

TERMS AND CONDITIONS

A. NOTICE

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

B. DEFINITIONS

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

1. **Administrator** - Strategic Administration Group, P.O Box 161126, Fort Worth, TX 76161.
2. **Breakdown** - The failure of a defective part as supplied by the Manufacturer or Dealer outside of the allowable tolerances prescribed by the manufacturer.
3. **Failure** - means the inability of an original or like replacement part covered by this **Agreement** to function in normal service.
4. **Wear and Tear** - The gradual reduction of operating performance.
5. **Claim** - A demand by **You** for benefits under this **Service Agreement**. A visit/claim may have more than one Covered Repair.
6. **Commercial Use** - Any **Unit**, regardless of registration type, used solely or partially for the generation of income.
7. **Covered Parts** - The parts listed in the **Schedule of Coverages** section of this **Service Agreement** for the **Plan** selected.
8. **Declaration Page** - The numbered document executed by **You** which must be attached to this **Service Agreement**. It lists information regarding the **Unit** to be covered, **Service Agreement** Terms and Conditions, and other vital information.
9. **Deductible** - The amount **You** are required to pay, as shown on the **Declaration Page**, toward the total cost for the repair or replacement of **Covered Parts** per visit/claim made.
10. **In-Service Date** - The date on which the **Unit** was first purchased by the original owner, if known. **Units** for which the original purchase date is not known, it shall be July 1st of the **Unit** model year.
11. **Plan** - Refers to the **Plan and** term selected by **You** as shown on the **Declaration Page** of this **Service Agreement**.
12. **Obligor (We, Us, Our)** - Auto Knight Motor Club, Inc. 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256 (844) 241-5518 who is the Obligor to this Agreement except in the states of Florida, Louisiana, and Oklahoma. In the states of Florida, Louisiana, and Oklahoma, the Obligor is Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, (Florida License No. 03698, Oklahoma License No. 44200929).
13. **Repair Facility** - A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by the **Administrator** to perform repair services under this **Service Agreement**.
14. **Schedule of Coverages** - A part to this **Agreement** that outlines the coverage of the **Plan** selected by **You** as shown on the **Declaration Page** of this **Agreement** and lists the **Covered Part(s)**.
15. **Service Agreement (the "Agreement")** - This **Agreement**, which **You** have purchased for the **Unit** described on the **Declaration Page**.
16. **Tow Vehicle** - A vehicle that is in the process of being towed by the **Unit**.
17. **Unit** - The **Unit** described on the **Declaration Page** that is covered under this **Agreement**.
 - a. **New Unit** - A **Unit** that is covered by the manufacturer's coverage **New Unit** warranty at the time this **Agreement** is purchased and does not refer to whether or not the **New Unit** has been previously owned, sold or titled.
 - b. **Pre-Owned Unit** - A **Unit** that does not meet the definition of a **New Unit** and does not refer to whether or not the **Pre-Owned Unit** has been previously owned, sold, or titled.
18. **You, Your** - The **Agreement** Holder shown on the **Declaration Page** or the person to whom the **Agreement** was properly transferred.
19. **Seals and gaskets** - Should seals and gaskets be required in conjunction with the repair of a covered component, coverage will be extended to include seals and gaskets on said covered components. Gaskets and Seals alone are not covered.
20. **Wear and Tear - Coverage** will be extended to all covered parts and components that suffered a **Breakdown** as a result of "**Wear**" and/or "**Tear**" unless otherwise listed under the **Exclusions** section of this **Agreement**.

C. GENERAL PROVISIONS

1. **Coverage:** The **Plan** and term selected by **You** on the **Declaration Page** along with the Terms and Conditions of this **Agreement** determine **Your** coverage. **We** will pay for the reasonable costs to repair or replace any of the **Covered Parts** listed in the **Schedule of Coverages** section which cause a **Breakdown**, less any **Deductible**, and will pay for the Additional Benefits listed in the Additional Benefits section specific to **Your Unit**, provided **You** comply with all of the Terms and Conditions of this **Agreement**. **Repairs may be completed with parts of like kind and quality.** Please see the **Schedule of Coverages** section for a detailed list of Covered Parts and to determine the coverage, applicable to Your Plan. All covered parts must be functioning properly at the time of the sale of this Agreement. Please refer to the **Guide To Filing A Claim** section of this **Agreement** for Claims instructions.
2. **Deductible:** **We** will pay the portion of the expense for a covered repair that is in excess of the **Deductible** selected on the **Declaration Page** of this **Agreement**.
3. **Limits of Liability:**
 - a. **Single Claim Limit:** Our liability with respect to any one **Claim** is limited to the cost to repair or replace any **Covered Parts** at prevailing retail labor rates. **Repairs may be completed with parts of like, kind and quality, commensurate with the age of the Unit at the time the parts failed, as customarily used in the RV industry, less any Deductible.** Furthermore, in no event shall Our liability exceed the cost necessary to correct the actual cause of the **Breakdown**.
 - b. **Aggregate Claim Limit:** Our liability with respect to the total of all benefits paid or payable while this **Agreement** is in force shall not exceed the lesser of:
 - 1) [Seventy-Five Thousand Dollars (\$75,000.00)]; or
 - 2) **Unit Purchase Price**, as shown on the **Declaration Page** of this **Agreement**; or
 - 3) NADA current value of the **Unit** immediately prior to the **Breakdown**.

