

This **Agreement** describes the coverage **You** will have under **Your Service Agreement**. In return for payment by **You** of the **Agreement Purchase Price** and subject to all the terms of this **Agreement**, **We** agree with **You** as follows:

### SECTION I. KEY TERMS

When used, Key Terms will appear in **bold** print and have special meaning as follows:

- **Agreement** or **Service Agreement** – means this **Agreement** that is a Contract between **You** and **Us**.
- **Administrator, We, Us, Obligor** or **Our** – means **American Guardian Warranty Services, Inc., PO Box 768, Warrenville, Illinois 60555, (800) 579-2233** except in the State of Florida and Louisiana where **We, Us, or Our** means **American Guardian Warranty Services of Florida, Inc., PO Box 768, Warrenville, Illinois 60555 (800) 579-2233 (FL License #60116)** and in the state of Wisconsin where it means **American Guardian Warranty Services of Wisconsin, Inc., P.O. Box 768, Warrenville, Illinois 60555, (800) 579-2233**.
- **Agreement Holder, You** and **Your(s)** – means the customer or private purchaser shown on the **Information Page** or eligible person to whom the **Agreement** has been properly transferred who may receive benefits under this **Agreement**.
- **Agreement Purchase Date** – means the date **You** purchased this **Service Agreement** shown on the **Information Page**.
- **Agreement Purchase Price** – means the amount **You** paid for this **Service Agreement** shown on the **Information Page**.
- **Breakdown** – means the failure of an original or replacement part, covered by this **Agreement**, to perform its function as it was originally designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's design tolerance. Damage resulting from the **Breakdown** of non-covered parts is not covered.
- **Cost** – means the usual and fair charges for parts and labor necessary to repair Covered Parts. **Parts will be reimbursed at up to manufacturer's suggested list price and labor time will be reimbursed using nationally recognized labor time standards. At the Administrator's option, replacement of any covered part may be approved with new, remanufactured, rebuilt or replacement parts of like kind and quality at the time of Breakdown. Covered Parts determined by the Repairer to be obsolete will be reimbursed up to their last known Manufacturer's Suggested List Price.**
- **Deductible** – means the amount that **You** must pay for covered repairs per repair visit. **Your Deductible** is shown on the **Information Page** in the section identified as Coverage.
- **Information Page** – means page one (1) of this **Agreement** which discloses the **Agreement Holder's** name, address, phone number; the **Vehicle** year, make and model, odometer reading at sale, **Vehicle** identification number, **Vehicle** purchase price, **Selling Dealer** name, address and phone number. It also provides the **Agreement** term in months and miles, the level of coverage selected and important disclosure information signed by the **Agreement Holder**.
- **Lienholder/Lender** – means a financial institution providing financing for the purchase of the **Vehicle** and/or this **Agreement**.
- **Pre-Existing Condition** – means a condition or **Breakdown** that occurred before **Your** purchase of the **Agreement**.
- **Repair Facility** – means any RV service center at which **You** seek to acquire service under this **Agreement**. The repairer must provide a written Parts and Labor Guarantee of at least 6 months and 6,000 miles unless other arrangements have been agreed to by the **Administrator**. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs. Mobile repairers are not permitted unless authorized by the **Administrator**, at its sole and exclusive discretion.
- **Selling Dealer** – means the retail seller of the **Vehicle** and/or **Service Agreement** who is shown in the Dealer Section of the **Information Page**.
- **Vehicle** or **Unit** – means the Recreational Vehicle described in the **Vehicle** section of the **Information Page**.

### SECTION II. WHAT THIS SERVICE AGREEMENT COVERS

During the **Agreement** term, subject to the selected coverage level shown on the **Information Page**, **We** will pay the **Cost** of covered repairs, or, at **Our** option reimburse **You** to remedy any **Breakdown** of the following parts less **Your Deductible**.

**1. PLATINUM - EXCLUSIONARY COVERAGE:** All repairs except those items listed under the - **What This Agreement Does Not Cover** section.

**2. ENGINE:** All internally lubricated parts including the cylinder block and cylinder heads. Includes pistons, wrist pins, rings, cylinder liner sleeves, connecting rods and bearings; crankshaft and main bearings; camshaft, followers, lifters, cam bearings, push rods, valves, valve seats, retainers, springs, guides, bushings, rocker arms and shafts, timing chain or timing belt, timing gears, timing chain tensioners, eccentric shaft, balance shaft, oil pump, oil pump pick up screen and drive shaft. Water pump, fuel delivery pump, intake manifold, exhaust manifold(s), oil pan, valve cover(s), timing chain housing and cover, harmonic balancer, flywheel/flexplate, oil dipstick and tube, oil filter adapter housing, oil cooler, engine mounts and cushions, engine torque strut, vacuum pump. When **Your Vehicle** is described on the **Information Page** as a Diesel or Turbo Diesel, the following additional parts are covered: Diesel injection pump, fuel heater, injectors (except when the **Breakdown** results from contamination). When the Diesel engine is also equipped by the original manufacturer with a Turbocharger, the following parts are covered: Turbocharger-turbine and housing, wastegate/dump valve, intercooler or charged air cooler.

