

<i>SERFF Tracking Number:</i>	<i>PRTB-125365015</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Lyndon Property Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>21.6 Motor Vehicle Service Contracts</i>	<i>Sub-TOI:</i>	<i>21.6000 Motor Vehicle Service Contracts</i>
<i>Product Name:</i>	<i>XtraRide MH TT 2008</i>		
<i>Project Name/Number:</i>	<i>XR-FM2008/XR-FM2008</i>		

Filing at a Glance

Company: Lyndon Property Insurance Company

Product Name: XtraRide MH TT 2008

SERFF Tr Num: PRTB-125365015 State: Arkansas

TOI: 21.6 Motor Vehicle Service Contracts

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Co Tr Num:

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Author: Angela Prater

Disposition Date: 12/13/2007

Date Submitted: 12/03/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 12/14/2007

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: XR-FM2008

Status of Filing in Domicile: Authorized

Project Number: XR-FM2008

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/13/2007

State Status Changed: 12/13/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are submitting the captioned for your review and approval. This is a new program and does not replace anything currently filed or approved with your Department.

The XtraRide VSC product is a service contract that is sold to retail customers in recreational vehicle dealers and provides coverage for motor homes, towable travel trailers, pop-up and slide in campers, live-in horse trailers, park models and utility trailers. The XtraRide program has five levels of coverage for motor homes: Coach only, powertrain,

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deluxe powertrain, standard and platinum. The XtraRide program for travel/utility trailers offers three levels of coverage: Trailer Only, standard and platinum. The platinum level of coverage is an exclusionary program, the remaining coverage levels are named component coverage.

The XtraRide programs also offer ancillary benefits and optional program coverage upgrades. The ancillary benefits include roadside assistance, towing and rental reimbursement, trip interruption and concierge services for both the motor home and towable travel trailer programs. The optional programs include a tire and wheel roadside hazard program and deluxe component upgrade options.

Any logo, address and telephone number that appears on these forms may be subject to change.

Company and Contact

Filing Contact Information

Angela Prater, Angela.Prater@protective.com
14755 N. Outer Forty (800) 950-6060 [Phone]
St. Louis, MO 63017 (636) 536-5990[FAX]

Filing Company Information

Lyndon Property Insurance Company CoCode: 35769 State of Domicile: Missouri
14755 N. Outer Forty Road Group Code: 458 Company Type:
Suite 400
St. Louis, MO 63017 Group Name: State ID Number:
(800) 950-6060 ext. [Phone] FEIN Number: 43-1139865

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

SERFF Tracking Number: PRTB-125365015 State: Arkansas
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Lyndon Property Insurance Company	\$50.00	12/03/2007	16917444

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	12/13/2007	12/13/2007

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Project Name/Number: XR-FM2008/XR-FM2008

Disposition

Disposition Date: 12/13/2007

Effective Date (New): 12/14/2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTB-125365015 State: Arkansas
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 Product Name: XtraRide MH TT 2008
 Project Name/Number: XR-FM2008/XR-FM2008

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Registration Page	Approved	Yes
Form	Motor Vehicle Service Contract	Approved	Yes
Form	Travel Trailer Service Contract	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Registration Page	XTRA-MH-TT (1/08)	1/08	Policy/Coverage Form	New		0.00	XG 08 Rev 11 2 07.pdf
Approved	Motor Vehicle Service Contract	XTRA-MH-CB (1/08)	1/08	Policy/Coverage Form	New		0.00	XTRA-MH-CB Rev 1_08 Draft 5 11 2 07.pdf
Approved	Travel Trailer Service Contract	XTRA-TT-CB (1/08)	1/08	Policy/Coverage Form	New		0.00	XTRA-TT-CB Rev 1_08 Draft 5 11_2_07.pdf

SERVICE AGREEMENT REGISTRATION
MOTOR HOME & TOWABLE
PLATINUM AND STANDARD COVERAGE



OWNER	Agreement Holder Name(s)		Agreement Number XG08 REV 6	
	Address		Telephone Number	
	City	State	Zip	
DEALER	Dealer Name		Telephone Number	
	Address/City/State/Zip		Dealer Code	
LENDER	Lienholder Name		Salesperson's Name/Number (Print)	
	Address/City/State/Zip		XtraPoints User Name	
VEHICLE	Year	Manufacturer	Model & Make	
			<input type="checkbox"/> Gas <input type="checkbox"/> Front Diesel <input type="checkbox"/> Rear Engine Diesel	
	Motor Home Chassis Serial # Or Vehicle Serial #		Motor Home / Towable / Coach VIN	
Agreement Sale Date		Odometer Reading on Agreement Sale Date	Manufacturer's Warranty Start Date	Vehicle Purchase Price
			Chassis Manufacturer Warranty Term (Years/Miles)	Coach Manufacturer Warranty Term (Years/Miles)

MOTOR HOME			
Coverage Component Numbers In Parentheses ()			
<input type="checkbox"/> NEW	<input type="checkbox"/> USED	<input type="checkbox"/> POST SALE	<input type="checkbox"/> RENEWAL
<input type="checkbox"/> Platinum (1-27)	<input type="checkbox"/> Powertrain (1-4)		
<input type="checkbox"/> Standard (1-22)	<input type="checkbox"/> Coach Only (4,14-22)		
<input type="checkbox"/> Deluxe Powertrain (1-9)			
TERM (YEARS)		TERM (MILES)	
*DEDUCTIBLE		CLASS CODE	
SURCHARGES			
<input type="checkbox"/> Extended Eligibility	<input type="checkbox"/> Business Use	<input type="checkbox"/> Diesel Engine	
OPTIONAL PACKAGES (Included On Platinum)			
<input type="checkbox"/> Deluxe Component (23)	<input type="checkbox"/> Leveling (24)		
<input type="checkbox"/> Slide Out Room (25)	<input type="checkbox"/> Audio/Video (26)		
<input type="checkbox"/> TIRE & WHEEL PROGRAM (28)	<small>(OPTIONAL PROGRAM: Additional program fee applies)</small>		
SERVICE AGREEMENT PURCHASE PRICE		\$	
SALES TAX (IF APPLICABLE)		\$	
TOTAL SALES PRICE		\$	

TOWABLE			
Coverage Component Numbers In Parentheses ()			
<input type="checkbox"/> NEW	<input type="checkbox"/> USED	<input type="checkbox"/> POST SALE	<input type="checkbox"/> RENEWAL
<input type="checkbox"/> Platinum (1-18)	<input type="checkbox"/> Standard (1-13)		
<input type="checkbox"/> Standard Trailer Only (1-5)			
<input type="checkbox"/> Travel Trailer	<input type="checkbox"/> Fifth Wheel	<input type="checkbox"/> Live-In Horse Trailer	
<input type="checkbox"/> Pop-Up Camper	<input type="checkbox"/> Trailer Only	<input type="checkbox"/> Slide-In Camper	<input type="checkbox"/> Park Model
TERM (YEARS)		*DEDUCTIBLE	CLASS CODE
*DEDUCTIBLE		CLASS CODE	
SURCHARGES			
<input type="checkbox"/> Extended Eligibility <input type="checkbox"/> Business Use			
OPTIONAL PACKAGES (Included On Platinum)			
<input type="checkbox"/> Deluxe Component (14)	<input type="checkbox"/> Leveling (15)		
<input type="checkbox"/> Slide Out Room (16)	<input type="checkbox"/> Audio/Video (17)		
<input type="checkbox"/> TIRE & WHEEL PROGRAM (19)	<small>(OPTIONAL PROGRAM: Additional program fee applies)</small>		
SERVICE AGREEMENT PURCHASE PRICE		\$	
SALES TAX (IF APPLICABLE)		\$	
TOTAL SALES PRICE		\$	

*If You choose to return to the **Selling Dealer** for repairs, the **Deductible** stated above will be reduced by \$25 per visit for a **Mechanical Breakdown**. Replacement of Covered Components will be made with parts of like kind or quality ie: new, remanufactured, or serviceable used parts when available to complete a covered repair.

This service Agreement is not a warranty and does not guarantee the utility or performance of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold You this Service Agreement or by a third party in connection with the Service Agreement. Administrator is not obligated or liable for the payment of a guaranteed price refund unless Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Purchase of this service Agreement is not required in order to purchase a Vehicle or obtain Vehicle financing. If this agreement has been financed, the above lienholder may be entitled to any refunds resulting from cancellation. If You do not receive your i.d. card within sixty (60) days, please phone the Administrator at 1-800-323-5771.

