

Bentley Extended Service Program

Bentley Pre-Owned (CPO I) Extended Service Program (ESP)

The Bentley Pre Owned CPO I Extended Service Program (“ESP”) described in this Document only applies to those Vehicles for which a Registration Letter has been issued, and only during the Period of Coverage. This Document describes what is covered and what to do in the event of a problem with your covered vehicle if you believe the problem is covered by the ESP. Coverage is conditioned upon adherence to the terms and conditions of the Registration Letter and this Document.

Florida residents who purchase an ESP: For your ESP’s terms and conditions, please follow the Florida-specific Document provided separately.

Provided by;
Bentley Motors Inc.
3 Copley Place,
Suite 3701,
Boston, MA 02116
Telephone 1-800-777-6923

Administered by;
Bentley Pre Owned Administration,
Universal Warranty Corporation,
P.O. Box 802528,
Chicago, IL 60680;
Telephone 1-866-215-7085

Contents

1. What is Covered	1
2. How to Make a Claim	1
3. Summary of Definitions	1
4. Limits of Liability	2
5. Maximum Claim Liability	2
6. Extension	2
7. General Exclusions	2
8. Conditions	4
9. Complaints and Arbitration	5
10. Transfer	5
11. ESP Cancellation	5
12. Insurance	6
13. Roadside Assistance	6
13. Additional State Specific Regulations & Amendments	6



BENTLEY

I. What is Covered.

Except as provided in this Document, the Company will pay for all repairs by Authorized Bentley Retailers to remedy any Failure of factory installed components using new or remanufactured components. The terms, conditions and limitations on coverage and liability are incorporated in this Document. A Vehicle registered under an ESP is also covered by the Bentley Roadside Assistance Program as described in a separate booklet.

Important: All other conditions and repairs are specifically excluded. The Company is not responsible for the costs of general maintenance, scheduled services and routine adjustments required by normal wear and tear and/or recommended by the manufacturer of the Vehicle, including any replacement parts and assemblies or other materials (including but not limited to, spark plugs, wiper blades, bulbs, filters, belts, coolant hoses, brake pads, lubricants, fluids and filters) used in such services and adjustments. Batteries, tires, wheels, wheel balancing or alignment are excluded. Paintwork, trim and upholstery are excluded while the deterioration of any other part, assembly or component as a consequence of wear and tear or exposure to the elements is also excluded. After market accessories or non-original equipment, components and systems not installed by the manufacturer of the Vehicle such as anti theft systems, radar detectors, CB radios, radio speaker equipment, cruise control and sun roof are specifically excluded from the coverage. Other exclusions and conditions are included in other sections of this Document.

2. How to Make a Claim.

If it is necessary to make a claim, take your Vehicle, this Document and the Registration Letter to an Authorized Bentley Retailer, preferably the retailer from whom you purchased the Vehicle, for service. A list of Authorized Bentley Retailers is available on the website bentleymotors.com. If necessary, use the Bentley Roadside Assistance Program to bring your Vehicle to an Authorized Bentley Retailer. Any dispute shall be resolved under the section on Complaints and Arbitration.

3. Summary of Definitions.

Administrator.

Bentley Pre-Owned Warranty Administration,
Universal Warranty Corporation,
P.O. Box 802528,
Chicago, IL 60680;
Telephone 1-866-215-7085,
or any other entity appointed by the Company.

Application.

An application for the ESP which is completed with the required details and submitted to the Administrator and which forms part of the ESP contract.

Company ("We", "Us", "Our").

Bentley Motors Inc.,
3 Copley Place,
Suite 3701,
Boston, MA 02116;
Telephone 1-800-777-6923

Document.

This document.



BENTLEY

Extended Service Program (“ESP”).

The service program purchased by the Holder and provided by the Company to the Holder on the terms contained in the Document and the Registration Letter.

ESP Holder (“Holder”, “You”, “Your”, “Yours”).

The person/company named on the Registration Letter

Failure.

The inability of an original or replacement component covered by the terms contained in this Document, to function in normal service.

Period of Coverage.

The period of coverage provided in the Registration Letter.

Registration Letter.

A letter or other document signed by the Administrator and which forms part of the ESP, that identifies a Vehicle as covered by the ESP and includes the Period of Coverage and other conditions.

Vehicle.

The motor car covered by this ESP, as identified on the Application & Registration Letter.

4. Limits of Liability.

Unless otherwise specified, the liability of the Company under the ESP is limited to and shall not exceed the manufacturer’s list prices for parts, together with labor costs necessarily incurred in the repair or replacement of those items listed in Section I up to the Maximum Claim Liability.

5. Maximum Claim Liability.

The aggregate liability of the Company under all claims in any 12 month period is limited to and shall not exceed the value of the Vehicle at the time of application for the ESP.

6. Extension.

The Holder may be eligible, subject to certain vehicle age and other requirements, to obtain an Extended Service Program or extend the existing ESP provided an application is submitted to an Authorized Bentley Retailer, with the required fee, at least one month prior to the expiration of the Period of Coverage. Consult an Authorized Bentley Retailer for information and conditions.