**3. TRANSMISSION:** All internally lubricated parts including the transmission case. Includes torque converter, vacuum modulator, transmission mount and cushion, transmission oil cooler, transmission oil pan, cover, electronic shift control unit and solenoids, dip stick and filler tube.

**4. DRIVE AXLE:** (Front and Rear) All internally lubricated parts including the differential housing, transaxle housing and final drive housing. Axle shafts, constant velocity joints including boots, universal joints, driveshaft(s), hub bearings, supports, retainers and bearings.

**5. SUSPENSION:** (Front and Rear) Includes strut bar and bushings, upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, steering knuckles, wheel bearings, stabilizer shaft and bushings, kingpin and bushings, torsion bars, spindle and spindle supports, coil springs, leaf springs, leaf spring shackles and bushings. Suspension Leveling-Height sensor, control switch, compressor, air drier.

- 6. STEERING:** All internally lubricated parts including the steering gear box and gear housing. Includes rack and pinion gear, power steering pump, main and intermediate shafts and couplings, tilt/telescoping steering column, power steering pump, reservoir, oil cooler, power control valve and cylinder, pitman arm, idler arm, tie rod and tie rod ends, drag links, center link, bell cranks, hydraulic steering damper.
- 7. AIR CONDITIONER:** Compressor, clutch, clutch pulley, clutch coil, condenser, evaporator, POA valve, expansion and suction valves, orifice, accumulator, high/low pressure cutoff switch, receiver-drier, idler pulley and bearing, compressor mounts, temperature control programmer, power module, blower motor and fan, blower resistor, P.C. Boards, ducts, registers and outlets.
- 8. HEATING & COOLING (CHASSIS):** Water pump including housing, impeller, bearings and bushings, radiator, engine thermostat, fan, fan clutch, fan motor, fan controller module, coolant recovery unit, electric block heater, fan shroud, heater core, heater ducts and registers.
- 9. FUEL DELIVERY:** Fuel supply pump, fuel tank(s), auxiliary tank switch, fuel tank sending unit(s), fuel pressure regulator, fuel distributor, fuel injectors (except when the cause of **Breakdown** is contamination), fuel injection pump.
- 10. BRAKES:** Master cylinder, power assist booster and pump, wheel cylinders, combination valve, equalizer valve, hydraulic control unit, disc calipers and rear actuators, power brake cylinder, backing plates, parking brake linkage and cables, transmission mounted parking brake actuator (except drum and brake shoes). Air Brake System-Compressor, tank, auto bleeder valve, diaphragm, treadle, compensating valve and slack adjusters.
- 11. ELECTRICAL (CHASSIS):** Starter motor, starter solenoid, alternator, voltage regulator, distributor, ignition coil(s), wiring harness, horns, manually operated switches, window defrosters, power mirror motors, wiper motors, power window motors, power door lock actuators, power seat motors, power antenna motor, cruise control transducer, engagement switch and servo, dashboard gauges, dashboard clock, manufacturer installed in-dash radio, turn signal switch, headlight switch, dual battery paralleling/isolator switch. Back up alarm, switch and relay.
- 12. ELECTRONIC TECHNOLOGY:** Fuel injection sensors and control module, ignition module, anti-detonation sensors and controller, electronic mixture-control unit and sensors. Anti Lock Brake-Electronic control module, wheel speed sensors, pump motor, pressure modulator valve and accumulator. Digital driver information display, power module and printed circuit boards. Remote control spotlight system, factory installed anti-theft alarm system.
- 13. FRAME:** Metal frame, brackets and welds.
- 14. INTERIOR/EXTERIOR:** Hood hinges, hood latch, hood springs. Door handles, door hinges. Storage compartment handles, hinges and latches. Glove box door handle, hinges and latches. Courtesy map light fixture and switch.
- 15. SEALS AND GASKETS:** Includes seals and gaskets and sealing boots for the named components listed under the selected coverage level shown on the **Information Page**. **Slide Out** - sealing boots, seals and gaskets or weather seals are covered for an aggregate limit of \$500 over the term of the **Service Agreement**. **This coverage excludes weather seals for doors and windows.**
- 16. TAX / FLUIDS / LUBRICANTS:** We will reimburse as required for state and local taxes, necessary fluids, lubricants and refrigerant to complete covered repairs.
- 17. WEAR AND TEAR:** A wear and tear **Breakdown** will be deemed to occur when a covered component fails to perform its function as it was originally designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's design tolerance.
- 18. WATER HEATER:** Burner assembly, tank, thermostat, thermocouple, gas valve, heating elements, control panel, electronic ignition assembly, wiring harness, control switches and printed circuit boards.
- 19. FRESH WATER:** Water pump, compressor, water tank(s), manifold and faucets.
- 20. SANITATION:** Shower basin, toilet, sink(s), in sink-disposal and switch, holding tanks, gate valves.
- 21. AIR CONDITIONING (ROOF MOUNTED/CENTRAL SYSTEM):** 110 Volt or Central System: Compressor, evaporator, condenser, accumulator, expansion valve, receiver drier, high/low cutoff switches, pressure cycling switch, electronic module, printed circuit boards, blower/fan motor, ducts and registers, thermostat, control panel, switches, ceiling fan(s), bathroom vent motor.
- 22. RANGE AND OVEN:** Microwave oven, convection oven, power hood, range burner assembly, thermostat, thermocouple, burner valves, igniter/ignition assembly, printed circuit boards.
- 23. L.P. GAS/PROPANE:** Regulators, gas bottles (except valves and gauges), mounting brackets, leak detector and automatic shut-off valve.
- 24. HEATING:** Furnace except Special Hydronic Heating Units such as brand names: Aqua-Hot, Hydro-Hot, Oasis or Hurricane. Coverage includes igniter/ignition assembly, burner elements, thermocouple, gas valve, thermostat, control panel, blower/fan motors, printed circuit boards, ducts and registers.
- 25. REFRIGERATOR AND FREEZER:** Thermostat, thermocouple, 2 or 3 way cooling unit, burner assembly, igniter, control panel, control switches, printed circuit boards.
- 26. AUDIO/VIDEO ENTERTAINMENT:** Factory Installed or Factory Approved Dealer installed (non-in dash mounted) stereo radio receiver, amplifier and speakers, disc player, television set (**excluding High Definition television sets**).
- 27. AUXILIARY POWERPLANT/GENERATOR:** Factory installed or Factory Approved-Dealer Installed: All internally lubricated components of the powerplant engine including the engine block and cylinder head. Starter, ignition coil, control switches, hour meter and gauges, voltage regulator, generator, monitor/control panel, printed circuit boards, shore power cord and reel.

