



RV SERVICE AGREEMENT

This is a sample agreement only. Your agreement may vary depending on the plan you select and the state that you live in.

AGREEMENT HOLDER INFORMATION		SCHEDULE PAGE		SERVICE AGREEMENT #	
FIRST NAME	LAST NAME	MI	TELEPHONE NUMBER	EMAIL	
ADDRESS		CITY	STATE	ZIP CODE	
UNIT DESCRIPTION					
YEAR	MAKE	MODEL	UNIT PURCHASE PRICE	UNIT PURCHASE DATE	
CHASSIS VIN	CHASSIS WARRANTY TERM	COACH/UNIT VIN	MANF WARRANTY TERM	MOTOR HOME CLASS ☐ A ☐ B ☐ C	
PLAN INFORMATION					
AGREEMENT PURCHASE DATE	IN-SERVICE DATE	AGREEMENT EXPIRATION DATE	ODOMETER MILEAGE	EXPIRATION MILEAGE	
TERM ____ MONTHS ____ MILES	RATE CLASS	BASE CODE	AGREEMENT PURCHASE PRICE	PAYMENT PLAN ☐ YES ☐ NO	
PLAN TYPE ☐ NEW UNIT PLAN ☐ PRE-OWNED UNIT PLAN	PLAN DESIGNATION ☐ MOTOR HOME ☐ TOWABLE/COACH ONLY	COVERAGE TYPE (stated) ☐ BASIC ☐ PLUS ☐ TOTAL			
		COVERAGE TYPE (exclusionary) ☐ SELECT SELECT Coverage covers all parts of the Unit except: a. Parts listed under the EXCLUSIONS-WHAT IS NOT COVERED section of this Agreement. b. Parts covered under the manufacturer's warranty, special policies, or recalls c. Engine components; d. Transmission components; e. Drive Axle components ☐ COMPLETE COMPLETE Coverage covers all parts of the Unit except: d. Parts listed under the EXCLUSIONS-WHAT IS NOT COVERED section of this Agreement. e. Parts covered under the manufacturer's warranty, special policies, or recalls.			
DEDUCTIBLE \$					
SURCHARGES AND OPTIONAL COVERAGES					
OPTIONAL COVERAGE ☐ TIRE AND WHEEL ROAD HAZARD ☐ COMMERCIAL/RENTAL USE ☐ DEF COVERAGE					
SELLER / LIENHOLDER INFORMATION					
SELLER NAME		TELEPHONE NUMBER	SELLER NUMBER	F&I NUMBER	
ADDRESS		CITY	STATE	ZIP CODE	
LIENHOLDER NAME	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE #

A THIRTY (30) DAY WAITING PERIOD WILL APPLY FROM THE AGREEMENT PURCHASE DATE. CLAIMS MAY NOT BE FILED UNTIL THIS WAITING PERIOD IS SATISFIED. UNLESS YOU CAN PROVIDE PROOF THAT A VALID INSPECTION FROM A LICENSED 3RD PARTY INSPECTOR HAS BEEN COMPLETED WITHIN FIFTEEN (15) DAYS OF PURCHASE OF THIS AGREEMENT. INSPECTION CANNOT BE COMPLETED BY THE DEALERSHIP THE UNIT IS BEING PURCHASED AT AND MUST SHOW COVERED ITEMS IN GOOD WORKING CONDITION.

YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU HAVE READ, UNDERSTAND AND ACCEPT ITS CONDITIONS. IF YOU SELL YOUR UNIT AND WANT TO CANCEL THIS AGREEMENT, YOU MUST REQUEST A REFUND IN WRITING ACCORDING TO THE TERMS IN THE "CANCELLATION" SECTION OF THIS AGREEMENT. YOU ACKNOWLEDGE YOUR UNDERSTANDING OF AND AGREE TO THE DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SECTION IN THIS AGREEMENT. REFER TO THE DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SECTION FOR OPT-OUT INSTRUCTIONS. THIS AGREEMENT IS BASED ON INFORMATION YOU PROVIDED ON THIS SCHEDULE PAGE. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. YOU ACKNOWLEDGE YOUR UNDERSTANDING OF THE LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT AS SET OUT IN THIS AGREEMENT. YOU ACKNOWLEDGE ANY MISREPRESENTATION MAY RESULT IN THE DENIAL OF A CLAIM. YOU UNDERSTAND THAT THIS AGREEMENT HAS BEEN ISSUED IN ACCORDANCE WITH THE INFORMATION CONTAINED ABOVE AND IS SUBJECT TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT, WHICH YOU HAVE READ AND RECEIVED. YOU UNDERSTAND THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING FOR THIS UNIT.