7. General Exclusions.

The ESP does not cover:

a) Failure whensoever it might occur:

i) Which could be reasonably stated by a licensed mechanic appointed by the Company, to have been due to a fault(s) present before commencement of the ESP. Any such pre-existing fault(s) must be corrected before the ESP becomes effective.

ii) Which could be attributable, in the reasonable opinion of a licensed mechanic appointed by the Company, to the lack of proper maintenance.

iii) Which is attributable to components that have failed which are subject to a manufacturer’s recall or service campaign.

iv) Which is attributable to components that have failed which can be considered as having an inherent design fault.



BENTLEY

b) Any claim:

i) Unless the Vehicle has been properly serviced at the time and mileage intervals specified by the manufacturer and otherwise in accordance with the manufacturer's recommendations. A maximum allowance of 500 miles less than or in excess of the stipulated mileage and four weeks prior to or in excess of the stipulated time period is permitted.

ii) If the Vehicle's odometer has been tampered with, altered, or disconnected. In whole or in part due to any kind of accident or any act or omission that is willful, unlawful, or negligent.

Caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, animal, or water.

Caused by pulling a trailer or another vehicle, unless the Vehicle is equipped for this as recommended by the vehicle manufacturer.

Caused by contamination of fluids, fuels, coolants or lubricants.

Associated with the labor charges to diagnose, teardown, reassemble, repair or replace part(s) which are not covered.

c) Repairs, replacements or alterations:

i) Not authorized by the Company or Administrator.

ii) Of any components which have not actually failed but which are repaired or replaced, or which are reported or discovered during servicing and/or maintenance work as requiring repair or replacement.

iii) Of any components which have been modified from the manufacturer's specification.

iv) The cost of which is recoverable by the Holder under any other existing service program, guarantee, or warranty, including but not limited to those provided by the manufacturer.

d) The gradual reduction in operating performance of the Vehicle commensurate with its age and mileage including (but not limited to):

i) Gradual loss of engine compression necessitating the repair of valves or rings.

ii) Gradual increase in oil consumption due to normal operating functions.

e) Any Vehicle used in any kind of competition or track use during the Period of Coverage, for any commercial purpose, hire or reward (e.g., taxis, self-drive, driving schools, etc.), except for Vehicles used for weddings, funerals or similar services which are driven no more than 5,000 miles per year.

f) Any Vehicle owned or operated by a motor car dealer, or by any of its subsidiary or associated companies, or by the proprietor thereof, or any relative of the proprietor, or any employee of such dealer, or of any of its subsidiary or associated companies.

g) Liability or claim, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

h) Any liability or claim for A Breach of an implied warranty of merchantability or fitness for a particular purpose or for death, bodily injury, or damage to other property or any consequential or incidental damages of whatsoever nature arising directly or indirectly from the claim or event giving rise to a claim under a warranty or an ESP. Some States do not allow the exclusions and limitations in this subsection so some or all of this subsection (h) may not apply.



BENTLEY

If an exclusion of an implied warranty is not allowed, the length of such warranty shall be the length of the limited warranty.

- i) Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, terrorism, insurrection, or military or usurped power.
- j) Loss directly or indirectly caused by (or contributed to by or arising from) any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

8. Conditions.

Coverage is subject to the following conditions:

- a) It is a condition of coverage that all information provided at the time of application for the ESP is accurate and truthful and that the applicant purchased the Vehicle from an Authorized Bentley Retailer or that any existing ESP coverage was validly transferred to the current Holder. Observance and fulfillment by the Holder of the full terms and conditions of the ESP shall be conditions precedent to any liability of the Company to provide any coverage or benefits under the ESP.
- b) An ESP is not assignable except as specifically provided in Section 10 of this Document.
- c) No coverage shall apply and no claim will be considered unless before commencement of the Period of Coverage, the dealer has subjected the Vehicle to a presale inspection and correction program established by the Company. This condition shall not apply if purchasing or renewing an ESP at least 30 days prior to the expiration date of an existing Bentley CPO Warranty or ESP.
- d) The Company reserves the right to examine the Vehicle and the failed parts.
- e) The Company shall be entitled, at its option, to undertake in the name and on behalf of the Holder the absolute conduct, control and settlement of any repair and/or claim. The Company may also take action at its own expense and for its own benefit, but in the name of the Holder, to recover compensation or secure indemnity from any third party in respect of any claim covered by the ESP.
- f) If any claim is fraudulent in any respect, all coverage under the ESP shall automatically terminate.
- g) If any difference shall arise as to the amount to be paid under the ESP (liability being otherwise admitted), such difference shall be arbitrated.
- h) No refund (for whatever reason) of monies paid will be made in respect of fees relating to the ESP, except as may be specifically provided in this Document.
- i) The Company shall not be liable for any obligation, statement or representation, written or verbal, by any person (including an Authorized Bentley Retailer) which supplements or alters the terms and conditions of an ESP, unless such statement or representation is in a writing signed by the Company.
- j) No coverage shall apply, and no liability will be accepted for any loss, defective work, or defective materials supplied by the repair facility.
- k) All issues relating to or arising under an ESP will be decided with the application of Michigan law excluding its principles of conflict of laws. Please note that a ESP is in addition to any statutory rights you may have as a consumer.