### SECTION III. ADDITIONAL BENEFITS

In the event of a covered **Breakdown**, We will reimburse **You** for these additional benefits:

- 1. TOWING EXPENSE:** If towing assistance becomes necessary due to a **Breakdown** of a covered component, towing expenses not payable by insurance will be reimbursed to **You** for up to \$300.00 per occurrence.
- 2. RENTAL EXPENSE:** We will reimburse **You** for actual expenses for substitute transportation if necessary due to a **Breakdown** of a covered component. Such reimbursement will be limited to fifty dollars (\$50.00) for every four (4.0) hours

or portion thereof, of applicable labor time required to complete the covered repair based on applicable nationally recognized labor time standards up to a maximum of seven (7) days and \$350.00 per occurrence. A substitute vehicle must be rented from a licensed rental agency and receipts are required for reimbursement.

**3. ADDITIONAL RENTAL EXPENSE:** If a covered repair is performed to the Engine, Transmission or Drive Axle the rental benefit will be increased by up to five (5) additional days. In the event a covered **Breakdown** results in a parts delay or **Unit** inspection the **Administrator** at its discretion may authorize a per day extension for additional rental reimbursement except where prohibited by law.

**4. TRIP INTERRUPTION/TRAVEL EXPENSE:** When **Your Vehicle** is disabled due to a covered **Breakdown** more than 100 miles from **Your** residence, **We** will reimburse **You** for up to three (3) days for lodging and restaurant meal expenses up to a maximum of \$125.00 per day subject to the following conditions: (1) The **Breakdown** causes a delay in route to **Your** destination. (2) The date of the **Breakdown** will be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the **Breakdown** and the time the repairs are complete, or by the end of the third calendar day subsequent to the **Breakdown** date if the repairs are not completed, whichever occurs first. Receipts are required for reimbursement.

**5. REDUCED DEDUCTIBLE AT THE SELLING DEALER:** When **You** choose the **Selling Dealer** listed on the **Information Page** to perform repairs to **Your Vehicle**, **Your Deductible** will be reduced by \$50.00. **This does not apply to a zero dollar (\$0) deductible.**

**6. FOOD SPOILAGE:** If the covered refrigerator or freezer **Breakdown** results in a loss of perishable food or beverages (does not include alcoholic beverages), **We** will reimburse **You** up to \$75.00. Receipts are required for reimbursement. **This benefit is not available on Agreements purchased in the state of California.**

**7. FUEL/L.P. GAS REPLACEMENT:** When a **Breakdown** of the covered fuel tank or L.P. Gas Bottle results in the draining of fuel or L.P. gas, **We** will reimburse **You** up to \$50.00 per occurrence. Receipts are required for reimbursement.

