



Administrative Office

14875 Landmark Blvd., Ste. 108  
Dallas, TX 75254

TELEPHONE NUMBER: 1-888-964-1899

### RV Service Agreement

SERVICE AGREEMENT NUMBER

#### CUSTOMER INFORMATION

FIRST NAME		LAST NAME		MI	TELEPHONE NUMBER	EMAIL
ADDRESS			CITY		STATE	ZIP CODE
YEAR	MAKE	MODEL	UNIT PURCHASE PRICE		UNIT PURCHASE DATE	
CHASSIS VIN		CHASSIS WARRANTY TERM	COACH/ UNIT VIN	MANF WARRANTY TERM	MOTOR HOME CLASS <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

#### UNIT DESCRIPTION

##### PLAN INFORMATION

AGREEMENT PURCHASE DATE	IN-SERVICE DATE	AGREEMENT EXPIRATION DATE		ODOMETER MILEAGE	EXPIRATION MILEAGE
TERM 96 MONTHS/ UNLIMITED MILES	RATE CLASS	BASE CODE	AGREEMENT PURCHASE PRICE	PAYMENT PLAN <input type="checkbox"/> Yes <input type="checkbox"/> No	
PLAN TYPE <input type="checkbox"/> NEW UNIT PLAN <input type="checkbox"/> PRE-OWNED UNIT PLAN	PLAN DESIGNATION <input type="checkbox"/> MOTOR HOME <input type="checkbox"/> TOWABLE/COACH ONLY		COVERAGE TYPE (stated) <input type="checkbox"/> BASIC <input type="checkbox"/> PLUS <input type="checkbox"/> TOTAL		
DEDUCTIBLE <input type="checkbox"/> \$100.00	Waiting Period 30 Days		COVERAGE TYPE (exclusionary) <input type="checkbox"/> COMPLETE COMPLETE Coverage covers all parts of the Unit except: a. Parts listed under the Exclusions section of this Agreement. b. Parts covered under the manufacturer's warranty, special policies, or recalls.		

#### SURCHARGES AND OPTIONAL COVERAGES

REQUIRED SURCHARGES					
<input type="checkbox"/> EXTENDED ELIGIBILITY (New Units Only)			<input type="checkbox"/> UNIT AGE (Pre-Owned Units)		
OPTIONAL COVERAGES – RENTALS EXCLUDED					
<input type="checkbox"/> POWER SURGE COVERAGE		<input type="checkbox"/> TIRE AND WHEEL ROAD HAZARD		<input type="checkbox"/> CONSEQUENTIAL LOSS	
<input type="checkbox"/> COMMERCIAL USE		<input type="checkbox"/> FULL TIME USE		<input type="checkbox"/> ROADSIDE ASSISTANCE	

#### SELLER / LIENHOLDER INFORMATION

SELLER NAME Headstart Warranty Group		TELEPHONE NUMBER (888) 964-1899		SELLER NUMBER	F&I NUMBER
ADDRESS PO Box 640		CITY Spicewood		STATE TX	ZIP CODE 78669
LIENHOLDER NAME Budco Financial Services	ADDRESS 333 W. Fort Street Suite 1750	CITY Detroit	STATE MI	ZIP CODE 48226	TELEPHONE NUMBER

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**You** acknowledge **Your** understanding of and agree to the **Dispute Resolution/Arbitration Agreement and Class Action Waiver** section in this **Agreement**. Refer to the **Dispute Resolution/Arbitration Agreement and Class Action Waiver** section for opt-out instructions. This **Agreement** is based on information **You** provided in this Declarations Page. **You** acknowledge **Your** understanding of the limited applicability of the Federal Magnuson Moss Warranty Act as set out in this **Agreement**.

**I have read and agree to the terms and conditions on each page of this contract.**

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CUSTOMER'S SIGNATURE

DATE

AUTHORIZED SELLER  
SIGNATURE

DATE

**Administrative Address:** 14875 Landmark Blvd., Ste. 108, Dallas, TX 75254 1-888-964-1899

SAMPLE

## 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** – Headstart Warranty Group, 14875 Landmark Blvd., Ste 108, Dallas, TX 75254.
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 1<sup>st</sup> of the **Unit** model year.
11. **Plan** - Refers to the **Plan** and term selected by **You** as shown on the **Declaration Page** of this **Service Agreement**.
12. **Obligor (We, Us, Our)** - Auto Knight Motor Club, Inc. 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 (844) 241-5518 who is the Obligor to this Agreement except in the states of Florida and Oklahoma. In the states of Florida and Oklahoma, the Obligor is Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, (Florida License No. 03698, Oklahoma License No. 44200929).

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) **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 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.

11. **Waiting Period:** The Waiting Period is measured from the **Contract Date** on the **Application** page and is as follows: 30 days. The Waiting Period runs concurrently with the Term of the **Contract**. Until the time period has elapsed, your vehicle is still within the Waiting Period. Failure of a covered part during the Waiting Period is not covered.

