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SECTION 9 – DEFINITIONS

“Breakdown” means the failure of any Covered Part to perform the function for which it was intended to perform due to a mechanical or electrical defect. A Breakdown shall be considered to have occurred only when a Covered Part has been subject to normal usage. Gradual reduction in operating performance due to the natural and inherent wear characteristics of a Covered Part will not be considered a Breakdown. However, reduction in operating performance of a Covered Part which exceeds the published tolerances allowed by the manufacturer may be considered a Breakdown hereunder.

“Commercial Repair Facility” means a repair facility licensed and/or regulated by the state to perform repairs for profit. A Commercial Repair Facility must have a tax identification number.

“Contract” means this vehicle service contract.

“Covered Part(s)” Any mechanical or electrical part that is original equipment on the Recreational Vehicle at the time of its purchase by You (or like replacement parts meeting the manufacturer’s specifications) which is listed under the section of this Contract which describes the plan purchased by You and which is not otherwise excluded from coverage hereunder.

“Deductible” means the amount identified in **SECTION 5 – CONTRACT INFORMATION** that You must pay in connection with a covered claim hereunder.

“Manufacturer Authorized Dealer” means the recreational vehicle dealer who has a contractual relationship with the Recreational Vehicle’s manufacturer to perform warranty repairs and services.

“Recreational Vehicle” refers to the motor home identified in **SECTION 4 – RECREATIONAL VEHICLE INFORMATION** and covered by this Contract.

“Schedule” means page 1 of this Contract where information about You, the Recreational Vehicle and this Contract are identified.

“Seller” means the entity from whom You purchased this Contract and identified in **SECTION 1 – SELLER INFORMATION**.

“We, Us, Our” refers to Premier Dealer Services, Inc. the entity contractually obligated to You under the terms of this Contract.

“Wear and Tear” refers to the gradual reduction in operating performance due to the natural and inherent wear characteristics of a Covered Part

“Wrap Plan” refers to a coverage plan which excludes certain component groups that are covered by the manufacturer’s warranty.

“You, Your” means the purchaser shown on the Schedule or the person to whom this Contract was properly transferred.

SECTION 10 – COVERED PARTS

Subject to Your payment of the Deductible, this Contract will cover the repair or replacement of a Covered Part which experiences a Breakdown. We will pay a Commercial Repair Facility or reimburse You for pre-authorized expenses. Such expense(s) are not to exceed the manufacturer’s suggested retail price for a part and the Commercial Repair Facility’s published hourly labor rate multiplied by the appropriate operation time as published in a nationally accredited labor rate time guide. At Our sole discretion, reimbursement amounts for a covered repair may be based on new, remanufactured, independently manufactured, or used parts, which are comparable with the Recreational Vehicle’s original design specifications and wear tolerances. You must follow the claim procedure outlined in **SECTION 11 – CLAIM PROCEDURE**.

POWERTRAIN PLAN

- Engine (Including Turbo Diesel)** - Cylinder Block, Cylinder Head(s) and all internal lubricated parts contained within the engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides; Timing Chain or Timing Belt Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Oil Pump and Oil Pump Housing; Vacuum

Pump; Harmonic Balancer; Oil Pan; Timing Chain Cover; Intake and Exhaust Manifold (Exhaust Manifolds with integrated catalytic converters are excluded); Valve Covers; Engine Mounts; Engine Torque Struts; Dipstick & Filler Tube; Pulleys.

2. **Turbocharger/Supercharger (Factory Installed Only)** – Turbocharger/Supercharger Housing and all Internal Parts including Intercooler.
3. **Transmission (Automatic or Standard)** - Transmission Case and all Internal Parts plus: Torque Converter; Flywheel/Flex Plate; Vacuum Modulator; Electronic Shift Control Unit and Solenoids; Transmission Cooler; Transmission Mounts; Oil Pan; Cooler Lines; Dipstick and Filler Tube.
4. **Drive Axle (Front and Rear)** - Differential Case; Transaxle Case; Final Drive Case and all Internal Parts thereof, Locking Hubs; Drive Axles/Shafts; Universal Joints; Constant Velocity Joints; Bearings; Supports and Retainers.
5. **Seals and Gaskets and Sealing Boots** - All Seals and Gaskets and Sealing Boots are covered for all Covered Parts.

POWERTRAIN PLUS PLAN

This plan includes Items #1-5 listed under the Powertrain Plan plus:

6. **Steering** - Power Steering Pump; Steering Gear Box/Housing; All Internal Parts contained within the Steering Box; Rack and Pinion Gear Power Cylinder; Steering Knuckles; Pitman Arm; Idler Arm; Tie Rod/Ends and Drag Link; Steering Damper; Upper and Lower Steering Column Shafts and Couplings; Control Valve and Cylinder; Tilt Telescoping Steering Assembly; Center Link; Cooler & Cooler Lines.
7. **Brakes** - Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster; Hydro Boost; Disc Brake Caliper; Wheel Cylinders; Brake Hydraulic Lines and Fittings Backing Plates, Springs; Clips and Actuator; and Air Brake Compressor; Diaphragm; Treadle Disc; Caliper; Equalizer Valve; Combination Valve; Brake Pedal Assembly; Parking Brake and Linkages/Cables; Compensating Valve and Slack Adjusters. The following ABS parts are also covered; Electronic Control Module; Wheel Speed Sensors; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/Isolation Dump Valve; ABS Relay; Accumulator.
8. **Electrical** - Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Engine Compartment Wiring Harness; Relays; Computerized Timing Control Unit; Electronic Ignition Module; Crank Angle Sensor; Knock Sensor; Ignition Switch; Ignition Switch Lock Cylinder; Front and Rear Window Wiper Motor and P.C. Board; Washer Pump and Switch; Stop Lamp Switch; Headlamp Switch; Turn Signal Switch; Heater/A.C. Blower Speed Switch; Manual Heater/A.C. Control Head; Front and Rear Defroster; Dash Board Clock; Dual Battery Paralleling Switch; Back-Up Alarm; Gauges; Horns; Power Door Motor; Relays; also covered are Electric Step Mechanical/Hydraulic Components.
9. **Air Conditioner** - Condenser; Compressor; Compressor Clutch & Coils; Evaporator; Expansion & Suction Valves; P.C. Boards; Idler Pulley and Idler Pulley Bearing; High/Low Compressor Cut-Off Switch; POA Valve; Pressure Cycling Switch; Accumulator/Receiver Dryer; Orifice Tube.
10. **Front and Rear Suspension** - Upper and Lower Control Arms; Control Arm Shafts and Bearings or Bushings; Upper and Lower Ball Joints; Struts (excluding replaceable cartridges); Strut Bearing Mount/Plates; Radius Arm and Bushings; Torsion Bars and Mounts or Bushings; Stabilizer Bars; Links and Bushings; Spindle and Spindle Support; Hub or Wheel Bearings; Coil and Leaf Springs; Air Bags; Actuators; and Air Suspension Compressor; Air Dryer; Lines and Bags.
11. **Fuel Delivery** - Fuel Pump; Fuel Injection Pump, Fuel Injectors (except for wear and tear and contamination); Vacuum Pump; Fuel Pressure Regulator; Diesel Fuel Heater; Fuel Tank; Metal Fuel Delivery Lines; Fuel Distributor; Auxiliary Tank Switch.
12. **Heating/Cooling** - Engine Cooling Fan/Motor and Motor Controller Module; Thermostat; Fan Clutch; Belt Tensioner; Radiator; Heater Core; Blower Motor; Coolant Recovery Unit; Fan Shroud; Electric Block Heater.

