

TERMS AND CONDITIONS

A. NOTICE

1. This **Service Agreement** is not a contract of Insurance.
2. This **Service Agreement** is not valid unless:
 - a. The **Declaration Page** is filled out completely and signed by **You**; and
 - b. The **Declaration Page** is attached to the **Service Agreement**.
3. Purchase of this **Service Agreement** is not required in order to purchase or obtain financing for a **Unit**.
4. If the term of this **Service Agreement** overlaps with the term of **Your** manufacturer's warranty, look first to **Your** manufacturer's warranty for coverage. This **Service Agreement** excludes coverage for any loss covered by **Your** manufacturer's warranty but may nevertheless provide benefits in addition to those provided by **Your** manufacturer's warranty.
5. The **Obligor** shall have no liability for anything other than the obligations delineated in the **Service Agreement**.

B. DEFINITIONS

The following definitions apply to words used frequently throughout this **Service Agreement**. These definitions are in **Bold-Faced** type:

1. **Administrator** - The entity identified on the **Declaration Page** that administers this **Service Agreement** on **Our** behalf.
2. **Breakdown** - The failure of a defective part as supplied by the Manufacturer or Dealer outside of the allowable tolerances prescribed by the manufacturer.
3. **Failure** - means the inability of an original or like replacement part covered by this **Agreement** to function in normal service.
4. **Wear and Tear** - The gradual reduction of operating performance.
5. **Claim** - A demand by **You** for benefits under this **Service Agreement**. A visit/claim may have more than one Covered Repair.
6. **Commercial Use** - Any **Unit**, regardless of registration type, used solely or partially for the generation of income.
7. **Covered Parts** - The parts listed in the **Schedule of Coverages** section of this **Service Agreement** for the **Plan** selected.
8. **Declaration Page** - The numbered document executed by **You** which must be attached to this **Service Agreement**. It lists information regarding the **Unit** to be covered, **Service Agreement** Terms and Conditions, and other vital information.
9. **Deductible** - The amount **You** are required to pay, as shown on the **Declaration Page**, toward the total cost for the repair or replacement of **Covered Parts** per visit/claim made.
10. **In-Service Date** - The date on which the **Unit** was first purchased by the original owner, if known. **Units** for which the original purchase date is not known, it shall be July 1st of the **Unit** model year.
11. **Obligor, We, Us and Our** - The selling dealer identified on the **Declaration Page** obligated to perform under this **Service Agreement**.
12. **Plan** - Refers to the **Plan and** term selected by **You** as shown on the **Declaration Page** of this **Service Agreement**.
13. **Repair Facility** - A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by the **Administrator** to perform repair services under this **Service Agreement**.
14. **Schedule of Coverages** - A part to this **Agreement** that outlines the coverage of the **Plan** selected by **You** as shown on the **Declaration Page** of this **Agreement** and lists the **Covered Part(s)**.
15. **Service Agreement (the "Agreement")** - This **Agreement**, which **You** have purchased for the **Unit** described on the **Declaration Page**.
16. **Tow Vehicle** - A vehicle that is in the process of being towed by the **Unit**.
17. **Unit** - The **Unit** described on the **Declaration Page** that is covered under this **Agreement**.
 - a. **New Unit** - A **Unit** that is covered by the manufacturer's coverage **New Unit** warranty at the time this **Agreement** is purchased and does not refer to whether or not the **New Unit** has been previously owned, sold or titled.
 - b. **Pre-Owned Unit** - A **Unit** that does not meet the definition of a **New Unit** and does not refer to whether or not the **Pre-Owned Unit** has been previously owned, sold, or titled.
18. **You, Your** - The **Agreement** Holder shown on the **Declaration Page** or the person to whom the **Agreement** was properly transferred.
19. **Seals and gaskets** - Should seals and gaskets be required in conjunction with the repair of a covered component, coverage will be extended to include seals and gaskets on said covered components. Gaskets and Seals alone are not covered.
20. **Wear and Tear - Coverage** will be extended to all covered parts and components that suffered a **Breakdown** as a result of "**Wear**" and/or "**Tear**" unless otherwise listed under the **Exclusions** section of this **Agreement**.

C. GENERAL PROVISIONS

1. **Coverage:** The **Plan** and term selected by **You** on the **Declaration Page** along with the Terms and Conditions of this **Agreement** determine **Your** coverage. **We** will pay for the reasonable costs to repair or replace any of the **Covered Parts** listed in the **Schedule of Coverages** section which cause a **Breakdown**, less any **Deductible**, and will pay for the Additional Benefits listed in the Additional Benefits section specific to **Your Unit**, provided **You** comply with all of the Terms and Conditions of this **Agreement**. **Repairs may be completed with parts of like kind and quality**. Please see the **Schedule of Coverages** section for a detailed list of Covered Parts and to determine the coverage applicable to Your Plan. All covered parts must be functioning properly at the time of the sale of this Agreement. Please refer to the **Guide To Filing A Claim** section of this **Agreement** for Claims instructions.
2. **Deductible:** **We** will pay the portion of the expense for a covered repair that is in excess of the **Deductible** selected on the **Declaration Page** of this **Agreement**.