Agreement Holder Signature

Agreement Sales Date

TERMS AND CONDITIONS

A. NOTICE

1. This **Agreement** is not a contract of insurance.
2. This **Agreement** is not valid unless:
 - a. The **Schedule Page** is filled out completely and signed by **You**; and
 - b. The **Schedule Page** is attached to the **Agreement**.
3. 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.
4. The **Obligor** shall have no liability for anything other than the obligations delineated in the **Agreement**.
5. This **Agreement** is between the **Obligor** and the **Agreement Holder**.

B. DEFINITIONS

1. **Administrator:** [Contact Administrator Details]
2. **Agreement:** This **Agreement**, which **You** have purchased for the **Unit** described on the **Schedule Page**.
3. **Breakdown:** The failure of a defective part as supplied by the manufacturer outside of the allowable tolerances prescribed by the manufacturer.
4. **Claim:** A demand by **You** for benefits under this **Agreement**. A visit/claim may have more than one **Covered Repair**.
5. **Commercial/Rental Use:** Any Unit, regardless of registration type, used solely or partially for the generation of income.
6. **Consequential Loss:** **We** will provide coverage for the repair of a **Covered Part** if the failure of the **Covered Part** was caused by the action or inaction of a non-covered part.
7. **Covered Parts:** The parts listed in the SCHEDULE OF COVERAGES section of this **Agreement** for the **Plan** selected.
8. **Deductible:** The amount **You** are required to pay, as shown on the **Schedule Page**, toward the total cost for the repair or replacement of the **Covered Parts** per visit/claim made.
9. **Failure:** The inability of an original or like replacement part covered by this **Agreement** to function in normal service.
10. **In-Service Date:** The date on which the **Unit** was first purchased by the original owner, if known. **Units** for which the original purchase date is not known, it shall be July 1st of the Unit model year.
11. **Obligor (We, Us, Our):** [Contact Obligor Details]
12. **Plan:** The **Plan** and term selected by **You** as shown in the **Schedule Page** of this **Agreement**.
13. **Repair Facility:** A **Repair Facility** (licensed to perform mechanical repairs) authorized by the **Administrator** to perform repair services under this **Agreement**.
14. **Schedule Page:** Page 1 of this **Agreement** where information regarding **You**, **Your Unit** and coverage options is shown.
15. **Seals and Gaskets:** Should **Seals and Gaskets** be required in conjunction with the repair of a covered component, coverage will be extended to include **Seals and Gaskets** on said covered components. **Seals and Gaskets alone are not covered.**
16. **Seller:** The business entity from which **You** purchased this **Agreement**.
17. **Term:** The maximum number of months and miles indicated on the **Schedule Page** that this **Agreement** shall be in force.
18. **Tow Vehicle:** A vehicle that is in the process of being towed by the **Unit** or the vehicle that is in the process of towing the **Unit**.
19. **Unit:** The **Unit** described in the **Schedule Page** that is covered under this **Agreement**.
 - a. **New Unit:** A **Unit** that is covered by the manufacturer's warranty at the time this **Agreement** is purchased and does not refer to whether or not the **New Unit** has been previously owned, sold or titled.
 - b. **Pre-Owned Unit:** A **Unit** that does not meet the definition of a **New Unit** and does not refer to whether or not the **Pre-Owned Unit** has been previously owned, sold or titled.
20. **Wear and/or Tear:** The gradual reduction of operating performance. Coverage will be extended to all **Covered Parts** and components that suffered a **Breakdown** because of **Wear and/or Tear** unless otherwise listed under the **EXCLUSIONS-WHAT IS NOT COVERED** section of this **Agreement**.
21. **You, Your, Agreement Holder:** The **Agreement Holder** shown on the **Schedule Page** or the person to whom the **Agreement** was properly transferred.

