



# OPEN ROAD RV

## Vehicle Service Agreement Application Page

AGREEMENT HOLDER INFORMATION			LIENHOLDER INFORMATION		
AGREEMENT HOLDER NAME			LIENHOLDER NAME		
AGREEMENT HOLDER ADDRESS			LIENHOLDER ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
PHONE NO.	EMAIL		PHONE NO.		
SELLER INFORMATION			VEHICLE INFORMATION		
SELLER NAME			VIN		
SELLER ADDRESS			YEAR	MAKE	MODEL
CITY	STATE	ZIP	ODOMETER READING (IF APPLICABLE)		
PHONE NO.			VEHICLE PURCHASE DATE	VEHICLE SALES PRICE	
SERVICE AGREEMENT INFORMATION					
AGREEMENT EFFECTIVE DATE		AGREEMENT SALES PRICE		TERM MONTHS	TERM MILES (if applicable)
<b>COVERAGE PLANS</b> <input type="radio"/> Protector I <input type="radio"/> Protector II <input type="radio"/> Protector I Wrap (Motor Home Only) <input type="radio"/> Coach (Motor Home Only)		<b>OPTIONS</b> <input type="radio"/> After Point of Sale ( <i>30 day waiting period applies</i> ) <input type="radio"/> Auxiliary Powerplant/Generator <input type="radio"/> AV-Digital Technology ( <i>Included in Protector I and Protector I Wrap</i> ) <input type="radio"/> Brown Out <input type="radio"/> Commercial Use <input type="radio"/> Convenience Package ( <i>Included in Protector I and Protector I Wrap</i> ) <input type="radio"/> Hydronic Water Heating Systems <input type="radio"/> Service Call Reimbursement Upgrade		<b>DEDUCTIBLE</b> <input type="radio"/> \$0 <input type="radio"/> \$50 <input type="radio"/> \$100 (Standard) <input type="radio"/> \$200 The deductible will be reduced by \$50 if you return to the selling dealer for repairs. ( <i>Does not apply to \$0 deductible.</i> )	
<b>TYPE OF VEHICLE</b> <input type="radio"/> Motor Home <input type="radio"/> Travel Trailer <input type="radio"/> Pop-Up, Slide-In, Teardrop				<b>SURCHARGE</b> <input type="radio"/> Diesel/Turbo Diesel	

### Vehicle Service Agreement Acknowledgement

- The Open Road RV Vehicle Service Agreement (“Agreement”) is between the Agreement Holder (“You”, “Your”) named above and the Obligor, National Auto Care Corporation. The Obligor has retained an Administrator, National Auto Care Corporation, to provide administrative services for and on behalf of the Obligor.
- **This Agreement is only valid if purchased at the time of sale of the Vehicle to You.**
- The Agreement Holder and the Seller confirm that the information listed on this Application Page is accurate and complete.
- The purchase of this Agreement is not required in order to lease, buy, or obtain financing for the vehicle listed on the Application Page.
- The Agreement Holder agrees and understands that this Agreement is not a policy of insurance.**
- The coverages under this Agreement may overlap with the manufacturer’s warranty on a new vehicle and may overlap on some used vehicles.
- Please review Section 13 for special state requirements and disclosures which supersede any and all applicable section of this Agreement. This Agreement contains an arbitration clause which may affect Your legal rights, unless You live in a state that prohibits such provisions. Please review the arbitration clause in the Alternative Dispute Resolution section in its entirety, as well as the Special State Requirements and Disclosure section to determine whether Your legal rights are affected.
- The vehicle listed on the Application Page is ineligible for coverage if it is modified or altered from the original manufacturer’s specification prior to sale, at time of sale, or at any time during the term of this Agreement.
- This Application is subject to review by the Administrator for acceptance and can be rejected for any reason. If rejected, the Administrator will provide a notice of ineligibility within 60 days of the Administrator’s receipt of the Application. The Applicant may contact the Administrator at 800-548-1875 to inquire about status of the Application.
- By signing below, You confirm that You reviewed and understand the RV coverage, Your Responsibilities, Claim Procedures, Exclusions, Alternative Dispute Resolution, and Special State Requirements and Disclosure sections listed within this Agreement.

Applicant’s Signature	Date	Seller Representative’s Signature & Title	Date
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ADMINISTRATOR: NATIONAL AUTO CARE CORPORATION, 440 Polaris Parkway, Suite 250, Westerville, OH 43082 800-548-1875

# RV Vehicle Service Agreement

## SECTION 1 DEFINITIONS

**Actual Cash Value (ACV):** means the retail value of the Vehicle at the time the Agreement was purchased, as listed in a national or regional guide, such as J. D. Power Recreational Appraisal Guide or an equivalent national or regional guide for the territory where the Vehicle is principally garaged. If the Vehicle has no retail value available or is located in a territory where J.D. Power Recreational Appraisal Guide or an equivalent national or regional guide is not customarily used, ACV will be determined using the best information available to the Administrator, or which the Administrator reasonably believes accurately reflects the retail value of the Vehicle and is customarily used as the basis for establishing ACV of Vehicle in the territory where the Vehicle is principally garaged.

**Administrator:** National Auto Care Corporation, 440 Polaris Parkway, Suite 250, Westerville, Ohio 43082, 800-548-1875. The Administrator provides claim and administrative services.

**After Point of Sale:** A situation where the Agreement Effective Date is after the Vehicle Purchase Date. If After Point of Sale is chosen on the Application Page, no claim will be authorized or paid for thirty (30) days from the Agreement Effective Date. The Term of this Agreement will be extended thirty (30) days and one thousand (1,000) miles.

**Agreement:** This Vehicle Service Agreement You have purchased from Us.

**Agreement Effective Date:** The date You purchased this Agreement.

**Agreement Holder (You, Your):** The person identified as Agreement Holder on the Application Page; or an individual to whom this Agreement was transferred as part of the sale of the Vehicle by the original Agreement Holder.

**Agreement Term for Protector I, Protector II, and Coach:** The term for time will begin on the Effective Date and continue for the Term Months listed on the Application Page. The term for miles (if applicable) will begin at the Odometer Reading as listed on the Application Page. The expiration of miles is determined by adding the Term Miles to the Odometer Reading listed on the Application Page. The expiration of the Agreement will occur at the conclusion of the cumulative Term Months listed or cumulative Term Miles listed, whichever occurs first.

**Agreement Term for Protector I Wrap (Motor Home Only):** The term for time will begin on the Effective Date and continue for the Term Months listed on the Application Page. The term for miles (if applicable) will begin at zero (0) and end on the Term Miles listed on the Application Page. The expiration of the agreement will occur at the conclusion of the cumulative Term Months listed or cumulative Term Miles listed, whichever occurs first.

**Commercial Use:** Means a vehicle which is operated as part of a for-profit business or enterprise; a vehicle which is used for daily, weekly, or monthly rentals; or a vehicle which is leased up to a maximum of twelve (12) months.

**Coverage:** The extent or level of protection as listed on the Application Page.

**Deductible:** The amount, as selected on the Application Page, that the Agreement Holder pays toward the cost of a covered repair. If no deductible is selected on the Application Page, the deductible amount of one hundred dollars (\$100.00) will be used. If You choose the selling dealer listed on the Application Page to perform repairs to Your Vehicle, the deductible will be reduced by \$50.00. **This reduction is not applicable to \$0 deductible.**

**Licensed Repair Facility:** A repair facility with a federal employer identification number (FEIN), and also holds any licensing or registration as may be required by state or local laws for the business of recreational vehicle repairs.

**Mechanical Breakdown:** The inability of any covered part(s) or component(s) to perform the function(s) for which it was designed due to defects in material or workmanship. The manufacturer has established tolerances for the express purpose of defining mechanical breakdown and serviceability; when specifications exceed these manufacturer's tolerances, a mechanical breakdown will be considered to have occurred.

**Obligor (We, Us, Our):** National Auto Care Corporation, 440 Polaris Parkway, Suite 250, Westerville, Ohio 43082, 800-548-1875.

**Seller:** The dealer or entity identified on the Application Page.

**Vehicle:** The recreational vehicle described in the Vehicle Information section on the Application Page regardless of whether or not the vehicle has been previously owned, sold, or titled.

## SECTION 2 GENERAL PROVISIONS

**Our obligations and performance to You are guaranteed and insured by a policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596. If You have not received payment or service on a claim within sixty (60) days of submission of proof of loss to Us, or if We fail to provide a refund, or if We otherwise do not fulfill Our obligations under this Agreement, You may make a claim directly to American Bankers Insurance Company of Florida at its address above or by calling toll free 866-306-6694.**

This Agreement, including the terms, conditions, limitations, exceptions, definitions, exclusions, and the Application Page, together with endorsements, if any, constitute the entire Agreement. This Agreement gives the Agreement Holder specific rights. The Agreement Holder may have other rights, which may vary from state to state in the United States.

This Agreement covers Mechanical Breakdown, is for the sole benefit of the Agreement Holder named herein (except as provided in Section 8) and applies only with respect to the Vehicle listed on the Application Page of this Agreement. This Agreement is not renewable but may allow for a subsequent agreement to be purchased prior to the expiration of this Agreement. Details are found in Section 9.

This Agreement shall be invalidated if there has been an inaccuracy, tampering, or alteration to the odometer mileage of the Vehicle so that the Vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Agreement, the Agreement Holder must notify Administrator within fifteen (15) days of the odometer becoming inoperable and must also provide documentation proving that the odometer has been repaired.

**Replacement of covered parts will be made with original equipment manufacturer (OEM) parts, non-original equipment manufacturer parts, remanufactured parts, or used parts. The Administrator makes the determination of which parts, whether OEM manufacturer parts, non-OEM manufacturer parts, remanufactured parts, or used parts, to use for replacement. The maximum amount that We will pay for a replacement part will not exceed the manufacturer's suggested retail price for the part. Labor time will be calculated using a nationally published estimating guide.**

If the term of this Agreement overlaps with the term of Your manufacturer's warranty, look first to Your manufacturer's warranty for coverage. This 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.