**8. MANUFACTURER WARRANTY DEDUCTIBLE REDUCTION:** When a covered **Breakdown** results in **You** having to pay a Manufacturer required deductible, **We** will reimburse **You** up to \$100.00. Receipts are required for reimbursement. **This benefit is not available on Agreements purchased in the state of California.**

**9. GUARANTEED PART-REPLACEMENT:** If a part covered by the **Agreement** fails a second time during the term of the **Agreement**, all the repair charges including the deductible obligation are paid by **Us**.

**10. SERVICE CALLS:** In the event of a **Breakdown** of the **Vehicle's** Chassis, Slide Out and Jack Systems, **You** will be reimbursed for reasonable service call charges up to \$100.00 per occurrence. **This benefit only applies to a Breakdown of the Vehicle's Chassis, Slide Out and Jack Systems covered under this Agreement.**

**11. EMERGENCY ROADSIDE ASSISTANCE: (Jump starts, tire changes [with your inflated spare], vehicle fluid delivery, lockout assistance). Expenses for fluids and key cutting are not included in the service. THIS BENEFIT IS UP TO \$100 PER OCCURRENCE.**

- **Battery Boost:** If **You** incur a charging system or battery discharge for any reason, a jump-start will be applied to start the **Vehicle**.
- **Tire Repair/Replacement Services:** In the event of a flat tire on the **Vehicle**, service consists of removal of the flat tire and its replacement with the spare tire. If the **Vehicle** has no inflated spare or, if it has two (2) or more flat tires, the **Vehicle** will be towed to the nearest service facility.
- **Fluid Delivery Service:** An emergency supply of fuel, oil, fluid and water will be delivered if **You** have an immediate need. **You** must pay for the fuel, oil or other fluids upon delivery.
- **Lock-Out Assistance:** If **Your** keys are locked inside **Your Vehicle**, assistance will be provided in gaining entry to **Your Vehicle**.

**TOWING: Towing to the nearest qualified repair facility (this does not include convenience towing and is limited to one service call per incident). THIS BENEFIT IS UP TO \$300 PER OCCURRENCE.**

- **Towing Assistance:** When towing is necessary for a covered **Breakdown**, the **Vehicle** can be towed to the nearest service facility.

**ALL ROADSIDE ASSISTANCE SERVICES ARE PROVIDED BY Quest Towing Services, LLC., or Quest Motor Club of California, or Quest Motor Club, Inc. dba RV QUEST, LLC  
106 W. TOLLES DRIVE  
ST. JOHNS, MICHIGAN 48879  
CALL TOLL FREE: 877-203-9927**

**Non-Covered Emergency Roadside Assistance and Towing Assistance Items:**

- 1. Cost of parts, replacement keys, fuel, fluids, lubricants and the cost of installation of products, materials, or additional labor relating to towing. Any Service covered under a valid manufacturer's warranty or roadside assistance program.**
- 2. Non-emergency mounting or removing of any tires, snow tires or chains. Tire repair. Towed trailers or any vehicles in tow attached to the covered Vehicle including Camping Trailers and Travel Trailers.**
- 3. Towing from a repair shop or repair work performed at a service station, repair shop or garage. Service on a Vehicle that is not in a safe condition to be towed. Non-emergency towing or for any other non-emergency services. Impound**

towing, or towing by other than an authorized service provider. Vehicle storage charges or a second tow. Towing or service on roads not regularly maintained such as sand beaches, open fields, forests, and areas designated as not passable due to construction or weather or hazardous for a service provider to reach. Towing at the discretion of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking or other violations of the law.

4. No coverage shall be provided in the event of an emergency resulting from the use of intoxicants, narcotics or the use of the covered Vehicle in the commission of a crime.

5. Repeated service calls for a covered Vehicle in need of routine maintenance or repair. Only one disablement for the same cause during any seven (7) day period will be accepted. Reimbursement for services secured through any other source.

#### SECTION IV. OPTIONAL COVERAGE

During the Agreement term, subject to the selected Optional Coverage checked on the Information Page, these additional components and conditions are covered:

• **MODIFIED DEDUCTIBLE:** When indicated on the Information Page, the per occurrence Deductible will be modified from \$100.00 to the amount checked on the Information Page.

• **UNLIMITED TOWING:** When indicated on the Information Page, We agree to increase the Towing Benefit due to covered Breakdowns to no out of pocket expense per occurrence.