BENTLEY

l) Coverage under an ESP is limited to repairs made by Authorized Bentley Retailers within the United States and Canada.

9. Complaints and Arbitration.

Any comments or suggestions for improvement should be addressed to:

Bentley Pre Owned Warranty Administration
P.O. Box 802528,
Chicago,
IL 60680
Telephone: 1-866-215-7085

To maintain the highest quality of service and for staff training purposes, telephone calls to the Administrator or Company may be monitored and/or recorded.

All disputes relating to the ESP shall be resolved by binding arbitration under the Rules of Commercial Arbitration of the American Arbitration Association including its Supplementary Procedures for Consumer Related Disputes in Detroit, Michigan, before a single arbitrator who shall be bound by the terms of this Document and the Registration Letter.

10. Transfer.

The Holder may transfer an ESP by providing the Administrator with the name and address of the new owner of the Vehicle, and the Registration Letter with a \$50 check or money order to cover the transfer fee. In either event, the Administrator must be notified within thirty (30) days of the date of transfer or the ESP will terminate automatically. In the event of the Holder's death, the ESP will be transferred without charge to his/her spouse or legal representative upon receipt by the Administrator of a death certificate. The ESP cannot be transferred if the title transfer of the Vehicle passes through a person other than the subsequent buyer or if the Vehicle is sold or traded to a dealership other than an Authorized Bentley Retailer, leasing agency or entity or individual in the business of buying or selling vehicles. The ESP can only be transferred once and the transfer must be initiated by the original holder.

In the event that the Holder sells or trades the Vehicle to an Authorized Bentley Retailer any remaining Warranty coverage can be transferred with the Vehicle. This does not apply to ESP coverage which is subject to the cancellation rights detailed in Section 11.

11. ESP Cancellation.

a) To cancel an ESP, the ESP Holder should contact the selling Authorized Bentley Retailer. The retailer will assist with the cancellation request and verify the mileage of the covered Vehicle. If additional assistance is required, call or write the Administrator.

b) If the ESP Holder cancels the ESP within sixty (60) days of the date the ESP was purchased, the entire purchase price will be refunded unless the ESP Holder has made a claim. If the ESP Holder has made a claim or the ESP Holder cancelled more than sixty (60) days after the purchase date, the ESP Holder or a person authorized by the ESP Holder will receive a prorated refund of the purchase price, less a \$50 administration fee. The proration will be based on the days coverage remaining.

c) The Administrator may cancel the ESP in the event the charge for ESP on the Vehicle has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited Warranty has been cancelled or voided, or if there is a material misrepresentation on the ESP registration. If the Administrator cancels, the ESP Holder will not be charged an administration



BENTLEY

fee. If the Vehicle is a total loss or is repossessed, the ESP Holder's rights under the ESP will transfer to the lienholder, if any.

d) No refund will be paid if the ESP was provided with the Vehicle at no additional charge. If cancelled, coverage may not be repurchased by the ESP Holder or reinstated on the Vehicle.

e) If any portion of this Document, Registration Letter, or any form attached to it, conflicts with the statutes in the state where the ESP was sold, such portions shall be amended to conform to such states.

12. Insurance.

Obligations under the ESP are insured by Motors Insurance Corporation. In the event the Company ceases to operate, is bankrupt or the claim is not paid within 60 days, the ESP Holder may file a claim directly with Motors Insurance Corporation, 300 Galleria Officecentre, Suite 200, Southfield, MI 48034. To do so, call the Administrator for instructions at 1-866-215-7085.

13. Roadside Assistance.

In the event that the roadside assistance is required, the Holder should telephone Bentley Roadside Assistance on **1-800-323-0100**. Full details of the coverage provided by the Bentley Roadside Assistance Service along with details of any Terms and Conditions can be found in a separate document.

14. Additional State Specific Regulations & Amendments.

The following modifications to this Document are effective to the extent an ESP is subject to any of the following legislation. All provisions of the ESP shall be construed to be consistent with such legislation, and to the extent there is a conflict, the conflicting provision shall be deemed stricken so as to make the remainder enforceable.

a) Alabama.

The following change is made to Section 11 Cancellation, Subsections (b) and (c). The administration fee is twenty-five dollars (\$25). If the Company does not pay any refund due within 45 days of receipt of a request to cancel an ESP, the Company will add a penalty of 10% of the refund per month

b) Arizona.

The following change is made to Section 7 General Exclusions. Subsections a) i), a) ii), a) iv); b) ii), b) iii); c) i), c) iii), c) iv); g) and h) are deleted and replaced with the following: The ESP does not cover failure or claim:

If the odometer has stopped or been changed after this contract has been purchased

Covered by any warranty or guarantee issued by the Company or a repairer

Relating to any part which is either not recommended by the Company or does not meet the Company's specifications

For economic loss, including loss of time, inconvenience, lodgings, food, storage or other incidental or consequential loss or damage that may result from a Failure.

