

# COVERAGE LEVELS

## COMPLETECARE | MOTORHOME COVERAGE

IF YOU SELECTED COMPLETECARE MOTOR HOME COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC, THEN THIS VSC COVERS ALL COMPONENTS AND PARTS INCLUDING DRIVETRAIN / CHASSIS, EXCEPT FOR ITEMS IN THIS CONTRACT UNDER SECTION "D. WHAT IS NOT COVERED."

### STATED COMPONENT | MOTOR HOME COVERAGE (ITEMS 1-27 BELOW)

IF YOU SELECTED STATED COMPONENT MOTOR HOME COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC, THEN THE SPECIFIC COMPONENTS LISTED IN ITEMS 1 - 27 BELOW ARE COVERED IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "D. WHAT IS NOT COVERED") OF THIS VSC.

- 1.ENGINE: Cylinder Head(s), Cylinder Block, Cylinder Sleeves/ Liners. All internally-lubricated parts. Timing Belt and Tensioners, Eccentric Shaft; Oil Pump; Oil Pan; Exhaust Manifold(s); Intake Manifold, Engine Mounts and Cushions; Timing Cover; Valve Covers; Harmonic Balancer; Ring Gear; Flexplate; Diesel Engine Vacuum Pump; Turbocharger, Wastegate, Oil Cooler.
- 2.TRANSMISSION: Transmission Case; Torque Converter and all internally-lubricated parts thereof; Vacuum Modulator; Internal Linkage; Mounts; Oil Pan; Cooler and Cooler Lines, Transmission Control Pad, Control Module.
- 3.DRIVE AXLE/TAG AXLE: Differential Housing; Final Drive Housing; and all internally lubricated parts thereof; Axle Shafts, Constant Velocity Joints; Universal Joints; Drive Shafts, Hub Bearings; Center Support Bearing; Bearings.
- 4.STEERING: Gear Housing and all internally-lubricated parts of the Steering Gear Box; Rack and Pinion Gear; Power Steering Pump; Main and Intermediate Steering Column Shafts and Couplings; Cooler; Power Cylinder; Pitman Arm; Idler Arm; Tie Rod and Tie Rod Ends; Drag Link; Control Valve and Cylinder.
- 5.PNEUMATIC SUSPENSION: Compressor Assembly; Air Dryer; Solenoids; Relays; Height Sensors; Air-Adjustable Shock Absorbers; Air Bags; Wiring; Controller.
- 6.SUSPENSION: Strut Bar and Bushing; Upper and Lower Control Arms, Shafts, and Bushings; Upper and Lower Ball Joints; Steering Knuckles; Wheel Bearings; Hub Bearings; Stabilizer Shaft, Linkage, and Bushings; Kingpin and Bushing; Spindle and Spindle Supports; Coil and Leaf Springs.
- 7.AIR CONDITIONING: Compressor; Clutch and Coil; Condenser, Evaporator; POA Valve; Accumulator; Orifice Tube; Temperature Control Programmer; Idler Pulley and Bearing; Receiver-Dryer; Blower Motor; High/Low/Cutoff Switches, and Pressure Cycling Switch; Expansion Valve.
- 8.BRAKING/AIR-HYDRAULIC-ABS: Master Cylinder; Power Assist Booster; Wheel Cylinders; Combination Valves; Hydraulic Lines and Fittings; Power Brake Cylinder; Backing Plates; Springs, Clips and Actuators. Air Brake Compressor, Tank, Auto Bleeder Valve, Diaphragm, Treadle, Disc Caliper, Compensating Valve and Slack Adjusters; ABS Control Unit, Actuator and Wheel Speed Sensors, Parking Brake Assembly.
- 9.ELECTRICAL: Starter; Alternator; Voltage Regulator; Distributor; Solenoids, Relays; Manually Operated Switches, Wiper Motors; Gauges; Window Motors and Regulators; Window Defrosters, Mirror Motors and Controls; Power Antenna and Motors; Seat Motors; Power Door Lock Actuators; Cruise Control Transducer, Servo and Engagement Switch; Turn Signal Switch; Dashboard Clock; Dual Battery Paralleling Switch, Back up Alarm.
- 10.ELECTRONIC IGNITION: Electronic Ignition Control Module and all related sensors; Electronic Engine Timing Control Unit and Sensors, Electronic Spark Detonation Sensors and Controller; Coil(s).
- 11.HEATING/COOLING: Water Pump, Including Impeller Shaft, Bearings and Bushings; Radiator, Heater Core; Thermostat; Fan; Fan Clutch; Fan Motor and Controller Module; Coolant Recovery Unit; Fan Shroud; Electric Block Heater.
- 12.FUEL DELIVERY: Fuel Pump; Fuel Pressure Regulator, Fuel Tanks; Metal Fuel Lines; Fuel Distributor; Fuel Injection Pump; Fuel Heater; Fuel Injectors (excluding contamination); Auxiliary Tank Switch; Electronic Fuel Mixture Control Unit and Sensors.

SEALS AND GASKETS ON ALL COVERED COMPONENTS LISTED ABOVE.

## COMPLETECARE | TOWABLE/BOX COVERAGE

IF YOU SELECTED COMPLETECARE TOWABLE / BOX COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC, THEN THIS VSC COVERS ALL COMPONENTS AND PARTS EXCLUDING DRIVETRAIN / CHASSIS AND ITEMS IN SECTION "D. WHAT IS NOT COVERED" OF TERMS AND CONDITIONS.

