



# CarvanaCare Subscription

APPLICATION/CONTRACT NUMBER

This document is the Application and, if accepted by the Administrator, the Vehicle Service Contract (collectively, the "Contract"). If this Application cannot be accepted by the administrator as written You will be notified of any changes to the coverage applied for within approximately 60 days. If You choose not to accept these changes to Your application for coverage or Your Vehicle does not qualify for any type of coverage Your Contract Price will be refunded.

CONTRACT HOLDER ("CUSTOMER", "YOU", "YOUR")				
CUSTOMER'S NAME				
ADDRESS		CITY	STATE	ZIP
PHONE NUMBER		EMAIL ADDRESS		
COVERED VEHICLE ("YOUR VEHICLE")				
YEAR	MAKE	MODEL		
VIN		CURRENT ODOMETER	VEHICLE PURCHASE DATE	VEHICLE PURCHASE PRICE
PRODUCER				
NAME		PHONE NUMBER	PRODUCER REPRESENTATIVE	
ADDRESS		CITY	STATE	ZIP
CONTRACT INFORMATION				
CONTRACT PERIOD		PURCHASE DATE	EFFECTIVE DATE	
MONTHLY PAYMENT		DEDUCTIBLE \$0 IN-NETWORK/\$50 OUT OF NETWORK		
		YOUR MONTHLY PAYMENT IS DUE ON THE _____ DAY OF EACH MONTH		

This coverage shall begin on the Effective Date shown above and will continue from month to month and ends with any of the following, whichever occurs first: (1) Failure to receive Your Monthly Payment by the same day of the month as the Effective Date; (2) Coverage is cancelled by You or Us in accordance with the terms and conditions of this Contract; or, (3) When the aggregate total of benefits paid or payable under this Contract exceeds the limit of Our liability under this Contract. You may cancel this Contract at any time by contacting the Producer, whose contact information is set forth above, or the administrator. The term of this Contract is inclusive of the manufacturer's warranty period and is secondary to any manufacturer or existing warranty.

I have read and understand this document. I understand that the above information is subject to verification and that the Application for coverage may be rejected or the terms of coverage may be modified if any of the above information is incorrect or if the Vehicle is ineligible for the term, coverage, or deductible applied for. **The purchase of this Vehicle Service Contract is not required to either purchase or obtain financing for the Vehicle.**

\_\_\_\_\_ *Customer Signature*

\_\_\_\_\_ *Contract Purchase Date*

\_\_\_\_\_ *Signature of Producer*



You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc. P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

## DEFINITIONS

- “We”, “Us”, “Our”, and “Administrator” mean SilverRock Automotive, Inc. This Contract is between Us and the Customer named herein.
- “Contract Period” means the total number of Terms for which this Contract may be renewed. This amount is shown in the Application.
- “Covered Part” means an item defined as a Covered Part in the Covered Parts section below.
- “Breakdown” or “Mechanical Breakdown” means that event caused by the total failure of any Covered Part to work as it was designed to work in normal service, including a total failure resulting from wear and tear or ordinary use. Please refer to the wording under exclusions for a listing of conditions under which the failure of a Covered Part is not considered a Mechanical Breakdown.
- “Monthly Payment” means the payment amount shown in the application above that You will be charged each month. You will be charged on the same day of the month of the Effective Date. If We receive Your Monthly Payment within 10 days of the due date, coverage will continue without lapse.
- “In-Network Deductible” means the amount paid by You to an In-Network Repair Facility per repair visit.
- “In-Network Repair Facility” means a repair facility in Our repair facility network. To find out if Your repair facility is an In-Network Repair Facility, please contact Us at (866) 628-3905 or visit [www.yourvehiclecare.com](http://www.yourvehiclecare.com). The determination of In-Network status is made in the sole discretion of the Administrator.
- “Out-of-Network Deductible” means the amount paid by You to an Out-of-Network Repair Facility per repair visit.
- “Out-of-Network Repair Facility” means a repair facility that is not in Our repair facility network. To find out if Your repair facility is an Out-of-Network Repair Facility, please contact the Us at (866) 628-3905 or visit [www.yourvehiclecare.com](http://www.yourvehiclecare.com). The determination of the Out-of-network status is made in the sole discretion of the Administrator.
- “Producer” means ForeverCar from whom You purchased this Contract shown in the above Application.
- “Effective Date” means the date shown in the Application and is the date coverage begins hereunder.

## YOUR OBLIGATIONS

- In order for this Contract to remain in force all maintenance and servicing, including oil and oil filter changes, must be performed as recommended by Your Vehicle’s manufacturer. You are responsible for maintaining correct levels and types of fuels, lubricants, and coolants. You must keep and make available verifiable signed service/purchase receipts which show that this maintenance has been performed within the time and mileage limits required. In addition, if You perform maintenance on Your Vehicle, You must submit itemized receipts.
- You or Your licensed repair facility are required to obtain an Administrator’s authorization number prior to beginning any repair covered by this Contract.
- You are responsible for paying the deductible indicated in the Application for each repair visit caused by a covered Mechanical Breakdown(s).
- You are responsible for authorizing and paying for any teardown or diagnosis time needed to determine if Your Vehicle has a covered Breakdown. In the event Your Vehicle requires teardown for diagnosis, the repair facility must contact the Administrator prior to beginning such teardown. If it is subsequently determined that the repair is needed due to a covered Breakdown, then We will pay for this part of the repair. **If the failure is not a covered Mechanical Breakdown, then You are responsible for this charge.**

## OUR OBLIGATIONS

If a covered Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, We will:

- Pay You or the repairer, for repair or replacement, as the Administrator deems appropriate, of the Covered Part(s) which caused the Mechanical Breakdown if You have met Your obligations as described in this Contract and if the Breakdown is not excluded under the EXCLUSIONS section of this Contract. Replacement parts can be of like kind and quality. **This may include the use of new, remanufactured, or used parts as determined by the Administrator.**
- Reimburse You for a rental car at the rate of up to \$30 for every 8 hours (or additional portion thereof) of labor time required to complete the repair. Required labor time is determined from the national repair manual in use by the repair facility within 90 days. **To receive rental benefits, You must supply Us with Your receipt from a licensed rental agency. The limit on this reimbursement is up to \$30 per day up to a maximum of \$300 per Mechanical Breakdown or series of Breakdowns related in time or cause. The Administrator is not responsible for rental costs incurred due to delays in the repair process caused by the repair facility.**
- Reimburse You for additional receipted motel and restaurant expenses up to \$75 per day for a maximum of 3 days due to the occurrence of a covered Breakdown more than 100 miles from Your home which results in a repair facility keeping Your Vehicle overnight.