4. **Manufacturer's Warranty:** If any part is repaired and/or replaced under the manufacturer's warranty covering the **Unit**, and those same parts are listed in the **Schedule of Coverages** section of this **Agreement**, **We** will reimburse **You** for a portion of the manufacturer's **Deductible** if the manufacturer's **Deductible** exceeds the **Deductible** selected, as shown on the **Declaration Page**. The amount **We** reimburse will be the actual amount **You** were required to pay under the terms of the manufacturer's warranty, less the **Deductible** shown on the **Declaration Page**.
5. **Territory:** The benefits provided under this **Agreement** are only available for losses and expenses incurred within the Continental United States of America, Alaska, Hawaii and Canada.
6. **Incidental Damage:** Our liability for incidental damages is expressly excluded herein. Incidental and Consequential damage includes, but is not limited to, property damage, loss of use of the **Unit**, loss of time, inconvenience, or commercial loss resulting from the operation, maintenance and/or use of the **Unit**.
7. **Subrogation Provision:** In the event that coverage is provided under this **Agreement**, **We** shall be subrogated to all the rights **You** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **You** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, all amounts recovered by **You** for which **You** have received benefits under this **Agreement** shall belong to, and be paid to Us, up to the amount of benefits paid under this **Agreement**.
8. **Maintenance Requirements:** In order to keep this **Agreement** in effect, You must have the **Unit** checked and serviced in accordance with the manufacturer's recommendations. Failure to follow such recommendations may result in a denial of coverage. **You** must retain verifiable receipts for the maintenance services performed. If **You** perform the actual services, then verifiable receipts showing purchases of all required parts and materials necessary to perform the maintenance must be retained, along with a statement showing the date and mileage when the services were performed. Proof of maintenance may be required to be submitted to **Us** when a **Claim** is filed.
9. **State Taxes:** The payment of sales tax on covered repairs will be made in accordance with the regulations of the taxing authority in the state where **Your Unit** is repaired.
10. **Other Provisions:**
You have the right to return or void this **Agreement**. **You** may return the Agreement within sixty (60) calendar days after the date it is provided to **You** at the time of sale or the date **We** mail a copy of the **Agreement** to **You**, if applicable. If **You** return this **Agreement** within the applicable time period and no **Claims** have been filed, the **Agreement** shall be void and **We** will refund the entire **Agreement** Purchase Price within forty-five (45) days.

D. MOTOR HOME SCHEDULE OF COVERAGES

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

BASIC COVERAGE

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

Transmission Components: Transmission case, if damaged as a result of the failure of an internally-lubricated part; all internally-lubricated (requiring lubrication for operation) parts within the transmission case including: torque converter, bands, clutches, gears, front pump, shafts, shift forks, synchronizers, shift solenoids, internal switches and sensors. Transmission mounts and transmission oil pan.

Drive Axle Components: Drive axle housing, if damaged as a result of the failure of an internally-lubricated part; all internally-lubricated parts within the drive axle housing, axle shafts, axle housing, universal joints, constant velocity joints, locking hub mechanisms, wheel bearings, drive shafts and center bearing.