### STATED COMPONENT | TOWABLE/BOX COVERAGE (ITEMS 13-27 BELOW)

IF YOU SELECTED STATED COMPONENT TOWABLE / BOX COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC, THEN THE SPECIFIC COMPONENTS LISTED IN ITEMS 13 - 27 BELOW ARE COVERED IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "D. WHAT IS NOT COVERED") OF THIS VSC.

- 13.HOT WATER HEATER: Burner Assembly; Tank; Thermostat; Thermocouple; Gas Valve; Electronic Ignition Assembly; PC Board; Fittings and Connections; Heating Element, Hydronic Heating System.
- 14.WASTE SYSTEM: Toilet; Holding Tanks; Gate Valves and Connections.
- 15.FRESH WATER SYSTEM: Water Pump; Compressor; Water Lines; Fittings; Faucets; Water Tank; Fittings and Connections, Shower Head.
- 16.AIRCONDITIONER (ROOF/CENTRAL): Compressor; Evaporator; Relays; Thermostat; Condenser; Condenser Fan, Accumulator, Expansion Valve, Receiver Dryer, Blower Motor; High/Low Cut Off Switch, Pressure Cycling Switch, PC Board
- 17.RANGE AND OVEN: Microwave; PC Board; Ignition Assembly; Burner Assembly; Thermostat; Thermocouple; Burner Valves; Power Hood Fan Motor(s).
- 18.L.P. GAS SYSTEM: Regulators; Valves; Gauge; Pigtailes; L.P. Lines; Fittings and Connections.
- 19.HEATING SYSTEM: Furnace; Ignitor; Burner Assembly; Thermocouple; Gas Valve; Thermostat; Blower Motor; PC Board; Fittings and Connections.
- 20.REFRIGERATOR: Thermostat; Thermocouple; Cooling Unit; Burner Assembly; Ignitor, Control Panel; PC Board.
- 21.ELECTRICAL: Ventilation Fan(s), Battery Isolator, Power Step Motor and Control Module, Limit Switch, Converter/Charger, Inverter, Power Control Panel.
- 22.SUSPENSION: Leaf Springs; Torsion Bar Suspension; Wheel Bearings.

23. BRAKES: Wheel Cylinder; Hydraulic or Electric Brake Actuator; Lines, Fittings and Connections.

24. AWNINGS: Mechanical only (excluding canvas or fabrics).

25. LIFT CRANK SYSTEM: (Factory-Installed Electric or Manual): Cables and Pulleys, Motor(s), Switches, Tongue Jack, Landing Legs.

26. TAXES, FLUIDS AND FREON ON REPAIRS AS REQUIRED.

27. AUXILIARY POWERPLANT/GENERATOR (Factory or Factory Authorized Only): All internally-lubricated parts of the Powerplant Engine; Starter; Switches; Regulator; Generator Assembly, Power Converter; Inverter; Cylinder Head and Block, Seals and Gaskets; PC Board, Fuel Pump.

SEALS AND GASKETS ON ALL COVERED COMPONENTS LISTED ABOVE.

#### OPTIONAL | RV FEATURES

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS COMPLETE CARE, THEN THE FOLLOWING OPTIONAL RV FEATURES ARE INCLUDED.

• **DELUXE APPLIANCE COVERAGE:** Dishwasher; In-Sink Disposal Unit; Stand-Alone Freezer; Ice Maker; Trash Compactor; Central Vacuum Cleaner System; Under-Counter Coffee Maker; Convection Oven; Washer/Dryer Motor, Gearbox and Heater Unit; Rear Camera Monitor System, VCR, Television(s), Tape Deck(s), C.D. Player(s), AM/FM Radio, TV Antenna, Satellite Dish Motor and Receiver, Carbon Monoxide Detector, Alarm Sensors, Controller and Activation Panel.

• **HYDRAULIC/ELECTRIC LEVELING JACKS:** Motor; Pump/Jack Assembly, Control Unit, Actuators and Sensors, Lines; Fittings; and Cylinders; Motor, Worm Gear, Tracks, Limiting Switches and Wiring Harness; Fittings and Connections.

• **SLIDE OUT ROOM UNITS:** Pump Assembly, Control Unit, Actuators and Sensors, Lines; Fittings; and Cylinders; Motor, Worm Gear, Tracks, Limiting Switches and Wiring Harness; Fittings and Connections, Slideout Cables.

#### SIGN AND DRIVE COVERAGE | EMERGENCY ROADSIDE ASSISTANCE | (866)217-5309

Call US at (866)217-5309 for Emergency Roadside Assistance. Roadside Assistance is available 24 hours a day, 365 days a year, anywhere in the United States (including Alaska and Hawaii) or Canada.

Roadside Assistance is available only while YOUR CONTRACT is in force. Roadside Assistance services obtained through any source other than the toll-free number listed above are not covered and are not reimbursable. (Services are not available in areas where state providers are exclusively utilized such as selected state toll roads or highways).

ELIGIBLE VEHICLES: YOUR RV, as well as any authorized TOW VEHICLE actively engaged in the act of towing YOUR RV. The following additional road service benefits are available to YOU during the term of YOUR VSC:

The maximum benefit per occurrence is five hundred dollars (\$500) for benefits one (1) through four (4) directly below.

1. Jump Start / Battery boost

2. Flat Tire Changes (using YOUR inflated spare)

3. Fluid delivery for YOUR RV or TOW VEHICLE (YOU will be responsible for the cost of any fluids delivered)

4. Lockout Assistance (YOU are responsible for charges associated with any RV key cutting or key replacement.)

5. TOWING: In the event YOUR RV requires towing/winch-out services, WE will provide benefits to tow YOUR RV and/or any TOW VEHICLE in the act of towing YOUR RV to the nearest authorized repair facility, up to a maximum of one-thousand dollars (\$1,000).

