



Administrative Office: 1300 Ridenour Blvd Suite 200  
Kennesaw, GA 30152 (844) 910-4513

## RV SERVICE AGREEMENT

**This is a sample agreement only. Your agreement may vary depending on the plan you select and the state that you live in.**

CUSTOMER INFORMATION		SCHEDULE PAGE		SERVICE AGREEMENT #	
FIRST NAME	LAST NAME	MI	TELEPHONE NUMBER	EMAIL	
ADDRESS		CITY	STATE	ZIP CODE	
<b>UNIT DESCRIPTION</b>					
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	
<b>PLAN INFORMATION</b>					
AGREEMENT PURCHASE DATE	IN-SERVICE DATE	AGREEMENT EXPIRATION DATE	ODOMETER MILEAGE	EXPIRATION MILEAGE	
TERM ____ MONTHS   ____ 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			
		COVERAGE TYPE (exclusionary) <input type="checkbox"/> SELECT SELECT Coverage covers all parts of the Unit except: a. Parts listed under the EXCLUSIONS-WHAT IS NOT COVERED section of this Agreement. b. Parts covered under the manufacturer's warranty, special policies, or recalls c. Engine components; d. Transmission components; e. Drive Axle components <input type="checkbox"/> COMPLETE COMPLETE Coverage covers all parts of the Unit except: d. Parts listed under the EXCLUSIONS-WHAT IS NOT COVERED section of this Agreement. e. Parts covered under the manufacturer's warranty, special policies, or recalls.			
<b>DEDUCTIBLE \$</b>					
<b>SURCHARGES AND OPTIONAL COVERAGES</b>					
OPTIONAL COVERAGE <input type="checkbox"/> TIRE AND WHEEL ROAD HAZARD <input type="checkbox"/> COMMERCIAL/RENTAL USE <input type="checkbox"/> DEF COVERAGE					
<b>SELLER / LIENHOLDER INFORMATION</b>					
SELLER NAME		TELEPHONE NUMBER	SELLER NUMBER	F&I NUMBER	
ADDRESS		CITY	STATE	ZIP CODE	
LIENHOLDER NAME	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE #

**A THIRTY (30) DAY WAITING PERIOD WILL APPLY FROM THE AGREEMENT PURCHASE DATE. CLAIMS MAY NOT BE FILED UNTIL THIS WAITING PERIOD IS SATISFIED, UNLESS YOU CAN PROVIDE PROOF THAT A VALID INSPECTION FROM A LICENSED 3RD PARTY INSPECTOR HAS BEEN COMPLETED WITHIN FIFTEEN (15) DAYS OF PURCHASE OF THIS AGREEMENT. INSPECTION CANNOT BE COMPLETED BY THE DEALERSHIP THE UNIT IS BEING PURCHASED AT AND MUST SHOW COVERED ITEMS IN GOOD WORKING CONDITION.**

YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU HAVE READ, UNDERSTAND AND ACCEPT ITS CONDITIONS. IF YOU SELL YOUR UNIT AND WANT TO CANCEL THIS AGREEMENT, YOU MUST REQUEST A REFUND IN WRITING ACCORDING TO THE TERMS IN THE "CANCELLATION SECTION" OF THIS AGREEMENT. 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 ON THIS SCHEDULE PAGE. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. YOU ACKNOWLEDGE YOUR UNDERSTANDING OF THE LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT AS SET OUT IN THIS AGREEMENT. YOU ACKNOWLEDGE ANY MISREPRESENTATION MAY RESULT IN THE DENIAL OF A CLAIM. YOU UNDERSTAND THAT THIS AGREEMENT HAS BEEN ISSUED IN ACCORDANCE WITH THE INFORMATION CONTAINED ABOVE AND IS SUBJECT TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT, WHICH YOU HAVE READ AND RECEIVED. YOU UNDERSTAND THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING FOR THIS UNIT.

\_\_\_\_\_  
Agreement Holder Signature

\_\_\_\_\_  
Agreement Sales Date

## TERMS AND CONDITIONS

### A. NOTICE

1. This **Agreement** is not a contract of insurance.
2. This **Agreement** is not valid unless:
  - a. The **Schedule Page** is filled out completely and signed by **You**; and
  - b. The **Schedule Page** is attached to the **Agreement**.
3. If the **Term** of this **Agreement** overlaps with the term of **Your** manufacturer's warranty, look first to **Your** manufacturer's warranty for coverage. This **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.
4. The **Obligor** shall have no liability for anything other than the obligations delineated in the **Agreement**.
5. This **Agreement** is between the **Obligor** and the **Agreement Holder**.

### B. DEFINITIONS

1. **Administrator, Obligor (We, Us, Our):** Headstart Warranty Group LLC, 14114 North Dallas Pkwy. Ste. 600, Dallas Texas 75254 (888) 964-1899.
2. **Agreement:** This **Agreement**, which **You** have purchased for the **Unit** described on the **Schedule Page**.
3. **Breakdown:** The failure of a defective part as supplied by the manufacturer outside of the allowable tolerances prescribed by the manufacturer.
4. **Claim:** A demand by **You** for benefits under this **Agreement**. A visit/claim may have more than one **Covered Repair**.
5. **Commercial/Rental Use:** Any Unit, regardless of registration type, used solely or partially for the generation of income.
6. **Consequential Loss:** **We** will provide coverage for the repair of a **Covered Part** if the failure of the **Covered Part** was caused by the action or inaction of a non-covered part.
7. **Covered Parts:** The parts listed in the SCHEDULE OF COVERAGES section of this **Agreement** for the **Plan** selected.
8. **Deductible:** The amount **You** are required to pay, as shown on the **Schedule Page**, toward the total cost for the repair or replacement of the **Covered Parts** per visit/claim made.
9. **Failure:** The inability of an original or like replacement part covered by this **Agreement** to function in normal service.
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:** The **Plan** and term selected by **You** as shown in the **Schedule Page** of this **Agreement**.
12. **Repair Facility:** A **Repair Facility** (licensed to perform mechanical repairs) authorized by the **Administrator** to perform repair services under this **Agreement**.
13. **Schedule Page:** Page 1 of this **Agreement** where information regarding **Your, Your Unit** and coverage options is shown.
14. **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. **Seals and Gaskets alone are not covered.**
15. **Seller:** The business entity from which **You** purchased this **Agreement**.
16. **Term:** The maximum number of months and miles indicated on the **Schedule Page** that this **Agreement** shall be in force.
17. **Tow Vehicle:** A vehicle that is in the process of being towed by the **Unit** or the vehicle that is in the process of towing the **Unit**.
18. **Unit:** The **Unit** described in the **Schedule Page** that is covered under this **Agreement**.
  - a. **New Unit:** A **Unit** that is covered by the manufacturer's 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.
19. **Wear and/or Tear:** The gradual reduction of operating performance. Coverage will be extended to all **Covered Parts** and components that suffered a **Breakdown** because of **Wear and/or Tear** unless otherwise listed under the **EXCLUSIONS-WHAT IS NOT COVERED** section of this **Agreement**.
20. **You, Your, Agreement Holder:** The **Agreement Holder** shown on the **Schedule Page** or the person to whom the **Agreement** was properly transferred.