PREMIUM PLAN

The coverage provided under the Premium Plan includes coverage for the Breakdown of the Covered Parts listed below as well as failure of those Covered Parts caused by Wear and Tear. This plan included items #1-12 listed under the Powertrain Plan and Powertrain Plus Plan plus:

13. **Enhanced Electrical** - Automatic Climate Control Programmer; Electronic Instrument Cluster; Distributor; Cruise Control Module; Transducer and Servo; Power Window Motor and Regulator; Power Seat Motor; Awning Motor; Power Mirror Motor; Power Antenna Motor/Mast Assembly; Power Window Switch; Cruise Control Engagement Switch; Power Seat Switch; Power Mirror Motor Switch; Rear Defogger Switch; Power Door Lock Actuator and Switch; Fuel Injection Sensors; Electronic Mixture Control Unit and Sensors.
14. **Hot Water Heater** - Burner Assembly; Tank; Thermostat; Fittings; Control Panel and Switches; Thermocouple; Gas Valve; Electronic Ignition Assembly; Printed Circuit Boards.
15. **Waste System** - Shower; Toilet (except Electrical Toilets); Sinks; Holding Tanks; Traps; Vacuum Breaker; Gate Valves; Fittings and Connections.
16. **Fresh Water System** - Water Pump; Compressor; Water Tanks; Water Lines; Traps; Fittings; Faucets.
17. **Central/Roof AC** - Central Air or Roof Mounted (110V) Compressor; Evaporator; Capacitors; Relays; Thermostat; Condenser; Heat Strips; Control Panel; Switches; Receiver Dryer; Blower Motor; Fan Motor; Bathroom Vent Motor; High/Low Cut-Off Switch; Pressure Cycling Switch; Electronic Module.
18. **Range and Ovens** - Burner Assembly; Thermostat; Thermocouple; Burner Valve; Microwave Oven; Power Hood; Printed Circuit Boards.
19. **L.P. Gas System** - Regulators; Gas Bottles; Mounting Brackets; Pigtailed; Automatic Shut-Off System; L/P Lines; Fittings; Gauges.
20. **Heating System** - Furnace; Ignitor; Heat Pump; Burner Assembly; Thermocouple; Gas Valve; Thermostat; Blower Motor; Fans; Printed Circuit Boards.
21. **Refrigerator** - Thermostat, Thermocouple; Cooling Unit Compressor and Evaporator; Condenser; Fans; Burner Assembly; Ignitor; Printed Circuit Boards.
22. **Auxiliary Powerplant/Generator** - All internally lubricated parts of the Powerplant Engine; plus the Starter; Switches; Generator Assembly; Housing and Head (if damaged as a result of a Breakdown of a covered internally lubricated part); Power Converters; Printed Circuit Boards; Inverter; Voltage Regulator; Gauges)
23. **Leveling System** – All Mechanical, Hydraulic and Electrical Components.
24. **Slide Outs** – All Mechanical and Hydraulic Ram Assemblies and Components.
25. **Deluxe Appliance Coverage** - The following parts are covered only if factory installed or installed by a Manufacturer Authorized Dealer: Ice Maker; Trash Compactor; Central Vacuum Cleaner System; Washer/Dryer; Dishwasher; Rear View Monitor System.
26. **Hi-Tech Package** - The following parts are covered only if factory installed or installed by a Manufacturer Authorized Dealer: Satellite Dish; Stereo Equalizer; Fax Modem; Flat Screen Television (original equipment only); Video Cassette Recorder (VCR); DVD Player; Compact Disc Player(s).

ELITE PLAN

The coverage provided under the Elite Plan includes items #1-26 listed under Powertrain Plan, Powertrain Plus Plan and Elite Plan plus any other mechanical or electrical parts not specifically excluded under **SECTION 14 – EXCLUSIONS**. The Elite Plan includes coverage for the Breakdown of Covered Parts as well as failure of those Covered Parts caused by Wear and Tear.

OPTIONAL PREMIUM PLAN COVERAGES

The following coverages apply to this Contract only they are identified on the Schedule under **SECTION 5 – CONTRACT INFORMATION**.

1. **Consequential Damage Coverage:** If Consequential Damage Coverage is purchased (as indicated on the Schedule), then 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.
2. **Rental and Commercial Use Coverage:** If the Rental and Commercial Use Coverage option is purchased (as indicated on the Schedule), then the Recreational Vehicle can be used for hire, commercial construction or job site activity.

SECTION 11 – CLAIM PROCEDURE

1. **PREVENT FURTHER DAMAGE –** You must take immediate action to prevent further damage. This Contract will not cover damage caused by not securing a prompt repair of a failed component.
2. **GO TO A COMMERCIAL REPAIR FACILITY AND PROVIDE A COPY OF THIS CONTRACT.**
3. **OBTAIN PRIOR AUTHORIZATION -** Prior to any repair being made, instruct the service manager at the Commercial Repair Facility to contact the Claim Department to obtain prior authorization.
4. **AUTHORIZE TEAR-DOWN AND/OR INSPECTION -** You may need to authorize inspection and/or tear-down of the Recreational Vehicle in order to determine the cause of failure and cost of the repair. You will be responsible for these diagnostic charges if the failure is not covered under this Contract. If the failure is covered under this Contract, the required diagnostic costs will be covered, however, the amount paid for teardown and diagnosis will be limited to reasonable and customary industry standards as determined by Us. We reserve the right to require an inspection of the Recreational Vehicle prior to any repair being made. We may also request copies of the Recreational Vehicle's maintenance records to determine whether it has been properly maintained.
5. **REVIEW CONTRACT COVERAGE –** After the Claim Department has been contacted, review what will be covered by this Contract with the service manager.
6. **PAY THE DEDUCTIBLE –** If possible, We will pay the Commercial Repair Facility directly for an authorized claim. However, You may be required to pay for the claim and obtain reimbursement from Us.
7. **PROOF OF SERVICE/REPAIR -** To obtain payment or reimbursement for a covered claim, You or the Commercial Repair Facility must submit a legible copy of the original repair order to Us within thirty (30) days of the completion of the repairs. Repair orders be readable and understandable, with the complaint and repair diagnosis, parts, labor hours, identification number, date, mileage, Your name and signature, repair facility name, address and phone number, repair totals, deductible (if applicable), and method of payment.

CLAIMS: (833) 655-3418, MONDAY - FRIDAY, 8:00 A.M. TO 8:00 P.M. EASTERN STANDARD TIME.

