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SECTION 9 – DEFINITIONS

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

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

“Contract” means this vehicle service contract.

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

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

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

“Recreational Vehicle” refers towable recreational vehicle or coach identified in **SECTION 4 – RECREATIONAL VEHICLE INFORMATION** and covered by this Contract.

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

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

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

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

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

SECTION 10 – COVERED PARTS

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

PREMIUM PLAN

- Hot Water Heater** - Burner Assembly; Tank; Thermostat; Fittings; Control Panel and Switches; Thermocouple; Gas Valve; Electronic Ignition Assembly; Printed Circuit Boards.
- Waste System** - Shower; Toilet (except Electrical Toilets); Sinks; Holding Tanks; Traps; Vacuum Breaker; Gate Valves; Fittings and Connections.
- Fresh Water System** - Water Pump; Compressor; Water Tanks; Water Lines; Water Lines; Traps; Fittings; Faucets.

4. **Central/Roof AC** - (Central Air or Roof Mounted 110V) Compressor; Evaporator; Capacitors; Relays; Thermostat; Condenser; Heat Strips; Control Panel; Switches; Receiver Dryer; Blower Motor; Fan Motor; Bathroom Vent Motor; High/Low Cut-off Switch; Pressure Cycling Switch; Electronic Module.
5. **Range and Ovens** - Burner Assembly; Thermostat; Thermocouple; Burner Valve; Microwave Oven; Power Hood; Printed Circuit Boards.
6. **LP Gas System** - Regulators; Gas Bottles; Mounting Brackets; Pigtails; Automatic Shut-Off System; L/P Lines; Fittings; Gauges.
7. **Heating System** - Furnace; Ignitor; Heat Pump; Burner Assembly; Thermocouple; Gas Valve; Thermostat; Blower Motor; Fans; Printed Circuit Boards.
8. **Refrigerator** - Thermostat; Thermocouple; Cooling Unit Compressor and Evaporator; Condenser; Fans; Burner Assembly; Ignitor; Printed Circuit Boards.
9. **Auxiliary Powerplant/Generator** - All internally lubricated parts of the Powerplant Engine; plus the Starter; Switches; Generator Assembly; Housings and Head (if damaged as a result of a **Breakdown** of a covered internally lubricated part); Power Converters; Printed Circuit Boards; Inverter; Voltage Regulator; Gauges; also covered are Electric Step Mechanical/Hydraulic Components.
10. **Brakes** - Master Cylinder; Hydraulic or Electrical Brake Actuator; Wheel Cylinders; Backing Plates.
11. **Front and Rear Suspension** - Wheel Bearings; Coil and Leaf Springs; Assemblies & Bushings; Spindles; Spindle Support, Struts (excluding replaceable cartridges); and Axles/Shafts.
12. **Chassis Frame and Hitch** - LP Mounting Bracket, Bumper Welds, Manual Lift Jacks, All Chassis Frame Welds, Coupler for Gooseneck, Frame Mounted Hitches.
13. **Lift Crank System** - Factory Installed Electric or Manual Latch Lift Crank, Cables, Pulleys and Motors, Switches, Tongue Jack.
14. **Leveling System** - All Mechanical, Hydraulic and Electrical Components.
15. **Slide Outs** - All Mechanical and Hydraulic Ram Assemblies and Components.
16. **Seals and Gaskets and Sealing Boots** - All Seals and Gaskets and Sealing Boots are covered for items listed above.
17. **Wear and Tear** - Coverage is provided for all Covered Parts listed herein for the Premium Plan mentioned above that have experienced a breakdown caused by Wear and Tear.

ELITE PLAN

The Elite Plan Items #1-17 listed under **PREMIUM PLAN** plus:

18. **Deluxe Appliance Coverage** - The following parts are covered only when factory installed or installed by a Manufacturer Authorized Dealer: Ice Maker; Trash Compactor; Central Vacuum Cleaner System; Washer/Dryer; Dishwasher; Rear View Monitor System; Aqua Hot Heating System; Fuel Station; and Fireplace.
19. **Hi-Tech Package** - The following parts are covered only when factory installed or installed by a Manufacturer Authorized Dealer: Satellite Dish; Stereo Equalizer; Fax Modem; Flat Screen Television (original equipment only); Video Cassette Recorder (VCR); DVD Player; Compact Disc Player(s).

In addition to items #1-19 all other mechanical or electrical parts not specifically excluded under **SECTION 14 – EXCLUSIONS** will be covered under the Elite Plan. For coach motor homes all parts listed under #10-13 for the Premium Plan and all other non-coach componentry outside of the motor home coach are excluded from coverage

OPTIONAL COVERAGES

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

1. **Consequential Damage Coverage:** If Consequential Damage Coverage is purchased (as indicated on the Schedule), then We will provide coverage for the repair of a Covered Part if the failure of the Covered Part was caused by the action or inaction of a non-covered part.
2. **Rental and Commercial Use Coverage:** If the Rental and Commercial Use option is elected on the Schedule, the Rental Use Exclusion shall not apply when You offer Your Towable or Motor Home Coach for Rental Use. Commercial Use for Construction or Job Site activities is permitted.