## FOR EMERGENCY ROADSIDE ASSISTANCE – CALL TOLL FREE (888)300-8607

- Towing. Limit of \$75 per incident or failure related in time or cause.
- Gasoline and fluids. An emergency supply will be provided when an immediate need arises. Limit of \$75 per occurrence. You are responsible for cost of fluids delivered.
- Flat tire assistance. Removal and replacement with Your provided spare. Limit of \$75 per occurrence.
- Lock-out assistance. Service will provide for a locksmith to gain entry to Your Vehicle if the keys are locked inside. Limit of \$75 per occurrence.
- Battery jump start. A jump start will be provided when an immediate need arises due to a drained battery. Limit of \$75 per occurrence.

### WHAT TO DO IF YOU HAVE A MECHANICAL BREAKDOWN

In the event of a Mechanical Breakdown, follow this step by step procedure:

- (1) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle, turn off the engine, and have Your Vehicle towed.
- (2) Instruct Your repair facility to contact the Administrator Toll Free at (866) 628-3905 above for instructions before any repairs are started on Your Vehicle. All repair work must be performed by a licensed repair facility.
- (3) Furnish the repair facility or Administrator with such information as this Contract may reasonably require. This includes receipts for car rental charges, receipts for towing or emergency road service, and signed repair orders (indicating dates and mileage) as required by this Contract.
- (4) If Your Vehicle requires an emergency repair outside of the Administrator's normal business hours, You must follow all Contract guidelines and retain any replaced parts for the Administrator's inspection. You must contact the Administrator the next business day for instructions on submitting the claim. For an emergency repair to a Covered Part Your claim will not be denied solely for lack of prior authorization.
- (5) Absent prior written approval by the Administrator, all claim documentation must be received by the Administrator within ninety (90) days of the claim authorization date.

### SYSTEM - COVERED PARTS

REPAIRS ON ALL ASSEMBLIES AND PARTS ARE COVERED ON YOUR VEHICLE WITH THE EXCEPTION OF THE FOLLOWING LISTED ITEMS:

- PAINT/CARPETING
- TRIM
- MOLDING/BUMPERS
- BRIGHT METAL
- UPHOLSTERY
- BRAKE ROTORS & DRUMS
- BATTERIES
- FRAME OR STRUCTURAL SEPARATION
- LENSES
- LIGHT BULBS/HEADLIGHTS
- STRUTS/SHOCK ABSORBERS OR SUSPENSION AIR BAGS
- BODY PANELS
- CANVAS, VINYL, OR FABRIC TOP
- GLASS
- FIBERGLASS OR CONVERTIBLE TOP
- TIRES, WHEELS, AND WHEEL COVERS
- PHYSICAL DAMAGE
- NORMAL FLUID/OIL/LUBRICANT SEEPAGE
- ANY REPOSITIONING, REFITTING, OR REALIGNING
- EXHAUST SYSTEM
- CATALYTIC CONVERTER
- CLUTCH FRICTION DISCS
- ALL MAINTENANCE SERVICES AND ITEMS SUCH AS ALIGNMENTS, WHEEL BALANCES, ENGINE TUNEUPS, SPARK/GLOW PLUGS, BRAKE PADS, LININGS & SHOES, FILTERS, LUBRICANTS, COOLANTS, AND BELTS

### EXCLUSIONS - WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER

This Contract provides no benefits or coverage and We have no obligation under this Contract for:

- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by improper types or quantities of or contamination or lack of proper fuels, fluids, coolants, refrigerants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner.
- A Breakdown caused by towing a trailer, another Vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
- Repair of any parts during a covered repair which are not necessary to the completion of the covered repair. Such replacement is considered betterment and is not covered by this Contract.
- A Breakdown which occurred prior to Your purchase of Your Vehicle that would have been obvious and apparent if that component was inspected at time of purchase.
- A Breakdown caused by or involving modifications or additions to Your Vehicle unless those modifications or additions were performed or recommended by the manufacturer.
- A Breakdown caused by or involving off-roading, misuse, abuse, lift kits, lowering kits, oversize or undersize tires, racing components, racing or any form of competition.
- Any repair which would normally be provided by the Vehicle manufacturer, a repair shop or part supplier under warranty.
- Costs or other damages caused by the failure of or to a part not listed as a Covered Part.
- Damage to the Vehicle caused by continued Vehicle operation after the failure of a Covered Part.
- Any liability, cost or damages You incur or may incur to any third parties other than for Administrator approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.
- A Breakdown caused by overheating, rust, corrosion, restricted oil or coolant passages, restricted filters or physical damage.
- A Breakdown caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting Your Vehicle.
- A Breakdown not occurring in the United States or Canada.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.