SECTION 12 - CONTRACT GENERAL PROVISIONS

1. You must have all mechanical systems of Your Recreational Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the owner's manual. The owner's manual lists different servicing recommendations based on individual driving habits and climate conditions. You are required to follow the maintenance Schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in denial of coverage. If Your Recreational Vehicle is stored for a period of six (6) months or greater, then You must follow the manufacturer's recommendations for storage and reactivation as outlined in the owner's manual
2. You must retain proof of maintenance for the service, storage and reactivation and/or repair work performed on Your Recreational Vehicle, regardless if work was performed by You or a Commercial Repair Facility. Proof means repair orders from a Commercial Repair Facility and/or a self-maintained maintenance log that has corresponding purchase receipts for oil and filter, coolant, brake system flush, generator or Aqua-Hot servicing, etc. A self-maintained log without corresponding purchase receipts is not acceptable proof of maintenance.
3. Our liability for any one (1) repair visit shall in no event exceed the average trade-in value of the Recreational Vehicle at the time of the repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) or equivalent official Used Recreational Vehicle guide for Your region. The total of all benefits paid or payable while this Contract is in force shall not exceed the original Recreational Vehicle purchase price paid by You (excluding tax, title and license fees).
4. If more than one service Contract, limited warranty or insurance policy (including the manufacturer's warranty) can be applied to a claim, coverage under this Contract shall be excess over all other such coverage(s), whether valid or collectible. If You have a right to recover against another party for anything We have paid under this Contract, Your rights shall become Our rights. You must do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.
5. In the event the manufacturer goes out of business and is not able to fulfill its obligations under the manufacturer's warranty, this Contract will not provide coverage for any Covered Parts which would have otherwise been covered by the manufacturer's warranty. Upon the original expiration date of the manufacturer's warranty, this Contract will provide coverage for any Covered Parts previously covered by the manufacturer's warranty.

SECTION 13 – TERM AND EXPIRATION

The Contract term and mileage limit are identified on the Schedule under **SECTION 5 – CONTACT INFORMATION**. Coverage under this Contract begins on the Contract purchase date and ends at the sooner of (a) 12:01 am on the day when the Contract term in months has elapsed; or (b) the day the Recreational Vehicle's odometer mileage exceeds the sum of the odometer mileage on the Contract purchase date and the mileage limit.

SECTION 14 – EXCLUSIONS

This Contract does not provide coverage for:

1. Any repair and/or replacement not authorized by Our claim department prior to the commencement of the repair and/or replacement or for loss, damage or expense arising from or incurred in connection with repairs performed without Our prior authorization.
2. **A Breakdown occurring prior to the Contract purchase date.**
3. Repair to any part(s) of the Recreational Vehicle not specifically listed as a Covered Part corresponding to the coverage plan identified on the Schedule.
4. The following parts: CB radio; satellite dish; radar detector; stereo equalizer; on board global positioning system (GPS); fax modem; televisions; video cassette recorder (VCR); compact disc player(s); or DVD players *unless* the items are factory installed or installed by a Manufacturer Authorized Dealer and You have purchased an Elite Plan or optional High-Tech Package.
5. The following parts: tires, wheels, carburetor, battery, battery cables, shock absorbers, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, headlamps and projection lamp assemblies, sealed beams, light bulbs, fuses, circuit breakers, brake rotors and drums, exhaust pipes, emission components, windshield wiper arms, wiper/wiper slide out seals and all weather stripping, window seals, door seals, trim, moldings, bright metal, chrome, upholstery and carpet zippers, nuts, bolts, and fasteners, freeze plugs, cup holders, ash trays, dash pad, squeaks, rattles, water leaks, wind noise, seat frames, paint, outside ornamentation, inside and outside door handles, hinges, mirrors, mirror hinges, mirror housings, hubcaps, bumpers, body sheet metal and panels, body parts, frame, brackets and structural body parts and/or video game systems; personal computer systems including monitors and printers.
6. Parts described in the owner manual as supplied by the manufacturer or other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, cleaning, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (except high pressure steering and air conditioning), drive belts, brake pads, brake linings/shoes, wiper blades, shop supplies and environmental waste charges. Filters, lubricants, coolants, fluids and refrigerants may be covered if replacement is required in connection with a covered Breakdown.
7. Damage and/or Breakdown resulting from collision, fire, theft, vandalism, riot, explosion, lightning, power surge, earthquake, windstorm, volcanic eruption, freezing, rust or corrosion, hail, water or flood, acts of god, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants, or lubricants.
8. Damage caused by misuse, abuse, negligence, lack of scheduled maintenance required by the manufacturer's maintenance schedule for Your Recreational Vehicle, or improper servicing or repairs performed by You or a repair facility.
9. Damage caused by sludge build-up, lubricant blockage or the failure to maintain proper levels of lubricants, and/or coolants, or any Breakdown resulting from failure to protect Your Recreational Vehicle from further damage when a Breakdown has occurred.
10. Damage caused by or exacerbated by the continued operation of the Recreational Vehicle in a failed or failing condition.
11. Repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the published field tolerances allowed by the manufacturer.
12. A Recreational Vehicle used in a manner not recommended by the manufacturer.
13. A Recreational Vehicle which has been altered or modified in a way not approved by the manufacture including, but not limited to the addition of custom or add-on parts, frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, engine modifications, transmission modifications, and/or drive axle modifications, emissions and/or exhaust systems modifications.
14. A Recreational Vehicle that does not have a valid manufacturer's identification number(s) or has a branded title (i.e. salvage, junk, rebuilt, totaled, flood damaged or bought back by the manufacturer).
15. A Recreational Vehicle which has an odometer which is broken, altered or has ceased to operate to the extent that the true mileage cannot be accurately determined.
16. Property damage, injury to or death of any person, any liability arising out of the operation, maintenance or use of the Recreational Vehicle, loss of use, time, delays, profit, inconvenience, or any other loss or consequential or incidental damages.
17. Damage to a Covered Part caused by a non-covered part unless You have paid the Consequential Damage Coverage surcharge as indicated on the Schedule.
18. Repairs covered by an insurance policy, supplier or repairer guarantee/warranty, manufacturer and/or dealer customer assistance program or any warranty from the manufacturer such as extended drive train, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Contract). Further, coverage under this Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
19. A Recreational Vehicle used for towing a trailer or another Recreational Vehicle or object unless the Recreational Vehicle is equipped with a factory installed or factory authorized tow package.
20. A Recreational Vehicle used as a commercial unit (unless the applicable surcharge has been paid), or is used for rental, taxi, limousine or shuttle, delivery, towing or road repair operations, construction, job site activities, hauling, police or emergency service, principally off-road use, racing or competitive driving, snow removal, route-work, service or repair. Evidence of rental use will result in a claim denial unless You have paid the Rental and Commercial Use Surcharge.
21. Any Breakdown, if the repair information provided by You or the Commercial Repair Facility is not accurate.
22. Any Breakdown that occurs outside the United States of America or Canada.
23. Any claim made when You no longer have ownership of the Recreational Vehicle subject to the terms and conditions of SECTION 15 – TRANSFER.

SECTION 15 – TRANSFER

1. This Contract may be transferred to any subsequent owner of the Recreational Vehicle while this Contract is still in force. This Contract cannot be transferred if the title is transferred to an entity other than a subsequent private buyer, or is sold or traded to a dealership, leasing agency or entity/individual in the business of selling Recreational Vehicles This Contract can only be transferred once and the transfer must be initiated by the original Contract purchaser.
2. To transfer this Contract, contact the Seller to obtain a Transfer Request Form. You must submit the following to the Seller or Us within thirty (30) days of the change of ownership to a subsequent individual purchaser:
 - a. This original Contract.
 - b. The completed Transfer Request Form signed by You and the new owner.
 - c. A seventy five dollar (\$75.00) transfer fee made payable to Premier Dealer Services, Inc.
3. Any existing manufacturer's warranty must also be transferred at the same time ownership transfer of the Recreational Vehicle Some manufacturers' warranties are reduced upon transfer to a subsequent owner. Breakdown of a Covered Part which was covered by the manufacturer during the term of the original manufacturer's warranty is not covered under this Contract regardless of transfer. Copies of all maintenance records and original receipts showing actual oil changes and manufacturer recommended maintenance must be given to the new owner. If necessary, these documents and the new owner's records will be verified by the Administrator as listed on the Registration form of your vehicle service contract.
4. We reserve the right to reject a transfer request if the requirements and procedure described herein are not met.