3. Limits of Liability:

- a. **Single Claim Limit:** Our liability with respect to any one **Claim** is limited to the cost to repair or replace any **Covered Parts** at prevailing retail labor rates. **Repairs may be completed with parts of like, kind and quality, commensurate with the age of the Unit at the time the parts failed, as customarily used in the RV industry, less any Deductible.** Furthermore, in no event shall **Our** liability exceed the cost necessary to correct the actual cause of the **Breakdown**.
 - b. **Aggregate Claim Limit:** Our liability with respect to the total of all benefits paid or payable while this **Agreement** is in force shall not exceed the lesser of:
 - 1) [Seventy-Five Thousand Dollars (\$75,000.00)]; or
 - 2) **Unit Purchase Price**, as shown on the **Declaration Page** of this **Agreement**; or
 - 3) **3) NADA current value of the Unit** immediately prior to the **Breakdown**.
4. **Manufacturer's Warranty:** If any part is repaired and/or replaced under the manufacturer's warranty covering the **Unit**, and those same parts are listed in the **Schedule of Coverages** section of this **Agreement**, **We** will reimburse **You** for a portion of the manufacturer's **Deductible** if the manufacturer's **Deductible** exceeds the **Deductible** selected, as shown on the **Declaration Page**. The amount **We** reimburse will be the actual amount **You** were required to pay under the terms of the manufacturer's warranty, less the **Deductible** shown on the **Declaration Page**.
 5. **Territory:** The benefits provided under this **Agreement** are only available for losses and expenses incurred within the Continental United States of America, Alaska, Hawaii and Canada.
 6. **Incidental Damage:** Our and the dealer's liability for incidental damages is expressly excluded herein. Incidental and Consequential damage includes, but is not limited to, property damage, loss of use of the **Unit**, loss of time, inconvenience, or commercial loss resulting from the operation, maintenance and/or use of the **Unit**.
 7. **Subrogation Provision:** In the event that coverage is provided under this **Agreement**, **We** shall be subrogated to all the rights **You** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **You** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, all amounts recovered by **You** for which **You** have received benefits under this **Agreement** shall belong to, and be paid to Us, up to the amount of benefits paid under this **Agreement**.
 8. **Maintenance Requirements:** In order to keep this **Agreement** in effect, You must have the **Unit** checked and serviced in accordance with the manufacturer's recommendations. Failure to follow such recommendations may result in a denial of coverage. **You** must retain verifiable receipts for the maintenance services performed. If **You** perform the actual services, then verifiable receipts showing purchases of all required parts and materials necessary to perform the maintenance must be retained, along with a statement showing the date and mileage when the services were performed. Proof of maintenance may be required to be submitted to **Us** when a **Claim** is filed.
 9. **State Taxes:** The payment of sales tax on covered repairs will be made in accordance with the regulations of the taxing authority in the state where **Your Unit** is repaired.
 10. **Other Provisions:**

You have the right to return or void this **Agreement**. **You** may return the **Agreement** within sixty (60) calendar days after the date it is provided to **You** at the time of sale or the date **We** mail a copy of the **Agreement** to **You**, if applicable. If **You** return this **Agreement** within the applicable time period and no **Claims** have been filed, the **Agreement** shall be void and **We** will refund the entire **Agreement** Purchase Price within forty-five (45) days.

D. MOTOR HOME SCHEDULE OF COVERAGES

In the event of a **Breakdown** covered by this **Agreement**, **We** will pay for the agreed to costs to repair or replace any of the parts listed below, less any **Deductible**, in accordance with the **Plan** selected by **You** as shown on the **Declaration Page** and the Terms and Conditions of this **Agreement**.

BASIC COVERAGE

Chassis Engine Components: Engine block and/or replaceable cylinder sleeves and heads, if damaged as a result of the failure of an internally-lubricated part; all internally-lubricated parts (requiring lubrication for operation) contained within the engine block, including but not limited to: valves, valve springs, valve guides, valve covers, pistons and pins, main and rod bearings, crankshaft, camshaft, lifters, cam bearings, oil pump, rocker arms, push rods, timing chain, timing gears and timing chain tensioner. Timing cover, flywheel, flywheel ring gear, flex plate, vacuum pump, engine mounts, dipstick and tube, intake manifold, oil pan, turbocharger (factory installed only) and all internal parts (requiring lubrication for operation), diesel injectors and injector pump.

