

TERMS AND CONDITIONS

A. NOTICE

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

B. DEFINITIONS

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

1. **Administrator** - Strategic Administration Group, P.O. Box 161126, Fort Worth, TX 76161 at (877) 938-3332.
2. **Breakdown** - The failure of a defective part as supplied by the Manufacturer or Dealer outside of the allowable tolerances prescribed by the manufacturer.
3. **Failure** - means the inability of an original or like replacement part covered by this **Agreement** to function in normal service.
4. **Wear and Tear** - The gradual reduction of operating performance. **Claim** - A demand by **You** for benefits under this **Service Agreement**. A visit/claim may have more than one Covered Repair.
5. **Commercial Use** - Any **Unit**, regardless of registration type, used solely or partially for the generation of income.
6. **Covered Parts** - The parts listed in the **Schedule of Coverages** section of this **Service Agreement** for the **Plan** selected.
7. **Declaration Page** - The numbered document executed by **You** which must be attached to this **Service Agreement**. It lists information regarding the **Unit** to be covered, **Service Agreement** Terms and Conditions, and other vital information.
8. **Deductible** - The amount **You** are required to pay, as shown on the **Declaration Page**, toward the total cost for the repair or replacement of **Covered Parts** per visit/claim made.
9. **In-Service Date** - The date on which the **Unit** was first purchased by the original owner, if known. **Units** for which the original purchase date is not known, it shall be January 1st of the **Unit** model year.
10. **Plan** - Refers to the **Plan and** term selected by **You** as shown on the **Declaration Page** of this **Service Agreement**.
11. **Obligor (We, Us, Our)** - Strategic Administration Group P.O. Box 161126 Fort Worth, Texas 76161 at (877) 938-3332.
12. **Repair Facility** - A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by the **Administrator** to perform repair services under this **Service Agreement**.
13. **Schedule of Coverages** - A part to this **Agreement** that outlines the coverage of the **Plan** selected by **You** as shown on the **Declaration Page** of this **Agreement** and lists the **Covered Part(s)**.
14. **Service Agreement (the "Agreement")** - This **Agreement**, which **You** have purchased for the **Unit** described on the **Declaration Page**.
15. **Tow Vehicle** - A vehicle that is in the process of being towed by the **Unit**.
16. **Unit** - The **Unit** described on the **Declaration Page** that is covered under this **Agreement**.
 - a. **New Unit** - A **Unit** that is covered by the manufacturer's coverage **New Unit** warranty at the time this **Agreement** is purchased and does not refer to whether or not the **New Unit** has been previously owned, sold or titled.
 - b. **Pre-Owned Unit** - A **Unit** that does not meet the definition of a **New Unit** and does not refer to whether or not the **Pre-Owned Unit** has been previously owned, sold, or titled.
17. **You, Your** - The **Agreement** Holder shown on the **Declaration Page** or the person to whom the **Agreement** was properly transferred.
18. **Seals and Gaskets** - Seals and gaskets alone are only covered on Total and Complete coverages.
19. **Full Time Use** - The Unit is used as a primary residence for six (6) months or more out of a twelve (12) month period.
20. **Wear and Tear - Coverage** will be extended to all **Covered Parts** and components that suffered a **Breakdown** as a result of "**Wear**" and/or "**Tear**" unless otherwise listed under the **Exclusions** section of this **Agreement**.

C. GENERAL PROVISIONS

1. **Coverage:** The **Plan** and term selected by **You** on the **Declaration Page** along with the Terms and Conditions of this **Agreement** determine **Your** coverage. **We** will pay for the reasonable costs to repair or replace any of the **Covered Parts** listed in the **Schedule of Coverages** section which cause a **Breakdown**, less any **Deductible**, and will pay for the Additional Benefits listed in the Additional Benefits section specific to **Your Unit**, provided **You** comply with all of the Terms and Conditions of this **Agreement**. **Repairs may be completed with parts of like kind and quality**. Please see the **Schedule of Coverages** section for a detailed list of Covered Parts and to determine the coverage, applicable to Your Plan. All covered parts must be functioning properly at the time of the sale of this **Agreement**. Please refer to the **Guide To Filing A Claim** section of this **Agreement** for Claims instructions.
2. **Deductible:** **We** will pay the portion of the expense for a covered repair that is in excess of the **Deductible** selected on the **Declaration Page** of this **Agreement**.
3. **Limits of Liability:**
 - a. **Single Claim Limit:** Our liability with respect to any one **Claim** is limited to the cost to repair or replace any **Covered Parts** (not to exceed MSRP) labor rates not to exceed the average rate within the local area and labor times as posted in Spader or Mitchell labor guides. Repairs may be completed with parts of like, kind and quality, commensurate with the age of

the **Unit** at the time the parts failed, as customarily used in the RV industry, less any **Deductible**. Furthermore, in no event shall **Our** liability exceed the cost necessary to correct the actual cause of the **Breakdown**.

- b. **Aggregate Claim Limit:** Our liability with respect to the total of all benefits paid or payable while this **Agreement** is in force shall not exceed the lesser of:

- 1) Seventy-Five Thousand Dollars (\$75,000.00);
- 2) Unit Purchase Price, as shown on the Declaration Page of this Agreement; or
- 3) NADA current value of the Unit immediately prior to the Breakdown.

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

D. MOTOR HOME SCHEDULE OF COVERAGES

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

BASIC COVERAGE

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

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

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

PLUS COVERAGE (INCLUDES BASIC COVERAGE)

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

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

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

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

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

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

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

TOTAL COVERAGE (INCLUDES BASIC AND PLUS COVERAGE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLETE COVERAGE

Covers all parts of the Unit except:

- a. Parts listed under the Exclusions section of this Agreement.
- b. Parts covered under the manufacturer's warranty, special policies, or recalls
- c. Optional Coverages listed in Section F of this agreement unless the surcharge for the Optional Coverage has been paid.