**The Obligor's total liability under this Agreement (including situations where the Agreement is issued as part of a refinance or subsequent to the original sale) shall not exceed the Actual Cash Value (ACV) of the Vehicle at the time the Agreement was purchased.**

## SECTION 3 YOUR RESPONSIBILITIES

### MAINTENANCE

Regular maintenance service is a condition of this Agreement. To keep this Agreement in force during its term, You must have the Vehicle serviced as recommended by the manufacturer's scheduled maintenance guide, or, if it is a used vehicle, as specified below in Minimum Services Required. You must keep all maintenance receipts and furnish them to the Licensed Repair Facility upon Administrator's request. Receipts listing date, mileage, services performed, and materials purchased are the only acceptable proof of maintenance. Receipts for self-service are required. At time of claim, be prepared to provide evidence that maintenance services have been performed.

### MINIMUM SERVICES REQUIRED

You must follow the manufacturer's maintenance requirements for new and used vehicles. This includes, but is not limited to engine oil changes, transmission services, or any other special services recommended and/or required by the manufacturer. At time of claim, be prepared to provide evidence that maintenance services have been performed.

### PROTECT THE VEHICLE FROM FURTHER DAMAGE

If a mechanical failure has occurred, it is Your responsibility to protect the Vehicle from further damage. Continued operation of the Vehicle after any Mechanical Breakdown occurs, will constitute a failure to protect the Vehicle. Failure to protect the Vehicle is not limited to continued operation after Mechanical Breakdown alone, but may constitute other acts of neglect by You.

### TRANSFER OF MANUFACTURER'S WARRANTY

You are responsible for the transfer, and any applicable transfer fees, to retain all manufacturer's warranties available on the Vehicle. Failure to transfer the manufacturer's warranty can result in nonpayment of a claim if the manufacturer's warranty would have normally been in effect if the transfer had not been made.

### TEAR DOWN AND DIAGNOSIS

In some cases, You may need to authorize the Licensed Repair Facility to tear down and diagnose the Vehicle to the point where damage is visible and a cause of failure can be determined. If the failure does not qualify as a Mechanical

Breakdown, You will be responsible for paying the costs associated with diagnosis, tear down, and repair.

## **SECTION 4 CLAIMS PROCEDURES**

**THE LICENSED REPAIR FACILITY MUST OBTAIN AN AUTHORIZATION NUMBER FROM THE ADMINISTRATOR PRIOR TO REPAIRING THE VEHICLE.**

**NO CLAIMS SHALL BE PAID WITHOUT PRIOR AUTHORIZATION FROM ADMINISTRATOR.**

The Administrator can be contacted at 800-526-8678 on Monday through Friday, 8 a.m. to 8 p.m. Eastern time, or Saturday 9 a.m. to 4 p.m. Eastern time. To contact the Administrator outside of these hours, please call 800-526-8678 and leave a message. The Administrator will respond to the message within one business day.

1. The Licensed Repair Facility must telephone the Administrator for verification of coverage and to obtain authorization to proceed with the repair. If the Administrator verifies that coverage is in force and determines that the Mechanical Breakdown results in a covered repair, then the Administrator will provide the Licensed Repair Facility with an authorization number.
2. The Administrator reserves the right to determine where repairs shall be made, investigate claims, and inspect Vehicle.
3. After the authorization number is provided to the Licensed Repair Facility and the repair is performed, all repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair to be eligible for payment.

## **SECTION 5 COVERAGE PLANS**

### **PROTECTOR I COVERAGE**

**If You selected Protector I Coverage for Motor Home, Travel Trailer, Pop-Up, Slide-In, or Teardrop, it provides for:**

Payment or reimbursement of costs authorized by the Administrator to repair or replace Mechanical Breakdown of covered part(s) or component(s) which are not listed in the Exclusions section of this Agreement, less Your deductible amount, and in accordance with all terms and conditions of this Agreement.

### **PROTECTOR II COVERAGE**

**If You selected Protector II Coverage for Motor Home, the following listed components are covered:**

**ENGINE:** All internally lubricated parts within the engine plus the cylinder block, cylinder heads, pistons, wrist pins, rings, cylinder liner sleeves, connecting rods and bearings, crankshaft and main bearings, camshaft, followers, lifters, cam bearings, push rods, valves, valve seats, retainers, springs, guides, bushings, rocker arms and shafts, timing chain or timing belt, timing gears, timing chain tensioners, eccentric shaft, balance shaft, oil pump, oil pump pick-up screen, drive shaft, water pump, fuel delivery pump, intake manifold, exhaust manifold(s), oil pan, valve cover(s), timing chain housing and cover, harmonic balancer, flywheel/flexplate, oil dipstick and tube, oil filter adapter housing, oil cooler, engine mounts and cushions, engine torque strut, vacuum pump.

**If You selected and paid for Diesel/Turbo Diesel Surcharge, the following additional parts are covered:** Diesel injection pump, fuel heater, injectors (except when the Mechanical Breakdown results from contamination). If You selected and paid the surcharge for Diesel/Turbo Diesel, the following parts are covered when the diesel engine is equipped by the original manufacturer with a turbocharger: Turbocharger-turbine and housing, wastegate/dump valve, intercooler or charged air cooler.

**TRANSMISSION:** All internally lubricated parts, torque converter, vacuum modulator, transmission mount and cushion, transmission oil cooler, transmission oil pan, electronic shift control unit and solenoids, dip stick and filler tube. Transmission case is covered if damage is due to the failure of an internally lubricated part.

**DRIVE AXLE (Front and Rear):** All internally lubricated parts including the differential housing, transaxle housing and final drive housing. Axle shafts, constant velocity joints including boots, universal joints, driveshaft(s), hub and hub bearings, supports, retainers and bearings. Housing (differential, transaxle, final drive) is only covered if damaged by an internally lubricated part.

**STEERING:** All internally lubricated parts including the steering gear housing, rack and pinion gear, power steering pump, main and intermediate shafts and

couplings, tilt/telescoping steering column, power steering pump, reservoir, oil cooler, power control valve and cylinder, pitman arm, idler arm, tie rod and tie rod ends, drag links, center link, bell cranks, hydraulic steering damper. The steering gear box is only covered if damaged by an internally lubricated part.

**ELECTRICAL (Chassis):** Starter motor, starter solenoid, alternator, voltage regulator, distributor, ignition coil(s), wiring harness, horns, manually operated switches, window defrosters, power mirror motors, wiper motors, power window motors, power door lock actuators, power seat motors, power antenna motor, cruise control transducer, engagement switch and servo, dashboard gauges, dashboard clock, manufacturer installed in-dash radio, turn signal switch, headlight switch, dual battery paralleling/isolator switch. Back up alarm, switch and relay.

**ELECTRONIC TECHNOLOGY:** Fuel injection sensors and control module, ignition module, anti-detonation sensors (knock sensor) and controller, electronic mixture-control unit and sensors. Anti-lock brake-electronic control module, wheel speed sensors, pump motor, pressure modulator valve and accumulator. Digital driver information display, power module and printed circuit boards. Remote control spotlight system, factory installed anti-theft alarm system.

**SUSPENSION (Front and Rear):** Includes strut bar and bushings, upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, steering knuckles, wheel bearings, stabilizer shaft and bushings, kingpin and bushings, torsion bars, spindle and spindle supports, coil springs, leaf springs, leaf spring shackles and bushings, suspension Leveling-Height sensor, control switch, compressor, air drier.

**If You selected Protector II Coverage for Motor Home, Travel Trailer, Pop-Up, Slide-In, or Teardrop, the following listed components are covered:**

**SUSPENSION SYSTEM:** Axle(s), spindles, hub bearings, wheel bearings, coil springs, leaf springs, spring hangers, rubberized suspension components.

**AIR CONDITIONER:** Compressor, clutch, clutch pulley, clutch coil, condenser, evaporator, POA valve, expansion and suction valves, orifice, accumulator, high/low pressure cutoff switch, receiver-drier, idler pulley and bearing, compressor mounts, temperature control programmer, power module, blower motor and fan, blower resistor, printed circuit boards, ducts, registers and outlets.

**HEATING & COOLING (Chassis):** Water pump including housing, impeller, bearings and bushings, radiator, engine thermostat, fan, fan clutch, fan motor, fan controller module, coolant recovery unit, electric block heater, fan shroud, heater core, heater ducts and registers.

**FUEL SYSTEM:** Fuel supply pump, fuel tank(s), auxiliary tank switch, fuel tank sending unit(s), fuel pressure regulator, fuel distributor, fuel injectors (except when the cause of Mechanical Breakdown is contamination), fuel injection pump.

**BRAKES:** Master cylinder, power assist booster and pump, wheel cylinders, combination valve, equalizer valve (proportioning valve), hydraulic control unit, disc calipers and rear actuators, power brake cylinder, backing plates, parking brake linkage and cables, transmission mounted parking brake actuator (except drum and brake shoes). Air brake system-compressor, tank, auto bleeder valve, diaphragm, treadle, compensating valve and slack adjusters.

**FRAME:** Metal frame, brackets and welds.

**INTERIOR/EXTERIOR:** Hood hinges, hood latch, hood springs. Door handles, door hinges. Storage compartment handles, hinges and latches. Glove box door handle, hinges and latches. Courtesy map light fixture and switch.

**WATER HEATER:** Burner assembly, tank, thermostat, thermocouple, gas valve, heating elements, control panel, electronic ignition assembly, wiring harness, control switches and printed circuit boards.

**FRESH WATER SYSTEM:** Water pump, compressor, water tank(s), manifold and faucets.

**WASTE SYSTEM:** Shower basin, toilet, sink(s), in sink-disposal and switch, holding tanks, gate valves, connections, pipes and traps.

**AIR CONDITIONING (Roof Mounted/Central System) 110 Volt or Central System:** Compressor, evaporator, condenser, accumulator, expansion valve, receiver drier, high/low cutoff switches, pressure cycling switch, electronic module, printed circuit boards, blower/fan motor, ducts and registers, thermostat, control panel, switches, ceiling fan(s), bathroom vent motor.

**RANGE AND OVEN:** Microwave oven, convection oven, power hood, range burner assembly, thermostat, thermocouple, burner valves, igniter/ignition assembly, printed circuit boards.

**L.P. GAS/PROPANE:** Regulators, gas bottles (except valves and gauges), mounting brackets, leak detector and automatic shut-off valve.