Transmission Components: Transmission case, if damaged as a result of the failure of an internally-lubricated part; all internally-lubricated (requiring lubrication for operation) parts within the transmission case including: torque converter, bands, clutches, gears, front pump, shafts, shift forks, synchronizers, shift solenoids, internal switches and sensors. Transmission mounts and transmission oil pan. **Drive Axle Components:** Drive axle housing, if damaged as a result of the failure of an internally-lubricated part; all internally-lubricated parts within the drive axle housing, axle shafts, axle housing, universal joints, constant velocity joints, locking hub mechanisms, wheel bearings, drive shafts and center bearing.

PLUS COVERAGE (INCLUDES BASIC COVERAGE)

Engine Cooling Components: Water pump, radiator, cooling fan blades, fan clutch, hydraulic or electric fan motor, heater core, fan shroud and coolant recovery tank.

Steering Components: Steering gear housing and all internally-lubricated parts, control valve, steering cylinder, rack and pinion, factory-installed steering stabilizer, internal steering column shafts, steering pump, main and intermediate shafts and couplings.

Fuel Delivery Components: Fuel pump, fuel tanks, metal fuel lines, fuel injection pump, fuel injectors, fuel pressure regulator, auxiliary fuel tank switch and fuel lift pump.

Chassis Air Conditioning Components: Compressor, compressor clutch, clutch bearing, field coil, receiver dryer, accumulator, condenser, idler pulley, evaporator, blower fan and motor, high/low cut-off switches, pressure hose assemblies, refrigerant (when in conjunction with a covered repair).

Electrical Components: Alternator, starter, starter drive, starter solenoid, voltage regulator, distributor, manually-operated switches, ignition switch, windshield wiper motor and washer pump, power window motors, power window gears and regulators, and dual battery paralleling switch, battery cables.

Suspension Components: Upper and lower control arms, control arm shaft and bushings, upper and lower ball joints, steering spindles and supports, leaf and coil springs, spring shackles and bushings, rubber suspension springs, factory installed suspension compressor, air lines and suspension air bags.

Brake Components: Master cylinder, hydraulic or vacuum brake booster, wheel cylinders, magnets, calipers, drums and rotors (when in conjunction with a covered repair), combination valve, metal-only hydraulic tubing and metal fittings. ABS pressure modulator, accumulator, Air brake compressor, lines, treadle valve, compensating valve, actuator and diaphragm and slack adjusters.

TOTAL COVERAGE (INCLUDES BASIC AND PLUS COVERAGE)

Fresh/Waste Water System Components: Hot water tank, burner assembly, thermostat, thermocouple, gas valve, electronic ignition assembly, PC board, diesel/electric heating system, shower assembly, toilet, sink, holding tanks, gate valves, macerator pump, water pump, faucets, traps, fittings and water lines.

Kitchen Center Components: Range/oven burner assembly, burner valves, refrigerator/freezer, microwave, convection oven, thermostat, thermocouple, burner, igniter and PC board.

Roof/Basement Air Conditioning Components: Compressor, evaporator, condenser, capacitors, relays, thermostat, heat strips, expansion valve, control module and panel, reversing valve, blower fan and motor and PC Board, and ceiling ventilation fans and motors. **LP Gas System Components:** Gas regulators, gas tanks, gas valves, tank gauges, LP lines and fittings, emergency shut off system, gas leak detector and carbon monoxide monitor.

Heating System Components: Furnace igniter, burner assembly, gas valve, gas leak detector, thermostat, thermocouple, blower motor, and PC board.

Generator/Power Plant Components: Power plant engine block and cylinder heads, if damaged as a result of the failure of an internally-lubricated part. All internally-lubricated parts contained within the power plant engine. Alternator, starter, manually-operated switches, voltage regulator, power converter-inverter, PC boards, fuel pump and hour meter.

Hi-Tech Components: Engine control module, camshaft and crankshaft position sensors, coolant temperature sensor, knock sensor, map sensor, mass airflow sensor, throttle position sensor, electronic ignition module, ignition coil, cooling fan control module, electric block heater, transmission control module, transmission mounted parking brake, wheel speed sensors and control module, automatic temperature control programmer, mode and temperature door actuators, remote mirror motors, keyless entry/alarm system, factory-installed entry/ security system, rear monitor camera, factory-installed fireplace burner assembly, interior mounted systems monitor, dash mounted instrument cluster and gauges.

Deluxe Appliance Components: Icemaker, trash compactor, dishwasher, built-in coffee maker, built-in food processor, in-sink disposal, basement refrigerator/freezer, central vacuum cleaner system, fold out external grill, clothes washer/dryer, ceiling fan motor and smoke detector.