SECTION 16 – CANCELLATION

1. You may cancel this Contract at any time prior to its expiration by contacting the Seller and to obtain a complete a Cancellation Request Form. If You are unable to contact the Seller, You may contact Us.
2. If You cancel this Contract within sixty (60) days of the date of purchase, and no claim has been made, then We will pay a full refund of the paid Contract purchase price. If You cancel this Contract after it has been in force for more than sixty (60) days, or if a claim has been made, then We will pay a prorated refund of the Contract purchase price based on the greater of the number of elapsed days or miles less an administrative fee of seventy five dollars (\$75.00), less any claims paid. The refund will be forwarded to the Finance Company, if applicable. If there is no Finance Company, the refund will be forwarded to Your mailing address.
3. We may cancel this Contract at any time if:
 - a. The Recreational Vehicle is totaled or is repossessed.
 - b. The Recreational Vehicle's odometer (if applicable) is disconnected or altered or the true and actual miles cannot be determined.
 - c. The Recreational Vehicle is used in a manner not covered by the Contract, including modifications not recommended by the manufacturer.
 - d. The Contract purchase price is not paid.
 - e. You employed intentional misrepresentation in obtaining the Contract.
 - f. You employed intentional misrepresentation in the submission of a claim.
 - g. The Recreational Vehicle does not have a valid manufacturer's identification number(s).
 - h. The Recreational Vehicle title is branded as salvage, junk, or is rebuilt, totaled, flood damaged or bought back by the manufacturer.
4. If We cancel this Contract within sixty (60) days of the date of purchase, and no claim has been made, then We will pay a full refund of the paid Contract purchase price. If We cancel this Contract after it has been in force for more than sixty (60) days, or if a claim has been made prior to the effective date of cancellation, then We will pay a prorated refund of the Contract purchase price based on the greater of the number of elapsed days or miles less an administrative fee of seventy five dollars (\$75.00), less any claims paid. The refund will be forwarded to the Finance Company, if applicable. If there is no Finance Company, the refund will be forwarded to Your mailing address.

SPECIAL STATE DISCLOSURES

Special state disclosures apply only to the state in which this coverage, agreement or contract ("Contract") was purchased and only to the auto, truck, recreational vehicle or powersport vehicle ("Vehicle") covered by the Contract. Special state disclosures supersede any other provision(s) herein to the contrary. We have made every effort to include all required state notices; however, should a required state notice in effect as of the date You purchased this Contract not be listed below, such state law or regulation will take precedence over the terms of this Contract.

Alabama – If You purchased this Contract in the state of Alabama, the following terms apply to Your Contract

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. Cancellation fees shall not exceed \$25.00.
- b. A late fee equal to ten percent (10%) of the prorated refund (not including deductions for claims paid or the administrative fee) due will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request.
- c. If We cancel this Contract, then notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least five (5) days prior to the effective date of cancellation.

Alaska – If You purchased this Contract in the state of Alaska, the following terms apply to Your Contract

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. Cancellation fees shall not exceed seven and one-half percent (7.5%) of the Contract purchase price.
- b. A late fee equal to ten percent (10%) of the prorated refund (not including deductions for claims paid or authorized or the administrative fee) due will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request.
- c. If We cancel this Contract notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least five (5) days prior to the effective date of cancellation.
- d. If We cancel this Contract, then We will not deduct a cancellation fee from the refund amount.

Arizona – If You purchased this Contract in the state of Arizona, the following terms apply to Your Contract

1. We will not deny a claim hereunder solely because of Your failure to have manufacturer recommended vehicle maintenance services performed.
2. We will not deny a claim hereunder for a pre-existing condition if such condition was known or should reasonably have been known by the selling dealer or Us.
3. We will not deny a claim hereunder for damage caused by negligence, misuse, improper servicing or improper previous repair occurring prior to Your purchase of the Vehicle.
4. Parts or components repaired or replaced under this Contract are not excluded from coverage.

5. Coverage under this Contract begins on the Contract purchase date. This Contract cannot be deemed ineligible subsequent to the Contract purchase date.
6. We will not deny coverage hereunder on the basis of the Vehicle's ineligibility (e.g. gray market vehicles, salvage or branded titles, vehicles which have been declared a total loss).
7. We will not deny coverage hereunder on the basis of modifications or alterations to the Vehicle which were made prior to Your ownership of the Vehicle.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. Cancellation fees shall not exceed ten percent (10%) of the gross amount paid by You.

Arkansas – If You purchased this Contract in the state of Arkansas, the following terms apply to Your Contract

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. The value of any claims paid hereunder will not be deducted from any refund amount.
- b. Cancellation fees shall not exceed \$50.00.

Colorado – If You purchased this Contract in the state of Colorado, the following terms apply to Your Contract

Our performance under this Contract is insured by insurance policy number 372-0001-CO issued to Us by Arch Insurance Company, 2345 Grand Blvd. Suite 900, Kansas City, Missouri 64108, phone (800) 821-5546. If a covered claim is not paid within thirty (30) days after proof of loss has been filed, You may file a claim directly with the insurance company. If You cancel this Contract and do not receive a refund from Us by the forty-sixth (46th) day following Your request for cancellation, You may apply for a refund with the insurance company.

Connecticut – If You purchased this Contract in the state of Connecticut, the following terms apply to Your Contract

- Our performance under this Contract is insured by an insurance policy issued to Us by Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108. If a covered claim is not paid within thirty (30) days after proof of loss has been filed, You may file a claim directly with the insurance company. If You cancel this Contract and do not receive a refund from Us by the forty-sixth (46th) day following Your request for cancellation, You may apply for a refund with the insurance company.
- You may cancel this Contract if the Vehicle is sold, lost, stolen or destroyed. Please see the applicable cancellation section of this Contract for more information.
- Unresolved complaints regarding this Contract or questions concerning the regulation of Service Contract Providers may be addressed to the State of Connecticut Insurance Department, Post Office Box 816, Hartford, CT 06142—0816, Attn. Consumer Affairs.
- The administrator and obligor of this Contract is Premier Dealer Services, Inc., and can be reached at (800) 886-8176.
- Emergency roadside assistance, if applicable, is provided by SafeRide Motor Club, Inc.
- In the event that the term or mileage limit (if applicable) is reached within one (1) year of the Contract purchase date, and Your Vehicle is undergoing a covered repair, this Contract will remain in effect until the completion of the covered repair.
- You may cancel this Contract if the Vehicle is sold, lost, stolen or destroyed. Please see the applicable cancellation section of this Contract for more information.
- This Contract does not provide for in-home service. If the Vehicle cannot be driven to a repair facility, then You must have the Vehicle towed.
- This Contract will not expire while any repairs covered hereunder are being done.