**HEATING SYSTEM:** Furnace except Special Hydronic Heating Units such as brand names: Aqua-Hot, Hydro-Hot, Oasis or Hurricane. Coverage includes igniter/ignition assembly, burner elements, thermocouple, gas valve, thermostat, control panel, blower/fan motors, printed circuit boards, ducts and registers.

**REFRIGERATOR AND FREEZER:** Thermostat, thermocouple, 2 or 3 way cooling unit, burner assembly, igniter, control panel, control switches, printed circuit boards.

**AUDIO/VIDEO ENTERTAINMENT:** Factory installed or factory approved-dealer installed (non-in dash mounted) stereo radio receiver, amplifier and speakers, disc player, television (high-def, LED, LCD – 4 max per vehicle).

**FRAME:** Metal frame, brackets and welds. Winch stand, frame landing gear, jack, coupler. Lift crank assembly for Pop-Ups.

**FLUIDS/LUBRICANTS:** We will reimburse for necessary fluids, lubricants and refrigerant to complete covered repairs.

**SEALS AND GASKETS:** Includes seals and gaskets and sealing boots for the named components listed under the selected coverage level shown on the Application Page. Slide Out - sealing boots, seals and gaskets or weather seals are covered for an aggregate limit of \$500 over the term of this Agreement. This coverage excludes weather-seals for doors and windows.

**WEAR AND TEAR:** A wear and tear Mechanical Breakdown will be deemed to occur when a covered component fails to perform its function as it was originally designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's design tolerance.

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### **PROTECTOR I WRAP COVERAGE (Motor Home only)**

If You selected Protector I Wrap Coverage for Motor Home, it provides for:

Payment or reimbursement of costs authorized by the Administrator to repair or replace Mechanical Breakdown of covered part(s) or component(s) as long as they are **not parts and components of the engine, transmission, or drive axle**; or listed in the Exclusions section of this Agreement. Payment or reimbursement is subject to Your deductible amount, and in accordance with all terms and conditions of this Agreement.

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### **COACH COVERAGE (Motor Home only)**

If You selected Coach Coverage for Motor Home, it provides for:

**SUSPENSION SYSTEM:** Axle(s), spindles, hub bearings, wheel bearings, coil springs, leaf springs, spring hangers, rubberized suspension components.

**AIR CONDITIONER:** Compressor, clutch, clutch pulley, clutch coil, condenser, evaporator, POA valve, expansion and suction valves, orifice, accumulator, high/low pressure cutoff switch, receiver-drier, idler pulley and bearing, compressor mounts, temperature control programmer, power module, blower motor and fan, blower resistor, printed circuit boards, ducts, registers and outlets.

**HEATING & COOLING (Chassis):** Water pump including housing, impeller, bearings and bushings, radiator, engine thermostat, fan, fan clutch, fan motor, fan controller module, coolant recovery unit, electric block heater, fan shroud, heater core, heater ducts and registers.

**FUEL SYSTEM:** Fuel supply pump, fuel tank(s), auxiliary tank switch, fuel tank sending unit(s), fuel pressure regulator, fuel distributor, fuel injectors (except when the cause of Mechanical Breakdown is contamination), fuel injection pump.

**BRAKES:** Master cylinder, power assist booster and pump, wheel cylinders, combination valve, equalizer valve (proportioning valve), hydraulic control unit, disc calipers and rear actuators, power brake cylinder, backing plates, parking brake linkage and cables, transmission mounted parking brake actuator (except drum and brake shoes). Air brake system-compressor, tank, auto bleeder valve, diaphragm, treadle, compensating valve and slack adjusters.

**FRAME:** Metal frame, brackets and welds.

**INTERIOR/EXTERIOR:** Hood hinges, hood latch, hood springs. Door handles, door hinges. Storage compartment handles, hinges and latches. Glove box door handle, hinges and latches. Courtesy map light fixture and switch.

**WATER HEATER:** Burner assembly, tank, thermostat, thermocouple, gas valve, heating elements, control panel, electronic ignition assembly, wiring harness, control switches and printed circuit boards.

**FRESH WATER SYSTEM:** Water pump, compressor, water tank(s), manifold and faucets.

**WASTE SYSTEM:** Shower basin, toilet, sink(s), in sink-disposal and switch, holding tanks, gate valves, connections, pipes and traps.

**AIR CONDITIONING (Roof Mounted/Central System) 110 Volt or Central System:** Compressor, evaporator, condenser, accumulator, expansion valve, receiver drier, high/low cutoff switches, pressure cycling switch, electronic module, printed circuit boards, blower/fan motor, ducts and registers, thermostat, control panel, switches, ceiling fan(s), bathroom vent motor.

**RANGE AND OVEN:** Microwave oven, convection oven, power hood, range burner assembly, thermostat, thermocouple, burner valves, igniter/ignition assembly, printed circuit boards.

**L.P. GAS/PROPANE:** Regulators, gas bottles (except valves and gauges), mounting brackets, leak detector and automatic shut-off valve.

**HEATING SYSTEM:** Furnace except Special Hydronic Heating Units such as brand names: Aqua-Hot, Hydro-Hot, Oasis or Hurricane. Coverage includes igniter/ignition assembly, burner elements, thermocouple, gas valve, thermostat, control panel, blower/fan motors, printed circuit boards, ducts and registers.

**REFRIGERATOR AND FREEZER:** Thermostat, thermocouple, 2 or 3 way cooling unit, burner assembly, igniter, control panel, control switches, printed circuit boards.

**AUDIO/VIDEO ENTERTAINMENT:** Factory installed or factory approved-dealer installed (non-in dash mounted) stereo radio receiver, amplifier and speakers, disc player, television (high-def, LED, LCD – 4 max per vehicle).

**FRAME:** Metal frame, brackets and welds. Winch stand, frame landing gear, jack, coupler. Lift crank assembly for Pop-Ups.

**FLUIDS/LUBRICANTS:** We will reimburse for necessary fluids, lubricants and refrigerant to complete covered repairs.

**SEALS AND GASKETS:** Includes seals and gaskets and sealing boots for the named components listed under the selected coverage level shown on the Application Page. Slide Out - sealing boots, seals and gaskets or weather seals are covered for an aggregate limit of \$500 over the term of this Agreement. This coverage excludes weather-seals for doors and windows.

**WEAR AND TEAR:** A wear and tear Mechanical Breakdown will be deemed to occur when a covered component fails to perform its function as it was originally designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's design tolerance.

## **SECTION 6 OPTIONAL COVERAGE**

The following is provided if the Option was selected on the Application Page and paid for by the Agreement Holder:

**AUXILIARY POWERPLANT/GENERATOR OPTION:** Provides coverage for the following if factory or dealer installed: all internally lubricated components of the powerplant engine including the engine block and cylinder head, starter, ignition coil, switches, hour meter and gauges, voltage regulator, generator assembly, monitor/control panel, printed circuit boards, shore power cord and reel.

**AV-DIGITAL TECHNOLOGY OPTION (Included in Protector I and Protector I Wrap):** Provides coverage for the following if factory or dealer installed: high-definition television/monitor(s) and back-up monitor; audio/video and high-definition disc player; audio/video cabling and hubs; home theater audio amplifier and speakers, satellite dish or antenna including rotator motors, signal amplifier, control panel and switches, converter and in motion-satellite receiver. This coverage excludes internet access devices, phone systems, game systems, personal computers and their monitors, MP3 or similar portable music/video players and their monitors.

**BROWN OUT OPTION:** Provides coverage on any covered component that is damaged due to a reduction in power.

**COMMERCIAL USE OPTION:** Provides coverage for a Vehicle which is operated as part of a for-profit business or enterprise; or a Vehicle which is used for daily, weekly, or monthly rentals; or a Vehicle which is leased up to a maximum of twelve (12) months. Rental or lease use requires that a single principal operator/renter/lessor/lessee is responsible for Vehicle maintenance and regular servicing. We require proof of maintenance for the investigation and validation of a claim. **No coverage is available if Vehicle is used for the following services: taxi,**



**livery, shuttle, emergency services, delivery services, off-road use or hauling.**

**CONVENIENCE PACKAGE OPTION (Included in Protector I and Protector I Wrap):**

This option provides coverage for the following if factory or dealer installed: rear view camera and monitor; "kitchen center" components (consisting of refrigerator, microwave oven, gas or electric burner, gas or electric grill, sink, faucet); ice maker, dishwasher, washer/dryer, trash compactor; monitor panel, thermometer, compass; carbon monoxide/smoke detectors; interior/exterior light fixtures (excluding lenses, bulbs and LEDs), light control switches, GFCI and electrical outlets, power converter and inverter; retractable awning power motor, control switch and power/manual crank worm gear mechanism (does not include rails, arms, track, frame); power step motor, power step control module, control switches and control panel. The following parts related to the leveling jack systems are covered if factory or dealer installed: motor(s), hydraulic/electric pump, actuators, jack assemblies, power cylinders, worm gear, gear sets, switches and wiring harness. The following parts of a slide-out system are covered if factory or dealer installed: motor, hydraulic/electric pump, actuators, power cylinders, worm gear and gear sets, control switches and wiring harness.

**HYDRONIC WATER HEATING SYSTEMS OPTION:** This option provides coverage for the following named components found in heating systems branded as Aqua-Hot, or similar units: diesel burner, heat exchanger, heater elements, pump, holding tank, thermostatic switches, printed circuit board, thermostat and control panel. Requires proof of annual service.

**SERVICE CALL REIMBURSEMENT UPGRADE OPTION:** In the event of a Mechanical Breakdown, We will pay the Licensed Repair Facility or We will reimburse You for reasonable service call charges up to one hundred seventy-five dollars (\$175.00) for an on-site repair of a covered component under this Agreement. A detailed receipt must be submitted to Administrator.

**SECTION 7 ADDITIONAL BENEFITS**

The following benefits are included in all Coverage Plans:

**SUBSTITUTE TRANSPORTATION:** In the event of a Mechanical Breakdown of a covered component or part, the Agreement Holder will be reimbursed for expenses incurred for substitute transportation while the Vehicle is being serviced as follows below. A detailed receipt must be submitted to Administrator.