Winch-out service benefits apply as long as YOUR RV can be safely reached from an established, paved public thoroughfare, paved street, highway, paved road or public or private parking lot. Winch-out service benefits do not apply if YOUR RV is more than twenty-five (25) feet from an established thoroughfare, intentionally driven off of a paved road, or when YOUR RV cannot be safely reached due to location or weather conditions that do not allow for safe movement of YOUR RV.

TOWED VEHICLE Coverage - Towing coverage will also be extended to any passenger vehicle being towed behind YOUR RV for any reason (other than accident, collision or physical damage of any kind) as long as the vehicle is being towed by YOUR RV at the time of service, subject to the limitations in Section five (5) above.

6. MOBILE MECHANIC SERVICE CALL: In the event of a MECHANICAL BREAKDOWN of a COVERED ITEM, WE will provide coverage, on a Sign & Drive basis, up to \$125 per incident. A service call is when a licensed repair technician is available to make an on-site covered repair. Please be advised, not all areas have mobile mechanic service available due to license, insurance or other restrictions. In those instances, towing service, to the nearest qualified repair facility, will be offered. Not all mobile mechanic service calls are guaranteed under this Agreement. YOU are responsible for ensuring the mobile mechanic obtains prior authorization from the ADMINISTRATOR before commencement of any covered repairs. There is a three (3) use maximum per consecutive 12 months for Mobile Mechanic Service Calls under this CONTRACT. This service call benefit does not apply to tire coverage.

#### ADDITIONAL BENEFITS

• **MANUFACTURER'S DEDUCTIBLE REIMBURSEMENT (ONLY AVAILABLE ON NEWVSC TERMS) NOT AVAILABLE ON POP-UP TRAILER UNITS:** In the event a part is repaired/replaced under the manufacturer's warranty and not otherwise excluded by this VSC, YOU will be reimbursed for any required manufacturer's warranty deductible up to \$100, less YOUR DEDUCTIBLE.

• **TRIP INTERRUPTION REIMBURSEMENT:** If a BREAKDOWN to a COVERED PART, or if a FAILURE which is covered under a manufacturer's warranty and is not otherwise excluded by this VSC, disables YOUR RV and YOU are required to remain overnight more than 100 miles from YOUR mailing address while repairs are completed, WE will reimburse YOU up to \$500, not to exceed \$100 per day, for the first five (5) consecutive days, for costs incurred by YOU for meals and lodging between the date of BREAKDOWN and the date repairs are completed. YOU must provide US with valid lodging and meal receipts in order to be reimbursed.

• **SUBSTITUTE TRANSPORTATION REIMBURSEMENT:** If YOU must rent substitute transportation due to the FAILURE of a COVERED PART in COMPONENT groups 1-12 of this VSC, and YOU are more than 100 miles from YOUR mailing address while repairs are completed, YOU will be reimbursed for actual expenses incurred (excluding fuel, collision damage waiver and optional insurance charges) for substitute transportation up to the maximum daily rate of \$50 per day. The total number of days of reimbursement for each occurrence cannot exceed six (6). Reimbursement is only applicable when the substitute transportation has been rented through a licensed rental agency. Substitute transportation reimbursement is not subject to a DEDUCTIBLE. Substitute transportation reimbursement will be made for FAILURES of COVERED ITEMS listed in COMPONENT groups 1-12 covered by the manufacturer's warranty and not otherwise excluded by this VSC.

• **TIRES FOR MOTOR HOME OR TOWABLE/BOX: (ONLY AVAILABLE ON NEW CONTRACT COVERAGE TERMS):** WE will reimburse YOU for the cost of repair or, if non-repairable, to replace YOUR original factory-installed tire(s) (original tires as supplied by the manufacturer and replacement tires of like kind and quality) if damaged from glass, metal

punctures or other road hazard on a public roadway that results in air loss from the tire. If YOU have a covered flat, WE will reimburse YOU up to \$75 for road service. YOU must provide receipts. YOUR tire(s) must have at least 3/32" of tread depth at time of blow out or flat for this coverage to apply. The maximum reimbursement for replacement of any tire shall not exceed \$200. A DEDUCTIBLE of \$50 for each repair or replacement shall apply.

#### **RV TECHNICAL ASSISTANCE | (866)217-5309**

Call US at (866) 217-5309 for technical diagnosis and instruction from a team of RVIA/ASE certified repair technicians. This service provides first level assistance for YOUR RV with basic troubleshooting and common operational issues. It addresses concerns such as power problems, various appliance issues, slide out room retraction or extension, and much more. Prior to placing YOUR call to US, please be prepared to provide YOUR service contract number, located on the front of this CONTRACT, YOUR name, RV chassis type, year, make, & model; a brief description of the problem; and the location of YOUR RV. (Please note that YOU, or the operator performing the technical adjustments or modifications, do so at YOUR own risk.)

Motor club services are provided by Roadside Protect Inc. administrative offices, located at 1000 W. Irving Park Road, Suite 150, Itasca, IL 60143.