If You purchased mechanical breakdown coverage then the following applies to You:

Connecticut Public Act, 87-393, Laws 1987, 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 may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by 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 dealer warranty.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. If We cancel this Contract notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least five (5) days prior to the effective date of cancellation.

District of Columbia – If You purchased the Contract in the District of Columbia, the following terms apply to Your Contract

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. Cancellation fees shall not exceed ten percent 10% of the Contract purchase price.
- b. A late fee equal to ten percent (10%) of the refund amount (not including deductions for claims paid or the administrative fee) due will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request.
- c. If We cancel this Contract notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least five (5) days prior to the effective date of cancellation. Prior notice is not required if cancellation is due to nonpayment, or fraud or material misrepresentation made by You or Your representative in obtaining this Contract or by You in pursuing a claim under this Contract.

Georgia – If You purchased this Contract in the state of Georgia, the following terms apply to Your Contract

1. We will may only deny a claim hereunder for damage, failure or breakdown which existed, or was caused by a condition existing prior to the purchase of this Contract if such condition was which was known by You.
2. We will not deny a claim hereunder for damage, failure or breakdown caused by the lack of proper and necessary amounts of coolants or lubricants or caused by contaminant(s), or foreign object(s).
3. We will not deny a claim hereunder solely because You modified or altered the Vehicle in a manner not approved by the manufacturer including but not limited to modifications to the engine, transmission, drive axle/transfer case, fuel delivery, emission, exhaust system, suspension components, lift/drop or any tire size modifications.
4. We will not deny a claim because a Commercial Repair Facility provided inaccurate repair information. We will only deny a claim hereunder if You provide inaccurate information.
5. We will not deny a claim hereunder because of sludge build-up.
6. We will not deny a claim hereunder because the odometer is broken, altered or has ceased to operate is such damage the odometer occurred prior to Your purchase of the Vehicle.
7. Lease Excess Wear and Tear Benefits are limited to coverages in O.C.G.A. 33-7-6(b)(1)(B)(I) - (vi).

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. No cancellation fee will be deducted from any refund due hereunder.
- b. The value of any claims paid hereunder will not be deducted from any refund amount.

- c. We may cancel this Contract in the event of fraud, material misrepresentation, or Your failure to pay the Contract purchase price. Notice of such cancellation will be made in writing and given at least thirty (30) days prior to the effective date of cancellation. Cancellation will comply with Section 33-24-44 of the Georgia Code.

Hawaii – If You purchased this Contract in the state of Hawaii, the following terms apply to Your Contract

When used in this Contract, the term “Breakdown” means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

If You purchased mechanical breakdown coverage then the following applies to You: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

- Used vehicles with less than 25,000 miles at time of sale → Provides coverage for 90 days or 5,000 miles, whichever occurs first.
- Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale → Provides coverage for 60 days or 3,000 miles, whichever occurs first.
- Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale → Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle 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 definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. A late fee equal to ten percent (10%) of the refund amount (not including deductions for claims paid or the administrative fee) due will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request.
- b. If We cancel this Contract, then notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least five (5) days prior to the effective date of cancellation. However, written notice of cancellation is not required for nonpayment, material misrepresentation or omission or a substantial breach of contractual obligations concerning the Vehicle or its use.

Idaho – If You purchased this Contract in the state of Idaho, the following terms apply to Your Contract

Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. The value of any claims paid hereunder will not be deducted from any refund amount.
- b. Cancellation fees shall not exceed \$50.00.

Illinois – If You purchased this Contract in the state of Illinois, the following terms apply to Your Contract

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. Cancellation fees shall not exceed the lesser of \$50.00 or ten percent (10%) of the Contract purchase price.

Indiana – If You purchased this Contract in the state of Indiana, the following terms apply to Your Contract

Your proof of payment for this Contract shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You, provided such insurance was in effect at the time You purchased this Contract. This service Contract is not insurance and is not subject to Indiana insurance law.

Iowa – If You purchased this Contract in the state of Iowa, the following terms apply to Your Contract

In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa, 50309-3738.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. A late fee equal to ten percent (10%) of the refund amount (not including deductions for claims paid or the administrative fee) due will be added to any refund which is not paid within thirty (30) days of the day We receive the cancellation request.
- b. If We cancel this Contract notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least fifteen (15) days prior to the effective date of cancellation. However, written notice of cancellation is not required for nonpayment, material misrepresentation or omission or a substantial breach of contractual obligations concerning the Vehicle or its use.

Kansas – If You purchased this Contract in the state of Kansas, the following terms apply to Your Contract

Windshield repair is not available in Kansas.

Louisiana – If You purchased this Contract in the state of Louisiana, the following terms apply to Your Contract

1. This Service Contract is not insurance and is not regulated by the Louisiana Department of Insurance.
2. Any concerns or complaints regarding this Contract may be directed to the Office of the Louisiana Attorney General.
3. If You are in need of emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state licensed repair facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. A late fee equal to ten (10%) of the refund amount (not including deductions for claims paid or the administrative fee) due will be added to any refund which is not paid within forty five (45) days of the day We receive the cancellation request.
- b. If We cancel this Contract notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least fifteen (15) days prior to the effective date of cancellation. However, written notice of cancellation is not required for nonpayment, material misrepresentation or omission or a substantial breach of contractual obligations concerning the Vehicle or its use.

Maine – If You purchased this Contract in the state of Maine, the following terms apply to Your Contract

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. Cancellation fees shall not exceed ten percent (10%) of the Contract purchase price.
- b. A late fee equal to ten percent (10%) of the prorated refund (not including deductions for claims paid or the cancellation fee) due will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request.

- c. If We cancel this Contract, then notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least ten (10) days prior to the effective date of cancellation.

Maryland – If You purchased this Contract in the state of Maryland, the following terms apply to Your Contract

- This Contract is neither affiliated with nor sponsored by the Vehicle manufacturer.
- If repairs are in process when this Contract expires, the Contract term will extend to the date the Vehicle is released from the repair facility.
- Emergency Roadside Assistance is provided by: SafeRide Motor Club, Inc.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. A late fee equal to ten percent (10%) of the Contract purchase price will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request.

Massachusetts – If You purchased this Contract in the state of Massachusetts, the following terms apply to Your Contract

NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR VEHICLE. 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.

If You purchased mechanical breakdown coverage then the following applies to You: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of 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 may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by 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 may have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. A late fee equal to ten percent (10%) of the Contract purchase price will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request.

Michigan – If You purchased this Contract in the state of Michigan, the following terms apply to Your Contract

If the performance of this service Contract is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Contract shall be extended for the period of the strike or work stoppage.

Minnesota – If You purchased this Contract in the state of Minnesota, the following terms apply to Your Contract

1. We will not deny a claim hereunder because damage, failure or breakdown was caused by a condition existing prior to the purchase of this Contract or which occurred during an exclusionary period.
2. We will not deny a claim hereunder because damage, failure or breakdown was caused by sludge buildup, restriction of fluid flow, contaminant(s), foreign object(s), rust or corrosion.
3. We will not deny a claim hereunder because the vehicle was not certified for sale within the United States at the time of manufacture or because the vehicle has a branded title.
4. We will not deny a claim hereunder because the vehicle's suspension system has been altered or modified.