E. TOWABLE RV AND COACH ONLY SCHEDULE OF COVERAGES

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

TOTAL COVERAGE

Suspension Components: Leaf and coil springs, shackles and bushings and rubber suspension springs. (not available for Coach Only)

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

Fresh/Waste Water System Components: Hot water tank, burner assembly, thermostat, thermocouple, gas valve, electronic ignition assembly, PC board, diesel/electric heating system, shower assembly, toilet, sink, holding tanks, gate valves, macerator pump, water pump, faucets, traps, fittings and water lines. **Roof/Basement Air Conditioning Components:** Compressor, evaporator, condenser, capacitors, relays, thermostat, heat strips, expansion valve, control module and panel, reversing valve, blower fan and motor and PC board, and ceiling ventilation fans and motors. **Kitchen Center Components:** Range/oven burner assembly, burner valves, refrigerator/freezer, microwave, convection oven, thermostat, thermocouple, burner, igniter and PC board.

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

Heating System Components: Furnace igniter, burner assembly, gas valve, gas leak detector, thermostat, thermocouple, blower motor, and PC Board. **Generator/Power Plant Components:** Power plant engine block and cylinder heads, if damaged as a result of the failure of an internally-lubricated part. All internally-lubricated parts contained within the power plant engine. Alternator, starter, manually-operated switches, voltage regulator, power converter-inverter, PC boards, fuel pump and hour meter.

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

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

Entertainment Components (factory/dealer installed only): Stereo receiver, tuner, CD player, DVD player, satellite system, 55" inch or smaller television set(s), television antenna and rotator.

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

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

Power Step Components: Power step, lines, fittings, cylinders, worm gears, electrical switches and wiring harness, entry door floor motor and mechanism. **Leveling System Components:** Factory-installed electric/hydraulic leveling jacks, controller, electrical switches and wiring harness.

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

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

COMPLETE COVERAGE

Covers all parts of the Unit except;

- a. Suspension and Brake components are excluded from Coach Only Coverage
- b. Parts listed under the Exclusions section of this Agreement.
- c. Parts covered under the manufacturer's warranty, special policies, or recalls.
- d. Optional Coverages listed in Section F of this agreement unless the surcharge for the Optional Coverage has been paid.

F. OPTIONAL COVERAGES

1. **Power Surge Coverage:** In the event **You** selected and purchased the **Power Surge Coverage** option, as show on the **Declaration Page** of this **Agreement**, **We** will provide coverage for damage to covered electrical parts caused by a power surge, up to a maximum aggregate of twenty five hundred dollars (\$2,500). A power surge is defined as an external unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit; a voltage spike.
2. **Commercial Use Coverage (for Towable and Coach Units, New Plans only):** In the event that **You** selected and purchased the **Commercial Use** option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for those **Units** defined as **Commercial Use Units**. If the **Unit** is registered in the name of a business, the optional **Commercial Use** surcharge must be paid at time of purchase, regardless of whether or not the **Unit** is being used for commercial purposes.
3. **Consequential Loss Coverage:** In the event **You** selected and purchased the Consequential Loss Coverage option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for the repair of a **Covered Part** if the failure of the **Covered Part** was caused by the action or inaction of a non-covered part.
4. **Mobile Service Calls:** **We** will provide coverage in the event of a covered Breakdown of **Your Vehicle** and in addition to the normal parts and labor charges, **You** will be reimbursed up to three hundred dollars (\$300.00) per occurrence for reasonable mobile service call charges. This cannot be combined with the towing reimbursement.
5. **Tire and Wheel Road Hazard Coverage (not available for Coach Only):** In the event **You** selected and purchased the Tire and Wheel Road Hazard option, as shown on the Schedule, **We** will provide coverage for the **Unit** and **Your Tow Vehicle** when a tire or wheel is damaged due to a covered road hazard. Coverage for the Tow Vehicle is dependent on Your Tow Vehicle being hooked up to the **Unit** at the time of the road hazard or for road hazards incurred while **You** are camping with **Your Unit** more than one hundred miles (100) away from **Your** home. Common road hazards include debris on the road surface such as nails, glass, potholes, rocks, tree limbs or any other objects or conditions not normally found in the roadway. **NOTE:** Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones

or construction sites will NOT be considered a covered road hazard. Damages from these conditions or any accident should be reported to **Your Unit** or Tow Vehicle's physical damage insurance company. Coverage includes the cost to repair or replace the tire and/or wheel, using fair market value of the replaced tire and/or wheel, mounting, valve stems, balancing, taxes, and customary labor charges. The Tire and Wheel Road Hazard option is not subject to the General Provisions, Deductible, Limits of Liability or Guide To Filing A Claim sections of this Agreement.

Call the Administrator shown on the Schedule, prior to any repairs, to report a damaged tire or wheel and to obtain an authorization number.

- a. Tire Repair:** We will reimburse **You** for the actual cost to repair a flat tire caused by a covered road hazard. The repair will be performed using the inflated spare tire for the **Unit** or the Tow Vehicle. If an inflated spare tire is unavailable, the **Unit** or Tow Vehicle will be towed to the nearest Repair Facility for tire repair.
- b. Tire Replacement:** We will reimburse **You** for the cost to replace a tire irreparably damaged due to a covered road hazard. Reimbursement cost includes charges for mounting, balancing and valve stems. Benefits apply to replacement tires for the duration of this Agreement. Aggregate benefits for the duration of this Agreement are limited to four (4) occurrences.
- c. Wheel/Rims:** We will reimburse **You** for the cost to repair or replace a wheel rendered unserviceable due to a covered road hazard. Wheel inspection may be required for a Claim approval. Aggregate benefits for the duration of this Agreement are limited to four (4) occurrences.
- d. Taxes:** We will reimburse **You** for the cost of any applicable taxes.