The following change is made to Section 8 Conditions. Subsections c), g), h), i), j) and k) are deleted and replaced with the following:

It is a condition of the ESP that the Dealer has subjected the Vehicle to a presale inspection and correction program established by the Company. This condition shall not apply if purchasing or renewing an ESP at least 30 days prior to the expiration date of an existing Warranty or ESP. You will not be charged for a Failure considered to be a pre existing fault not identified by the selling Authorized Bentley Retailer.



BENTLEY

If you do not agree with Us on the amount of loss either party may demand an appraisal of the loss. In this event, within sixty (60) days after the Failure, each party will select a competent appraiser. The two appraisers will select an umpire and separately state the actual cash value and the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. Each party will: a) pay his chosen appraiser; and b) bear the expenses of the umpire equally. The appraiser shall not act as a waiver of Our rights or Your rights under this agreement.

All issues relating to or arising under a ESP will be decided with the application of Arizona law, excluding its principles of conflict of laws. Please note that the ESP is in addition to any rights You may have as a consumer.

Coverage is limited to the cover level provided by the contents, Terms and Conditions contained in this Document, the Application and Registration Letter

The following change is made to Section 9 Complaints and Arbitration. An Arizona ESP Holder may file any Service Contact complaint against the Company under provisions of A.R.S §20-1095.04 and/or §20-1095.09.

The following change is made to Section 11 Cancellation. Subsections (a) (b) and (c) are amended and superseded to the extent they conflict with the following:

(a) To cancel an ESP, You should contact the selling Authorized Bentley Retailer. The retailer will assist with the cancellation request and verify the mileage of the covered Vehicle. If additional assistance is required, call the Administrator on 1-866-215-7085 or contact Us

(b) If You cancel within (60) sixty days of Your purchase, the entire purchase price of the ESP will be refunded unless you have made a Claim. If You have made a Claim or if You cancel more than sixty (60) days after the purchase date, the unused portion of the purchase price, less a \$50 administration fee will be refunded to You or a person authorized by You to receive it for Your account. The amount of refund will be prorated using the number of days coverage remaining. We will not subtract the cost of a Claim, if any, from Your refund.

(c) We may cancel the ESP for non-payment of the ESP contract charge or for intentional misrepresentation by the You in obtaining the ESP or the submission of a claim.

v) The following change is made to Section 12 Insurance. The ESP is insured by Motors Insurance Corporation, 300 Galleria Officentre, Suite 200, Southfield. MI 48034. In the event the Company ceases to operate, is bankrupt and the claim is not paid within 60 days, the ESP Holder may file a claim with Motors Insurance Corporation. To do so, call the Administrator for instructions at 1-866-215-7085 or contact the Consumer Affairs Division of the Arizona Department of Insurance – toll free telephone number 1-800-325-2548

c) California.

Section 3 Summary of Definitions is amended as follows:

Administrator

Bentley Pre-Owned Warranty Administration, Universal Warranty Corporation, P.O. Box 802528, Chicago, IL 60680, telephone 1-866-215-7085. Universal Warranty Corporation's California License Number is 0C97550.

Section 7 General Exclusions a) i) is amended as follows:

Failure whensoever it might occur:

i) Which could reasonably be stated by a licensed mechanic appointed by the Company, to have been due to a fault(s) present before commencement of the ESP. Any such pre existing fault(s) must be corrected before the ESP becomes effective.

Section 9. Complaints and Arbitration is amended as follows:

Paragraph 2 concerning Arbitration is deleted in its entirety.

Section 11 Cancellation. Subsections (b) and (c) are superseded to the extent they conflict with the following. If the ESP is cancelled within the first sixty (60) days and no claims have



BENTLEY

been filed, the Administrator will refund the entire ESP charge paid. If the ESP is cancelled after the first sixty (60) days or a claim has been filed, the Administrator will refund an amount of the ESP charge according to the pro rata method reflecting the number of days the ESP has been in force since coverage began, less an administration fee of twenty five dollars (\$25) or 10% of the ESP charge, whichever is less. In the event of a cancellation, the lienholder, if any, will be named on the cancellation refund check as their interest may appear.

Section 12 Insurance is replaced with the following:

Performance to you under this contract is guaranteed by a California-approved insurance company. The name and address of the insurance company is Motors Insurance Corporation, 300 Galleria Officentre, Suite 200, Southfield, MI 48034. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357.

d) Connecticut.

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide an express warranty covering certain classes of used motor vehicles as follows:

- i) Used vehicles with a sale of \$3,000 but less than \$5,000 Provides coverage for 30 days or 1,500 miles whichever occurs first.
- ii) Used vehicles with a sale price of \$5,000 or more – Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The used Vehicle you have purchased may be covered by Connecticut Public Act. 87-393, Laws 1987. If so the following is added to the ESP: In addition to the dealer warranty required by Connecticut Public Act. 87-393, Laws 1987, you have elected to purchase the ESP. The ESP may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired.

The Holder has been charge separately only for the ESP. The dealer warranty required by Connecticut Public Act. 87-393, Laws 1987 is provided free of charge. Furthermore the definitions, coverages and exclusions stated in the ESP apply only to the ESP and are not the terms of the required dealer warranty.