The Administrator's obligations under this Agreement are backed by: Lyndon Property Insurance Company, 14755 N. Outer Forty Rd. Ste. 400, St. Louis, MO 63017, (800) 950-6060. In New York the Administrator's obligations under this Agreement are backed by: Old Republic Insurance Company, Agreement Holder Services: 14755 N. Outer Forty Rd. Ste. 400, St. Louis, MO 63017, (800) 950-6060.

If You cancel this Agreement and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

IMPORTANT NOTICE TO PURCHASER:

Your signature means this **Registration Page** and the Agreement booklet (collectively herein **Agreement**) have been reviewed by **You** and **You** accept the terms and conditions. **You** also understand that the purchase of this service **Agreement** does not waive any implied warranties available to **You** and that the purchase of this service **Agreement** is not a requirement to purchase the **Vehicle** or to obtain financing. **You** certify that this **Vehicle** will not be used or registered commercially, unless **Business Use** surcharge is paid.

IMPORTANT NOTICE TO DEALER:

Your signature on this **Registration Page** signifies that (1) this **Vehicle** qualifies for a service **Agreement** pursuant to the eligibility guidelines; (2) you have reviewed both the **Registration Page** and coverage booklet with the purchaser; (3) you will deliver a copy of this **Registration Page** and a coverage booklet to the purchaser; (4) you have collected the appropriate service **Agreement** price, optional package price (if applicable) and extended eligibility surcharge (if applicable).

Date _____ Purchaser Signature _____

Dealer Representative _____

FOR MECHANICAL BREAKDOWN CLAIM ASSISTANCE, PLEASE CALL (888) 756-5529

FOR EMERGENCY ROADSIDE ASSISTANCE, TIRE & WHEEL AND CONCIERGE BENEFITS, PLEASE CALL (866)-815-5207

Protective Administrative Services, Inc.
 In Florida and Oklahoma The Advantage Warranty Corporation
 (Florida License #60071)
 In California and New York Western Diversified Services, Inc.
 (In California, provider license # 0482124)
 In Washington Protective Administrative Services, Inc.
 (Administrator and Service Provider) P.O. Box 770, Deerfield, IL, 60015
 (800) 323-5771

We look forward to serving Your service Agreement needs and if You have any questions do not hesitate to contact Us at 888-756-5529 for Mechanical Breakdown claims. For Emergency Roadside Assistance, Tire & Wheel and Concierge benefits, please call 866-815-5207.

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INTRODUCTION

Congratulations...

on the purchase of **Your** new or previously-owned **Vehicle** and on selecting our service **Agreement** to give **You** peace of mind and security in the event of a **Mechanical Breakdown**.

This **Agreement** booklet, together with your completed **Registration Page**, constitutes **Your** complete **Agreement**.

This **Agreement** is for Your benefit only and covers only **Your Vehicle**, as set forth on the **Registration Page** which is a part of this **Agreement**. **Please refer to the "Transfer of Your Agreement" section for information regarding transfer of this Agreement upon sale of Your Vehicle to another party.**

DEFINITIONS

The following definitions apply to words frequently used in this Agreement and which appear in **Bold-faced Type**:

Administrator - Means Protective Administrative Services, Inc. (California license # 0482124). In Florida and Oklahoma the **Administrator** means The Advantage Warranty Corporation (Florida License #60071). In New York **Administrator** means Western Diversified Services, Inc. The Administrator's address is P.O. Box 770, Deerfield, IL 60015, 1-800-323-5771. In Washington Administrator also means Service Provider.

Agreement - Means this **Agreement** booklet and **Your** completed and signed **Registration Page**.

Business Use - Business Use Coverage means the covered **Vehicle** is used for daily, weekly, or monthly rentals, short term (12 months or less) lease or primarily used for business purposes, e.g. a traveling salesperson. Includes all vehicles registered in the name of a commercial enterprise. **Coverage does not include taxi, shuttle, delivery services, principally used off road or hauling.** **Business Use** is excluded unless the **Business Use** surcharge is paid.

Coverage - Means the **Coverage You** selected, as shown on the **Registration Page**

Covered Component - Means a component or part covered by the terms of this **Agreement**.

Dealer - Means a **Vehicle** sales and/or service facility authorized by **Us** to sell and/or service **Our Agreements**.

Deductible - Means the amount **You** are required to pay, as shown on the **Registration Page**, per repair visit for a **Mechanical Breakdown**. If **You** return to the **Selling Dealer** for repairs, the deductible stated on the **Registration Page** will be reduced by \$25 per visit for a covered **Mechanical Breakdown**. **You** are not required to return to the **Selling Dealer** for repairs. Once a **Covered Component** is repaired or replaced under the terms of this **Agreement**, there will be no **Deductible** for future repair visits relating to that **Covered Component**.

Mechanical Breakdown - Means the failure of a **Covered Component** to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a **Covered Component** as a result of normal wear and tear.

Registration Page - Means the numbered document which is part of this **Agreement**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

Selling Dealer - Means the Dealer that sold **You** this **Agreement**.

Vehicle - Means a class A, B, C motor home or Freightliner tow vehicle to include the "Sport Chassis" line or "Heavy-Duty" Pick-Up line of diesel tow vehicles (The tow vehicle must carry the RVIA endorsement and be used solely for the purpose of hauling a qualifying **Vehicle** These vehicles must be sold only as "Package Sales" (To include the tow vehicle and qualifying travel trailer) which is described on the Registration Page.

We, Us, Our - Means the **Administrator**. In Maine and Mississippi **We, Us, Our** means the **Selling Dealer**. In Washington **We, Us, Our** also means Service Provider.

You, Your - Means the **Agreement** Holder shown on the **Registration Page** or the person to whom this **Agreement** was properly transferred.

GENERAL PROVISIONS

This Agreement is between You and Us and is subject to all the provisions contained in Your Agreement.

The **Administrator** is not a party to a guaranteed price refund offered or made by the **Dealer** who sold **You** this **Agreement** or by a third party in connection with this **Agreement**. The **Administrator** is not obligated or liable for the payment of a guaranteed price refund unless the **Administrator** issues a guaranteed price refund in a separate document signed by an Officer of the **Administrator**.

Important! The issuance of an Agreement by Us or payment of a previous claim shall not be deemed as a waiver of Our right to refuse to pay any claim or cancel this Agreement should it subsequently be discovered that there has been a material misrepresentation or fraud, by You or the Selling Dealer, at the time of sale of this Agreement or if the Vehicle for which this Agreement was purchased was not eligible for Coverage.

The Administrator retains the right to return the Service Agreement Registration Page to the Selling Dealer if, upon receipt by the Administrator the Vehicle is found to be ineligible due to but not limited to; the Vehicle does not meet the extended eligibility guidelines in terms of years and/or miles, the term or Deductible applied for is not available for the Vehicle, the Vehicle is used for purposes such as taxi, delivery, construction hauling, etc.

AGREEMENT PERIOD

Coverage under this **Agreement** begins on the **Agreement** sale date and will expire according to the time or mileage (whichever occurs first) of the term selected, as shown on the **Registration Page**.

1. Expiration of **Agreements** on new **Vehicle** terms of **Coverage** (or used **Vehicles** that are eligible for new **Vehicle** plans) is measured in time or mileage, whichever occurs first, from the original in-service date (the date that the **Vehicle** was first put into service as a new **Vehicle**). If the **Vehicle** is new and has never been in-service, the effective date will be the same date the **Vehicle** is purchased. If no in service date, or an invalid manufacturer's warranty start date is stated on the **Registration Page**, it will be agreed and understood that the in-service date is July 1 of the model year of the **Vehicle**.
2. Expiration of **Agreements** on used Vehicles is measured in time or mileage, whichever occurs first, from the **Agreement** sale date.

COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is determined by the **Coverage** selected on the **Registration Page** and is more fully described in the "Schedule of Coverages" section of this **Agreement**.

LIMITS OF LIABILITY

The maximum reimbursable amount per claim should a **Mechanical Breakdown** occur will be the lesser of: the total cost of repairs and benefits; or the replacement value of the **Covered Components**; or the actual cash value of the covered **Vehicle**, less the **Deductible**. Actual cash value is determined by any nationally recognized pricing guides valuation of the **Vehicle** immediately preceding the current **Mechanical Breakdown**. The total of all claims and benefits paid or payable under this **Agreement** shall not exceed the original purchase price stated on the **Registration Page** for the **Vehicle**.