Prior notification is required before any tire or wheel is repaired or replaced. Within thirty (30) days of an incident, send a copy of the repair or replacement invoice, including authorization number, tread depth of damaged tire, detailed description, cause of the damage, photograph(s) of the damaged tire or wheel and any other information reasonably requested, including Department of Transportation numbers of original tires and new ones installed, to the Administrator.

Tire and Wheel Road Hazard coverage for the Unit and the Tow Vehicle is subject to the exclusions described in the Exclusions section of this Agreement, as applicable. Damages and costs resulting from or falling within any of the following descriptions are also excluded from coverage: resulting from chain damage or use on a construction site; resulting from collision with a curb, object or another vehicle; resulting from improper or inadequate maintenance, including misalignment, suspension problems, improper tire inflation; mechanical issues resulting in abnormal wear and tear, dry rot, salt water exposure or tire(s) worn to less than 3/32 inch tread depth; tires or wheels that are oversized or otherwise inconsistent with manufacturer's recommendations; tires or wheels transferred from another Unit or vehicle; damage that does not affect performance or safety, such as sidewall rim pinches or bruises; damage covered by any other insurance, warranty or service contract; and Consequential Losses or damages.

G. EMERGENCY ROADSIDE ASSISTANCE SERVICE

FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE, YOU MUST CALL (800) 308-5604

All benefits are subject to the limitations listed below. **You** must contact **Quest Towing Inc., Quest Towing Services, RV Quest, LLC, or Quest Motor Club of California**, (hereinafter referred to as "**Club**") first to dispatch services. The **Club**, will provide 24-Hour emergency dispatch service, just call the **TOLL- FREE NUMBER (800) 308-5604** and a service vehicle will be dispatched to **Your** location. Important: Please be with **Your Vehicle** when the service provider arrives, as they cannot service an unattended vehicle.

In the event that roadside assistance service is not obtainable through the **Club**, **You** will receive a reimbursement of payment made by **You** according to the coverage limits outlined herein. To receive reimbursement of services **You** must first contact the **Club** for authorization of service. The **Club** will cover only one wrecker charge or service call per disablement. **You** must be present at time of the disablement to validate the claim. Assistance from a private citizen or services of a family member in the wrecker or repair business is not reimbursable.

WHAT/WHO IS COVERED: **You** are covered when using, driving, or towing **Your Covered Vehicle**. The following non-accident related services are available:

- **TOWING:** **Your Vehicle** will be towed to the nearest qualified repair center or repair center of **Your** choice, within the same distance from **Your** current location, up to the **Vehicle** type limit, as listed below. Towing services may only be used in the event of an emergency roadside event or a mechanical breakdown within a campground or RV Park.
- **RV Motorized** – Benefit limit of \$500 for Towing, \$250 for all other services
- **Towables** – Benefit limit of \$300 for Towing, \$150 for all other services, covers the Tow Vehicle while pulling a Towable.
- **LOCKOUTS:** If **You** are locked out of **Your Covered Vehicle**, **We** will deliver locksmith services to **Your Vehicle** and provide assistance in the opening of **Your** locked **Vehicle**, and/or obtaining a replacement key, up to the **Vehicle** type limit. **You** must contact our toll-free dispatch service for assistance. If **You** call **Us** and **We** cannot dispatch service, Our telephone representative will authorize **You** to call a local service provider and will give **You** an authorization number. **You** may then call the service provider of **Your** choice and pay directly for services. **You** will be reimbursed for any charges directly related to the lockout event up to the **Vehicle** type limit.

- **TIRE SERVICE:** We will change your flat tire with **Your** inflated spare up to the **Vehicle** type limit.
- **BATTERY SERVICE:** A jumpstart will be applied to start Your Vehicle at the point of disablement, up to the **Vehicle** type limit.
- **FLUID DELIVERY:** An emergency supply of gasoline, diesel, diesel exhaust fluid, oil, water, or other materials or parts will be delivered to a Member's Vehicle in cases of immediate need, up to the **Vehicle** type limit. Members are responsible for the cost of the liquids, parts, or materials delivered.
- **Winching:** We will extricate **Your Vehicle** from a ditch, snow, mud, or sand. The RV must be within 100 ft of a properly maintained road. This benefit will provide extrication serves up to the benefit of one (1) extraction vehicle for two (2) hours or two (2) extraction Vehicles for one (1) hour. This benefit cannot be used for everyday snow removal. Service providers must have a safe and solid position from which to work. Services will be provided, up to the **Vehicle** type limit.

Up to three (3) uses per membership year. Up to one (1) use within any 72-hour period.

The following items are not included as part of the Roadside Assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around the Vehicle, tire repair, extrication or winching, motorcycles, trucks over one-and-a-half-

ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service provider or garage; vehicle storage charges; a second tow for the same disablement. Service on a Vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the Vehicle if towed or serviced. Towing or service on roads not regulatory maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a Vehicle in need of routine maintenance or repair.