### C. GENERAL PROVISIONS

1. **Coverage:** The provisions of this **Agreement** commence on the Agreement Purchase Date and continues until the **Agreement's Term** has expired, or the **Vehicle's** mileage exceeds the **Agreement Term**, whichever comes first. The **Plan** and **Term** selected by **You** on the **Schedule 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 the terms and conditions of this **Agreement**. **Repairs will be completed with new parts. Please see SCHEDULE OF COVERAGES 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 more than the **Deductible** selected on the **Schedule Page** of this **Agreement**.
3. **Limits of Coverage 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 will be completed with new parts if available, 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. **Unit** Purchase Price, as shown on the **Schedule Page** of this **Agreement**; or
  2. J.D. Power 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, **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 **Schedule 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 **Schedule 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 damage is expressly excluded herein. Incidental damage and **Consequential Loss** include, 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:** 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, identifying the year/make and model, VIN, mileage, date, and exact 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 and exact service 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 period and no claims have been filed, the **Agreement** shall be void and **We** will refund the entire **Agreement** Purchase Price within forty-five (45) days.

#### **D. MOTOR HOME SCHEDULE OF COVERAGES**

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

#### **BASIC COVERAGE**

If **You** have purchased **Basic Coverage**, as shown on the **Schedule Page**, the following parts are covered by this **Agreement**. Parts not listed are not covered.

**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 and turbocharger actuator (**factory installed only**) and all internal parts (**requiring lubrication for operation**), diesel injectors and injector pump.

**Transmission Components:** **Transmission case, if damaged because 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 because 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**

If **You** have purchased **Plus Coverage**, as shown on the **Schedule Page**, the parts listed under the **Basic Coverage** above and the following parts are covered by this **Agreement**. Parts not listed are not covered.

**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 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**

**If You have purchased Total Coverage, as shown on the Schedule Page, the parts listed under the Basic and Plus Coverages above and the following parts are covered by this Agreement. Parts not listed are not covered.**

**Fresh/Wastewater 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 because 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, mechanical slide toppers, pump/jack assembly, electrical switches, and wiring harness.

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

**Wear and/or Tear:** Coverage will be extended to all parts and components listed in the SCHEDULE OF COVERAGES that suffered a **Breakdown** because of **Wear and/or Tear unless otherwise listed under the EXCLUSIONS-WHAT IS NOT COVERED section of this Agreement.**

## **SELECT COVERAGE**

If You selected and paid for the **Select Coverage for Your Unit**, this Agreement will cover necessary repairs to **ALL** the mechanical and electrical parts of Your Unit, except for the following:

- a. Parts listed under the **EXCLUSIONS-WHAT IS NOT COVERED** section of this Agreement.
- b. Parts covered under the manufacturer's warranty, special policies, or recalls.
- c. Engine components.
- d. Transmission components.
- e. Drive Axle components.

#### **COMPLETE COVERAGE**

If You selected and paid for the **Complete Coverage for Your Unit**, this Agreement will cover necessary repairs to **ALL** the mechanical and electrical parts of Your Unit, except for the following:

- 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 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 **Schedule Page** and the **Terms and Conditions** of this Agreement.

#### **TOTAL COVERAGE**

If You have purchased **Total Coverage**, as shown on the **Schedule Page**, the following parts are covered by this Agreement. **Parts not listed are not covered.**

**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/Wastewater 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 because 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, mechanical slide toppers, 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 SCHEDULE OF COVERAGES that suffered a **Breakdown** because of **Wear and/or Tear unless otherwise listed under the EXCLUSIONS-WHAT IS NOT COVERED** section of this Agreement.

#### **COMPLETE COVERAGE**

If You selected and paid for the **Complete Coverage for Your Unit**, this Agreement will cover necessary repairs to **ALL** the mechanical and electrical parts of Your Unit, except for the following:

- 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)**

The following Optional Coverages are available only when selected on the Schedule Page and a surcharge has been paid.

1. **Commercial/Rental Use Coverage (for Towable and Coach Units, New Plans only):** We will provide coverage for those **Units** defined as **Commercial/Rental Use Units**. If the **Unit** is registered in the name of a business, the optional **Commercial/Rental Use** surcharge must be paid at time of purchase, regardless of whether or not the **Unit** is being used for commercial purposes.
2. **Tire and Wheel Road Hazard Coverage:** We will provide coverage for the **Unit** and **Your Tow Vehicle** when a tire or wheel is damaged due to a covered road hazard. Coverage for the **Tow Vehicle** is dependent on **Your Tow Vehicle** being hooked up to the **Unit** at the time of the road hazard or for road hazards incurred while **You** are camping with **Your Unit** more than one hundred miles (100) away from **Your** home. Common road hazards include debris on the road surface such as nails, glass, potholes, rocks, tree limbs or any other objects or conditions not normally found in the roadway. **NOTE: Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones or construction sites will NOT be considered a covered road hazard. Damages from these conditions or any accident should be reported to Your Unit or Tow Vehicle's physical damage insurance company.** Coverage includes the cost to repair or replace the tire and/or wheel, using fair market value of the replaced tire and/or wheel, mounting, valve stems, balancing, taxes, and customary labor charges. The Tire and Wheel Road Hazard option is not subject to the General Provisions, Deductible, Limits of Liability or Guide To Filing A Claim sections of this **Agreement**.
  - 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 **Tow Vehicle**. 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 thirty (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 numbers of original tires and new ones installed, to the **Administrator**. **Tire and Wheel Road Hazard coverage for the Unit and the Tow Vehicle is subject to the exclusions described in the EXCLUSIONS-WHAT IS NOT COVERED 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.**
3. **DEF Coverage:** We will provide coverage for the following components, up to a maximum aggregate of three thousand dollars (\$3,000); back pressure control valve (BPV), BPV regen valve, BPV control cylinder; Diesel exhaust fluid (DEF) pump, DEF doser injector, DEF level sensor, DEF temp sensor, DEF heater control valve, DEF heating element; Diesel Oxidation Catalyst(DOC) catalyst only DOC temperature sensors pre and post; Diesel Particulate Filter (DPF) filter assembly, DPF hydrocarbon doser injector, DPF air / fuel manifold, DPF back pressure sensor, DPF fuel pressure sensor, Exhaust Gas Recirculation (EGR) valve assembly one or two, EGR cooler assembly, Electronic Control Modules (ECU) after treatment ECM, ECU dosing ECM; Select Catalyst Reduction (SCR) catalyst, SCR temperature sensors pre and post; Oxides of Nitrogen (NOx) sensor

#### **G. GUIDE TO FILING A CLAIM**

- 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 any Repair Facility approved by the Administrator. Tell the Repair Facility to visit the claims website [www.americasrvwarranty.com/](http://www.americasrvwarranty.com/) claims for 24/7 claims submission and instruction. For further assistance, contact the Administrator 877-581-3154. Provide the Repair Facility with a copy of this Agreement and/or the Agreement Number.

- c. **Authorization:** For any repair under this **Agreement**, pre-authorization from the **Administrator** is required if the estimated loss amount exceeds \$5,000 or if the **Agreement** was sold in Florida. If the claim exceeds \$5,000 or the **Agreement** was sold in the state of Florida, the **Administrator** will not be responsible for any repairs that are not pre-authorized.
- 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** to diagnose the failure and estimate the cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Agreement**. **We** reserve the right to require an inspection of the **Unit** prior to any repair being performed.
- f. **Review Repair:** Review the work performed on the **Unit** with the **Repair Facility** when the **Unit** is picked up.
- g. **Pay Deductible and Costs for Non-Covered Repairs:** **We** will pay the **Repair Facility** directly for the cost of the work performed on the **Unit** that is covered by this **Agreement** for the previously authorized amount, less the **Deductible**. **You** must pay for any repair or service that is not covered by this **Agreement**. In some cases, it may be necessary for **You** to pay the repair bill in full. In such event, **We** will reimburse **You** for the authorized cost of the repair, less the **Deductible**.
- h. **Emergency Repairs:** Should an emergency occur which requires a **Breakdown** repair at a time when the **Administrator's** office is closed, **You** must call the **Administrator's** office on the first available business day after the date of repair to determine if such repair will be covered by this **Agreement**. If covered, **You** will be reimbursed for the repair at the manufacturer's suggested retail prices for **Covered Parts**. Labor costs will be reimbursed using a nationally recognized labor time guide. Emergency Repairs include but are not limited to a **Breakdown** that incapacitates the **Unit** in an unauthorized, hazardous, or unsafe area; or leave the **Unit** stranded and/or immobile.