If You purchased mechanical breakdown coverage then the following applies to You: Minnesota Statute 325F.662. requires an automobile dealer to provide a warranty covering certain classes of motor vehicles as follows:

- Used vehicles with less than 36,000 miles at the time of sale → Provides coverage for 60 days or 2,500 miles, whichever occurs first.
- Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale → Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The following parts are excluded from coverage under this Contract during the applicable warranty period, unless the Dealer becomes unable to meet its obligations. Your rights and obligations are fully explained in the Dealer issued used vehicle limited warranty document.

- **Engine:** Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter.
- **Transmission:** Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts.
- **Drive Axle:** Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis.
- **Brakes:** Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers.
- **Steering:** Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack.
- **Note:** The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. If You have cancelled this Contract and have not received the refund from Us within sixty (60) days of such cancellation, You may contact Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546.
- b. If We cancel this Contract, then notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least fifteen (15) days prior to the effective date of cancellation. Five (5) days' notice is required if the reason for cancellation is nonpayment of the Contract purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Vehicle or its use.

Mississippi – If You purchased this Contract in the state of Mississippi, the following terms apply to Your Contract

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. Cancellation fees shall not exceed ten percent (10%) of the Contract purchase price.

- b. A late fee equal to ten percent (10%) of the prorated refund (not including deductions for claims paid or the cancellation fee) due will be added to any refund per month which is not paid within forty-five (45) days of the day We receive the cancellation request.
- c. We may cancel this Contract at any time for nonpayment of the Contract purchase price; Our discovery of material misrepresentation made by You or Your representative in obtaining this Contract or by You in pursuing a claim under this Contract; and/or a substantial breach of duties by You related to the Vehicle. Notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least ten (10) days prior to the effective date of cancellation for nonpayment of the Contract purchase price and at least thirty (30) days prior to the effective date of cancellation for any other reason.

Missouri – If You purchased this Contract in the state of Missouri, the following terms apply to Your Contract

If You are in need of emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state licensed repair facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. If this Contract is cancelled within the first thirty (30) days, then We will refund the Contract purchase price, less the value of any claims paid.
- b. If this Contract is cancelled by You after thirty (30) days, the refund will be prorated based on the greater number of elapsed days or miles (if applicable), less the value of any claims paid, less a \$50.00 cancellation fee. If this Contract is cancelled by Us after thirty (30) days, the refund will be prorated based on the greater number of elapsed days or miles (if applicable), less the value of any claims paid.
- c. A late fee equal to ten percent (10%) of the prorated refund (not including deductions for claims paid or the cancellation fee) due will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request.
- d. If We cancel this Contract then notice of cancellation stating the specific reason(s) for cancellation will be sent to You within 45 days of the effective date of cancellation

Montana – If You purchased this Contract in the state of Montana, the following terms apply to Your Contract

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. We may cancel this Contract at any time for nonpayment of the Contract purchase price; upon Our discovery of fraud or material misrepresentation made by You or Your representative in obtaining this Contract or by You in pursuing a claim under this Contract; or physical changes in the Vehicle rendering it ineligible for coverage under this Contract. Notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least five (5) days prior to the effective date of cancellation. If We cancel this Contract within sixty (60) days of the date of purchase, and no claim has been made, We will pay a full refund of the Contract purchase price. If We cancel this Contract after it has been in force for more than sixty (60) days, or if a claim has been made prior to the effective date of cancellation, then We will pay a prorated refund of the Contract purchase price based on the greater number of elapsed days or miles (if applicable).

Nebraska – If You purchased this Contract in the state of Nebraska, the following terms apply to Your Contract

Our performance under this Contract is insured by an insurance policy issued to Us by Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546. If a covered claim is not paid within thirty (30) days after proof of loss has been filed, You may file a claim directly with the insurance company. If You cancel this Contract and do not receive a refund from Us by the forty-sixth (46th) day following Your request for cancellation, You may apply for a refund with the insurance company.

Nevada – If You purchased this Contract in the state of Nevada, the following terms apply to Your Contract

1. **THIS CONTRACT MAY HAVE AN EXCLUSIONARY PERIOD. IN SUCH A CASE, COVERAGE DOES NOT BEGIN ON THE CONTRACT PURCHASE DATE. COVERAGE BEGINS AFTER THE END OF THE EXCLUSIONARY PERIOD. PLEASE REFER TO THE APPLICABLE DEFINITIONS AND COVERAGE SECTIONS TO IDENTIFY ANY EXCLUSIONARY PERIOD WHICH MAY APPLY TO THIS CONTRACT.**
2. This Contract does not cover any cost that would ordinarily be covered by a manufacturer's warranty. If the manufacturer's warranty is prematurely voided while this Contract is in force, either because the manufacturer is out-of-business or because of any other circumstances which prevent the manufacturer from performing under the warranty, this Contract will not cover any repair that would have been covered by the manufacturer's warranty had it not been prematurely voided. In such a case, this Contract will continue to provide coverage unless otherwise excluded by the terms of this Contract.
3. Our performance under this Contract is insured by an insurance policy issued to Us by Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546. If a covered claim is not paid within thirty (30) days after proof of loss has been filed, You may file a claim directly with the insurance company. If You cancel this Contract and do not receive a refund from Us by the forty-sixth (46th) day following Your request for cancellation, You may apply for a refund with the insurance company.
4. This Contract does not cover preexisting conditions.
5. This Contract is not renewable.
6. The deductible amount, if applicable, is shown on the front page of this Contract.
7. At Our sole discretion, covered repairs may be based on new, remanufactured, independently manufactured, or used parts, which are comparable with the Vehicle's original design specifications and wear tolerances.
8. Terms and conditions related to **TRANSFER** are amended to reduce the transfer fee to \$25.00.
9. If You are not satisfied with the manner in which We are handling Your claim under this Contract, You may contact the Nevada Division of Insurance by calling 1-888-872-3234.
10. **This Contract will not cover any authorized or non-manufacturer-recommended modifications to the Vehicle, or any other damage arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Vehicle is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract.**

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. If You cancel this Contract, cancellation fees are limited to \$25.00.
- b. The value of any claims paid hereunder will not be deducted from any refund amount.
- c. A late fee equal to ten percent (10%) of the prorated refund (not including deductions for claims paid or the cancellation fee) due will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request. After the initial forty-five (45) days, the late fee shall accrue for every month the refund remains unpaid.
- d. We may cancel the Contract for any reason within sixty (60) days of the Contract purchase date. After this Contract has been in force for sixty (60) days, We will not cancel the Contract except on the following grounds: failure by You to pay an amount when due; discovery of fraud or material misrepresentation in Your obtaining the Contract or presenting a claim; an act or omission or a violation by You of any condition of the Contract, which occurred after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased; or a material

change in the nature or extent of the required service or repair which occurs after the effective date of this Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was issued or sold.

- e. Cancellation of the Contract by Us will be effective sixteen (16) days after the notice of cancellation is mailed.
- f. If we cancel this Contract within sixty (60) days of the date of purchase, and no claim has been made, We will pay a full refund of the Contract purchase price. If We cancel this Contract after it has been in force for more than sixty (60) days, or if a claim has been made prior to the effective date of cancellation, then We will pay a prorated refund of the Contract purchase price based on the greater of the number of elapsed days or miles (if applicable).

New Hampshire – If You purchased this Contract in the state of New Hampshire, the following terms apply to Your Contract

In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261.