C. GENERAL PROVISIONS

1. **Coverage:** The provisions of this **Agreement** commence on the Agreement Purchase Date and continue until the **Agreement's Term** has expired, or the **Vehicle's** mileage exceeds the **Agreement Term**, whichever comes first. The **Plan** and **Term** selected by **You** on the **Schedule Page** along with the terms and conditions of this **Agreement** determine **Your** coverage. **We** will pay for the reasonable costs to repair or replace any of the **Covered Parts** listed in the SCHEDULE OF COVERAGES section which cause a **Breakdown**, less any **Deductible**, and will pay for the additional benefits listed in the ADDITIONAL BENEFITS section specific to **Your Unit**, provided **You** comply with all the terms and conditions of this **Agreement**. **Repairs will be completed with new parts. Please see SCHEDULE OF COVERAGES for a detailed list of Covered Parts and to determine the coverage applicable to Your Plan.** All **Covered Parts** must be functioning properly at the time of the sale of this **Agreement**. Please refer to the **Guide To Filing A Claim** section of this **Agreement** for claims instructions.
2. **Deductible:** **We** will pay the portion of the expense for a covered repair that is more than the **Deductible** selected on the **Schedule Page** of this **Agreement**.
3. **Limits of Coverage 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 will be completed with new parts if available, less any Deductible.** Furthermore, in no event shall Our liability exceed the cost necessary to correct the actual cause of the **Breakdown**.
- b. **Aggregate Claim Limit:** Our liability with respect to the total of all benefits paid or payable while this **Agreement** is in force shall not exceed the lesser of:
- 1) Unit Purchase Price, as shown on the **Schedule Page** of this **Agreement**; or
 - 2) J.D. Power NADA current value of the **Unit** immediately prior to the **Breakdown**.
4. **Manufacturer's Warranty:** If any part is repaired and/or replaced under the manufacturer's warranty covering the **Unit**, and those same parts are listed in the SCHEDULE OF COVERAGES, **We** will reimburse **You** for a portion of the manufacturer's **Deductible** if the manufacturer's **Deductible** exceeds the **Deductible** selected, as shown on the **Schedule 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 **Schedule Page**.
5. **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.
6. **Incidental Damage:** Our liability for incidental damage is expressly excluded herein. Incidental damage and **Consequential Loss** include, but are 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**.
7. **Subrogation Provision:** In the event that coverage is provided under this **Agreement**, **We** shall be subrogated to all the rights **You** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **You** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. **You** shall do nothing to prejudice those rights. Further, all amounts recovered by **You** for which **You** have received benefits under this **Agreement** shall belong to, and be paid to **Us**, up to the amount of benefits paid under this **Agreement**.
8. **Maintenance Requirements:** To keep this **Agreement** in effect, **You must have the Unit checked and serviced in accordance with the manufacturer's recommendations. Failure to follow such recommendations may result in a denial of coverage. You must retain verifiable receipts for the maintenance services performed, identifying the year/make and model, VIN, mileage, date, and exact services performed. If You perform the actual services, then verifiable receipts showing purchases of all required parts and materials necessary to perform the maintenance must be retained, along with a statement showing the date and mileage when the services were performed and exact service performed. Proof of maintenance may be required to be submitted to Us when a claim is filed.**
9. **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.

D. MOTOR HOME SCHEDULE OF COVERAGES

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

BASIC COVERAGE

If **You** have purchased **Basic Coverage**, as shown on the **Schedule Page**, the following parts are covered by this **Agreement**. **Parts not listed are not covered.**

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

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

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

PLUS COVERAGE

If **You** have purchased **Plus Coverage**, as shown on the **Schedule Page**, the parts listed under the **Basic Coverage** above and the following parts are covered by this **Agreement**. **Parts not listed are not covered.**

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

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

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

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

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

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

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

TOTAL COVERAGE

If You have purchased Total Coverage, as shown on the Schedule Page, the parts listed under the Basic and Plus Coverages above and the following parts are covered by this Agreement. Parts not listed are not covered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wear and/or Tear: Coverage will be extended to all parts and components listed in the SCHEDULE OF COVERAGES that suffered a Breakdown because of **Wear and/or Tear unless otherwise listed under the EXCLUSIONS-WHAT IS NOT COVERED section of this Agreement.**

SELECT COVERAGE

If You selected and paid for the Select Coverage for Your Unit, this Agreement will cover necessary repairs to ALL the mechanical and electrical parts of Your Unit, except for the following:

- a. Parts listed under the EXCLUSIONS-WHAT IS NOT COVERED section of this Agreement.
- b. Parts covered under the manufacturer's warranty, special policies, or recalls.

- c. Engine components.
- d. Transmission components.
- e. Drive Axle components.

COMPLETE COVERAGE

If You selected and paid for the Complete Coverage for Your Unit, this Agreement will cover necessary repairs to ALL the mechanical and electrical parts of Your Unit, except for the following:

- a. Parts listed under the Exclusions section of this Agreement.
- b. Parts covered under the manufacturer's warranty, special policies, or recalls.

E. TOWABLE RV AND COACH ONLY SCHEDULE OF COVERAGES

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

TOTAL COVERAGE

If You have purchased Total Coverage, as shown on the Schedule Page, the following parts are covered by this Agreement. Parts not listed are not covered.

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 conjunction with a covered repair).