## **H. ADDITIONAL BENEFITS UNDER THIS AGREEMENT**

- **Power Surge Coverage:** **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.
- **Consequential Loss Coverage:** **We** will provide coverage for the repair of a **Covered Part** if the failure of the **Covered Part** was caused by the action or inaction of a non-covered part.
- **Mobile Service Calls:** **We** will provide coverage in the event of a **Breakdown** of **Your Unit** and in addition to the normal parts and labor charges, **You** will be reimbursed up to \$500.00 per occurrence for reasonable mobile service call charges. **This cannot be combined with the towing reimbursement.**
- **Full Time Use:** If a **Unit** is used as a primary residence for six (6) months or more out of a twelve (12) month period.
- **Freight:** **We** will provide up to one hundred dollars (\$100) per occurrence for reasonable shipping costs associated with a covered repair.

## **I. OPTION TO RENEW AGREEMENT**

**You** have the option to renew coverage for the **Unit** identified on the **Schedule 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 **Schedule 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 complete transfer application form 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 application form.
4. The requisite transfer application form may be obtained from the **Administrator**. Transfer applications are subject to approval by the **Administrator**. In the event the transfer application, fee, and required documentation is postmarked after thirty (30) days of the change in ownership, then this **Agreement** will be deemed **NON-TRANSFERABLE**.

## **K. CANCELLATION**

1. **You** may cancel this **Agreement** for any reason by contacting the **Seller** or **Administrator**.
2. If the **Unit** and this **Agreement** have been financed, the lienholder may cancel this **Agreement** for non-payment, or if the **Unit** has been declared a total loss or has been repossessed. The rights under this **Agreement** are transferred to the lienholder and the lienholder is also entitled to any refund. If the lienholder cancels this **Agreement** within sixty (60) days of the **Agreement** Purchase Date a full refund of the total **Agreement** Purchase Price, less any claim(s) paid will be provided. If the lienholder cancels this **Agreement** at any other time, a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement** Term, less claim(s) paid and less the applicable cancellation fee in the amount of fifty dollars (\$50). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Unit** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation.
3. **You** may cancel this **Agreement** within sixty (60) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. If **You** cancel this **Agreement** after sixty (60) days, **You** will receive a pro-rata refund of the total **Agreement** Purchase Price, based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement** Term, less claim(s) paid and less the applicable cancellation fee in the amount of fifty dollars (\$50). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Unit** mileage on such date. Refunds will be payable to **You** or the lienholder, if applicable. In the event of **Your** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of the request to cancel or sooner if required by state law. The right to cancel this **Agreement** is non-transferable and shall only apply to the original **Agreement Holder**.
4. In the event the **Agreement** Purchase Price is being paid for through a payment plan (or its equivalent) any outstanding balance held by payment plan provider would be deducted from the refund amount due to **You**.
5. All refunds will be issued through the **Seller** from whom the **Agreement** was purchased.
6. **We** reserve the right to cancel this **Agreement** upon the occurrence of any of the following:
  - Failure by **You** to pay an amount when due.
  - Conviction of the **Agreement Holder** of a crime, which results in an increase in the service required under this **Agreement**.
  - Discovery of fraud or material misrepresentation by the **Agreement Holder** in obtaining this **Agreement** or in presenting a claim for service here under.
  - Discovery of an act or omission by the **Agreement Holder**, or a violation by the **Agreement Holder** of any condition of this **Agreement**, which occurred after the **Agreement** Purchase Date and which substantially and materially increases the service required under this **Agreement**, including but not limited to failure of the odometer of the **Unit** or if for any reason it does not record the actual mileage of the **Unit** after the **Agreement** Purchase Date and the actual mileage of the **Unit** cannot be established to a reasonable degree of certainty, and if the **Unit** is used for **Commercial/Rental Use**, unless the surcharge is paid.
  - A material change in the nature or extent of the required service or repair which occurs after the **Agreement** Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Agreement** was issued or sold.

The full refund period has been extended by an additional thirty (30) days to include the waiting period.

No cancellation of this **Agreement** by **Us** shall become effective until fifteen (15) days after the notice of cancellation is mailed to **You**. **We** will not charge a cancellation fee if this **Agreement** is cancelled by **Us**.

If **We** cancel this **Agreement** within sixty (60) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price, less any claims paid, will be issued. If **We** cancel this **Agreement** after sixty (60) days, a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement** Term will be issued, less any claims paid.

In the event of **Our** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date of **Our** cancellation or sooner if required by state law.

## **L. EXCLUSIONS-WHAT IS NOT COVERED**

**THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR ANY OF THE FOLLOWING PARTS OR SERVICES:**

1. **NOT PREVIOUSLY AUTHORIZED BY THE ADMINISTRATOR;**
2. **FOR ANY FAILURE OR CLAIM CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT THAT WAS NOT REMEDIED PRIOR TO THE FILING OF A CLAIM;**
3. **BREAKDOWNS OUTSIDE THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA, HAWAII, AND CANADA;**
4. **IF THE UNIT HAS BEEN USED FOR HAULING TRAILERS IN EXCESS OF THE MANUFACTURER'S RATED CAPACITY;**
5. **HAULING TRAILERS OR TOW VEHICLES WITHOUT SUITABLE EQUIPMENT;**
6. **WHEN THE PURPOSE IS TO RAISE COMPRESSION OR CORRECT OIL CONSUMPTION WHICH INCLUDES: WORN RINGS, WORN OR BURNED VALVES;**
7. **IF YOU CANNOT PROVIDE TO THE ADMINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE FAILED PART IN ACCORDANCE WITH THE MANUFACTURER SPECIFICATIONS AND INSTRUCTIONS ;**