• **COMMERCIAL USE:** When indicated on the Information Page, We agree to the following: Commercial use coverage will apply if the Vehicle is operated as part of a for-profit business or enterprise or, if the Vehicle is used for daily, weekly, monthly rentals and leases up to a maximum of twelve (12) months. Rental or lease use requires that a single principal operator/renter/lessor/lessee is responsible for Vehicle maintenance and regular servicing. We require proof of maintenance for the investigation and validation of a claim. Coverage excludes and no coverage is available if used for the following services: taxi, livery, shuttle, emergency services, delivery services, off-road use or hauling.

• **CONVENIENCE PACKAGE (Included in Platinum):** When indicated on the Information Page, We agree to cover the following: Factory or approved Dealer installed rear view camera and monitor, kitchen center. Ice maker, dishwasher, washer/dryer, trash compactor, monitor panel, factory installed thermometer and compass. Carbon Monoxide/Smoke Detectors, interior/exterior light fixtures (excluding lenses, bulbs and LEDs), light control switches, GFCI and electrical outlets. Power converter and inverter. Retractable awning power motor, control switch and power/manual crank worm gear mechanism (does not include rails, arms, track, frame). Power step motor, power step control module, control switches and control panel. **Leveling Jack:** Motor(s), hydraulic/electric pump, actuators, jack assemblies, power cylinders, worm gear, gear sets, switches and wiring harness. **Slide Outs:** Motor, hydraulic/electric pump, actuators, power cylinders, worm gear and gear sets, control switches and wiring harness.

• **AUDIO/VIDEO TECHNOLOGY (Included in Platinum):** When indicated on the Information Page, We agree to cover the following: Factory installed or factory approved dealer installed high definition television/monitor(s) and back-up monitor. Audio/Video and high definition disc player. Audio/Video cabling and hubs. Home theater audio amplifier and speakers, satellite dish or antenna including rotator motors, signal amplifier, control panel and switches, converter and in motion-satellite receiver. This coverage excludes internet access devices, phone systems, game systems, personal computers and their monitors, MP3 or similar portable Music/Video Players and their monitors.

• **AQUA-HOT:** When indicated on the Information Page, We agree to cover the following named components found in heating systems branded as Aqua-Hot, or similar units: diesel burner, heat exchanger, heater elements, pump, holding tank, thermostatic switches, printed circuit board, thermostat and control panel. Requires proof of annual service.

#### SECTION V. INSURANCE STATEMENT

Our obligations are guaranteed by an insurance policy (No. 3312) issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206. In the event that We, or the dealer, cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, You may file a claim directly with Virginia Surety Company, Inc.

#### SECTION VI. ADMINISTRATOR RESPONSIBILITIES

Subject to the Coverage Level and Deductible selected on the Information Page of this Agreement, the Limits of Liability and items and conditions found under What This Agreement Does Not Cover, the Administrator will reimburse for the Cost of necessary repairs. The Administrator reserves the right to inspect Your Vehicle to evaluate covered repairs.

#### SECTION VII. AGREEMENT HOLDER RESPONSIBILITIES

• You must perform the manufacturer recommended maintenance guidelines to all Vehicle systems. This includes keeping verifiable receipts for services from the date of purchase. The required receipts include Date, Mileage, Service Performed, Service Provider and Your signature. These records may be requested by the Administrator for the investigation of a claim. We will not deny a claim based upon Your failure to properly maintain the Vehicle, UNLESS the failure to maintain the Vehicle involved the failed part or parts. Use all reasonable means to protect Your Vehicle from further damage when a Breakdown occurs.

• You must authorize necessary labor time for the repairer to diagnose a Breakdown.

• Direct the repair facility to call the Administrator at 1-800-579-2233 to report a claim.

• You must obtain Repair Authorization from the Administrator prior to repairing any covered component.

• In order to receive reimbursement for Your authorized claim You must submit the following within sixty (60) days of claim approval: A) the original repair order that You signed. B) Proof of Payment with a Cash Register Receipt, Credit Card

Receipt or Personal Check Copy. C) When applicable for other reimbursable services and benefits; original copies of receipts signed by You with proof of payment.

### SECTION VIII. WHAT TO DO IF REPAIRS ARE NEEDED

If Your Vehicle is within forty (40) miles of the Selling Dealer and it has service facilities, You must deliver Your Vehicle to the Selling Dealer. If Your Vehicle is within forty (40) miles of the Selling Dealer and the Vehicle is unsafe and needs to be towed, contact RV QUEST TOLL FREE AT (877) 203-9927 to arrange towing service. Provide the Selling Dealer with Your Agreement number and direct them to call the Administrator at 1-800-579-2233 and authorize the Selling Dealer to diagnose the failure. If Your Vehicle is more than forty (40) miles from the Selling Dealer and the Vehicle is unsafe and needs to be towed, contact RV QUEST TOLL FREE AT (877) 203-9927 to arrange towing service. Provide the repair facility with Your Agreement number and direct them to call the Administrator at 1-800-579-2233 and authorize the repairer to diagnose the failure.