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

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

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

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

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

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

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

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

Entertainment Components (factory/dealer installed only): Stereo receiver, tuner, CD player, DVD player, satellite system, 42" or smaller television set(s), television antenna and rotator.

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

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

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

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

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

Wear and Tear: Coverage will be extended to all parts and components listed in the SCHEDULE OF COVERAGES that suffered a Breakdown because of Wear and/or Tear unless otherwise listed under the EXCLUSIONS-WHAT IS NOT COVERED section of this Agreement.

COMPLETE COVERAGE

If You selected and paid for the Complete Coverage for Your Unit, this Agreement will cover necessary repairs to ALL the mechanical and electrical parts of Your Unit, except for the following:

- a. Parts listed under the Exclusions section of this Agreement.
- b. Parts covered under the manufacturer's warranty, special policies, or recalls.

F. OPTIONAL COVERAGES (Motor Home, Towable, and Coach)

The following Optional Coverages are available only when selected on the Schedule Page and a surcharge has been paid.

1. **Commercial/Rental Use Coverage (for Towable and Coach Units, New Plans only):** We will provide coverage for those Units defined as **Commercial/Rental Use Units**. If the Unit is registered in the name of a business, the optional **Commercial/Rental Use** surcharge must be paid at time of purchase, regardless of whether or not the Unit is being used for commercial purposes.
2. **Tire and Wheel Road Hazard Coverage:** We will provide coverage for the Unit and Your Tow Vehicle when a tire or wheel is damaged due to a covered road hazard. Coverage for the Tow Vehicle is dependent on Your Tow Vehicle being hooked up to the Unit at the time of the road hazard or for road hazards incurred while You are camping with Your Unit more than one hundred miles (100) away from Your home. Common road hazards include debris on the road surface such as nails, glass, potholes, rocks, tree limbs or any other objects or conditions not normally found in the roadway. **NOTE: Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones or construction sites will NOT be considered a covered road hazard. Damages from these conditions or any accident should be reported to Your Unit or Tow Vehicle's physical damage insurance company.** Coverage includes the cost to repair or replace the tire and/or wheel, using fair market value of the replaced tire and/or wheel, mounting, valve stems, balancing, taxes, and customary labor charges. The Tire and Wheel Road Hazard option is not subject to the General Provisions, Deductible, Limits of Liability or Guide To Filing A Claim sections of this Agreement.
 - a. **Tire Repair:** We will reimburse You for the actual cost to repair a flat tire caused by a covered road hazard. The repair will be performed using the inflated spare tire for the Unit or the Tow Vehicle. If an inflated spare tire is unavailable, the Unit or Tow Vehicle will be towed to the nearest Repair Facility for tire repair.
 - b. **Tire Replacement:** We will reimburse You for the cost to replace a tire irreparably damaged due to a covered road hazard. Reimbursement cost includes charges for mounting, balancing and valve stems. Benefits apply to replacement tires for the duration of this Agreement. Aggregate benefits for the duration of this Agreement are limited to four (4) occurrences regardless of the number of tires replaced per occurrence.
 - c. **Wheel/Rims:** We will reimburse You for the cost to repair or replace a wheel rendered unserviceable due to a covered road hazard. Wheel inspection may be required for a Claim approval. Aggregate benefits for the duration of this Agreement are limited to four (4) occurrences regardless of the number of wheels replaced per occurrence.
 - d. **Taxes:** We will reimburse You for the cost of any applicable taxes.

Prior notification is required before any tire or wheel is repaired or replaced. Within thirty (30) days of an incident, send a copy of the repair or replacement invoice, including authorization number, tread depth of damaged tire, detailed description, cause of the damage, photograph(s) of the damaged tire or wheel and any other information reasonably requested, including Department of Transportation numbers of original tires and new ones installed, to the Administrator. Tire and Wheel Road Hazard coverage for the Unit and the Tow Vehicle is subject to the exclusions described in the EXCLUSIONS-WHAT IS NOT COVERED section of this Agreement, as applicable. Damages and costs resulting from or falling within any of the following descriptions are also excluded from coverage: resulting from chain damage or use on a construction site; resulting from collision with a curb, object or another vehicle; resulting from improper or inadequate maintenance, including misalignment, suspension problems, improper tire inflation; mechanical issues resulting in abnormal wear and tear, dry rot, salt water exposure or tire(s) worn to less than 3/32 inch tread depth; tires or wheels that are oversized or otherwise inconsistent with manufacturer's recommendations; tires or wheels transferred from another Unit or vehicle; damage that does not affect performance or safety, such as sidewall rim pinches or bruises; damage covered by any other insurance, warranty or service contract; and Consequential Losses or damages.
3. **DEF Coverage:** We will provide coverage for the following components, up to a maximum aggregate of three thousand dollars (\$3,000); back pressure control valve (BPV), BPV regen valve, BPV control cylinder; Diesel exhaust fluid (DEF) pump, DEF doser injector, DEF level sensor, DEF temp sensor, DEF heater control valve, DEF heating element; Diesel Oxidation Catalyst(DOC) catalyst only DOC temperature sensors pre and post; Diesel Particulate Filter (DPF) filter assembly, DPF hydrocarbon doser injector, DPF air / fuel manifold, DPF back pressure sensor, DPF fuel pressure sensor, Exhaust Gas Recirculation (EGR) valve assembly one or two, EGR cooler assembly, Electronic Control Modules (ECU) after treatment ECM, ECU dosing ECM; Select Catalyst Reduction (SCR) catalyst, SCR temperature sensors pre and post; Oxides of Nitrogen (NOx) sensor