New Jersey – If You purchased this Contract in the state of New Jersey, the following terms apply to Your Contract

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. A late fee equal to ten percent (10%) of the prorated refund (not including deductions for claims paid or the cancellation fee) due will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request.
- b. If We cancel this Contract, notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least five (5) days prior to the effective date of cancellation. However, advance written notice of cancellation is not required for nonpayment, material misrepresentation or omission or a substantial breach of contractual obligations concerning the Vehicle or its use.

New Mexico – If You purchased this Contract in the state of New Mexico, the following terms apply to Your Contract

1. Final contract purchase price to be determined prior to presentation to You for signature.
2. This service contract is insured by Arch Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Arch Insurance Company at 2345 Grand Blvd. Suite 900, Kansas City, Missouri 64108, phone 1-800-821-5546, email claim@archinsurance.com. If You have any concerns regarding the handling of your claim, You may contact the Office of the Superintendent of Insurance at 855-427-5674.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. If You cancel this Contract, the cancellation fee shall not exceed ten percent (10%) of the Contract purchase price.
- b. We may cancel this Contract for any reason within seventy (70) days of the Contract purchase date. In such a case, We will refund the entire Contract purchase price less the value of any claims paid. If We cancel this Contract after seventy (70) days, then We will pay a prorated refund of the Contract purchase price based on greater of the number of elapsed days or miles (if applicable), less the value of any claims paid.
- c. We may cancel this Contract after it has been in force for seventy (70) days for the following reasons: Your failure to pay the Contract purchase price; discovery of fraud or material misrepresentation by You in obtaining this Contract or in presenting a claim; discovery of either an act or omission by You or violation of Contract condition by You, which occurred after the effective date of the Contract, that substantially and materially increases required service or repair contemplated at the time of purchase. Notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least fifteen (15) days prior to the effective date of cancellation.

New York – If You purchased this Contract in the state of New York, the following terms apply to Your Contract

Premier Dealer Services, Inc. is the obligor and administrator. If applicable, Vehicle Administrative Services, Ltd. Acts solely as a vendor for paintless dent repair, windshield repair and key replacement services.

Section 198b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

- Used vehicles with 36,000 miles or less at the time of sale → Provides coverage for 90 days or 4,000 miles, whichever occurs first.
- Used vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale → Provides coverage for 60 days or 3,000 miles, whichever occurs first.
- Used vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale → Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle 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.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. A late fee equal to ten percent (10%) of the prorated refund (not including deductions for claims paid or the cancellation fee) due will be added to any refund which is not paid within thirty (30) days of the day We receive the cancellation request.
- b. If We cancel this Contract, notice of cancellation stating the specific reason(s) for cancellation will be sent to **You** at least fifteen (15) days prior to the effective date of cancellation. However, prior notice is not required if the Contract was cancelled for nonpayment of the Contract purchase price, a material misrepresentation, or a substantial breach of duties by You relating to the Vehicle or its use.

North Carolina – If You purchased this Contract in the state of North Carolina, the following terms apply to Your Contract

Our insurer will assume responsibility for administration of claims in the event We are unable to do so.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. The cancellation fee shall not exceed ten percent (10%) of the prorated refund less claims paid.
- b. We may only cancel this Contract for nonpayment of the Contract purchase price or for Your direct violation of the terms, conditions and exclusions of this Contract.

Ohio – If You purchased this Contract in the state of Ohio, the following terms apply to Your Contract

1. This Contract is not insurance and is not subject to the insurance laws of this state.
2. This Contract may provide a duplication of coverage already provided by Your automobile physical damage insurance policy.

Oklahoma – If You purchased this Contract in the state of Oklahoma, the following terms apply to Your Contract

1. The Administrator/Obligor/Provider is PDS Warranty Company, Inc. Oklahoma License No. 44200692.
2. This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.
3. Emergency roadside assistance, if applicable, is provided by SafeRide Motor Club, Inc.

4. This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.
5. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.
6. The term "etc." is stricken from this Contract anywhere which it appears.

Terms and conditions related to CANCELLATION are amended as follows:

- a. If You cancel this Contract after it has been in force for more than sixty (60) days, or if a claim has been made, You shall receive a refund of not less than ninety percent (90%) of the unearned pro rata premium less any paid claims.
- b. If We cancel this Contract, after it has been in force for more than sixty (60) days, or if a claim has been made prior to the effective date of cancellation, then We will refund one hundred percent (100%) of the unearned pro rata provider fee less any paid claims.

Oregon – If You purchased this Contract in the state of Oregon, the following terms apply to Your Contract

1. Our performance under this Contract is insured by an insurance policy issued to Us by Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546. If a covered claim is not paid within thirty (30) days after proof of loss has been filed, You may file a claim directly with the insurance company. If You cancel this Contract and do not receive a refund from Us by the forty-sixth (46th) day following Your request for cancellation, You may apply for a refund with the insurance company.
2. For emergency repairs (after regular business hours only), call the emergency number at (614) 588-0880
3. Roadside assistance benefits or services, if applicable, are conducted by SafeRide Motor Club, Inc. however, Premier Dealer Services, Inc. is ultimately responsible for providing these benefits. Any failure to provide such benefits by SafeRide Motor Club, Inc. or Premier Dealer Services, Inc. as specified in this contract will be covered by Premier Dealer Services, Inc.'s reimbursement insurance policy.

Rhode Island – If You purchased this Contract in the state of Rhode Island, the following terms apply to Your Contract

If You purchased mechanical breakdown coverage then the following applies to You: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

- Used vehicles with less than 36,000 miles at the time of sale → Provides coverage for 90 days or 4,000 miles, whichever occurs first.
- Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale → Provides coverage for thirty days or 1,000 miles, whichever occurs first.

The Vehicle 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.

South Carolina – If You purchased this Contract in the state of South Carolina, the following terms apply to Your Contract

In the event of a dispute with the provider of this Contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, South Carolina 29201 or (800) 768-3467.

Terms and conditions related to CANCELLATION are amended as follows:

- a. A late fee equal to ten percent (10%) of the prorated refund (not including deductions for claims paid or the cancellation fee) due will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request.
- b. If We cancel this Contract, notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least fifteen (15) days prior to the effective date of cancellation. However, prior notice is not required if the Contract was cancelled for nonpayment of the Contract purchase price, a material misrepresentation, or a substantial breach of duties by You relating to the Vehicle or its use.

Texas – If You purchased this Contract in the state of Texas, the following terms apply to Your Contract

1. Unresolved complaints regarding this Contract or questions concerning the regulation of Service Contract Providers may be addressed to the Texas Department of Licensing and Regulation by calling (512) 463-6599 or by mailing to: P.O. Box 12157, Austin, TX 78711.
2. COMPLAINT PROCEDURE: In the event You have a complaint involving this Contract, You may contact Our customer service department at (800) 886-8176. Please have Your Contract number available.
3. Premier Dealer Services, Inc. (license number 280) is the administrator and provider.
4. Premier Dealer Services, Inc. is the obligor and administrator. If applicable, Vehicle Administrative Services, Ltd. Acts solely as a vendor for paintless dent repair, windshield repair, emergency roadside assistance and key replacement services.