- **Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.**
- **Any cost or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.**
- **Any part not covered by, or excluded by, the original Vehicle manufacturer's warranty.**
- **Repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that Covered Part has not exceeded the field tolerances allowed by the Vehicle's manufacturer.**

## VEHICLE SERVICE CONTRACT TERM

This term is this contract one month (a "Contract Term"). The initial Contract Term begins on the Effective Date and automatically renews as a Contract Term on a monthly basis (collectively, the "Coverage Period") provided that this Contract does not terminate upon the earliest of the following to occur: (a) Failure to receive Your Monthly Payment by the same day of the month as the Effective Date; (b) Coverage under this Contract is cancelled by You or Us in accordance with the terms and conditions of this Contract; or (c) When the aggregate total of benefits paid or payable under this Contract exceeds the limit of Our liability under this Contract. This Contract must continue without any lapse in payment during the Contract Period for You to receive coverage.

Should this Contract be terminated for failure to receive Your Monthly Payment, the Administrator, in its sole discretion, may reinstate this Contract. To reinstate the Contract, You must notify the Producer of Your intent to reinstate and pay a \$25.00 reinstatement fee within 20 days of termination for nonpayment.

## YOUR RIGHT TO CANCEL THIS CONTRACT

You may cancel this Contract at any time. To cancel this Contract, contact the Producer. The Producer will provide cancellation assistance. You may also provide written notice of cancellation to the Administrator. You must include a copy of this Contract with Your request for cancellation. Notification to cancel shall start only upon the Producer's or Administrator's receipt of Your complete cancellation documentation.

## OUR RIGHT TO CANCEL THIS CONTRACT

We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown under the following circumstances:

- Your Vehicle is used for commercial purposes, including, but not limited to, business, deliveries, construction, or commercial hauling; Your Vehicle is used as a postal vehicle, taxi, police, or other emergency vehicle; You rent or lease Your Vehicle to someone else; Your Vehicle is equipped to or used to plow snow; You are using or have used or modified Your Vehicle in a manner which is not recommended by the Vehicle manufacturer.
- Misrepresentation or Fraud. Any material misrepresentation or fraud by You.
- Non-Payment. You fail to pay all of the consideration and amounts due under this Contract, for any reason.

## CANCELLATION REFUNDS

If You request a cancellation:

- **Prior to the Effective Date and have not incurred or filed any claim**, then You shall receive a refund of the full Monthly Payment.
- **After the Effective Date or after You have filed a claim**, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and an administrative fee \$25.00 that We will charge and retain.

If We cancel this Contract for any reason listed herein other than Your nonpayment, You shall be entitled to a pro rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid.

## TRANSFERRABILITY

This Contract is non-transferable. Notwithstanding the foregoing, in the event of Your death during the Contract Period, coverage under this Contract will be available to Your spouse, domestic partner or legal representative, provided that they comply with all other terms and conditions of this Contract.

## OTHER IMPORTANT CONTRACT PROVISIONS

In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. However, this is not an insurance contract. The obligations of SilverRock Automotive, Inc. under this Contract are backed by the full faith and credit of SilverRock Automotive, Inc.

The Producer agrees that all sums paid by You under the terms of this Contract, excluding a commission earned by the Producer shall be submitted on Your behalf to the Administrator and others for the purpose of assuring the payment of Your claims under this Contract. If this Contract is cancelled, the Producer is responsible for refunding any unearned part of the commission.

The aggregate total of Our liability for all benefits paid or payable during Coverage Period shall not exceed the actual cash value of Your Vehicle at time of the Effective Date. Our limit of liability for any Breakdown or series of Breakdowns related in time or cause shall not exceed the actual cash value of Your Vehicle according to current National Auto Dealers Association (N.A.D.A.) standards at the time of Breakdown. If the N.A.D.A. standards for Your Vehicle are not available or widely recognized in Your geographic area, the Administrator may use another market retail valuation method.



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After You receive any benefits under this Contract, We are entitled to all Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights. You also agree to cooperate and help Us in any other matter concerning this Contract.

This Contract contains the complete agreement between the You and Us and is not valid unless signed by the Customer.

This Contract will terminate when You sell Your Vehicle or when this Contract is cancelled as outlined in this Contract or when Your Vehicle reaches the end of the Contract Period.

Coverage afforded under this Contract is not guaranteed by Your state's property and casualty insurance guaranty association.

You agree that We may use the information We collect about You for lawful business purposes, including, without limitation, to analyze trends and to otherwise administer this Contract; and You further agree that We may share data about You for any lawful business purpose, including with Our affiliates who may use it to offer You new products or improve the services offered.

If any provision of this Contract or later written modification of this Contract (if any) is determined to be void or otherwise unenforceable, in whole or in part, the remainder of this Contract shall remain enforceable and in full force and effect, except as noted above.

## DISPUTE RESOLUTION

*Governing Law:* Any dispute that arises with respect to this Contract shall be resolved in accordance with the Federal Arbitration Act (the "FAA").

*Complaint Process:* If You have a complaint with Our services under this Contract, please contact Customer Service at (888) 418-1212.

*Arbitration:* If You and We have a dispute that You and We are unable to resolve, You and the Administrator agree to binding arbitration, using the American Arbitration, or small claims court, instead of through courts of general jurisdiction. **YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award. The provisions of this Arbitration subsection (collectively, "Arbitration Agreement") shall survive the termination of this Contract. If You or We intend to seek arbitration, You and We must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to Us should be addressed to: Legal Department, SilverRock Automotive, P.O. Box 29087, Phoenix, AZ 85038-9087. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within 30 days of receipt of the Notice, You may send a demand for arbitration to either of the following:

American Arbitration Association (AAA)  
 13455 Noel Road, Suite 1750  
 Dallas, TX 75240  
 www.adr.org  
 (972) 702-8222

The applicable rules of the arbitration forum You select will apply. You are giving up Your right to a trial by jury or class action or similar relief. You have all other rights and remedies under applicable law.