H. GUIDE TO FILING A CLAIM

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

I. OPTION TO RENEW AGREEMENT

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

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

J. TRANSFER OF YOUR AGREEMENT

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

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

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

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

K. CANCELLATION OF YOUR AGREEMENT

1. **You** may cancel this **Agreement** at any time. To cancel, **You** must submit a written request and return this **Agreement** to the selling dealer or, if necessary, directly to the **Administrator**. An odometer statement indicating the odometer reading at the date of the request and a signed cancellation request form will be required to process **Your** refund. If this **Agreement** is canceled within the first sixty (60) days, **You** will be refunded the entire **Agreement** Purchase Price less any **Claim(s)** paid. If this **Agreement** is canceled after the first sixty (60) days, **You** will be refunded an amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the **Plan** selected and the date coverage begins, less any **Claim(s)** paid and a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. The right to cancel this **Agreement** is non-transferable and shall only apply to the original **Agreement** Holder.
2. **We** may cancel this **Agreement** for nonpayment of the **Agreement** Purchase Price, or for a material misrepresentation made in obtaining this **Agreement** or in the submission of a **Claim**, or in the event **Your Unit** is modified/altered as listed in the **Agreement** Exclusions or is used in a manner excluded by the **Agreement**. If this **Agreement** is canceled by **Us**, **We** will refund an amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the **Plan** selected and the date coverage begins. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the **Agreement** Holder at the last known address at least 5 days before the effective date of the cancellation.
3. If **Your Unit** and this **Agreement** have been financed, the Lienholder shown on the **Declaration Page** may cancel this **Agreement** for nonpayment or if **Your Unit** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Agreement** to the Lienholder or otherwise entitle the Lienholder to performance under this **Agreement**.

L. EXCLUSIONS

THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR REPAIR IF:

1. Any claims, claims papers, invoices or repair orders received after sixty (60) days from the authorization date will result in a claim denial; repairs that have been performed and not authorized by the administrator will result in a claim denial.
2. Any failures caused by a condition that existed prior to the purchase of this agreement will result in a claim denial.
3. Software installation, software flashes, software upgrades or software enhancements; telecom wiring, internet wiring, cellular phones, personal computers and/or tablets.
4. Any diagnostic or tear down charges not associated with an authorized claim.
5. Breakdowns outside the continental United States of America, Alaska, and Canada.
6. The Unit has been used for hauling trailers or tow vehicles in excess of the Manufacturer's rated capacity; any failures resulting from exceeding the manufactures' rated weight capacity.
7. Damage to the vehicle being towed by the Unit, if any, regardless of the damage being caused by the failure of a covered part; damages sustained to the Unit as the result of any tow vehicle, tow assist products and/or tow bars for any reason; hauling trailers or tow vehicles without suitable equipment.
8. Safety restraint systems of any kind; lane departure warning systems; lane keeping assist systems; adaptive cruise control systems; infrared systems; head up display systems.
9. When the purpose is to raise compression or correct oil consumption which includes: piston rings, intake or exhaust valves which have not sustained a breakdown but requiring removal of carbon deposits or other materials including grinding and/or refacing of the valves or seats and cleaning and/or replacement of the piston rings to restore engine compression, correct excessive blow-by or to reduce oil consumption.
10. You cannot provide to the Administrator accurate service and maintenance records proving that You have maintained the Unit in accordance with the manufacturer's specifications, including annual maintenance, service and winterizing intervals.
11. Abuse or neglect; lean burn conditions, sludge, carbon, contamination, lack of lubrication, lack of maintenance; failure to maintain proper fluid qualities and levels of coolants, fluids, or lubricants; rust and/or corrosion; damages resulting from continued operation in a failed condition; any breakdown directly or indirectly caused by overheating of any covered part or non-covered part.
12. Any damages resulting from a component under a Manufacturer's warranty, recall, special policy, or any other agreement or written warranty; any valid collectible insurance policy.
13. Any aftermarket alterations, components or systems; modifications; the use of oversized tires; steering frame or suspension modifications; any retrofit; engine tuners; EGR deletes or removal of any emissions control systems parts; EGR Valve, EGR cooler, diesel particulate filters, catalytic converter, Nox Sensors, Oxygen Sensors, emissions system and emissions components; DEF systems; exhaust system; carburetor.
14. Hybrid systems; fuses; breakers; circuit breakers; fusible links; batteries of any type; damages from reverse polarity, power surge (unless power surge surcharge is selected and paid), overloads, faulty or incorrect power hook up of any type.
15. Rusted or corroded wiring, cables, and/or electrical connections.
16. Glow Plugs, Spark Plugs; belts; filters of any kind; water separators; water purification systems; shower; hoses and lines not specifically listed in the schedules of coverages section.
17. Broken bolts, connections, hardware, screws, rivets, or fasteners, adhesives, or failures resulting from the failure of any loosening and/or broken fasteners, connections, hardware, screws, rivets, adhesives, or bolts.
18. Accident or collision, vandalism, theft, lightning, storm, wind, hail, flood, water ingestion; water damage, Acts of God, Acts of Nature, bio-hazards, Pandemic, or any other events beyond our control.
19. Frame, structural damage, adjustments, bent axles, alignments, ramps, bumpers, broken welds or anything welded to the frame.
20. Units possessing a branded title for any reason; grey market units, true mileage unknown, salvage, total loss, insurance loss/buyback, flood, has ever been repossessed, or is the subject of a repossession action; the odometer of the Unit has been broken; becomes inoperable or unreliable for any reason; odometer repairs were not made immediately at the time of failure; the odometer has been tampered with, disconnected, or altered in any way; commercial use (unless commercial use surcharge is selected and paid); units used for lease or rentals; the unit is a total loss.
21. Costs or repairs not necessary to correct a Breakdown or any part that has not suffered a Breakdown; replacement of components as precautionary.
22. Damages or any loss resulting from faulty or negligent repair work, improper/mis-diagnosis; installation of defective parts.
23. Obsolete parts, and components or retrofitting due to unavailability of parts.