## 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. **Commercial Use Coverage (for Towable and Coach Units,**
- 2. 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 use 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 noncovered part.
- 4. 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 constructions 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, including Department of Transportation 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.headstartwarrantygroup.com/claims](http://www.headstartwarrantygroup.com/claims)" for 24/7 claims submission and instruction. For further assistance, contact the **Administrator**: 1-888-964-1899. Fax: 1-800-811-2660. 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. Diagnostic procedures that are not necessary to determine cause of failure are not covered.
- 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 NONTRANSFERABLE.

#### 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 [fifty dollar (\$50.00)] 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/alterd 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. 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;
- 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;
- any units used for rental purposes;
- 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;

- 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;

**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;
- 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;
- accessories for microwaves and/or ovens;
- 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.
- 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;
- strut/shock absorbers;
- safety restraint systems (airbags and seat-belts) ;
- 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)

#### M. INSURANCE STATEMENT

**This is not an insurance policy.**

Our obligations to perform under this **Agreement** are insured under an insurance policy issued by Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York, Rhode Island and Wisconsin. In California, if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)). In Georgia, the Obligor is insured under an insurance policy issued by the Insurance Company of the South, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. In New York and Wisconsin, the Obligor is insured under an insurance policy issued by the Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. In Rhode Island, the Obligor is insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738. **If the Obligor fails to pay an authorized claim within sixty (60) days, or if the Obligor becomes insolvent or ceases to conduct business during the term of this Agreement, You may submit Your claim directly to the applicable insurer at the above address for consideration.**

#### LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

**You** agree and acknowledge that **You** have paid an additional fee for this **Contract** that is separate and apart from the purchase price **You** paid for the **Covered Vehicle**. Because of that separately stated consideration, **You** agree and acknowledge that this **Contract** is not part of the basis of the bargain for **Your** purchase of the **Covered Vehicle**. **You** further

agree and acknowledge that **We**, the **Administrator/Obligor** under this **Contract**, are not the supplier of the **Covered Vehicle**. Consequently, this **Contract** is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this **Contract** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

**LIMITATION OF LIABILITY:** THIS CONTRACT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER

**N. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION Agreement AND CLASS ACTION WAIVER,

INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND Your RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class

Action Waiver (collectively including all of this section of this **Agreement**), **You, We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this Agreement, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration.

"Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING You, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.**

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties



hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law.

**CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, nonrepresentative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except

that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your claims are frivolous, **You** shall bear all of the Arbitration Costs. If We initiate arbitration against **You**, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this **Agreement** or any other **Agreement**, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. You SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION Agreement AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF Your INTENTION TO DO SO TO Us WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS Agreement (THE DATE OF PURCHASE BEING INDICATED

ON Your Agreement. To opt out, **You** must send written notice to either:

- (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) [legal@fortegra.com](mailto:legal@fortegra.com), with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Dealer/Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

## PRIVACY POLICY

Your privacy rights are important to us. You have chosen to do business with us and we recognize our obligation to keep the information you provide to us both secure and confidential.

Our commitment to protecting your information will continue under the principles and guidelines described below.

Keeping your information secure is one of our most important responsibilities. We value your trust and handle your information with care. Our employees access information about you when needed to maintain your account or otherwise meet your needs. We may also access information about you when considering a request from you for additional services or when exercising our rights under the law or any agreement with you. We safeguard information according to established security standards and procedures and we continually assess new technology for protecting information.

In the course of doing business, we collect and use various types of information from public records, market research, other available reports, as well as information you provide to us. We use this information to service your account and to help us learn more about the services in which you are interested.

Whether you are a current customer or just visiting us online, we safeguard the information you provide to us at Fortegra.com. How we use and protect this information is described below.

When you visit our website, we collect information on the efficiency and working of our site. The types of information your browser or internet session automatically sends us each time you visit one of our sites, which we automatically collect, includes:

- Your browser, e.g., Internet Explorer, Netscape Navigator
- Your internet domain, e.g., AOL, Netcom, Earthlink.

- Your computer's operating system, e.g., Windows, Macintosh, UNIX, Linux.

- Your navigation path, i.e., the URLs of where you come to our site from, which of our pages you visit, and where you go as you leave. Your IP address.

We collect personally identifiable information ("PII", such as your first and last name, telephone number, mailing address, email address, date of birth and other general information) that you provide us through interaction with our website in order to provide you the service(s) we offer.

Our website and services are not intended for use by individuals who are under eighteen (18) years of age ("Minors"), nor do we knowingly collect information from Minors.

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction. We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.

- To contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.

- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by

us about our website users is among the assets transferred. To fulfill the purpose for which you provide it. With your consent.