8. 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; STRUT/SHOCK ABSORBERS; OR REMOVAL OF ANY EMISSION CONTROL SYSTEM PARTS;
9. DAMAGE COVERED UNDER THE MANUFACTURER'S WARRANTY, RECALL, SPECIAL POLICY, OR ANY OTHER AGREEMENT OR WRITTEN WARRANTY;
10. IF COVERAGE IS PROVIDED UNDER ANY VALID COLLECTIBLE INSURANCE POLICY;
11. A BREAKDOWN IS DIRECTLY OR INDIRECTLY CAUSED BY OVERHEATING OF ANY COVERED PART OR NON-COVERED PART;
12. IF 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;
13. DAMAGE RESULTING FROM CONTINUED OPERATION IN A FAILED CONDITION;
14. IF THE UNIT HAS BEEN ABUSED OR NEGLECTED;
15. DAMAGE DUE TO ACCIDENT OR COLLISION, VANDALISM, THEFT, LIGHTNING, FLOOD, ACTS OF GOD, ACTS OF NATURE, OR ANY OTHER EVENTS BEYOND OUR CONTROL;
16. FAILURE OR LOOSENING OF FASTENERS, CONNECTIONS, OR BOLTS (EXCEPT PLUMBING), RATTLES, WIND AND SQUEAKING NOISES;
17. IF THE UNIT IS A TOTAL LOSS, HAS BEEN REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION;
18. 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;
19. COSTS NOT NECESSARY TO CORRECT A BREAKDOWN OR ANY PART THAT HAS NOT SUFFERED A BREAKDOWN;
20. DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT REPAIR WORK, IMPROPER/MIS-DIAGNOSIS, OR INSTALLATION OF DEFECTIVE PARTS;
21. DAMAGE TO THE TOW VEHICLE BEING TOWED BY THE UNIT, IF ANY, REGARDLESS IF THE DAMAGE IS CAUSED BY THE FAILURE OF A COVERED PART;
22. OBSOLETE PARTS/COMPONENTS OR RETROFITTING DUE TO UNAVAILABILITY OF PARTS;
23. FRAME, STRUCTURAL DAMAGE, ADJUSTMENTS, BENT AXLES, ALIGNMENTS, RAMPS, BUMPERS. BRACKETS, MOUNTING UNITS/BEAMS, NON-MOVING PARTS, WARPING, AND DENTS;
24. SHOP SUPPLIES, HAZARDOUS WASTE REMOVAL OR MAINTENANCE SUPPLIES OR SERVICES, FREIGHT (UNLESS IN CONJUNCTION WITH A COVERED REPAIR);
25. ANY CLAIMS PAPERS RECEIVED AFTER SIXTY (60) DAYS FROM THE AUTHORIZATION DATE WILL RESULT IN A CLAIM DENIAL;
26. RUBBER MOLDINGS, WEATHER STRIPPING, WATER LEAK REPAIRS (EXCEPT PLUMBING);
27. BOWED WALLS OR CEILINGS, CARPET, FLOORING, (WOOD, HARD SURFACE AND RESILIENT), WARPING OR UNEVEN FLOORS, WINDOWS, WOOD FRAMING, WOODWORK AND MILL-WORK;
28. INCIDENTAL DAMAGES, BEDDING, UPHOLSTERY, CANVAS, RETRACTABLE SCREENS, WINDOW SHADES, TREATMENTS AND DRAPERIES;
29. CABINETS, VANITIES, CAULKING OR GROUTING, COSMETIC DAMAGE, DELAMINATION, DISCOLORATION OF ANY MATERIAL, COUNTER TOPS, FURNITURE (EXCEPT FOR MOTORIZED COMPONENTS), GLAZING, GLUING COMPOUNDS, KNOBS OR DIALS;
30. TELECOM WIRING, COMPUTER SOFTWARE UPDATES OR NEW SOFTWARE INSTALLATION, CELLULAR PHONES, PERSONAL COMPUTERS, INFRARED SYSTEMS;
31. ACCESSORIES FOR MICROWAVES AND/OR OVENS;
32. 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);
33. EXHAUST SYSTEM, EGR VALVE, CARBURETOR;
34. BRIGHT METAL PARTS, METAL OR PLASTIC TRIM, PAINT (WHETHER OR NOT THE PAINTING OF THE PARTS IS DUE TO A COVERED PART FAILURE);
35. WATER PURIFICATION FILTERS, WATER SEPARATORS, HOSES AND LINES NOT SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGES SECTION;
36. SAFETY RESTRAINT SYSTEMS (AIRBAGS AND SEAT-BELTS);
37. 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.) EXCEPT LIGHT SWITCHES;
38. 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;

39. IF 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;
40. ANY PARTS OR REQUIRED SURCHARGES INCLUDED IN ANY OF THE OPTIONAL COVERAGES SECTION UNLESS THE OPTION AND SURCHARGE HAS BEEN ELECTED ON THE SCHEDULE PAGE.

#### **M. INSURANCE STATEMENT**

Our obligations under this **Agreement** are insured by Dealers Assurance Company, 15920 Addison Rd., Addison, TX 75001. In the event **We** cease to operate, become bankrupt or fail to pay any valid claim within sixty (60) days after proof of loss has been filed, **You** may make a direct claim to the insurer at the above address.

#### **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. 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, non-representative 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 URL: American Arbitration Association, 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. 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: 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254. **You** must include in **Your** opt out notice: (a) Your name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

#### **O. LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT**

**You** agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the **Unit**. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the **Unit**. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the **Unit**. Consequently, this **Agreement** is not a “written warranty” under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty.”

#### **P. LIMITATION OF LIABILITY**

**THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE UNIT, 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 THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.**

#### **Q. PAYMENT PLAN AND FINANCIAL AGREEMENTS**

In the event the purchase price of **Your Agreement** is being paid for through a payment plan (or its equivalent) which is terminated for non-payment, the **Term** and mileage of this **Agreement** will be modified to reflect the portion of the **Agreement** that **You** have paid for. The modified **Term** and mileage of the **Agreement** will be calculated on a pro-rata basis by adding the time and mileage that **You** have used from the **Agreement** Purchase Date and **Unit** odometer mileage on the **Agreement** Purchase Date as listed on the **Schedule Page**. **You** may contact the **Administrator** toll free at 888-964-1899 to obtain the modified **Term** and mileage limits.

If this **Agreement** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to a refund(s) resulting from cancellation of this **Agreement** for any reason including repossession of **Your Unit**, or total loss of **Your Unit**. Failure to make monthly payments in a timely manner may result in cancellation of this **Agreement** and no claims will be approved.

## **R. PRIVACY**

It is **Our** policy to respect the privacy of **Our** customers. For information on **Our** privacy practices, please review **Our** privacy policy at [www.headstartwarrantygroup.com](http://www.headstartwarrantygroup.com).

## **STATE DISCLOSURES**

### **ALABAMA**

**CANCELLATION, 3.**, is deleted in its entirety and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within sixty (60) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after sixty (60) days and receive a pro rata refund of the total **Agreement** Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement** Term, less the applicable cancellation fee. A cancellation fee not to exceed twenty-five dollars (\$25) will be charged for cancellation occurring after sixty (60) days. No cancellation fee will be charged if **We** cancel **Your Agreement**. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Unit** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **Agreement Holder** (including claims paid). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**. **Consequential Loss** and **Pre-existing Conditions** are excluded under this **Agreement**. The **Agreement** will be governed under the laws of the State of Alabama.

### **ALASKA**

The "Waiting Period" will not reduce the actual time/mileage during which coverage under this **Agreement** is applicable, coverage will still commence the day following the "Waiting Period", and claims incurred during or prior to the "Waiting Period" are not covered.

Any language establishing a time limit to file claims is not permissible unless denial is also contingent on prejudice suffered by provider.

**CANCELLATION** section is modified as follows: In the event of material misrepresentation by the **Agreement Holder** in pursuing a claim will cancel the coverage provided under this **Agreement** and any applicable refund will be paid according to the **CANCELLATION** section.

If **You** cancel this **Agreement** within sixty (60) days from the **Agreement** Purchase Date, a ten percent (10%) per month penalty of the full provider fee shall be added to any refund owed that is not paid within forty-five (45) days. If **You** cancel this **Agreement** after sixty (60) days, a ten percent (10%) per month penalty of the unearned provider fee shall be added to any refund owed that is not paid within forty-five (45) days.