Mobile repairers are not permitted unless authorized by the Administrator, at its sole and exclusive discretion.

**Emergency Repairs:** If a covered Breakdown occurs at any time outside of Claims Department regular business hours, You may take one of the following steps:

- Wait until regular business hours and then follow the normal claims procedure outlined above.
- Authorize and pay any teardown or diagnostic time needed to determine whether Your Vehicle has a covered Breakdown. If You reasonably determine that You have a covered Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying the repair. You must then call the Administrator during the next available regular business hours so that the Administrator may determine whether there was a covered Breakdown. If the Administrator determines that there was a covered Breakdown, then We will pay You the Cost in accordance with the terms and conditions of this Agreement.

You must obtain a Repair Authorization Number from the Administrator to assure coverage under this Agreement.

Call Toll Free at 1-800-579-2233 for instructions and Repair Authorizations.

No Payment for a Claim will be made without prior authorization.

### SECTION IX. WHAT THIS AGREEMENT DOES NOT COVER

A. Where permitted by state requirements the following are not covered (Also see State Requirements):

1. **Pre-Existing Conditions.** When the selling dealer or independent repair facility using the Administrator's inspection form verifies that the protected assemblies are in proper working condition, We will waive the Pre-Existing condition exclusion in this Agreement.
2. For a Breakdown caused by overheating or for repairs to the engine or transmission due to continued operation without proper levels of lubricant or coolant. It is Your responsibility to make certain oil and temperature warning lights and gauges are functioning properly. You must take precautions against causing any further damage to Your Vehicle when either warning lights/gauges indicate inadequate protection or performance.
3. For damage to a covered component caused by the failure of a component not listed as covered under this Agreement.
4. Repairs covered under the original manufacturer's warranty whether or not that warranty was transferred to You. Any Cost, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls and service bulletins.
5. Any covered repair not authorized in advance by Us.
6. Repairs beyond those required to correct a Breakdown.
7. Damage caused by continued operation of an impaired Vehicle.
8. Damage caused by towing the Vehicle in a manner not consistent with manufacturer's recommendations.
9. Overloading the Vehicle beyond the manufacturer's recommended capacity.
10. For towing a trailer or another Vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
11. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason.
12. A Breakdown caused by or involving modifications, alterations or additions to Your Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle manufacturer.
13. Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance including appliance and HVAC (heater, ventilation, air conditioner) systems.
14. Repairs because of: fraud, collision, physical damage, abuse, negligence, neglect, misuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, hail, lightning, reverse polarity, power surge, electrical overload, freezing, wind damage, fire, war, acts of God or, loss that is normally covered by a standard Casualty or Physical Damage Insurance Policy whether or not an insurance policy is in force for Your Vehicle.
15. The Cost of teardown, disassembly or assembly when a Breakdown is not covered by this Agreement.
16. Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage.
17. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees.
18. Repairs made outside the United States and Canada.
19. Service adjustments and cleaning, reprogramming unrelated to the repair of a covered Breakdown. Repositioning, refitting, adjustment or alignment not related to a covered Breakdown. All maintenance services. HVAC (heater, ventilation, air conditioner) recharge, refrigerant, coolant, lubricants, and fluids not related to the repair of a covered Breakdown. Batteries, belts, hoses, filters and normal fluid/oil/lubricant seepage. Tune up, ignition wires, spark plugs,

distributor cap, rotor, glow plugs, Oxygen Sensor(s), PCV, EGR valve, wiper blades. Fasteners unless required to complete repairs to a covered Breakdown. Bent, warped or sagging frame or frame members and frame supports. Tires, wheels, wheel covers, hub caps, wheel balancing, suspension struts, shock absorbers, disc brake pads, brake shoes, brake drums, rotors. Manual clutch-disc, pressure plate, pilot and throwout bearing, hydraulic slave cylinder(s). Sealed Beams, light bulbs, lenses. Exhaust system including catalytic converter(s) except exhaust manifolds. Freight charges, storage charges, shop supply or shop material charges, miscellaneous charges, document charges, insurance administration charges, hazardous waste charges and any repair to retrofit or replace components due to compliance with any law or legislation.