24. Any parts pricing exceeding MSRP; any labor times not supported by nationally recognized labor time guides such as Spader and/or Mitchell ProDemand labor time guides; parts unavailability or shipping delays for any reason; Any Economic losses, including loss of time, inconvenience, Lodging, travel expenses, loss of food, spoilage or monetary loss due to the failure of any covered components.
25. Exterior walls and siding; interior walls, ceilings, carpet, flooring, (wood, hard surface and resilient), warping or uneven floors; windows, wood framing, woodwork and mill-work; doors of any kind; upholstery, canvas, retractable screens, window shades, treatments and draperies; cabinetry, vanities, caulking or grouting, cosmetic damage, delamination, discoloration of any material, counter tops, furniture; insulation, glazing, gluing compounds, adhesives, caulks, sealants; microwave accessories or oven accessories; knobs or dials; air beds and/or air bed compressors; beds and bedding of any type.
26. Awning material; awning toppers; bent, bowed, or warped awning arms; roofing materials, roof sealants, sheet metal, siding, glass, windshields, wheel covers, washers, doors, door struts/shocks, louvers, vents; rattles, wind and squeaking noises, water leak repairs.
27. Unit body seals, body gaskets, rubber moldings, weather stripping; bright metal parts, metal or plastic trim, paint (whether or not the painting of the parts is due to a covered part failure).
28. Fluid seepage; seepage is considered a normal condition by the manufacturer.
29. Shop supplies, hazardous waste removal fees, EPA fees, admin fees, maintenance supplies or services; freight and shipping.
30. Brakes pads and shoes, brake rotors and drums (unless damaged in connection with a covered part failure); hoses; fluids (unless in connection with a covered part failure); manual clutch systems; strut/shock absorbers.
31. Any part whose only purpose is for illumination; lights, ballasts, lamps, headlamps, sealed beams, high intensity discharge (H.I.D. or Xenon) headlamp H.I.D. headlamp assemblies bulbs, or H.I.D. headlamp ballasts, Hi intensity Light Emitting Diode(H.I.L.E.D.) headlamp assemblies, H.I.L.E.D. replacement units, H.I.L.E.D. cooling systems, L.E.D. (Light Emitting Diode) assemblies of any kind; lenses, and light bulbs of any kind.
32. Any labor time to remove or install driveshafts associated with towing; any damages resulting from the unit being towed.
33. For any of the following generator failures: repair where the purpose is to raise compression or correct oil consumption; removal of any emissions control parts; repair costs or expenses if a breakdown is directly or indirectly caused by overheating of any covered part or non-covered parts; failure to maintain proper qualities and levels of coolant, fluids or lubricants; sludge; carbon build up; carburetor, injectors, distributor cap and rotor, exhaust and emissions systems, resonators, water separators, spark or glow plugs, spark plug wires or tune ups; filters of any type; failure to winterize, service and maintain your generator as per the manufactures' published maintenance intervals.
34. Lock-Out Assistance; damages to covered components resulting from being locked out; lost broken or replacement keys, labor time to recode lock/latch cylinders, or keys at an additional cost for lock and latch replacements; remote entry lock systems not installed by the unit manufacture.
36. For liabilities for damage to property or for injury to or death of any person arising out of the operation, repair, maintenance or use of the Unit, whether or not related to any covered part; from any other cause whatsoever, except as outlined in this agreement; consequential losses or damages, unless specifically covered herein; damages caused to covered parts from a non-covered parts
37. Service calls where the Unit is not immobile, and only applies to breakdowns covered under this agreement (unless Mobile Service Call surcharge is paid).
38. Any parts or services included in any of the optional coverages section unless the option and surcharge has been elected on the declaration page:
- Any loss or damages resulting from any type of road hazards, tires, wheels and/or wheel balancing (unless the optional tire and wheel road hazard coverage is selected and paid)
 - Any loss to power surges (unless the optional power surge coverage is selected and paid)
 - Unit is used for full time residence (unless full time use coverage is selected and paid)
 - If the Unit has been used for commercial purposes (unless the commercial use coverage is selected and paid)
 - Any damage caused to, or caused from, a non-covered part (unless consequential loss coverage is selected and paid)
39. Suspension and Brake coverage is not available under any Coach Only Coverage Plan

M. INSURANCE STATEMENT

This is not an insurance policy.

Our obligations under this Contract are fully insured by a Contractual Liability Insurance Policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If You have not received either payment of a claim or a refund for the cancellation of Your Contract within sixty (60) days after proof of loss has been filed and approved by the Administrator, or Your request for cancellation has been submitted to and accepted by the Administrator, You may make a direct claim against Old Republic Insurance Company (Tulsa Branch Office) at the address shown or call toll free 800-331-3780.

N. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

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

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You, We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this Agreement, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration.

"Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING You, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.**

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

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

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your claims are frivolous, **You** shall bear all of the Arbitration Costs. If We initiate arbitration against **You**, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

OPT-OUT PROVISION. You SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF Your INTENTION TO DO SO TO Us WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON Your Agreement). To opt out, **You** must send written notice to either: (1) P.O. BOX 161126 Fort Worth, Texas 76161 Attn: Legal or (2) admin@sagionline.com, with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Dealer/Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

SPECIAL STATE REQUIREMENTS

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

ALABAMA

CANCELLATION – is amended to include the following:

During the first thirty (30) days from the **Agreement** Purchase Date, refund one hundred percent

(100%) of the **Agreement** Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the Agreement Purchase Date, refund a pro-rated amount of the Agreement Purchase Price, based on the months remaining, less a twenty-five dollar (\$25) cancellation fee.