You and We will pay the filing, arbitrator, and other administrative fees in accordance with the rules and procedures of the American Arbitration Association. If You cannot afford to pay Your portion of the filing, arbitrator or other administrative fees and cannot obtain a waiver of such fees from the Arbitration Administrator, We will pay them for You at Your written request up to the amount of \$2,500. We will pay any additional fees as applicable by law. The arbitration will occur at the closest federal judicial district to where You live.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** The foregoing sentence does not apply to any such lawsuit filed against Us in court by a state or federal government agency even when such agency is seeking relief on behalf of a class including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency. Unless You and We agree otherwise, the arbitrator may not consolidate the dispute of another person with Your or Our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void. Judgment on the arbitrator's award may be entered in any court with jurisdiction. Otherwise, the award shall be kept confidential. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the claims exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the Arbitration Administrator.

You have the right to reject this Arbitration Agreement, in which event neither You nor We will have the right to require arbitration of any disputes. Rejection of this Arbitration Agreement will not affect any other aspect of Your Contract. In order for You to reject this Arbitration Agreement, We must receive a signed writing ("Rejection Notice") from You within 30 days of the Effective Date, stating that You reject this Arbitration Agreement. The Rejection Notice must include Your name, address and Contract Number and must be mailed to Us at: SilverRock Automotive, Inc., P.O. Box 29087, Phoenix, AZ 85038-9087 by certified mail, return receipt requested. Upon receipt of Your Rejection Notice, We will refund Your postage cost. If You reject this Arbitration Agreement, that will not constitute a rejection of any other arbitration agreement between You and Us.



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## STATE SPECIFIC REQUIREMENTS

### ALABAMA

The following sentences are added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least five (5) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of a Monthly Payment when due or material misrepresentation by You to Us in relation to Your Vehicle or its use.

The following bullet point is added to CANCELLATION REFUNDS in the event that You request a cancellation:

- A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.

### ALASKA

The following is added to CANCELLATION REFUNDS in the event that We cancel this Contract:

If We cancel this Contract, Your refund or credit to Your account will be made within 45 days after the return of the Contract to Us. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after Our cancellation of this Contract.

The following is added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel the Contract, We will mail a written notice to You at Your last known address contained in Our records at least five (5) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of a Monthly Payment when due or fraud or material misrepresentation by You to Us in obtaining this Contract or in pursuing a claim under this Contract.

### ARIZONA

The following is added to EXCLUSIONS – WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER:

- **No exclusion shall apply to pre-existing conditions if such conditions were known or should reasonably have been known by Us or Producer.**

The following is added to OUR RIGHT TO CANCEL THIS CONTRACT:

We may not cancel this contract for preexisting conditions that were known or that reasonably should have been known by Us or the Producer, prior use or unlawful acts relating to this Contract, misrepresentations by Us or the Producer.

The administrative fee that We will charge and retain under the second (2<sup>nd</sup>) bullet point of CANCELLATION REFUNDS will not exceed the lesser of \$25.00 or 10% of the amount paid for the Contract Term.

Under DISPUTE RESOLUTION, the following language is added to the “Arbitration Agreement”:

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. § 20-1095.09, Unfair Trade Practice as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15<sup>th</sup> Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contracting the Consumer Protection Division of the A.D.I.F.I. at 800-325-2548.

### ARKANSAS

The bullet points under CANCELLATION REFUNDS are deleted and replaced by the following:

- **Within 30 days of Your purchase of the Contract, and have not made a claim**, then You will receive a refund of the full Monthly Payment, less a cancellation fee of \$25.00 that We will charge and retain.
- **At any other time**, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and an administrative fee of \$25.00 that We will charge and retain.

### CALIFORNIA

If any promise made in this Contract has been denied or has not been honored within 60 days after Your request, You may contact the California Department of Insurance at 1-800-927-4357 or access the department’s Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)). We are licensed by the department, doing business as SilverRock Automotive Insurance Solutions, under License Number 0L29654.

The fifth (5<sup>th</sup>) bullet point under EXCLUSIONS – WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER is deleted and replaced by the following:

- **A Breakdown which occurred prior to Your purchase of Your Vehicle.**

The section captioned YOUR RIGHT TO CANCEL THIS CONTRACT is deleted and replaced by the following:

You may cancel this Contract at any time. You may begin the process of cancellation of this Contract by providing a signed and dated written request to the Producer or Administrator as indicated below.

- **Full Refund.** You are entitled to a full refund if: (1) You contact and provide a written notice of cancellation to the Administrator within the first sixty (60) days after the Contract Purchase Date (indicated above), and (2) if You have not filed a claim against the Contract.
- **Prorated Refund.** You are entitled to a prorated refund: (1) if You contact and provide a written notice of cancellation to the Administrator at any time after sixty (60) days after the Contract Purchase Date, from such refund a cancellation fee shall be deducted from the calculated prorated refund, and such cancellation fee shall be the lesser of: (a) 10% of the Monthly Payments received by Us, or (b) \$25; or (2) You (i) contact and provide a written notice of cancellation to the Administrator as indicated below within the first sixty (60) days after the Contract Purchase Date, and (ii) have filed a claim against the Contract. In either event that this Contract is cancelled by You, then the refund calculation will be calculated on as the ratio of the Contract Term remaining to the original Contract Term covered.

The section captioned OUR RIGHT TO CANCEL THIS CONTRACT is deleted and replaced by the following:

We reserve the right to cancel this Contract and will not pay for a Breakdown if:

- **Within 60 Days.** Within sixty (60) days of the Contract Purchase Date (indicated above), We may cancel this Contract, for any reason, provided that all of the following conditions have been met: (a) We shall mail notice of cancellation to You at the last known address You provided to Us, unless cancellation is



VSC SUB (SR-CV-MuSt) 10-2020

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for non-payment of a Monthly Payment when due, postmarked before the 61st day after the Contract Purchase Date, (b) You shall be provided, within thirty (30) days of the date of cancellation, with a full refund equal to the Monthly Payments received by Us; provided however, if We have paid a claim on Your behalf or have advised in writing that We will pay a claim on Your behalf, then such refund shall be prorated based upon the lesser of (1) the ratio of the Contract Term remaining to the original Contract Term covered, or 2) the ratio of the miles remaining to the original miles covered, less the amount of any claims paid prior to cancellation, (c) this Contract shall cease to be valid no less than five (5) days after the postmark date of the cancellation notice, and (d) the cancellation notice shall state the grounds for cancellation.

