

ADVENTURE PLUS™

New and Pre-Owned Recreational Vehicle Service Contract Protection Plan

Congratulations on **Your Vehicle** purchase, and **We** thank **You** for choosing **Our Adventure Plus Service Contract** to help protect **Your** investment.

Repair service in the event of a claim, USA and Canada: **We** recommend that **You** return to **Your Selling Dealer** because of their continued and personal interest in **You**. If **You** are traveling or change **Your** residence, **You** may use any dealer or **Repair Facility** in the United States or Canada. If **Your Vehicle** is still under the manufacturer's warranty, **You** must take **Your Vehicle** to a manufacturer's authorized dealer.

Vehicle Care: Maintenance is an important part of protecting **Your Vehicle** investment, and is a condition of **Coverage** under **Your Service Contract**. Proper servicing based on **Your Vehicle** usage and driving conditions is essential to ensuring peak operating performance. If **You** are unclear about care and servicing of **Your Vehicle**, please contact **Your Selling Dealer's** service department, or the manufacturer of **Your Vehicle**.

Important Contact Information

Administrator: Administration Plus USA, LLC
P.O. Box 398
Dublin, Ohio 43017

Owner Assistance - General Information Toll Free 1-866-281-6335 8am – 6pm EST M-F

National Claims Toll Free 1-866-281-6338 8am – 8pm EST M-F

Towing, Roadside Assistance & Lock Out Service Toll Free 1-888-460-0655 24 Hours/365 Days Service

*Emergency Claims 1-888-218-5329 (after hours, weekends and holidays)

* See Emergency Repairs – **Contract Holder** Responsibilities, Filing a Claim – (1)

E-Mail questions@adminplususa.com

Definitions

Throughout this **Vehicle Service Contract** certain words and phrases are used that have special meanings. These terms appear in **boldface type**. Their meanings are listed below:

Administrator – Means the company as shown on the **Registration Page** that provides administrative services for this **Service Contract**.

Breakdown or Mechanical Breakdown – Means the failure of a covered mechanical or electrical part under normal service. A covered mechanical or electrical part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of non-covered parts.

Commercial Use – Means a vehicle used for Farming or Ranching, Route Work, Service, Repair Work or the Delivery of Goods only. Usage must not exceed manufacturer's rating and/or limitations. This surcharge is mandatory as it applies. **Commercial Use** must be selected on the **Registration Page** and purchased to qualify for **Coverage**.

Contract, Service Contract – Means this **Contract** and the completed and signed **Registration Page**, which forms this **Vehicle Service Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other important information.

Contract Holder, You, and Your – Means the purchaser shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

Coverage – Means the protection **You** have selected and purchased, as shown on the **Registration Page**.

Covered Part– Means **Your Vehicle's** original mechanical or electrical part(s) or component(s) at time of purchase, as described under **SCHEDULE OF COVERAGES** in this **Contract**, or like replacement part(s) or component(s) meeting the manufacturer's specifications.

Deductible – Means the amount **You** are required to pay, as shown on the **Registration Page**, upon each repair visit for a **Mechanical Breakdown** authorized by the **Administrator**. The **Deductible** for this **Contract** is one hundred dollars (\$100) unless otherwise indicated by the selection on the **Registration Page** and purchase of another eligible **Deductible**. Once a part or component is repaired or replaced under the terms of this **Contract**, any **Deductible** amount for future repairs to that part or component will be waived.

In-Home Service – Means a request to have **Your Vehicle** repaired at your residence or storage facility.

Registration Page - Means the document, which is attached to, and if qualified and accepted by the **Administrator**, becomes part of this entire **Vehicle Service Contract**.

Repair Facility – Means a **Repair Facility** licensed and/or regulated by the state to perform repairs for profit. The **Repair Facility** must have a business license or tax identification number.

RV or Vehicle – Means the **Motorhome, Travel Trailer, Fifth Wheel, Folding Camper or Slide-In Camper**, which is described on the **Registration Page**.

Selling Dealer, Dealership - Means a **Vehicle** sales and/or service facility authorized by **Us** to sell **Our Vehicle Service Contracts**.

Towable Recreation Vehicle, Towable RV, Towables, Fifth Wheels, Folding Camper, Slide-In Camper – Means a Towable recreational vehicle that is road ready and meant to be towed behind a motor vehicle.

We, Us and Ours – Means the entity who is obligated to perform under this **Contract**, as identified on the Declaration Section on the **Registration Page** as the "Obligor".

Schedule of Coverages

A. PREFERRED COVERAGE: Coverage is provided for failure of all mechanical and electrical components of the unit as defined in this Contract except for those items listed under the "Exclusions" section of this Contract.

Optional Coverage (Only applicable if appropriate box on Registration Page has been checked and applicable surcharge has been paid.) **DELUXE AUDIO VISUAL PACKAGE** (Factory Installed or Factory Approved Dealer Installed): Television set(s) up to 42" (maximum of four (4) sets); perimeter warning system.

B. STANDARD COVERAGE: Coverage is provided for the following listed components subject to the exclusions listed in the "Exclusions" section of this Contract. Only those components designated as covered are covered. Any components not listed below are not covered under this Contract.

C. MOTORHOME CHASSIS COVERAGE:

*NOTE: Items marked with an * are covered only if damaged by the failure of an internally lubricated moving part.*