**CANCELLATION, 2.**, is amended as follows: A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less.

**CANCELLATION, 3.**, is deleted in its entirety and replace with the following: The **Agreement Holder** may cancel this **Agreement** within sixty (60) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after sixty (60) days and receive a pro rata refund of the total **Agreement** Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement** Term, less the applicable cancellation fee. A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less. The cancellation fee is only applicable if **You** cancel the **Agreement** after sixty (60) days the **Agreement** was delivered to **You**. If this **Agreement** is cancelled, **We** shall refund or credit to **You** the prorated amount of the unearned **Agreement** Purchase Price, less any claims paid, within forty-five (45) days after the return of this **Agreement** to **Us**.

**CANCELLATION, 6.**, is amended as follows: If the **Administrator** cancels this **Agreement** within sixty (60) days of the **Agreement** Purchase Date, a full refund or credit of the total **Agreement** Purchase Price will be issued, less any claims paid. If the refund is not paid or credited within forty-five (45) days after the **Administrator** cancels this **Agreement**, a ten percent (10%) penalty of the unearned **Agreement** Purchase Price paid by the **Agreement Holder** for each month the refund remains unpaid shall be added to the refund.

**We** may only cancel this **Agreement** for the following reasons: (1) **Your** nonpayment of the **Agreement** Purchase Price; (2) **Your** conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this **Agreement**; (3) discovery of fraud or material misrepresentation made by **You** in obtaining the **Agreement** or pursuing a claim under this **Agreement**; (4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Agreement**; (5) physical changes in the **Unit** that results in the **Unit** becoming ineligible for coverage under the **Agreement**; or (6) a substantial breach of duties by **You** related to the **Unit**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** at least five (5) days before cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining this **Agreement** or by **You** in pursuing a claim under the **Agreement**.

All references to **DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER** within this **Agreement** are deleted.

**DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER** - is deleted in its entirety and replaced with: If **You** and the **Administrator/Obligor** fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of **Agreement** on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire

will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict **Your** rights or the rights of the **Administrator/Obligor**.

This **Agreement** will provide coverage if **Your Unit** is used for snow removal, provided it is properly equipped for such use and is not used commercially.

**F. OPTIONAL SURCHARGES (Motor Home, Towable, and Coach) 2.d. is amended as follows: Damages and costs resulting from or falling within any of the following descriptions are also excluded from coverage: damage covered by any other insurance, warranty;**

**EXCLUSION-WHAT IS NOT COVERED, 9, is deleted in its entirety.**

**INSURANCE STATEMENT:** is amended as follows: in the event the **Obligor** fails to provide a covered service within thirty (30) days after the **Agreement Holder** notifies the **Obligor** of a claim, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **You** may file a direct claim with the insurer as designated above.

#### **ARIZONA**

**CANCELLATION, 3.,** is amended as follows: **You** may cancel this **Agreement** by submitting a written request containing a copy of **Your Agreement** and the current mileage on **Your Unit**. During the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price with no deductions for any claims or pending claims. After the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less claims paid and less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the unearned **Agreement** pro-rata purchase price, whichever is less.

**CANCELLATION, 6.,** is amended as follows: : **We** may not cancel or void this **Agreement** or any provisions of this **Agreement** due to acts or omissions by **Us**, **Our** assignees or subcontractors for their failure to provide correct information or to perform services or repairs in a timely, competent, and workman like manner. This **Agreement** will be cancelled or voided by **Us** or **Our** representatives for the following material acts or omissions after the **Agreement** Purchase Date: (a) fraudulent or unlawful acts by **You** arising out of or relating to the **Agreement**; (b) **You** use a covered consumer product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the consumer product will be damaged or require repairs. **Consequential Loss** are excluded under this **Agreement**. Parts or components repaired or replaced under the Contract will not be excluded from coverage.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** is amended to include: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, **You** may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection.

**You** may directly file any complaint with the Arizona Department of Insurance and Financial Institutions (A.D.I.F.I.) against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-3100 or difi.az.gov.

**EXCLUSIONS-WHAT IS NOT COVERED is amended as follows:**

**20. is deleted in its entirety.**

#### **ARKANSAS**

The **CANCELLATION** section is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount. Arbitration clause is non-binding and voluntary.

Punitive or exemplary damages shall be defined as those damages imposed to punish a wrongdoer and to deter others from similar conduct.

The **SUBROGATION PROVISION** is amended as follows: **We** shall be entitled to recovery only after **You** have been fully compensated for the loss sustained.

#### **COLORADO**

In the event the **Obligor** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company listed in **INSURANCE STATEMENT** of this **Agreement**. Policy Number: TX249.

#### **CONNECTICUT**

If this **Agreement** has a **Term** of less than one (1) year, the **Agreement Term** shall be extended for the time period the **Unit** is being repaired under this **Agreement**.

**CANCELLATION, 3.,** is amended as follows: This **Agreement** may be cancelled by **You** at any time for any reason by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**.

**You** may pursue arbitration to settle disputes between **You** and the **Administrator**. A written complaint containing a description of the dispute, the purchase or lease price of the **Unit**, the cost of repair of the **Unit** and a copy of **Your Agreement** may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

**We do not offer in-home service for Your Unit.**

#### **GEORGIA**

**CANCELLATION, 3.,** is amended to read as follows: If **You** cancel the **Agreement** within sixty (60) days of the **Agreement** Purchase Date, the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this **Agreement** to **Us**. If cancelled after sixty (60) days, the cancellation fee will be fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, whichever is less. If **You** cancel this **Agreement** and have not received a refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **INSURANCE STATEMENT**. In the event of cancellation, **You** will not be charged for claims paid or repair service fees.

**CANCELLATION, 6.,** is amended as follows: **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price or for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Service Contract** Price, less any claims paid.

Pre-existing conditions known to **You** are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

#### **EXCLUSIONS-WHAT IS NOT COVERED –**

- **2. Is amended to read as follows: ANY FAILURE OR CLAIM CAUSED BY A CONDITION THAT EXISTED, AND KNOWN BY YOU, PRIOR TO THE PURCHASE OF THIS AGREEMENT THAT WAS NOT REMEDIED PRIOR TO THE FILING OF A CLAIM.**
- **12. Is amended to remove SLUDGE.**
- **39. Is amended to read as follows: YOUR ODOMETER MUST FUNCTION AND DISPLAY AT ALL TIMES. A NON-WORKING DISPLAY OR CLUSTER CONTAINING THE ODOMETER, OR ODOMETER THAT HAS BEEN STOPPED, ALTERED OR MISREPRESENTS THE ACTUAL MILEAGE SUBSEQUENT TO THE PURCHASE OF THIS AGREEMENT WILL RESULT IN DENIAL OF COVERAGE UNDER THIS AGREEMENT.**

**DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER** provision is deleted in its entirety. Arbitration does not apply in Georgia. The **OPT-OUT PROVISION** only applies to the **CLASS ACTION WAIVER**.

The funding party and Lienholder may only cancel for nonpayment in the event of a total loss or repossession of the **Unit**.

#### **HAWAII**

**CANCELLATION, 3.,** is amended as follows: If **You** cancel this **Agreement** within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to **You** within forty-five (45) days.

**CANCELLATION, 6.,** is amended as follows: If **We** cancel this **Agreement**, **We** will mail a written notice to **Your** last known address stating the effective date of cancellation at least five (5) days prior to effective date of cancellation. A notice will not be provided if cancellation is for non-payment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Unit** or its use.

#### **IDAHO**

**CANCELLATION, 3.,** is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount. If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Unit** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to file a claim. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

#### **ILLINOIS**

**CANCELLATION. 3.,** is amended as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50).

#### **INDIANA**

**Your** proof of payment to the **Seller** for this **Agreement** shall be considered proof of payment. This **Agreement** is not insurance and is not subject to Indiana insurance law. **INSURANCE STATEMENT** is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

#### **IOWA**

**CANCELLATION, 3.,** is amended to include the following: If cancelled after the first sixty (60) days, the cancellation fee for cancellation by **You** can be no more than ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. If **You** cancel this **Agreement** within the first sixty (60) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**.