1. Reimbursement is limited to the reasonable time to repair the Mechanical Breakdown, at no more than fifty dollars (\$50.00) per day until the repairs are completed, not to exceed seven (7) days. Substitute transportation must be supplied by the selling dealer or a duly licensed rental agency.
2. In the event that repairs are scheduled to be completed in 2 days or less, the Agreement Holder may use a licensed ride-share provider (e.g., Uber, Lyft) instead of a rental vehicle. Reimbursement is limited to the reasonable time to repair the Mechanical Breakdown, at no more than fifty dollars (\$50.00) per day until the repairs are completed, not to exceed two (2) days. Administrator will not reimburse for both ride-share and rental vehicle if each is utilized on the same day.

**TRIP INTERRUPTION/TRAVEL EXPENSE:** When Your Vehicle is disabled due to a covered Mechanical Breakdown more than 100 miles from the Agreement Holder's Address listed on the Application Page, We will reimburse You for up to five (5) days for lodging and restaurant meal expenses up to a maximum of \$125.00 per day subject to the following conditions: (1) The Mechanical Breakdown causes a delay in route to Your destination. (2) The date of the Mechanical Breakdown will be considered the first day of the five (5) day maximum period. The expense must be incurred between the time of the Mechanical Breakdown and the time the repairs are complete, or by the end of the third calendar day subsequent to the Mechanical Breakdown date if the repairs are not completed, whichever occurs first. Receipts are required for reimbursement.

**REDUCED DEDUCTIBLE AT THE SELLING DEALER:** If You choose the selling dealer listed on the Application Page to perform repairs to Your Vehicle, the deductible will be reduced by \$50.00. This is not applicable to \$0 deductible.

**FOOD SPOILAGE:** In the event of a Mechanical Breakdown to a covered refrigerator or freezer which results in a loss of perishable food or beverages (does not include alcoholic beverages), We will reimburse You up to seventy-five dollars (\$75.00). A detailed receipt must be submitted to Administrator. This benefit is not available on Agreements purchased in the state of California.

**FUEL/L.P. GAS REPLACEMENT:** In the event of a Mechanical Breakdown to a covered fuel tank or L.P. gas bottle which results in the draining of fuel or L.P. gas, We will reimburse You up to fifty dollars (\$50.00) per occurrence. A detailed

receipt must be submitted to Administrator.

**MANUFACTURER WARRANTY DEDUCTIBLE:** In the event of a Mechanical Breakdown of a covered component/part which is still under manufacturer's warranty and results in You having to pay a deductible to the manufacturer, We will reimburse You up to \$100.00. Written documentation of the deductible payment must be submitted to Administrator.

**SERVICE CALL:** In the event of a Mechanical Breakdown of the Vehicle's slide-out systems, jack systems, braking systems, or lighting systems which prevents You from towing the Vehicle to a Licensed Repair Facility, We will pay the Licensed Repair Facility or We will reimburse You for reasonable service call charges up to one hundred twenty-five dollars (\$125.00) per occurrence. This benefit only applies to a Mechanical Breakdown of the Vehicle's slide-out systems, jack systems, braking systems, or lighting systems covered under this Agreement. A detailed receipt must be submitted to Administrator.

**EMERGENCY ROADSIDE ASSISTANCE:** If Your Vehicle is disabled and this Agreement is in effect, 24-hour roadside service is available by calling toll free 866-995-7044. The following services are available:

**Towing Assistance:** A tow to the nearest Licensed Repair Facility, not to exceed five hundred dollars (\$500) per occurrence.

**Battery Boost:** If You incur a charging system or battery discharge for any reason, a jump-start will be applied to start the Vehicle, not to exceed one hundred dollars (\$100) per occurrence.

**Flat Tire Assistance:** In the event of a flat tire on the Vehicle, service consists of removal of the flat tire and replacing it with the spare tire, not to exceed one hundred dollars (\$100) per occurrence. If the Vehicle has no inflated spare or, if it has two (2) or more flat tires, the Vehicle will be towed to the nearest service facility.

**Fuel, Oil, Fluid and Water Delivery Service:** An emergency supply of fuel, oil, fluid and water will be delivered if You have an immediate need. This service pays up to one hundred dollars (\$100) per occurrence. You must pay for the fuel, oil or other fluids upon delivery.

**Lock-Out Assistance:** If Your keys are locked inside Your Vehicle, assistance will be provided to gain entry into Your Vehicle. This service pays up to one hundred dollars (\$100) per occurrence.

**RV Technical Assistance:** If You need technical assistance with basic troubleshooting, such as problems with retracting a slide room, raising or lowering the leveling jacks, problems with power, or problems with various appliances, assistance will be provided and, if necessary, the location of a service facility will be provided to You. **RV Technical Assistance Services are limited to a maximum of three (3) uses per twelve (12) month period of coverage during the term of this Agreement.**

**Exclusions: The following services/items are not covered under Emergency Roadside Assistance:**

1. Cost of parts, replacement keys, fuel, fluids, lubricants and the cost of installation of products, materials, or additional labor relating to towing.
2. Any Service covered under a valid manufacturer's warranty or roadside assistance program.
3. Non-emergency mounting or removing of any tires, snow tires or chains. Tire repair.
4. Towed trailers or any vehicles in tow attached to the covered Vehicle including Camping Trailers and Travel Trailers unless Vehicle has been selected as Vehicle Type on the Application Page and paid for. Towing from a repair shop or repair work performed at a service station, repair shop or garage. Service on a Vehicle that is not in a safe condition to be towed. Non-emergency towing or for any other non-emergency services. Impound towing, or towing by other than an authorized service provider. Vehicle storage charges or a second tow. Towing or service on roads not regularly maintained such as sand beaches, open fields, forests, and areas designated as not passable due to construction or weather. Towing at the discretion of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking or other violations of the law.

Roadside assistance benefits and services provided by QuestX, 106 West Tolles Drive, St. Johns, Michigan 48879.

**SECTION 8 AGREEMENT TRANSFER**

This Agreement, while in-force, may be transferred by the original Agreement Holder to the subsequent owner of the Vehicle. To request transfer, the Agreement Holder can obtain a Transfer Application from the Seller or from the Administrator. The Agreement Holder must complete and submit the Transfer

Application to the Administrator, along with a fee of one hundred dollars (\$100.00), within thirty (30) days of the Agreement Holder's sale or transfer of the Vehicle to the subsequent owner. Written evidence of all required maintenance services must be provided to the Administrator upon transfer. The subsequent owner must also transfer the manufacturer's warranty, if available. Transfer is limited to an individual purchaser of the Vehicle (not a dealer) and the title may not pass through a dealer.

Approval of transfers is at the discretion of the Administrator and may be declined for any reason. If the Transfer application is accepted, all terms and conditions of the original Agreement will apply to the transferee.

## SECTION 9 SUBSEQUENT AGREEMENT

You may make a request to purchase a subsequent agreement for the Vehicle prior to the expiration of this Agreement subject to the following:

1. The subsequent agreement is of equal or lesser coverage and term as this Agreement.
2. Eligibility for, and cost of, the subsequent agreement will be based on the mileage of the Vehicle at time of request, the model year of Vehicle, and the underwriting guidelines of National Auto Care at the time of request.
3. Complete maintenance records must be provided to Administrator for verification that manufacturer's minimum services were completed.
4. You must make your request to purchase the subsequent agreement at least thirty (30) days and one thousand (1,000) miles prior to the expiration of this Agreement. For instructions on how to make a request, please contact the Administrator.

## SECTION 10 AGREEMENT CANCELLATION

**Cancellation by You**-You may cancel this Agreement at any time. Please contact the Seller or Administrator for a cancellation request form. Cancellations are processed as follows:

- (a) If You request cancellation **within thirty (30) days** of the Agreement Effective Date **and no claim has been made**, We will void the Agreement and You will receive a full refund of the Agreement Sales Price with no cancellation fee imposed.
- (b) If You request cancellation **within thirty (30) days** of the Agreement Effective Date, **and a claim has been paid or is pending to be paid**, We will refund the prorated Agreement Sales Price based on the greater of the days remaining in force or the miles driven under the Agreement Term, less a cancellation fee of seventy-five dollars (\$75.00).
- (c) If You request cancellation **more than thirty (30) days after** the Agreement Effective Date, We will refund the prorated Agreement Sales Price based on the greater of the days remaining in force or the miles driven under the Agreement Term, less a cancellation fee of seventy-five dollars (\$75.00).

In the event the cost of this Agreement was financed, and a refund is owed, then the lender of said financing will be additionally named on the refund check. However, if Your Vehicle is repossessed or is deemed a total loss, the lender will be named the sole payee on the refund check, and the refund check will be delivered to the lender.

In most cases, if a refund is due, the amount is processed and delivered to You by the Seller.

**Cancellation by Us**-We may cancel this Agreement as described below:

- (a) We may cancel this Agreement at any time if any of the following occur:
  - i. The Vehicle is a total loss or is repossessed.
  - ii. The Vehicle's odometer has been non-functional, or repaired/replaced without fifteen (15) day notification to Administrator.
  - iii. The Vehicle is used or modified in any manner that would exclude coverage under this Agreement.
  - iv. You committed fraud or materially misrepresented any fact in connection with entering this Agreement.

We will refund the prorated Agreement Sales Price based on the greater of the days remaining in force or the miles driven under the Agreement Term, less a cancellation fee of seventy-five dollars (\$75.00).

In the event the cost of this Agreement was financed, and a refund is owed, then the lender of said financing will be additionally named on the refund check. However, if Your Vehicle is repossessed or is deemed a total loss, the

lender will be named the sole payee on the refund check, and the refund check will be delivered to the lender.

- (b) We may cancel this Agreement within one hundred twenty (120) days of the Agreement Effective date if, after You took delivery of the Vehicle, the financing for the Vehicle was declined, the Vehicle was returned to the dealer, and no claim has been paid or is pending to be paid. We will refund the full Agreement Sales Price and no cancellation fee will be imposed.