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

ALASKA

CANCELLATION – is amended to include the following: We will retain a cancellation fee of seven and one-half percent (7.5%) or fifty dollars (\$50), whichever is less of the unearned pro rata **Contract** Purchase Price; to be based on the days in force, as related to Your **Contract's** Term. The cancellation fee is only applicable if You cancel the **Contract** after 30 days from the **Contract** Purchase Date. If this **Contract** is cancelled, We shall refund or credit to You the prorated amount of the unearned **Contract** Purchase Price, less any claims paid, within forty-five (45) days after the return of this **Contract** to Us. A ten percent

1) (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to Us. If **We** cancel the **Contract**, written notice of such cancellation will be mailed to You at least five (5) days before cancellation by Us. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by You in obtaining this **Contract** or by You in pursuing a claim under the **Contract**. **ARBITRATION** - is deleted in its entirety and replaced with: If You and the Administrator/Obligor fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict Your rights or the rights of the Administrator/Obligor. This **Service Contract** will provide coverage if **Your** vehicle is used for snow removal, provided it is properly equipped for such use and is not used commercially. **INSURANCE STATEMENT** - is amended as follows: If the Obligor fails to pay an authorized claim within thirty (30) days, or if the obligor becomes insolvent or ceases to conduct business during the term of this agreement, you may submit your claim directly to the applicable insurer at the above address for consideration. **EXCLUSIONS – 1) is amended as follows: The time limit claims reporting requirements for all coverage and their corresponding exclusion, are not applicable; thereby all references to such requirements are deleted in their entirety.**

ARKANSAS: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

ARIZONA:

Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us**, Strategic Administration Group, or seek remedy available there to, with the Arizona Department of Insurance. **CANCELLATION** section is amended as follows: A twenty-five-dollar (\$25) cancellation fee is applicable. **You** may cancel this **Contract** by submitting a written request containing a copy of Your **Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the Contract Purchase Date, **We** will refund **You** one hundred percent (100%) of the Contract Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the Contract Purchase Date, **We** will refund **You** a pro- rated amount of the Contract Purchase Price, based on the months remaining, less a twenty-five-dollar (\$25) cancellation fee or no more than 10% of the gross amount paid by You for this **Contract**. **We** may not cancel or void this **Contract** or any provisions of this **Contract** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workman like manner, (2) A **Mechanical Breakdown** that existed prior to the Contract Purchase Date, (3) prior use or unlawful acts relating to the covered **Vehicle**, (4) **Our** misrepresentation, and (5) ineligibility of the **Vehicle** for coverage. Consequential damages are excluded under this **Service Contract**.

Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or Dealer/Seller selling the Contract on Our behalf.

CALIFORNIA: PRE-EXISTING CONDITIONS section is amended as follows: a condition that existed prior to the purchase of the contract. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800) 927-4357. **CANCELLATION** section is amended as follows: **You** may cancel this **Contract** by submitting a written request to the Dealer containing a copy of **Your Contract**. If **You** request a cancellation during the first sixty (60) days from the

Contract Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less any claims paid on **Your Contract**. After the first sixty (60) days from the **Contract** Purchase Date, **We** will refund **You** a pro-rated amount of the **Contract** Purchase Price, based on the term remaining of the **Contract**, less a cancellation fee of either ten percent (10%) of the Agreement Purchase Price or twenty-five dollars (\$25), whichever is less. **We** may cancel this **Contract** during the first thirty (30) days of the **Contract** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Contract** due to **Your** material misrepresentation or fraud at time of sale, or **Your** failure to pay the **Contract** Purchase Price. If **We** cancel this **Contract**, **We** or the Dealer will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel this **Contract**. Any refund will be sent to the **Covered Vehicle's** lienholder unless the lien is satisfied. **ARBITRATION** section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this **Contract** takes place in and substantially affects interstate commerce" is removed in its entirety. Performance to you under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is: Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

COLORADO: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

CONNECTICUT

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

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

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

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

We do not offer in-home service for your vehicle.

GEORGIA

CANCELLATION. – is amended to include the following:

We may cancel only for the following reasons:

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

In the event of cancellation for Fraud or Material Misrepresentation, such cancellation will be made in writing **You** and the Lienholder (if applicable). The date of cancellation shall not be in effect less than thirty (30) days prior to the effective date of the notice. In the event of cancellation for non- payment of **Contract** premium, such cancellation will be made in writing to **You** and the Lienholder (if applicable), not less than ten (10) days notice. For non-payment of **Contract** premium, written notice shall be 10 days and if cancelled for any other reason written notice shall be 30 days. If **We** cancel this **Contract**, **You** will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. The cancellation fee is \$50 or 10% of the pro-rata refund amount, whichever is less, if the contract is cancelled by you. If we cancel the contract, there is no cancellation fee. Claims paid or incurred will not be deducted from any refunds.

EXCLUSIONS – Item 4. Is amended to read as follows: Your odometer must function and display at all times. A non-working display or cluster containing the odometer, or odometer, that subsequent to the purchase of this Contract, that has been stopped, altered or misrepresents the actual mileage will result in denial of coverage under this Contract. Item 6. is amended to read as follows: MISUSE OR ABUSE: SUBSEQUENT TO THE PURCHASE OF THIS CONTRACT, NEGLIGENCE, MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER ADJUSTMENTS OR REPAIRS, INSTALLATION OF PARTS NOT EQUIVALENT IN QUALITY AND DESIGN TO PARTS SUPPLIED BY MANUFACTURER OR ADD ON PARTS. Item 17. Is amended to read as follows: Any failure or claim caused by a condition that existed, and known by You, prior to the purchase of this Contract. Item 21. Is amended as follows: Costs associated with teardowns if the failure is not covered under this Contract.