PLUS COVERAGE (INCLUDES BASIC COVERAGE)

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

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

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

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

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

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

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

TOTAL COVERAGE (INCLUDES BASIC AND PLUS COVERAGE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. TOWABLE RV AND COACH ONLY SCHEDULE OF COVERAGES

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

TOTAL COVERAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **Power Surge Coverage:** In the event **You** selected and purchased the **Power Surge Coverage** option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for damage to covered electrical parts caused by a power surge, up to a maximum aggregate of [twenty five hundred dollars (\$2,500)]. A power surge is defined as an external unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit; a voltage spike.
2. **Commercial Use Coverage (for Towable and Coach Units, New Plans only):** In the event that **You** selected and purchased the **Commercial Use** option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for those **Units** defined as **Commercial Use Units**. If the **Unit** is registered in the name of a business, the optional **Commercial Use** surcharge must be paid at time of purchase, regardless of whether or not the **Unit** is being used for commercial purposes.
3. **Consequential Loss Coverage:** In the event **You** selected and purchased the Consequential Loss Coverage option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for the repair of a **Covered Part** if the failure of the **Covered Part** was caused by the action or inaction of a non-covered part.
4. **Navigation Package Coverage(Motor Home Only):** In the event **You** selected and purchased the Navigation Package option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for the following: Compass, global positioning system (GPS), on board communications system, GPS satellite antenna, back-up warning system and electronic driver information display and module.
5. **Tire and Wheel Road Hazard Coverage:** In the event **You** selected and purchased the Tire and Wheel Road Hazard option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for the **Unit** and **Your Tow Vehicle** when a tire or wheel is damaged due to a covered road hazard. Coverage for the **Tow Vehicle** is dependent on **Your Tow Vehicle** being hooked up to the **Unit** at the time of the road hazard or for road hazards incurred while **You** are camping with **Your Unit** more than one hundred miles (100) away from **Your** home. Common road hazards include debris on the road surface such as nails, glass, potholes, rocks, tree limbs or any other objects or conditions not normally found in the roadway. NOTE: Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones or construction sites will NOT be considered a covered road hazard. Damages from these conditions or any accident should be reported to **Your Unit** or **Tow Vehicle's** physical damage insurance company. Coverage includes the cost to repair or replace the tire and/or wheel, using fair market value of the replaced tire and/or wheel, mounting, valve stems, balancing, taxes, and customary labor charges. The Tire and Wheel Road Hazard option is not subject to the General Provisions, Deductible, Limits of Liability or Guide To Filing A Claim sections of this **Agreement**.
Call the Administrator shown on the Declaration Page, prior to any repairs, to report a damaged tire or wheel and to obtain an authorization number.
 - a. **Tire Repair:** **We** will reimburse **You** for the actual cost to repair a flat tire caused by a covered road hazard. The repair will be performed using the inflated spare tire for the **Unit** or the vehicle being towed. If an inflated spare tire is unavailable, the **Unit** or **Tow Vehicle** will be towed to the nearest **Repair Facility** for tire repair.
 - b. **Tire Replacement:** **We** will reimburse **You** for the cost to replace a tire irreparably damaged due to a covered road hazard. Reimbursement cost includes charges for mounting, balancing and valve stems. Benefits apply to replacement tires for the duration of this **Agreement**. Aggregate benefits for the duration of this **Agreement** are limited to four (4) occurrences regardless of the number of tires replaced per occurrence.
 - c. **Wheel/Rims:** **We** will reimburse **You** for the cost to repair or replace a wheel rendered unserviceable due to a covered road hazard. Wheel inspection may be required for a **Claim** approval. Aggregate benefits for the duration of this **Agreement** are limited to [four (4)] occurrences regardless of the number of wheels replaced per occurrence.
 - d. **Taxes:** **We** will reimburse **You** for the cost of any applicable taxes.