1. **ENGINE** (Gas and Diesel): All internally lubricated engine parts including pistons, piston rings, crankshaft and main bearings, fly wheel, connecting rods and bearings, camshaft and bearings, timing chain or belt, timing gears, tensioners/guides, intake and exhaust valves, valve springs, valve guides, oil pump and oil pump housing, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters, intake and exhaust manifold, distributor shaft and housing, harmonic balancer, metal valve covers, timing gear cover, air filter and housing, water pump, vacuum pump, thermostatically controlled air intake, oil pan; *engine block and heads.
2. **TRANSMISSION:** All internal parts; torque converter; vacuum modulator; mounts; covers, pans and cases*, cooler and metal cooler lines.
3. **DRIVE AXLE ASSEMBLY** (Front and Rear): All internal parts contained within the differential housing, transaxle housing and final drive housing. Axle shafts, constant velocity/tripod joints, universal joints, drive shafts, hub bearings, supports, differential housing*, transaxle housing* and final drive housing*.
4. **SUSPENSION** (Front and Rear): McPherson struts (excluding replaceable cartridge); strut bar and bushing; upper and lower control arms, shafts and bushings; upper and lower ball joints; steering knuckles; wheel bearings; stabilizer shaft, linkage and bushings; kingpin and bushing; torsion bars; spindle and spindle supports; coil and leaf springs; shackles and shackle bushings; height sensor; compressor; lines and bags; rubber suspension systems; air dryer.
5. **STEERING:** All internally lubricated parts of the steering gear box; rack and pinion gear; power steering pump; main and intermediate steering column shafts and couplings; cooler and metal cooler lines; power cylinder; Pitman arm; idler arm; tie rod and tie rod ends; steering damper; center link; drag link; control valve and cylinder; tilt/telescoping steering assembly; gear housing*.
6. **AIR CONDITIONING:** Compressor; compressor mounting brackets; clutch; clutch pulley; clutch coils; condenser; evaporator; POA valve; expansion valve; suction valve; accumulator; orifice tube; temperature control programmer; power module; idler pulley and bearing; receiver-dryer; blower motor; blower motor fan; high/low cut off switches; pressure cycling switch; ducts and outlet hoses, AC control head.
7. **BRAKES:** Master cylinder; power assist booster; wheel cylinders; combination valves; equalizer valve; hydraulic control unit; brake pedal assembly; hydraulic lines and fittings; disc calipers; power brake cylinder; backing plates; clips, springs and retainers; self-adjusters; parking brake linkage and cables; rear actuators.
8. **ELECTRICAL:** Starter; alternator; voltage regulator; distributor; wiring harness; solenoid; relays; coils; manually operated switches; front and rear wiper motors; gauges; window motors and controls; power antenna and motors; seat motors; power door locks; cruise control transducers, engagement switch and servo; turn signal switch; horn; horn switches; remote control mirror motors; remote control spotlight system; dashboard clock; dual battery paralleling switch; back-up alarm; window defrosters.
9. **ELECTRONICS:** Fuel injection sensors, control module and injectors; electronic ignition module; electronic anti-detonation sensors and controller; electronic driver information display and module; electronic mixture control unit and sensors; electronic anti-lock brake system (ABS); relays.
10. **HEATING/COOLING:** Water pump including impeller shaft, bearings and bushings; radiator; radiator brackets; engine thermostat; heater core; fan; fan clutch; fan motor and controller module; coolant recovery unit; fan shroud; electric block heater; heater ducts and cabins.
11. **FUEL DELIVERY:** Fuel pump; fuel tanks; metal fuel lines; metal fittings; fuel pressure regulator; fuel distributor; fuel injection pump; fuel injectors (except for wear and tear or contamination); vacuum assist booster pump; auxiliary tank switch.
12. **CHASSIS FRAME:** Metal frame only.
13. **INTERIOR AND EXTERIOR:** Hood hinges; hood latches; hood gas cylinders; hood springs; door handles; door hinges; seat tracks; courtesy map light assembly; glove box door and hinges; glove box lock; shift lever.
14. **SEALS AND GASKETS:**
 - A. NEW UNITS: Seals and gaskets for all Covered Parts are covered.
 - B. USED UNITS: Seals and gaskets for all Covered Parts are covered only in connection with the repair or replacement of a covered component listed above.

D. MOTORHOME, TOWABLE/COACH-ONLY COVERAGE:

15. **HOT WATER HEATER:** Inner tank, pressure valve, burner assembly, thermostat, thermocouple, gas valve, electronic ignition assembly, P.C. board, heating elements, wiring harness and switches, fittings, connections, control panel.
16. **WASTE SYSTEM:** Fittings and piping in relation to shower, sink(s) and toilet (except electrical), toilet (except electrical toilets), holding tanks, vacuum breaker, gate valves, inlet valve, ball valve, fittings, connections, probe harness and traps (excluding probes) are covered.
17. **FRESH WATER SYSTEM:** Water pump, compressor, water tank, water lines, fittings (CPVC excluded), basic faucets and probe harness (excluding probes).
18. **AIR CONDITIONING:** (Roof-mounted 110V or central) Compressor, evaporator, capacitors, relays, thermostat, condenser, heat pump, fans, PC boards, heating elements, heat strips, control panel, accumulator, expansion valve, receiver dryer, blower motor, bathroom vent motor, high/low cut off switch, switches, electronic module, reversing valve, pressure cycling switch, ducts and ductwork.
19. **RANGE AND OVEN:** Burner assembly, igniter, ignition assembly, thermostat, thermocouple, burner valves, microwave oven, convection oven, power hood, PC board, fittings, connections and oven control valve.
20. **L.P. GAS SYSTEM:** Regulators, gas bottles (except valves), mounting brackets, gauges, pigtailed, LP lines, fittings, connections, automatic shut off system and shut off switches. LP detectors are covered; however, LP detectors are added components. Coverage applies to LP detectors that are Factory Installed or Factory Approved Dealer Installed. LP detectors purchased by the Contract Holder and installed by non-Factory Installed or non-Factory Approved Dealer Installed will NOT be covered.
21. **HEATING SYSTEM:** Furnace igniter, burner assembly, gas valve, thermostat, blower motor and assembly, heat pump, heat strips, fan motor, fans, fittings, connections, ducts, ductwork, PC board, thermocouple, relays and switches.