Entertainment Components (factory/dealer installed only): Stereo receiver, tuner, CD player, DVD player, satellite system, television set(s), television antenna and rotator.

Interior and Exterior Components (factory/dealer installed only): Hood latches and springs; door handles, latches and springs; door chimes, heated seats, seat tracks, clock, courtesy map light assembly, power window curtain motors/shade motors, awning motor, awning mechanism, awning sensor, shore power cord and retractor, intercom, and air horn.

Leveling System Components: Factory installed mechanical/electric/hydraulic leveling jacks, controller, electrical switches and wiring harness.

Power Step Components: Power step, lines, fittings, cylinders, worm gears, electrical switches and wiring harness, entry door floor motor and mechanism.

Slide-Out Room Components: Slide-out room motor(s), guides, tracks and hydraulic valves, sliding floor motor, pump/jack assembly, electrical switches and wiring harness.

Seals and Gaskets: Seals and Gaskets are covered for all listed parts.

Wear and Tear: Coverage will be extended to all parts and components listed in the **Schedules of Coverage** that suffered a **Breakdown** as a result of "**Wear**" and/or "**Tear**" unless otherwise listed under the **Exclusions** section of this **Agreement**.

COMPLETE COVERAGE Covers all parts of the Unit except (only if selected and paid);

- a. Parts listed under the Exclusions section of this Agreement.
- b. Parts covered under the manufacturer's warranty, special policies, or recalls.

E. TOWABLE RV AND COACH ONLY SCHEDULE OF COVERAES

In the event of a **Breakdown** covered by this **Agreement**, **We** will pay for the agreed to costs to repair or replace any of the parts listed below, less any **Deductible**, in accordance with the **Plan** selected by **You** as shown on the **Declaration Page** and the Terms and Conditions of this **Agreement**.

TOTAL COVERAGE

Suspension Components: Leaf and coil springs, shackles and bushings and rubber suspension springs.

Brake Components: Master cylinder, wheel cylinders, calipers, magnets, metal-only hydraulic tubing and metal fittings, drums and rotors (when in conjunction with a covered repair).

Fresh/Waste Water System Components: Hot water tank, burner assembly, thermostat, thermocouple, gas valve, electronic ignition assembly, PC board, diesel/electric heating system, shower assembly, toilet, sink, holding tanks, gate valves, macerator pump, water pump, faucets, traps, fittings and water lines.

Roof/Basement Air Conditioning Components: Compressor, evaporator, condenser, capacitors, relays, thermostat, heat strips, expansion valve, control module and panel, reversing valve, blower fan and motor and PC board, and ceiling ventilation fans and motors.

Kitchen Center Components: Range/oven burner assembly, burner valves, refrigerator/freezer, microwave, convection oven, thermostat, thermocouple, burner, igniter and PC board.

LP Gas System Components: Gas regulators, gas tanks, gas valves, tank gauges, LP lines and fittings, emergency shut off system, gas leak detector and carbon monoxide monitor.

Heating System Components: Furnace igniter, burner assembly, gas valve, gas leak detector, thermostat, thermocouple, blower motor, and PC Board.

Generator/Power Plant Components: Power plant engine block and cylinder heads, if damaged as a result of the failure of an internally-lubricated part. All internally-lubricated parts contained within the power plant engine. Alternator, starter, manually-operated switches, voltage regulator, power converter-inverter, PC boards, fuel pump and hour meter.

Hi-Tech Components: Remote mirror motors, keyless entry/alarm system, factory-installed entry/security system, rear monitor camera, factory-installed fireplace burner assembly, interior mounted systems monitor, dash mounted instrument cluster and gauges.

Deluxe Appliance Components: Icemaker, trash compactor, dishwasher, built-in coffee maker, built-in food processor, in-sink disposal, basement refrigerator/freezer, central vacuum cleaner system, fold out external grill, clothes washer/dryer, ceiling fan motor and smoke detector.

Entertainment Components (factory/dealer installed only): Stereo receiver, tuner, CD player, DVD player, satellite system, 42" or smaller television set(s), television antenna and rotator.

Interior and Exterior Components (factory/dealer installed only): Hood latches and springs, door handles, latches and springs, door chimes, clock, power window curtain motors/shade motors, awning motor, awning mechanism, awning sensor, shore power cord and retractor.

Slide-Out Room Components: Slide-out room motor(s), guides, tracks and hydraulic valves, sliding floor motor, pump/jack assembly, electrical switches and wiring harness.

Power Step Components: Power step, lines, fittings, cylinders, worm gears, electrical switches and wiring harness, entry door floor motor and mechanism.

Leveling System Components: Factory-installed electric/hydraulic leveling jacks, controller, electrical switches and wiring harness.