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

G. ADDITIONAL BENEFITS

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

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

H. GUIDE TO FILING A CLAIM

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

- a. **Prevent Further Damage.** Take immediate action to prevent further damage. This **Agreement** will not cover the damage caused by continued operation in a failed state, and/or failing to secure a timely repair of the failed part.
- b. **Take Unit to a Repair Facility for Diagnosis.** In the event of a **Breakdown**, take the **Unit** to the dealer that sold **You** this **Agreement**, if at all possible. If not, take the **Unit** to any licensed **Repair Facility** approved by the **Administrator**. Tell the service facility to visit the claims website "www.ClaimYard.com" for 24/7 claims submission and instruction. For further assistance, contact the **Administrator** 877-938-3332, theclaimyard@gmail.com. Provide the **Repair Facility** with a copy of this **Agreement** and/or the **Service Agreement** Number.
- c. **Obtain Prior Authorization from the Administrator.** Prior to any repair being made, instruct the **Repair Facility** to contact the **Administrator** to obtain authorization for the **Claim** and a **Claim** Authorization Number. It is **Your** responsibility to ensure that authorization has been obtained for any covered repair prior to the work being started. Failure to obtain proper authorization will result in a denial of benefits. The amount authorized by the **Administrator** is the maximum that will be paid for the repairs covered under the terms of this **Agreement**. Any additional repair costs must receive prior approval. If a **Breakdown** occurs after the **Administrator's** normal working hours, the **Repair Facility** must contact the **Administrator** immediately on the first available business day.
- d. **Review Coverage.** After the **Administrator** is contacted, review with the **Repair Facility** what will be covered by this **Agreement** and what portions of the repair (if any) will not be covered.
- e. **Tear-Down and/or Inspection of the Unit.** In some cases, **You** may need to authorize the **Repair Facility** to inspect and/or tear-down the **Unit** in order to diagnose the failure and estimate the cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Agreement**. **We** reserve the right to require an inspection of the **Unit** prior to any repair being performed.
- f. **Review Repair.** Review the work performed on the **Unit** with the **Repair Facility** when the **Unit** is picked up.
- g. **Pay Deductible and Costs for Non-Covered Repairs.** **We** will pay the **Repair Facility** directly for the cost of the work performed on the **Unit** that is covered by this **Agreement** for the previously authorized amount, less the **Deductible**. **You** must pay for any repair or service that is not covered by this Agreement. In some cases, it may be necessary for **You** to pay the repair bill in full. In such event, **We** will reimburse **You** for the authorized cost of the repair, less the **Deductible**.
- h. **Emergency Repairs.** Should an emergency occur which requires a **Breakdown** repair at a time when the **Administrator's** office is closed, **You** must call the **Administrator's** office on the first available business day after the date of repair to determine if such repair will be covered by this **Agreement**. If covered, **You** will be reimbursed for the repair at the manufacturer's suggested retail prices for **Covered Parts**. Labor cost will be reimbursed using a nationally recognized labor time guide. **Emergency Repairs** include, but are not limited to a **Breakdown** that incapacitate the **Unit** in an unauthorized, hazardous, or unsafe area; or leave the **Unit** stranded and/or immobile.

I. OPTION TO RENEW AGREEMENT

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

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

J. TRANSFER OF YOUR AGREEMENT

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

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

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

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

K. CANCELLATION OF YOUR AGREEMENT

1. **You** may cancel this **Agreement** at any time. To cancel, **You** must submit a written request and return this **Agreement** to the selling dealer or, if necessary, directly to the **Administrator**. An odometer statement indicating the odometer reading at the date of the request and a signed cancellation request form will be required to process **Your** refund. If this **Agreement** is canceled within the first sixty (60) days, **You** will be refunded the entire **Agreement** Purchase Price less any **Claim(s)** paid. If this **Agreement** is canceled after the first sixty (60) days, **You** will be refunded an amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the **Plan** selected and the date coverage begins, less any **Claim(s)** paid and a [twenty-five dollar (\$25.00)] administrative fee. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. The right to cancel this **Agreement** is non-transferable and shall only apply to the original **Agreement** Holder.
2. **We** may cancel this **Agreement** for nonpayment of the **Agreement** Purchase Price, or for a material misrepresentation made in obtaining this **Agreement** or in the submission of a **Claim**, or in the event **Your Unit** is modified/alterd as listed in the **Agreement** Exclusions or is used in a manner excluded by the **Agreement**. If this **Agreement** is canceled by **Us**, **We** will refund an amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the **Plan** selected and the date coverage begins. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the **Agreement** Holder at the last known address at least 5 days before the effective date of the cancellation.
3. If **Your Unit** and this **Agreement** have been financed, the Lienholder shown on the **Declaration Page** may cancel this **Agreement** for nonpayment or if **Your Unit** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Agreement** to the Lienholder or otherwise entitle the Lienholder to performance under this **Agreement**.

L. EXCLUSIONS

THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR REPAIR IF:

- not previously authorized by the Administrator;
- For any failure or claim caused by a condition that existed prior to the purchase of this agreement;
- Diagnostic charges
- Breakdowns outside the continental United States of America, Alaska, Hawaii, and Canada;
- the Unit has been used for hauling trailers in excess of the Manufacturer's rated capacity;
- any units used for rental purposes;
- hauling trailers or tow vehicles without suitable equipment;
- when the purpose is to raise compression or correct oil consumption which includes: worn rings, worn or burned valves;
- You cannot provide to the Administrator accurate records proving that You have maintained the Unit in accordance with the manufacturer's specifications and instructions;
- any mechanical alterations have been made by You to the Unit, including, but not limited to: the use of oversized tires; frame or suspension modifications; or removal of any emission control system parts;
- covered under the Manufacturer's: warranty, recall, special policy, or any other agreement or written warranty;
- any valid collectible insurance policy;
- a breakdown is directly or indirectly caused by Overheating of any covered part or non-covered part;
- agreement holder failed to maintain proper fluid qualities and levels of coolants, fluids, or lubricants, carbon deposits or sludge, contamination of any fluids, corrosion, rust;
- from damage resulting from continued operation in a failed condition;
- the Unit has been abused or neglected;
- accident or collision, vandalism, theft, lightning, flood, Acts of God, Acts of Nature, or any other events beyond our control;
- failure or loosening of fasteners, connections, or bolts;
- the Unit is a total loss, has been repossessed or is the subject of a repossession action;
- from any other cause whatsoever, except as outlined in this agreement;
- for liabilities for damage to property or for injury to or death of any person arising out of the operation, repair, maintenance or use of the Unit, whether or not related to any covered part;
- for consequential losses or damage, unless specifically covered herein;
- costs not necessary to correct a Breakdown or any part that has not suffered a Breakdown;
- damages or any loss resulting from faulty or negligent repair work, improper/mis-diagnosis, or installation of defective parts;
- damage to the vehicle being towed by the Unit, if any, regardless if the damage is caused by the failure of a covered part;
- obsolete parts/components or retrofitting due to unavailability of parts;
- frame, structural damage, adjustments, bent axles, alignments, ramps, bumpers;
- shop supplies, hazardous waste removal or maintenance supplies or services, freight;
- any claims papers received after sixty (60) days from the authorization date will result in a claim denial;
- non-factory installed parts;
- awning material, roofing materials, sealants, sheet metal, siding, glass, wheel covers, glass, washers, doors, louvers, vents, rattles, wind and squeaking noises, water leak repairs;
- Unit seals, gaskets, rubber moldings, weather stripping;
- bowed walls or ceilings, carpet, flooring, (wood, hard surface and resilient), warping or uneven floors, windows, wood framing, woodwork and mill-work;
- bedding, upholstery, canvas, retractable screens, window shades, treatments and draperies;
- cabinetry, vanities, caulking or grouting, cosmetic damage, delamination, discoloration of any material, counter tops, furniture, glazing, gluing compounds, knobs or dials;
- telecom wiring, computer software updates or new software installation, cellular phones, personal computers, infrared systems;
- microwave or oven accessories;
- routine maintenance items including but not limited to: filters, spark or glow plugs, battery, brakes pads and shoes, brake rotors and drums (unless in connection with a covered part failure), fluids (unless in connection with a covered part failure);
- exhaust system, EGR valve, carburetor. Seals and gaskets (unless in connection with a covered part failure);
- bright metal parts, metal or plastic trim, paint(whether or not the painting of the parts is due to a covered part failure);
- water purification filters, water separators, hoses and lines not specifically listed in the schedules of coverages section;
- manual clutch assembly and non-hydraulic linkage;
- strut/shock absorbers;
- safety restraint systems (airbags and seatbelts) ;
- any part whose only purpose is for illumination, such as, but not limited to: sealed beams, high intensity discharge(H.I.D. or Xenon) headlamp bulbs, H.I.D. headlamp assemblies or H.I.D. headlamp ballasts, Hi intensity Light Emitting Diode(H.I.L.E.D.) headlamp assemblies, H.I.L.E.D. replacement units, H.I.L.E.D. cooling systems, L.E.D. (Light Emitting Diode) assemblies of any kind, light bulbs, lenses;
- for any of the following generator parts: repair costs when the purpose is to raise compression or correct oil consumption which includes: removal of any emissions control parts or for repair costs or expenses if a breakdown is directly or indirectly caused by overheating of any covered part or non covered part or by the failure of the agreement holder to maintain proper qualities and levels of coolant, fluids or lubricants, carburetor, distributor cap and rotor, exhaust system, resonators, water separators, spark or glow plugs, spark plug wires or tune ups;
- the odometer of the Unit has been broken or becomes inoperable or unreliable for any reason and odometer repairs were not made immediately at the time of failure or if the odometer has been tampered with, disconnected, or altered in any way while owned by You;
- any parts included in any of the optional coverages section unless the option and surcharge has been elected on the declaration page
 - if the Unit has been used for commercial purposes (unless commercial use surcharge is selected and paid)
 - Unit is used for full time residence (unless full time use surcharge is selected and paid)
 - any loss or damage resulting from road hazards or tires, wheels, and wheel balancing (unless you have selected and paid for the optional tire and wheel road hazard coverage)
 - power surges (unless you have selected and paid for the optional power surge coverage)
 - damage caused to, or caused from, a non-covered part (unless consequential loss coverage surcharge is selected and paid)

M. INSURANCE STATEMENT

This is not an insurance policy.

