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	P. O. Box 26830 Austin, TX 78755 877.565.0816 Travel Trailer - Camper/Slide-In - Toy Hauler Service Agreement Declaration Page											
			SERVICE A		MENT HOL	DER INF	ORM	ATION				
FIRST NAME LAST N.				IAME				MI	TELEPHONE NUMBER			
ADDRESS					CITY				STATE	ZIP C	ODE	
				UN	IT DESCRIF	ΡΤΙΟΝ						
		_ TRAILER/	FIFTH WHEEL			P/SLIDE-II		<b>IPER</b>	Пт	OY HAULER		
YEAR MAKE				MODEL						ORIGINAL OWNER		
										🗌 Yes 🗌 No		
UNIT VIN IN-SERVICE DATE			N-SERVICE DATE	E MANF WARRANTY TERM			UNIT PURCHASE DATE			UNIT PURCHASE PRICE		
										\$		
							ACRE			DAVME		
AGREEMENT PURCHASE DATE AGREEMENT EXPIRATION D			T EXFINATION DAT	ATE AGREEMENT TERM (MONTHS)			AGREEMENT PURCHASE PRICE			E PAYMENT PLAN		
							RATE CLASS			BASE CODE		
				mum Coverage								
	-Owned Unit	PLAN			•							
				DEDUC	TIBLE ( PEF	R CLAIM)						
□ \$100.00 (Standard) □ \$50.00			□ \$50.00	0 🗌 \$200.00			□ \$500.00			☐ Other		
				RGES	AND OPTIC							
	REQUIRED S	URCHARGE	S					RAGE AND	SURCHA	RGES		
UNIT Age (Pre-Owned Units)					<ul> <li>Brown Out Coverage</li> <li>Consequential Loss Coverage</li> </ul>			🗌 Cor	MMERCIAL	Use (New U	NIT Only)	
			DEAL	ER/LIE	NHOLDER	INFORM						
DEALER NAME							DEALER NUMBER			F&I DEALER NUMBER		
ADDRESS			CITY			STATE	ZIP	CODE	DEALE	R TELEPHONE N	IUMBER	
LIENHOLDE	R NAME											
ADDRESS				STATE			ZIP	ZIP CODE LIENHOLDER TELEPH		DLDER TELEPHC	NE NUMBER	
					IER PROVI							
be interprete	CE AGREEMENT is ed and understoc	d within the n	neaning of a "serv	vice cont	ract" in Public I	Law #93-63	37.					
If this <b>Servi</b> for whateve	r reason. This wo	as been finar	nced, the Lienhol	der shall npaymer	be entitled to a nt, repossession	any refunds n of the <b>Un</b>	s result π, or to	ing from the otal loss of the	cancellatio e <b>Unit</b> .	on of this <b>Serv</b>	ICE AGREEMENT	

The **OBLIGOR** under this **SERVICE AGREEMENT** referred to as "WE", "US", and "**OUR**" throughout is United Service Protection Corp., P.O. Box 21647, St. Petersburg, Florida 33742. The telephone number is **1-800-283-0785**. The definition of "**ADMINISTRATOR**" used through the **SERVICE AGREEMENT** is defined as Preferred Administrators, the address and telephone number for which are located at the top of this Service Agreement. The ADMINISTRATOR Registration number for Preferred Administrators is 110. 24-Hour Roadside Assistance Service benefits provided by Nation Motor Club, Inc., dba Nation Safe Drivers. The OBLIGOR and provider for the Roadside Assistance Service is Nation Motor Club, Inc. administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. For Alabama, Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington members, the OBLIGOR and provider of services is Nation Motor Club, Inc. dba Nation Safe Drivers.

Your Service 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 in its entirety as well as the SPECIAL STATE DISCLOSURES section for YOUR specific state (if YOUR state is included) to determine whether YOUR legal rights are affected.

The obligations under this AGREEMENT are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not provided to **You** by **Us** before the sixty-first (61<sup>st</sup>) day after the proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the **Agreement** is canceled; **You** may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.

То review the General Privacy Policy of United Service Protection Corporation, an Assurant Solutions company, please visit http://www.assurantsolutions.com/ pri-privacy-notice-t4l.html.

SIGNATURES FOR SERVICE AGREEMENT									
SERVICE AGREEMENT HOLDER'S SIGNATURE	DATE	DEALER AUTHORIZED SIGNATURE	DATE						
x		X							

# **TERMS AND CONDITIONS**

# NOTICE TO SERVICE AGREEMENT HOLDER

- 1. This SERVICE AGREEMENT is not a contract of Insurance.
- This SERVICE AGREEMENT is not valid unless the DECLARATION PAGE is filled out completely.
- 3.
- Purchase of this **SERVICE AGREEMENT** is not required in order to purchase or obtain financing for a **UNIT**. If the term of this **SERVICE AGREEMENT** overlaps with the term of **YOUR** manufacturer's warranty, look first to **YOUR** manufacturer's warranty for coverage. This **SERVICE AGREEMENT** excludes coverage for any loss covered by **YOUR** manufacturer's warranty but may nevertheless provide 4. benefits in addition to those provided by YOUR manufacturer's warranty. 5.
  - The OBLIGOR shall have no liability for anything other than the obligations delineated in this SERVICE AGREEMENT.

ADMINISTRATOR:

**Preferred Administrators** P.O. Box 26830, Austin, TX 78755

# 1-877-565-0816

Note: The 24-Hour Roadside Benefits are provided through Nation Motor Club, Inc. dba Nation Safe Drivers, 800 Yamato Road, Suite 100, Boca Raton, FL 33431. Nation Motor Club, Inc. is the OBLIGOR for the 24-Hour Roadside Benefits. For assistance call: 1-855-216-6422 -Producer: 24275 - Plan: CJ.

# DEFINITIONS

- The following definitions apply to words used frequently throughout this SERVICE AGREEMENT. These definitions are in BOLD-FACED, SMALL CAPS type:
- ADMINISTRATOR The entity identified on the DECLARATION PAGE that administers this SERVICE AGREEMENT on OUR behalf. BREAKDOWN The failure of a COVERED PART to perform the function for which it was designed under normal service and usage of the UNIT due 2. solely to a defect in materials or workmanship as originally manufactured.
- 3.
- CLAIM A demand by YOU for benefits under this **SERVICE AGREEMENT**. **COMMERCIAL USE -** Any **UNIT**, regardless of registration type, used solely or partially for the generation of income. **COVERED PARTS -** The parts listed in the Schedule of Coverages section of this **SERVICE AGREEMENT** for the **PLAN** selected. 4.
- 5.
- 6. DECLARATION PAGE - The numbered document executed by YOU which must be attached to this SERVICE AGREEMENT. It lists information regarding the UNIT to be covered, SERVICE AGREEMENT Terms and Conditions, and other vital information. DEDUCTIBLE - The amount YOU are required to pay, as shown on the DECLARATION PAGE, toward the total cost for the repair or replacement of
- 7. COVERED PARTS per CLAIM made.
- In-SERVICE DATE The date on which the UNIT was first purchased by the original owner, if known. For UNITS for which that original purchase date is not known, it shall be July 1<sup>st</sup> of the UNIT model year. 8.
- OBLIGOR The entity identified on the DECLARATION PAGE obligated to perform under this SERVICE AGREEMENT. 9
- PLAN Refers to the PLAN selected and TERM selected by You as shown on the DECLARATION PAGE of this SERVICE AGREEMENT. REPAIR FACILITY A licensed REPAIR FACILITY authorized by the ADMINISTRATOR to perform repair services under this SERVICE AGREEMENT. 10
- SERVICE AGREEMENT (the "AGREEMENT") This AGREEMENT, which YOU have purchased for the UNIT described on the DECLARATION PAGE. 12. 13. SPECIAL STATE DISCLOSURE - A part of this AGREEMENT that changes some of the provisions of this AGREEMENT in order to comply with the laws of the State where You live.
- UNIT The Travel Trailer, Pop Up/Slide-In Camper or Toy Hauler described on the DECLARATION PAGE that is covered under this AGREEMENT. 14. a.
  - **NEW UNIT** Means a **UNIT** that is covered by the manufacturer's full coverage **NEW UNIT** warranty at the time this **AGREEMENT** is purchased and does not refer to whether or not the **NEW UNIT** has been previously owned, sold or titled . **PRE-OWNED UNIT** Means a **UNIT** that does not meet the definition of a **NEW UNIT** and does not refer to whether or not the **PRE-OWNED UNIT**. b.
- has been previously owned, sold, or titled. WE, US AND OUR The entity identified on the DECLARATION PAGE that is obligated to perform under this AGREEMENT. 15.
- You, Your The AGREEMENT Holder shown on the DECLARATION PAGE of this AGREEMENT. 16.