#### **COMMERCIAL COVERAGE | ONLY AVAILABLE ON NEW CONTRACT COVERAGE TERMS**

COMMERCIAL COVERAGE: "Commercial" must be identified in the Customer Information section of this VSC if YOUR RV is to be used for Commercial purposes, which includes but is not limited to: pick-up and delivery service, company pool use or business travel when the RV is used by more than one driver. Commercial Coverage is not available if the RV is used for livery (for rent or for hire), rental, snow plow, emergency, taxi or police usage. Any vehicle which has any of the following features is not eligible for Commercial Coverage: Four-Wheel Steering; 4X4 Truck; AWD Passenger Vehicle.

#### **TERMS AND CONDITIONS**

THIS VSC IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXTENSIONS, EXCEPTIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS VSC OR TO WAIVE ANY OF ITS PROVISIONS. THIS VSC IS FOR THE SOLE BENEFIT OF THE PURCHASER NAMED HEREIN AND APPLIES ONLY TO THE RV DESCRIBED IN THE CUSTOMER INFORMATION SECTION OF THIS VSC.

#### **DEFINITIONS:**

- ADMINISTRATOR: means the company appointed by US to administer this VSC, Sidecars, Inc.
- CONTRACT AND VSC: means this RV VEHICLE SERVICE CONTRACT (VSC). It is a VSC between YOU and US.
- CONTRACT PURCHASE DATE: means the date that YOU purchased this VSC. Once YOUR application has been accepted by US, YOUR coverage will be retroactive to this VSC PURCHASE DATE.
- COVERED PART, COMPONENT OR ITEM: means the ITEMS listed in the "WHAT IS COVERED" section of this VSC.
- DEDUCTIBLE: means the portion that YOU must pay for a covered repair, as indicated in the Customer Information section of this VSC.
- IN-SERVICE DATE: means the date the RV was first put into service, not the date YOU purchased YOUR RV. THE IN-SERVICE DATE DOES NOT APPLY TO USED RV COVERAGE.
- ISSUING PROVIDER: means Sidecars, Inc.
- MECHANICAL BREAKDOWN or FAILURE: means the inability of any COVERED PART(S), COMPONENT OR ITEM(S) to perform the function(s) for which it was designed due to defects in material or workmanship of that COVERED PART. MECHANICAL BREAKDOWN does not include the gradual reduction in operating performance due to normal wear and tear, where a FAILURE has not occurred. The manufacturer has established tolerances for the express purpose of defining FAILURE and serviceability. When specifications for COVERED COMPONENT(S) exceed these manufacturer's tolerances a FAILURE will be considered to have occurred.
- RV: means the RECREATIONAL VEHICLE (Motor Home or Towable/Box) described in the Customer Information section of this VSC. Travel trailer, fifth wheel, pop-up and truck camper are considered Towable/ Box units.
- SELLING DEALER: means the DEALER from whom YOU purchased this VSC.
- TOW VEHICLE: means any vehicle engaged in the act of towing YOUR RV.
- WE, US, OUR: means the Issuing Provider of this VSC.
- YOU, YOUR: means the purchaser of this VSC.

#### **A. OUR RESPONSIBILITIES**

WE agree to repair, replace or reimburse YOU for reasonable costs as determined by US and the coverage limits set forth in this CONTRACT, to repair or replace any of the COVERED COMPONENTS listed, if required due to a MECHANICAL BREAKDOWN or FAILURE of those COVERED COMPONENT(S). At OUR election WE will repair, or pay the cost of repair, or reimburse YOU for the cost of repair for any MECHANICAL BREAKDOWN or FAILURE of a COVERED PART pursuant to the terms and conditions as listed in this VSC. For coverage limitations see section "G. LIMITS OF LIABILITY".

#### **B. YOUR RESPONSIBILITIES**

To keep this VSC valid, YOU must have YOUR RV serviced as recommended by the RV manufacturer, with the following exceptions if different from the manufacturer's recommendation: engine oil and filter changes - gas motor home schedule; engine oil and filter services must be performed every six (6) months or 6,000 miles, whichever occurs first. On diesel motor homes follow the manufacturer's recommendations for oil and filter changes. If none are available to YOU, follow the "gas motor home schedule" outlined above. YOU must have the transmission fluid and filter changed, and the cooling system serviced, every 24 months or 30,000 miles, whichever comes first, unless more frequent intervals are recommended by the manufacturer, in which case YOU must follow the manufacturer's service recommendations. Auxiliary Generator must be serviced (oil, oil filter and air filter change) every 100 hours or 12 months, whichever occurs first. If requested, proof of required service including verifiable receipts showing date and mileage of the RV at the time of service must be presented in order to have repairs begun on YOUR RV. Service within 1,000 miles and/or 30 days of the manufacturer's recommended interval shall be considered compliant under the terms of this VSC.

Upon customary and reasonable notice of the occurrence of a MECHANICAL BREAKDOWN or FAILURE, YOU shall protect the RV from further damage, whether or not such MECHANICAL BREAKDOWN or FAILURE is covered by this VSC. Any operation of the RV that results in further damage, related to the original MECHANICAL BREAKDOWN or

FAILURE, shall be considered YOUR failure to protect the RV and shall not be covered under this VSC. YOU should safely pull YOUR RV off the road and shut off the engine immediately when either the oil warning light/gauge or the temperature warning light/gauge indicates a problem. YOU must give YOUR authorization to the repair facility for teardown to diagnose a problem. YOU may be required to supply the ADMINISTRATOR with all maintenance records for service performed on the RV, when the maintenance involved relates to the specific FAILURE or to verify odometer operation.