G. GUIDE TO FILING A CLAIM

- a. **Prevent Further Damage:** Take immediate action to prevent further damage. This Agreement will not cover the damage caused by continued operation in a failed state and/or failing to secure a timely repair of the failed part.
- b. **Take Unit to a Repair Facility for Diagnosis:** In the event of a Breakdown, take the Unit to any Repair Facility approved by the Administrator. Tell the Repair Facility to visit the claims website for 24/7 claims submission and instruction. For further assistance, contact the Administrator. Provide the Repair Facility with a copy of this Agreement and/or the Agreement Number.
- c. **Authorization:** For any repair under this Agreement, pre-authorization from the Administrator is required if the estimated loss amount exceeds \$5,000 or if the Agreement was sold in Florida. If the claim exceeds \$5,000 or the Agreement was sold in the state of Florida, the Administrator will not be responsible for any repairs that are not pre-authorized.
- d. **Review Coverage:** After the Administrator is contacted, review with the Repair Facility what will be covered by this Agreement and what portions of the repair (if any) will not be covered.
- e. **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 to diagnose the failure and estimate the cost of the repair. You will be responsible for these charges if the

failure is not covered under this **Agreement**. **We** reserve the right to require an inspection of the **Unit** prior to any repair being performed.

- f. **Review Repair:** Review the work performed on the **Unit** with the **Repair Facility** when the **Unit** is picked up.
- g. **Pay Deductible and Costs for Non-Covered Repairs:** **We** will pay the **Repair Facility** directly for the cost of the work performed on the **Unit** that is covered by this **Agreement** for the previously authorized amount, less the **Deductible**. **You** must pay for any repair or service that is not covered by this **Agreement**. In some cases, it may be necessary for **You** to pay the repair bill in full. In such event, **We** will reimburse **You** for the authorized cost of the repair, less the **Deductible**.
- h. **Emergency Repairs:** Should an emergency occur which requires a **Breakdown** repair at a time when the **Administrator's** office is closed, **You** must call the **Administrator's** office on the first available business day after the date of repair to determine if such repair will be covered by this **Agreement**. If covered, **You** will be reimbursed for the repair at the manufacturer's suggested retail prices for **Covered Parts**. Labor costs will be reimbursed using a nationally recognized labor time guide. Emergency Repairs include but are not limited to a **Breakdown** that incapacitates the **Unit** in an unauthorized, hazardous, or unsafe area; or leave the **Unit** stranded and/or immobile.

H. ADDITIONAL BENEFITS UNDER THIS AGREEMENT

- **Power Surge Coverage:** **We** will provide coverage for damage to covered electrical parts caused by a power surge, up to a maximum aggregate of twenty-five hundred dollars (\$2,500). A power surge is defined as an external unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit, a voltage spike.
- **Consequential Loss Coverage:** **We** will provide coverage for the repair of a **Covered Part** if the failure of the **Covered Part** was caused by the action or inaction of a non-covered part.
- **Mobile Service Calls:** **We** will provide coverage in the event of a **Breakdown** of **Your Unit** and in addition to the normal parts and labor charges, **You** will be reimbursed up to \$500.00 per occurrence for reasonable mobile service call charges. **This cannot be combined with the towing reimbursement.**
- **Full Time Use:** If a **Unit** is used as a primary residence for six (6) months or more out of a twelve (12) month period.
- **Freight:** **We** will provide up to one hundred dollars (\$100) per occurrence for reasonable shipping costs associated with a covered repair.

Any Units used for commercial use or rentals will not be covered unless the surcharge is paid.