Section 9, Complaints and Arbitrations is replaced with the following:

Resolution of Disputes

If YOU do not agree with US on the amount of loss, YOU may pursue arbitration to settle the disagreement. To request arbitration, mail YOUR complaint to: Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division. YOUR complaint must describe the dispute and any attempts to resolve it, indicate the price of YOUR VEHICLE and the COST of the repair, and include a copy of this Agreement.

e) Georgia.

The following change is made to Section 11 Cancellation. Subsections (b) and (c) are superseded to the extent they conflict with the following: If the ESP is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire ESP charge paid. If the ESP is cancelled after the first sixty (60) days or a claim has been filed, the Administrator will refund an amount of the ESP charge according to the pro rata method reflecting the number of days the ESP has been in force since coverage began. An administration fee of 10% of the pro rata refund amount will be applied if the ESP is cancelled by the ESP Holder. In the event of a cancellation, the lienholder, if any, will be named on the cancellation refund check as their interest may appear. If the ESP Holder cancels the contract



BENTLEY

and does not receive a refund from the Administrator within sixty (60) days of such cancellation, the Program holder may contact the insurance company.

f) Hawaii.

The following is added to Section II, ESP Cancellation. Subsection (c). If the Administrator cancels the ESP because the New Vehicle Limited Warranty has been cancelled or voided, the Administrator will mail notice of cancellation to the ESP Holder at least five (5) days before the effective date of cancellation.

g) Idaho.

Notice – Coverage afforded under this motor vehicle ESP is not guaranteed by the Idaho Insurance Guarantee Association.

h) Illinois.

The following change is made to Section I What is Covered. Add: Coverage is provided when the Mechanical/Electrical failure of a covered part is due to wear and tear.

Section 2 How to Claim is replaced with the following:

If it is necessary to make a claim, take your motor car, this Document and the Registration Letter to an Authorized Bentley Retailer, preferably the retailer from whom you purchased the motor car, for service. A list of Authorized Bentley Retailers is available on the website bentleymotors.com. If necessary, use the Bentley Roadside Assistance Program telephone 1-800-323-0100 to bring your motor car to an Authorized Bentley Retailer or contact the Administrator, Bentley Pre-Owned Warranty Administration, Universal Warranty Corporation, telephone 1-866-215-7085. Any disputes shall be resolved under the section on Complaints and Arbitration.

The following change is made to Section II Cancellation. Subsections (b) and (c) are superseded to the extent they conflict with the following: If the ESP is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire ESP charge paid. If the ESP is cancelled after the first sixty (60) days or a claim has been filed, the Administrator will refund an amount of the ESP charge according to the pro rata method reflecting the number of days the ESP has been in force since coverage began. There is an administration fee for processing the cancellation based on the lesser of ten per cent (10%) of the ESP price or twenty five dollars (\$25). In the event of a cancellation, the lienholder, if any, will be named on the cancellation refund check as their interest may appear.

The exclusion for normal wear and tear applies only to paintwork and upholstery.

i) Indiana.

The ESP Holder's proof of payment to the issuing dealer for the ESP shall be considered proof of payment to the Administrator which guarantees the Company's obligation to the ESP Holder providing that coverage was in effect at the time the ESP was purchased.

j) Iowa.

In the event that the ESP Holder has any questions regarding the ESP, he/she may contact the Administrator at the number provided in this Document. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, Iowa 50319.

k) Kentucky.

The definition of a Failure is deleted and replaced with the following: Failure - Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of condition and not because of the action or inaction of any non-covered parts.

l) Louisiana.



BENTLEY

The following change is made to Section II Cancellation. Subsections (b) and (c) are superseded to the extent they conflict with the following: If the ESP is cancelled within the first sixty (60) days, the Administrator will refund the entire ESP charge paid. If the ESP is cancelled after the first sixty (60) days, the Administrator will refund an amount of the ESP charge according to the pro rata method reflecting the number of days the ESP has been in force since coverage began, less a fifty dollar (\$50) administration fee. In the event of a cancellation, the lienholder, if any, will be named on the cancellation refund check as their interest may appear.

m) Maryland.

The following change is made to Section II Cancellation. Subsections (b) and (c) are superseded to the extent they conflict with the following: Effective October 1, 2002, (Applies to Maryland residents) If the ESP Holder returns the ESP for cancellation within the first 20 days of the ESP purchase and there have been no losses, the Administrator will refund the full cost of the ESP within forty-five (45) days of cancellation. If the cancellation refund is not paid within forty five (45) days, the Administrator will pay a penalty of 10% of the full cost of the ESP for each month that the refund is not paid beyond the forty-five (45) day period.

n) Massachusetts.