You can count on us to keep you informed about how we protect your privacy and limit the sharing of information you provide, regardless of what medium is used. please note that since we cannot control information on other internet sites, we are not responsible for the content of sites linked to Fortegra.com. while we utilize commercially reasonable security measures to protect your PII, due to the open nature of the internet, we cannot guarantee its absolute security. By visiting our website and providing us with your PII, you acknowledge that you understand these risks exist and agree that you are assuming responsibility for these risks.

**This information lets us see how users find our sites, and it tells us which pages users visit most frequently so we can make our websites more useful. we keep this information for an indefinite amount of time to improve the operation of our site and to provide better services to our users.**

#### **24-HOUR ROADSIDE ASSISTANCE: 866-330-0760 PLAN "EB"**

When arranging for Roadside Assistance, please call 866-330-0760 and reference Your Producer Code "119438," Your Member Number (which is at the top right of the declaration page provided to you by your program administrator), and Plan "EB." In the event Your Vehicle is disabled, We will dispatch a service vehicle to Your location to assist You. In the event Your Vehicle is unable to continue under its own power, Your Vehicle may be towed to a location of Your choosing. You will not be required to pay any additional fees when your service is for a tow that does not exceed the benefit limit of one thousand dollars (\$1000.00) per occurrence, any additional costs will be Your responsibility and payment will be expected at the time service is rendered. You are entitled to one (1) free service within a seventy two (72) hour period.

The following covered Roadside Assistance Services are available to you up to one thousand dollars (\$1000.00) worth of coverage:

- **Mechanical First Aid:** Any minor adjustment that a dispatched service provider might perform to allow the Vehicle to proceed safely under its own power.
- **Battery Service:** Jumpstart or boost a dead battery.
- **Delivery Service:** Including gasoline, water, oil, or any supplies necessary to send the Vehicle on its way. You are responsible for the actual cost of fluid and/or supplies delivered.
- **Tire Service:** If You get a flat tire, Your Vehicle's spare tire will be installed, as long as it's inflated and serviceable.
- **Lockout Services:** We will send a locksmith if You are accidentally locked out of the Vehicle. Access to passenger compartment only.

**Reimbursement:** In the event Your Vehicle is disabled and You contracted for any of the above covered Roadside Assistance services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Maximum for any covered tow and any covered roadside service is fifty dollars (\$50.00). You must send your original receipted roadside bills along with a completed claim form to: Nation Motor Club, LLC. dba Nation Safe Drivers, 800 W. Yamato Rd Suite 100, Boca Raton, Florida, 33076. **Attn:** Claims. Claim forms may be obtained online at [www.nsdclaims.com](http://www.nsdclaims.com) or by calling toll-free 1-800-338-2680.

**TRIP INTERRUPTION:** In the event of a mechanical breakdown of a covered component or part, Administrator will **REIMBURSE** Agreement Holder a maximum of one hundred fifty (\$150.00) dollars per day, not to exceed a total of three hundred (\$300.00) dollars (Two days), for expenses

incurred by Agreement Holder for meals and/or lodging, provided: Agreement Holder cannot operate Agreement Holder's Vehicle due to a mechanical breakdown covered by this Agreement and are more than 100 miles away from home, and expenses are incurred between the time of breakdown and the time repairs are completed. (The date of breakdown shall be considered the first day.) One day's trip interruption expense shall be allowed for each eight hours, or portion thereof, of required manual flat-rate labor time.

A detailed receipt must be submitted to Administrator before reimbursement will be made.

**The following items are not included as part of the 24-Hour Roadside Assistance services:**

Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Registered Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or fuel, cost of installation of products, or materials. Non-emergency towing or other non-emergency service. Any service available through a valid manufacturer's warranty or service. Non-emergency mounting or removing of snow tires or chains. Tire repair or return of a repaired tire to the disabled vehicle. Extrication or Winching. Motorcycles, trucks over one (1) ton capacity, taxicabs, limousines, or other commercial vehicles. Antique vehicles (meaning any vehicle in excess of twenty (20) years old or out of manufacture for ten (10) years or more). Any and all taxes and fines. Damage due to collision, fire, flood, terrorism or vandalism. Road service or towing for any vehicle in a qualified repair facility. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service station or garage. Vehicle storage charges. A second tow. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the Registered Vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, unlicensed, unattended, or other violations of law. The labor cost of installing, repairing, removing, or testing of the Registered Vehicle(s) equipment or parts, or mounting or removing of chains or snow tires, or the shoveling of sand or snow. Repeated service calls for a Registered Vehicle in need of routine maintenance repair. Reimbursement for services secured through any other source other than Nation Motor Club, LLC without prior authorization from Nation Motor Club, LLC. Only one (1) disablement for the same cause during any seven (7) day period will be accepted. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

All 24-Hour Roadside Assistance Services and Benefits are administered through Nation Motor Club, LLC. Administrative offices at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431. **In California:** All services and benefits are provided by Nation Motor Club, LLC located at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431. California Motor Club Permit Number: 5157-3. **In Alabama, Alaska, & Utah:** All services and benefits are administered through Nation Safe Drivers Services, Inc. located at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431.