22. **REFRIGERATOR:** Thermostat, 2-way or 3-way cooling unit, burner assembly, igniter, control panel, PC board, thermocouples, eyebrow board and lower board, relays, switches, fittings, connections, electric heating elements and wiring harness.
23. **AUXILIARY POWERPLANT/GENERATOR:** (Factory Installed or Factory Approved Dealer Installed): All internally lubricated parts of the power plant engine, starter, switches, voltage regulator, generator assembly, cylinder block and head if damaged by the failure of an internally lubricated part, power converter, hour meter, inverter, interior monitor/control panel, and PC board. The carburetor and portable generator units are excluded.
24. **POWER STEP:** Power step motor and power step control module, interior monitor/control panel.
25. **ELECTRICAL SYSTEMS:** Inverters, power cable, monitor panel, modular circuit boards, electric heater, wiring, basic switches and outlets.
26. **AUDIO SYSTEMS:** (Factory Installed or Factory Approved Dealer Installed) Non-in dash stereo receiver, cassette and/or CD player.
27. **CONVERTER/BATTERY CHARGER:** Cooling fan and motor, electric relays, and circuit board.
28. **SURGE/ELECTRICAL TRAILER BRAKES:** Master cylinder, wheel cylinder, hydraulic or electric brake actuator, drums, backing plates, breakaway switch, and magnets.
29. **TRAILER SUSPENSION SYSTEM:** Coil and leaf springs, axles, spindles, spindle supports, wheel bearings (visible play only), and shackles, shackle bushings, actuators, and wheel hubs if damaged by covered component.
30. **POP UP TRAILERS:** Manual or electrical crank assembly and cables.
31. **VENTILATION AND EXHAUST FANS:** Thermostat, switches, relays and motors.
32. **AWNINGS:** Spring assemblies left and right side, awning motor (fabric, awning tube and lifter arms excluded).
33. **SEALS AND GASKETS:**
 - A. NEW UNITS: Seals and gaskets for all **Covered Parts** are covered.
 - B. USED UNITS: Seals and gaskets for all **Covered Parts** are covered only in connection with the repair or replacement of a **Covered Part** listed above.

E. OPTIONAL COVERAGE BENEFITS FOR STANDARD PLANS (INCLUDED IN PREFERRED COVERAGE):

1. **\$500.00 TOWING OPTION** - Increases Towing Benefit to Five Hundred Dollars (\$500.00) (see "**Coverage Benefits**" section). Please contact **Your** Roadside Service Processing Center for prior approval and assistance at 1-888-460-0655.
2. **AUDIO VISUAL PACKAGE:** (Factory Installed or Factory Approved Dealer Installed) Television set(s) (32" or less), TV antenna motors, stereo system including CD/DVD/MP3, VCR, tape deck, GPS navigation system, satellite dish motor and receiver.
3. **DELUXE COMPONENTS:** Rear monitor system, ice maker, trash compactor, central vacuum cleaner system, washing machine, clothes dryer, water purifier, dishwasher, in-sink disposal, ice maker, freezer, external barbecue, kitchen center (Factory Installed or Factory Approved Dealer Installed), electronic entrance system, remote electronic entrance system, factory installed thermometer, factory installed compass, computer dash printed circuit boards, central locking system, factory installed anti-theft system, power seat computer, electric fireplace, solar recharging system panels, regulators and wiring and aqua heat system.
4. **SEALS AND GASKETS (Used UNITS Only):** NOTE: For Used Motorhome units, **Coverage** is available for units with 60,000 miles or less. Seals and gaskets for all **Covered Parts** are covered independently or in conjunction with a covered repair.

F. MANDATORY SURCHARGES:

The following mandatory surcharges apply for New or Used units if the unit is so equipped:

1. **DIESEL ENGINE:** All covered engine parts shown under "Engine" plus fuel injectors (except for contamination), fuel injection pump, fuel heater, all internally lubricated parts contained within the turbocharger housing, waste gate and intercooler. Turbocharger housing is covered due to the failure of an internally lubricated part.
2. **FOUR WHEEL DRIVE: Transfer UNIT** - all internally lubricated parts contained within the transmission case, including but not limited to bearings, bushings sprockets, chains, sleeves, gears, viscous coupler and shift forks. **Drive Axles** - all internal parts, including but not limited to ring and pinion gears, spider gears, side gears, bushings, bearings, spacers, yokes, axle shafts, lock rings, retainers, axle bearings and hubs. The differential housing is also covered if damage is caused by a failure of an internally lubricated part. Drive shaft, center support and universal joints, including constant velocity joints and tripod joints are also covered.
3. **AIR BRAKES (Non-Diesel UNITS):** Compressor, diaphragm, treadle, disc caliper, compensating valve, slack adjusters.
4. **SLIDE-OUT ROOM(S):** (Factory Installed or Factory Approved Dealer Installed) Motors, hydraulic/electric pump/jack assembly, actuators, lines, fittings, cylinders, electric motor, worm gear, gears, boots, electric switch, and wiring harness.
5. **LEVELING SYSTEM:** (Factory Installed or Factory Approved Dealer Installed) Motors, hydraulic/electric pump, actuators, jack assembly, lines, fittings, cylinders, electric motor, worm gear, gears, electric switch, wiring harness.
6. **COMMERCIAL USAGE (Not available on Used UNITS):** Commercial Usage only means daily, weekly or monthly rentals, short-term (12-month or less) lease, or primarily used for business purposes by a single driver, e.g. a traveling salesperson. **Coverage** does not include taxi, shuttle, delivery services, principally used off-road or hauling.

G. COVERAGE BENEFITS:

1. **RENTAL EXPENSE (Motorhome Only):** In the case of a covered repair, the **Administrator** will reimburse the **Contract Holder** for substitute transportation. Such reimbursement will be limited to seventy-five dollars (\$75.00) for every eight (8) hours, or portion thereof, of applicable labor time required to complete the covered repair (based on applicable national repair manual), up to a maximum of five hundred dollars (\$500.00) per occurrence (except where prohibited by law).
2. **ADDITIONAL RENTAL EXPENSE (Motorhome Only):** Rental benefits will be increased up to five (5) additional days (\$50.00 per day maximum) in cases of covered major component (Engine, Transmission, Drive Axle) failure and/or parts delay for any covered repair or the **Administrator** requested unit inspection provided additional authorization is obtained from the **Administrator** (except where prohibited by law). In all cases no rental expense reimbursement will be provided if the repair is not covered by this **Contract**.
3. **SERVICE CALLS:** In the event of a failure of a covered repair, the **Administrator** will cover up to two hundred dollars (\$200.00) for onsite service calls if the unit is a park model trailer, a trailer where the failure has caused the unit to be immobile and not towable, or a Motorhome when a slide-out room or awning has stuck in an extended position causing it to be immobile and not towable. All other **In-Home Service** is not covered.
4. **TOWING SERVICE: (Sign and drive)** In the event of a failure of a **Covered Part**, **Coverage** is available up to three hundred dollars (\$300.00) for towing service (except where prohibited by law) if Standard **Coverage** is purchased, or up to five hundred dollars (\$500.00) if Preferred **Coverage** is purchased. If the five hundred dollar (\$500.00) towing option is purchased in conjunction with Standard **Coverage** and marked on the **Registration Page** of this **Contract** and purchased, the maximum towing benefit is increased to five hundred dollars (\$500.00). Please contact **Your** Roadside Service Processing Center for prior approval and assistance at 1-888-460-0655.