MISCELLANEOUS

1. This **Agreement** booklet, together with **Your** completed **Registration Page**, constitutes the entire **Agreement** between the parties with respect to the matters set forth herein and supersedes all prior documents and written and verbal statements.
2. If any provision of this **Agreement** is held invalid under the laws of any state where this **Agreement** is sold, such provision is hereby amended to conform to such laws without affecting or invalidating any other provision of this **Agreement**.
3. The validity, interpretation and performance of this **Agreement** shall be controlled by and construed under the laws of the state in which this **Agreement** was sold.

4. This **Agreement** is not an insurance policy. However, **Our** obligations under this **Agreement** are backed by Lyndon Property Insurance Company (Insurance Company), 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. In New York **Our** obligations under this **Agreement** are backed by Old Republic Insurance Company (Insurance Company), administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If a covered claim is not paid, **You may file a claim directly with the Insurance Company.**

OUR RIGHT TO RECOVER PAYMENT

If **You** have a right to recover against another party for anything **We** have paid under this **Agreement**, **Your** rights shall become **Our** rights. **You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only any excess after You are fully compensated for Your loss.**

AGREEMENT HOLDER'S RESPONSIBILITY

Your responsibility is to properly operate, care for and maintain the Vehicle as prescribed in the Vehicle's owner's manual. You must perform, at Your expense, and prove that You have so performed, the maintenance recommended by the manufacturer. Failure to perform required maintenance may result in a loss of all or part of Your Coverage and benefits.

Storage Procedures: If Your Vehicle is stored for a period of six months or more You must follow the Manufacturers/RV dealers' recommendations for proper storage of Your Vehicle. When returning Your Vehicle for usage, Your Vehicle must be properly serviced, failure to follow these guidelines will result in denial of Coverage if a Covered Component has failed due to improper storage or servicing procedures.

For repairs over \$300 (before the Deductible is applied), prior to any repair being made, instruct the Dealer to contact the Administrator to obtain authorization for the claim. No portion of a covered claim will be reimbursed without prior authorization including but not limited to the \$300. ANY CLAIM FOR REPAIRS WITHOUT PRIOR AUTHORIZATION WILL NOT BE COVERED. It is Your responsibility to obtain an authorization number from the Administrator. The Administrator can be reached for claims authorization 24 hours per day, 7 days per week, 365 days per year. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Agreement.

We will pay or reimburse You for reasonable costs of parts and labor charges to repair or replace any Mechanical Breakdown of a Covered Component listed below, less any Deductible, in accordance with the Coverage selected by You as shown on the Registration Page and the terms and provisions of this Agreement. Coverage will include the cost of tear-down and assembly, as well as gaining access to the Covered Components listed below for Mechanical Breakdowns covered under this Agreement. Coverage will be provided on the following basis:

We may require the use of new, rebuilt, remanufactured, or parts of like kind and quality to fulfill Our repair requirements under this Agreement. Like kind and quality means parts deemed by the Administrator to be of equal quality as the Covered Component that failed, immediately before the failure, taking into account the parts' wear, age and mileage.

ALL COMPONENTS IN THE CATEGORIES LISTED BELOW ARE COVERED BY THIS AGREEMENT. THOSE COMPONENTS LISTED IN THE EXCLUDED COMPONENTS SECTION ARE NOT COVERED. SEE THE REGISTRATION PAGE FOR THE COVERAGE AND COMPONENT GROUP NUMBERS YOU SELECTED.

Powertrain Component Coverage Component Groups 1 - 4

- 1. Engine Components:** all internally lubricated parts, including: pistons, pins, and rings; all pulleys; camshaft, followers, and cam bearings; connecting rods and bearings; crankshaft and main bearing; dipstick and tube; eccentric shaft; engine head(s) and engine block if damaged by the failure of an internally lubricated part; engine mounts and cushions; engine torque strut, flywheel (**flexplate**) and flywheel ring gear; harmonic balancer; intake and exhaust manifolds; oil pan; oil pump; push rods, valves, springs, guides, seats, and lifters; rocker arms, shafts, and bushings; timing cover; timing gear, chain, belt tensioners, and retainers; vacuum pump; valve cover(s); and water pump.
Diesel Engine Components: All covered engine parts described above, (**EXCEPT WEAR AND TEAR AND CONTAMINATION**), fuel injection pump and fuel heater. **Turbo Charger Components:** All internally lubricated parts within the turbo charger housing. Turbo charger housing is covered if damaged due to the failure of internally lubricated part.
- 2. Transmission/Transfer Case Components:** all internally lubricated parts contained within the transmission case; cooler and cooler lines; filler tube and dipstick; internal linkage; mounts; oil pan; torque converter; transfer case; transmission and transfer case if damaged by the failure of an internally lubricated part; transmission park brake assembly; and vacuum modulator.

3. **Drive Axle Components (Front and Rear):** all internally lubricated parts contained within the differential housing; axle shafts, constant velocity joints; bearing; differential housing; final drive housing if damaged by the failure of an internally lubricated part; four-wheel drive hubs & bearings; retainers; transaxle housing; and universal joints, drive shafts, hub bearings; supports.
4. **Seals & Gaskets:** seals, gaskets and sealing boots except as listed in the "Excluded Component" section of this **Agreement**.

**Deluxe Powertrain Component Coverage
Component Groups 1 - 9**

5. **Suspension Components:** bushings; coil and leaf springs; kingpins and bushings; leveling system compressor; lines and bags; rubberized suspension components; strut bar and bushings; struts (**EXCLUDING REPLACEABLE CARTRIDGES**), steering knuckles; stabilizer shaft, linkage, and bushings; shafts; spindle supports; torsion bars; upper and lower ball joints; upper and lower control arms; and wheel bearings.
6. **Steering Components:** all internally lubricated parts contained within the steering gear box and gear box housing; control valve and cylinder; cooler and cooler lines; drag links; idler arms; main and intermediate shafts; pitman arm; power cylinder; power steering pump; rack and pinion gear; steering column shafts and couplings; steering gear box and gear box housing if damaged by the failure of an internally lubricated part, and tie rods and tie rod ends.
7. **Air Conditioning Components:** accumulator; blower motor; clutch; clutch coils; clutch pulley; compressor; condenser; ducts; evaporator; high/low cutoff switches; idler pulley and bearing; orifice tube; POA valve; power module; pressure cycling switch; P.C. Board(s); receiver-dryer; and temperature control programmer.
8. **Heating/Cooling Components:** bearings and bushings; coolant recovery unit; electric block heater; fan; fan clutch; fan motor and controller module; fan shroud; heater core; heater ducts and cabins, including impeller shaft; radiator; and water pump.
9. **Fuel Delivery Components:** auxiliary tank switch; carburetors; fuel distributor; fuel injection pump; fuel injectors; fuel pump; fuel tanks; and metal fuel lines.

**Standard Component Coverage
Component Groups 1 - 22**

10. **Brake System Components:** backing plates; clips, springs, and retainers; combination valves; compensating valve; disc calipers; drums; hydraulic lines and fittings; master cylinder; power assist booster and pump; power brake cylinder; rear actuators; self-adjusters; parking brake linkage and cables; and wheel cylinders. **Air Brake Components:** compensating valve; compressor, diaphragms, treadle, disk caliper; and slack adjusters.
11. **Electrical Components:** alternator; back-up alarm; coils and electronic engine timing control unit and sensors; cruise control transducer, engagement switch, and servo; dashboard clock; distributor; dual battery paralleling switch;

gauges; manually-operated switches; power antenna and motors; power door locks; relays; seat motors; solenoid; starter; turn signal switch; voltage regulator; window/mirror motors and controls; wiper motors; and wiring harness.

12. **Electronic High Tech Components:** electronic anti-detonation sensors and controller; electronic anti-lock brake system (ABS); electronic ignition module; electronic mixture control unit and sensors; fuel injection sensors, control module, and injectors; P.C. Board(s); and relays.
13. **Chassis Frame:** All components of the Chassis Frame.