#### **C. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE**

1. In the event YOU have a MECHANICAL BREAKDOWN or FAILURE YOU may take YOUR RV to any licensed repair facility provided the RV has no remaining manufacturer's warranty. In the event the manufacturer's warranty is still in effect, YOU must return YOUR RV to an authorized representative of that manufacturer for repairs.
  2. YOU must provide verifiable proof of maintenance to the repair facility and a copy of this VSC upon OUR request. YOU are responsible for verifying that the repair facility obtains prior authorization from the ADMINISTRATOR prior to the commencement of any repairs. YOU must provide authorization to the repair facility for the teardown of any claimed failed COMPONENTS in order for us to inspect the RV and the failed COMPONENTS in a timely manner.
  3. Failure to provide authorization for teardown and/or the inspection of the RV and the failed COMPONENTS will result in the denial of YOUR claim. If the repairs are covered, so is the cost of the teardown; if the repairs are not covered neither is the cost of the teardown.
- Under certain conditions WE may require that YOU return the RV to the SELLING DEALER or a designated facility for repairs.

#### **D. WHAT IS NOT COVERED**

##### **1. MECHANICAL BREAKDOWN or FAILURE:**

- a. Payment for repairs may not be made without prior authorization from the ADMINISTRATOR;
- b. Damages or repairs as a result of preignition or detonation, regardless of cause;
- c. Caused by negligence, misuse, abuse or physical damage;
- d. Caused by a lack of maintenance and/or sludge;
- e. Caused by an external cause such as collision, fire, theft, freezing, vandalism, riot or explosion, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood;
- f. Tire damage due to traffic accident, improper inflation, overloading, dry rot, tread separation, defective tire or curb impact;
- g. Arising out of the FAILURE of an otherwise COVERED PART whose FAILURE has been determined by the ADMINISTRATOR to be affected by modifications and/ or alterations to the RV that do not meet the manufacturer's specifications, and have not been approved by the manufacturer's authorized representative. (Some examples: oversized tires, altered ignition system, disconnection of any emission control devices, headers, aftermarket electrical modifications to any system, fuel system modifications, suspension or steering system modifications);
- h. Related to optional RV feature ITEMS when the applicable ITEM in the Customer Information section has not been checked and the surcharge not remitted, unless the coverage is COMPLETECARE;
- i. Covered by warranty, repairer's guarantee, other service contract or insurance policy, regardless of whether each: can or cannot be honored or collected or is unavailable for any reason, including such entity or person providing the warranty, repairer's guaranty, other service contract or insurance policy has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such or person or such entity or person makes an assignment for the benefit of creditors;
- j. Of any part(s), component(s) or repair(s) described as covered by the manufacturer, distributor or importer's warranty for the term and mileage of such coverage at the time of first retail sale, regardless of whether such warranty for part(s), component(s) or repair(s): can or cannot be honored or collected or is invalidated for any reason, including if the manufacturer, distributor or importer has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or such entity makes an assignment for the benefit of creditors;
- k. If YOUR RV is used for pick up and delivery service, livery (for rent or for hire), rental, taxi, snow plowing, police or emergency vehicle;
- l. RVs owned by a nonprofit organization which are used for otherwise commercial purposes, company pool RVs or other commercial use of any kind unless Commercial Coverage is indicated in the Customer Information section of this VSC;
- m. If YOUR RV is used for racing on or off road, competition or speed contest;
- n. If YOUR RV is used for towing a trailer in excess of 2,000 pounds, unless equipped with a factory approved towing kit and the weight of the trailer does not exceed manufacturer's specifications;
- o. Where it is determined that the odometer has been inaccurate, inoperative or altered so that the RV'S true mileage cannot be verified;
- p. That is a direct result of a mechanical or structural defect when the manufacturer, distributor or importer has announced a public recall for the purpose of correcting such defect regardless of whether the manufacturer, distributor or importer can or cannot honor or correct such recalled defect or is unavailable for any reason, including such entity or person providing the public recall has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors;
- q. Due to continued operation and failure to protect the RV from further damage after an initial FAILURE has occurred;
- r. Of a COVERED PART damaged by a non-covered part;
- s. Of a non-covered part damaged by a COVERED PART (UNLESS YOU purchase COMPLETECARE);
- t. Of a COVERED PART which is damaged by or as a result of sludge, fuel or lubricant contamination, rust or corrosion, regardless of cause;
- u. Of a COVERED PART which is damaged by contamination of any kind, rust or corrosion;
- v. Due to any pre-existing condition(s) or that occurs prior to this VSC'S purchase/effective date;
- w. That occurs after this VSC'S expiration date;
- x. Due to continued operation and failure to protect the RV or any COVERED ITEM(S) from further damage caused by the loss of necessary coolants or lubricants;

y. Due to lack of lubrication from sludge or varnish, regardless of cause;

z. Of factory and non-factory installed flat screen plasma televisions;

aa. Of all wood, fabric and plastic walls and panels including AC shroud;

ab. Of any leaks of windows, roofs and joints;

ac. Slideout weather seals, gaskets and moldings;

ad. Of body panels;

ae. Of canvas, vinyl, or fabric;

af. Of fiberglass top, tub, shower, shower pan;

ag. Of frame or structural separation;

ah. Of metal supports;

ai. Of any repositioning, refitting or realigning;

aj. Of buttons, handles, door hinges;

ak. Of repair of any parts used, added or replaced during a covered repair which are not necessary to the completion of the covered repair or were not damaged by the FAILURE of a COVERED PART. Such replacement is considered betterment and is not covered by this VSC;

al. Of any part not covered by, or excluded by the original RV manufacturer's warranty;