I. OPTION TO RENEW AGREEMENT

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

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

J. TRANSFER OF YOUR AGREEMENT

This **Agreement** is for **Your** benefit and is transferable 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 form and a fifty-dollar (\$50) transfer fee must be submitted to the **Administrator** within thirty (30) days of a change in ownership, along with the following:

1. A notarized copy of the documentation showing change of title and odometer reading;
2. Proof of maintenance recommended by the manufacturer; and
3. If the manufacturer's warranty requires a transfer, a copy of the completed application form.
4. 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 are postmarked after thirty (30) days of the change in ownership, then this **Agreement** will be deemed NON-TRANSFERABLE.

K. CANCELLATION

1. **You** may cancel this **Agreement** for any reason by contacting the **Seller** or **Administrator**.
2. If the **Unit** and this **Agreement** have been financed, the lienholder may cancel this **Agreement** for non-payment, or if the **Unit** has been declared a total loss or has been repossessed. The rights under this **Agreement** are transferred to the lienholder and the lienholder is also entitled to any refund. If the lienholder cancels this **Agreement** within sixty (60) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price, less any claim(s) paid, will be provided. If the lienholder cancels this **Agreement** at any other time, a pro-rata refund of the total **Agreement** Purchase Price will be provided based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total

Agreement Term, less claim(s) paid and less the applicable cancellation fee in the amount of fifty dollars (\$50). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Unit** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation.

3. **You** may cancel this **Agreement** within sixty (60) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. If **You** cancel this **Agreement** after sixty (60) days, **You** will receive a pro-rata refund of the total **Agreement** Purchase Price, based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less claim(s) paid and less the applicable cancellation fee in the amount of fifty dollars (\$50). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Unit** mileage on such date. Refunds will be payable to **You** or the lienholder, if applicable. In the event of **Your** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of the request to cancel or sooner if required by state law. The right to cancel this **Agreement** is non-transferable and shall only apply to the original **Agreement Holder**.
4. In the event the **Agreement** Purchase Price is being paid for through a payment plan (or its equivalent), any outstanding balance held by payment plan provider would be deducted from the refund amount due to **You**.
5. All refunds will be issued through the **Seller** from whom the **Agreement** was purchased.
6. **We** reserve the right to cancel this **Agreement** upon the occurrence of any of the following:
 - Failure by **You** to pay an amount when due.
 - Conviction of the **Agreement Holder** of a crime, which results in an increase in the service required under this **Agreement**.
 - Discovery of fraud or material misrepresentation by the **Agreement Holder** in obtaining this **Agreement** or in presenting a claim for service hereunder.
 - Discovery of an act or omission by the **Agreement Holder**, or a violation by the **Agreement Holder** of any condition of this **Agreement**, which occurred after the **Agreement** Purchase Date and which substantially and materially increases the service required under this **Agreement**, including but not limited to failure of the odometer of the **Unit** or if for any reason it does not record the actual mileage of the **Unit** after the **Agreement** Purchase Date and the actual mileage of the **Unit** cannot be established to a reasonable degree of certainty, and if the **Unit** is used for **Commercial/Rental Use**, unless the surcharge is paid.
 - A material change in the nature or extent of the required service or repair which occurs after the **Agreement** Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Agreement** was issued or sold.

The full refund period has been extended by an additional thirty (30) days to include the waiting period.

No cancellation of this **Agreement** by **Us** shall become effective until fifteen (15) days after the notice of cancellation is mailed to **You**. **We** will not charge a cancellation fee if this **Agreement** is cancelled by **Us**.

If **We** cancel this **Agreement** within sixty (60) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price, less any claims paid, will be issued. If **We** cancel this **Agreement** after sixty (60) days, a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement Term** will be issued, less any claims paid.

In the event of **Our** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date of **Our** cancellation or sooner if required by state law.

L. EXCLUSIONS-WHAT IS NOT COVERED

THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR ANY OF THE FOLLOWING PARTS OR SERVICES:

1. NOT PREVIOUSLY AUTHORIZED BY THE ADMINISTRATOR;
2. FOR ANY FAILURE OR CLAIM CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT THAT WAS NOT REMEDIED PRIOR TO THE FILING OF A CLAIM;
3. BREAKDOWNS OUTSIDE THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA, HAWAII, AND CANADA;
4. IF THE UNIT HAS BEEN USED FOR HAULING TRAILERS IN EXCESS OF THE MANUFACTURER'S RATED CAPACITY;
5. HAULING TRAILERS OR TOW VEHICLES WITHOUT SUITABLE EQUIPMENT;
6. WHEN THE PURPOSE IS TO RAISE COMPRESSION OR CORRECT OIL CONSUMPTION WHICH INCLUDES: WORN RINGS, WORN OR BURNED VALVES;
7. IF YOU CANNOT PROVIDE TO THE ADMINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE FAILED PART IN ACCORDANCE WITH THE MANUFACTURER SPECIFICATIONS AND INSTRUCTIONS;
8. 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; STRUT/SHOCK ABSORBERS; OR REMOVAL OF ANY EMISSION CONTROL SYSTEM PARTS;
9. DAMAGE COVERED UNDER THE MANUFACTURER'S WARRANTY, RECALL, SPECIAL POLICY, OR ANY OTHER AGREEMENT OR WRITTEN WARRANTY;
10. IF COVERAGE IS PROVIDED UNDER ANY VALID COLLECTIBLE INSURANCE POLICY;
11. A BREAKDOWN IS DIRECTLY OR INDIRECTLY CAUSED BY OVERHEATING OF ANY COVERED PART OR NON-COVERED PART;
12. IF AGREEMENT HOLDER FAILED TO MAINTAIN PROPER FLUID QUALITIES AND LEVELS OF COOLANTS, FLUIDS, OR LUBRICANTS, CARBON DEPOSITS OR SLUDGE, CONTAMINATION OF ANY FLUIDS, CORROSION, RUST;

13. DAMAGE RESULTING FROM CONTINUED OPERATION IN A FAILED CONDITION;
14. IF THE UNIT HAS BEEN ABUSED OR NEGLECTED;
15. DAMAGE DUE TO ACCIDENT OR COLLISION, VANDALISM, THEFT, LIGHTNING, FLOOD, ACTS OF GOD, ACTS OF NATURE, OR ANY OTHER EVENTS BEYOND OUR CONTROL;
16. FAILURE OR LOOSENING OF FASTENERS, CONNECTIONS, OR BOLTS (EXCEPT PLUMBING), RATTLES, WIND AND SQUEAKING NOISES;
17. IF THE UNIT IS A TOTAL LOSS, HAS BEEN REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION;
18. 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;
19. COSTS NOT NECESSARY TO CORRECT A BREAKDOWN OR ANY PART THAT HAS NOT SUFFERED A BREAKDOWN;
20. DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT REPAIR WORK, IMPROPER/MIS-DIAGNOSIS, OR INSTALLATION OF DEFECTIVE PARTS;
21. DAMAGE TO THE TOW VEHICLE BEING TOWED BY THE UNIT, IF ANY, REGARDLESS IF THE DAMAGE IS CAUSED BY THE FAILURE OF A COVERED PART;
22. OBSOLETE PARTS/COMPONENTS OR RETROFITTING DUE TO UNAVAILABILITY OF PARTS;
23. FRAME, STRUCTURAL DAMAGE, ADJUSTMENTS, BENT AXLES, ALIGNMENTS, RAMPS, BUMPERS. BRACKETS, MOUNTING UNITS/BEAMS, NON-MOVING PARTS, WARPING, AND DENTS;
24. SHOP SUPPLIES, HAZARDOUS WASTE REMOVAL OR MAINTENANCE SUPPLIES OR SERVICES, FREIGHT (UNLESS IN CONJUNCTION WITH A COVERED REPAIR);
25. ANY CLAIMS PAPERS RECEIVED AFTER SIXTY (60) DAYS FROM THE AUTHORIZATION DATE WILL RESULT IN A CLAIM DENIAL;
26. RUBBER MOLDINGS, WEATHER STRIPPING, WATER LEAK REPAIRS (EXCEPT PLUMBING);
27. BOWED WALLS OR CEILINGS, CARPET, FLOORING (WOOD, HARD SURFACE AND RESILIENT), WARPING OR UNEVEN FLOORS, WINDOWS, WOOD FRAMING, WOODWORK AND MILL-WORK;
28. INCIDENTAL DAMAGES, BEDDING, UPHOLSTERY, CANVAS, RETRACTABLE SCREENS, WINDOW SHADES, TREATMENTS AND DRAPERIES;
29. CABINETRY, VANITIES, CAULKING OR GROUTING, COSMETIC DAMAGE, DELAMINATION, DISCOLORATION OF ANY MATERIAL, COUNTERTOPS, FURNITURE (EXCEPT FOR MOTORIZED COMPONENTS), GLAZING, GLUING COMPOUNDS, KNOBS OR DIALS;
30. TELECOM WIRING, COMPUTER SOFTWARE UPDATES OR NEW SOFTWARE INSTALLATION, CELLULAR PHONES, PERSONAL COMPUTERS, INFRARED SYSTEMS;
31. ACCESSORIES FOR MICROWAVES AND/OR OVENS;
32. ROUTINE MAINTENANCE ITEMS INCLUDING BUT NOT LIMITED TO: FILTERS, SPARK OR GLOW PLUGS, BATTERY, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS (UNLESS IN CONNECTION WITH A COVERED PART FAILURE), FLUIDS (UNLESS IN CONNECTION WITH A COVERED PART FAILURE);
33. EXHAUST SYSTEM, EGR VALVE, CARBURETOR;
34. BRIGHT METAL PARTS, METAL OR PLASTIC TRIM, PAINT (WHETHER OR NOT THE PAINTING OF THE PARTS IS DUE TO A COVERED PART FAILURE);
35. WATER PURIFICATION FILTERS, WATER SEPARATORS, HOSES AND LINES NOT SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGES SECTION;
36. SAFETY RESTRAINT SYSTEMS (AIRBAGS AND SEAT-BELTS);
37. ANY PART WHOSE ONLY PURPOSE IS FOR ILLUMINATION, SUCH AS, BUT NOT LIMITED TO: SEALED BEAMS, HIGH INTENSITY DISCHARGE (H.I.D. OR XENON) HEADLAMP BULBS, H.I.D. HEADLAMP ASSEMBLIES OR H.I.D. HEADLAMP BALLASTS, HI INTENSITY LIGHT EMITTING DIODE (H.I.L.E.D.) EXCEPT LIGHT SWITCHES;
38. HEADLAMP ASSEMBLIES, H.I.L.E.D. REPLACEMENT UNITS, H.I.L.E.D. COOLING SYSTEMS, L.E.D. (LIGHT EMITTING DIODE) ASSEMBLIES OF ANY KIND, LIGHT BULBS, LENSES; FOR ANY OF THE FOLLOWING GENERATOR PARTS: REPAIR COSTS WHEN THE PURPOSE IS TO RAISE COMPRESSION OR CORRECT OIL CONSUMPTION WHICH INCLUDES: REMOVAL OF ANY EMISSIONS CONTROL PARTS 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 AND LEVELS OF COOLANT, FLUIDS OR LUBRICANTS, CARBURETOR, DISTRIBUTOR CAP AND ROTOR, EXHAUST SYSTEM, RESONATORS, WATER SEPARATORS, SPARK OR GLOW PLUGS, SPARK PLUG WIRES OR TUNE UPS;
39. IF THE ODOMETER OF THE UNIT HAS BEEN BROKEN OR BECOMES INOPERABLE OR UNRELIABLE FOR ANY REASON AND ODOMETER REPAIRS WERE NOT MADE IMMEDIATELY AT THE TIME OF FAILURE OR IF THE ODOMETER HAS BEEN TAMPERED WITH, DISCONNECTED, OR ALTERED IN ANY WAY WHILE OWNED BY YOU;
40. ANY PARTS OR REQUIRED SURCHARGES INCLUDED IN ANY OF THE OPTIONAL COVERAGES SECTION UNLESS THE OPTION AND SURCHARGE HAS BEEN ELECTED ON THE SCHEDULE PAGE.