5. **ROADSIDE ASSISTANCE – (Sign and drive)** In the event **Your Vehicle** is disabled, **Coverage** is available up to one hundred dollars (\$100) per occurrence for actual road service charges in excess of any applicable reimbursement from the manufacturer or any other road service coverage. Examples of Road Service include: Fluid delivery (Cost of fluids extra), Battery boost/jump, Vehicle extrication, Flat tire change. Please contact **Your** Roadside Service Processing Center for prior approval and assistance at 1-888-460-0655.
6. **LOCK OUT ASSISTANCE- (Sign and drive)** In the event you are locked out of **Your Vehicle**, **Coverage** is available up to a maximum of fifty dollars (\$50) for locksmith services (key cutting/key replacement extra). Please contact **Your** Roadside Service Processing Center for prior approval and assistance at 1-888-460-0655.
7. **TRIP INTERRUPTION EXPENSES:** The **Administrator** will reimburse the **Contract Holder** up to two hundred dollars (\$200.00) per day for a maximum of three (3) days for expenses for meals (restaurants only) and lodging (hotel/motel only) (except where prohibited by law) incurred if:
 - A. The **Contract Holder** cannot utilize unit due to a covered repair and is more than one hundred (100) miles from home; and
 - B. Meals and lodging are required because the covered repair causes a delay en route. The date of the covered repair shall be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the covered repair and the time when repairs are completed or by the end of the third calendar day subsequent to the covered repair if the repairs are not completed, whichever occurs first.
8. **FOOD SPOILAGE:** The **Administrator** will reimburse the **Contract Holder** up to one hundred fifty dollars (\$150.00) per occurrence if the **RV's** refrigerator breaks due to a covered repair and service is not available for at least twenty-four (24) hours and food spoilage occurs.

General Provisions

This **Contract**, which includes the **Registration Page**, is between **You** and **Us**, and is subject to all the terms and conditions contained herein.

A. Contract Period

Coverage under this **Contract** begins on the **Contract** purchase date shown on the **Registration Page** and will expire according to the time and/or mileage (for Motorhome only) of the plan selected, whichever occurs first, as of 12:01 a.m. on the expiration date shown on the **Registration Page**.

New Term Coverage expiration is measured in time and mileage (for Motorhome only) from the **Contract** purchase date and zero (0) miles (for Motorhome only).

Used Term Coverage expiration is measured in time and mileage (for Motorhome only) from the **Contract** purchase date and the odometer reading on the vehicle purchase date (for Motorhome only).

B. Coverage

The **Coverage** afforded **You** for **Your Vehicle** is determined by the **Coverage Information** Section shown on the **Registration Page** and more fully described in the **Schedule of Coverages** section of this **Contract**. **Standard** is Named Component **Coverage**. **Preferred** is Exclusionary **Coverage**.

C. Transfer Procedures

The **Contract** is transferable. To transfer, the **Contract Holder** will forward his/her copy of the **Contract** and a copy of the bill of sale or receipt, the new owner's information and the transfer fee of \$75 to the **Administrator** within thirty (30) days of the transfer date. Proof of normal scheduled maintenance is required and must be included. Transfer of the **Contract** to consignment sales, dealers, rental agencies or any similar entity is not permitted.

D. Cancellation Of Your Contract

1. Cancellation By You

You may cancel this **Service Contract** at any time by:

- a. Returning to the **Selling Dealer** to complete and sign the cancellation forms.
- b. Mailing written notice to the **Selling Dealer** to cancel the **Contract**.

In either instance above, the request must be accompanied by a notarized affidavit/statement indicating the odometer reading (for Motorhome only) at the date of the request. The request for cancellation must be made no later than forty-five days from the date that the cancellation is to become effective (except in the case of repossession, stolen or totaled vehicles). The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

2. Cancellation By Us

If **We** cancel this **Service Contract**, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may cancel this **Service Contract** for any reason within ninety (90) days from the effective date. After ninety (90) days, **We** may cancel this **Service Contract**:

- If there has been a material misrepresentation or fraud;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer (Motorhome only);
- If **You** do not pay the **Contract** charge;
- If **Your Vehicle** is totaled, is repossessed or has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this **Service Contract**.

3. Cancellation By Lien holder

If this **Service Contract** is financed, the Lien holder (shown on the **Registration Page**) may cancel the **Service Contract** in the event **You** default in **Your** obligation to such Lien holder or in the event **Your Vehicle** is declared a total loss or is repossessed.

4. How Refunds are Calculated

If this **Service Contract** is canceled within sixty (60) days from the effective date and a claim has not been incurred, **We** will refund the entire **Contract** charge, unless otherwise indicated by **Your** state (See Special State Requirements). After sixty (60) days or if **You** have incurred a claim, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less a seventy-five dollar (\$75) administrative fee, unless otherwise indicated by **Your** state (See Special State Requirements). All refunds will be paid to the Lien holder if any, otherwise to **You**. If the **Service Contract** is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.

E. Our Rights to Recover Payment

If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

F. Limit of Liability

No individual claim/repair visit shall exceed the actual cash value of the **Vehicle**/unit at the time of **Breakdown**. Aggregate limit for **Coverages**/benefits paid during the term of the **Contract** will not exceed the price paid for the **Vehicle**/unit.

G. Dispute Resolution - Arbitration

This **Service Contract** requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this **Service Contract** (including the cost of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this **Service Contract** by a judge and/or a jury. **You** also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **Service Contract**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **Service Contract** and all transactions contemplated by this **Service Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Contract**.