# **GENERAL PROVISIONS**

- Purchase Requirements: AGREEMENTS for PRE-OWNED UNITS must be purchased at the time of sale of the UNIT to YOU. 1. 2. AGREEMENT Term: The expiration date of this AGREEMENT is determined by adding the months of the Term selected to the AGREEMENT Purchase
- Date. 3.
- Coverage: The PLAN selected and Term selected by You on the DECLARATION PAGE along with the Terms and Conditions of this AGREEMENT determine YOUR Coverage. WE will pay on behalf of or reimburse YOU for the reasonable costs to repair or replace any of the CovERED PARTS listed in the Schedule of Coverages section which cause a BREAKDOWN, less any DEDUCTIBLE, and will pay to YOU the Additional Benefits listed in Isted in the Schedule of Coverages section which cause a BREAKDOWN, less any DEDUCTIBLE, and will pay to YOU the Additional Benefits listed in the Schedule of Coverages section, provided YOU comply with all of the Terms and Conditions of this AGREEMENT. Repairs may be completed with parts of like kind and quality. Please see the Schedule of Coverages section for a detailed list of COVERED PARTs and to determine the coverage applicable to YOUR PLAN. All covered components must be functioning properly at the time of the sale of this AGREEMENT. Please refer to the Guide to Filing a Claim section of this AGREEMENT for CLAIMS instructions. DEDUCTIBLE: We will pay the portion of the expense for a covered repair that is in excess of the DEDUCTIBLE selected on the DECLARATION PAGE of this AGREEMENT. In the event the dealer that sold YOU this AGREEMENT performs covered repairs, the DEDUCTIBLE will be reduced by fifty dollars (\$50). The DEDUCTIBLE will not apply to the Additional Benefits listed in the Schedule of Coverage section. In the event that the same COVERED PART is replaced under the Term of this AGREEMENT and meets the definition of a BREAKDOWN, the DEDUCTIBLE will be waived notwithstanding any manufacturer warranty. Any new COVERED PART or repair will constitute a new CLAIM with the DEDUCTIBLE applying.
- 4. manufacturer warranty. Any new COVERED PART or repair will constitute a new CLAIM with the DEDUCTIBLE applying. 5.
  - Limits of Liability: a. Single CLAIM Limit: OUR liability with respect to any one CLAIM is limited to the cost to repair or replace any COVERED PARTS at prevailing retail labor rates. Repairs may be completed with parts of like, kind and quality, commensurate with the age of the UNIT at the time the parts failed, as customarily used in the RV industry, less any DEDUCTIBLE. Furthermore, in no event shall OUR liability exceed the cost necessary to correct the actual cause of the BREAKDOWN.
  - Aggregate CLAIM Limit: OUR liability with respect to the total of all benefits paid or payable while this AGREEMENT is in force shall not exceed b. the lesser of:
    - Thirty Five Thousand Dollars (\$35,000.00); or 1)
    - UNIT Purchase Price, as shown on the DECLARATION PAGE of this AGREEMENT; or 2)
- 3) NADA current value of the UNIT immediately prior to the BREAKDOWN Manufacturer's Warranty: If any part is repaired and/or replaced under the manufacturer's warranty covering the UNIT, and those same components are listed in the Schedule of Coverages section of this AGREEMENT, WE will reimburse You for a portion of the manufacturer's 6. DEDUCTIBLE if the manufacturer's DEDUCTIBLE exceeds the DEDUCTIBLE selected, as shown on the DECLARATION PAGE. The amount WE reimburse will be the actual amount You were required to pay under the terms of the manufacturer's warranty, less the DEDUCTIBLE shown on the DECLARATION PAGE.
- Territory: The benefits provided under this AGREEMENT are only available for losses and expenses incurred within the Continental United States of America, Alaska, Hawaii and Canada. 7.
- Incidental and Consequential Damage: OUR and the dealer's liability for incidental damages is expressly excluded herein. Incidental and 8. Consequential damage includes, but is not limited to, property damage, loss of use of the UNIT, loss of time, inconvenience, or commercial loss resulting from the operation, maintenance and/or use of the UNIT.
- Subrogation Provision: In the event that coverage is provided under this AGREEMENT, WE shall be subrogated to all the rights YOU may have to 9. recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, all amounts recovered by You for which You have received benefits under this AGREEMENT shall belong to, and be paid to US, up to the amount of benefits paid under this AGREEMENT. Maintenance Requirements: In order to keep this AGREEMENT in effect, You must have the UNIT checked and serviced in accordance with the manufacturer's recommendations. Failure to follow such recommendations may result in a denial of coverage. You must retain verifiable receipts
- 10. for the maintenance services performed. If You perform the actual services, then verifiable receipts showing purchases of all required parts and materials necessary to perform the maintenance must be retained, along with a statement showing the date when the services were performed. Proof of maintenance may be required to be submitted to **Us** when a **CLAIM** is filed.
- State Taxes: The payment of sales tax on covered repairs will be made in accordance with the regulations of the taxing authority in the state where YOUR UNIT is repaired.

Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain of YOUR Rights, Including YOUR Right To Obtain Relief or damages Through Court Action.

To begin Arbitration, either **You** or **We** must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the **CLAIM** is filed. **You** may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10<sup>th</sup> floor, New Vorth AVX 10010, colling 1,000,720,720,720,700,000 at the filed arbitration and correct at the basic and correct at the basic access of the commercial Arbitration and a substantian and a substantian and a substantian access of the commercial arbitration arbitration arbitration are a substantian and a substantian arbitration are a substantian and a substantian arbitration are a substantian arbitration are a substantian arbitration are a substantian arbitration are a substantian arbitration ar York, NY 10019, calling 1-800-778-7879 or visiting www.adr.org. The filing fees to begin and carry out Arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and WE agree, the Arbitration will take place in the county and state where You live. 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. 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 impaneled or struck.

# **EXCLUSIONS**

THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR THE FOLLOWING:

- FOR COSTS OR EXPENSES REPORTED OR MADE AFTER THE EXPIRATION OF THE TERM OF THIS AGREEMENT OR NOT PREVIOUSLY AUTHORIZED BY THE ADMINISTRATOR; FOR REPAIRS TO PARTS OF THE UNIT SPECIFICALLY EXCLUDED IN THIS SECTION OF THIS AGREEMENT.
- MECHANICAL BREAKDOWNS OUTSIDE THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA, HAWAII AND CANADA
- 3
- MECHANICAL BREAKDOWNS OUTSIDE THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA, HAWAII AND CANADA. FOR COSTS OR EXPENSES WHILE OWNED BY YOU IF THE UNIT HAS BEEN USED FOR COMMERCIAL PURPOSES, UNLESS COMMERCIAL USE SURCHARGE IS SELECTED AND PAID, OR RACING; FOR REPAIR COSTS WHEN THE PURPOSE IS TO RAISE COMPRESSION OR CORRECT OIL CONSUMPTION WHICH INCLUDES: WORN RINGS, WORN OR BURNED VALVES; OR REPAIR EXPENSES CAUSED BY A BROWN OUT UNLESS THE SURCHARGE HAS BEEN SELECTED AND PAID. FOR COSTS OR EXPENSES IF YOU CANNOT PROVIDE TO THE ADMIINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE UNIT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS, OR IF ANY MECHANICAL ALTERATIONS HAVE BEEN MADE BY YOU TO THE UNIT, INCLUDING, BUT NOT LIMITED TO: THE USE OF OVERSIZED TIRES; FRAME OR SUSPENSION MODIFICATIONS; OR REMOVAL OF ANY EMISSION CONTROL PARTS SYSTEM. FOR COSTS OR EXPENSES IF THE REPAIR IS COVERED UNDER THE MANUFACTURER'S WARRANTY; RECALL BY THE MANUFACTURER; MANUFACTURER'S SPECIAL POLICY; ANY OTHER AGREEMENT, ANY WRITTEN WARRANTY OR ANY VALID COLLECTIBLE INSURANCE POLICY (REGARDLESS OF WHETHER OR NOT THE GUARANTOR IS DOING BUSINESS AS AN ON GOING FORTERPRISE) 4.
- 5. ENTERPRISE.)
- COLLECTIBLE INSURANCE POLICY (REGARDLESS OF WHETHER OR NOT THE GUARANTOR IS DOING BUSINESS AS AN ON GOING ENTERPRISE.) FOR COSTS OR EXPENSES IF THE UNIT HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, OR FOR FAILURE TO PROPERLY OPERATE THE UNIT; OR FOR ANY LOSS OR DAMAGE RESULTING FROM ROAD HAZARDS, COLLISION OR UPSET, FALLING OBJECTS, FIRE, SMOKE, SOOT, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER, SUBMERSION, FLOOD, FREEZING OR ICE DAMAGE, CONTACT WITH BIRD OR ANIMAL, BREAKAGE OF GLASS, DAMAGE CAUSED BY DETONATION, PRE-IGNITION, CARBON OR SLUDGE; CONTAMINATION OF ANY NATURE, DISCHARGE OF ANY NUCLEAR WEAPON, CORROSION, RUST, ELECTROL'SIS, DETERIORATION, CONDENSATION, REVERSE POLARITY, FAILURE OR LOOSENING OF EXTERNAL FASTENERS OR BOLTS; MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, WAR (DECLARED OR UNDECLARED), CIVIL WAR, INSURRECTION, REBELLION, OR REVOLUTION; OR IF THE UNIT IS A TOTAL LOSS, HAS BEEN REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER, EXCEPT AS OUTLINED IN THIS AGREEMENT. FOR LIABILITIES FOR DAMAGE TO PROPERTY OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, REPAIR, MAINTENANCE OR USE OF THE UNIT, WHETHER OR NOT RELATED TO ANY COVERED PART, OR FOR REPAIR COSTS OR ANY MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT OR FOR REPAIR COSTS OR EXPENSES IF A BREAKDOWN IS DIRECTLY OR INDIRECTLY CAUSED BY VERHEATING OF ANY COVERED PART, OR FOR REPAIR COSTS NOT NECESSARY TO CORRECT A BREAKDOWN, OR FOR DART THAT HAS NOT SUFFERED A BREAKDOWN, OR FOR REPAIR COSTS NOT NECESSARY TO CORRECT A BREAKDOWN, OR FOR DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS; OR DAMAGE CAUSED TO, OR CAUSED FROM, A NON-COVERED PART OR ONF COVERED PART TO ANY PART THAT HAS NOT SUFFERED A BREAKDOWN, OR FOR REPAIR COSTS NOT NECESSARY TO CORRECT A BREAKDOWN, OR FOR DAMAGES OR ANY LOSS RESULTING FROM FA 6.
- 7.
- 8.
- 9. DUE TO UNAVAILABILITY OF PARTS;
- DUE TO UNAVAILABILITY OF PARTS; FOR ANY OF THE FOLLOWING REPAIRS, SERVICES OR SUPPLIES: AWNING MATERIAL, FRAME, STRUCTURAL DAMAGE, ADJUSTMENTS, ALIGNMENTS, BEDDING, BOWED WALLS OR CEILINGS, BUMPERS, CABINETRY; CABLE, SATELLITE AND TELEPHONE WIRING; CARPET, CANVAS, CAULKING OR GROUTING, CEILINGS, COSMETIC DAMAGE, DELAMINATION, DISCOLORATION OF ANY MATERIAL, COUNTERTOPS, DOORS, CARPET, FLOORING (WOOD, HARD SURFACE AND RESILIENT), FURNITURE, GLASS, GLAZING, GLUING COMPOUNDS, KNOBS OR DIALS, NON-FACTORY INSTALLED AUDIO SYSTEMS AND DISC PLAYERS, NON-FACTORY OR NON-DEALER INSTALLED COMPONENTS, HAZARDOUS WASTE REMOVAL, LOOSE FASTENERS OR CONNECTIONS, LOUVERS, MAINTENANCE SUPPLIES OR SERVICES, MICROWAVE OR OVEN MEAT PROBES OR ROTISSERIES, RACKS, SHELVES, BASKETS OR BUCKETS, ROOFING MATERIALS, SEALANTS, SHEET METAL, SIDING, SHOP SUPPLIES, SQUEAKING, WARPING OR UNEVEN FLOORS, RAMPS, TIRES AND WHEELS/COVERS, UPHOLSTERY, VANITIES, VENTS, WALLS, WASHERS, WATER LEAK REPAIRS (OTHER THAN PLUMBING), WEATHER STRIPPING, WHEEL BALANCING, WIND NOISES, RETRACTABLE SCREENS, WINDOW SHADES, TREATMENTS AND DRAPERIES, WINDOWS, WOOD FRAMING, WOODWORK AND MILLWORK. 10 MILLWORK.
- MILLWORK. FOR ANY OF THE FOLLOWING PARTS: BATTERY, BATTERY CABLES, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS (UNLESS IN CONNECTION WITH A COVERED PART FAILURE), BRIGHT METAL PARTS, CARBURETOR, CELLULAR PHONES, COOLANTS AND FLUIDS (UNLESS IN CONNECTION WITH A COVERED PART FAILURE), DISTRIBUTOR CAP, DISTRIBUTOR ROTOR, DRIVE BELTS, EGR VALVE, EXHAUST PIPES, CATALYTIC CONVERTER, MUFFLER, RESONATORS, FILTERS, WATER PURIFICATION FILTERS, WATER SEPARATORS, FREIGHT, GLOW PLUGS, HOSES OR LINES NOT SPECIFICALLY LISTED IN SCHEDULE OF COVERAGES SECTION, INFRARED SYSTEMS, LIGHT BULBS, SEALED BEAMS, LENSES; MANUAL CLUTCH ASSEMBLY, MANUAL CLUTCH HYDRAULICS, LINKAGE AND PEDAL, METAL OR PLASTIC TRIM, PAINT AND COSMETIC REPAIRS, PERSONAL COMPUTERS, RATTLES, RUBBER MOLDINGS, WEATHER STRIPS, SAFETY RESTRAINT SYSTEMS (AIR BAGS AND SEATBELTS), SHOCK ABSORBERS, SPARK PLUGS, SPARK PLUG WIRES, STORAGE, ENGINE THERMOSTAT, TUNE UP, WIPER ARMS AND WIPER BLADES. FOR ANY COMPONENTS INCLUDED IN ANY OF THE OPTIONAL SCHEDULE OF COVERAGES SECTION UNLESS THE OPTION AND SURCHARGE HAS BEEN ELECTED ON THE DECLARATION PAGE. 11 12