am. Of any of the following repairs or replacements: squeaking of floors, uneven floors, bowed walls or ceilings, warping or cracking of floors, walls, ceiling or wood framing;

an. Of any deficiency in finish carpentry, woodwork, millwork, louvers, vents, siding, roofing materials, sealants, sheet metal, windows, doors, hardware, weather-stripping, seals, glazing, delamination, discoloration of any material, hard surface flooring, resilient flooring, finished wood flooring, carpentry, ceiling materials, paint finishes, wall covering, cabinets, vanities, bedding, mattresses, window shades, treatments and draperies and furniture;

ao. Of any repair or replacement to rollers, racks or shelves, door hinges, baskets, buckets, glass, handles, knobs or dials;

ap. Of solar panels;

aq. Of GPS Units;

ar. Of trailer hitch assembly, wiring and inverter;

as. Of water damage of any kind, regardless of cause;

at. Equipment installed specifically for commercial purposes.

2. Loss of time, loss of use, inconvenience, bodily injury, property damage or other incidental or consequential damage that results from MECHANICAL BREAKDOWN or FAILURE.

3. Storage or freight charges.

4. Repair or replacement of any part(s) not specifically listed as covered by this VSC.

5. The cost of teardown, disassembly or assembly if coverage cannot be applied.

6. Diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.

7. Other maintenance services and parts described in the manufacturer's maintenance schedule for the covered RV.

8. Other Parts not covered:

a. Non-factory-installed or non-factory-authorized CD players, graphic equalizers, telephones, CBs, televisions, VCRs, VCSs, AM/FM/MX radios, cassette players and speakers or other non-factory authorized equipment.

b. Any COMPONENT(S) otherwise covered by this VSC that were not installed at the time this VSC was purchased.

c. Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, exhaust system, catalytic converter, brake drums, MacPherson strut cartridge insert shock absorbers, freeze plugs, batteries, battery cables, lenses, light bulbs, sealed beams, glass, wheel covers, wheels, interior trim, throttle body assembly, manual clutch components, doors windows, hatches, skylights, glass.

d. Water damage to any component regardless of cause.

e. Maintenance items/procedures to include, but not limited to the following: engine tune-ups, spark plugs, spark plug wires, glow plugs, filters, brake pads, brake shoes, brakelinings, brake rotor, suspension alignment, wheel balancing, all hoses, belts and wiper blades, weather-stripping, body seals and gaskets, non-factory-authorized appliances.

f. Unless required as part of a covered repair: coolants, lubricants, fluids and gases. Repair of valves and/or rings for the sole purpose of raising the engine's compression when a MECHANICAL BREAKDOWN or FAILURE has not occurred.

10. Additional loss or damage which is occasioned by this VSC holder or operator's failure to use all reasonable precautions to protect the RV from any further loss or damage after a MECHANICAL BREAKDOWN or FAILURE has occurred.

11. Adjustments of any kind if not a part of a covered repair.

12. Any costs if verifiable receipts as required under section "B. YOUR RESPONSIBILITIES" are not furnished upon request

13. Any repairs for which proof of purchase/ verifiable receipts are not furnished.

14. Any parts or components that were not factory-installed or factory-authorized.

#### **E. CONTRACT PERIOD**

Application Acceptance. This Recreational VEHICLE Service CONTRACT is an application for coverage under a VSC. Upon acceptance by the ADMINISTRATOR, this application, along with the Customer Information Page becomes this VSC and CONTRACT coverage is retroactive to this CONTRACT PURCHASE DATE. In the event YOUR application is not accepted, YOU will receive a refund of this VSC purchase price from the SELLING DEALER or ADMINISTRATOR. Nothing herein guarantees acceptance of this application.

#### **1. NEW CONTRACT COVERAGE PERIOD**

a. Motor Home time and mileage limits of the term selected start the day the RV is first put IN-SERVICE by the original owner and at ZERO (0) MILES. Coverage expires when the length of time or accumulated mileage (whichever comes first) of the term selected is reached.

b. Towable/Box time limit of the term selected starts on the day the RV is first put IN-SERVICE. Coverage expires when the length of time of the term selected is reached. Mileage limits do not apply.

#### **2. USED CONTRACT COVERAGE PERIOD**

a. Motor Home time and mileage limits of the term selected start on the CONTRACT PURCHASE DATE and from the mileage on the odometer on that date. Coverage expires when the length of time of the term selected is reached or total mileage on the RV is equal to the sum of the selected mileage plus the stated mileage on the RV at the CONTRACT PURCHASE DATE, whichever comes first.

b. Towable/Box time limit of the term selected starts on the CONTRACT PURCHASE DATE. Coverage expires when the length of time of the term selected is reached. Mileage limits do not apply.

#### **3. TERRITORY**

This VSC applies only to a MECHANICAL BREAKDOWN or FAILURE occurring within the United States or Canada.

#### **4. LIMITS OF LIABILITY**

Liability shall be limited to the reasonable price for repair or replacement of any COVERED PART, not to exceed the manufacturer's suggested retail price for that PART. The "reasonable price" for repair or replacement is based upon the nationally recognized flat rate or factory manuals. Replacement may be made with parts of like kind and quality. In no event will the liability for each MECHANICAL BREAKDOWN or FAILURE under this VSC, exceed the then current average retail value of the RV or \$25,000, whichever is lesser, immediately preceding the MECHANICAL BREAKDOWN or FAILURE. Additionally, the total of all benefits payable during the CONTRACT PERIOD, as defined in section E, shall never exceed the RV purchase price which is listed in the Customer Information section of this VSC, or \$150,000, whichever is less.