- **Non-Payment.** You fail to pay all of the consideration and amounts due under this Contract, for any reason, provided that all of the following conditions have been met: (a) We shall mail notice of cancellation to You at the last known address You provided to Us, (b) any refund due to You shall be paid by Us to You within thirty (30) days of the date of cancellation, (c) this Contract shall cease to be valid no less than five (5) days after the postmark date of the cancellation notice, and (d) the cancellation notice shall state the grounds for cancellation.
- **Misrepresentation or Fraud.** We may, at any time, cancel this Contract for any material misrepresentation or fraud by You, provided that all of the following conditions have been met: (1) notice of cancellation shall have been mailed to You, (2) any refund due to You shall be paid by Us within thirty (30) days of the date of cancellation, and (3) the cancellation notice shall state the grounds for cancellation.

If We cancel this Contract, We will be obligated for any claim properly reported to Us if such claim is: (i) reported prior to the effective date of cancellation, and (ii) is covered by this Contract (for the purpose hereof, You shall have been deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim).

If We cancel this Contract for non-payment, misrepresentation, or fraud, You will be provided with a prorated refund based upon the ratio of the Monthly Term remaining to the original Monthly Term covered less the amount of any claims paid prior to cancellation.

The section captioned CANCELLATION REFUNDS is deleted without replacement, as the subject thereof is addressed under YOUR RIGHT TO CANCEL THIS CONTRACT and OUR RIGHT TO CANCEL THIS CONTRACT.

#### CONNECTICUT

The Contract Term shall be extended while Your Vehicle is in Our custody for repair under this Contract.

The following sentences are added to DISPUTE RESOLUTION:

The State of Connecticut has established a process to settle disputes arising from service agreements as outlined in R.C.S.A. §§ 42-260-1 to 5. If You purchase this Contract and it is governed by Connecticut law, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Monthly Payment, the cost of the Breakdown and a copy of this Contract.

#### DISTRICT OF COLUMBIA

The bullet points under CANCELLATION REFUNDS, in the event that You request a cancellation, are deleted and replaced by the following:

- **Within 30 Days of Mailing or 30 Days of Delivery of this Contract to You, and no claim has been made,** this Contract shall be void and We will refund to You the full Monthly Payment for this Contract. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.
- **After 30 Days of Mailing or 30 Days of Delivery of this Contract to You, or after You have made a claim,** then You will receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and an administrative fee that We will charge and retain which is the lesser of \$25.00 or 10% of the gross Monthly Payment.

#### GEORGIA

Under DISPUTE RESOLUTION, any arbitration shall be nonbinding.

#### HAWAII

The following is added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least five (5) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of a Monthly Payment when due, a material misrepresentation by You to Us, or a substantial breach of duties by You under this Contract relating to Your Vehicle or its use.

The following bullet point is added to CANCELLATION REFUNDS, in the event that You request a cancellation:

- A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.

#### IDAHO

The bullet points under CANCELLATION REFUNDS, in the event that You request a cancellation, are deleted and replaced by the following:

- **Within 30 days of the Contract Purchase Date, and a claim has not been incurred or filed,** then You will receive a refund of the full Monthly Payment less a cancellation fee of \$25.00 that We will charge and retain.
- **At any other time,** then You will receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and an administrative fee of \$25.00 that We will charge and retain.

Coverage afforded under this Contract is not guaranteed by the Idaho insurance guaranty association.

#### ILLINOIS

The bullet points under CANCELLATION REFUNDS, in the event that You request a cancellation, are deleted and replaced by the following:

- **Within 30 days after the Contract Purchase Date, and no service has been provided,** then You will receive a refund or credit to Your account of the full Monthly Payment, less a cancellation fee that We will charge and retain. The cancellation fee will be the lesser of \$25.00 or 10% of the Monthly Payment.
- **At any other time,** then You will receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less the value of any service received and a cancellation fee that We will charge and retain. The cancellation fee will be the lesser of \$25.00 or 10% of the Monthly Payment.

## IOWA

Under the first (1<sup>st</sup>) bullet point of OUR OBLIGATIONS, if in order to fulfill Our obligations under this Contract We require the use of used parts in the repair of Your Vehicle We will obtain Your prior written authorization unless any rebuilt parts comply with all of the following criteria as applicable:

- (1) The parts have been dismantled and reconstructed as necessary.
- (2) All of the internal and external parts have been cleaned and made free from rust and corrosion.
- (3) All impaired, defective, or substantially worn parts have been restored to a sound condition or replaced with new, rebuilt, or unimpaired used parts.
- (4) All rewinding or machining or other necessary operations have been performed.
- (5) The rebuilt parts have been put in working condition, using, as minimum standards, the manufacturer's performance specifications in existence when the parts were originally manufactured if those specifications are publicly available.

The following sentences are added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at least fifteen (15) days before the date of termination. Prior notice is not required if the reason for cancellation is nonpayment of a Monthly Payment when due, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You relating to Your Vehicle or its use.

Under CANCELLATION REFUNDS, in the event that You request a cancellation,

- The administrative fee that We will charge and retain under the second (2<sup>nd</sup>) bullet point of CANCELLATION REFUNDS will not exceed the lesser of \$25.00 or 10% of the Monthly Payment.
- The following bullet point is added:
  - **Within 20 Days of Mailing or 10 Days of Delivery of this Contract to You, and no claim filed**, then this Contract shall be void and We will refund to You the full Monthly Payment for this Contract. A 10% penalty per month will be added to a refund that is not paid or credited within 30 days after the return of this Contract to Us.