# TRAVEL TRAILER / FIFTH WHEEL / POP-UP/ SLIDE-IN CAMPER/TOY HAULER SCHEDULE OF COVERAGES

In the event of a BREAKDOWN covered by this AGREEMENT, WE will pay on behalf of or reimburse YOU for the agreed to costs to repair or replace any of the parts of the Components listed below, less any DEDUCTIBLE, in accordance with the PLAN selected by YOU as shown on the DECLARATION PAGE and the Terms and Conditions of this AGREEMENT.

#### PLAN COVERAGE SELECTION Premium Coverage Components Groups 1 - 16 Maximum Coverage Components Groups 1 - 18

- Suspension Components Leaf and coil springs, shackles and bushings and rubber suspension springs. Brake Components Master cylinder, wheel cylinders, calipers, magnets, metal-only hydraulic tubing and metal fittings, drums and rotors (when in 2.
- conjunction with a covered repair).
- Fresh/Waste Water System Components Hot water tank, burner assembly, thermostat, thermocouple, gas valve, electronic ignition assembly, 3. PC board, diesel/electric heating system, shower assembly, toilet, sink, holding tanks, gate valves, macerator pump, water pump, water purification system, faucets, traps, fittings and water lines.

- Roof/Basement Air Conditioning Components Compressor, evaporator, condenser, capacitors, relays, thermostat, heat strips, expansion valve, control module and panel, reversing valve, blower fan and motor and PC board, and ceiling ventilation fans and motors. 4.
- Kitchen Center Range/oven burner assembly, burner valves, refrigerator/freezer, microwave, convection oven, thermostat, thermocouple, burner, 5. igniter and PC board.
- LP Gas System Components Gas regulators, gas tanks, gas valves, tank gauges, LP lines and fittings, emergency shut off system, gas leak 6. detector and carbon monoxide monitor.
- Heating System Components Furnace igniter, burner assembly, gas valve, gas leak detector, thermostat, thermocouple, blower motor, and PC 7. Board.
- Generator/Power Plant Components Power plant engine block and cylinder heads, if damaged as a result of the failure of an internally-lubricated part. All internally-lubricated parts contained within the power plant engine. Alternator, starter, manually-operated switches, voltage 8.
- regulator, power converter-inverter, PC boards, fuel pump, hour meter. Crank System Components (Pop-up Campers) Cables, pulleys and metal frame. Deluxe Appliances Icemaker, trash compactor, dishwasher, built-in coffee maker, built-in food processor, in-sink disposal, basement refrigerator/freezer, central vacuum cleaner system, fold out external grill, clothes washer/dryer, ceiling fan motor and smoke detector. 10. Entertainment Components (factory/dealer installed only) - Stereo receiver, tuner, CD player, DVD player, satellite system, 42" or smaller 11.
- television set(s), television antenna and rotator. Interior and Exterior Components (factory/dealer installed only) - Hood latches and springs, door handles, latches and springs, door chimes, 12.
- clock, power window curtain motors/shade motors, awning motor, awning mechanism, awning sensor, shore power cord and retractor. Slide-Out Rooms Slide out room motor(s), guides, tracks and hydraulic valves, sliding floor motor, pump/jack assembly, electrical switches and 13. wiring harness
- Power Steps Power step, lines, fittings, cylinders, worm gears, electrical switches and wiring harness, entry door floor motor and mechanism. Leveling System Factory installed electric/hydraulic leveling jacks, controller, electrical switches and wiring harness. 14
- 15.
- Seals and Gaskets Seals and Gaskets are covered for all listed parts. 16.
- Wear and Tear Normal wear and tear is covered for all parts of the UNIT except for what is listed in the Exclusions section of this AGREEMENT. Maximum Coverage Components In addition to Groups 1 17, all parts of the UNIT are covered, except those listed under the Exclusions 17 18. section of this AGREEMENT.

- TRAVEL TRAILER / FIFTH WHEEL / POP-UP / SLIDE-IN CAMPER/ TOY HAULER OPTIONAL COVERAGE (Surcharges Apply) 1. Brown Out Coverage In the event You selected and purchased the Brown Out option, as show on the DECLARATION PAGE of this AGREEMENT, WE will provide coverage for damage to a covered electrical component caused by brown out. A brown out is defined as a reduction in power caused by inadequate supply. COMMERCIAL USE Coverage - (available only for New UNIT PLANS) In the event that You selected and purchased the COMMERCIAL USE option as
- 2. shown on the DECLARATION PAGE of this AGREEMENT, WE will provide coverage for those UNITS defined as COMMERCIAL USE UNITS. If the UNIT is registered in the name of a business, optional COMMERCIAL USE surcharge must be paid at time of purchase, regardless of whether or not the UNIT is being used for commercial purposes.
- Consequential Loss Coverage In the event You selected and purchased the Consequential Loss option, as shown on the DECLARATION PAGE of this AGREEMENT, WE will provide Coverage for the repair of a COVERED PART if the failure of the COVERED PART was caused by the action or 3. inaction of a non-covered part.

#### ADDITIONAL BENEFITS

- **RV Technical Assistance:** A team of RVDA certified and master certified technicians are awaiting **Your** phone call and ready to assist **You** with issues such as (but not limited to) problems retracting **Your** slide-out, raising or lowering leveling jacks, power problems, various appliances, septic systems and other issues that require a troubleshooting expert. To enjoy this benefit, please call toll-free 1-800-362-8054 - Producer Code: 24275.
  - - Have YOUR AGREEMENT number available. a.
    - Be prepared to describe the year, make and model of Your UNIT. b.

b. Be prepared to describe the year, make and model of YOUR UNIT.
 c. Be prepared to provide a brief description of the problem with YOUR UNIT.
 Disclaimer: Advice obtained through this service is given based upon information YOU provide and is not meant to replace the need for proper RV servicing and maintenance. At times, YOU may be asked to contact a service technician in YOUR area to further assist YOU. NSD and OUR technicians cannot remotely gauge YOUR ability to execute any of OUR recommendations or suggestions. YOU should never attempt any recommended or suggested task that YOU feel would exceed YOUR personal abilities or threaten YOUR safety or the safety of those around YOU.
 For concerns regarding LP Gas or the smell of LP Gas, YOU should immediately evacuate YOUR UNIT and call 1-800-362-8054 from a safe place.