Seals and Gaskets: Seals and Gaskets are covered for all listed parts.

Wear and Tear: Coverage will be extended to all parts and components listed in the **Schedules of Coverage** that suffered a **Breakdown** as a result of "Wear" and/or "Tear" unless otherwise listed under the **Exclusions** section of this **Agreement**.

COMPLETE COVERAGE Covers all parts of the Unit except (only if selected and paid);

- a. Parts listed under the Exclusions section of this Agreement.
- b. Parts covered under the manufacturer's warranty, special policies, or recalls.

F. OPTIONAL COVERAGES (Motor Home, Towable, and Coach)

1. **Power Surge Coverage:** In the event **You** selected and purchased the **Power Surge Coverage** option, as show on the **Declaration Page** of this **Agreement**, **We** will provide coverage for damage to covered electrical parts caused by a power surge, up to a maximum aggregate of [twenty five hundred dollars (\$2,500)]. A power surge is defined as an external unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit; a voltage spike.
2. **Commercial Use Coverage (for Towable and Coach Units, New Plans only):** In the event that **You** selected and purchased the **Commercial Use** option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for those **Units** defined as **Commercial Use Units**. If the **Unit** is registered in the name of a business, the optional **Commercial Use** surcharge must be paid at time of purchase, regardless of whether or not the **Unit** is being used for commercial purposes.
3. **Consequential Loss Coverage:** In the event **You** selected and purchased the Consequential Loss Coverage option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for the repair of a **Covered Part** if the failure of the **Covered Part** was caused by the action or inaction of a non-covered part.
4. **Navigation Package Coverage(Motor Home Only):** In the event **You** selected and purchased the Navigation Package option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for the following: Compass, global positioning system (GPS), on board communications system, GPS satellite antenna, back-up warning system and electronic driver information display and module.
5. **Tire and Wheel Road Hazard Coverage:** In the event **You** selected and purchased the Tire and Wheel Road Hazard option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for the **Unit** and **Your Tow Vehicle** when a tire or wheel is damaged due to a covered road hazard. Coverage for the **Tow Vehicle** is dependent on **Your Tow Vehicle** being hooked up to the **Unit** at the time of the road hazard or for road hazards incurred while **You** are camping with **Your Unit** more than one hundred miles (100) away from **Your** home. Common road hazards include debris on the road surface

such as nails, glass, potholes, rocks, tree limbs or any other objects or conditions not normally found in the roadway. NOTE: Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones or construction sites will NOT be considered a covered road hazard. Damages from these conditions or any accident should be reported to **Your Unit or Tow Vehicle's** physical damage insurance company. Coverage includes the cost to repair or replace the tire and/or wheel, using fair market value of the replaced tire and/or wheel, mounting, valve stems, balancing, taxes, and customary labor charges. The Tire and Wheel Road Hazard option is not subject to the General Provisions, Deductible, Limits of Liability or Guide To Filing A Claim sections of this **Agreement**.

Call the Administrator shown on the Declaration Page, prior to any repairs, to report a damaged tire or wheel and to obtain an authorization number.

- a. **Tire Repair:** We will reimburse **You** for the actual cost to repair a flat tire caused by a covered road hazard. The repair will be performed using the inflated spare tire for the **Unit** or the vehicle being towed. If an inflated spare tire is unavailable, the **Unit** or **Tow Vehicle** will be towed to the nearest **Repair Facility** for tire repair.
- b. **Tire Replacement:** We will reimburse **You** for the cost to replace a tire irreparably damaged due to a covered road hazard. Reimbursement cost includes charges for mounting, balancing and valve stems. Benefits apply to replacement tires for the duration of this **Agreement**. Aggregate benefits for the duration of this **Agreement** are limited to four (4) occurrences regardless of the number of tires replaced per occurrence.
- c. **Wheel/Rims:** We will reimburse **You** for the cost to repair or replace a wheel rendered unserviceable due to a covered road hazard. Wheel inspection may be required for a **Claim** approval. Aggregate benefits for the duration of this **Agreement** are limited to [four (4)] occurrences regardless of the number of wheels replaced per occurrence.
- d. **Taxes:** We will reimburse **You** for the cost of any applicable taxes.

Prior notification is required before any tire or wheel is repaired or replaced. Within 30 days of an incident, send a copy of the repair or replacement invoice, including authorization number, tread depth of damaged tire, detailed description, cause of the damage, photograph(s) of the damaged tire or wheel and any other information reasonably requested to the **Administrator**. Tire and Wheel Road Hazard coverage for the Unit and the vehicle being towed is subject to the exclusions described in the Exclusions section of this Agreement, as applicable. Damages and costs resulting from or falling within any of the following descriptions are also excluded from coverage: resulting from chain damage or use on a construction site; resulting from collision with a curb, object or another vehicle; resulting from improper or inadequate maintenance, including misalignment, suspension problems, improper tire inflation; mechanical issues resulting in abnormal wear and tear, dry rot, salt water exposure or tire(s) worn to less than 3/32 inch tread depth; tires or wheels that are oversized or otherwise inconsistent with manufacturer's recommendations; tires or wheels transferred from another Unit or vehicle; damage that does not affect performance or safety, such as sidewall rim pinches or bruises; damage covered by any other insurance, warranty or service contract; and consequential losses or damages.