Our obligations under this **Agreement** are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York, Rhode Island and Wisconsin. In California, if any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **You** request, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov). In Georgia, **Our** obligations under this **Agreement** are insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In Wisconsin, **Our** obligations under this Agreement are backed by the full faith and credit of Auto Knight Motor Club, Inc. 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 451-0459. In New York and Rhode Island, **Our** obligations under this Agreement are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738. 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 Lyndon Southern Insurance Company, Insurance Company of the South, or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

N. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

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

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You, We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this Agreement, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING **You**, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.

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

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

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, 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 number and URL: American Arbitration Association, (800) 778-7879, 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 or call (800) 778–7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of Your claims are frivolous, **You** shall bear all of the Arbitration Costs. If We initiate arbitration against **You**, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

OPT-OUT PROVISION. You SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION Agreement AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF Your INTENTION TO DO SO TO Us WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS Agreement (THE DATE OF PURCHASE BEING INDICATED ON Your Agreement. To opt out, **You** must send written notice to either: (1) 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, “Arbitration/Class Action Waiver Opt Out.” **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Dealer/Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

SPECIAL STATE REQUIREMENTS

The following Special State Requirements and/or Disclosures apply if this **Contract** was purchased in one of the following states and supersede any other provision herein to the contrary:

ALABAMA

K. CANCELLATION – is amended to include the following: A 10% penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**. In the event **We** cancel the **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. **We** are not required to mail **You** written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by **You** to the Provider relating to the covered property or its use. If **We** cancel, refunds will be calculated according to the Pro-Rata method and no administration fee will be charged.

Consequential damages and pre-existing conditions are excluded under this **Service Contract**.

ALASKA

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

CONNECTICUT

Connecticut General Statute Annotated Title 42 Chapter 743F sect 42-221 or (C.S.G.A. sect. 42-221) requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows: Used Vehicles with a sale price of \$3,000 but less than \$5,000 Provides Coverage for 30 days or 1,500 miles, whichever occurs first. Used Vehicles with a sale price of \$5,000 or more. Provides Coverage for 60 days or 3,000 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the Dealer warranty required by this law, **You** have elected to purchase this **Contract**, 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 **Contract**. The required Dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages and Exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required Dealer warranty.

If this **Service Contract** has a term of less than one (1) year, the **Service Contract** term shall be extended for the time period the vehicle is being repaired under this **Service Contract**.

K. CANCELLATION. – is amended to include the following: This **Contract** may be cancelled by **You** if **Your** vehicle is lost or stolen.

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 **Vehicle**, the cost of repair of the **Vehicle** and a copy of **Your Contract** 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 vehicle.

GEORGIA

K. CANCELLATION. - is amended to include the following: **We** may cancel only for the following reasons:

1. Fraud; 2. Material Misrepresentation; or 3. Non-payment of Contract premium

In the event of cancellation for Fraud or Material Misrepresentation, such cancellation will be made in writing **You** and the Lienholder (if applicable). The date of cancellation shall not be in effect less than thirty (30) days prior to the effective date of the notice. In the event of cancellation for non- payment of **Contract** premium, such cancellation will be made in writing to **You** and the Lienholder (if applicable), not less than ten (10) days notice. For non-payment of **Contract** premium, written notice shall be 10 days and if cancelled for any other reason written notice shall be 30 days. If **We** cancel this **Contract**, **You** will receive written notice to comply with 33-24-44 of the Georgia Insurance Code.

M. EXCLUSIONS – Item 14. 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 **Contract**.

INDIANA

Your proof of payment to the **Issuing Dealer** for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**.

IOWA

K. CANCELLATION. – is amended to include the following: A request for a refund upon Us pursuant to the cancellation provision is payable within 30 days of receipt and any such refund which is not timely paid is subject to a 10% penalty each month.

Unresolved complaints or questions concerning the regulation of service companies may be addressed to: Commissioner of Iowa Department of Insurance, 330 Maple St. Des Moines, IA 50319-0065 or call 515-281-5705 or 877-955-1212.

MAINE

K. CANCELLATION. – is amended to include the following: If **You** cancel this **Contract** within the first sixty (60) days and services have been provided, **Your** refund will be based on a full refund less the cost of services pending or provided. If **You** cancel any other time **You** will receive a pro rata refund minus the twenty-five dollar (\$25.00) cancellation fee. Cancellation within the first sixty (60) days is not transferable and only applies to the original purchaser and only if no claim has been paid. **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to the cancellation effective date. If **We** cancel for any other reason than nonpayment of the provider fee, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. A ten percent (10%) penalty per month shall be added to a refund of a **Service Contract** which is canceled within the first sixty (60) days that is not paid or credited within forty-five (45) days after return of the **Service Contract** to **Us**.