- For concerns regarding LP Gas or the smell of LP Gas, You should immediately evacuate Your UNIT and call 1-800-362-8054 from a safe place. Trip Interruption: In the event that a BREAKDOWN covered by this AGREEMENT occurs when traveling more than one hundred (100) miles from Your home and results in a REPAIR FACILITY keeping the UNIT overnight, WE will reimburse You for receipted motel and restaurant expenses commencing on the date of the BREAKDOWN, up to one hundred fifty dollars (\$150) per day for a maximum of five (5) days (total benefit per occurrence of seven hundred fifty dollars (\$750). Coverage will be provided to You on the following basis: WE will pay the actual expenses, not to exceed one hundred fifty dollars (\$150) per day for every eight (8) labor hours, or portion thereof, flat rate labor time from a nationally recognized labor manual, for the labor time authorized to complete the repair, not to exceed seven hundred fifty dollars (\$750) for each repair visit. This coverage does not apply to the time waiting for parts or other delays that are beyond the control of the REPAIR FACILITY or the ADMINISTRATOR. Prior authorization is not required for Trip Interruption benefits. Pet Banefit: In the event that a BREAKDOWN occurs away from Your home and results in a BEPAIR FACILITY were the tabor were intervient. WE will 2.
- Pet Benefit: In the event that a BREAKDOWN occurs away from YOUR home and results in a REPAIR FACILITY keeping the UNIT overnight, We will reimburse YOU for a receipted pet removal, transporting, handling and boarding expenses commencing on the date of the BREAKDOWN up to one hundred dollars (\$100) per occurrence. This applies only to domestic animals and horses. Service Calls: In the event of a BREAKDOWN covered by this AGREEMENT and YOU are unable to transport the UNIT to a licensed REPAIR FACILITY, WE will pay on behalf of, or reimburse YOU, for a Service Call, not to exceed two hundred dollars (\$200). Food Spoilage: In the event the UNIT becomes disabled due to any covered mechanical failure which renders the UNIT inoperable, WE will pay You the previous device of a provide dollars (\$100) per device of the operation of the dollars (\$200). 3.
- 4.
- 5. You up to one hundred dollars (\$100) per occurrence for food spoilage. Coverage for food spoilage is limited to five hundred dollars (\$500) for the life of the AGREEMENT.

#### 24 - HOUR ROADSIDE BENEFITS

- Towing and Wrecker Service: In the event the UNIT becomes disabled due to any mechanical failure which renders the UNIT inoperable, WE will reimburse You to have the UNIT transported to the nearest qualified REPAIR FACILITY and will pay up to a maximum of five hundred dollars (\$500) per occurrence for the transportation expenses.
- Flat Tire Change In the event of a flat tire on the UNIT, WE will reimburse You for a service provider to mount an inflated spare tire provided by 2 You and will pay up to a maximum of one hundred fifty dollars (\$150) per occurrence for the flat tire service call. Key Lockout Service - In the event the keys for the UNIT are lost, broken or accidentally locked in the UNIT, or the UNIT has a frozen lock, WE will
- 3. reimburse You to have a service provider unlock the UNIT and will pay up to a maximum of one hundred fifty dollars (\$150) per occurrence for the locksmith service, excluding the cost of replacement keys. You are responsible for the cost of any replacement keys at the time of service.
- Note: The 24-Hour Roadside Benefits are provided through Nation Motor Club, Inc. dba Nation Safe Drivers, 800 Yamato Road, Suite 100, Boca Raton, FL 33431. Nation Motor Club, Inc. is the OBLIGOR for the 24-Hour Roadside Benefits. For assistance call: 1-855-216-6422 - Producer Code: 24275 - Plan: CJ.

# **RIGHT TO RETURN YOUR AGREEMENT**

You have the right to return or void this AGREEMENT. You may return the AGREEMENT within sixty (60) calendar days after the date WE mail a copy of the AGREEMENT to YOU or if it is provided to YOU at the time of sale. If YOU return this AGREEMENT within the applicable time period and no CLAIMS have been filed, the AGREEMENT shall be void and We will refund the entire AGREEMENT Purchase Price within forty-five (45) days. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this AGREEMENT to Us. This provision applies only to the original purchaser.

# CANCELLATION OF YOUR AGREEMENT

You may cancel this AGREEMENT at any time, including when a loss of the UNIT occurs, or when You sell the UNIT without transfer of this AGREEMENT. To cancel, You must submit a written request and return this AGREEMENT to the selling dealer or directly to the ADMINISTRATOR. An AGREEMENT. To cancel, TOU must submit a written request and return this AGREEMENT to the sening dealer of directly to the ADMINISTRATOR. An odometer statement indicating the odometer reading at the date of the request and a signed cancellation request form will be required to process YOUR refund. If this AGREEMENT is canceled within the first sixty (60) days, YOU will be refunded the entire AGREEMENT Purchase Price less any CLAIMS paid. If this AGREEMENT is canceled after the first sixty (60) days, YOU will be refunded an amount of the AGREEMENT Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the Term of the PLAN selected and the date coverage begins, less a twenty-five dollar (\$25.00) administrative fee. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. The right to cancel this AGREEMENT is non-transferable and shall apply only to the original AGREEMENT Holder.

- We may cancel this AGREEMENT for nonpayment of the AGREEMENT Purchase Price, or for a material misrepresentation made in obtaining this AGREEMENT or in the submission of a CLAIM, or in the event YOUR UNIT is modified/altered as listed in the AGREEMENT exclusions or is used in a 2 manner excluded by the AGREEMENT. If this AGREEMENT is canceled by Us, WE will refund an amount of the AGREEMENT Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the Term of the PLAN selected and the date coverage begins. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the **Agreement** Holder at the last known address at least 5 days before the effective date of the cancellation.
- If YOUR UNIT and this AGREEMENT have been financed, the Lienholder shown on the DECLARATION PAGE may cancel this AGREEMENT for nonpayment or if YOUR UNIT is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this AGREEMENT to 3 the Lienholder or otherwise entitle the Lienholder to performance under this AGREEMENT.

# **TRANSFER OF YOUR AGREEMENT**

This AGREEMENT is for YOUR benefit and is transferable to the next subsequent private purchaser of the UNIT only while the AGREEMENT is in force and if certain conditions are met. You may not transfer this AGREEMENT if the UNIT is sold or traded (retail or wholesale) to a dealer or wholesaler

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

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

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

# **GUIDE TO FILING A CLAIM**

#### Α. **INSTRUCTIONS FOR THE AGREEMENT HOLDER:**

- Prevent Further Damage. Take immediate action to prevent further damage. This AGREEMENT will not cover the damage caused by continued operation in a failed state, and/or failing to secure a timely repair of the failed component. 1.
- Take UNIT to a REPAIR FACILITY. In the event of a BREAKDOWN, take the UNIT to the dealer that sold You this AGREEMENT, if at all possible. If not, take the UNIT to any licensed REPAIR FACILITY approved by the ADMINISTRATOR. YOU should contact the ADMINISTRATOR for assistance in 2. locating an approved REPAIR FACILITY. Provide the REPAIR FACILITY with a copy of this AGREEMENT and/or the AGREEMENT Number.
- Obtain Prior Authorization from the ADMINISTRATOR. Prior to any repair being made, instruct the REPAIR FACILITY to contact the ADMINISTRATOR to obtain authorization for the CLAIM and a CLAIM Authorization Number. It is YOUR responsibility to ensure that authorization has been obtained for any covered repair prior to the work being started. Failure to obtain proper authorization will result in a denial of benefits. The amount authorized by the ADMINISTRATOR is the maximum that will be paid for the repairs covered under the Terms of this AGREEMENT. Any additional repair costs must receive prior approval. If a BREAKDOWN occurs after the ADMINISTRATOR's normal working hours, the REPAIR FACILITY must contact the ADMINISTRATOR immediately on the first available business day. 3
- Review Coverage. After the ADMINISTRATOR is contacted, review with the REPAIR FACILITY what will be covered by this AGREEMENT and what 4. portions of the repair (if any) will not be covered.
- 5. Tear-Down and/or Inspection of the UNIT. In some cases, You may need to authorize the REPAIR FACILITY to inspect and/or tear-down the UNIT in order to diagnose the failure and the cost of the repair. You will be responsible for these charges if the failure is not covered under this AGREEMENT. WE reserve the right to require an inspection of the UNIT prior to any repair being performed.
- 6.
- Authorize Repair. Authorize the REPAIR FACILITY to complete the repairs. Review Repair. Review the work performed on the UNIT with the REPAIR FACILITY when the UNIT is picked up. Pay DEDUCTIBLE and Costs for Non-Covered Repairs. WE will reimburse the REPAIR FACILITY or You for the cost of the work performed on the UNIT that is covered by this AGREEMENT for the previously authorized amount, less the DEDUCTIBLE. You must pay for any repair or service 8. that is not covered by this AGREEMENT. If necessary, We will pay the REPAIR FACILITY by charge card on YOUR behalf. In some cases, it may be necessary for YOU to pay the repair bill in full. In such event, WE will reimburse YOU for the authorized cost of the repair, less the DEDUCTIBLE.
- Emergency Repairs. Follow the procedures outlined above. PRIOR APPROVAL MUST BE OBTAINED IN ALL CASES. FAILURE TO OBTAIN PROPER AUTHORIZATION WILL RESULT IN A DENIAL OF BENEFITS. 9.