G. ADDITIONAL BENEFITS

Service Calls: In the event of a **Breakdown** covered by this **Agreement**, **We** will pay for a service call not to exceed [two hundred dollars (\$200)] per occurrence if:(Service calls apply to repair only.)

- a. The covered Breakdown renders the Unit immobile (unable to be moved); or
- b. The covered Breakdown occurs on a stationary Unit. A stationary Unit is defined as meeting at least one of the following criteria:
 - i. The Unit is tied down, skirted or ties are removed;
 - ii. The Unit has permanent connections for electricity, water or sewage;
 - or iii. The Unit has a permanently attached sun room, deck or similar structure.

H. GUIDE TO FILING A CLAIM

(Does not apply to the optional Tire and Wheel Road Hazard coverage)

- a. **Prevent Further Damage.** Take immediate action to prevent further damage. This **Agreement** will not cover the damage caused by continued operation in a failed state, and/or failing to secure a timely repair of the failed part.
- b. **Take Unit to a Repair Facility for Diagnosis.** In the event of a **Breakdown**, take the **Unit** to the dealer that sold **You** this **Agreement**, if at all possible. If not, take the **Unit** to any licensed **Repair Facility** approved by the **Administrator**. Tell the service facility to visit the claims website "www.ClaimYard.com" for 24/7 claims submission and instruction. For further assistance, contact the **Administrator** 877-938-3332, theclaimyard@gmail.com. Provide the **Repair Facility** with a copy of this **Agreement** and/or the **Service Agreement** Number.
- c. **Obtain Prior Authorization from the Administrator.** Prior to any repair being made, instruct the **Repair Facility** to contact the **Administrator** to obtain authorization for the **Claim** and a **Claim** Authorization Number. It is **Your** responsibility to ensure that authorization has been obtained for any covered repair prior to the work being started. Failure to obtain proper authorization will result in a denial of benefits. The amount authorized by the **Administrator** is the maximum that will be paid for the repairs covered under the terms of this **Agreement**. Any additional repair costs must receive prior approval. If a **Breakdown** occurs after the **Administrator's** normal working hours, the **Repair Facility** must contact the **Administrator** immediately on the first available business day.
- d. **Review Coverage.** After the **Administrator** is contacted, review with the **Repair Facility** what will be covered by this **Agreement** and what portions of the repair (if any) will not be covered.

- e. **Tear-Down and/or Inspection of the Unit.** In some cases, **You** may need to authorize the **Repair Facility** to inspect and/or tear-down the **Unit** in order to diagnose the failure and estimate the cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Agreement**. **We** reserve the right to require an inspection of the **Unit** prior to any repair being performed.
- f. **Review Repair.** Review the work performed on the **Unit** with the **Repair Facility** when the **Unit** is picked up.
- g. **Pay Deductible and Costs for Non-Covered Repairs.** **We** will pay the **Repair Facility** directly for the cost of the work performed on the **Unit** that is covered by this **Agreement** for the previously authorized amount, less the **Deductible**. **You** must pay for any repair or service that is not covered by this **Agreement**. In some cases, it may be necessary for **You** to pay the repair bill in full. In such event, **We** will reimburse **You** for the authorized cost of the repair, less the **Deductible**.
- h. **Emergency Repairs.** Should an emergency occur which requires a **Breakdown** repair at a time when the **Administrator's** office is closed, **You** must call the **Administrator's** office on the first available business day after the date of repair to determine if such repair will be covered by this **Agreement**. If covered, **You** will be reimbursed for the repair at the manufacturer's suggested retail prices for **Covered Parts**. Labor cost will be reimbursed using a nationally recognized labor time guide. **Emergency Repairs** include, but are not limited to a **Breakdown** that incapacitate the **Unit** in an unauthorized, hazardous, or unsafe area; or leave the **Unit** stranded and/or immobile.