**Coach Component Coverage
Component Groups 4, 14 - 22**

14. **Auxiliary Powerplant/Powersteps Components:** all internally lubricated parts of the powerplant engine; gauges; generator electrical components; head and/or cylinder block if damaged by the failure of an internally lubricated part; hydraulic door; interior monitor/control panel; inverter; P.C. Board(s); power converter; **Power Steps:** Powerstep system. **NOTE: COVERAGE IS ONLY AVAILABLE FOR POWER STEP SYSTEMS WHICH ARE FACTORY INSTALLED OR FACTORY APPROVED DEALER-INSTALLED.** starter; switches; and voltage regulator.
15. **Water Heater Components:** burner assembly; electronic ignition assembly; fittings and connections; gas valve; heating element(s); P.C. Board(s); switches; tank; thermostat; thermocouple; and wiring harness.
16. **Waste System Components:** fittings and connections; gate valves; holding tanks; shower; sink(s); and toilet.
17. **Fresh Water System Components:** compressor; faucets; fittings and connections; water lines; water pump; water tank; and traps.
18. **Air Conditioning/Ventilation Components:** accumulator; blower motor; capacitors; compressor; condenser; ducts and control panel; electronic module; evaporator; expansion valve; heat strips; heat pump; P.C. Board(s); pressure cycling switch; receiver dryer; relays; reversing valve; switches; thermostat; and ventilation fans.
19. **Range and Oven Components:** burner assembly; burner valves; L.P. fittings and connections; microwave oven; P.C. Board(s); power hood; thermostat; and thermocouple.
20. **L.P. Gas System Components:** fittings and shut-off system; gas lines; mounting brackets; pig tails; regulators; and valves and gauges.
21. **Heating System Components:** blower motor; burner assembly; furnace igniter; gas valve; heat pump; heat strips; L.P. fittings and connections; P.C. Board(s); reversing valve; thermocouple; and thermostat..
22. **Refrigerator Components:** burner assembly; cooling unit; control panel; igniter; L.P. fittings and connections; P.C. Board(s); thermocouple; and thermostat.

OPTIONAL PACKAGES: Optional Package coverages only apply if **You** have paid the **Selling Dealer** an Optional Package surcharge (**unless component group #27 is selected**) and the **Coverage** is indicated on the **Registration XTRA-MH-CB (1/08)**

Page of Your Agreement. The **Covered Components** listed below are covered by this **Agreement**.

- 23. Deluxe Component Package:** alarm sensors; awning mechanism **(EXCLUDING COVER)**; carbon monoxide/smoke detector; central locking system; central vacuum cleaner system; compass; dishwasher; electrical outlets; electronic/remotentrance; external barbecue; freezer; garbage disposal; glove box door hinges and lock; hood and door hinges; hood latches and springs; door handles; horn and horn switches; ice maker; interior/exterior light fixtures **(EXCLUDING BULBS)**; **KITCHEN CENTER, IF FACTORY INSTALLED OR IF DEALER INSTALLED AND MEETS ALL MANUFACTURER SPECIFICATIONS**; power seat system; rear monitor system; seat tracks shift lever; spot light system; steering assembly; thermometer; thermostat; tilt/telescoping; trash compactor; and washer/dryer **(EXCLUDING BELTS AND HOSES)**.
- 24. Leveling Jack System:** Coach Leveling Jack System, all components of the Coach Leveling Jack System are covered by this **Agreement**. **NOTE: COVERAGE IS ONLY AVAILABLE FOR LEVELING JACK SYSTEMS WHICH ARE FACTORY INSTALLED OR FACTORY APPROVED DEALER INSTALLED**; electrical, hydraulic, and mechanical.
- 25. Slide Out Room(s):** mechanical, electrical, hydraulic; Slide Out Room Extension System(s), Raised Roof Extension System, all components of the slide out room(s) and raised roof extension system are covered by this **Agreement**.
- 26. Audio/Video:** antenna motor(s); rear stereo system **(EXCLUDING SPEAKERS)**; TV **(27" OR LESS)**; and VCR/VCP.

**Platinum Coverage
Component Groups 1 - 27**

- 27. Platinum Coverage: Platinum Coverage includes all Component Groups (1-22) above and all Optional Packages (23-26) above. In addition to the listed Covered Components below, any other components not listed in the "Excluded Components" and "What is not Covered sections are covered by this Agreement.**

A/C components; A/C hoses; AC/H valve, dash control, reversing valve; accelerator rod, linkage and springs; Adaptive Cruise Control; adaptive lighting systems; adjustable foot pedals **(gas and brake)**; air brake dryers and other air brake components; air horns; air to air turbo intercoolers; assistive devices; automatic traction control ; automatic winterize systems; auxiliary power breakers and wiring harness (New units only); auxiliary rear heater fan control and fan motor and metal blade, manifold hose assembly; awning hardware; awning motor; awning wind sensor; back-up alarm **(factory installed)**; battery isolator disconnect switch relay ; blind spot camera/detector ; body mounts; Bowden cable; brake clips and retainers, brake calipers, brake pedal rod and linkage ; "By Wire" Systems; CD changer **(factory installed)**; ceiling fan **(motor only)**; chassis add-on frame **(structure supports)**; cigarette lighter; circuit breakers; clock 110V **(not in VCR)**; coffee maker **(factory installed)**; compartment freezers; complete Aqua-

Hot heating system; complete Morrye suspension system; control panel for inverter; converter inverter complete **(except fuses)**; cooling fan temperature switch; dash control cables; dash radio system; data ports; delay relay; diesel powered gen set's fuel system; door chimes **(factory installed)**; dual cassette player **(factory installed)**; DVD player **(factory installed)**; electric window regulators; electrical boxes wiring; electric fireplace; electric steering; electrical wiring in coach; emergency brake lever; engine block heater; engine oil coolers; entrance floor motor; external entertainment system; external freshwater systems; external power heated mirrors; fiberglass tub; freezer; fresh water pressure tank; front door locks; fuel filler tube and neck **(for leaks and cracks only)**; fuel pressure regulator; fuel sending unit; furnace limit switch; fuse panel **(except fuses)**; generator fuel pump/carburetor; generator hour meter and remote switch; heater cores; heating and cooling and air conditioning **(dash and roof)** metal hoses, metal coupling and fitting, capacitors, impellers, orifice, blower wheel **(metal only)** gas valve, limit, and sail switch, door **(metal only)**, idler pulley;holding tank sensors; hood/compartment pneumatic supports; hot water dispenser **(metal only)**,water lines and fitting **(metal only)**, drain valves and manifold tube **(metal only)**, valve stop, fill valve bleeder valve, sending unit **(metal only)**, lines **(metal only)**, on/off valve **(metal only)**; hot water heater pop-off valve; intercom **(factory installed)**; interior **(coach)** dash gauges; steering wheel; all automatic electrical switches; jake brakes; lavatory bowl; L.P. fireplace, burner assembly, gas valve; L.P. gas tanks and connections; lighting control panel; lumbar motor in power seat; Majic Beds; metal ash tray; metal roof horn and blocks; monitor panel and harness power; mirror control and switches, preheated exterior mirror motors; mud flaps; navigational systems **(factory installed)**; night vision and infrared thermal imaging; No Fuss flush system; OEM Electronic Key FOBS; outside shower system **(metal only)**; oven burner; oven hood and fan **(metal only)**; park brakes **(located on the back of the transmission)**; phone jacks and power cord; Plasma/LCD TV **(factory installed)**; power seat motor, computer and control; power steering hoses; range safety valve, orifice, springs **(worn and broken)**; range manifold assembly, gas regulator, valves; range bi-fold cover **(metal only)**, range igniter, heating element, fan and pole motor; rear garage door system; refrigerator 110 volt heat element; refrigerator and icemaker door seals, exterior door **(broken metal only)**, gas cut-off valve, re-igniter, solenoid valve assembly, thermostats, water valve, ice maker **(metal only)**; refrigerator doors; reverse osmosis water system; roof TV antenna and head, manual or automated rotators, mercury switch, elevating gear **(metal only)**, interior metal crank metal worm gear, guide bars and rollers; safe; lane departure warning system; heads up display; satellite radio; satellite system; security systems **(factory installed)**; shore cord retractor shower stall; shower pan; shower head; slide tray arm; sleep number beds; solar cells; solar panels; speedo cables; sub floor and basement compartment gas connections; suspension shackles; swing hitch; telematic systems; tire pressure monitor; transmission computer controllers; transmission external shift actuator; turn signal flasher; TV antenna; TV, any size; two piece shower enclosures; water heater orifice, DSI, control valve, re-ignitor, pressure relief valve; water purifier **(metal only)**; weather center **(factory installed)**; Web TV **(factory installed)**; wheel hubs; windshield wiper arms; wiper control module; wiper/

washer motor; wiper linkage; wiper motor linkage.

28. OPTIONAL TIRE & WHEEL PROGRAM (Reimbursable Coverage)

Call 866-815-5207.

TIRE & WHEEL PROTECTION PROGRAM: (No Deductible applies to the Tire & Wheel Protection Program.)