#### INSTRUCTIONS FOR THE REPAIR FACILITY: В.

- Advise AGREEMENT Holder. Advise the AGREEMENT Holder that the cost of evaluating the cause of the BREAKDOWN is covered under this AGREEMENT only if, after the diagnosis is complete, it is determined that the BREAKDOWN was caused by a COVERED PART. The ADMINISTRATOR must authorize all covered repairs provided under this AGREEMENT.
- Authorization for Evaluation from the AGREEMENT Holder. Obtain authorization from the AGREEMENT Holder to inspect and/or tear-down the 2. **UNIT** to determine the cause of the failure of the component or part and cost of repair. Save all components including fluids and filters, in the event **WE** require an inspection. Inform the **AGREEMENT** Holder that the cost of the tear-down will not be paid if the failure of the component disassembled is not covered under this **AGREEMENT**.
- 3.
- Assess the Problem(s). Assess the problem(s), its cause, and the cure of the failure and the cost of the repairs. Obtain Authorization from the ADMINISTRATOR. Prior to any repair being made, contact the ADMINISTRATOR at 1-877-565-0825 to obtain 4. authorization for the CLAIM. Please have the following items ready when the call is placed:
  - Customer's **AGREEMENT** Number; Complaint, cause of failure and corrective action; a.
  - b.
  - Cost of the repair;
  - Last eight (8) digits of the UNIT Identification Number; d. Customer's current phone number.
  - Verification of Coverage. The ADMINISTRATOR will verify coverage and will either:
  - Authorize the CLAIM If the CLAIM is approved, a CLAIM Authorization Number will be issued, which should be recorded on the repair order. The authorization amount is the maximum that will be paid. Any additional repair costs must receive prior approval. a.
- Request Additional Evaluation Further evaluation, tear-down or outside inspection may be requested. Inspection/Tear-Down Policy. WE reserve the right to require an inspection of the UNIT prior to any repair being accomplished. Diagnostic procedures that are not necessary to determine cause of failure are not covered. If a tear-down is necessary in order to determine the cause of failure, the AGREEMENT Holder must authorize the tear-down. Please advise the AGREEMENT Holder that, if the component disassembled is 6
  - not covered, then the AGREEMENT Holder must pay for the tear-down and WE will not reimburse such payment. Listed below is the Inspection/Tear-Down Policy:
    - Save all components, including fluids and filters, which need to be repaired.
    - The **ADMINISTRATOR** will arrange for inspection. If not visited within 48 hours, call Customer Service at 1-877-565-0825 b.
- Review Repairs with AGREEMENT Holder. After the ADMINISTRATOR has been contacted, review with the AGREEMENT Holder what repairs will 7. be covered by this AGREEMENT and what portions of the repairs, if any, will not be covered. Obtain Authorization for Repairs from AGREEMENT Holder. Obtain the AGREEMENT Holder's authorization to complete the repairs. All repair
- 8. orders must have the AGREEMENT Holder's signature.
- Submit Repair Order for Payment. All repair orders and documentation must be submitted, along with the CLAIM Authorization Number, to 9. the ADMINISTRATOR, at the address shown below, within thirty (30) days from the date the covered repair was completed to be eligible for payment.

ADMINISTRATOR: **Preferred Administrators** P.O. Box 26830 Austin, TX 78755 **ATTN: Claims Department** Telephone Number: 1-877-565-0825

5.

#### C. INSTRUCTIONS FOR THE AGREEMENT HOLDER TO FILE A CLAIM FOR ADDITIONAL BENEFITS:

- Authorization from the ADMINISTRATOR. Prior authorization from the ADMINISTRATOR is not required for a CLAIM made for any of the Additional Benefits listed in the Schedule of Coverages section, except a CLAIM for 24 hour additional benefits. For authorization, please call the ADMINISTRATOR'S CLAIMS number 1-877-565-0825.
- Submit Paid Receipts to the ADMINISTRATOR. A paid receipt from a licensed service provider, stating the type of service and the date provided, must be submitted along with YOUR AGREEMENT Number to the ADMINISTRATOR at the address shown below, within thirty (30) days from the date of the covered service or repair to be eligible for payment. 2.

#### ADMINISTRATOR: **Preferred Administrators** P.O. Box 26830 Austin, TX 78755 ATTN: Claims Department Telephone Number: 1-877-565-0825

#### INSTRUCTIONS FOR THE AGREEMENT HOLDER TO FILE A CLAIM FOR THE 24-HOUR ROADSIDE BENEFITS: D.

The Roadside Assistance Services provided are not a part of a reimbursement program and You must call 1-855-216-6422 - Producer Code: 24275 - Plan: CJ to obtain service. In the event You contract for a covered service on Your own and would like to submit those services for reimbursement consideration, You may do so by calling toll-free 1-888-684-9327 or by visiting <u>www.nsdclaims.com</u> to request a CLAIM form. Please follow the instructions on the form for reimbursement submission. Reimbursements for services not obtained through Nation Motor Club, Inc. d/b/a Nation Safe Drivers are strictly limited to \$50.00.

Nation Motor Club, Inc., dba Nation Safe Drivers is the OBLIGOR for the 24-Hour Roadside Benefits. For assistance call: 1-855-216-6422 -Producer Code: 24275 - Plan: CJ.

## SPECIAL STATE DISCLOSURES

The following State specific requirements are added to and become part of YOUR AGREEMENT and supersede any other provision to the contrary:

#### ALABAMA:

#### The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph 1 is amended by adding the following:

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 return of this AGREEMENT to Us and only to any cancellation received within the first sixty (60) calendar days after the date WE mailed a copy of the AGREEMENT to YOU or if it was provided to You at the time of sale. This provision applies only to the original purchaser.

Reference to deduction of CLAIMS from refund is deleted regardless of who initiates the cancellation.

Paragraph 2 is amended by adding the following:

A cancellation notice stating the reasons and effective date of cancellation will be mailed to Your last known address at least five (5) days prior to cancellation for any reason other than nonpayment of the AGREEMENT Purchase Price or material misrepresentation.

#### ARIZONA:

The CANCELLATION OF YOUR AGREEMENT section is amended by adding the following:

No CLAIM incurred or paid shall be deducted from the amount of any refund regardless of who initiates the cancellation.

The ARBITRATION PROVISION section is amended by adding the following:

For Residents of Arizona only: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44<sup>th</sup> Street, 2<sup>nd</sup> Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved service contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 1-800-325-2548.

The **FXCLUSIONS** section has been amended

Paragraph 1 is deleted in its entirety.

Paragraphs 4, 6, 8 and 9 are deleted and replaced with the following:

- FOR COSTS OR EXPENSES IF YOU CANNOT PROVIDE TO THE ADMINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE UNIT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS, OR IF ANY MECHANICAL ALTERATIONS HAVE BEEN MADE BY YOU TO THE UNIT, WHILE OWNED BY YOU, INCLUDING, BUT NOT LIMITED TO: THE USE OF OVERSIZED TIRES; FRAME OR SUSPENSION MODIFICATIONS; OR REMOVAL OF ANY EMISSION CONTROL PARTS 4. SYSTEM.
- SYSTEM. FOR COSTS OR EXPENSES IF THE UNIT HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, OR FOR FAILURE TO PROPERLY OPERATE THE UNIT; OR FOR ANY LOSS OR DAMAGE RESULTING FROM ROAD HAZARDS, COLLISION OR UPSET, FALLING OBJECTS, FIRE, SMOKE, SOOT, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER, SUBMERSION, FLOOD, FREEZING OR ICE DAMAGE, CONTACT WITH BIRD OR ANIMAL, BREAKAGE OF GLASS, DAMAGE CAUSED BY DETONATION, PRE-IGNITION, CARBON OR SLUDGE; CONTAMINATION OF ANY NATURE, DISCHARGE OF ANY NUCLEAR WEAPON, CORROSION, RUST, ELECTROLYSIS, DETERIORATION, CONDENSATION, REVERSE POLARITY, FAILURE OR LOOSENING OF EXTERNAL FASTENERS OR BOLTS; MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, WAR (DECLARED OR UNDECLARED), CIVIL WAR, INSURRECTION, REBELLION, OR REVOLUTION, OR IF THE UNIT IS A TOTAL LOSS, HAS BEEN REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER, EXCEPT AS OUTLINED IN THIS AGREEMENT, WHILE OWNED BY YOU. FOR REPAIR COSTS OR EXPENSES IF A BREAKDOWN IS DIRECTLY OR INDIRECTLY CAUSED BY OVERHEATING OF ANY COVERED PART OR NON-COVERED PART OR BY THE FAILURE OF THE AGREEMENT HOLDER TO MAINTAIN PROPER QUALITIES OR LEVELS OF COOLANTS, FLUIDS OR LUBRICANTS; OR DAMAGE RESULTING FROM CONTINUED OPERATION IN A FAILED CONDITION. 6.
- 8
- OF COOLANTS, FLUIDS OR LUBRICANTS; OR DAMAGE RESULTING FROM CONTINUED OPERATION IN A FAILED CONDITION. FOR REPAIRS OR REPLACEMENTS TO ANY PART THAT HAS NOT SUFFERED A BREAKDOWN, OR FOR REPAIR COSTS NOT NECESSARY TO CORRECT A BREAKDOWN, OR FOR DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT REPAIR 9 WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS; OR DAMAGE CAUSED TO, OR CAUSED FROM, A NON-COVERED PART (UNLESS CONSEQUENTIAL LOSS COVERAGE SURCHARGE IS SELECTED AND PAID); OR DAMAGE TO THE VEHICLE BEING TOWED BY THE UNIT (IF ANY) REGARDLESS IF THE DAMAGE IS CAUSED BY THE FAILURE OF A COVERED PART; OR FOR RETROFITTING DUE TO UNAVAILABILITY OF PARTS, WHILE OWNED BY YOU.