M. INSURANCE STATEMENT

Obligations of the Obligor under this Agreement are insured under [Contact Insurer Details]. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurer.

SAMPLE

N. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

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

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

"Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under **Agreement**, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING **YOU**, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Agreement. The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law.

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

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against

You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT). To opt out, **You** must send written notice to: [Contact Administrator]. **You** must include in **Your** opt out notice: (a) Your name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

O. LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT

You agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the **Unit**. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the **Unit**. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the **Unit**. Consequently, this **Agreement** is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty."

P. LIMITATION OF LIABILITY

THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE UNIT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

Q. PAYMENT PLAN AND FINANCIAL AGREEMENTS

In the event the purchase price of **Your Agreement** is being paid for through a payment plan (or its equivalent) which is terminated for non-payment, the **Term** and mileage of this **Agreement** will be modified to reflect the portion of the **Agreement** that **You** have paid for. The modified **Term** and mileage of the **Agreement** will be calculated on a pro-rata basis by adding the time and mileage that **You** have used from the **Agreement** Purchase Date and **Unit** odometer mileage on the **Agreement** Purchase Date as listed on the **Schedule Page**. **You** may contact the **Administrator** toll free to obtain the modified **Term** and mileage limits.

If this **Agreement** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to a refund(s) resulting from cancellation of this **Agreement** for any reason including repossession of **Your Unit**, or total loss of **Your Unit**. Failure to make monthly payments in a timely manner may result in cancellation of this **Agreement** and no claims will be approved.