NOTICE TO CUSTOMER: PURCHASE OF THIS ESP 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. THE SELLER OF THIS ESP IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS ESP. Chapter 90, Section 7N-1/4 of Massachusetts General Laws require an automobile dealer to provide an express warranty covering certain classes of used motor vehicle as follows:

- i) Used vehicles with less than 40,000 miles – Provides coverage for 90 days or 3,750 miles, whichever occurs first.
- ii) Used vehicles with 40,000 miles to 79,999 miles – Provides coverage for 60 days or 2,500 miles whichever occurs first.
- iii) Used vehicles with 80,000 miles to 124,999 miles – Provides coverage for 30 days or 1,250 miles whichever occurs first

The used vehicle the ESP Holder has purchased may be covered by Chapter 90, Section 7N-1/4 of Massachusetts General Law: If so, the following is added to the ESP: In addition to the dealer warranty required by Chapter 90, Section 7N-1/4 of Massachusetts General Law, the ESP Holder has elected to purchase the ESP. The ESP may provide the ESP Holder with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired.

The ESP Holder has been charged separately for the ESP. The dealer warranty required by Chapter 90, Section 7N-1/4 of Massachusetts General Laws is provided free of charge. Furthermore the definitions, coverage and exclusions stated in the ESP apply only to the ESP and are not terms of the required dealer warranty.

o) Minnesota.

The coverages listed below are provided to the ESP Holder by the dealer for no charge as required by Minnesota Statute 325F.662. Term of the warranty is based on the mileage at the time of sale:

Odometer Reading	Warranty Duration *Whichever occurs first
Less than 36,000	60 days or 2,500 miles*
36,000 to 74,999	30 days or 1,000 miles*



BENTLEY

Engine: Lubricated Parts; Intake; Manifolds; Engine Blocks; Cylinder Heads; Rotary Engine Housings; Ring Gear. Transmission: Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and the Internal Parts. Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; Universal Joints; but excluding Secondary Drive Axle on vehicles, other than passenger vans, mounted on a truck chassis. Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; Disc Brake Calliper. Steering: Gear Housing and all the Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. Water Pump. Externally Mounted Mechanical Fuel Pump. Radiator. Alternator. Generator. Starter.

Note: The following parts are covered only on Vehicles with less than 36,000 miles: Steering Rack, Radiator, Alternator, Generator, Starter.

The coverages are excluded from the ESP during the 2 month (60 days), 2,500 mile and 1 month (30 days), 1,000 mile limited warranty periods, unless the dealer becomes unable to meet its obligations. The ESP Holder's rights and obligations are fully explained in the dealer issued Used Vehicle Limited Warranty document.

The following changes are made to Section 7 General Exclusions.

7(a) Add, (v) Resulting from an outside force including but not limited to, collision, fire, theft, vandalism, riot, explosion, lightening, earthquake, freezing, windstorm, hail, water or flood, acts of god, environmental damage, introduction of foreign objects.

The following change is made to Section 7 General Exclusions. Sub-section (b) (i). Add: The ESP holder must have the vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual. NOTE: The Owner's Manual lists different servicing recommendations based on the ESP Holder's individual driving habits and climate conditions. The ESP Holder is required to follow the maintenance schedule that applies to his/her conditions. If you do not have an Owner's Manual, change engine oil and filter at six (6) month/five-thousand (5,000) mile intervals.

7(b) Add (viii) Caused by the failure to maintain proper levels of lubricants and/or coolants, or for failure to immediately cease operating and protect the vehicle from further damage when a mechanical and/or electrical failure has occurred

The following change is made to Section 11 Cancellation. Subsections (b) and (c) are superseded to the extent they are inconsistent with the following: The Administrator may cancel the ESP for non-payment of the Program charge, or for intentional misrepresentation by the ESP Holder regarding the intended use of the vehicle or in the submission of a claim.

The following addition is made to Section 11 Cancellation, Subsection (b). If the ESP Holder cancels the ESP and does not receive a refund within sixty (60) days of the cancellation, he or she may contact the Administrator.

p) Nevada.

i) The following change is made to Section 11 Cancellation. Subsections (b) and (c) are superseded to the extent they conflict with the following: When the Administrator cancels the ESP, no administration fee will be charged. If the Administrator cancels the ESP, the cancellation is not effective until fifteen (15) days after the notice of cancellation has been mailed to the ESP Holder. If the ESP Holder cancels the ESP and the refund is not processed with 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid.



BENTLEY

ii) The following is added to Section 2 How to make a Claim. If prior authorization cannot be obtained, the ESP Holder may proceed with emergency repairs and notify the Administrator as soon as possible.

q) New Hampshire.

The following change is made to Sections 10 and 11 Transfers and Cancellations. No cancellation or transfer fees will be applied if the ESP is transferred or cancelled.

r) New York.

Section 198b of New York General Business Law requires an automobile dealer to provide an express warranty covering certain classes of used motor vehicles as follows:

i) Used vehicles with 36,000 miles or less – Provides coverage for 90 days or 4,000 miles whichever occurs first.

ii) Used vehicles with more than 36,000 miles but less than 80,000 miles – Provides coverage for 60 days or 3,000 miles whichever occurs first.

iii) Used vehicles with 80,000 miles but not more than 100,000 miles – Provides coverage for 30 days or 1,000 miles whichever occurs first.

The used vehicle the ESP Holder has purchased may be covered by Section 198b of New York General Business Law. If so, the following is added to this Document: In addition to the dealer warranty required by Section 198b of New York General Business Law, the ESP Holder has elected to purchase the ESP. The ESP may provide the ESP Holder with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. The ESP Holder has been charged separately only for the ESP. The dealer warranty required by Section 198b of New York General Business Law is provided free of charge. Furthermore, the definitions, coverages and exclusions stated within this Document apply only to the ESP and are not the terms of the required dealer warranty.