Terms and conditions related to CANCELLATION are amended as follows:

- a. If You cancel this Contract before the thirty-first (31st) day after the date of purchase, then We will pay a full refund of the Contract purchase price less the amount of any claims paid.
- b. If You cancel this Contract after the thirty-first (31st) day after the date of purchase, then We will pay a prorated refund based on the greater of elapsed days or miles (if applicable), less claims paid, less a cancellation fee of \$50.00.
- c. If the refund or credit is not paid before the forty-sixth (46th) day after Your notice of cancellation is received by Us, We are liable to You for a penalty for each month the amount remains outstanding equal to ten percent (10%) of the amount outstanding. The penalty is in addition to the refund due.
- d. We may cancel this Contract at any time for nonpayment of the Contract purchase price; Our discovery of fraud or material misrepresentation made by You or Your representative in obtaining this Contract or by You in pursuing a claim under this Contract; or for physical changes in the Vehicle becoming ineligible for coverage under this Contract. Notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least five (5) days prior to the effective date of cancellation. However, We are not required to give any advance notice if We cancel the Contract for nonpayment of the Contract purchase price or a material misrepresentation by You relating to the Vehicle or its respective use. If We cancel this Contract within sixty (60) days of the date of purchase, and no claim has been made, We will pay a full refund of the Contract purchase price. If We cancel this Contract after it has been in force for more than sixty (60) days, or if a claim has been made prior to the effective date of cancellation, then We will pay a prorated refund of the Contract purchase price based on the greater of the number of elapsed days or miles (if applicable), less the value of any claims paid.

Utah – If You purchased this Contract in the state of Utah, the following terms apply to Your Contract

- This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
- Coverage provided under this Contract is not guaranteed by the Property and Casualty Guarantee Association.
- If this Contract requires Your payment of a deductible as a condition of coverage, the deductible amount will be identified on Page 1 where coverage options are indicated.
- Our obligations under this Contract are guaranteed under an insurance policy issued to Us by Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546. If We fail to pay or provide service on any claim within thirty (30) days after proof of loss has been filed, You may file a claim directly

with the insurance company. If You cancel this Contract and do not receive a refund from Us by the forty-sixth (46th) day following Your request for cancellation, You may apply for a refund with the insurance company.

- For emergency repairs (after regular business hours only), call the emergency number at (614) 588-0880.
- **KEY REPLACEMENT COVERAGE** (if applicable) is limited to repair or replacement of key/remote when it is lost, stolen, damaged or becomes inoperable.
- FOR MECHANICAL BREAKDOWN CONTRACTS: Substitute transportation is only available in association with a Breakdown covered by this Contract. This Contract will not provide substitute transportation coverage in connection with a repair covered by the Vehicle manufacturer.
- This Contract does not provide deductible coverage for any 3rd party claims.
- We will not require You to take the Vehicle to a franchised dealer repair facility as a condition of coverage.
- Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.
- Failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.
- Emergency roadside assistance (if applicable) is provided by SafeRide Motor Club, Inc.

Terms and conditions related to **CANCELLATION** are amended as follows:

- a. We may cancel this Contract at any time if You fail to pay the Contract purchase price; for a material misrepresentation made by You; or for Your substantial breach of a contractual duty or condition. Notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least thirty (30) days prior to the effective date of cancellation, however, in the case of failure to pay the Contract purchase price written notice shall be sent ten (10) days prior to the effective date of cancellation. If We cancel this Contract within sixty (60) days of the date of purchase, and no claim has been made, We will pay a full refund of the Contract purchase price. If We cancel this Contract after it has been in force for more than sixty (60) days, or if a claim has been made prior to the effective date of cancellation, then We will pay a prorated refund of the Contract purchase price based on the greater of the number of elapsed days or miles (if applicable), less the value of any claims paid.

Virginia – If You purchased this Contract in the state of Virginia, the following terms apply to Your Contract

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.

Wisconsin – If You purchased this Contract in the state of Wisconsin, the following terms apply to Your Contract

1. Our performance under this Contract is insured by an insurance policy issued to Us by Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the insurance company. If You cancel this Contract and do not receive a refund from Us by the forty sixth (46th) day following Your request for cancellation, You may apply for a refund with the insurance company.
2. **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**
3. Prior to any repair being made, You must instruct the service manager at the repair facility to contact the Us to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize coverage under this Contract.
4. If You are in need of emergency repairs, and You are unable to obtain prior authorization, the burden is on You to retain replaced parts and prove that authorization could not be obtained and that the repair is covered under this Contract. For such emergency repairs, Your claim will not be denied solely for lack of prior authorization.
5. The amount authorized by Us shall be the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must receive prior approval.
6. Provided that notice or proof of loss is furnished as soon as reasonably possible and within one year after the time it was required by the Contract, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless We are prejudiced thereby and it was reasonably possible to meet the time limit.
7. Once authorization is obtained, and the repair is completed, all repair invoices and documentation must be submitted to the Us as soon as reasonably possible.
8. In addition to any cancellation rights provided herein, You may return this Contract within fifteen (15) days of purchase and receive a full refund of the purchase price.
9. Pursuant to Rimes v. State Farm Mutual Automobile Insurance Company, 106 Wis. 2d 263, in situations involving subrogation, You must be made whole before We retain any amounts We have recovered.
10. The statement "If more than one service contract, warranty or insurance policy (including the manufacturer's warranty) can be applied to a claim, coverage under this Contract shall be excess over all other such coverage(s), whether valid or collectible." is removed and replaced with the following statement "If more than one service contract, warranty or insurance policy (including the manufacturer's warranty) can be applied to a claim, coverage under this Contract shall be excess over such coverage."
11. Emergency Roadside Assistance is provided by SafeRide Motor Club, Inc.
12. Premier Dealer Services, Inc. is the obligor and administrator. If applicable, Vehicle Administrative Services, Ltd. Acts solely as a vendor for paintless dent repair, windshield repair and key replacement services.
13. Terms and conditions related to **CANCELLATION** are amended as follows:
 - a. The value of any claims paid hereunder will not be deducted from any refund amount.
 - b. If We cancel this Contract, then notice of cancellation stating the specific reason(s) for cancellation will be sent to **You** at least ten (10) days prior to the effective date of cancellation.

Wyoming – If You purchased this Contract in the state of Wyoming, the following terms apply to Your Contract

1. Our performance under this Contract is insured by an insurance policy issued to Us by Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the insurance company. If You cancel this Contract and do not receive a refund from Us by the forty-sixth (46th) day following Your request for cancellation, You may apply for a refund with the insurance company.
2. Any arbitration which occurs in connection with this Contract shall be in accordance with the Wyoming Arbitration Act.
3. Terms and conditions related to **CANCELLATION** are amended as follows:
 - a. A late fee equal to ten percent (10%) of the prorated refund (not including deductions for claims paid or the cancellation fee) due will be added to any refund which is not paid within forty-five (45) days of the day We receive the cancellation request.
 - b. We may cancel this Contract at any time for nonpayment of the Contract purchase price; our discovery of fraud or material misrepresentation made by You or Your representative in obtaining this Contract or by You in pursuing a claim under this Contract; or physical changes in the Vehicle becoming ineligible for coverage under this Contract. Notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least ten (10) days

prior to the effective date of cancellation. However, We are not required to give any advance notice if We cancel the Contract for nonpayment of the Contract purchase price or a material misrepresentation by You relating to the Vehicle or its respective use.

SAMPLE