You may address questions regarding this Contract to the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315.

## LOUISIANA

The following sentences are added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of Monthly Payment, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to Your Vehicle or its use.

The following bullet point is added to CANCELLATION REFUNDS, in the event that You request a cancellation:

- A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.

This Contract is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints regarding this Contract may be directed to the Attorney General.

## MAINE

The following sentence is added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days prior to cancellation by Us.

The section captioned CANCELLATION REFUNDS is deleted and replaced by the following:

If You request a cancellation:

- **Within 20 Days of Mailing or 10 Days of Delivery of this Contract to You, and no claim has been made**, then this Contract shall be void and We will refund to You or the lienholder if You financed the purchase of this Contract the full Monthly Payment and any sales tax refund required pursuant to state law. A 10% penalty of the amount outstanding per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.
- **Any other time, or a claim has been made**, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and an administrative fee that We will charge and retain. The administrative fee will be the lesser of \$25.00 or 10% of the Monthly Payment.

If We cancel this Contract for a reason other than nonpayment of a Monthly Payment when due, We will refund to You 100% of the unearned pro rata provider fee, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less any claims paid and an administrative fee that We will charge and retain. The administrative fee will be the lesser of \$25.00 or 10% of the Monthly Payment.

## MARYLAND

The following bullet point is added to CANCELLATION REFUNDS, in the event that You request a cancellation:

- A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.

This Contract is extended automatically if We fail to perform the services covered under this Contract. This Contract does not terminate until the services are provided in accordance with the terms of this Contract.

If We are unable to fulfill the terms of this Contract within ten (10) days after the date on which We are required to perform Our obligations under this Contract, We will provide on Your request a brief written explanation of the reasons for the delay.

## MASSACHUSETTS

The following bullet point is added to CANCELLATION REFUNDS, in the event that You request a cancellation:

- A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.

NOTICE TO PURCHASER: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS



COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS SERVICE AGREEMENT.

#### MINNESOTA

The following sentences are added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days before cancellation by Us. Five (5) days' notice will be given if the reason for cancellation is nonpayment of a Monthly Payment when due, a material misrepresentation by You to Us, or a substantial breach of duties by You relating Your Vehicle or its use.

The bullet points under CANCELLATION REFUNDS, in the event that You request a cancellation, are deleted and replaced by the following:

- **Within 20 Days of Mailing or 10 Days of Delivery of this Contract to You, and no claim has been made**, then this Contract shall be void and We will refund to You or credit to Your account the full Monthly Payment for this Contract. A 10% penalty of the amount outstanding per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.
- **Any other time, or a claim has been made**, then You will receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and an administrative fee \$25.00 that We will charge and retain.

#### MISSISSIPPI

The section captioned OUR RIGHT TO CANCEL THIS CONTRACT is deleted and replaced by the following:

We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown in instances of nonpayment of a Monthly Payment when due, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to Your Vehicle or its use.

The bullet points under CANCELLATION REFUNDS, in the event that You request a cancellation, are deleted and replaced by the following:

- **Within 20 Days of Mailing or 10 Days of Delivery of this Contract to You, and no claim has been made**, then this Contract shall be void and We will refund to You or credit to Your account the full Monthly Payment for this Contract. A 10% penalty of the amount outstanding per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.
- **Any other time, or a claim has been made**, if for reason other than nonpayment of a Monthly Payment when due, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and an administrative fee that We will charge and retain. The administrative fee will be the lesser of \$25.00 or 10% of the Monthly Payment.

The section captioned DISPUTE RESOLUTION is deleted and replaced by the following:

*Complaint Process.* If You have a complaint with Our services under this Contract, please contact Customer Service at (888) 418-1212.

#### MISSOURI

The following is added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You within forty-five (45) days of the date of termination by Us.

The bullet points under CANCELLATION REFUNDS, in the event that You request a cancellation, are deleted and replaced by the following:

- **Within 20 Days of Mailing or 20 Days of Delivery of this Contract to You, and no claim has been made**, then this Contract shall be void and We will refund to You or credit to Your account the full Monthly Payment for this Contract. A 10% penalty of the amount outstanding per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.
- **Within 20 Days of Mailing or 20 Days of Delivery of this Contract to You, and a claim has been made**, then We will refund to You or credit to Your account the full Monthly Payment for this Contract less any claims that have been paid.
- **Any other time**, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and an administrative fee \$25.00 that We will charge and retain.

#### MONTANA

The following is added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least five (5) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of a Monthly Payment when due, material misrepresentation by You to Us, or substantial breach of duties by You relating to Your Vehicle or its use.

#### NEBRASKA

The section captioned DISPUTE RESOLUTION is deleted and replaced by the following:

*Complaint Process.* If You have a complaint with Our services under this Contract, please contact Customer Service at (888) 418-1212.

#### NEVADA

Under OUR RIGHT TO CANCEL THIS CONTRACT, the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) bullet points are deleted and replaced by the following:

- If You have had 70 days of continuous coverage under this Contract, We may only cancel this Contract before expiration of the Contract Term or one (1) year after the Effective Date, whichever occurs first, for the following reasons:
  - Failure by You to pay an amount when due;
  - Conviction of You of a crime that results in an increase in the service required under this Contract;
  - Discovery of fraud or material misrepresentation by You in obtaining this Contract or in presenting a claim for service under this Contract;
  - Discovery of either of the following if it occurred after the Effective Date and substantially and materially increased the service required under this Contract: (a) an act or omission by You, or (b) a violation by You of any condition of this Contract; or
  - A material change in the nature or extent of the required service or repair which occurs after the Effective Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was issued or sold.

If We cancel this Contract in accordance with this second (2<sup>nd</sup>) bullet point, such cancellation will become effective fifteen (15) days after the notice of cancellation is mailed to You or at such later date as expressly indicated in the notice.