Section 2 How to Claim is replaced with the following:

If it is necessary to make a claim, take your motor car, this Document and the Registration Letter to an Authorized Bentley Retailer, preferably the retailer from whom you purchased the motor car, for service. A list of Authorized Bentley Retailers is available on the website bentleymotors.com. If necessary, use the Bentley Roadside Assistance Program telephone 1-800-323-0100 to bring your motor car to an Authorized Bentley Retailer or contact the Administrator, Bentley Pre-Owned Warranty Administration, Universal Warranty Corporation, telephone 1-866-215-7085. Any disputes shall be resolved under the section on Complaints and Arbitration.

s) North Carolina.

Section 11 Cancellation. Subsections (b) and (c) are superseded to the extent they conflict with the following: If the ESP is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire ESP charge paid. If the ESP is cancelled after the first sixty (60) days or a claim has been filed, the Administrator will refund an amount of the ESP charge according to the pro rata method reflecting the number of days the ESP has been in force since coverage began. There is an administration fee for processing the cancellation based on the lesser of ten per cent (10%) of the ESP price or twenty five dollars (\$25). In the event of a cancellation, the lienholder, if any, will be named on the cancellation refund check as their interest may appear.

t) Oklahoma.

The following change is made to Section 11 Cancellation. Subsections (b) and (c) are superseded to the extent they conflict with the following: If the ESP is cancelled within the first sixty (60) days, the Administrator will refund 100% of the ESP charge paid. If the ESP



BENTLEY

Holder cancels this contract after sixty (60) days, the Administrator will refund ninety per cent (90%) of the ESP charge based on the unearned pro rata method. If the Administrator cancels the ESP after sixty (60) days, the Administrator will refund 100% of the ESP charge paid based on the unearned pro rata method. An administration fee of 10% of the refund amount will be applied if the ESP is cancelled by the ESP Holder. In the event of a cancellation, the lienholder, if any, will be named on the cancellation refund check as their interest may appear.

u) Oregon.

The following is added to Section 2 How to make a claim. If unable to locate an Authorized Bentley Retailer, please contact Bentley Roadside Assistance, One Cabot Road, Medford, MA 02155 telephone 1-800-323-0100. Outside of normal business hours Bentley Roadside Assistance will make arrangements to have your vehicle towed and stored in a secure location until repairs may be made by an authorized Bentley Retailer.

v) South Carolina.

The following information is provided in accordance with S.C. Code Ann~38-78-050(D): For South Carolina residents only, If the ESP Holder has any questions or concerns regarding the ESP, he or she can contact the South Carolina Department of Insurance at the following address and phone number: South Carolina Department of Insurance, 1612 Marion Street, Columbia, SC29201 – (803)-737-6180

As required by Chapter 78 of the South Carolina Code of laws, the following is added to your ESP. Cancellation – The ESP shall require the provider to permit the ESP Holder to return the ESP within twenty (20) days of the date the ESP was mailed to the ESP Holder or within ten (10) days of delivery if the ESP is delivered to the ESP Holder at the time of sale or within a longer time period permitted under the ESP terms and conditions. Upon return of the ESP to the provider within the applicable time period, if no claim has been made under the ESP prior to its return to the provider, the ESP is void and the provider shall provide a refund to the ESP Holder, or credit the account of the ESP Holder with the full purchase price of the ESP. The right to void the ESP provided in this subsection is not transferable and shall only apply to the original ESP purchaser and only if no claim has been made prior to its return to the provider. A ten per cent (10%) penalty per month shall be added to a refund that is not paid or credited within forty five (45) days after return of the ESP to the Administrator. The ESP Holder must return the Registration Letter and this Document.

w) Texas.

Note: Unresolved complaints concerning a provider or questions concerning the regulation of service program providers may be addressed to: Texas Department of Licensing and Regulation, 920 Colorado, Austin, TX 78701, (512)-463-6599.

Add to Section 11 Cancellation. Subsection (b). If the ESP has been in effect less than 60 days a 10% penalty per month will be added to the applicable refund if the refund is not paid within 45 days of receipt of a request to cancel.

x) Utah.

This ESP or Warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Coverage afforded under this ESP is not guaranteed by the Property and Casualty Guaranty Association.

y) Washington.

The following is added to Section 2 How to Make a Claim. If you cannot reach the Administrator, contact the Bentley Roadside Assistance Program at 1-800-323-0100. Bentley Roadside Assistance will transport your Vehicle to a secure location until repairs can be completed by the nearest Bentley retailer.



BENTLEY

The following is added to Section 3 Summary of Definitions.

Provider Fee. The customer cost for this ESP shown on the Application Reimbursement Insurance Policy. The insurance policy issued to the Company to insure its obligation under this ESP, as indicated in Section 12 Insurance Service Contract Provider. Bentley Motors Inc., which is identified as the Company in Section 3 Summary of Definitions.