20. Paint, finish, tile, wood flooring, sub flooring/underlayment, carpeting and resilient floor coverings, trim or ornamentation, moldings, windshield and all glass, body structure, door and window framing, bright metal, bumpers and metal supports, sheet metal, body panels, interior/exterior wall and roof panels. Repairs or adjustments to correct squeaks, air, wind and water leaks. Weather-strips, caulking, grouting, body and glass sealants or adhesives, delamination, discolored finishes and surfaces. Cabinets, drawers and furniture. Canvas, vinyl, foam or fabric material coverings or any upholstery and padding, window decorations, shades and blinds, mirrors, plastic/glass window panels, fiberglass panels, and convertible top roof panels. Buttons, knobs, handles, floor mats, dash pad and console, air bag(s), seat belts, side and rear view mirror reflectors. Audio/video headphones, radar detectors, cellular phones and phone systems, CB radio, Internet and satellite communication system access devices, game systems, personal computers and their monitors, I-Pod/MP3 or similar portable Music/Video Players, Audio Video-cabling and hubs. High Definition Television/Monitor(s) and Back Up Monitor, High Definition DVD player, Home Theater Audio System, Satellite dish or antenna including rotator motors, signal amplifier, control panel and switches, converter and in motion-satellite receiver except when the Audio/Video Technology box is checked. Aqua-Hot, Hydro-Hot, Oasis or Hurricane Systems except when the Aqua-Hot box is checked.

**WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED**

**B. This Agreement provides no benefits or coverage and We have no obligation under this Agreement if:**

1. The Vehicle odometer fails to register or record actual mileage for any reason while owned by You.
2. You rent Your Vehicle to someone else except when the Commercial Use box is checked.
3. Your Vehicle is used for business, deliveries, construction, commercial hauling, postal service, taxi, police or other emergency services.
4. Your Vehicle is used for snow plowing, competition or speed events.
5. Your Vehicle is modified from the Vehicle manufacturer's original specifications regardless of who or when the modifications were made.
6. For fraudulent representations to obtain the Agreement or presenting a claim under this Agreement.
7. Your Vehicle is identified as a Gray Market Vehicle, Total Loss, Salvaged, Rebuilt, Designated FEMA Unit, Flood damaged or where the odometer reading is beyond mechanical limits.

#### **SECTION X. GENERAL PROVISIONS**

**LIMIT OF LIABILITY:** The Administrator's limit of liability for any one-repair visit shall in no event exceed the actual cash value of Your Vehicle at the time of said repair visit according to the most recently published NADA Recreation Vehicle Appraisal Guide.

**AGGREGATE LIMIT OF LIABILITY:** The total of all benefits paid or payable while this Agreement is in force shall not exceed the Retail Price You paid for the Vehicle (excluding tax, title, license fees and financing charges).

**SUBROGATION:** If You receive benefits under this Agreement, We will be entitled to Your rights to recover against any manufacturer, insurance company or service agreement provider who may be responsible to You for Costs covered under this Agreement or any payments made by Us. In all states but California, if We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.

**ARBITRATION:** You agree that any claim, dispute or controversy relating to this Agreement or the relationships which result from this Agreement, no matter against whom made, including the applicability of this arbitration clause and the validity of the entire Agreement, shall be resolved by neutral binding arbitration by the American Arbitration Association (unless another neutral organization is agreed upon by the parties), under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which You appear will take place at a location near Your residence. Rules and forms related to arbitration may be obtained by contacting the Administrator at 1-800-579-2233 or via written request to Administrator, P.O. Box 768, Warrenville, Illinois 60555. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.** The arbitration provision is deleted in its entirety in the following states: California, Florida, Georgia, Mississippi, Nebraska, New Hampshire, Nevada, Oklahoma, Oregon, Wisconsin and Wyoming.

**AGREEMENT PERIOD:** The time and mileage limit of the Agreement Term starts on the Agreement Purchase Date and Odometer Reading at Sale in the Vehicle section of the Information Page and shall terminate when the length of time or total accumulated mileage exceeds the sum of the mileage at purchase plus the mileage shown in Term Miles as described in the Coverage section on the Information Page, whichever occurs first. If Service Drive Sale/Non-Point of Sale Delivery is selected on the Information Page, coverage will be extended for thirty (30) days from the expiration of the term selected and 500 miles.

**CANCELLATION:** In the event **Your Vehicle** is repossessed, declared a total loss, or, **You** give notice of cancellation, **You** may cancel this **Agreement**.