#### CALIFORNIA:

The OTHER PROVISIONS section is amended to incorporate the following:

This AGREEMENT is not renewable. Performance to YOU under this AGREEMENT is guaranteed by a California approved insurance company. YOU may file a CLAIM with this insurance company if any promise made in the AGREEMENT has been denied or has not been honored within sixty (60) days after YOUR request. The name and address of the insurance company is: American Bankers Insurance Company of Florida, 11222 Quail Roast Drive, Miami, FL 33157, 1-866-306-6694. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357.

The California Provider License Number for United Service Protection Corp. is 0D01816.

Any language throughout the program that refers to Nation Motor Club, Inc. as the OBLIGOR for the 24-Hour Roadside Assistance Service benefits is deleted and replaced with the following: The 24-Hour Roadside Assistance Service benefits are provided through Nation Motor Club, Inc. The **DEFINITIONS** section, paragraph **11**, is deleted and replaced with the following:

11. REPAIR FACILITY - Any licensed REPAIR FACILITY authorized by the ADMINISTRATOR to perform repair services under this SERVICE AGREEMENT.

The GENERAL PROVISIONS section has been amended.

Paragraph 9. Subrogation Provision is deleted and replaced by the following:

9. Subrogation Provision: In the event that coverage is provided under this AGREEMENT, WE shall be subrogated to all the rights YOU may have to recover against any person or organization arising out of a safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do what is reasonably necessary to secure such rights (and is without prejudice to YOUR own legal rights and privileges). YOU shall do nothing to prejudice those rights. Further, all amounts recovered by YOU for which YOU have received benefits under this AGREEMENT shall belong to, and be paid to US, up to the amount of benefits paid under this AGREEMENT.

Paragraph 10. Maintenance Requirements is amended by deleting the first sentence and replacing with the following:

#### 10. Maintenance Requirements:

In order to keep this AGREEMENT in effect, YOU must have the UNIT checked and serviced in accordance with the manufacturer's recommendations

The ARBITRATION PROVISION section is deleted in its entirety.

The EXCLUSIONS section has been amended.

Paragraphs 4, 6, 7 and 8 are deleted and replaced with the following:

- FOR COSTS OR EXPENSES IF YOU CANNOT PROVIDE TO THE ADMINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE FAILED COVERED UNIT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS, OR
- MAINTAINED THE FAILED COVERED UNIT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS, OR IF ANY MECHANICAL ALTERATIONS HAVE BEEN MADE BY YOU TO THE UNIT, INCLUDING, BUT NOT LIMITED TO: THE USE OF OVERSIZED TIRES; FRAME OR SUSPENSION MODIFICATIONS; OR REMOVAL OF ANY EMISSION CONTROL PARTS SYSTEM; FOR COSTS OR EXPENSES IF THE UNIT HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, OR FOR FAILURE TO PROPERLY OPERATE THE UNIT; OR FOR ANY LOSS OR DAMAGE RESULTING FROM ROAD HAZARDS, COLLISION OR UPSET, FALLING OBJECTS, FIRE, SMOKE, SOOT, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER, SUBMERSION, FLOOD, FREEZING OR ICE DAMAGE, CONTACT WITH BIRD OR ANIMAL, BREAKAGE OF GLASS, DAMAGE CAUSED BY DETONATION, PRE-IGNITION, CARBON OR SLUDGE; CONTAMINATION OF ANY NATURE (MEANS UNINTENDED PRESENCE OR INTRODUCTION OF CONTAMINENTS), DISCHARGE OF ANY NUCLEAR WEAPON, CORROSION, RUST, ELECTROLYSIS, DETERIORATION, CONDENSATION, REVERSE POLARITY, FAILURE OR LOOSENING OF EXTERNAL FASTENERS OR BOLTS; MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, WAR (DECLARED OR UNDECLARED), CIVIL WAR, INSURRECTION, REBELLION, OR REVOLUTION, OR IF THE UNIT IS A TOTAL LOSS, HAS BEEN REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER, EXCEPT AS OUTLINED IN THIS AGREEMENT. OUTLINED IN THIS AGREEMENT.
- FOR LIABILITIES FOR DAMAGE TO PROPERTY OR FOR INJURY TO OR FOR LIABILITIES FOR NON INTENTIONAL ACTS CAUSING DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, REPAIR, MAINTENANCE OR USE OF THE UNIT, WHETHER OR NOT RELATED TO ANY COVERED PART, OR FOR CONSEQUENTIAL LOSSES OR DAMAGE, UNLESS SPECIFICALLY COVERED HEREIN;
- FOR ANY MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT OR FOR REPAIR COSTS OR EXPENSES IF A BREAKDOWN IS DIRECTLY OR INDIRECTLY CAUSED BY OVERHEATING OF ANY COVERED PART OR NON-COVERED PART OR BY THE FAILURE OF THE AGREEMENT HOLDER TO MAINTAIN PROPER QUALITIES OR LEVELS OF COOLANTS, FLUIDS OR LUBRICANTS; OR DAMAGE **RESULTING FROM CONTINUED OPERATION IN A FAILED CONDITION.**

The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph 1 and 2 are deleted and replaced with the following:

- You may cancel this AGREEMENT at any time, including when a loss of the UNIT occurs, or when You sell the UNIT without transfer of this AGREEMENT. To cancel, You must submit a written request and return this AGREEMENT to the selling dealer or directly to the ADMINISTRATOR. An odometer statement indicating the odometer reading at the date of the request (if applicable) and a signed cancellation request form will be required to process YOUR refund. If this AGREEMENT is canceled within the first sixty (60) days, YOU will be refunded the entire AGREEMENT Purchase Price. If this AGREEMENT is canceled after the first sixty (60) days or if a CLAIM has been made, YOU will be refunded an amount of the AGREEMENT Purchase Price according to the pro-rata method. The refund equals the greater of the days in force or the miles driven based on the Term of the PLAN selected and the date coverage begins, less an administrative fee of ten percent (10%) of the AGREEMENT Purchase Price or twenty-five dollars (\$25.00), whichever is less. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. The right to cancel this AGREEMENT is non-transferable and shall apply only to the original AGREEMENT Holder.
- 2. WE may cancel this AGREEMENT for nonpayment of the AGREEMENT Purchase Price or for a material misrepresentation made in obtaining this AGREEMENT or in the submission of a CLAIM. We will refund an amount of the AGREEMENT Purchase Price according to the pro-rata method paid within thirty (30) days of the date of cancellation. The refund equals the greater of the days in force or the miles driven based on the Term of the PLAN selected and the date coverage begins. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the AGREEMENT Holder at the last known address. The AGREEMENT ceases to be valid no less than five (5) days after the postmark date of the notice.

#### COLORADO:

The OTHER PROVISIONS section is amended by adding the following:

Policy Number SFM-4491-CO-1.

#### CONNECTICUT:

The ARBITRATION PROVISION section is amended by adding the following:

RESOLUTION OF DISPUTES: If WE are unable to resolve any disputes with You regarding this warranty, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 061242-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the extended warranty, the cost of repair of the item, and a copy of the extended warranty contract.

The CANCELLATION OF YOUR AGREEMENT section, paragraph 1 is amended by adding the following:

YOU may cancel this AGREEMENT if the UNIT is sold, lost, stolen, or destroyed.

The GUIDE TO FILING A CLAIM section is amended by adding the following:

If the UNIT is in the repair facility at the time the AGREEMENT expires, the expiration date will automatically be extended until the repair is complete.

#### FLORIDA:

The OTHER PROVISIONS section of the DECLARATION PAGE is amended as follows:

The entity obligated to perform under this AGREEMENT, which is referred to as "WE", "US" AND "OUR" throughout the AGREEMENT, is United Service Protection, Inc., P.O. Box 21647, St. Petersburg, Florida 33742. The telephone number is 1-800-283-0785.

The ADMINISTRATOR of this AGREEMENT is Service Group Administrators, PO Box 26830, Austin, TX 78755, The telephone number is 855-263-1681, Florida License 60122.

The privacy statement is deleted and replaced with the following:

review the General Privacy Policy of United Service Protection, Inc., an Assurant visit To Solutions company. please http://www.assurantsolutions.com/pri-privacy-notice-t4.html.

The following statement is added:

The rate charged for this AGREEMENT is not subject to regulation by the Florida Office of Insurance Regulation.

The ARBITRATION PROVISION section is amended by adding the following:

While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

The CANCELLATION OF YOUR AGREEMENT section, paragraph 1 is amended. The reference to a twenty-five dollar (\$25.00) administrative fee is deleted and replaced with an administrative fee equal to five percent (5%) of the gross AGREEMENT Purchase Price.

The TRANSFER OF YOUR AGREEMENT section is deleted and replaced with the following:

This AGREEMENT is for YOUR benefit and is transferable to the next subsequent private purchaser of the UNIT only while the AGREEMENT is in force and if certain conditions are met. YOU may not transfer this AGREEMENT if the UNIT is sold or traded (retail or wholesale) to a dealer or wholesaler

A completed transfer application and a forty dollar (\$40) transfer fee must be submitted to the ADMINISTRATOR within thirty (30) days of a change in ownership, along with the following:

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

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

**GEORGIA:** 

The **ARBITRATION PROVISION** section is deleted in its entirety.

The EXCLUSIONS section has been amended.