H. Insurance

Our obligations under this **Service Contract** are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

Exclusions

- A. This Contract does not cover paint; carpeting and all other floor coverings; manual/hydraulic clutch assembly; trim, any refitting, repositioning or realigning of hoses and rubber parts; moldings; distributor cap/rotor; air bag/supplemental restraint systems; lenses; battery and cable; all maintenance services including but not limited to suspension alignments, wheel balances, engine tune-ups, spark/glow plugs and wires, brake pads, linings and shoes, filters, lubricants and fluids, air conditioning refrigerant or engine coolants, hoses and belts (except as required with a covered repair); bright metal; light bulbs/headlights; shocks; weather stripping; body panels; brake rotors/drums; lubricant seepage; canvas, vinyl or fabric; shop supplies, hazardous waste removal; all fabric, walls, wood and panels; service adjustments and cleaning; body adjustments and cleaning; fiberglass top; tires/wheels/rims; buttons, handles, glass, glass framework and fastening adhesives; bumpers; audio visual equipment (except as listed or chosen as an option above); exhaust systems (except manifold) and emission systems; rust or corrosion, carburetor, hubcaps, physical damage; retrofits or replacements of any components caused by or due to compliance with law or legislation including the 1990 Clean Air Act, including emission control equipment and sensor; ignition wires; constant velocity joint boots; EGR valve; friction clutch disc and pressure plate; wiper blades and windshield wiper arms; clutch throw out bearing; bolts and fasteners.
- B. This Contract does not cover physical construction or structure/flooring/doors/windows or alterations or upgrades resulting from covered repair(s).
- C. This Contract applies to mechanical /plumbing/electrical defects in material and workmanship. It does not apply to normal worn parts, adjustments or to damage caused by:
1. neglect, lack of maintenance, accident, abnormal operation or excessive/improper use, installation or service as deemed by us;
 2. use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;
 3. removal of parts; or
 4. propane impurities.
- D. This Contract does not cover routine maintenance, fluids, belts, fuses, hoses, filters, consumables, extension power cords, batteries, fasteners, bulbs, cosmetic adjustment or replacement; shell separating or damages caused by freezing, improper lay up or storage, cracking, paint changes, corrosion and rust.
- E. Coverage is not provided under the terms of this Contract unless the unit has been serviced according to the manufacturer's recommendations.
- F. This Contract does not cover the gradual reduction of operating performance caused by normal wear and tear when the wear on the component does not exceed factory field tolerances or any repairs caused by product vibration, or loose fasteners.
- G. This Contract is void if the odometer has ceased to operate and has not been repaired immediately. This Contract is void if the odometer has been altered by the Contract Holder or if an accurate odometer reading cannot be determined. This Contract is void if any loss or damage is caused by accident, collision, roll-over, riots, fire, theft, freezing, vandalism, explosion, lightning, earthquake, windstorms, hail, volcano eruption, water or flood, stranding, submersion, abuse, ice, nuclear incidents, or other acts of nature.
- H. This Contract does not cover any costs, expenses or equipment required to comply with law and/or regulations imposed or set forth by any governmental agencies.
- I. This Contract does not cover any incidental or consequential damages including damage to a non-covered part or a Covered Part, or any Covered Part which is not broken down but which an authorized service center recommends or requires be repaired, replaced, or where government/industry regulations disallow use of said part(s).
- J. This Contract does not cover any damage, internal or external, due to freezing, overheating or corrosion, electrolysis, salt or any other environmental conditions or inadequate or improper storage/lay-up.
- K. This Contract does not cover any mechanical failure that exists at the time of the retail sale of the unit.**
- L. This Contract does not cover any loss resulting from inadequate amounts of coolant, lubricant or fluids.
- M. This Contract does not cover any loss caused by improper or contaminated fuels or other fluids.
- N. Commercial use is excluded unless the Contract Holder qualifies under the commercial usage terms listed above and commercial usage is marked on the Registration Page of this Contract.
- O. This Contract does not cover Mechanical Breakdown covered under manufacturer's warranty, other applicable warranties, guarantees, policies (including any recalls) or other product that would provide any additional coverage.
- P. This Contract does not cover chrome; manual/hydraulic linkage; corrosion or rust; knobs/dials; outside ornamentation, TV's (TV's over 32" if audio/visual package or TV's over 42" if deluxe audio/visual package has been purchased and the applicable check box has been marked on the Registration Page);

furniture, cabinetry, vanities, racks, shelves, baskets and buckets; peeling of formica and all laminated materials; caulking or grouting; bedding; skylight assembly and parts; jake brake (available on Preferred Coverage only); perimeter warning systems; GPS navigation systems (for Standard Coverage only unless audio/visual package has been purchased and the applicable check box has been marked on the Registration Page); phone systems; personal computers and printers; internet access systems; audio/visual intercom systems; cable, satellite, and telephone wiring; cosmetic damage to any material including but not limited to discoloration, fading, peeling or cracking.

Q. This Contract does not provide Coverage in the event of a Mechanical Breakdown of the unit, during which any operation of the unit results in further damage related to the original Mechanical Breakdown. Continued operation of the unit will be considered failure on the part of the Contract Holder to protect the unit and will not be covered under this Contract.

Contract Holder's Responsibilities - Claims Procedures

Filing a Mechanical Breakdown Claim

1. **Prior Approval** - Prior to starting repairs, the **Contract Holder** or the **Repair Facility** must call the **Administrator** at 1-866-281-6338 to verify **Coverage** and obtain a claim authorization number for claims. Any claims for repairs without prior authorization will not be covered. For Emergency Repairs (non-business hours only), after the **Repair Facility** has diagnosed the problem, and created a detailed estimate, please provide the **Repair Facility** with **Your Contract** number and instruct them to call the Emergency Claims number 1-888-218-5329 to initiate a claim. The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval. Unapproved mail-in claims may be denied;
2. Return the unit to any dealer or authorized **Repair Facility** in the continental United States or Canada during normal service department hours. If the **Mechanical Breakdown** is not covered by this **Contract**, the costs incurred for disassembly and/or diagnostic work are the **Contract Holder's** responsibility and expense;
3. Provide the authorized **Repair Facility** with a copy of the **Contract**; the service manager must obtain authorization to inspect and/or tear down the unit in order to determine the cause of failure and cost of the repair;
4. Provide proof of maintenance upon request;
5. Provide complete cooperation in the investigation of any **Mechanical Breakdown** and allow inspection of the **Vehicle** by the **Administrator** before repairs are performed, if requested;
6. The **Contract Holder** pays the **Deductible** and any other non-covered expenses, if applicable;
7. Payment for covered **Mechanical Breakdowns** will be made either to the **Contract Holder** or the authorized **Repair Facility** in accordance with the **Contract** provisions
8. The **Contract Holder** or the authorized **Repair Facility** must provide the **Administrator** with the repair order within forty-five (45) days of the completion of the authorized repairs. Failure to submit the repair order within forty-five (45) days may result in complete denial and non-payment of the claim.