The following represents the Term, Coverage, Benefits, Exclusions and Claim Procedure of Your Optional Tire & Wheel Protection Program in accordance with the Coverage selected by You on the Agreement Registration Page.

(If You did not select this optional program and pay the appropriate fee, the following benefits do not apply to Your Agreement.)

Authorization required prior to any repairs being performed.

COVERAGE PERIOD

The term of this **Agreement** is continuous from the date of sale for a period of time as indicated on the **Registration Page**, not to exceed 7 years.

We will dispatch a vehicle as long as this **Agreement** is in effect by use of Our toll free number 866-815-5207, please provide the dispatcher with your **Agreement number**. This Emergency Hotline will dispatch prompt service to help in changing an inflated spare or tow to the closest service station if Vehicle is not equipped with a spare tire.

COVERAGES AND LIMITATION OF LIABILITY

Road Hazard is defined as a condition on a highway or roadway which should not exist, such as potholes, rocks, nails, metal parts, wood debris, plastic, glass and other objects, or any item causing tire and/or wheel damage other than normal wear and tear and collision.

FLAT TIRES: You will be reimbursed for the charges incurred to repair a flat tire caused by a road hazard while operating the covered **Vehicle** on public streets and in a legal manner. This benefit is extended to the Tow Vehicle or Towed Vehicle while **Vehicle** is in the process of towing or being towed in conjunction with the covered **Vehicle** listed on the **Registration Page** of this **Agreement**.

TIRE REPLACEMENT: You will be reimbursed for the costs incurred to replace a tire, if a tire covered by this **Agreement** becomes unrepairable due to a road hazard such as a cut, snag, bruise, impact (not collision), tear or puncture. This coverage is valid through the tread life of a tire (down to 3/32"). Tire replacement will be done with a tire of like kind, quality and cost to the original tire. The replacement cost shall be determined using industry retail replacement costs. If **You** choose to upgrade the replacement, the increase in cost will be **Your** responsibility. Tire inspection may be required to validate claim approval. Fraudulent claims will be prosecuted to the fullest extent or the law. **Administrator will not use remanufactured or used replacement parts.** If replacement tire is upgraded beyond OEM standards or exceeds "like, kind and quality" replacement

value, **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM tire. This benefit is extended to the Tow Vehicle or Towed Vehicle while the **Vehicle** is in the process of towing or being towed in conjunction with a covered **Vehicle**. The aggregate tire replacement benefit for the Tow Vehicle or Towed Vehicle combined is limited to a maximum of four (4) occurrences during the term of this **Agreement**.

Tires replaced on **Your Vehicle** due to a covered claim or non-covered claim under this **Agreement** will be covered for any remaining term of this **Agreement**.

WHEELS (RIMS): **You** will be reimbursed for the repair or replacement of wheels rendered unserviceable due to the road hazard failure of a wheel covered under this **Agreement**. Wheel inspection may be required for claim approval. **Administrator will not use remanufactured or used replacement parts.** If replacement wheel is upgraded beyond OEM standards or exceeds "like, kind and quality" replacement value, **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM wheel. This benefit is extended to the Tow Vehicle or Towed Vehicle while the vehicle is in the process of towing or being towed in conjunction with a covered vehicle. The aggregate wheel benefit for the Tow Vehicle or Towed Vehicle combined is limited to a maximum of four (4) occurrences during the term of this agreement.

MOUNTING AND BALANCING: **You** will be reimbursed for the cost of mounting, balancing and valve stems for any tire replaced under this **Agreement**.

TAXES: **You** will be reimbursed for the cost of local and state taxes, as directed by state agencies.

CONDITIONS NOT COVERED

This **Agreement** does not cover the following:

- a) damage incurred outside the United States or Canada,
- b) damage resulting from off-road use, racing, collision with curb or another vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on a construction site, malicious mischief, vandalism, fire, theft, chain damage, manufacturer defects, driving on tires which are improperly inflated,
- c) tires and/or wheels which are oversized, or otherwise not recommended by the manufacturer,
- d) tires and/or wheels transferred from another vehicle,
- e) tires and/or wheels when the tires have less than 3/32 inch tread depth remaining,
- f) damage to tires and/or wheels that do not affect their performance or safety,
- g) damage to tires in either the side wall or tread area due to dry rot,
- h) replacement covered by a warranty issued by the manufacturer,
- i) Any tire and wheel damage, which is covered by the contract holder's insurance coverage or a vehicle service contract,

j) Any consequential loss or damage whatsoever, including lost, damage, or injury to person or property resulting from the failure of any of the parts of the **Vehicle** described herein, the replacement of which are covered under the terms of this **Agreement**.

TIRE & WHEEL REIMBURSEMENT PROCEDURES

Prior notification is required before any tire repair or tire/wheel replacement can be made. For Tire & Wheel coverage consideration, **YOU must** call **866-815-5207** for a Tracking number. Within thirty (30) days of the covered incident, the following documentation must be mailed to: **VAS, Attn: PRV Reimbursement, 4287 Beltline Drive, #198, Addison, TX, 75001**

- A) Copy of this **Agreement**
- B) Copy of tire repair invoice - (if applicable)
- C) Copy of the tire/wheel replacement invoice including:
 - 1) tread depth of the damaged tire/wheel
 - 2) detailed description and cause of tire/wheel damage
 - 3) any other information reasonably requested

Administrator reserves the right to inspect all damaged tires and/or wheels.

AGREEMENT HOLDER'S RESPONSIBILITIES

Proper tire care is necessary to obtain the maximum mileage and wear from a tire. It is **Your** obligation to see that **Your** tire/wheel assemblies are kept in balance and that **Your** tires are operated at the proper inflation pressures. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 2/32". Any conditions that cannot be corrected demands replacement for the safety of the **Vehicles** occupants. Replaced tires are covered for time remaining on the warranty.

ADDITIONAL AGREEMENT BENEFITS

The additional **Agreement** benefits are not subject to **Deductibles**.

SUBSTITUTE TRANSPORTATION: In the event of a **Mechanical Breakdown, which cannot be immediately diagnosed by the Dealer or Mechanical Breakdown Coverage that cannot be immediately determined under this Agreement by the Dealer, rental car or motor home reimbursement will be provided to You for the day, at the maximum rate of \$75. If the diagnosis of Your Mechanical Breakdown is determined to be covered by this Agreement, additional rental reimbursement will be based on the following terms: We will reimburse You \$75 for every eight (8) hours, or portion thereof, of applicable labor time required to complete the covered repair, up to a maximum of five (5) days and \$375 for each occurrence. Required labor time is determined by the applicable national repair manual. This Coverage does not apply toward time needed while waiting**

for parts or other delays beyond the control of the repair facility. A maximum of three (3) additional days' (at a rate of \$75 per day to a maximum of \$225) rental coverage applies in the event that a major Covered Component (engine, transmission, drive assembly) is to be replaced under the terms of this Agreement.

EMERGENCY ROADSIDE ASSISTANCE (Sign & Drive Coverage) call **866-815-5207**

All Emergency Roadside Assistance is available twenty-four (24) hours per day/seven (7) days a week anywhere in the United States (including Alaska & Hawaii) or Canada. (Services not available in areas where state providers are exclusively utilized, such as selected state toll roads or highways). No Deductible will apply to these benefits.

TOWING COVERAGE:

A: YOUR VEHICLE:

In the event Your Vehicle requires towing/*winch-out services due to a covered Mechanical Breakdown due to a defect in material and workmanship, the Administrator will provide benefits up to a maximum of \$500 for each covered tow resulting from a covered Mechanical Breakdown. (The maximum payout per occurrence of all towing benefits is \$500 for Your Covered Vehicle and the tow vehicle. * Winch-out service benefits apply as long as Your Vehicle can be safely reached from an established, paved public thoroughfare, paved street, highway, paved road or public or private parking lot. Winch-out service benefits do not apply if Your Vehicle is more than 25 feet from an established thoroughfare, intentionally driven off of a paved road, or when Your Vehicle can not be safely reached due to the location or weather conditions that do not allow for safe movement of Your Vehicle)

B: TOWED VEHICLE:

Towing coverage will be extended to the vehicle being towed for any reason (other than accident, collision or physical damage of any kind) as long as the vehicle being towed is:

- 1: in the process of being towed by Your Vehicle at the time of loss;**

ADDITIONAL ROADSIDE BENEFITS:

The following are additional road service benefits available to You during the term of Your Agreement.