Paragraphs 4, 6 and 8, are deleted and replaced with the following:

- FOR COSTS OR EXPENSES IF YOU CANNOT PROVIDE TO THE ADMINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE UNIT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS, OR IF ANY MECHANICAL ALTERATIONS HAVE BEEN MADE BY YOU OR WITH YOUR KNOWLEDGE TO THE UNIT, INCLUDING, BUT NOT LIMITED 4. TO: THE USE OF OVERSIZED TIRES; FRAME OR SUSPENSION MODIFICATIONS; OR REMOVAL OF ANY EMISSION CONTROL PARTS
- TO: THE USE OF OVERSIZED TIRES; FRAME OR SUSPENSION MODIFICATIONS; OR REMOVAL OF ANY EMISSION CONTROL PARTS SYSTEM. FOR COSTS OR EXPENSES IF THE UNIT HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, OR FOR FAILURE TO PROPERLY OPERATE THE UNIT BY YOU OR WITH YOUR KNOWLEDGE; OR FOR ANY LOSS OR DAMAGE RESULTING FROM ROAD HAZARDS, COLLISION OR UPSET, FALLING OBJECTS, FIRE, SMOKE, SOOT, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER, SUBMERSION, FLOOD, FREEZING OR ICE DAMAGE, CONTACT WITH BIRD OR ANIMAL, BREAKAGE OF GLASS, DAMAGE CAUSED BY DETONATION, PRE-IGNITION, CARBON; CONTAMINATION OF ANY NATURE, DISCHARGE OF ANY NUCLEAR WEAPON, CORROSION, RUST, ELECTROLYSIS, DETERIORATION, CONDENSATION, REVERSE POLARITY, FAILURE OR LOOSENING OF EXTERNAL FASTENERS OR BOLTS; MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, WAR (DECLARED OR UNDECLARED), CIVIL WAR, INSURRECTION, REBELLION, OR REVOLUTION, OR IF THE UNIT IS A TOTAL LOSS, HAS BEEN REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER, EXCEPT AS OUTLINED IN THIS AGREEMENT. FOR ANY MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT AND KNOWN BY YOU OR FOR REPAIR COSTS OR EXPENSES WHILE OWNED BY YOU IF A BREAKDOWN IS DIRECTLY OR INDIRECTLY CAUSED BY OVERHEATING OF ANY COVERED PART OR NON-COVERED PART OR BY THE FAILURE OF THE AGREEMENT HOLDER TO MAINTAIN PROPER QUALITIES OR LEVELS OF COOLANTS, FLUIDS OR LUBRICANTS; OR DAMAGE RESULTING FROM CONTINUED OPERATION IN A FAILED CONDITION. 6.
- 8. FAILED CONDITION.

The CANCELLATION OF YOUR AGREEMENT section has been amended:

Paragraph 1 is amended by adding the following:

An administrative fee and any CLAIMS paid will not be deducted from any refund owed.

Paragraph 2 is amended as follows:

WE may only cancel this AGREEMENT based on one or more of the following reasons: (A) non-payment of the AGREEMENT Purchase Price; (B) fraud; or (C) a material misrepresentation made by You. If We cancel this AGREEMENT WE will mail written notice of cancellation at least ten (10) days prior to the effective date of cancelation for non-payment of the AGREEMENT Purchase Price or thirty (30) days prior for any other reason. An administrative fee will not be deducted from any refund owed.

Paragraph 3 is deleted and replaced with the following:

Cancellation shall be in accordance with O.C.G.A. § 33-24-44.

#### HAWAII:

The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph 1 is amended by adding the following:

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 return of this AGREEMENT to Us and only to any cancellation received within the first sixty (60) calendar days. This provision applies only to the original purchaser.

Paragraph 2 is amended by adding the following:

If WE cancel this AGREEMENT, WE will mail written notice of cancellation at least five (5) days prior to the effective date of cancellation for any reason other than nonpayment of the AGREEMENT Purchase Price, material misrepresentation or substantial breach of duties.

#### **IDAHO:**

The OTHER PROVISIONS section is amended by adding the following:

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

#### ILLINOIS:

The CANCELLATION OF YOUR AGREEMENT section, paragraph 1 is amended as follows:

All references to the administrative fee of twenty-five dollars (\$25.00) are deleted and replaced with an administrative fee of ten percent (10%) of the AGREEMENT Purchase Price or twenty-five dollars (\$25.00), whichever is less.

#### INDIANA:

The **OTHER PROVISIONS** section is amended by adding the following:

YOUR proof of payment to Us or the ADMINISTRATOR which issued this AGREEMENT shall be considered proof of payment to the insurance company identified on the DECLARATION PAGE which insures obligations to YOU.

The NOTICE TO SERVICE AGREEMENT HOLDER section has been amended.

Paragraph 1 is deleted and replaced with the following:

1. This SERVICE AGREEMENT is not a contract of Insurance and is not subject to Indiana insurance law.

The **ARBITRATION PROVISION** section is amended by adding the following:

While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

The EXCLUSIONS provision has been amended.

Paragraph 8 is deleted and replaced with the following:

FOR ANY MECHANICAL PROBLEMS KNOWN BY YOU THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT OR FOR REPAIR COSTS OR EXPENSES IF A BREAKDOWN IS DIRECTLY OR INDIRECTLY CAUSED BY OVERHEATING OF ANY COVERED PART OR NON-COVERED PART OR BY THE FAILURE OF THE AGREEMENT HOLDER TO MAINTAIN PROPER QUALITIES OR LEVELS OF COOLANTS, FLUIDS OR LUBRICANTS; OR DAMAGE RESULTING FROM CONTINUED OPERATION IN A FAILED CONDITION. 8.

## IOWA:

The OTHER PROVISIONS section is amended by adding the following:

The Iowa Commissioner of Insurance may be contacted at the following address: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319-0065

#### The CANCELLATION OF YOUR AGREEMENT section, paragraph 2 is amended as follows:

WE will mail written notice of cancellation to You at least fifteen (15) days prior to the effective date of cancellation and refund any unearned fee.

## LOUISIANA:

The **ARBITRATION PROVISION** section is deleted in its entirety.

The CANCELLATION OF YOUR AGREEMENT section and the RIGHT TO RETURN YOUR AGREEMENT section are amended as follows:

No **CLAIM** incurred or paid shall be deducted from the amount of any refund.

# MAINE:

The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph 1 is amended as follows:

All references to the administrative fee of twenty-five dollars (\$25.00) are deleted and replaced with an administrative fee of ten percent (10%) of the **AGREEMENT** Purchase Price or twenty-five dollars (\$25.00), whichever is less.

Paragraph 2 is amended as follows:

The last sentence is replaced with the following:

A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the **AGREEMENT** Holder at the last known address at least 15 days before the effective date of the cancellation.

#### MARYLAND:

The **CANCELLATION OF YOUR AGREEMENT** section, paragraph 1 is amended by adding the following:

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 return of this **AGREEMENT** to **Us** and only to any cancellation received within the first sixty (60) calendar days after the date **WE** mailed a copy of the **AGREEMENT** to **YOU** or if it was provided to **YOU** at the time of sale. This provision applies only to the original purchaser.

## MASSACHUSETTS:

The **OBLIGOR** under this **AGREEMENT**, which is referred to as "**WE**", "**US**" AND "**OUR**" throughout the **AGREEMENT**, is the Dealer, the address and telephone number for which are provided on the **AGREEMENT DECLARATION PAGE**.

The **OTHER PROVISIONS** section is amended by adding the following:

NOTICE TO AGREEMENT HOLDER: PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS AGREEMENT.

Chapter 90, Section 7N.25 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with less than 40,000 miles at the time of sale: Provides coverage for ninety (90) days or 3,750 miles, whichever occurs first.

Used Vehicles with 40,000 miles or more, but less than 80,000 miles at the time of sale: Provides coverage for sixty (60) days or 2,500 miles, whichever occurs first.

Used Vehicles with 80,000 miles or more, but less than 125,000 miles at time of sale: Provides coverage for thirty (30) days or 1,250 miles, whichever occurs first.

The **UNIT YOU** have purchased may be covered by this law. If so, the following is added to this **AGREEMENT**: In addition to the dealer warranty required by this law, **YOU** have elected to purchase this **AGREEMENT**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **YOU** have been charged separately only for this **AGREEMENT**. The required dealer warranty is provided free of charge. Furthermore, the Definition, Coverage, and Exclusions stated in this **AGREEMENT** apply only to this **AGREEMENT** and not the terms of the required dealer warranty.

#### MINNESOTA:

The OTHER PROVISIONS section is amended as follows:

All references to American Bankers Insurance Company of Florida are replaced to read American Reliable Insurance Company.

Notice: Minnesota Statute 325F.662, subd.2, provides for express warranty coverage on used vehicles as follows:

(1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first;

(2) if the used motor vehicle has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first.

All coverage provided for **YOUR UNIT** under this motor **SERVICE AGREEMENT** shall exclude coverage currently in force under any express warranty providing **the** same coverage for such **UNIT** as outlined above.

The ARBITRATION PROVISION section is amended by adding 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 UNITED SERVICE PROTECTION CORP.

The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph **2** is amended by adding the following:

If WE cancel this AGREEMENT, WE will mail written notice of cancellation at least fifteen (15) days prior to the effective date of cancellation for any reason other than nonpayment of the AGREEMENT Purchase Price, material misrepresentation or substantial breach of duties.

## MISSISSIPPI:

The ARBITRATION PROVISION section is deleted in its entirety.

#### **MISSOURI:**

The last paragraph of the **OTHER PROVISIONS** section is deleted and replaced with the following:

The obligations under this **AGREEMENT** are insured by an insurance policy issued by **American Bankers Insurance Company of Florida**, at 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a **CLAIM** for the refund of the unearned **AGREEMENT** Purchase Price, or **ADMINISTRATOR** ceases to do business or goes bankrupt, **YOU** may apply directly to **American Bankers Insurance Company of Florida**. Please call **1-866-306-6694** for instructions.

#### The CANCELLATION OF YOUR AGREEMENT section has been amended.

The last sentence of Paragraph 2 is amended as follows:

A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the **AGREEMENT** Holder at the last known address at least 15 days before the effective date of the cancellation.