## SECTION 11 EXCLUSIONS

This Agreement does not provide coverage for:

1. Reimbursement for any repair or replacement made without prior authorization from Administrator to Licensed Repair Facility.
2. Any repair for the purpose of correcting engine compression, correcting oil consumption, or the gradual reduction of performance when a Mechanical Breakdown has not occurred. Valve grinding, burnt valves, stuck valves, burnt piston, and/or stuck rings are not covered.
3. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants or improper engine adjustments. Any Mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders.
4. Loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, loss of income, or other incidental or consequential damages, including, but not limited to loss or damage or injury to persons or property resulting from Mechanical Breakdown of any of the covered parts.
5. Any repair that has been misdiagnosed by the Licensed Repair Facility, any failure that cannot be verified as accurate or is found to be inaccurate, or any failure related to a previous repair.
6. Accidental loss or damage, physical damage, collision or upset, falling missiles or objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, reverse polarity, power surge (unless Brown Out Option has been selected and paid for on the Application Page), electrical overload (unless Brown Out Option has been selected and paid for on the Application Page), freezing, wind damage, acts of God, malicious mischief, vandalism, riot, civil commotion, negligence, or misuse.
7. Any Mechanical Breakdown caused by rust, residue, electrolysis or corrosion.
8. Nuts, bolts, or fasteners unless internally lubricated.
9. Any pre-existing condition, any component(s) that were not functioning properly at the time the Vehicle was delivered to the Agreement Holder, or failures which occurred prior to the Effective Date of this Agreement. When the selling dealer or independent repair facility using the Administrator's inspection form verifies that the protected assemblies are in proper working condition, We will waive the Pre-Existing condition exclusion in this Agreement.
10. Repairs to seized or damaged parts due to operation without sufficient oil or coolant.
11. Engine block and cylinder heads if damaged by overheating, freezing, or warpage.
12. Any Vehicle that has been issued a restricted title, including but not limited to: salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only, or if said vehicle is declared a "lemon."
13. A Mechanical Breakdown of a covered component/part caused by an Agreement Holder's refusal to perform reasonable repairs recommended by the dealer, Seller, Licensed Repair Facility, or Administrator.
14. Damage to a non-covered part by a covered part. Damage to a covered part by non-covered part.
15. Commercial Use Vehicles, unless Commercial Use Option has been selected and paid for on the Application Page.
16. Snow removal equipment, and/or Vehicles using snow removal equipment.
17. Any equipment not installed by the manufacturer.
18. Any Vehicle modified or altered from original manufacturer specification not approved by the manufacturer. Any alterations made to Your Vehicle or You are using Your Vehicle in a manner not recommended by the manufacturer including but not limited to: failure of any custom or add-on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer, emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications.
19. Diagnostic or tear down time when a Mechanical Breakdown is not covered by the Agreement. Any cost incurred for disassembly or diagnosis is at Your

expense if the inspection determines that the Mechanical Breakdown was not caused by the failure of a part covered by this Agreement.

20. Mechanical Breakdown or failure costs that should be covered by a manufacturer's warranty, recall, factory bulletin, or any other mechanical breakdown coverage. Mechanical Breakdown or failure costs that are covered by the warranty of parts or workmanship on a previously repaired or replaced component.
21. Any Mechanical Breakdown or failure occurring outside of the United States or Canada. Repairs made outside the United States or Canada.
22. Shop supplies or fees for items such as, but not limited to, shop towels, cleaners, silicone spray, brake cleaner, or disposal fees for oil or filters. Freight charges, storage charges, miscellaneous charges, document charges, insurance administration charges, hazardous waste charges and any repair to retrofit or replace components due to compliance with any law or legislation.
23. A vehicle used for the business purpose of livery, farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, unless Commercial Use Option has been selected and paid for on the Application Page.
24. Repairs beyond those required to correct a Mechanical Breakdown.
25. Damage caused by continued operation of an impaired Vehicle.
26. Damage caused by towing the Vehicle in a manner not consistent with manufacturer's recommendations.
27. Overloading the Vehicle beyond the manufacturer's recommended capacity.
28. Towing a trailer or another Vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
29. Repairs to Your Vehicle when it is known by You that Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven.
30. Repairs required because of technician negligence, sludge or carbon deposits, or the failure to perform the manufacturer's recommended maintenance including appliance and HVAC (heater, ventilation, air conditioner) systems.
31. Service adjustments and cleaning, reprogramming unrelated to the repair of a covered Mechanical Breakdown. Repositioning, refitting, adjustment or alignment not related to a covered Mechanical Breakdown.
32. All maintenance services. HVAC (heater, ventilation, air conditioner) recharge, refrigerant, coolant, lubricants, and fluids not related to the repair of a covered Mechanical Breakdown. Batteries, belts, hoses, filters and normal fluid/oil/lubricant seepage. Tune up, ignition wires, spark plugs, distributor cap, rotor, glow plugs, oxygen sensor(s), PCV systems, EGR valve, wiper blades. Fasteners unless required to complete repairs to a covered Mechanical Breakdown. Bent, warped or sagging frame or frame members and frame supports. Tires, wheels, wheel covers, hub caps, wheel balancing, suspension struts, shock absorbers, disc brake pads, brake shoes, brake drums, rotors. Manual clutch system, pressure plate, pilot and throwout bearing, hydraulic slave cylinder(s). Sealed beams, light bulbs, lenses. Exhaust system including catalytic converter(s) except exhaust manifolds.
33. Paint, finish, tile, wood flooring, sub flooring/underlayment, carpeting and resilient floor coverings, trim or ornamentation, moldings, windshield and all glass, body structure, door and window framing, bright metal, bumpers and metal supports, sheet metal, body panels, interior/exterior wall and roof panels.
34. Repairs or adjustments to correct squeaks, air, wind and water leaks. Water intrusion or water damage.
35. Weather-strips, caulking, grouting, body and glass sealants or adhesives, delamination, discolored finishes and surfaces.
36. Cabinets, drawers and furniture. Canvas, vinyl, foam or fabric material coverings or any upholstery and padding, awning fabric, window decorations, shades and blinds, mirrors, plastic/glass window panels, fiberglass panels, and convertible top roof panels. Buttons, knobs, handles, floor mats, dash pad and console, air bag(s), seat belts, side and rear-view mirror reflectors.
37. Audio/video headphones, radar detectors, cellular phones and phone systems, CB radio, Internet and satellite communication system access devices, game systems, personal computers and their monitors, I-Pod/MP3 or similar portable music/video players. Audio video-cabling and hubs, high definition television/monitor(s) and back up monitor, high definition DVD player, home theater audio system, satellite dish or antenna including rotor motors, signal amplifier, control panel and switches, converter and in motion-satellite receiver, unless AV-Digital Technology Option has been selected and paid for on the Applications Page.
38. Aqua-Hot, Hydro-Hot, Oasis or Hurricane systems, unless Hydronic Water

Heating Systems Option has been selected and paid for on the Applications Page.

## SECTION 12 ALTERNATIVE DISPUTE RESOLUTION

THE AGREEMENT HOLDER AND OBLIGOR HEREBY AGREE THAT ALL DISPUTES, CLAIMS, OR CONTROVERSIES OF ANY KIND OR NATURE BETWEEN THE PARTIES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ITS PERFORMANCE, INTERPRETATION, OR BREACH SHALL BE RESOLVED EXCLUSIVELY BY USE OF THE ALTERNATIVE DISPUTE RESOLUTION MECHANISMS SET FORTH BELOW:

### 1. Good faith efforts

The parties shall initially engage in good faith efforts, via oral or written communications, to negotiate any dispute, claim, or controversy of any kind or nature between the parties, arising out of or in any way related to this Agreement, its performance, interpretation, or breach. If the communications are oral, they should be thereafter confirmed in writing and delivered to the other party. If a party is represented by an attorney, then the attorney fees and costs related to said representation shall be borne by said party. The attorney fees and costs will not be part of, considered, or included in the negotiation, resolution, or settlement of a dispute, claim or controversy under good faith efforts.

### 2. Mediation

If good faith efforts are not successful, the parties shall engage in mediation that is administered by a mediation company such as the American Arbitration Association, JAMS, or any other mediation company the parties agree to use. The mediation will be conducted in accordance with the rules and procedures of the mediation company which was selected to administer the mediation. All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the parties. If a party is represented by an attorney, then the attorney fees and costs related to said representation shall be borne by said party. The attorney fees and costs will not be part of, considered, or included in the settlement resulting from mediation.

### 3. Arbitration

**Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.**

If both good faith efforts and mediation are not successful, then the parties shall pursue arbitration that is administered by an arbitration company such as the American Arbitration Association, JAMS, or any other arbitration company that the parties agree to use. The arbitration will be conducted in accordance with the rules and procedures of the arbitration company which was selected to administer the arbitration. The award rendered by the arbitrator shall be final and binding upon the parties. Judgment on the award may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The award shall be made within 12 months of the filing of the notice of intention to arbitrate (demand), and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties. The prevailing party shall be entitled to an award of reasonable attorney fees. The Federal Arbitration Act, 9 U.S.C. §1, et seq., will govern and no state, local, or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. Please refer to the Special State Requirements and Disclosures section of this Agreement for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impeached or struck.

## SECTION 13 SPECIAL STATE DISCLOSURES

The following state requirements and disclosures apply to this Agreement and supersede any sections to the contrary.

### ALABAMA

•Service Contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

•Section 10 Agreement Cancellation is modified as follows:

The cancellation fee is amended to twenty-five dollars (\$25.00).

Under **Cancellation by You**, the following is added to (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder,

and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

Under **Cancellation by Us**, the following is added to (a): If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the cancellation, the effective date of the cancellation, and will be delivered at least five (5) days prior to the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of Agreement Sales Price or a material misrepresentation by You to Us relating to the covered Vehicle or its use.

•Section 12 **Alternative Dispute Resolution**, item 3 **Arbitration** is modified as follows: Arbitration shall be held in the county in which the contract holder lives in the state of Alabama.

#### ALASKA

•Section 2 **General Provisions**, Paragraph 1 is deleted in its entirety and replaced with the following: **Our obligations and performance to You are guaranteed and insured by a policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596. If You have not received payment or service on a claim within thirty (30) days of submission of proof of loss to Us, or if We fail to provide a refund, or if We otherwise do not fulfill Our obligations under this Agreement, You may make a claim directly to American Bankers Insurance Company of Florida at its address above or by calling toll free 866-306-6694.**

•Section 10 **Agreement Cancellation** is modified as follows:

The cancellation fee is the lesser of seventy-five dollars (\$75.00) or 7.5% of the unearned provider fee paid by You.