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

IDAHO: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

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

INDIANA

Your proof of payment to the **Issuing Dealer** for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**. This **Contract** is not insurance and is not subject to Indiana insurance law. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

IOWA

CANCELLATION. – is amended to include the following: A request for a refund upon **Us** pursuant to the cancellation provision is payable within 30 days of receipt and any such refund which is not timely paid is subject to a 10% penalty each month. Unresolved complaints or questions concerning the regulation of service companies may be addressed to: Commissioner of Iowa Department of Insurance, 1963 Bell Avenue, Suite 100 Des Moines, IA 50315-1000 or call 515-281-5705 or 877-955-1212. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

LOUISIANA: The following statement has been removed from page #1: **This is not an insurance policy.**

CANCELLATION section is amended as follows: After thirty (30) days, **We** cannot cancel this **Contract** except: (1) If there has been a material misrepresentation or fraud at the time of sale of the **Contract**; (2) If **You** failed to maintain the motor **Vehicle** as prescribed by the manufacturer; or (3) For non-payment of the **Contract** Purchase Price by **You**, in which case **We** will provide **You** notice of cancellation by certified mail. The refund will be based upon a pro-rata basis. In calculating a refund, no deduction shall be allowed for any claim that has been paid under the **Contract**. If **You** have requested cancellation within the first thirty (30) days, full refund, minus any cancellation fee, shall be issued. Cancellation fees will not exceed fifty dollars (\$50). The "less any claims paid" language does not apply in the State of Louisiana. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is voluntary and non-binding.

MARYLAND: CANCELLATION section is amended as follows: If **You** are the original **Contract** Holder and **You** cancel this **Contract** within thirty (30) days of the original **Contract** Purchase Date, and if no claims have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty- five (45) days of return of this **Contract** to **Us**.

After forty-five (45) days, **We** cannot cancel this **Contract** except:

1. when there exists:
 - a. a material misrepresentation or fraud at the time of sale of the **Contract**,
 - b. a matter or issue related to the risk that constitutes a threat to public safety, or
 - c. a change in the condition of the risk that results in an increase in the hazard insured against;
2. for non-payment of premium; or
3. due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver. If **Your Contract** is financed, the insurer shall return any gross unearned premiums that are due under the insurance contract, computed pro rata, and excluding any expense constant, administrative fee, or any nonrefundable charge filed with and approved by the Commissioner. ARBITRATION does not apply in Maryland. The transfer fee does not apply in Maryland. The cost of tear down and diagnostics are included with loss covered by this **Contract**. In the event the Obligor fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company indicated in the Obligations sections of this **Contract**. A service contract is extended automatically when the provider fails to perform the services under the **Contract**. The **Contract** does not terminate until the services are provided in accordance with the terms of the **Contract**.

EXCLUSIONS section, 4, is deleted in its entirety to remove: **Cost associated with teardowns.**

MAINE

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

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

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

If the provider fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company.

MASSACHUSETTS

THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT. Chapter 90, Section 7N ¼ of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows: Used Vehicles with less than 40,000 miles at the time of sale provides coverage for 90 days or 3,750 miles, whichever occurs first. Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale provides coverage for 60 days or 2,500 miles, whichever occurs first. Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale provides coverage for 30 days or 1,250 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the Dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required Dealer warranty.

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

MISSOURI

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

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

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

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

MISSISSIPPI

CANCELLATION section is amended as follows: If **We** cancel the **Agreement**, **We** shall refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the amount of any claims paid. Written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of premium. Cancellation by the **Us** shall only occur in instances of non-payment of the provider fee, a material misrepresentation by the **Agreement** Holder to **Us**, or a substantial breach of duties by the **Agreement** Holder relating to the covered product or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within forty-five (45) days after return of the **Agreement** to the provider, regardless of who initiated the cancellation. If the **Agreement** is cancelled after thirty (30) days, or if a claim has been made against this **Agreement**, the cancellation fee is applicable not to exceed, ten percent (10%) of the **Agreement** Purchase Price.

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

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding Arbitration agreement.
- 2.) The Arbitration agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on You and Us.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions.
- 5.) When You become a **Agreement** holder under this **Agreement** You must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should You need additional information regarding the binding arbitration provision in the **Agreement**, You may contact Our toll free assistance line at (877) 938-3332.

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

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

NEVADA: ARBITRATION does not apply in Nevada. **CANCELLATION** section is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the Agreement Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. After the first thirty (30) days from the **Contract** Purchase Date, **We** will refund **You** a pro-rated amount of the **Contract** Purchase Price, less a fifty dollar (\$50) cancellation fee, within forty-five (45) days after the **Contract** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**. **We** may cancel this **Contract** during the first thirty (30) days of the **Contract** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Contract** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Contract** Purchase Price by **You**. If **We** cancel this **Contract**, **We** or the **Dealer/Seller** will refund **You** one hundred percent

(100%) of the **Contract** Purchase Price. No claims paid on **Your Contract** will ever be deducted from any refund issued pursuant to this **Contract** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Contract** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Contract**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Contract** will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this **Contract** has already been issued and the manufacturer's warranty becomes void during the term of this **Contract**, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any other coverage under this **Contract**, unless such coverage is otherwise excluded by the terms of this **Contract**. This **Contract** is non-renewable. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Contract**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234. **TRANSFER OF CONTRACT** is amended as follows: Transfer fee is twenty-five (\$25) dollars. **EXCLUSIONS, 13.**, is amended as follows: This **Contract** will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product 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**.

NEW JERSEY

All cancellation requests are required to be acknowledged within five business days of receipt and honored within 10 business days of receipt, and applied as of the date of receipt or, if permitted by the service contract, applied at the end of the holder's monthly billing cycle. If a cancellation request is honored within five business days of receipt, the acknowledgement requirement of this subsection shall be deemed to have been satisfied.