## NEBRASKA:

The ARBITRATION PROVISION section is deleted in its entirety.

#### **NEW HAMPSHIRE:**

The **OTHER PROVISIONS** section is amended to add the following:

In the event You do not receive satisfaction under this AGREEMENT, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-800-852-3416.

#### **NEW JERSEY:**

The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph 2 is amended by deleting and replacing the last sentence with the following:

A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the **AGREEMENT** Holder at the last known address at least 5 days before the effective date of the cancellation for any reason other than nonpayment of the **AGREEMENT** Purchase Price or material misrepresentation.

#### NEW MEXICO:

The **RIGHT TO RETURN YOUR AGREEMENT** section is amended as follows:

If this **AGREEMENT** is returned within the first sixty (60) days from date of purchase and a refund is not credited within sixty (60) days after the return, **We** shall pay **You** a penalty of ten percent (10%) of the **AGREEMENT** Purchase Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser.

# The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph 2 is amended by adding the following:

2. After this AGREEMENT has been in effect for seventy (70) days, WE may not cancel this AGREEMENT except for one of the following reasons: (A) nonpayment of the AGREEMENT Purchase Price; or (B) discovery of fraud or material misrepresentation made by YOU in obtaining this AGREEMENT or in presenting a CLAIM for service. If WE cancel this AGREEMENT based on one or more of these reasons, WE will mail written notice of cancellation to YOU at least fifteen (15) days prior to the effective date of cancellation.

#### NEW YORK:

The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph 1 is amended by adding the following:

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this **AGREEMENT** to **Us** and only to any cancellation received within the first sixty (60) calendar days. This provision applies only to the original purchaser.

Paragraph 2 is amended to incorporate the following:

If WE cancel this AGREEMENT, WE will mail written notice of cancellation at least fifteen (15) days prior to the effective date of cancellation for any reason other than nonpayment of the AGREEMENT Purchase Price, material misrepresentation or substantial breach of duties.

## NORTH CAROLINA:

#### The CANCELLATION OF YOUR AGREEMENT section has been amended.

All references to the administrative fee of twenty-five dollars (\$25.00) are deleted and replaced with an administrative fee of ten percent (10%) of the **AGREEMENT** Purchase Price or twenty-five dollars (\$25.00), whichever is less.

Paragraph **2** is amended to delete the first sentence and replace with the following:

WE may cancel this AGREEMENT for nonpayment of the AGREEMENT Purchase Price or for direct violation of the AGREEMENT by YOU.

#### OKLAHOMA:

#### The OTHER PROVISIONS section is amended as follows:

The entity obligated to perform under this AGREEMENT, which is referred to as "WE", "US" AND "OUR" throughout the AGREEMENT, is Assurant Service Protection, Inc., P.O. Box 21647, St. Petersburg, Florida 33742. The telephone number is 1-800-283-0785.

The privacy statement is deleted and replaced with the following:

To review the General Privacy Policy of Assurant Service Protection, Inc., an Assurant Solutions company, please visit http://www.assurantsolutions.com/priv-privacy-notice-t4.html.

#### The following is added:

Coverage afforded under this **AGREEMENT** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to **COMMERCIAL USE** references in service warranty contracts.

The ARBITRATION PROVISION section is deleted and replaced with the following:

NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.

Disputes under this **AGREEMENT** shall be subject to mandatory, non-binding arbitration. To begin arbitration, either **You** or **WE** must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the **CLAIM** is filed. **You** may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration ull be shared equally between **You** and **Us**. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless **You** and **WE** agree, the arbitration law will apply. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the **CLAIM** or **CLAIMS** or **OLAIMS** or **OLAIMS**. Please refer to the **SPECIAL STATE DISCLOSURE** 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 impaneled or struck.

# The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraphs 1 and 2 are deleted and replaced with the following:

- 1. YOU may cancel this AGREEMENT at any time, including when a loss of the UNIT occurs or when YOU sell the UNIT without transfer of this AGREEMENT. To cancel, YOU must submit a written request and return this AGREEMENT to the selling dealer or directly to the ADMINISTRATOR. An odometer statement indicating the odometer reading at the date of the request (if applicable) and a signed cancellation request form will be required to process YOUR refund. If YOU cancel this AGREEMENT within the first sixty (60) days and no CLAIMS have been filed, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium. If YOU cancel the AGREEMENT after the first sixty (60) days or have made a CLAIM within the first sixty (60) days, the refund will be one hundred percent (100%) of the unearned pro rata premium or twenty-five dollars (\$25.00), whichever is less and (b) the actual cost of any service provided under the AGREEMENT. In the event of cancellation, the LIENHOLDER identified on the Declaration Page, if any, will be named on a cancellation refund check as its interest may appear.
- 2. We may cancel this AGREEMENT for nonpayment of the AGREEMENT Purchase Price, or for a material misrepresentation made in obtaining this AGREEMENT or in the submission of a CLAIM, or in the event YOUR UNIT is modified/altered as listed in the AGREEMENT exclusions or is used in a manner excluded by the AGREEMENT. If this AGREEMENT is canceled by Us, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under the AGREEMENT. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the AGREEMENT Holder at the last known address at least 5 days before the effective date of the cancellation.

Paragraph 3 is deleted in its entirety.

#### OREGON:

The **ARBITRATION PROVISION** section is deleted in its entirety.

# SOUTH CAROLINA:

The **OTHER PROVISIONS** section is amended by adding the following:

If **WE** do not timely resolve such matters within sixty (60) days of proof of loss **You** may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202. The telephone is **1-800-768-3467**.

The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph 1 is amended by adding the following:

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 return of this **AGREEMENT** to **Us** and only to any cancellation received within the first sixty (60) calendar days. This provision applies only to the original purchaser.

Paragraph **2** is amended by incorporating the following:

If WE cancel this AGREEMENT WE will mail written notice of cancellation at least fifteen (15) days prior to the effective date of cancellation for any reason other than nonpayment of the AGREEMENT Purchase Price, material misrepresentation or substantial breach of duties.

#### TEXAS:

The OTHER PROVISIONS section is amended by adding the following:

If YOU have complaints or questions regarding this AGREEMENT, YOU may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711. The telephones are: 1-512-463-6599 or 1-800-803-9202.

# The CANCELLATION OF YOUR AGREEMENT section is amended by adding the following:

A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of this **AGREEMENT** to **US.** This provision applies only to the original purchaser.

### UTAH:

The OTHER PROVISIONS section is amended by adding the following:

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.

The **ARBITRATION PROVISION** section is deleted in its entirety.

The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph 2 is amended by replacing the last sentence with the following:

We shall mail written notice to You at YouR last known address contained in OuR records at least thirty (30) days prior to cancellation. If cancellation is for non-payment of premium, notice of cancellation will be mailed at least ten (10) days prior to cancellation. The notice shall state both the basis and effective date of the cancellation.

Paragraph **3** is deleted in its entirety.

The GUIDE TO FILING A CLAIM section is amended by adding the following:

Failure to obtain prior authorization or submit repair orders and other documentation within thirty (30) days of the repair will not automatically invalidate **YOUR CLAIM** if **YOU** can demonstrate that it was not reasonably possible to obtain prior authorization or file the documents within such time period.

# WISCONSIN:

The **OTHER PROVISIONS** section has been amended.

The last paragraph is deleted and replaced with the following:

Obligations under this **AGREEMENT** are insured under a reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If **WE** do not provide, reimburse or pay for a service that is covered under this **AGREEMENT** within sixty (60) days after **You** provides proof of loss, or if **WE** become insolvent or otherwise financially impaired, **You** may file a **CLAIM** directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157 for reimbursement, payment or provision of the service. Please call **1-866-306-6694** for instructions. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** 

The GENERAL PROVISIONS section has been amended.

Paragraph 9. Subrogation Provision is deleted and replaced with the following:

Subrogation Provision: In the event that coverage is provided under this AGREEMENT, WE shall be subrogated to all the rights You may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, after You have been made whole all amounts recovered by You for which You have received benefits under this AGREEMENT shall belong to, and be paid to Us, up to the amount of benefits paid under this AGREEMENT.

The **ARBITRATION PROVISION** section is deleted in its entirety.

The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph **2** is amended by adding the following:

If WE cancel for a reason other than nonpayment, WE shall refund the AGREEMENT HOLDER one hundred percent (100%) of the paid unearned pro rata AGREEMENT Purchase Price, less any CLAIMS paid.

All references to the administrative fee of twenty-five dollars (\$25.00) are deleted and replaced with an administrative fee of ten percent (10%) of the **AGREEMENT** Purchase Price or twenty-five dollars (\$25.00), whichever is less.

Paragraph 2 is amended by deleting and replacing the first sentence with the following:

We may cancel this AGREEMENT for nonpayment of the AGREEMENT Purchase Price or for a material misrepresentation made in obtaining this AGREEMENT or in the submission of a CLAIM.

#### WYOMING:

The ARBITRATION PROVISION section is deleted in its entirety.

The CANCELLATION OF YOUR AGREEMENT section has been amended.

Paragraph 2 is amended by adding the following:

If WE cancel this AGREEMENT, WE will mail written notice of cancellation at least ten (10) days prior to the effective date of cancellation for any reason other than nonpayment of the AGREEMENT Purchase Price, material misrepresentation or YOUR UNIT is modified/altered as listed in the AGREEMENT exclusions or is used in a manner excluded by the AGREEMENT.

Paragraph **3** is deleted and replaced with the following:

If YOUR UNIT and this AGREEMENT have been financed, the Lienholder shown on the DECLARATION PAGE may cancel this AGREEMENT if YOUR UNIT is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this AGREEMENT to the Lienholder or otherwise entitle the Lienholder to performance under this AGREEMENT.