**CANCELLATION, 6.,** is amended as follows: If **We** cancel this **Agreement**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation.

Iowa residents may only contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. This **Agreement** is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

**INSURANCE STATEMENT** is amended as follows: Obligation of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

#### **LOUISIANA**

**CANCELLATION, 3.,** is amended as follows: If **You** have requested cancellation within the first sixty (60) days, a full refund, less a fifty-dollar (\$50.00) cancellation fee, shall be issued. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Agreement** to **Us**.

**CANCELLATION, 6.,** is amended as follows: **We** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** at least fifteen (15) days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for, non-payment of the **Agreement** Purchase Price, a material misrepresentation by the **Agreement Holder** to **Us**, or a substantial breach of duties by the **Agreement Holder** relating to the covered **Unit** or its use.

This **Agreement** is not regulated by the Louisiana Department of Insurance.

Any concerns or complaints regarding this **Agreement** may be directed to the Louisiana Attorney General.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is voluntary and non-binding.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Unit** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

#### **MAINE**

**CANCELLATION, 3.**, is deleted and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within the first sixty (60) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price plus any applicable sales tax, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after sixty (60) days and receive a pro rata refund of the total **Agreement** Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less any claims paid, and less the applicable cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Unit** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of the request to cancel from the **Agreement Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Agreement** to **Us**.

**CANCELLATION, 6.**, is amended as follows: **We** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** contained in the records of the **Obligor** at least fifteen (15) days prior to cancellation to **Us**. The notice must state the effective date of the cancellation and the reason for the cancellation. If the **Administrator** cancels this **Agreement** within the first sixty (60) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If the **Administrator** cancels this **Agreement** after sixty (60) days, **We** shall refund to the **Agreement Holder** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid.

If an emergency repair is needed when **Our** claims office is closed and prior authorization for the repair cannot be obtained, **You** should proceed with the claim procedure and contact **Us** for the reimbursement consideration instructions on the next business day.

**EXCLUSIONS-WHAT IS NOT COVERED – is amended to include the following: Consequential Loss and Pre-Existing Conditions are not covered under this Agreement.**

**INSURANCE STATEMENT** is amended as follows: If **We** fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the **Agreement** Purchase Price, within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company listed in **INSURANCE STATEMENT** of this **Agreement**.

#### **MARYLAND**

**CANCELLATION, 3.**, is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within sixty (60) days of the original **Agreement** Purchase Date, a full refund will be issued, less any claims paid. If **You** cancel this **Agreement** after sixty (60) days, **You** will receive a pro rata refund of the total **Agreement** Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Unit** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the **Agreement Holder** (including claims paid). The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. A ten percent (10%) penalty per month of the **Agreement** Purchase Price shall be added to a refund that is not paid within forty-five (45) days of return of this **Agreement** to **Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receive notice of cancellation from the **Agreement Holder**.

**BREAKDOWN – A Breakdown** will also be covered if it was caused by normal wear and tear of a covered component.

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** does not apply in Maryland.

The transfer fee does not apply in Maryland.

The cost of tear down and diagnostics are included with loss covered by this **Agreement**.

**INSURANCE STATEMENT** is amended as follows:

**You** may file a direct claim with the insurance company listed in the **INSURANCE STATEMENT** section if **We** fail to pay any claim or make any refund or consideration due within sixty (60) days after the proof is filed with the **Us**.

This **Agreement** is extended automatically when the **Obligor** fails to perform the services under the **Agreement**. The **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**.

#### **MINNESOTA**

**CANCELLATION, 3.**, is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the **Obligor**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You**.

#### **MISSISSIPPI**

**CANCELLATION, 3.**, is amended as follows: The cancellation fee is not to exceed ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

**CANCELLATION, 6.**, is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of the **Agreement** Purchase Price, material misrepresentation, or substantial breach of duties by the **Agreement Holder** relating to the covered product or its use. If **We** cancel this **Agreement** within the first sixty (60) days of the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price will be issued, less any claims paid. After sixty (60) days, a pro rata refund of the total **Agreement** Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less the amount of any claims paid will be issued.

This **Agreement** is not supported by a manufacturer or distributor.

#### **IMPORTANT NOTICE ABOUT YOUR COVERAGE:**

- 1.) This **Agreement** includes a binding Arbitration Agreement.
- 2.) The Arbitration Agreement requires that any dispute related to **Your** coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on **You** and **Us**.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions

of the parties.

- 5.) When **You** become a **Agreement Holder** under this **Agreement**, **You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact Our toll-free assistance line at (888) 964-1899.

#### **NEBRASKA**

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this **Agreement**, by a person covered by this **Agreement** against **Us** or **Us** against a person covered under this **Agreement**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- a) No arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

#### **NEVADA**

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** does not apply in Nevada.

**CANCELLATION, 2.**, is deleted in its entirety.

**CANCELLATION, 3.**, is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement** and the current mileage on **Your Unit**. During the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement** Term, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Agreement** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

**CANCELLATION, 6.**, is deleted in its entirety and replaced with the following: **We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Agreement** Purchase Price by **You**. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. No claims paid on **Your Agreement** will ever be deducted from any refund issued pursuant to this **Agreement** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Agreement** is financed, the lender has the right to receive the lender portion of the cancellation refund amount, all other amounts will be returned to the **Agreement Holder**. If **Your Unit** is repossessed, stolen or declared a total loss, **You** authorize the service contract provider to cancel this **Agreement**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Agreement** will not be initially issued to any **Unit** whose original warranty has ever been voided by the manufacturer.

However, if this **Agreement** has already been issued and the manufacturer's warranty becomes void during the **Term** of this **Agreement**, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any other coverage under this **Agreement**, unless such coverage is otherwise excluded by the terms of this **Agreement**. This **Agreement** is non-renewable. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234 or <http://doi.nv.gov/>.

**TRANSFER OF AGREEMENT** is amended as follows: Transfer fee is twenty-five (\$25) dollars.

#### **NEW HAMPSHIRE**

**CANCELLATION** section is modified as follows: Any cancellation fee does not exceed the lesser of 10% of the **Agreement** Purchase Price or fifty dollars (\$50). No claims made or paid may be deducted from any cancellation refunds, including instances where **We** cancel this **Agreement**.

**INSURANCE STATEMENT** section is amended as follows: **Our** obligations under this **Agreement** are insured by Dealers Assurance Company, 15920 Addison Rd., Addison, TX 75001 800-282-8913. In the event **We** cease to operate, become bankrupt or fail to pay any valid claim within sixty (60) days after proof of loss has been filed, **You** may make a direct claim to the insurer at the above address.

If **You** have any questions regarding this **Agreement**, **You** may contact **Us** by mail or by phone. Refer to the front of this **Agreement** for **Our** address and toll-free number.

In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at the following address: 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301 (603) 271-2261.

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** is subject to N.H. Rev. Stat. 542.

No **Agreement** issued, sold, or covering property located in this state shall provide that any civil action or alternative dispute resolution procedure brought in connection with the **Agreement** shall be brought in the courts of a jurisdiction other than New Hampshire.

#### **NEW JERSEY**

**The product being offered is a service contract is and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.**

**CANCELLATION, 3.**, is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within sixty (60) days of the original **Agreement** Purchase Date, **You** will receive a refund within forty-five (45) days of return of this **Agreement** to **Us**; otherwise a ten percent (10%) penalty per month shall be added to a refund.