NEW MEXICO

CANCELLATION. – is amended to include the following: The right to cancel the **Contract** is not transferable and applies only to the original **Contract** purchaser. If a refund is not paid by **Us** within sixty (60) days after **Your** return of the **Contract** to **Us**, a ten percent (10%) penalty will be added for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If **Your Contract** has been in effect for at least seventy (70) days, **We** may not cancel it prior to the expiration date, or one year after the effective date of the **Contract**, whichever comes first, unless:

- (a) **You** fail to pay an amount when due;
 - (b) **You** are convicted of a crime that results in an increase in the service required under the **Contract**;
 - (c) **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Contract**, or in presenting a claim for payment;
 - (d) **We** discover an act or omission by **You** or a violation by **You** of any condition of the **Contract** that occurred after the effective date of the **Contract** that substantially and materially increased the service required under the **Contract**.
- We** will mail a cancellation notice to **You** at least fifteen (15) days prior to the cancellation effective date.

NEW YORK: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

OHIO

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

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

OKLAHOMA

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

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

CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Contract**. If **You** cancel during the first thirty (30) days from the **Contract** Purchase Date, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. After the first thirty (30) days from the **Contract** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** shall provide a refund of ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this **Contract**. **We** may cancel this **Contract** during the first thirty (30) days of the **Contract** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Contract** for material misrepresentation or fraud at time of sale or for non-payment of **Contract** Purchase Price. If **We** cancel this **Contract**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less the cost of service provided under this **Contract**. If **Your Contract** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Contract**. **ARBITRATION** section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON: **ARBITRATION** does not apply in Oregon.

If an emergency repair must be performed outside of normal business hours, you may contact the Administrator during normal Business hours to seek reimbursement of a covered claim.

SOUTH CAROLINA

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

CANCELLATION. – is amended to include the following: A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Service Contract** to **Us** (Code Section 38-78-30(f)).

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

TEXAS

The **Administrator** of this **Contract** is Strategic Administration Group. The registration number is 242.

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

YOU may apply directly with the insurer, Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133, (800) 331-3780; if a refund is not paid before the 46th day after the date on which the **Contract** was cancelled. A ten (10) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this **Service Contract**.

UTAH: Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

CANCELLATION section is amended as follows: If We cancel this Agreement, We will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the Agreement Purchase Price;
2. Forty five (45) days before the effective date of cancellation if cancelled for any other reason.

We may cancel this Agreement for any reason within (90) days of the Agreement Purchase Date for the following:

1. Material misrepresentation;
2. Substantial change in risk; or
3. Substantial breaches of contractual duties

ARBITRATION section is amended as follows: Any matter in dispute between consumer and Obligor may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from Obligor. Any decision reached by arbitration shall be binding upon both consumer and Obligor. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

VIRGINIA

NOTICE TO SELLER:

Sellers are not permitted to sell vehicles Service Contracts on leased vehicles pursuant to the provisions of administrative letters 1982-10 and 1982-16. If any promise made in the contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON

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

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

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

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

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

CANCELLATION fee is amended as follows: Cancellation fee is twenty-five (\$25) dollars. Cancellation fee does not apply if this Contract is cancelled within the first (30) thirty days of the contract purchase date.

CONTRACT HOLDER RESPONSIBILITIES, Maintenance Service Requirements is amended to read as follows: **You** are required to keep records documenting repair and maintenance work.

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

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

Our obligations under this Agreement are insured under insurance policy T3-46-0332 issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133, (800) 331-3780.

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

- (a) In order to maintain Your coverage under this Contract, You must maintain the Vehicle consistent with the schedule and maintenance guidelines as recommended by the manufacturer set forth in the provisions under **CONTRACT HOLDER RESPONSIBILITIES**.
- (b) In order to receive reimbursement for any claim under this Contract, You must follow the procedures set forth under **CONTRACT HOLDER**.
- (a) The specific terms of, including detailed information regarding the work, services and parts covered thereunder, for the coverage(s) of this contract are set forth under **GENERAL PROVISIONS, COVERED VEHICLE PARTS**.
- (b) Our obligations under this Contract expires as set forth on the first page of this Contract under **VEHICLE INFORMATION, EXPIRATION DATE AND EXPIRATION MILES**.
- (c) The implied warranty of merchantability on the motor vehicle is not waived if the Contract has been purchased within ninety (90) days of the purchase date of the motor Vehicle from a provider or service contract seller who also sold the motor Vehicle coverer by
- (f) Coverage is subject to the exclusions set forth under **EXCLUSIONS** in this Contract.
- (g) Your right to cancel this Contract and return it for a refund are set forth under **CANCELLATION**.

Signature

Date

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:

We may cancel this **Contract** only for nonpayment of the **Contract** charge, material misrepresentation by **You** to **Us**, or substantial breach of duties by **You** relating to **Your** vehicle or its use. If **We** cancel, **We** will mail a written notice to **You** at **Your** last known address contained in **Our** records at least five (5) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. If **We** cancel within the first thirty (30) days and no claims have been paid, **We** will refund the entire **Contract** charge. If **We** cancel after the first thirty (30) days or a claim has been paid, a pro rata refund of the **Contract** price will be made. To determine the pro rata refund, the lesser of either **Contract** miles remaining divided by expiration miles or contract term remaining in months divided by original **Contract** term will be used. No cancellation fee will apply if **We** cancel.

You may cancel this **Contract** at any time, including if **Your** vehicle is declared a total loss, by submitting a written request to the **Seller** containing a copy of **Your Contract** and the current mileage on your vehicle. During the first thirty (30) days from the **Contract** purchase date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** purchase price, less any claims paid on **Your Contract**. After the first thirty (30) days from **Contract** purchase date, **We** or the **Seller** will refund **You** a pro-rated amount of the **Contract** purchase price, based on the months remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the **Contract** purchase price or fifty dollars (\$50). If **You** are the original **Contract** holder and **You** cancel this **Contract** within thirty (30) days of the original **Contract** 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 **Contract** to **Us**.

In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the **Contract**, a service contract holder shall be entitled to cancel the service contract and receive a pro-rata refund of any unearned provider fee, less any claims paid.

ARBITRATION does not apply in Wisconsin