# CarvanaCare Subscription

APPLICATION/CONTRACT NUMBER

The bullet points under CANCELLATION REFUNDS, in the event that You request a cancellation, are deleted and replaced by the following:

- **Within 20 Days of Mailing or 10 Days of Delivery of this Contract to You, and no claim has been made**, then this Contract shall be void and We will refund to You or credit to Your account the full Monthly Payment for this Contract. This refund will be made within 45 days after You return this Contract to Us. If We fail to refund the Monthly Payment within that time, We will pay You a penalty of 10 percent of the Monthly Payment for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid.
- **Any other time**, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term less claims paid and an administrative fee of \$25.00 that We will charge and retain.

## NEW HAMPSHIRE

The following sentence is added to DISPUTE RESOLUTION:

This section is subject to New Hampshire RSA 542.

In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire insurance department at (800) 852-3416 or in writing to 21 South Fruit Street, Suite 14, Concord, NH 03301.

## NEW JERSEY

The following sentences are added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address, at least five (5) days prior to the effective date of the cancellation, containing the reason for the cancellation and the effective date of the cancellation. A written notice will not be required if the reason for cancellation is nonpayment of a Monthly Payment when due, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning Your Vehicle or its use.

The following bullet point is added to CANCELLATION REFUNDS, in the event that You request a cancellation:

- We will also pay a 10% per month penalty, based on the Monthly Payment, if the refund or credit is not completed within 45 days of cancellation of this Contract.

## NEW MEXICO

Under OUR RIGHT TO CANCEL THIS CONTRACT, the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) bullet points are deleted and replaced by the following:

- If You have had 70 days of continuous coverage under this Contract, We may only cancel this Contract before expiration of a subsequent Contract Term or one (1) year after the Effective Date for the following reasons:
  - Failure by You to pay an amount when due;
  - Conviction of You of a crime that results in an increase in the service required under this Contract;
  - Discovery of fraud or material misrepresentation by You in obtaining this Contract or in presenting a claim for service under this Contract; or
  - Discovery of either of the following if it occurred after the Effective Date and substantially and materially increased the service required under this Contract: (a) an act or omission by You, or (b) a violation by You of any condition of this Contract.

If We cancel this Contract in accordance with this second (2<sup>nd</sup>) bullet point, such cancellation will become effective fifteen (15) days after the notice of cancellation is mailed to You or at such later date as expressly indicated in the notice.

Under CANCELLATION REFUNDS, in the event that You request a cancellation, the second (2<sup>nd</sup>) bullet point is deleted and replaced by the following:

- **After the Effective Date or after You have filed a claim**, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and an administrative fee that We will charge and retain. The administrative fee will be the lesser of \$25.00 or 10% of the Monthly Payment.
- If We fail to make a refund or credit Your account within 60 days after this Contract is returned, We will pay You a penalty of 10% of the Monthly Payment for each thirty-day period or portion thereof that the refund and any accrued penalties remain unpaid.

## NEW YORK

The following is added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of a Monthly Payment when due, a material misrepresentation, or a substantial breach of duties by You relating to Your Vehicle or its use.

The following bullet point is added to CANCELLATION REFUNDS, in the event that You request a cancellation:

- **Within 20 Days of Mailing or 10 Days of Delivery of this Contract to You, and no claim filed**, then this Contract shall be void and We will refund to You the full Monthly Payment for this Contract. A 10% penalty per month will be added to a refund that is not paid or credited within thirty (30) days after the return of this Contract to Us.

## NORTH CAROLINA

The second (2<sup>nd</sup>) bullet point under CANCELLATION REFUNDS, in the event that You request a cancellation, is deleted and replaced by the following:

- **After the Effective Date or after You have filed a claim**, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and the lesser of an administrative fee that We will charge and retain. The administrative fee will be the lesser of \$25.00 or 10% of the pro-rata refund amount.

The section captioned TRANSFERRABILITY is deleted and replaced by the following:

You may assign this Contract to a subsequent purchaser before expiration of coverage if the subsequent purchaser meets the same criteria for Contract acceptability as You. In the event of Your death during the Contract Period, coverage under this Contract will be available to Your spouse, domestic partner or legal representative, provided that they comply with all other terms and conditions of this Contract.



VSC SUB (SR-CV-MuSt) 10-2020

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc.  
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905



# CarvanaCare Subscription

APPLICATION/CONTRACT NUMBER

## OKLAHOMA

This Contract is not issued by the manufacturer or a wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

The section captioned DISPUTE RESOLUTION is deleted and replaced by the following:

*Complaint Process.* If You have a complaint with Our services under this Contract, please contact Customer Service at (888) 418-1212.

The following language is added to the section captioned OTHER IMPORTANT CONTRACT PROVISIONS:

Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Our Oklahoma Identification Number is 508646571.

## OREGON

The following language is added to the section OTHER IMPORTANT CONTRACT PROVISIONS:

SilverRock Automotive, Inc. is the obligor under this Contract.

The section captioned DISPUTE RESOLUTION is deleted and replaced by the following:

*Complaint Process.* If You have a complaint with Our services under this Contract, please contact Customer Service at (888) 418-1212.

## SOUTH CAROLINA

The following sentences are added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of a Monthly Payment when due, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to Your Vehicle or its use.

The following bullet point is added to CANCELLATION REFUNDS, in the event that You request a cancellation:

- A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.

In the event of a dispute with Us, you may contact the South Carolina Department of Insurance, at Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

## TEXAS

The following is added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least five (5) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of a Monthly Payment when due, fraud or a material misrepresentation by You to Us or the Administrator, or a substantial breach of a duty by You relating to Your Vehicle or its use.