Filing a Roadside Assistance Claim

If **Your Vehicle** requires a Tow, Road Service or Lock Out Service, **You** must contact the Road Service Processing Center for prior approval and assistance at 1-888-460-0655 (24/7 365 days a year) – Please have **Your Contract** number or VIN available before **You** call.

Contract Holder's Responsibilities - Maintenance Requirements and Service History

You must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for **Your Vehicle**. If an Owner's Manual is not provided, **You** can contact **Your Vehicle's** manufacturer for maintenance requirements. **Your** Owner's Manual lists different service intervals based on driving habits, climate and geographic location. **You** are required to follow the normal or severe maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of **Coverage**. The **Contract** requires that **You** retain "Proof" of maintenance for the service and/or repair work performed on **Your Vehicle**, regardless if the work was performed by **You** or a **Repair Facility**. "Proof" means repair orders from a **Repair Facility** and/or a self maintained log that has corresponding part purchase receipts for oil and filter, coolant and brake system flush, etc. A self-maintained log without corresponding part purchase receipts is not acceptable "Proof" of maintenance.

Special State Requirements

(1) Alabama

General Provisions – Section D "Cancellation of **Your Contract**" is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**. The \$75 administrative fee is deleted and replaced with a \$25 administrative fee.

(2) Alaska

Exclusions – is amended to include:

Exclusion I – Any reference to consequential damage within this exclusion is deleted in its entirety.

(3) Arizona

General Provisions – Section G "Dispute Resolution – Arbitration" is deleted in its entirety.

General Provisions – Section D "Cancellation of **Your Contract**, Cancellation By **Us**" is amended to include:

We may cancel this **Service Contract** at any time for the following reasons:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If, while owned by **You**, the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Contract** charge.

Exclusions – is amended to include:

Exclusions E, G, J, L, M and N are amended to include "While the **Vehicle** is owned by **You**"

Exclusion K is deleted in its entirety.

Contract Holder's Responsibilities. Filing a Mechanical Breakdown Claim. Prior Approval – is amended to read as:

".....Any claim for repairs without prior authorization will not be covered, except when the **Administrator's** office is closed and emergency repairs are necessary.

(4) California

Item #3 under Declarations is deleted in its entirety.

General Provisions – Section G “Dispute Resolution – Arbitration” is deleted in its entirety.

General Provisions – Section D “Cancellation of **Your Contract**” is amended to include:

The \$75 administrative fee is deleted and replaced with an administrative fee of \$25 or 10% of the refund amount, whichever is less. The thirty (30) day written notice prior to cancellation is deleted and replaced with sixty (60) days.

Our right to cancel for any reason is changed from ninety (90) days to sixty (60) days. No administrative fee will be charged within the first sixty (60) days of cancellation.

In section “How Refunds Are Calculated”, the sentence “If the **Service Contract** is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.” is deleted in its entirety.

General Provisions – Section H “Insurance” is deleted in its entirety and replaced by the following:

Insurance

Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Service Contract** has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If **You** are not satisfied with the insurance company’s response, **You** may contact the California Department of Insurance at 1-800-927-4357.

(5) Colorado

General Provisions – Section H “Insurance” is deleted in its entirety and replaced by the following:

Insurance- Our obligations under this **Service Contract** are insured under an Insurance Policy #3450 issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

(6) Connecticut

The coverage afforded by this **Service Contract** is still available should the **Service Contract** period lapse while **Your Vehicle** is in the custody of a **Repair Facility** for a covered repair.

General Provisions – Section G “Dispute Resolution – Arbitration” is amended to include:

The State of Connecticut has established an arbitration process to settle disputes between **You** and **Us** arising from extended warranty contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of this **Service Contract**.

(7) Georgia

General Provisions – Section G “Dispute Resolution – Arbitration” is deleted in its entirety.

General Provisions – Section D “Cancellation of **Your Contract**” is deleted in its entirety and replaced by the following:

Cancellation of Your Contract

Cancellation By You

You, or a person authorized by **You**, may cancel this **Service Contract** at any time by:

- a. Returning to the **Selling Dealer** to complete and sign the cancellation forms.
- b. Mailing written notice to the **Selling Dealer** to cancel the **Contract**.

In either instance above, the request must be accompanied by a notarized affidavit/statement indicating the odometer reading (for Motorhomes) at the date of the request. The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

If **You** cancel this **Service Contract**, **You** will receive 90% of the unearned pro-rata **Contract** charge. **We** will retain \$50 or 10% of the unearned pro-rata **Contract** charge, whichever is less, as an administrative fee. The refund will be paid to the Lien holder if any, otherwise to **You**.

Cancellation By Us

We may cancel this **Service Contract**:

- In the event of fraud;
- In the event of material misrepresentation; or
- If **You** do not pay the **Contract** charge.

If **We** cancel this **Service Contract**, **We** will mail **You** written notice:

- At least ten (10) days prior to the effective date of cancellation if **You** do not pay the **Contract** charge; or
- At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

If **We** cancel this **Service Contract**, **You** will receive 100% of the unearned pro-rata **Contract** charge. The refund will be paid to the Lien holder if any, otherwise to **You**.

If this **Service Contract** is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lien holder (shown on the **Registration Page**) to cancel this **Service Contract** and receive the refund. Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

Exclusions – is amended to include:

Exclusion G. is amended to include “While the **Vehicle** is owned by **You**”.

Exclusion K. is deleted in its entirety.

Contract Holder’s Responsibilities. Filing a Mechanical Breakdown Claim, Paragraph 3 is deleted and replaced with the following: 3. Provide the authorized **Repair Facility** with a copy of the **Contract**.

(8) Hawaii

General Provisions – Section D “Cancellation of **Your Contract**” is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**.

(9) Idaho

Coverage afforded under this **Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

(10) Illinois

General Provisions – Section D “Cancellation of **Your Contract**, How Refunds are Calculated” is amended to include:

The \$75 administrative fee is deleted and replaced with an administrative fee of \$75 or 10% of the refund amount, whichever is less.