Under **Cancellation by You**, the following is added to paragraph (a): The right to void this Agreement is not transferrable and applies only to the original Agreement Holder, and only if no claim has been made. A penalty of ten percent (10%) of the Agreement Sales Price for each month shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

Under **Cancellation by You**, the following is added to paragraphs (b) and (c), all references to “prorated Agreement Sales Price” are deleted and replaced with prorated amount of the unearned Agreement Sales Price.

Under **Cancellation by You**, the following is added to paragraphs (b) and (c): A penalty of ten percent (10%) of the unearned Agreement Sales Price for each month shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

Under **Cancellation by Us**, the following replaces paragraph (a) i, ii, iii, and iv: We may only cancel this Agreement if any of the following occur:

- (1) nonpayment of the provider fee;
- (2) conviction of the Agreement Holder of a crime having as one of its necessary elements an act increasing a hazard covered by the Agreement;
- (3) discovery of fraud or material misrepresentation made by the Agreement Holder or a representative of the Agreement Holder in obtaining the Agreement or by the Agreement Holder pursuing a claim under the Agreement;
- (4) discovery of a grossly negligent act or omission by the Agreement Holder that substantially increases the hazards covered by the Agreement;
- (5) physical changes in the property covered by the Agreement that result in property becoming ineligible for coverage under the Agreement; or
- (6) a substantial breach of duties by the Agreement Holder related to the covered Vehicle.

Under **Cancellation by Us**, paragraph (b) is deleted in its entirety.

Under **Cancellation by Us**, the following is added: If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice shall state the effective date of the cancellation, the reason for the cancellation, and will be delivered at least five (5) days prior to the effective date of cancellation. Prior notice is not required if the reason for cancellation is (1) or (3) above. The refund language “prorated Agreement Sales Price” is deleted and replaced with prorated amount of the unearned Agreement Sales Price. A penalty of ten percent (10%) of the unearned Agreement Sales Price for each month shall be added to a refund that is not paid or credited within forty-five (45) days after Our cancellation of this Agreement and no cancellation fee will be charged.

#### ARKANSAS

•Section 10 **Agreement Cancellation** is modified as follows:

The cancellation fee is amended to fifty dollars (\$50.00).

#### COLORADO

•Our obligations and performance to You are guaranteed and insured under policy number SFM-3-CO-1-4 issued by American Bankers Insurance Company of Florida.

#### CONNECTICUT

•This Agreement does not provide for in-home service.

•You have the right to cancel this Agreement if You return the Vehicle, or the Vehicle is sold, lost, stolen, or destroyed.

•Section 2, **General Provisions** the first paragraph is amended to include the following: Please call American Bankers Insurance Company of Florida at 1-866-306-6694 to file a claim.

•Section 7 **Additional Benefits** is amended as follows:

Under **EMERGENCY ROADSIDE ASSISTANCE, Towing Assistance**, the following is added: Any amount over this limit must be paid by You.

•Section 12 **Alternative Dispute Resolution** is replaced in its entirety with the following: Under R.C.S.A. § 42-260-3, the parties to this Agreement must make reasonable efforts to resolve disputes related to this Agreement. In the event a resolution cannot be reached, You may file a formal written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Vehicle, the cost to repair the Vehicle, and a copy of this Agreement. An examiner in the Consumer Affairs Division will review Your complaint and mediate the dispute. If the examiner is unable to resolve the dispute through mediation, the matter will be transferred to the Arbitration Unit in the Insurance Department to begin arbitration proceedings pursuant to R.C.S.A. § 42-260-4.

•If this Agreement expires while covered repairs are in process, the term of this Agreement will be automatically extended to the date that the Vehicle is released from the repair facility.

#### DISTRICT OF COLUMBIA

•Section 3, **Your Responsibilities**, is amended to add the following: You must follow the manufacturer’s maintenance and any owner’s manual requirements for new and used vehicles.

•SECTION 10, **AGREEMENT CANCELLATION**, is amended as follows:

Under **Cancellation by You**, the following is added to paragraph (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A penalty of ten percent (10%) of the Agreement Sales Price per month shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

Under **Cancellation by You**, paragraphs (b) and (c), the refund language “prorated Agreement Sales Price” is deleted and replaced with one hundred percent (100%) of the unearned prorated Agreement Sales Price. The cancellation fee is deleted and replaced with an administrative fee not to exceed 10% of the gross Agreement Sales Price or seventy-five dollars (\$75.00), whichever is less.

Under **Cancellation by Us**, the following is added: If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice shall state the effective date of the cancellation, the reason for the cancellation, and will be delivered at least five (5) days prior to the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement Sales Price, a material misrepresentation by the You to Us, or a substantial breach of duties by You relating to the covered product or its use. If the Agreement is cancelled by Us for a reason other than nonpayment of the Agreement Sales Price, the refund language “prorated Agreement Sales Price” is deleted and replaced with 100% of the unearned pro rata Agreement Sales Price. The cancellation fee is deleted and replaced with an administrative fee not to exceed 10% of the gross Agreement Sales Price or seventy-five dollars (\$75.00), whichever is less.

#### GEORGIA

•On page 1 under Vehicle Service Agreement Acknowledgement, the eighth bullet is replaced in its entirety with: The above vehicle is ineligible for coverage if, while owned by Agreement Holder, it is modified or altered from the original manufacturer’s specification at any time during the term of this Agreement.

•Under Section 2 **General Provisions**, the first sentence in paragraph four is deleted and replaced with: This Agreement shall be invalidated if there has been an inaccuracy, tampering, or alteration to the odometer mileage of the Vehicle, while owned by You, so that the Vehicle’s true and actual mileage is not shown on the odometer or cannot be determined. The seventh paragraph in General Provisions is deleted and replaced with: **The Obligor’s total liability under this Agreement shall not exceed the actual cash value of any of the covered parts and of the labor for repairs or replacement thereof, or of the actual cash value of the Vehicle less the applicable deductible. Actual cash value to be calculated as of the most recent repair date using a nationally published estimated guide, using the Agreement Holder’s address of residence and zip code.**

•Section 10 **Agreement Cancellation** is replaced in its entirety with the following: **Cancellation by You:** You may cancel this Agreement at any time. Contact the Administrator or Seller to request a cancellation request form. You will receive a



full refund of the Agreement Sales Price if You cancel within thirty (30) days of the Agreement Effective Date and no cancellation fee will be charged. If cancellation is after thirty (30) days of the Agreement Effective Date, the refund is the prorated Agreement Sales Price based on the greater of the days remaining in force or miles driven under the Agreement Term, and no cancellation fee will be charged.

**Cancellation by Us:** We may only cancel for fraud, material misrepresentation, or nonpayment of the Agreement Sales Price. If cancellation is for nonpayment, a ten (10) day notice shall be given, otherwise a thirty (30) day notice shall be given. Notice shall be mailed by first class mail to the last address We have on record for You. The amount of the refund will be the prorated Agreement Sales Price based on the greater of the days remaining in force or miles driven under the Agreement Term. No cancellation fee will be charged. Cancellations will confirm to OCGA 33-24-44.

•Section 11 **Exclusions** is amended as follows. #5 is replaced in its entirety with: Any damage known by You that existed prior to the Agreement Effective Date. #9 is revised to: Any conditions known to You that existed to any component(s) that were not functioning properly at the time the Vehicle was delivered to the Agreement Holder. #18 is replaced in its entirety with: Any Vehicle, while owned by You, modified or altered from original manufacturer specification not approved by the manufacturer. Any alterations to Your Vehicle, while owned by You, or if You are using Your Vehicle in a manner not recommended by the manufacturer including but not limited to: failure of any custom or add-on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer, emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications. #29 is replaced in its entirety with: Repairs when, while owned by You, Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason. #30 is replaced in its entirety with: Repairs required because of technician negligence, carbon deposits, or the failure to perform the manufacturer's recommended maintenance including appliance and HVAC (heater, ventilation, air conditioner) systems.

•The arbitration provision in Section 12 **Alternative Dispute Resolution** is not applicable.

#### **HAWAII**

•Section 10 **Agreement Cancellation** is modified as follows:

Under **Cancellation by You**, the following is added to (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

Under **Cancellation by Us**, the following is added to (a): If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the cancellation, the effective date of the cancellation, and will be delivered at least five (5) days prior to the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of Agreement Sales Price, a material misrepresentation by You to Us relating to the covered Vehicle or its use, or Your substantial breach of Your duties under this Agreement.

#### **IDAHO**

•Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guaranty Association.

•Section 4 **Claims Procedures** is modified as follows: Emergency Repairs- Should an emergency occur which requires a Mechanical Breakdown repair to be made at a time when the Administrator's office is closed, and You choose to have the Vehicle repaired, You are responsible for paying for the repair. To request reimbursement, You must notify the Administrator of the repair on the next business day so that the Administrator can determine if there was a covered Mechanical Breakdown. If the Administrator determines there was a covered Mechanical Breakdown, then Administrator will pay you in accordance with the terms and conditions of this Agreement. You must retain any replaced parts for Administrator's inspection. All repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair. Your claim will not be denied solely because of lack of prior authorization.

•Section 10 **Agreement Cancellation** is modified as follows: The cancellation fee is amended to fifty dollars (\$50.00).

#### **INDIANA**

•This Agreement is not insurance and is not subject to Indiana insurance law.

• Under Section 2, **General Provisions**, the first paragraph is deleted and replaced in its entirety with: The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to perform or make payment due under the Agreement within sixty (60) days after

You request the performance or payment (including any applicable requirement under the Agreement that We refund any part of the cost of the Agreement upon cancellation of the Agreement), You may request the performance or payment directly from American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157-6596, or call the toll-free number at 1-866-306-6694.

#### **IOWA**

•This Agreement is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

•If You have questions regarding this Agreement, You may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. Phone: 515-654-6600.

•Section 4 **Claims Procedures** is modified as follows: Emergency Repairs- Should an emergency occur which requires a Mechanical Breakdown repair to be made at a time when the Administrator's office is closed, and You choose to have the Vehicle repaired, You are responsible for paying for the repair. To request reimbursement, You must notify the Administrator of the repair on the next business day so that the Administrator can determine if there was a covered Mechanical Breakdown. If the Administrator determines there was a covered Mechanical Breakdown, then Administrator will pay you in accordance with the terms and conditions of this Agreement. You must retain any replaced parts for Administrator's inspection. All repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair. Your claim will not be denied solely because of lack of prior authorization.