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.

M. EXCLUSIONS – is amended to include the following: Consequential damages and pre-existing conditions are not covered under this Service Contract.

MASSACHUSETTS

THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Chapter 90, Section 7N ¼ of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with less than 40,000 miles at the time of sale

Provides Coverage for 90 days or 3,750 miles, whichever occurs first. Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides Coverage for 60 days or 2,500 miles, whichever occurs first. Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides Coverage for 30 days or 1,250 miles, whichever occurs first. The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the Dealer warranty required by this law, **You** have elected to purchase this **Contract**, 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 **Contract**. The required warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required Dealer

warranty.

MISSOURI

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.

K. CANCELLATION. – is amended to include the following: Upon **Our** receipt of **Your** cancellation request, an acknowledgement of said cancellation request will be mailed to **You** within forty-five (45) days. Upon **Our** receipt of a refund request, a refund will be issued in a timely manner. A 10% penalty of the amount outstanding per month will be added if refund is not paid within forty-five (45) days of return of the contract to **Us**.

Consequential damages and pre-existing conditions are excluded under this **Service Contract**.

MISSISSIPPI

IV GENERAL PROVISIONS 4. VENUE – is deleted in its entirety.

NEW MEXICO

K. CANCELLATION. - is amended to include the following: The right to cancel the Contract is not transferable and applies only to the original Contract purchaser. If a refund is not paid by Us within sixty (60) days after Your return of the Contract to Us, a ten percent (10%) penalty will be added for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid.

If Your Contract has been in effect for at least seventy (70) days, We may not cancel it prior to the expiration date, or one year after the effective date of the Contract, whichever comes first, unless:

- (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 Contract;
- (c) We discover that fraud was committed or there was a material misrepresentation by You in obtaining the Contract, 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 Contract that occurred after the effective date of the Contract that substantially and materially increased the service required under the Contract.

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

OHIO

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

OKLAHOMA

This service 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 contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in Service Warranty Contracts.

K. CANCELLATION. – is amended to include the following: **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for intentional misrepresentation in obtaining this **Contract** or submitting a claim. In the event the **Contract** is cancelled by **Us**, return of the premium shall be based upon 100% of the unearned pro-rata premium received.

If **Your Vehicle** and this **Contract** have been financed, the lienholder may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any resulting refund. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.

SOUTH CAROLINA

Unresolved complaints or questions concerning the regulation of contract service providers may be addressed to: South Carolina Department of Insurance, PO Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

K. CANCELLATION. – 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 **Service Contract** to **Us** (Code Section 38-78-30(f)).

Notice of such cancellation will be delivered to **You** by certified mail to **Your** last known address as set forth in **Our** records at least fifteen (15) days prior to **Our** cancellation of the **Contract**, unless the reason for **Our** cancellation of this **Contract** is non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, in which case we are not required to provide **You** with prior notice of cancellation of the **Contract**.

TEXAS

Unresolved complaints or questions concerning the regulation of service contract providers may be addressed to: Texas Department of Licensing and Regulation, E.O. Thompson Office Building, 920 Colorado, Austin, Texas 78701, (800) 803-9202.

You may apply directly with the insurer, Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Jacksonville, FL 32256, Tel: (800) 888-2738 if a refund is not paid before the 46th day after the date on which the **Contract** was canceled. A ten (10) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this **Service Contract**.

VIRGINIA

NOTICE TO SELLER:

Sellers are not permitted to sell vehicles Service Contracts on leased vehicles pursuant to the provisions of administrative letters 1982-10 and 1982-16. If any promise made in the contract 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 to file a complaint.

WASHINGTON (New ONLY)

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.

K. CANCELLATION. – is amended to include the following: If any refund payment is not issued within thirty (30) days from the date **You** return this Contract to the Administrator in connection with its cancellation, then the Administrator shall increase the refund amount by ten (10) percent. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

The service contract provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the service contract provider at least twenty-one (21) days prior to cancellation by the service contract provider. The notice shall state the effective date of the cancellation and the true and actual reason for the cancellation.

We may not cancel the **Contract** after the first sixty (60) days, but will be fully obligated under this **Contract** unless otherwise terminated by **You** in accordance with this **Contract**.

IV. GENERAL PROVISIONS 4. VENUE - is amended to say: The state of Washington is the jurisdiction of any civil action in connection with this **Contract**.