**CANCELLATION, 6.**, is amended as follows: If **We** cancel this **Agreement**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if cancelled due to non-payment by **You** of the **Agreement** Purchase Price; a material misrepresentation by **You** to **Us**; or substantial breach of duties by **You** relating to the **Unit** or its use.

#### **NEW MEXICO**

**CANCELLATION, 3.**, is amended as follows: If the **Agreement Holder's** refund is not returned within sixty (60) days of return of this **Agreement** to **Us**, a ten percent (10%) penalty of the purchase price, for each thirty (30) day period or portion thereof that the refund remains unpaid will be added to the refund. If the **Agreement Holder** cancels this **Agreement** sixty (60) days after the **Agreement** Purchase Date, a refund of 100% of the unearned pro rata **Agreement** Purchase Price will be provided, based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less, and less any claims paid. The right to void this **Agreement** is not transferable and applies to only the original **Agreement Holder**.

**CANCELLATION, 6.**, is amended as follows: No **Agreement** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed **Term** of one (1) year after the **Agreement** Purchase Date, whichever occurs first, except on any of the following grounds:

- (a) **You** fail to pay an amount when due;
- (b) **You** are convicted of a crime that results in an increase in the service required under the **Agreement**;
- (c) **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Agreement**, or in presenting a claim for payment;
- (d) **We** discover an act or omission by **You** or a violation by **You** of any condition of the **Agreement** that occurred after the effective date of the **Agreement** that substantially and materially increased the service required under the **Agreement**.

**We** will mail a cancellation notice to **You** at least fifteen (15) days prior to the cancellation effective date.

The notice of cancellation will be effective as of the date of termination as stated in the notice of cancellation.

If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

#### **NEW YORK**

**CANCELLATION, 3.**, is amended as follows: If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within sixty (60) days after the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** Purchase Price provided no claim has been made under the **Agreement**. If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Agreement** to **Us**.

**CANCELLATION, 6.**, is amended as follows: If the **Obligor** cancels, a notice of cancellation will be sent to the **Agreement Holder**, which will include the effective date of cancellation and the reason for the cancellation. The **Obligor** will mail a notice of cancellation to the **Agreement Holder** at least fifteen (15) days prior to cancellation.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Unit** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

**INSURANCE STATEMENT** is amended as follows: Obligations of the **Obligor** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

#### **NORTH CAROLINA**

**CANCELLATION** is amended as follows: A twenty-five-dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable.

**CANCELLATION, 6.**, is amended as follows: **We** may only cancel this **Agreement** for non-payment of premium or for a direct violation of the **Agreement** by **You**.

#### **OHIO**

**THIS AGREEMENT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE.**

**CANCELLATION, 3.**, is amended as follows: In the event **You** cancel this **Agreement**, and no refund is received, **You** may contact the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement** for **Your** refund.

**INSURANCE STATEMENT** is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

#### **OKLAHOMA**

Oklahoma License Number: 524413227.

This **Agreement** is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

The coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in Service Warranty Contracts.

**CANCELLATION, 3.**, is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Seller** containing a copy of **Your Agreement**. If **You** cancel during the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid. After the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Seller** shall provide a refund of ninety percent (90%) of the unearned pro rata premium, based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price.

**CANCELLATION, 6.**, is amended as follows: If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Unit** is repossessed, stolen or declared a total loss, **You**

authorize the Lienholder to cancel this **Agreement**.

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

#### **OREGON**

If **You** have any questions regarding this **Agreement**, or a complaint against the **Obligor**, **You** may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem Oregon 97301, (888) 877-4894.

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** does not apply in Oregon. If an emergency repair must be performed outside of normal business hours, **You** may contact the **Administrator** during normal business hours to seek reimbursement of a covered claim.

**ROADSIDE ASSISTANCE** is amended by deleting the following from the list of non-included benefits: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Unit** in the commission of a felony.

#### **RHODE ISLAND**

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with 36,000 miles or less at the time of sale; Provides coverage for ninety (90) days or 4,000 miles, whichever occurs first. Used vehicles with more than 36,000 miles but less than 100,000 miles at time of sale; Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. The **Unit** **You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the DEFINITIONS, SCHEDULE OF COVERAGES and EXCLUSIONS-WHAT IS NOT COVERED stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

#### **SOUTH CAROLINA**

If **You** have any questions regarding this **Agreement**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29202-3105, (800) 768-3467.

**CANCELLATION, 3.**, is amended to include the following: A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**.

**CANCELLATION, 6.**, is amended as follows: If **We** cancel this **Agreement** for any reason, **We** will mail written notice to **You** at least fifteen (15) days prior to cancellation by **Us**. The notice of cancellation will state the effective date and reason for the cancellation. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

#### **TEXAS**

**CANCELLATION, 3.**, is deleted in its entirety and replaced with the following: If the **Agreement Holder** cancels this **Agreement** before the sixty-first (61<sup>st</sup>) day of the **Agreement** Purchase Date, the **Agreement Holder** will receive a full refund of the total **Agreement** Purchase Price. If a claim has been incurred before the sixty-first (61<sup>st</sup>) day, the **Agreement Holder** shall receive a full refund of the **Agreement** Purchase Price, less claims paid. If the **Agreement Holder** cancels this **Agreement** after the sixty-first (61<sup>st</sup>) day, the **Agreement Holder** will receive a pro rata refund of the total **Agreement** Purchase Price, based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement** Term, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50). The **Term** of this **Agreement** for cancellation purposes will be based on **Agreement** Purchase Date and the **Unit** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor**, **Administrator** or **Seller** receive notice of cancellation from the **Agreement Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of this **Agreement** to **Us**.

**CANCELLATION, 6.**, is amended as follows: If **We** cancel this **Agreement** for any reason other than non-payment of the **Agreement** Purchase Price or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth (5<sup>th</sup>) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and reason for cancellation.

If a covered claim is not paid or a refund not provided within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may contact or file a claim directly with the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement**.

If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation, 920 Colorado, Austin, Texas 78701, or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

Our service contract provider license number is: 799

#### **UTAH**

This **Agreement** is amended to include: **At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Unit.**

Payment of this **Agreement** may be paid with cash, check or credit card by the **Agreement Holder** or financed with the vehicle loan or lease. Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**CANCELLATION, 3.**, is amended as follows: This **Agreement** may only be canceled by **Us** on grounds of: (1) material misrepresentation; (2) substantial change in risk; or (3) substantial breaches of contractual duties, conditions, or warranties. In general, If **We** cancel this **Agreement**, **We** will mail to **You** written notice of cancellation at least thirty (30) days before the cancellation date. However, if **We** cancel this **Agreement** within the first sixty (60) days after the **Agreement** Purchase Date or if **We** cancel this **Agreement** because **You** have defaulted in **Your** obligation to repay the amount financed by the Lienholder, **We** will mail to **You** written notice of cancellation at least ten (10) days before the cancellation date.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Unit** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if

**You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

**INSURANCE STATEMENT** is amended as follows: In the event the **Obligor** fails to pay a claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **You** may file a direct claim with the insurer as designated in the **INSURANCE STATEMENT** section.