•Section 10 **Agreement Cancellation** is modified as follows: The cancellation fee is amended to be the lesser of \$75 or ten percent (10%) of the purchase price paid by You.

Under **Cancellation by You**, the following is added to (a): A ten percent (10%) penalty shall be added each month to a refund that is not paid to You within thirty (30) days after Our receipt of the cancellation request form.

Under **Cancellation by You**, (b) is revised to state: If You request cancellation within thirty (30) days of the Agreement Effective Date and a claim has been paid or is pending to be paid, We will refund You in an amount equal to one hundred percent of the unearned Agreement Sales Price paid, calculated on a pro rata basis based on the greater of the days remaining in force or miles driven under the Agreement Term, less any claims paid, less cancellation fee.

Under **Cancellation by You**, (c) is revised to state: If You request cancellation more than thirty (30) days after the Agreement Effective Date, We will refund You in an amount equal to one hundred percent of the unearned Agreement Sales Price paid, calculated on a pro rata basis based on the greater of the days remaining in force or miles driven under the Agreement Term, less any claims paid, less cancellation fee.

Under **Cancellation by Us**, the following is added to (a): If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the cancellation, the effective date of the cancellation, and will be delivered at least fifteen (15) days prior to the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered product or its use. If this Agreement is cancelled by Us for any reason other than nonpayment of the purchase price, We shall refund You in an amount equal to one hundred percent of the unearned Agreement Sales Price paid, calculated on a pro rata basis based upon the greater of the days remaining in force or miles driven under the Agreement Term, less any claims paid, less cancellation fee.

#### **MAINE**

•Section 2, **General Provisions**, first paragraph, is deleted and replaced with the following: The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the Agreement Sales Price, within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-866-306-6694.

•Section 4 **Claims Procedures** is modified as follows: Emergency Repairs- Should an emergency occur which requires a Mechanical Breakdown repair to be made at a time when the Administrator's office is closed, and You choose to have the Vehicle repaired, You are responsible for paying for the repair. To request reimbursement, You must notify the Administrator of the repair on the next business day so that the Administrator can determine if there was a covered Mechanical Breakdown. If the Administrator determines there was a covered Mechanical Breakdown, then Administrator will pay you in accordance with the terms and conditions of this Agreement. You must retain any replaced parts for

Administrator's inspection. All repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair. Your claim will not be denied solely because of lack of prior authorization.

•Section 10 **Agreement Cancellation** is modified as follows: The cancellation fee is amended to be the lesser of \$75 or ten percent (10%) of the purchase price paid by You.

Under **Cancellation by You**, (a) is revised to state: If You request cancellation within thirty (30) days of the Agreement Effective Date and no claim has been made, We will void the Agreement and We will refund the full Agreement Sales Price, and any sales tax refund required pursuant to state law, and no cancellation fee will be imposed. The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A penalty of ten percent (10%) of the Agreement Sales Price outstanding per month shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

Under **Cancellation by You**, (b) is revised to state: If You request cancellation within thirty (30) days of the Agreement Effective Date and a claim has been paid or is pending to be paid, We will refund an amount equal to one hundred percent of the unearned Agreement Sales Price, calculated on a pro rata basis based on the greater of the days remaining in force or miles driven under the Agreement Term, less any claims paid, less cancellation fee.

Under **Cancellation by You**, (c) is revised to state: If You request cancellation more than thirty (30) days after the Agreement Effective Date, We will refund You in an amount equal to one hundred percent of the unearned Agreement Sales Price, calculated on a pro rata basis based on the greater of the days remaining in force or miles driven under the Agreement Term, less any claims paid, less cancellation fee.

Under **Cancellation by Us**, the following is added to (a): If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the cancellation, the effective date of the cancellation, and will be delivered at least fifteen (15) days prior to the effective date of cancellation.

Under **Cancellation by Us**, the second paragraph of (a) which begins with "We will refund the . . ." is deleted and replaced with: If We cancel this Agreement for a reason other than nonpayment of the Agreement Sales Price, We shall refund 100% of the unearned pro rata Agreement Sales Price, less any claims paid, less cancellation fee.

#### **MARYLAND**

•Under Section 10 **Agreement Cancellation, Cancellation by You**, the following is added to (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

•This Agreement will automatically extend if we fail to provide services under the contract and will not terminate until the services are performed.

#### **MASSACHUSETTS**

•The entity obligated to perform under this Agreement is the selling dealer.

#### **MINNESOTA**

•Section 10 **Agreement Cancellation** is modified as follows:

Under **Cancellation by You**, the following is added to (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

Under **Cancellation by Us**, the following is added to (a): If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the cancellation, the effective date of the cancellation, and will be delivered at least fifteen (15) days prior to the effective date of cancellation.

•Section 12, **Alternative Dispute Resolution, Arbitration**, is amended to add the following: Any arbitration shall take place in the state where you reside or at any other place agreed to in writing by You and Us.

#### **MISSISSIPPI**

•Section 4 **Claims Procedures** is modified as follows: Emergency Repairs- Should an emergency occur which requires a Mechanical Breakdown repair to be made at a time when the Administrator's office is closed, and You choose to have the Vehicle repaired, You are responsible for paying for the repair. To request reimbursement, You must notify the Administrator of the repair on the next business day so that the Administrator can determine if there was a covered Mechanical Breakdown. If the Administrator determines there was a covered

Mechanical Breakdown, then Administrator will pay you in accordance with the terms and conditions of this Agreement. You must retain any replaced parts for Administrator's inspection. All repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair. Your claim will not be denied solely because of lack of prior authorization.

•Section 10 **Agreement Cancellation** is modified as follows: The cancellation fee is amended to be the lesser of \$75 or ten percent (10%) of the purchase price paid by You.

Under **Cancellation by You**, the following is added to (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

**Cancellation by Us** is revised to state that We may only cancel this Agreement for Your nonpayment, a material misrepresentation by You to Us, or Your substantial breach of Your duties under the Agreement relating to the Vehicle or its use.

•Section 12, **Alternative Dispute Resolution**, is deleted in its entirety.

#### **MISSOURI**

•Section 4 **Claims Procedures** is modified as follows: Emergency Repairs- Should an emergency occur which requires a Mechanical Breakdown repair to be made at a time when the Administrator's office is closed, and You choose to have the Vehicle repaired, You are responsible for paying for the repair. To request reimbursement, You must notify the Administrator of the repair on the next business day so that the Administrator can determine if there was a covered Mechanical Breakdown. If the Administrator determines there was a covered Mechanical Breakdown, then Administrator will pay you in accordance with the terms and conditions of this Agreement. You must retain any replaced parts for Administrator's inspection. All repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair. Your claim will not be denied solely because of lack of prior authorization.

•Section 10 **Agreement Cancellation** is modified as follows: The cancellation fee is amended to be the lesser of \$50 or ten percent (10%) of the purchase price paid by You.

Under **Cancellation by You**, the following is added to paragraph (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

Under **Cancellation by You**, paragraph (b) is revised to state: If You request cancellation within thirty (30) days of the Agreement Effective Date and a claim has been made, We will refund the full Agreement Sales Price, less any claims that have been paid, and no cancellation fee will be imposed. The right to cancel under this paragraph (b) is not transferable and applies only to the original Agreement Holder.

Under **Cancellation by You**, paragraph (c) is revised to state: If You request cancellation more than thirty (30) days after the Agreement Effective Date, We will refund one hundred percent of the unearned pro rata Agreement Sales Price based on the greater of the days remaining in force or miles driven under the Agreement Term, less any claims paid, less cancellation fee.

•For cancellation by either party, We will mail written notice of cancellation to You within forty-five (45) days of cancellation.

#### **MONTANA**

•Under Section 10 **Agreement Cancellation, Cancellation by Us**, the following is added to (a): If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the cancellation, the effective date of the cancellation, and will be delivered at least five (5) days prior to the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of Agreement Sales Price, a material misrepresentation by You to Us relating to the covered Vehicle or its use, or substantial breach of Your duties under this Agreement related to the Vehicle.

#### **NEBRASKA**

•Under Section 12, **Alternative Dispute Resolution**, the **Arbitration** provision is deleted in its entirety.

#### **NEVADA**

•Section 8 **Agreement Transfer**, the transfer fee is not applicable.

•Section 10 **Agreement Cancellation** is modified as follows: The cancellation fee is amended to twenty-five dollars (\$25.00).

Under **Cancellation by You**, the following is added to (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A penalty of ten percent (10%) of the

Agreement Sales Price for each 30-day period shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

Under **Cancellation by Us**, the following is added: After this Agreement has been in effect for 70 days, We may only cancel this Agreement for the following reasons: If You do not pay the Agreement Sales Price; If You are convicted of a crime that results in an increase in the risk covered under this Agreement; If there has been a material misrepresentation or fraud by You; or If We discover an act or omission by You, or a violation by You of any terms or conditions of this Agreement, after the Agreement purchase date, that substantially and materially increases the risk covered under this Agreement. No cancellation fee will be assessed if the Agreement is cancelled by Us. If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the cancellation, the effective date of the cancellation, and will be delivered at least fifteen (15) days prior to the effective date of cancellation.

- If You are not satisfied with the manner in which we are handling a claim under this Agreement, You may contact the Nevada Division of Insurance toll free at 888-872-3234.
- This Agreement is not renewable.
- Section 11 **Exclusions**, exclusion #18 is deleted in its entirety and replaced with the following: This Agreement will not cover any unauthorized or non-manufacturer-recommended modifications to the Vehicle or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Vehicle is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather this Agreement 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 Agreement.

#### **NEW HAMPSHIRE**

- You may call Us at 800-548-1875 to discuss questions or complaints You have with service provided under this Agreement. In the event that You do not receive satisfaction under this Agreement, You may contact the New Hampshire Department of Insurance at 21 Fruit Street, Concord, NH 03301, or phone 603-271-2261.
- Section 12 **Alternative Dispute Resolution** regarding **Arbitration** is revised to state that it is subject to RSA 542.