The definition of Extended Service Program (ESP) is amended as follows:

Extended Service Program (ESP). The service contract purchased by the Holder and provided by the Company to the Holder on the terms contained in the Document and Registration Letter.

Section 7 General Exclusions is amended as follows:

Subsection a) ii) Which could be directly attributable, in the reasonable opinion of a licensed mechanic appointed by the Company, to the lack of proper maintenance.

Subsection a) v) Which is a consequential loss resulting from a Failure.

Subsection b) i) Unless the Vehicle has been properly serviced at the time and mileage intervals specified by the manufacturer and otherwise in accordance with the manufacturer's recommendations. A maximum allowance of 500 miles less than or in excess of the stipulated mileage and four weeks prior to or in excess of the stipulated time period is permitted. To be excluded, the failure must be directly attributable to the lack of maintenance.

Subsection b) iii) In whole or in part due to any kind of accident or any intentional act or omission that is willful, unlawful, or negligent

Subsection h) The implied warranty of merchantability on your motor vehicle is not waived if the service contract has been purchased within ninety (90) days from the date you purchased your motor vehicle from a provider who also sold the motor vehicle covered by the service contract.

Section 8 Conditions is amended as follows:

Subsection k) is replaced with the following:

All issues relating to or arising under a Warranty or ESP will be decided with the application of Washington law excluding its principles of conflict of laws. Please note that a Warranty or ESP is in addition to any statutory rights you may have as a consumer.

Section 9 Complaints & Arbitration is replaced with the following:

Any comments for improvement should be addressed to:

Bentley Pre Owned Administration

P.O. Box 802528,

Chicago,

IL 60680

All disputes relating to the Warranty or ESP shall be resolved by binding arbitration under the Rules of Commercial Arbitration of the American Arbitration Association including its Supplementary Procedures for Consumer Related Disputes in the state of Washington, before a single arbitrator who shall be bound by the terms of this Document and the Registration Letter.

Section 10 Transfer is amended as follows:

The second sentence is deleted in its entirety and replaced with the following: To affect the transfer, the Holder must notify the Administrator within thirty (30) days of the Vehicle's change of ownership to a subsequent buyer or transferee.

Section 11 ESP Cancellations is amended as follows:

If the ESP Holder cancels the ESP within sixty (60) days of the date the ESP was purchased, the entire purchase price will be refunded unless the ESP Holder has made a claim. If the ESP Holder has made a claim or the ESP Holder cancelled more than sixty (60) days after the



BENTLEY

purchase date, the ESP Holder or a person authorized by the ESP Holder will receive a prorated refund of the purchase price, less a \$25 administration fee. The proration will be based on the days of coverage remaining. A ten percent (10%) penalty will be added to the applicable refund if not paid within thirty (30) days after the Administrator receives a request to cancel.

Within the first sixty (60) days of the date this ESP was purchased, the Administrator may cancel the ESP in the event the charge for ESP on the Vehicle has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited Warranty has been cancelled or voided, or if there is a material misrepresentation on the ESP registration. Beginning with the sixty-first day after this ESP was purchased, the Administrator may cancel only if the charge for the ESP has not been paid. If the administrator cancels, you will not be charged an administration fee. If the covered Vehicle is a total loss or is repossessed, your cancellation rights under this Agreement transfer to the Lienholder, if any.

The following is added to Section 12 Insurance:

Insurance Disclosure. Motors Insurance Corporation, Executive/Administrative Offices, 300 Galleria Officentre, Suite 200, Southfield, MI 48034, guarantees the obligations of Bentley Motors, Inc. under service contract Reimbursement Insurance Policy number CL 2000. You may apply directly to Motors Insurance Corporation for the protection afforded by this Agreement by writing to the address shown above, or by telephone at (888) 601-0110.

z) Wisconsin.

THE ESP IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The following is added to Section 2 How to Make a Claim: Obtain claim payment authorization from the Administrator – Prior to any repair being made, instruct the Service Manager at the repair facility to contact the Administrator to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize coverage under the ESP. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of the ESP. Any additional amount must receive prior approval. Submit the repair facility's completed repair order form. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days.

The following amendment is made to Section 9 Complaints and Arbitration: The final paragraph does not apply to ESPs purchased in Wisconsin

Privacy Notice. Bentley Pre Owned Warranty Administration takes Your privacy seriously. The following apply to protecting your privacy and personal information:

The Administrator collects only that nonpublic personal information about You that is received from You on the Application and other forms.

The Administrator may disclose information received from You on Applications or other forms, such as your name, the state in which you live or the type of coverage that You have. This information may be provided to the Company and other affiliated companies. Other non-public personal information about You or former Holders will only be provided to non affiliated third parties as permitted by law.

The Administrator restricts access to Your personal and account information to those employees who need to know that information to provide products and services to You. Electronic, physical and procedural safeguards are maintained that comply with federal regulations to guard your non-public personal information.

aa) Wyoming.

The following change is made to Section 11 Cancellation. Add the following to Subsection (b): If the ESP Holder's vehicle and the ESP have been financed, the lienholder shown on the Registration Letter, if any, may cancel the ESP if the vehicle is declared as a total loss or is repossessed.