#### **5. SUBROGATION**

YOU are entitled to complete reimbursement for YOUR loss before the ADMINISTRATOR is entitled to subrogation proceeds. YOU agree that WE, after honoring a claim on YOUR VSC, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights, and YOU shall execute and deliver to US instruments and papers required to secure such rights. All amounts recovered by YOU for which YOU were previously reimbursed under this VSC shall become OUR property or the property of OUR designee and shall be forwarded to same by YOU, up to the total amount paid by US, under this VSC, except that YOU must be made whole before WE may retain any amounts WE have recovered.

#### **6. ARBITRATION PROVISION**

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR VSC AND YOUR DEALINGS WITH US OR THIS VSC ADMINISTRATOR, OR BOTH, MUST BE RESOLVED THROUGH BINDING ARBITRATION PROVIDED ALL PARTIES MUTUALLY AGREE AT THE TIME OF THE DISPUTE OR CLAIM.

1. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, YOU, WE and the ADMINISTRATOR (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration provided all Parties mutually agree at the time of the dispute or Claim. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration provided all Parties mutually agree at the time of the dispute or Claim. The Parties agree and acknowledge that YOUR purchase of this VSC affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.

2. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this VSC by binding arbitration provided all Parties mutually agree at the time of the dispute or Claim, including but not limited to Claims related to the sale of this VSC and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this VSC, 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 this VSC between or among the Parties.

3. The arbitration shall be administered by JAMS, The Resolution Experts' ("JAMS") or the American Arbitration Association ("AAA") as mutually agreed upon by the Parties. The arbitration shall be governed pursuant to the JAMS or AAA Rules and Procedures or other applicable JAMS or AAA rules or procedures ("Code"), except to the extent the Code or other applicable rules or procedures conflicts with this Arbitration Provision. The arbitration will take place before a single, neutral arbitrator selected in accordance with the AAA or JAMS Code in effect at the time the arbitration is commenced. YOU have a right to attend the arbitration hearing in person. Any hearing for the arbitration will be held in the county that YOU live in, the closest AAA or JAMS location to YOUR residence or another mutually-agreed-upon hearing location. For information about how to initiate arbitration with JAMS, the Parties shall refer to the JAMS Code and forms at [www.jamsadr.com](http://www.jamsadr.com) or call (800) 352-5267. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879.

4. If YOU initiate arbitration with AAA, YOU must pay any AAA filing fee and/or arbitrator's fee in effect at the time YOU initiate arbitration. If YOU initiate arbitration with JAMS, YOU must pay YOUR arbitration fees up to a maximum of \$250. WE will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses or JAMS Case Management Fee and all remaining, reasonable professional fees for the arbitrator's services. If WE initiate arbitration against YOU, WE will pay YOUR filing fee and all costs associated with the arbitration. Each Party shall bear the expense of that Party's attorneys, expert witnesses and other witnesses, regardless of which party prevails in the arbitration. To the extent that applicable law or rules or regulations permit the recovery of attorneys' fees or other costs or expenses by a prevailing Party, this Arbitration Provision does not limit such recovery.

5. 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.

6. 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 rather than in arbitration.

7. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable.

8. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this VSC or any prior agreement, this Arbitration Provision governs

#### **J. TRANSFER OF THIS CONTRACT**

Contact the ADMINISTRATOR and submit the following:

1. A letter requesting that WE transfer this VSC to the new owner.
2. \$50 transfer fee.
3. A copy of this VSC, if requested.
4. Written evidence verifying all maintenance requirements have been met.
5. A copy of documentation evidencing change of ownership and mileage at date of sale.
6. Photocopies of documents sent to the manufacturer verifying transference of factory warranty, if applicable.

Additional Transfer Conditions:

1. This VSC cannot be transferred to another RV. It can only be transferred to a different private owner of the same RV.
2. The RV is subject to inspection upon a transfer.
3. Transfer must take place within 30 days of change of ownership.
4. YOU are prohibited from transferring this VSC to a vehicle dealer or to the customer of a vehicle dealer.
5. CONTRACTS on leased RVs cannot be transferred, unless original lessee is purchasing their leased RV.
6. All remaining underlying warranties to the RV must be transferred to the new owner.

#### **K. RENEWAL OF COVERAGE**

YOU may purchase another contract for the RV identified in the Customer Information section of this VSC prior to the expiration of this VSC, subject to the following:

1. The RV is eligible for whichever term YOUR RV qualifies for under then-current underwriting guidelines.
2. Renewal of Coverage is requested by YOU in writing to the ADMINISTRATOR prior to 15 days and 1,000 miles before expiration of this VSC. See section "E. CONTRACT PERIOD" to determine when this VSC expires.
3. YOU must provide US with verifiable service records indicating proper maintenance to the RV has been performed.
4. The RV is made available for inspection, if requested by US or the ADMINISTRATOR.

#### **L. CANCELLATION**

YOU may cancel this VSC by notifying the SELLING DEALER or the ADMINISTRATOR in writing and by submitting the following documents and information:

1. This VSC.
2. A Federal Odometer Statement or notarized affidavit verifying mileage at the time of request.
3. IF REPOSSESSED: supply copy of repossession papers.
4. IF TOTALED: supply copy of insurance company's verification of loss.
5. IF LIEN HAS BEEN PAID: supply discharge of lien from lienholder.