V. YOUR RESPONSE 1. MAINTENANCE. d. is amended to include the following: Only if the failure to maintain the vehicle involved the failed part(s).

Consequential damages and pre-existing conditions are excluded under this **Service Contract**.

Please read the following statements and acknowledge that **You** have read and understood them by placing **Your** initials adjacent to the provisions:

- ____ (a) In order to maintain **Your** coverage under this **Contract**, **You** must maintain the **Vehicle** consistent with the schedule and record keeping requirements set forth in the provisions under **V. YOUR RESPONSIBILITIES – 1. Maintenance**.
- ____ (b) In order to receive reimbursement for any claim under this **Contract**, **You** must (1) follow the procedures set forth under “**V. YOUR RESPONSIBILITIES – 2. Filing a Claim**” and (2) comply with **Your** obligations set forth under **V. YOUR RESPONSIBILITIES – 1. Maintenance**.
- ____ (c) Under the terms of this **Contract**, **You** have a duty to protect against further damage as indicated under **V. YOUR RESPONSIBILITIES – 2. Filing a Claim**.
- ____ (d) The specific terms of, including detailed information regarding the work, services and parts covered thereunder, for the coverage(s) of this **Contract** are set forth under **II. BREAKDOWN COVERAGES**.
- ____ (e) **Our** obligations under this **Contract** expires as set forth on the first page of this **Contract** under **VEHICLE INFORMATION, EXPIRATION DATE AND EXPIRATION MILES**.
- ____ (f) The implied warranty of merchantability on the motor vehicle is not waived if the **Contract** has been purchased within ninety (90) days of the purchase date of the motor **Vehicle** from a provider or service contract seller who also sold the motor **Vehicle** covered by the **Contract**.
- ____ (g) Coverage is subject to the exclusions set forth under **VI. EXCLUSIONS** in this **Contract**.
- ____ (h) Your right to cancel this **Contract** and return it for a refund are set forth under **VII. CANCELLATION**.

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K. CANCELLATION. – is amended to include the following: If any refund payment is not issued within thirty (30) days from the date **You** return this Contract to the Administrator in connection with its cancellation, then the Administrator shall increase the refund amount by ten (10) percent. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

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We may not cancel the **Contract** after the first sixty (60) days, but will be fully obligated under this **Contract** unless otherwise terminated by **You** in accordance with this **Contract**.

NOTICE: The state of Washington is the jurisdiction of any civil action in connection with this **Contract**.

NOTICE: The commissioner is the service contract provider's attorney to receive service of legal process in any action, suit, or proceeding in any court.

Please read the following statements and acknowledge that **You** have read and understood them by placing **Your** initials adjacent to the provisions:

- ____ (a) In order to maintain **Your** coverage under this **Contract**, **You** must maintain the **Vehicle** consistent with the schedule and record keeping requirements set forth in the provisions under **IV. YOUR RESPONSIBILITIES – 1. Maintenance**.
- ____ (b) In order to receive reimbursement for any claim under this **Contract**, **You** must (1) follow the procedures set forth under “**IV. YOUR RESPONSIBILITIES – 2. Filing a Claim**” and (2) comply with **Your** obligations set forth under **IV. YOUR RESPONSIBILITIES – 1. Maintenance**.
- ____ (c) Under the terms of this **Contract**, **You** have a duty to protect against further damage as indicated under **IV. YOUR RESPONSIBILITIES – 2. Filing a Claim**.
- ____ (d) The specific terms of, including detailed information regarding the work, services and parts covered thereunder, for the coverage(s) of this **Contract** are set forth under **THIS VEHICLE SERVICE CONTRACT WILL NOT PAY OR REIMBURSE YOU FOR**.
- ____ (e) **Our** obligations under this **Contract** expires as set forth on the first page of this **Contract** under **VEHICLE INFORMATION, EXPIRATION DATE AND EXPIRATION MILES**.
- ____ (f) The implied warranty of merchantability on the motor vehicle is not waived if the **Contract** has been purchased within ninety (90) days of the purchase date of the motor **Vehicle** from a provider or service contract seller who also sold the motor **Vehicle** covered by the **Contract**.
- ____ (g) Coverage is subject to the exclusions set forth under **THIS VEHICLE SERVICE CONTRACT WILL NOT PAY OR REIMBURSE YOU FOR** and **V. EXCLUSIONS** in this **Contract**.
- ____ (h) **Your** right to cancel this **Contract** and return it for a refund are set forth under **VI. CANCELLATION**.

SAMPLE