I. OPTION TO RENEW AGREEMENT

You have the option to renew coverage for the **Unit** identified on the **Declaration Page** prior to the expiration of this **Agreement**. The decision to renew coverage is subject to the **Administrator's** sole discretion and approval; taking into consideration the following terms and conditions:

1. **You** must contact the seller directly at least thirty (30) days and one thousand (1,000) miles prior to the expiration date specified on the **Declaration Page**.
2. The **Unit** must be eligible for coverage based on the underwriting guidelines in place at the time of the request to renew.
3. **You** must provide **Us** with verifiable service records indicating that proper maintenance to the **Unit** has been performed. Coverage may be denied based on the service history of the **Unit**.
4. The **Unit** must be made available for inspection, if requested by **Us**.
5. If approved, the **Administrator** will provide **You** with confirmation of coverage.

J. TRANSFER OF YOUR AGREEMENT

This **Agreement** is for **Your** benefit and is transferable to the next subsequent private purchaser of the **Unit** only while the **Agreement** is in force and if certain conditions are met. **You** may not transfer this **Agreement** if the **Unit** is sold or traded (retail or wholesale) to a dealer or wholesaler.

A completed transfer application and a fifty-dollar (\$50) transfer fee must be submitted to the **Administrator** within thirty (30) days of a change in ownership, along with the following:

1. A notarized copy of the documentation showing change of title and odometer reading;
2. Proof of maintenance recommended by the manufacturer; and
3. If the manufacturer's warranty requires a transfer, a copy of the completed transfer form.

The requisite transfer application form may be obtained from the **Administrator**. Transfer applications are subject to approval by the **Administrator**. In the event the transfer application, fee, and required documentation is postmarked after thirty (30) days of the change in ownership, then this **Agreement** will be deemed NON-TRANSFERABLE.

K. CANCELLATION OF YOUR AGREEMENT

1. **You** may cancel this **Agreement** at any time. To cancel, **You** must submit a written request and return this **Agreement** to the selling dealer or, if necessary, directly to the **Administrator**. An odometer statement indicating the odometer reading at the date of the request and a signed cancellation request form will be required to process **Your** refund. If this **Agreement** is canceled within the first sixty (60) days, **You** will be refunded the entire **Agreement** Purchase Price less any **Claim(s)** paid. If this **Agreement** is canceled after the first sixty (60) days, **You** will be refunded an amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the **Plan** selected and the date coverage begins, less any **Claim(s)** paid and a [twenty-five dollar (\$25.00)] administrative fee. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. The right to cancel this **Agreement** is non-transferable and shall only apply to the original **Agreement** Holder.
2. **We** may cancel this **Agreement** for nonpayment of the **Agreement** Purchase Price, or for a material misrepresentation made in obtaining this **Agreement** or in the submission of a **Claim**, or in the event **Your Unit** is modified/altere d as listed in the **Agreement** Exclusions or is used in a manner excluded by the **Agreement**. If this **Agreement** is canceled by **Us**, **We** will refund an amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the **Plan** selected and the date coverage begins. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the **Agreement** Holder at the last known address at least 5 days before the effective date of the cancellation.

3. If **Your Unit** and this **Agreement** have been financed, the Lienholder shown on the **Declaration Page** may cancel this **Agreement** for nonpayment or if **Your Unit** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Agreement** to the Lienholder or otherwise entitle the Lienholder to performance under this **Agreement**.

L. ARBITRATION PROVISION

In the event of litigation between You and Us, proceeding will be made through the following Arbitration Provision;

To begin Arbitration, either **You** or **We** must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. **You** may get a copy of these AAA Rules by contacting AAA at 1633 Broadway, 10th floor, New York, NY 10019, calling 1-800-778-7879 or visiting www.adr.org. The filing fees to begin and carry out Arbitration will be shared equally between **You** and **Us**. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the Arbitration. Unless **You** and **We** agree, the Arbitration will take place in the county and state where **You** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **You AGREE and UNDERSTAND THAT this Arbitration Provision means that You give up Your right to go to court on any claim covered by this Provision. You** also agree that any Arbitration proceeding will only consider **Your** claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your** claims. Please refer to the Special State Disclosures section of this Service Agreement for any added requirements in **Your** state. In the event this Arbitration Provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **You** and **We** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **You** and **Us**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

M. EXCLUSIONS

THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR REPAIR IF:

- not previously authorized by the Administrator;
- For any failure or claim caused by a condition that existed prior to the purchase of this agreement; - Diagnostic charges
- Breakdowns outside the continental United States of America, Alaska, Hawaii, and Canada;
- the Unit has been used for hauling trailers in excess of the Manufacturer's rated capacity;
- hauling trailers or tow vehicles without suitable equipment;
- when the purpose is to raise compression or correct oil consumption which includes: worn rings, worn or burned valves;
- You cannot provide to the Administrator accurate records proving that You have maintained the Unit in accordance with the manufacturer's specifications and instructions;
- any mechanical alterations have been made by You to the Unit, including, but not limited to: the use of oversized tires; frame or suspension modifications; or removal of any emission control system parts;
- covered under the Manufacturer's: warranty, recall, special policy, or any other agreement or written warranty; - any valid collectible insurance policy;
- a breakdown is directly or indirectly caused by Overheating of any covered part or non-covered part;
- agreement holder failed to maintain proper fluid qualities and levels of coolants, fluids, or lubricants, carbon deposits or sludge, contamination of any fluids, corrosion, rust;
- from damage resulting from continued operation in a failed condition;
- the Unit has been abused or neglected;
- accident or collision, vandalism, theft, lightning, flood, Acts of God, Acts of Nature, or any other events beyond our control; - failure or loosening of fasteners, connections, or bolts;
- the Unit is a total loss, has been repossessed or is the subject of a repossession action;
- from any other cause whatsoever, except as outlined in this agreement;
- for liabilities for damage to property or for injury to or death of any person arising out of the operation, repair, maintenance or use of the Unit, whether or not related to any covered part;
- for consequential losses or damage, unless specifically covered herein;
- costs not necessary to correct a Breakdown or any part that has not suffered a Breakdown;
- damages or any loss resulting from faulty or negligent repair work, improper/mis-diagnosis, or installation of defective parts;
- damage to the vehicle being towed by the Unit, if any, regardless if the damage is caused by the failure of a covered part;
- obsolete parts/components or retrofitting due to unavailability of parts;
- frame, structural damage, adjustments, bent axles, alignments, ramps, bumpers;
- shop supplies, hazardous waste removal or maintenance supplies or services, freight;
- any claims papers received after sixty (60) days from the authorization date will result in a claim denial;
- non-factory installed parts;
- awning material, roofing materials, sealants, sheet metal, siding, glass, wheel covers, glass, washers, doors, louvers, vents, rattles, wind and squeaking noises, water leak repairs;
- Unit seals, gaskets, rubber moldings, weather stripping;
- bowed walls or ceilings, carpet, flooring, (wood, hard surface and resilient), warping or uneven floors, windows, wood framing, woodwork and mill-work; - bedding, upholstery, canvas, retractable screens, window shades, treatments and draperies;
- cabinetry, vanities, caulking or grouting, cosmetic damage, delamination, discoloration of any material, counter tops, furniture, glazing, gluing compounds, knobs or dials;
- telecom wiring, computer software updates or new software installation, cellular phones, personal computers, infrared systems;
- microwave or oven accessories;

- routine maintenance items including but not limited to: filters, spark or glow plugs, battery, brakes pads and shoes, brake rotors and drums (unless in connection with a covered part failure), fluids (unless in connection with a covered part failure);
- exhaust system, EGR valve, carburetor, seals and gaskets (unless in connection with a covered part failure);
- bright metal parts, metal or plastic trim, paint(whether or not the painting of the parts is due to a covered part failure);
- water purification filters, water separators, hoses and lines not specifically listed in the schedules of coverages section; - manual clutch assembly and non-hydraulic linkage;
- strut/shock absorbers;
- safety restraint systems (airbags and seatbelts) ;
- any part whose only purpose is for illumination, such as, but not limited to: sealed beams, high intensity discharge(H.I.D. or Xenon) headlamp bulbs, H.I.D. headlamp assemblies or H.I.D. headlamp ballasts, Hi intensity Light Emitting Diode(H.I.L.E.D.) headlamp assemblies, H.I.L.E.D. replacement units, H.I.L.E.D. cooling systems, L.E.D. (Light Emitting Diode) assemblies of any kind, light bulbs, lenses;
- for any of the following generator parts: repair costs when the purpose is to raise compression or correct oil consumption which includes: removal of any emissions control parts or for repair costs or expenses if a breakdown is directly or indirectly caused by overheating of any covered part or non covered part or by the failure of the agreement holder to maintain proper qualities and levels of coolant, fluids or lubricants, carburetor, distributor cap and rotor, exhaust system, resonators, water separators, spark or glow plugs, spark plug wires or tune ups;
- the odometer of the Unit has been broken or becomes inoperable or unreliable for any reason and odometer repairs were not made immediately at the time of failure or if the odometer has been tampered with, disconnected, or altered in any way while owned by You;
- any parts included in any of the optional coverages section unless the option and surcharge has been elected on the declaration page
 - if the Unit has been used for commercial purposes (unless commercial use surcharge is selected and paid)
 - Unit is used for full time residence (unless full time use surcharge is selected and paid)
 - any loss or damage resulting from road hazards or tires, wheels, and wheel balancing (unless you have selected and paid for the optional tire and wheel road hazard coverage)
 - power surges (unless you have selected and paid for the optional power surge coverage)
 - damage caused to, or caused from, a non-covered part (unless consequential loss coverage surcharge is selected and paid)