#### **NEW JERSEY**

- Section 10 **Agreement Cancellation, Cancellation by You**, the following is added to (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A ten percent (10%) penalty per month, based upon the purchase price of the Agreement, shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

Under **Cancellation by Us**, the following is added to (a): If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the cancellation, the effective date of the cancellation, and will be delivered at least five (5) days prior to the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of Agreement Sales Price, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning the Vehicle or its use.

#### **NEW MEXICO**

- Section 10 **Agreement Cancellation** is modified as follows: The cancellation fee is amended to the lesser of seventy-five dollars (\$75.00) or ten percent (10%) of the purchase price paid by You.

Under **Cancellation by You**, the following is added to (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A penalty of ten percent (10%) of the Agreement Sales Price for each 30-day period shall be added to a refund that is not paid or credited within sixty (60) days after Our receipt of the cancellation request form.

- Under **Cancellation by Us**, the following is added: After this Agreement has been in effect for 70 days, We may only cancel this Agreement for the following reasons: If You do not pay the Purchase Price; If You are convicted of a crime that results in an increase in the risk covered under this Agreement; If there has been a material misrepresentation or fraud by You; or If We discover an act or omission by You, or a violation by You of any terms or conditions of this Agreement, after the Agreement purchase date, that substantially and materially increases the risk covered under this Agreement. No cancellation fee will be assessed if the Agreement is cancelled by Us. If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the

cancellation, the effective date of the cancellation, and will be delivered at least fifteen (15) days prior to the effective date of cancellation.

- If you have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 1-855-427-5674.

#### **NEW YORK**

- Section 10 **Agreement Cancellation** is modified as follows: The cancellation fee is amended to twenty-five dollars (\$25.00).

Under **Cancellation by You**, the following is added to (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after Our receipt of the cancellation request form.

Under **Cancellation by Us**, the following is added to (a): If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the cancellation, the effective date of the cancellation, and will be delivered at least fifteen (15) days prior to the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of Agreement Sales Price, a material misrepresentation, or substantial breach of Your duties under this Agreement related to the Vehicle or its use.

#### **NORTH CAROLINA**

- Section 10 **Agreement Cancellation** is modified as follows: The cancellation fee is amended to be the lesser of \$75 or ten percent (10%) of the purchase price paid by You.

**Cancellation by Us** revised to state that We may only cancel this Agreement for Your nonpayment or for a direct violation of the Agreement by You.

#### **OHIO**

- This Agreement is not insurance and is not subject to the insurance laws of the state of Ohio.

#### **OREGON**

- Section 4 **Claims Procedures** is modified as follows: Emergency Repairs- Should an emergency occur which requires a Mechanical Breakdown repair to be made at a time when the Administrator's office is closed, and You choose to have the Vehicle repaired, You are responsible for paying for the repair. To request reimbursement, You must notify the Administrator of the repair on the next business day so that the Administrator can determine if there was a covered Mechanical Breakdown. If the Administrator determines there was a covered Mechanical Breakdown, then Administrator will pay you in accordance with the terms and conditions of this Agreement. You must retain any replaced parts for Administrator's inspection. All repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair. Your claim will not be denied solely because of lack of prior authorization.
- Section 12 **Alternative Dispute Resolution** is deleted in its entirety.

#### **SOUTH CAROLINA**

- Section 10, **Agreement Cancellation, Cancellation by You**, the following is added to (a): The right to void this Agreement is not transferable and applies only to the original Agreement Holder, and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of the cancellation request form.

Under **Cancellation by Us**, the following is added to (a): If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the cancellation, the effective date of the cancellation, and will be delivered at least fifteen (15) days prior to the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of Agreement Sales Price, a material misrepresentation by You to Us relating to the covered Vehicle or its use, or substantial breach of Your duties under this Agreement related to the Vehicle.

- South Carolina resident only: In the event of a dispute with the provider of this Agreement, You may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201, or by phone at 800-768-3467.

#### **TEXAS**

- Texas Service Contract Provider License #195.
- The following is added to Section 2 **General Provisions**: The Agreement Holder may apply for reimbursement directly to the insurer, American Bankers Insurance Company of Florida, if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which this Agreement is canceled under Section 1304.1581 of the Tex. Occ. Code.
- The Section 10 **Agreement Cancellation** is entirely deleted and replaced with: **Cancellation by You**

You may cancel this Agreement at any time. Contact the Administrator or Dealer to request a cancellation request form. Refund is processed as follows:

(a) If You cancel this Agreement before the 31<sup>st</sup> day after the Agreement Effective Date, You will receive the full purchase price of the Agreement, decreased by the amount of any claims pending to be paid or paid under the Agreement; and We will not impose a cancellation fee.

(b) If You cancel this Agreement on or after the 31<sup>st</sup> day after the Agreement Effective Date, You will receive the prorated purchase price of the Agreement based on the greater of the days remaining in force or miles driven under the term of the Agreement, decreased by the amount of any claims pending to be paid or paid under the Agreement, and a cancellation fee of fifty dollars (\$50.00).

(c) If we do not pay the refund before the 46<sup>th</sup> day after the date notice of cancellation is received by Us, We will pay a penalty for each month an amount remains outstanding equal to 10 percent of the amount outstanding.

(d) In the event the cost of this Agreement is financed, then the lender of said financing shall be additionally named on any refund.

(e) We will coordinate with the Dealer for delivery of refund amounts, if any, that are payable to You.

#### **Cancellation by subsequent holder of the Agreement**

The right to cancel this Agreement is not transferable to a subsequent holder of the Agreement.

#### **Cancellation by Us**

(a) We may cancel this Agreement by mailing a written notice of cancellation to You at the last known address in Our records. We will mail the notice before the fifth day preceding the effective date of the cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation.

(b) We are not required to provide You with prior notice of cancellation if the Agreement is cancelled because of: (i) nonpayment; (ii) fraud or a material misrepresentation by You to Us; or (iii) a substantial breach of a duty by You relating to this Agreement.

(c) We shall refund the prorated purchase price of the Agreement based on the greater of the days remaining in force or miles driven under the term of the Agreement, decreased by the amount of any claims pending to be paid or paid under the Agreement. We will not impose a cancellation fee. In the event the cost of this Agreement is financed, then the lender of said financing shall be additionally named on any refund check. If the Vehicle is repossessed or a total loss, the lender will be named sole payee on the refund check, and Your right to receive the refund check will be automatically assigned to the lender.

(d) We will coordinate with the Dealer for delivery of refund amounts, if any, that are payable to You.

•Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711. Telephone: 512-463-6599 or 800-803-9202.

#### **UTAH**

•Coverage afforded under this Agreement is not guaranteed by the 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.

•Should You be unable to meet any of the time limits prescribed in Section 4 **Claim Procedures**, it will not invalidate a claim if You can show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and You subsequently gave the notice or filed proof of loss as soon as it was reasonably possible.

•Section 4 **Claims Procedures** is modified as follows: Emergency Repairs- Should an emergency occur which requires a Mechanical Breakdown repair to be made at a time when the Administrator's office is closed, and You choose to have the Vehicle repaired, You are responsible for paying for the repair. To request reimbursement, You must notify the Administrator of the repair on the next business day so that the Administrator can determine if there was a covered Mechanical Breakdown. If the Administrator determines there was a covered Mechanical Breakdown, then Administrator will pay you in accordance with the terms and conditions of this Agreement. You must retain any replaced parts for Administrator's inspection. All repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair. Your claim will not be denied solely because of lack of prior authorization.

•Under Section 10 **Agreement Cancellation, Cancellation by Us**, the following replaces (a): After this Agreement has been in effect for 60 days, We may only cancel this Agreement for the following reasons: nonpayment; material misrepresentation; substantial changes in the risk assumed, unless We should

reasonably have foreseen the change or contemplated the risk when entering into the contract; or substantial breaches in contractual duties, conditions or warranties. No cancellation fee will be assessed if the Agreement is cancelled by Us. If We cancel this Agreement, We shall mail a written notice to You at Your last known address in Our records. The written notice will contain the reason for the cancellation, the effective date of the cancellation, and will be delivered at least thirty (30) days prior to the effective date of cancellation, except that in the event of cancellation for nonpayment only ten (10) days' notice is required.

•The following is added to Section 12 **Alternative Dispute Resolution**: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR OTHER RECOGNIZED ARBITRATOR THAT IS MUTUALLY AGREED TO BY THE PARTIES). A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

#### **VIRGINIA**

• If any promise made in the Agreement 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](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

### **SECTION 14 NATIONAL AUTO CARE PRIVACY POLICY NOTICE**

Protecting your privacy is important to National Auto Care. We provide this notice to explain how we collect, disclose, and safeguard your nonpublic personal information. This is information about you that we obtain in connection with providing a product or service to you. In addition, you may have other privacy protection under state law. We will comply with applicable state law regarding protection of your nonpublic personal information. We reserve the right to modify or supplement this policy at any time.

#### **What Information We Collect**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you or provided to us on your behalf on applications and other forms, such as your name, address, telephone number, lender's name, finance agreement term, and vehicle information.
- Information about your transaction with us, our affiliates, or others.

#### **What Information We Disclose**

- We may disclose nonpublic personal information about you to our affiliates or third parties to assist us in fulfilling a transaction you requested; service the product you purchased from us; investigate or process claims; detect or prevent fraud; or determine eligibility.
- We may disclose nonpublic personal information to comply with lawful requests from regulatory and law enforcement agencies, or as otherwise permitted or required by law.
- We do not disclose nonpublic personal information about current customers or any former customers to anyone, except as permitted by law.
- We may share nonpublic personal information with our affiliates or other affiliated service providers to provide service to you.
- We may share nonpublic personal information with companies that perform marketing services for us, or other institutions that have joint marketing agreements with us, such as the seller where you purchased the vehicle and applied for a National Auto Care product.

#### **Our Security Procedures**

We also take steps to safeguard your nonpublic personal information.

- We restrict access to the information to authorized individuals who need to know that information to provide services and products to you, or to administer your account.
- We use physical, electronic, and procedural security measures designed to protect your information.
- We also train our employees about the meaning and requirements of National Auto Care's policy for information security and confidentiality.

This policy is meant to explain how National Auto Care collects, discloses, and safeguards your non-public personal information. This policy is not part of the Tire and Wheel Agreement. For questions, please call the Administrator at 800-548-1875.