The bullet points under CANCELLATION REFUNDS, in the event that You request a cancellation, are deleted and replaced by the following:

- **Before the 31st day after the Contract Purchase Date**, then You will receive a refund or credit to Your account the full Monthly Payment, decreased by the amount of any claims paid under this Contract.
- **At any other time**, then You will receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, decreased by the amount of any claims paid under this Contract and a cancellation fee of \$25.00 that We will charge and retain.
- If We do not pay Your refund or credit Your account before the 46th day after the date notice of cancellation is received by Us, We will pay to You a penalty equal to 10% of the amount outstanding for each month that an amount remains outstanding. This penalty is in addition to Your refund.

This Contract is regulated by the Texas Department of Licensing and Regulation ("TDLR"). We are registered with the TDLR under Provider Reg. No. 693 and Administrator Reg. No. 251. Unresolved complaints concerning Us or questions concerning the regulation of service contract providers and administrators may be addressed to the TDLR at P.O. Box 12157, Austin, TX 78711, (800) 803-9202, (512) 463-6599.

## UTAH

The bullet points under OUR RIGHT TO CANCEL THIS CONTRACT are deleted and replaced by the following:

- **Less than 60 days after the Effective Date**, We may cancel this Contract at any time for any reason, if this Contract has not been previously renewed and if this Contract has been in effect for less than sixty (60) days when the written notice of cancellation is mailed or delivered.
- **60 days or more after the Effective Date**, We may cancelled this Contract for the following reasons: (a) nonpayment of a Monthly Payment when due; (b) mutual agreement of Us and You; (c) material misrepresentation; (d) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into this Contract; or (e) substantial breaches of contractual duties, conditions, or warranties. Cancellation for these reasons, except cancellation for nonpayment of a Monthly Payment, is effective no sooner than thirty (30) days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment of a Monthly Payment is effective no sooner than ten (10) days after delivery or first class mailing of a written notice to You.

The following bullet point is added to CANCELLATION REFUNDS, in the event that We cancel this Contract:

- If We cancel this Contract within thirty (30) days of the Effective Date, You will NOT be charged an administrative fee, and You will be entitled to a refund of the paid Monthly Payment less any claims that were incurred by Us. If We cancel this Contract after the thirtieth (30th) day from the Effective Date, You will be entitled to a pro rata refund of the paid Monthly Payment for the unexpired term, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less: (x) an administrative fee of \$25.00 that We will charge and retain; and (y) any claims that were incurred by Us.

The section captioned DISPUTE RESOLUTION is deleted and replaced by the following:

*Governing Law.* Any dispute that arises with respect to this Contract shall be resolved in accordance with the Federal Arbitration Act.

*Complaint Process.* If You have a complaint with Our services under this Contract, please contact Customer Service at (888) 418-1212.

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 AMERICAN ARBITRATION ASSOCIATION A COPY OF WHICH IS AVAILABLE FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.



VSC SUB (SR-CV-MuSt) 10-2020

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc.  
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905



# CarvanaCare Subscription

APPLICATION/CONTRACT NUMBER

This 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 Utah Property and Casualty Guaranty Association.

## VIRGINIA

If any promise made in this Contract has been denied or has not been honored within sixty (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](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

## WASHINGTON

The bullet points under CANCELLATION REFUNDS, in the event that You request a cancellation, are deleted and replaced by the following:

- **Within 30 days of the Contract Purchase Date, and have not made any claim**, then You shall receive a refund of the full Monthly Payment unless You return the contract 10 or more days after its purchase, in which case We may charge a cancellation fee of \$25.00 that We will retain.
- **More than 30 days after the Contract Purchase Date, and have not made any claim**, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less a cancellation fee of \$25.00 that We will charge and retain.
- If You return this Contract in accordance with the first (1st) and second (2nd) bullet points above, this Contract is void from the Effective Date and You and We shall be in the same position as if no contract had been issued.
- **If a claim has been made**, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and a cancellation fee of \$25.00 that We will charge and retain.
- A 10% penalty per month will be added to a refund that is not paid or credited within thirty (30) days after the return of this Contract to Us.

The first (1<sup>st</sup>) bullet point under EXCLUSIONS - WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER is deleted and replaced by the following:

- **A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance, provided that the failure to maintain the Vehicle involved the failed part or parts.**

## WISCONSIN

The bullet points under OUR RIGHT TO CANCEL THIS CONTRACT are deleted and replaced by the following:

- We may cancel this Contract only for nonpayment of a Monthly Payment when due, material misrepresentation by You to Us, or substantial breach of duties by You relating to Your Vehicle or its use.
- If We cancel this Contract for a reason other than nonpayment of a Monthly Payment when due, We will refund You 100% of the unearned pro rata provider fee, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less any claims paid and an administrative fee of not more than 10 percent of the Monthly Payment.
- We will mail a written notice to You at Your last-known address contained in Our records at least five (5) days prior to cancellation by Us.

The following bullet points are added to CANCELLATION REFUNDS, in the event that You request a cancellation:

- If We do not pay or credit a refund within 45 days after the return of this Contract to Us, We will pay a 10% per month penalty of the refund amount outstanding which We will add to amount of the refund.
- In the event of a total loss of Your Vehicle, You will be entitled to cancel this Contract and receive a pro rata refund of any unearned provider fee, less any claims paid.

The section captioned DISPUTE RESOLUTION is amended as follows:

If any portion of this Dispute Resolution section is deemed invalid or unenforceable, all remaining provisions of this Dispute Resolution Section are valid and enforceable to the extent not prohibited by the Wisconsin Consumer Act. Notwithstanding any provision contained herein to the contrary, You are not bound to participate in binding arbitration and retain Your right to bring an action in a court of competent jurisdiction.

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

## WYOMING

The following is added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of a Monthly Payment when due, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to Your Vehicle or its use.

The following bullet point is added to CANCELLATION REFUNDS:

- A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.



VSC SUB (SR-CV-MuSt) 10-2020

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc.  
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905