(11) Indiana

Your proof of payment to the issuing dealer for this **Service Contract** shall be considered proof of payment to the insurance company, which guarantees **Our** obligation to **You**, providing such insurance was in effect at the time **You** purchased this **Service Contract**.

(12) Iowa

Schedule of Coverages – is amended to include:

Used parts will not be used to replace covered parts without prior written authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

General Provisions – Section D “Cancellation of **Your Contract**”, is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**.

All refunds will be paid by the **Selling Dealer** to the Lien holder if any, otherwise to **You**.

If **You** have questions regarding **Your Service Contract**, **You** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Department - 330 Maple Street - Des Moines, Iowa 50319-0065

(13) Louisiana

General Provisions - Section D "Cancellation of **Your Contract**, How Refunds are Calculated" is deleted in its entirety and replaced by the following:

If this **Service Contract** is canceled within sixty (60) days from the effective date, **We** will refund the entire **Contract** charge. After sixty (60) days, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less a fifty dollar (\$50) administrative fee. All refunds will be paid to the Lien holder if any, otherwise to **You**.

If the **Service Contract** is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.

(14) Maryland

General Provisions – Section D “Cancellation of **Your Contract**” is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**.

(15) Massachusetts

The following wording is added:

NOTICE TO **CONTRACT HOLDER**: THE COVERAGE **YOU** ARE BUYING IS **NOT** REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED **MAY** DUPLICATE EXPRESS MANUFACTURER’S OR SELLER’S **WARRANTIES** THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU** CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE **WARRANTIES** WHICH ARE AVAILABLE TO **YOU** WITHOUT THIS **CONTRACT**.

(16) Minnesota

General Provisions – is amended to include:

Express Warranty

Minnesota statute 325F.662 requires that every used vehicle sold by a dealer is covered by an express Warranty which the dealer shall provide to the customer. At a minimum, the express Warranty applies to the following terms: (1) if the used **Vehicle** has less than 36,000 miles, the Warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) if the used **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the Warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Parts listed under “**Schedule of Coverages**” may be covered by the express Warranty and are covered by this **Service Contract** only after expiration of the express Warranty.

General Provisions – Section G “Dispute Resolution – Arbitration” is amended to include:

The sentence “The laws of the state of Illinois...” is revised to read: The laws of the state of Minnesota (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **Service Contract** and all transactions contemplated by this **Service Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Contract**.

General Provisions – Section D “Cancellation of **Your Contract**” is amended to include:

We may only cancel this **Service Contract** after ninety (90) days for the following reasons:

- If **Your Vehicle** is a total loss or is repossessed.
- If **You** use **Your Vehicle** in any manner not covered by this **Service Contract**.
- If, while owned by **You**, the odometer has been tampered with or disabled and **You** have failed to repair the odometer, or if **You** do not pay the **Contract** charge.

If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**.

Exclusions – is amended to include:

Exclusion A. Any reference to rust and corrosion within this Exclusion is deleted.

Exclusion G. is amended to include “While the **Vehicle** is owned by **You**”.

Exclusion I. Is deleted and replaced with the following:

I. This Contract does not cover any incidental or consequential damages to any Covered Part which is not broken down but which an authorized service center recommends or requires be repaired, replaced, or where government/industry regulations disallow use of said part(s).

Exclusion J. Any reference to corrosion within this exclusion is deleted.

Exclusion K. is deleted in its entirety.

Contract Holder’s Responsibilities - Maintenance Requirements and Service History – is amended to include:

“If **Your Vehicle** was not equipped with an **Owners Manual** when **You** purchased **Your Vehicle**, upon **Your** request, **We** will provide **You** with an **Owners Manual** which lists the **Manufacturer’s Maintenance Schedule**.”

“**Your Owner’s Manual** lists different service intervals.....” is revised to read, “**Your Owner’s Manual** lists different service intervals based on driving habits, climate and geographic area. **You** are required to follow the normal or severe maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer’s recommendations that apply to **Your** specific conditions will result in the denial of **Coverage**.”

(17) Mississippi

General Provisions – Section G “Dispute Resolution – Arbitration” is deleted in its entirety.

(18) Missouri

Definitions – “**We**”, “**Us**”, and “**Our**” definition is amended to include: “**Provider**”

General Provisions – Section D “Cancellation of **Your Contract**, Cancellation by **You**” is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, then **We** will also pay a ten percent (10%) penalty per month for the period that this refund has not been paid by to the **Selling Dealer** or the **Administrator**, should the required refund not be paid within thirty (30) days of **Our** receipt of the canceled **Service Contract**. Should a penalty be due and owing, then **We** will pay it to the Lien holder, if any, otherwise to **You**.

Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by **Us**. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your Service Contract** within fifteen (15) days of the date of cancellation.

General Provisions – Section H “Insurance” is amended to include:

A claim against the **Provider** may also include a claim for return of the unearned **Provider** fee.

(19) Nebraska

General Provisions - Section G "Dispute Resolution - Arbitration" is deleted in its entirety and replaced by the following:

Dispute Resolution - Arbitration

Notwithstanding anything in the **Service Contract** to the contrary, if **You** and **We** mutually agree at the time of **Breakdown**, this **Service Contract** provides for arbitration if there is an unresolved dispute between **You** and **Us** concerning this **Service Contract**. **You** agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon **You**.

To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **Service Contract**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **Service Contract** and all transactions contemplated by this **Service Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Contract**.

(20) Nevada

General Provisions – Section A. “**Contract Period**” is amended to include:

This **Service Contract** is not renewable.

General Provisions – Section D “Cancellation of **Your Contract**” is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**. **Our** right to cancel for any reason is changed from ninety (90) days to seventy (70) days. **We** may only cancel this **Service Contract** after seventy (70) days for the following reasons:

- If **You** do not pay the **Contract** charge;
- If **You** are convicted of a crime that results in an increase in the risk covered under this **Service Contract**;
- If there has been a material misrepresentation or fraud; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this **Service Contract**, after the effective date, that substantially and materially increases the risk covered under this **Service Contract**.

In the Section “How Refunds Are Calculated” where the **Service Contract** is canceled by **Us**, the cancellation period of sixty (60) days is changed to seventy (70) days.