1. To request a cancellation, submit written notification immediately to the **Selling Dealer** or **Administrator** including the following:  
1) the **Agreement** Number; 2) **Vehicle** Identification Number; and 3) a signed statement certifying the current **Vehicle** odometer reading.
2. If **Your Vehicle** and this **Agreement** have been financed, the **Lienholder** may cancel this **Agreement** for nonpayment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The cancellation rights under this **Agreement** are transferred to the **Lienholder** and the **Lienholder** is also entitled to any resulting refund. In the event of a cancellation, the **Lienholder**, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee.
3. If this **Agreement** is cancelled within thirty (30) days of the **Agreement Purchase Date** and no claim has been made, **We** will refund the full **Agreement Purchase Price**. If the **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the **Agreement Purchase Price** according to the pro rata method reflecting the greater days in force or the miles driven based on the term of the plan selected and the date coverage begins, less a \$50.00 dollar administrative fee. (\$25.00 in Alabama; \$50.00 or 7.5% of the **Agreement Purchase Price**, whichever is less, in Alaska; not to exceed 10% of the gross amount the consumer paid for the contract, or \$50.00, whichever is less, in Arizona; \$25.00 or 10% of the **Agreement Purchase Price**, whichever is less, in California; \$50.00 or 10% of the refund, whichever is less, in Florida; \$50.00 or 10% of the pro rata refund, whichever is less, in Georgia; \$50.00 or 10% of the **Agreement Purchase Price**, whichever is less, in Illinois; \$50.00 or 10% of the **Agreement Purchase Price**, whichever is less, in Maine; \$50.00 or 10% of the **Agreement Purchase Price**, whichever is less, in Mississippi; \$25.00 in Nevada; \$50.00 or 10% of the amount of the pro rata refund, whichever is less, in North Carolina; \$50.00 or 10% of the unearned pro rata **Agreement Purchase Price**, whichever is less, in Oklahoma; \$25.00 in Washington; and \$50.00 or 10% of the **Agreement Purchase Price**, whichever is less, in Wisconsin.) In the event of a cancellation, the **Lienholder**, if any, will be named on the refund check and, in the event of cancellation upon repossession, the sole payee. Important: State Guidelines and Regulations where **Agreement** was sold take precedence over these terms. Where permitted by state law, any claim incurred or paid will be deducted from the amount of the cancellation refund. (Georgia, Louisiana, and Nevada do not allow for a claim incurred or paid to be deducted from the amount to be returned.)

**CANCELLATION BY US:** **We** may cancel this **Agreement** for nonpayment, material misrepresentation or fraud by **You**. If **We** cancel this **Agreement**, notice outlining the specific nature or reason for cancellation and the effective date of cancellation will be mailed to **You**. If **We** cancel for material misrepresentation or fraud, **You** will receive a pro rata refund of the **Agreement Purchase Price** based on the greater days in force or miles driven based on the term of the plan selected and the date coverage begins.

**TRANSFER OF AGREEMENT:**

In the event that **You** sell **Your Vehicle**, this **Agreement** shall terminate. **You** may apply for a transfer to the new owner. Where applicable, the manufacturer's warranty including extended powertrain warranty must transfer to the new owner to obtain coverage under the transfer provisions of this **Agreement**. Within thirty (30) days from the date of sale to a private party and not a dealer or entity in the business of selling, trading or leasing vehicles, submit the following to the **Administrator**: 1) A check for a \$100.00 Transfer Fee payable to the **Administrator**; 2) A copy of the **Information Page** of this **Agreement**; 3) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number; 4) Copies of **Your** maintenance documents for **Your Vehicle**. Proof of continuation of regular maintenance will be necessary in the event of a claim. The **Administrator** reserves the right to reject a transfer request in the event that the above requirements are not met. This **Agreement** may not be assigned separately from the covered **Vehicle**, nor can it be assigned to a business entity or anyone other than an individual person that purchased **Your Vehicle**. This **Agreement** may only be transferred once.

**NOTICE TO CONSUMERS:**

- Purchase of this **Agreement** is not required to purchase or finance a vehicle. The benefits provided may duplicate express manufacturer or seller's warranties that come automatically with every sale. **You** may be required by the Seller of this coverage to pursue those warranties which are available to **You** without this **Agreement**.
- The terms of this written **Agreement** control the contract between us. No change of modification to the written terms is valid. This **Agreement** is not an insurance policy.
- This **Agreement** is based on information **You** provided on the application. Misrepresentation on the application will result in rejection of this **Agreement**.
- **Payment Plan:** Where permitted by State Law, the settlement of any claim may first be applied to reduce any unpaid, outstanding balance on a vehicle service agreement that has been financed.

**SECTION XI. STATE REQUIREMENTS**

If this **Agreement** was purchased in any of the following states, the **Agreement** is amended as indicated after each state. The **Administrator** of this **Agreement** makes diligent effort to include all state notices as they become effective, but in cases where a state's notice is not present on this printing of the **Agreement**, State Law will take precedence over the terms and conditions of this **Agreement**.

**ALABAMA:** Cancellation: Any refund due may be credited to any outstanding balance of **Your** account and the excess, if any, refunded to **You**. The right to void **Your** account is not transferable and applies only to the original **Agreement** purchaser. 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**. Cancellation by **Us:** **We** will provide written notice five (5) days prior to cancellation. Notice is not required if cancellation is due to nonpayment or material misrepresentation by **You**.

**ALASKA:** In the event of cancellation the **Lienholder**, if any, will be named on the refund check. 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**. The right to void **Your** account is not transferable and applies only to the original **Agreement** purchaser. Cancellation by **Us:** **We** will