SECTION 11 – CLAIM PROCEDURE

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

CLAIMS: (833) 665-3418, MONDAY - FRIDAY, 8:00 A.M. TO 8:00 P.M. EASTERN STANDARD TIME.

SECTION 12 - CONTRACT GENERAL PROVISIONS

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

SECTION 13 – TERM AND EXPIRATION

The **Contract** term is identified on the Schedule under **SECTION 5 – CONTACT INFORMATION**. Coverage under this Contract begins on the Contract purchase date and ends at 12:01 am on the day when the Contract term in months has elapsed.

SECTION 14 – EXCLUSIONS

This Contract does not provide coverage for:

1. Any repair and/or replacement not authorized by Our claim department prior to the commencement of the repair and/or replacement or for loss, damage or expense arising from or incurred in connection with repairs performed without Our prior authorization.
2. A Breakdown occurring prior to the Contract purchase date.
3. Repair to any part(s) of the Recreational Vehicle not specifically listed as a Covered Part corresponding to the coverage plan identified on the Schedule.
4. The following parts: tires, wheels, battery, battery cables, shock absorbers, glass, lenses, light bulbs, fuses, circuit breakers, brake rotors and drums, wiper/swiper slide out seals and all weather stripping, window seals, door seals, trim, moldings, bright metal, chrome, upholstery and carpet zippers, nuts, bolts, and fasteners, cup holders, ash trays, dash pad, squeaks, rattles, water leaks, wind noise, seat frames, paint, outside ornamentation, inside and outside door handles, hinges, hubcaps, bumpers, body sheet metal and panels, body parts, frame, brackets and structural body parts and/or video game systems; personal computer systems including monitors and printers.
5. Parts described in the owner manual as supplied by the manufacturer or other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, cleaning, wheel balancing, brake pads, brake linings/shoes, shop supplies and environmental waste charges. Filters, lubricants, coolants, fluids and refrigerants may be covered if replacement is required in connection with a covered Breakdown.
6. Damage and/or Breakdown resulting from collision, fire, theft, vandalism, riot, explosion, lightning, power surge, earthquake, windstorm, volcanic eruption, freezing, rust or corrosion, hail, water or flood, acts of god, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants, or lubricants.
7. Damage caused by misuse, abuse, negligence, lack of scheduled maintenance required by the manufacturer's maintenance schedule for Your Recreational Vehicle, or improper servicing or repairs performed by You or a repair facility.
8. Damage caused by lubricant blockage or the failure to maintain proper levels of lubricants, and/or coolants, or any Breakdown resulting from failure to protect Your Recreational Vehicle from further damage when a Breakdown has occurred.
9. Damage caused by or exacerbated by the continued operation of the Recreational Vehicle in a failed or failing condition.
10. Repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the published field tolerances allowed by the manufacturer.
11. A Recreational Vehicle used in a manner not recommended by the manufacturer.
12. A Recreational Vehicle which has been altered or modified in a way not approved by the manufacture including, but not limited to the addition of custom or add-on parts, frame or suspension modifications, oversized/undersized tires, or trailer hitches.
13. A Recreational Vehicle that does not have a valid manufacturer's identification number(s) or has a branded title (i.e. salvage, junk, rebuilt, totaled, flood damaged or bought back by the manufacturer).
14. Property damage, injury to or death of any person, any liability arising out of the operation, maintenance or use of the Recreational Vehicle, loss of use, time, delays, profit, inconvenience, or any other loss or incidental or consequential damages.

15. Damage to a Covered Part caused by a non-covered part unless You have paid the Consequential Damage Coverage surcharge as indicated on the Schedule.
16. Repairs covered by an insurance policy, supplier or repairer guarantee/warranty, manufacturer and/or dealer customer assistance program or any warranty from the manufacturer such as major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Contract). Further, coverage under this Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
17. A Recreational Vehicle used as a commercial unit, such as rental, taxi, limousine or shuttle, delivery, towing or road repair operations, construction, job site activities, hauling, police or emergency service, principally off-road use, racing or competitive driving, snow removal, route-work, service or repair. Construction or job site activities are allowable if the Rental and Commercial Use surcharge has been paid. Evidence of rental use will result in a claim denial unless You have paid the Rental and Commercial Use Surcharge.
17. Any Breakdown, if the repair information provided by You or the Commercial Repair Facility is not accurate.
18. Any Breakdown that occurs outside the United States of America or Canada.
19. Any claim made when You no longer have ownership of the Recreational Vehicle subject to the terms and conditions of SECTION 15 – TRANSFER.

SECTION 15 – TRANSFER

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

SECTION 16 – CANCELLATION

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