(21) New Hampshire

General Provisions – Section H “Insurance” is amended to include:

If **You** are not satisfied with the insurance company’s response, **You** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

(22) New Mexico

General Provisions – Section A “**Contract Period**” is amended to include:

This **Service Contract** is not renewable.

General Provisions– Section D “Cancellation of **Your Contract**” is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within sixty (60) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**.

Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

We may only cancel this **Service Contract** after seventy (70) days for the following reasons:

- If **You** do not pay the **Contract** charge;
- If **You** are convicted of a crime that results in an increase in the risk covered under this **Service Contract**;
- If there has been a material misrepresentation or fraud; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this **Service Contract**, after the effective date, that substantially and materially increases the risk covered under this **Service Contract**.

In the Section “How Refunds Are Calculated” where the **Service Contract** is canceled by **Us**, the cancellation period of sixty (60) days is changed to seventy (70) days.

(23) New York

General Provisions – Section D “Cancellation of **Your Contract**” is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**.

(24) North Carolina

General Provisions – Section D “Cancellation of **Your Contract**, How Refunds are Calculated” is amended to include:

The \$75 administrative fee is deleted and replaced with an administrative fee of \$75 or 10% of the refund amount, whichever is less.

We may only cancel this **Service Contract** at any time for any of the following reasons:

- If there has been a material misrepresentation or fraud by **You**; or

- If **You** do not pay the **Contract** charge.

(25) Oklahoma

The following wording is added:

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

General Provisions – Section D “Cancellation of **Your Contract**” is deleted in its entirety and replaced by the following:

Cancellation of Your Contract

Cancellation By You

You, or a person authorized by **You**, may cancel this **Service Contract** at any time by:

- Returning to the **Selling Dealer** to complete and sign the cancellation forms.
- Mailing written notice to the **Selling Dealer** to cancel the **Contract**.

In either instance above, the request must be accompanied by a notarized affidavit/statement indicating the odometer reading (for Motorhomes only) at the date of the request. The request for cancellation must be made no later than forty-five days from the date that the cancellation is to become effective (except in the case of repossession, stolen or totaled vehicles). The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident. If **You** cancel this **Service Contract**, **You** will receive 90% of the unearned pro-rata **Contract** charge. **We** will retain \$50 or 10% of the unearned pro-rata **Contract** charge, whichever is less, as an administrative fee. The refund will be paid to the Lien holder if any, otherwise to **You**.

Cancellation By Us

We may cancel this **Service Contract** for any reason within ninety (90) days from the effective date. After ninety (90) days, **We** may cancel this **Service Contract**:

- In the event of fraud;
- In the event of material misrepresentation;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If **You** do not pay the **Contract** charge;
- If **Your Vehicle** is totaled, is repossessed or has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this **Service Contract**.

If **We** cancel this **Service Contract**, **We** will mail **You** written notice at least thirty (30) days prior to the effective date of cancellation. If **We** cancel this **Service Contract**, **You** will receive 100% of the unearned pro-rata premium. The refund will be paid to the Lien holder if any, otherwise to **You**.

If this **Service Contract** is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lien holder (shown on the **Registration Page**) to cancel this **Service Contract** and receive the refund.

Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts.

(26) South Carolina

General Provisions – Section D “Cancellation of **Your Contract**” is amended to include: If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**.

If **You** have questions, concerns or complaints regarding **Your Service Contract**, **You** may address them to:

South Carolina Department of Insurance - P.O. Box 100105 - Columbia, South Carolina 29201-3105 1-803-737-6180

(27) Texas

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

General Provisions – Section D “Cancellation of **Your Contract**” is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, this **Service Contract** shall be void and a 100% refund of the **Contract** charge will be made. A ten percent (10%) penalty per month shall be added to any refund on a voided **Service Contract** that is not paid within forty-five (45) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**. If **Your** cancellation refund is not paid within forty-five (45) days after the **Service Contract** has been returned to the **Selling Dealer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

(28) Utah

Coverage afforded under this **Service Contract** is not guaranteed by the Property and Casualty Guaranty Association.

General Provisions – Section G “Dispute Resolution – Arbitration” is deleted in its entirety and replaced by the following:

Dispute Resolution – Arbitration

Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

This **Service Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

General Provisions – Section D “Cancellation of **Your Contract**” is amended to include:

We may cancel this **Service Contract** at any time for any of the reasons listed below:

- For nonpayment of premium;
- For material misrepresentation;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the **Contract**; or
- For substantial breaches in contractual duties, conditions or warranties.

If this **Service Contract** is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** lien holder (shown on the **Registration Page**) to receive the refund.

(29) Wisconsin

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

General Provisions – Section G “Dispute Resolution – Arbitration” is amended to include the following:

Arbitration must be agreed to by all parties involved.

General Provisions – Section D “Cancellation of **Your Contract**” is amended to include:

Our right to cancel for any reason is changed from ninety (90) days to sixty (60) days.

In section "How Refunds Are Calculated", the sentence "If the **Service Contract** is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days." is deleted in its entirety.

Contract Holder's Responsibilities.

Filing a Mechanical Breakdown Claim, paragraph 1. is deleted and replaced with the following:

1. **Prior Approval** - Prior to starting repairs, the **Contract Holder** or the **Repair Facility** must call the **Administrator** at 1-866-281-6338 to verify **Coverage** and obtain a claim authorization number for claims. Failure to obtain authorization prior to having repairs made may jeopardize **Coverage** under this **Contract**, except as provided under Emergency Repairs. For Emergency Repairs (non-business hours only), after the **Repair Facility** has diagnosed the problem, and created a detailed estimate, please provide the **Repair Facility** with **Your Contract** number and instruct them to call the Emergency Claims number 1-888-218-5329 to initiate a claim. The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval. Unapproved mail-in claims may be denied;

Filing a Mechanical Breakdown Claim, paragraph 8. is deleted and replaced with the following:

8. The **Contract Holder** or the authorized **Repair Facility** must provide the **Administrator** with the repair order upon completion of the authorized repairs.

(30) Wyoming

General Provisions – Section G "Dispute Resolution – Arbitration" is deleted in its entirety.

General Provisions – Section D "Cancellation of **Your Contract**" is amended to include: If **You** cancel this **Service Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**.