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** is amended as follows: ANY MATTER IN DISPUTE BETWEEN CONSUMER AND **OBLIGOR** MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM **OBLIGOR**. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH CONSUMER AND **OBLIGOR**. 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. THE ARBITRATOR SHALL BE PROHIBITED FROM AWARDING PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND EXEMPLARY DAMAGES. THE ARBITRATOR MAY AWARD A PARTY ONLY ITS ACTUAL DAMAGES AND THE ARBITRATOR MAY AWARD EQUITABLE RELIEF INCLUDING INJUNCTIVE RELIEF. AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ. AN AWARD IN ARBITRATION WILL BE ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT BY ANY COURT HAVING JURISDICTION.

#### **VERMONT**

**CANCELLATION, 6.**, is amended as follows: **We** may only cancel this **Agreement** for fraud or material misrepresentation affecting the **Agreement** or the presentation of a claim there under, non-payment of the **Agreement** Purchase Price, or violation of any terms or conditions of the **Agreement**. If **We** cancel this **Agreement** for any other reason, **We** will provide a written notice with the reason for cancellation by certified mail within forty-five (45) days' notice of the cancellation date.

#### **VIRGINIA**

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 Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

#### **WASHINGTON**

**Initial \_\_\_\_\_ WA Residents Only:** By initialing, **You** acknowledge that **You** have reviewed the Term Limit, and the implied Warranty and Cancellation sections of the WA State Disclosure. Additionally, **You** have reviewed the Coverages, Exclusions-What is not Covered, Maintenance Requirements and Guide to Filing a Claim set forth in this **Agreement**.

#### **10. IF COVERAGE IS PROVIDED UNDER ANY VALID COLLECTIBLE INSURANCE POLICY.**

**GENERAL PROVISIONS** is amended as follows:

**8. Maintenance Requirements:** **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, identifying the year/make and model, VIN, mileage, date, and exact 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 and exact service performed. Proof of maintenance may be required to be submitted to **Us** when a claim is filed.

**CANCELLATION, 3.**, is deleted in its entirety and replaced with the following: **HOW YOU MAY CANCEL THIS AGREEMENT:** **You** may cancel this **Agreement** by surrendering **Your** copy of this **Agreement** with written notice to the **Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request of cancellation. If **You** cancel this **Agreement** within the first sixty (60) days, and no claims have been filed, **We** will refund the entire **Agreement** Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Agreement** to the **Seller** or to **Us**. If this **Agreement** is canceled after the first sixty (60) days, **We** will refund the unearned **Agreement** Purchase Price to **You** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Unit** was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). Claims paid will not be deducted from **Your** cancellation refund amount. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receive notice of cancellation from the **Agreement Holder**. In the event of cancellation, the lienholder identified on the **Schedule Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Unit** and this **Agreement** have been financed, the lienholder shown on the **Schedule Page** may cancel this **Agreement** for non-payment or if the **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**.

**CANCELLATION, 6.**, is deleted in its entirety and replaced with the following: **OUR RIGHT TO CANCEL THIS AGREEMENT:** **We** may cancel this **Agreement** based on one or more of the following reasons: (1) non-payment of the **Agreement** Purchase Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Agreement** relating to the **Unit** or its use. If this **Agreement** is canceled by **Us** within sixty (60) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If this **Agreement** is cancelled by **Us** after sixty (60) days, a pro rata refund of the total **Agreement** Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term** will be issued. In the event of cancellation, the lienholder identified on the **Schedule Page**, if any, will be named on a cancellation refund check as its interest may appear. Written notice of such cancellation shall include the actual reason for cancellation and shall be mailed or delivered to **You** not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for non-payment of the **Agreement** Purchase Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. **We** have only sixty (60) days from the date of the sale of the **Agreement** to the **Agreement Holder** to determine whether or not the **Unit** qualifies for the program. Except as set forth above, after sixty (60) days the **Unit** qualifies for the issued **Agreement** and the **Obligor** may not cancel the **Agreement** and is fully obligated under the terms of the **Agreement** sold

to the **Agreement Holder**. If **We** cancel this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

**INSURANCE STATEMENT** is amended as follows: **Our** performance under this **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in the **INSURANCE STATEMENT** section – Policy Number: WA170. If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company. The warranty of merchantability on the **Unit** is not waived if the **Agreement** was purchased within ninety (90) days of the purchase date of the **Unit**, and the provider or the service contract **Seller** also sold the **Unit**. If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Unit** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is amended as follows: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in close proximity to the **Agreement Holder's** permanent residence.

#### **WASHINGTON D.C.**

**CANCELLATION, 3.**, is amended as follows: If the **Agreement Holder** cancels within the first sixty (60) days, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Agreement** and upon receipt of the **Administrator**. The cancellation fee may not exceed the lesser of ten (10%) percent of the **Agreement** Purchase Price or fifty dollars (\$50.00).

**CANCELLATION, 6.**, is amended as follows: In the event of cancellation by the **Obligor**, the notice of cancellation will include the effective date of, and reason for, the cancellation.

This **Agreement** is amended to include: At the sole discretion of the **Administrator**, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of **Your Unit**.

#### **WEST VIRGINIA**

**CANCELLATION, 3.**, is amended as follows: The cancellation fee does not apply in West Virginia.

If a covered claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurance company listed in the **INSURANCE SETTLEMENT** section of this **Agreement**.

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

#### **WISCONSIN**

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

**CANCELLATION, 3.**, is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** for any reason within sixty (60) days of the **Agreement** Purchase Date, or sixty (60) days from mailing if the **Agreement** is provided to **You** by mail, and receive a full refund of the total **Agreement** Purchase Price, less any claims paid or made. The **Agreement Holder** may cancel this **Agreement** for any reason after sixty (60) days and receive a pro rata refund of the total **Agreement** Purchase Price, based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less the cancellation fee. The cancellation fee may not exceed the lesser of fifty dollars (\$50) or ten percent (10%) of the amount paid by the **Agreement Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the **Obligor, Administrator** or **Seller**.

**CANCELLATION, 6.**, is amended as follows: **We** may only cancel this **Agreement** for non-payment of the **Agreement** Purchase Price, material misrepresentation by **You** to the **Obligor** or **Administrator**, or substantial breach of duties by **You** relating to the **Unit** or its use. **We** will mail a written notice to **You** at the last-known address that **We** have on record at least five (5) days prior to cancellation by **Us**. The written notice will state the effective date of the cancellation and the reason for the cancellation. If **We** cancel this **Agreement** within sixty (60) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. At any other time, **We** will refund 100% of the unearned pro rata **Agreement** Purchase Price, based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less any claims paid. In the event of a total loss of property covered by the **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement Holder** shall be entitled to cancel the **Agreement** and receive a full refund of the unearned **Agreement** Purchase price, less any claims paid. If a covered claim is not paid within sixty (60) days after an **Agreement Holder** provides proof of loss, or if the **Obligor** becomes insolvent or otherwise financially impaired, the **Agreement Holder** may file a claim directly with the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement**, for reimbursement, payment, or provision of service. In the state of Wisconsin, preauthorization of repair work is required by **Us**. However, if extenuating circumstances prevent **You** from obtaining preauthorization, **We** will not deny a claim based solely on the lack of preauthorization. **We** have the right to subrogation collections, but only after **You** have been made whole and are fully compensated for damages.

#### **WYOMING**

**CANCELLATION 3.**, is amended to add the following: If a full refund is due **You** under this **Agreement**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

**CANCELLATION 6.**, is amended as follows: **We** shall mail written notice to **You** at **Your** last known address in the records of the **Obligor** at least ten (10) days prior to cancellation by the **Obligor**. Prior notice is not required if the reason for cancellation is non-payment of the **Agreement** Purchase Price, a material misrepresentation by the **Agreement Holder** to the **Obligor** or a substantial breach of duties by the **Agreement Holder** relating to the **Unit** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.