducted from any refund owed to YOU.

For NEW JERSEY 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 penalty of ten percent (10%) of the PURCHASE PRICE 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. This CONTRACT is not in the nature of a warranty as that term is legally defined and commonly understood. The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided the manufacturer, importer, or seller.

For NEW MEXICO Residents ONLY: If YOU have any concerns regarding the handling of YOUR claim under this CONTRACT, YOU may contact the Office of Superintendent of Insurance at 1-855-427-5674. The processing fee under Section V., Paragraph B., will not exceed 10% of the PURCHASE PRICE.

If YOU cancel this CONTRACT within sixty (60) days of purchase and no services have been rendered to or on behalf of YOU, any refund owed will be provided within 60 days after the CONTRACT is returned to US, or a penalty of 10% of the CONTRACT PURCHASE PRICE shall be added for each thirty (30) days or portion thereof that the refund and any accrued penalties remain unpaid.

For NEW YORK 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 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 thirty (30) days after return of YOUR CONTRACT to US.

For NORTH CAROLINA Residents ONLY: The processing fee under Section V., Paragraph B., will not exceed 10% of the pro-ration refund owed.

For OKLAHOMA Residents ONLY: This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Our Oklahoma registration number is 44199142. The processing fee under Section V., Paragraph B., will not exceed 10% of the pro ration refund owed.

For OREGON Residents ONLY: American Honda Protection Products Corporation is the obligor of this CONTRACT. Any controversy or claim arising out

of or relating to this CONTRACT shall be settled by arbitration only upon YOUR and OUR mutual agreement, in accordance with the Oregon Uniform Arbitration Act, and in YOUR county of residence or another location in Oregon mutually agreed to by YOU and US.

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. The processing fee under Section V., Paragraph B., will not exceed 10% of the pro-ration of refund owed. In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

For TEXAS Residents ONLY: If YOU cancel this CONTRACT on or before sixty (60) days following the EFFECTIVE DATE, regardless of whether services have been rendered to or on behalf of YOU, the refund will be the full PURCHASE PRICE, less the value of any services rendered to or on behalf of YOU. If YOU cancel this CONTRACT after sixty (60) days following the EFFECTIVE DATE, YOU may cancel this CONTRACT and receive a pro-rata refund based on the greater of time expired or miles driven, less the cost of any claims paid and less a processing fee of \$25.

Questions and unresolved complaints concerning providers and administrators may be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX, 78711 512-463-6599 or 800-803-9202. 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.

For UTAH Residents ONLY: This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

For VERMONT Residents ONLY: VII. ARBITRATION is not mandatory, although YOU may voluntarily choose to participate in the arbitration process. Any civil action brought in connection with this CONTRACT may be brought in the courts of VERMONT.

For VIRGINIA Residents ONLY: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

For WISCONSIN Residents ONLY: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If YOU cancel this CONTRACT within sixty (60) days of purchase and no services have been rendered to or on behalf of YOU, 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. No claims paid will be deducted from any refund owed to YOU. If there is a total loss of the VEHICLE, YOU may cancel this CONTRACT, and WE will not deduct an administrative fee from any refund owed to YOU.

THE PROCESSING FEE UNDER SECTION V., PARAGRAPH B., WILL NOT EXCEED 10% OF THE CONTRACT PURCHASE PRICE.

Any controversy or claim arising out of or relating to this CONTRACT, or a breach hereof, shall be settled by arbitration in accordance with section "VII.", only upon mutual agreement by YOU and US.

For WYOMING 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 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.

TRANSFER OF CONTRACT

To initiate this CONTRACT transfer, YOU must transfer, in writing, this CONTRACT within 20 days following the sale by YOU of the covered VEHICLE.

A \$50.00 transfer fee must be included with YOUR written notice and made payable to US or the DEALER.

The DEALER will provide notification and documentation to US. On or about 30 days after receipt of the written transfer notice and \$50.00 transfer fee, a new CONTRACT will be issued to the new owner of the VEHICLE.

Current Owner Information

Name (Please Print) _____
Address _____
City _____ State _____ Zip Code _____
Phone Number () _____

New Owner Information

Name (Please Print) _____
Address _____
City _____ State _____ Zip Code _____
Phone Number () _____
Vehicle Identification Number _____
Contract # _____
Transfer Mileage _____ **Transfer Date** _____
Authorized Seller's Signature _____
Date _____

Dealer Information

Original Selling Dealer Name _____
Dealer Number _____
Authorized Signature _____