Road Service Benefits:

- Jump Starts**
- Flat Tire Changes (using Your inflated spare)**
- Vehicle fluid delivery (cost of fluids extra)**
- Lockout Assistance (key cutting/key replacement extra)**

CONCIERGE SERVICES: (Courtesy Support Coverage) Call **866-815-5207**

All Concierge Service Benefits are available twenty-four (24) hours per day / seven (7) days a week. For Concierge Service Benefit Assistance, please call 866-815-5207.

CONCIERGE SERVICES: Call to obtain assistance with: ATM & Business Locators, Car Rental / Hotel / Restaurant Reservations, Rental Car Return, Guaranteed Hotel Check-In, Flight / Hotel Rebooking - during an emergency, Missed Connections Coordination, Emergency Return Travel Arrangements, Turn-By-Turn Driving Directions, Traffic Reports, Restaurant / RV Campground Referrals, RV Storage Facility Locators, RV Personal Delivery Service, Prescription Delivery, Wireless Device Assistance, Historical Site & Pet Care Locators, Golf Course Tee Time Reservations/ Referrals, Ticket Coordination (theater/music/sports), and Local Activities Calendar.

Note: YOU are responsible for payment of arranged benefits that require additional billing, such as the actual cost of hotel rooms, rental cars, etc. Payment is to be made directly to the Provider per Provider requirements.

RV TECHNICAL ASSISTANCE: Call this 'hotline' for technical diagnosis and instruction from a team of RVIA / ASE / Master certified technicians. This service provides first level assistance with basic troubleshooting and common operational issues. It addresses concerns such as power problems, various appliance issues, slide out room retraction or extension, and much. Be prepared to provide RV chassis type, year, make, & model; a brief problem description; and RV location. (The RV owner or operator performing technical adjustments or modifications does so at their own risk.)

SERVICE ASSISTANCE OPTIONS: Call to obtain assistance with dealer/repair facility locator services.

TRAVEL EXPENSES: You will receive reimbursement from Us for a maximum of five (5) days for expenses for meals and lodging (hotel/motel) incurred by You and Your family for a maximum daily rate of \$200 per day if:

- 1. You cannot operate Your Vehicle due to a Mechanical Breakdown covered under this Agreement and You are more than one hundred (100) miles from home; AND**
- 2. Meals and lodging are required because the Mechanical Breakdown causes a delay en route. The day of the Mechanical Breakdown shall be considered as the first of the five (5) day period. The expense must be incurred between the time of the Mechanical Breakdown and the time when the repairs are completed or by the end of the fifth calendar day subsequent to the Mechanical Breakdown, if repairs are not completed. A maximum of three (3) additional days (at a rate of \$200 per day to a maximum of \$600) coverage applies in the event that a major Covered Component (engine, transmission, drive assembly) is to be replaced under the terms of this Agreement. Reimbursement will be provided upon proof of paid dated receipts.**

SERVICE CALL: In the event of a Mechanical Breakdown of a Covered

Component, We will reimburse You for actual expenses for a service call, not to exceed \$100 per occurrence in addition to normal parts and labor charges.

FOOD SPOILAGE: In the event of a Mechanical Breakdown of a Covered refrigerator or freezer Component, We will reimburse You for actual expenses for food and beverage spoilage, not to exceed \$100. Reimbursement will be provided upon proof of paid dated receipts.

FUEL/L.P. GAS: If Your Vehicle breaks down due to a fuel tank failure or requires fuel to be drained due to a failed Covered Component, We will reimburse You up to \$100 for fuel and/or L.P. gas replacement.

MANUFACTURER'S DEDUCTIBLE: In the event of a Mechanical Breakdown of a Covered Component, We will reimburse You for the Deductible that the manufacturer charges, not to exceed \$100. You must provide a repair order.

FILING A MECHANICAL BREAKDOWN CLAIM: Call 888-756-5529

All claims over \$300 must be authorized by Us prior to starting the repair(s). No portion of a covered claim will be reimbursed without prior authorization including but not limited to the \$300 (before the Deductible is applied).

If Your Vehicle incurs a Mechanical Breakdown, You must take the following steps to file a claim.

- 1. Prevent further damage: Take immediate action to prevent further damage. This Agreement will not cover the damage caused by Your failure to secure a timely repair of the failed Covered Component.**
- 2. Take Your Vehicle to the Selling Dealer or any Authorized Dealer You choose (All repairs must be performed by an authorized Dealer): If Your Vehicle has a Mechanical Breakdown, return Your Vehicle to the Selling Dealer, or You may take Your Vehicle to any Authorized Dealer You choose for repairs. You are not required to return to the Selling Dealer for repairs.**
- 3. Provide a copy of this Agreement: Provide Dealer with a copy of this Agreement and/or this Agreement number.**
- 4. Obtain authorization from the Administrator: For repairs over \$300, prior to any repair being made, instruct the Dealer to contact the Administrator to obtain authorization for the claim. Any claim for repairs without prior authorization will not be covered. It is Your responsibility to obtain an authorization number from the Administrator. The Administrator can be reached for claims authorization 24 hour per day, 7 days per week, 365 days per year. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Agreement. Any additional amount must receive additional prior**

approval from the Administrator. In the event of an irreconcilable dispute between **Us** and the **Dealer, We** shall have the right to take possession and remove **Your Vehicle** and then move it to another **Dealer**.

5. **Authorize tear-down and/or inspection:** In some cases, **You may need to authorize the Dealer to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Mechanical Breakdown is not covered under this Agreement.** We reserve the right to require an inspection of **Your Vehicle** prior to any repair being made. If **We** require an inspection, it is at **Our** sole expense.
6. **Review Coverage:** After authorization for the claim has been obtained from the **Administrator, review with the Dealer what will be covered by this Agreement.**
7. **Pay any applicable Deductible: You must pay to the Dealer a Deductible per repair visit.** We will reimburse the **Dealer** or **You** for the cost of the work performed on **Your Vehicle** which is covered by this **Agreement** and was previously authorized, less the **Deductible**. Once authorization is obtained and the repair is completed, within thirty (30) days **You** or the repair facility must submit **all signed repair orders and other requested receipts or documents to Us to be eligible for payment.**
8. If **You** cannot take **Your Vehicle** back to the **Selling Dealer** and an alternate **Dealer** has called **Us** and obtained an authorization number for completion of repairs but will not accept **Our** standard method of payment, follow A or B listed below.
 - A. **We** can make payment to the **Dealer** by **Our** credit card
OR
 - B. **You** can pay for the repairs and send the repair order, signed by **You**, along with any other documentation to **Us** for reimbursement.

If **You** have any questions regarding these procedures, please contact **Us** at the Claims Assistance phone number listed below.

NOTICE: All claims reimbursements are calculated in U.S. Funds

NOTICE: The claims procedures identified in this section are only applicable to claims for **Mechanical Breakdowns** and Incidental Benefits.

**FOR MECHANICAL BREAKDOWN CLAIM ASSISTANCE, PLEASE CALL
(888) 756-5529**

We suggest all Dealers verify the information contained on the Registration Page pertaining to this Agreement, the Vehicle, and Coverage for claims under \$300.

EXCLUDED COMPONENTS

THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR THE FOLLOWING PARTS/COMPONENTS:

1. **ANY OF THE FOLLOWING PARTS: BATTERIES; SPARK PLUGS; SHOCK ABSORBERS; STANDARD TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROW OUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS, LENSES; SEALED BEAMS; LIGHT BULBS; ALL FUSES; BRAKE ROTORS; EXHAUST AND EMISSION SYSTEMS; FUEL CELLS; VORAD COLLISION WARNING SYSTEMS; WEATHER STRIPS; TRIM; MOLDINGS; BRIGHT METAL; CHROME; UPHOLSTERY, FABRIC AND CARPET; PAINT; OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; FILTERS; CAULKING; SEALANTS; WASHERS; GROUTING; EXTERNAL BOLTS; CLIPS; LOOSE FASTENERS AND CONNECTIONS; GLUING COMPOUNDS; TIRES; WHEELS OR RIMS; (TIRES AND WHEELS OR RIMS ARE ONLY COVERED IF THE OPTIONAL TIRE AND WHEEL COVERAGE PLAN IS PURCHASED. (ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE FROM A TIRE OR WHEEL FAILURE IS SPECIFICALLY EXCLUDED.)**
2. **ANY OF THE FOLLOWING REPAIRS OR REPLACEMENTS: SQUEAKING OF FLOORS; UNEVEN FLOORS; BOWED WALLS OR CEILINGS; WARPING OR CRACKING OF FLOORS; WALLS; CEILING; OR WOOD FRAMING. ANY DEFICIENCY IN FINISH CARPENTRY; WOODWORK; MILLWORK; LOUVERS; VENTS; SIDING; ROOFING MATERIALS; SEALANTS; SHEET METAL; WINDOWS; DOORS; HARDWARE; WEATHER-STRIPPING; SEALS AND/OR GASKETS TO INCLUDE SLIDE OUTS, DOORS, WINDOWS, DRAWERS AND APPLIANCES; GLAZING; DELAMINATION; DISCOLORATION OF ANY MATERIAL; HARD SURFACE FLOORING; RESILIENT FLOORING; FINISHED WOOD FLOORING; CARPENTRY; CEILING MATERIALS; PAINT FINISHES; WALL COVERING; CABINETS; VANITIES; BEDDING; WINDOW SHADES, TREATMENTS AND DRAPERIES; AND FURNITURE. (SEALS AND GASKETS ARE COVERED FOR SLIDE OUTS AND APPLIANCES IF THE PLATINUM LEVEL OF COVERAGE IS PURCHASED.)**
3. **ANY COSMETIC DAMAGE TO LIGHT FIXTURES OR CEILING FANS; CABLE; SATELLITE; OR TELEPHONE WIRING.**
4. **ANY REPAIR OR REPLACEMENT TO ROLLERS; RACKS OR SHELVES; BASKETS; BUCKETS; GLASS; MICROWAVE OR OVEN MEAT PROBES OR ROTISSERIES; HANDLES; KNOBS; OR DIALS.**
5. **MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER, AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE, BUT ARE NOT LIMITED TO, ALIGNMENTS, WHEEL BALANCING, TUNE-UPS, SPARK PLUGS, SPARK PLUG WIRES, GLOW PLUGS, HOSES, (EXCEPT STEERING AND AIR**

CONDITIONING), DRIVE BELTS, BRAKE PADS, BRAKE LININGS OR SHOES OR WIPER BLADES. FILTERS, LUBRICANTS, COOLANTS, FLUIDS, AND REFRIGERANTS WILL BE COVERED ONLY IF REPLACEMENT IS REQUIRED IN CONNECTION WITH A MECHANICAL BREAKDOWN, MISCELLANEOUS SHOP SUPPLY CHARGES OR HAZARDOUS WASTE DISPOSAL FEES.

WHAT IS NOT COVERED

- 1. MECHANICAL BREAKDOWNS OUTSIDE THE UNITED STATES AND CANADA.**
- 2. MECHANICAL BREAKDOWN THAT EXISTS AT THE TIME OF RETAIL SALE, WHETHER OR NOT THE MECHANICAL BREAKDOWN WOULD OTHERWISE BE ADDRESSABLE BY THIS AGREEMENT.**
- 3. ANY LOSS RESULTING FROM THE CONTINUED OPERATION IN AN OVERHEATED CONDITION OR THE LACK OF PROPER AND NECESSARY AMOUNTS OF COOLANTS, LUBRICANTS OR FLUIDS.**
- 4. ADJUSTMENTS, TUNE-UPS, ALIGNMENTS, CASTER & CAMBER ADJUSTMENTS (UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR), ROAD HAZARDS, STORAGE, AND FREIGHT.**
- 5. ANY LOSS CAUSED BY DETONATION, PRE-IGNITION OR LEAN OR IMPROPER FUEL MIXTURE UNLESS CAUSED BY THE FAILURE OF THE FUEL INJECTION SYSTEM, LOSS CAUSED BY FOREIGN SUBSTANCE IN FUEL, CLOGGED FILTERS, AND/OR OIL NOT RECOMMENDED BY THE MANUFACTURER, AND IMPROPER OR CONTAMINATED FUELS OR OTHER FLUIDS.**
- 6. MECHANICAL BREAKDOWNS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, FACTORY BULLETINS, PARTS WARRANTY (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE), ANY VEHICLE SERVICE AGREEMENT, WRITTEN WARRANTY, OR ANY VALID AND COLLECTIBLE INSURANCE POLICY, AND ANY DUPLICATE REPAIRS WITHIN A 90 DAY PERIOD OR DUPLICATE REPAIRS UNDER A SPECIFIED MANUFACTURERS PARTS WARRANTY (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE) OR ANY OBSOLETE PART.**
- 7. DAMAGES OR LOSS RESULTING FROM FAULTY OR NEGLIGENT REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS.**
- 8. DAMAGE TO A NON-COVERED COMPONENT BY A COVERED COMPONENT(S) FAILURE OR DAMAGE TO A COVERED PART BY A NON-COVERED COMPONENT(S) FAILURE. CONSEQUENTIAL DAMAGE TO A NON-COVERED COMPONENT BY A COVERED COMPONENT.**
- 9. ANY COVERED COMPONENT WHICH IS NOT BROKEN DOWN BUT WHICH A REPAIR FACILITY RECOMMENDS OR REQUIRES TO BE REPAIRED OR REPLACED TO GUARANTEE A WARRANTY ON THE REPAIR. ADDITIONAL SERVICE WORK REQUIRED BY YOU OR THE DEALER OTHER THAN NECESSARY TO SATISFY THIS AGREEMENT COVERED REPAIRS.**
- 10. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PHYSICAL DAMAGE, PROPERTY DAMAGE, LOSS OF USE OF DESCRIBED VEHICLE, LOSS OF TIME, LOSS OF PROFITS OR WAGES, INCONVENIENCE, AND COMMERCIAL LOSS.**
- 11. USE OF EQUIPMENT AND ACCESSORIES NOT INSTALLED OR RECOMMENDED BY THE MANUFACTURER OR DEALER, OR IMPROPER INSTALLATION OF THESE ITEMS BY THE MANUFACTURER OR DEALER. REPAIRS RESULTING FROM USING THESE ITEMS, EVEN IF THE PARTS WERE ON THE DESCRIBED VEHICLE WHEN PURCHASED.**
- 12. REPAIRS REQUIRED AS A RESULT OF (A) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (B) FIRE, ACCIDENT, ABUSE, NEGLIGENCE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, ENVIRONMENTAL DAMAGE, POLLUTION, WAR, NUCLEAR DAMAGE; (C) FAILURE TO PROPERLY OPERATE THE VEHICLE; (D) MODIFICATION OR ANY ALTERATION TO THE VEHICLE NOT RECOMMENDED OR APPROVED BY THE MANUFACTURER; (E) USING THE VEHICLE FOR SPEED EVENTS, SUCH AS RACES, OR ACCELERATION TRIALS; (F) RUST, CHEMICALS, SALT, SAP, SAND, DIRT, OR OTHER OBSTACLES, COSMETIC OR PAINT CHANGES, ELECTROLYSIS, CORROSION, SMOKE, OR SOOT; (G) COLLISION; (H) FREEZING OR ICE DAMAGE; (I) WATER DAMAGE; (J) REVERSE POLARITY AND/OR POWER SURGES AND/OR OVER-LOADED CIRCUITS (FAILURE OF THREE OR MORE ELECTRICAL COMPONENTS AT THE SAME TIME WILL BE CONSIDERED A SURGE OR IMPROPER VOLTAGE SUPPLY CONDITION); (K) UNAUTHORIZED REPAIRS; (L) DETERIORATION, CONDENSATION, CONTAMINATION; AND/OR (M) THE FAILURE OR LOOSENING OF EXTERNAL FASTENERS AND/OR BOLTS (N) LOOSE WIRING AND/OR REATTACHMENT/RELOCATION OF LOOSE WIRING.**
- 13. BUSINESS USE UNLESS BUSINESS USE SURCHARGE IS PAID.**
- 14. FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN A MECHANICAL BREAKDOWN HAS OCCURRED.**
- 15. ANY REPAIR OR REPLACEMENT OF ANY COVERED COMPONENT, IF A MECHANICAL BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT COMPONENT HAS NOT EXCEEDED THE FIELD TOLERANCES ALLOWED BY THE MANUFACTURER.**
- 16. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR ON YOUR VEHICLE (EVEN IF DONE PRIOR TO YOUR PURCHASE OR YOU ARE NOT AWARE OF THE ALTERATION) IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO, THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, TRAILER HITCHES, HYDRAULIC GOOSENECK, FIFTH WHEEL GOOSENECK RECEIVER, EMISSIONS AND/OR EXHAUST SYSTEM MODIFICATIONS, OR ENGINE MODIFICATIONS (YOUR NOT KNOWING ABOUT ANY MODIFICATION TO YOUR VEHICLE DOES NOT SUPERSEDE THE ABOVE EXCLUSION).**