YOU may return this VSC within 30 days of the VSC PURCHASE DATE. If no claim has been made, this VSC shall be void, and WE shall refund to YOU the full purchase price of this VSC. A ten percent (10%) penalty per month shall be added to a refund not paid within 45 days of the return of this VSC to the provider. The full refund applies only to the original purchaser of this VSC under the above provisions. After 30 days, or if a claim has been made, YOU will receive a pro rata refund based on the greater of days in force or the miles driven related to the term of this VSC, minus a cancellation fee of ten percent (10%) of this VSC purchase price or \$50, whichever is less. Any pro rata cancellation refund due under this VSC will be calculated using the date WE receive a cancellation request from YOU or YOUR authorized representative. In the event YOU no longer own the RV and provide documentation to US within 60 days of the ownership change, YOUR VSC will be cancelled effective the date YOU no longer own the RV. In the event of a total loss of the RV covered by this VSC not covered by a replacement of the RV pursuant to the terms of this VSC, YOU may cancel this VSC and receive a pro rata refund of the unearned VSC purchase price, minus a cancellation fee of ten percent (10%) of this VSC purchase price or \$50, whichever is less. In the event the cost of this VSC is part of a retail sales contract, any lender shall be additionally named on any refund check (unless the cancellation is accompanied by a discharge of lien). In the case of a repossession or total loss, then the lender shall have the right to cancel this VSC effective the date YOUR RV was repossessed or totaled and shall be the sole payee of any refund check. CANCELLATION REFUND- SWILL BE PAID BY US.

WE will not cancel YOUR VSC except for YOUR material misrepresentation to US or OUR ADMINISTRATOR, YOUR substantial breach of duties relating to the RV or its use or for YOUR failure to pay for this VSC. If WE cancel YOUR VSC, WE will provide YOU with a five (5) day notice stating the effective date and reason for OUR cancellation. If WE cancel for a reason other than non-payment, YOU will receive a pro rata refund based on the greater of days in force or the miles driven related to the term of this VSC, minus a cancellation fee of ten percent (10%) of the VSC purchase price or \$50, whichever is less.

#### **M. INSURANCE**

OUR obligations to YOU under this VSC are insured under a service contract reimbursement insurance policy issued by Southern Insurance Company, [10751 Deerwood Park Blvd, Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738] except in California, Georgia, New York, and Wisconsin.

In California, 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 California Department of Insurance at (800) 927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

In Georgia, OUR obligations under this VSC are insured under an insurance policy issued by the Insurance Company of the South, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

In New York and Wisconsin, OUR obligations under this VSC are insured under an insurance policy issued by Blue Ridge Indemnity Company, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

If the Provider fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, or if the Provider becomes insolvent or ceases to conduct business during the term of this VSC, YOU may file a direct claim with Lyndon Southern Insurance Company, or Blue Ridge Indemnity Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or application containing false, incomplete or misleading information will be prosecuted to the full extent of the law.

PLEASE CALL CUSTOMER SERVICE AT (888) 800-2251 SHOULD YOU HAVE A CHANGE OF MAILING ADDRESS, E-MAIL ADDRESS OR TELEPHONE NUMBER.

PAYMENT FOR REPAIRS MAY NOT BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION C. 2.

## STATE AMENDMENTS

Illinois:

In the Terms and Conditions section of this Contract, section C. entitled In Case of Mechanical Breakdown or Failure is amended to add the following paragraph 4.:

4. Emergency repairs, done outside of working hours, may be submitted to Our customer service department with a letter of explanation for payment consideration. If it is determined that a covered component has failed and the estimate for the repair is agreed upon by Our adjuster, an authorization number will be issued by the Administrator. The amount authorized by the Administrator is the maximum amount that will be paid by Us for repairs covered under the terms of this Contract.

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

CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this VSC by submitting a written request to the SELLING DEALER or the ADMINISTRATOR containing a copy of Your VSC and the current mileage on Your rv. During the first thirty (30) days from the VSC Purchase Date, We or the SELLING DEALER will refund You one hundred percent (100%) of the VSC Purchase Price, less any claims paid on Your VSC. After the first thirty (30) days from VSC Purchase Date, We or the SELLING DEALER will refund You a pro-rated amount of the VSC Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the VSC Purchase Price or fifty dollars (\$50). If You are the original VSC holder and You cancel this VSC within thirty (30) days of the original VSC Purchase Date, We, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which We shall add to the amount of the refund that is not made within forty-five (45) days of return of this VSC to Us. You may cancel this VSC at any time in the event of total loss of property covered by this VSC that is not covered by a replacement of the property pursuant to the terms of the VSC. We or the SELLING DEALER will refund You a pro-rated amount of the VSC Purchase Price less any claims paid on Your VSC. We may cancel this VSC for material misrepresentation or fraud at time of sale, substantial breach of duties by the VSC holder relating to VSC coverage, or non-payment of VSC Purchase Price. If We cancel this VSC, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If We cancel this VSC, We or the SELLING DEALER will refund You one hundred percent (100%) of the VSC Purchase Price, less any claims paid on Your VSC.

ARBITRATION does not apply in Wisconsin.

In the Terms and Conditions section of this Contract, section C. entitled In Case of Mechanical Breakdown or Failure is amended to add the following paragraph 4.:

4. Emergency repairs, done outside of working hours, may be submitted to Our customer service department with a letter of explanation for payment consideration. If it is determined that a covered component has failed and the estimate for the repair is agreed upon by Our adjuster, an authorization number will be issued by the Administrator. The amount authorized by the Administrator is the maximum amount that will be paid by Us for repairs covered under the terms of this Contract.

SAMPLE