17. **REPAIR COSTS OR EXPENSES DUE TO GRADUAL REDUCTION IN OPERATING PERFORMANCE WHERE THE MECHANICAL BREAKDOWN IS DUE TO NORMAL WEAR AND TEAR. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY REPAIR WHEN THE PURPOSE IS TO RAISE THE ENGINE'S COMPRESSION OR STOP OIL CONSUMPTION.**
18. **ANY LOSS OR EXPENSE IF THE ODOMETER HAS BEEN TAMPERED WITH, ALTERED, OR IS INOPERATIVE.**
19. **ANY REPAIR FOR THE PURPOSE OF CORRECTING THE ENGINE COMPRESSION OR CORRECTING OIL CONSUMPTION WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURRED. VALVE GRINDING AND/OR WORN RINGS ARE NOT COVERED.**
20. **ANY LOSS CAUSED BY RACING, OR DELIVERY PURPOSE, OR BY PULLING ANYTHING WEIGHING MORE THAN WHAT IS RECOMMENDED BY THE MANUFACTURER UNLESS THE VEHICLE IS EQUIPPED WITH A FACTORY INSTALLED "TRAILER TOW PACKAGE." BENT AXLES FROM OVERLOADING OR OTHER OUTSIDE INFLUENCES.**
21. **ANY PERMANENT EXTERIOR UTILITY SERVICES FOR YOUR VEHICLE. THIS INCLUDES, BUT IS NOT LIMITED TO: SERVICE CALLS, JUNCTION BOXES, METERS, VALVES, PIPING, SEWER AND/OR WATER CONNECTIONS, WIRING, ANTENNAS, HVAC UNITS, SATELLITE DISHES, ETC.**

CANCELLATION OF YOUR AGREEMENT

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days, **We** will refund the entire **Agreement** purchase price, less a cancellation fee of seventy five dollars (\$75). If this **Agreement** is canceled after the first sixty (60) days, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days this **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy five dollars (\$75)
2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of this **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a substantial breach of duties by **You** under this **Agreement** relating to the **Vehicle** or its use; or (D) the **Vehicle** was not eligible for **Coverage** selected. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days this **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy five dollars (\$75).

3. If the **Vehicle** and this **Agreement** have been financed, the Lender shown on the **Registration Page** may cancel this **Agreement** if the **Vehicle** is declared a total loss or is repossessed.

TRANSFER OF YOUR AGREEMENT

Unexpired **Agreement Coverage** may be transferred at the time of sale to the subsequent private purchaser of the **Vehicle**, provided this **Agreement** has not been canceled. **Contact the Selling Dealer or the Administrator prior to selling or otherwise transferring Your Vehicle to obtain a transfer form.**

To transfer, **the following must be submitted to Us within 30 days of the change of ownership to a subsequent individual purchaser:**

1. Original **Agreement** and **Registration Page**; and
2. Transfer form; and
3. \$50 transfer fee made payable to **Administrator**.

All remaining Manufacturer's warranty must also be transferred at the same time the ownership of the Vehicle is transferred. Copies of all maintenance records showing all actual maintenance (as recommended by the Manufacturer) must be given to the new owner. These maintenance records must be retained, along with similar documentation, for future maintenance work which the new owner may have performed in accordance with the manufacturer's maintenance requirements. If necessary, these documents may be verified by the Administrator.

ARBITRATION

It is understood and agreed that the transaction evidenced by this **Agreement** takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this **Agreement** or the sale thereof, including for recovery of any claim under this **Agreement** and including the applicability of this arbitration clause and the validity of this **Agreement**, shall be resolved by neutral binding arbitration by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues of arbitrability will be decided by the arbitrator.

- a) If **You** dispute **Our** determination to deny **You** benefits under this **Agreement**, **You** must submit written notice to **Us** of **Your** intent to arbitrate that dispute no later than sixty (60) days following **Our** determination. **Your** failure to meet this time requirement will prevent **You** from disputing **Our** determination, whether through arbitration or otherwise.
- b) The arbitration shall take place in a location near **Your** residence before a single arbitrator selected in accordance with the NAF Code of Procedure. NAF rules and forms may be obtained and all claims shall be

filed at any NAF office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405. The NAF may be reached at 651-631-1105 or 800-474-2371.

- c) Except for the filing fee and the costs **You** may incur to present **Your** case, the cost of the arbitration shall be borne by **Us**, provided, however, that should the arbitrator find that **You** have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by **You**.
- d) It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e) All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator of the commencement and completion of the arbitration hearing. Neither party may recover punitive or exemplary damage awards in any arbitration proceeding.
- f) The agreement to arbitrate will survive the termination of this **Agreement**.

IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

If **You** purchased this **Agreement** in one of the states identified below, the Special State Requirements and Disclosures for that state applies to **Your Agreement**

ALABAMA

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced by the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. 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**. If this **Agreement** is canceled after the first sixty (60) days or a claim has

been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25).

2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price or (B) a material misrepresentation made by **You** to **Us** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25).

ALASKA

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced by the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days, **We** will refund the entire **Agreement** purchase price, less a cancellation fee of thirty-five (\$35) or 7.5% of the unearned premium whichever is less. If this **Agreement** is canceled after the first sixty (60) days, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of thirty-five (\$35) or 7.5% of the unearned premium whichever is less.
2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of this **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use; or (D) the **Vehicle** was not eligible for **Coverage** selected. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of thirty-five dollars (\$35) or 7.5% of the unearned premium, whichever is less.

Refunds will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Under the What is Not Covered section, item 10 is amended by adding the following:

IN ADDITION, THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, ATTORNEYS' FEES OR PERSONAL INJURY, INCLUDING BODILY INJURY OR PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE AGREEMENT).

Under the Arbitration provision item d. is deleted and replaced with the following:

d. Arbitration is voluntary and non-binding.

Under Arbitration the last paragraph is deleted and replaced with the following:

IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION IN ALASKA.

ARIZONA

Under the General Provisions section the third paragraph is deleted in its entirety.

Under the What is Not Covered section, item 2 is deleted in its entirety.

Under the What is Not Covered section, item 16 is deleted and replaced by the following:

16. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR ON YOUR VEHICLE, WHILE OWNED BY YOU, IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO, THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, BENT AXLES FROM OVERLOADING OR OTHER OUTSIDE INFLUENCES, TRAILER HITCHES, EMISSIONS AND/OR EXHAUST SYSTEM MODIFICATIONS, OR ENGINE MODIFICATIONS.

Under the What is Not Covered section, item 18 is deleted and replaced by the following:

18. ANY LOSS OR EXPENSE IF THE ODOMETER, WHILE OWNED BY YOU, HAS BEEN TAMPED WITH, ALTERED OR IS INOPERATIVE.

Under Arbitration item b. is deleted and replaced with the following:

b. The arbitration shall take place in Arizona before a single arbitrator selected in accordance with the NAF Code of Procedure. NAF rules and forms may be obtained and all claims shall be filed at any NAF office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405. The NAF may be reached at 651-631-1105 or 800-474-2371.

Under Arbitration, Item d. is deleted and replaced with the following:

d. Arbitration is voluntary and both parties must mutually agree to the arbitration procedure. It is understood and agreed that the arbitration shall be binding upon the parties.

Under Arbitration the following language is deleted in its entirety:

If this AGREEMENT is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury. Both parties waive any right to a jury trial in any such proceeding.

ARKANSAS

Under Cancellation of Your Agreement, items 1 and 2 are revised by amending the cancellation fee to fifty dollars (\$50.00).

Under Arbitration item d. is deleted and replaced with the following:

d. Arbitration is voluntary and nonbinding.

Under Arbitration the following language is deleted in its entirety:

If this AGREEMENT is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury. Both parties waive any right to a jury trial in any such proceeding.

CALIFORNIA

Under the Definitions section, the definition for **Mechanical Breakdown** is deleted and replaced with the following:

Mechanical Breakdown: Means the failure of a Covered Component under normal service due to defects in material and workmanship. A Covered Component has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered Component.

Under the Additional **Agreement** Benefits section, the following disclaimer is included:

NOTICE: Due to restrictions placed by state law, Food Spoilage, and Fuel/L.P. Gas benefits are not available in California.

Paragraph 4 of the MISCELLANEOUS provision is deleted and replaced with the following:

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 60 days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If you are not

satisfied with the insurance company's response, you may contact the California Department of Insurance at (800)927-4357.

Item 2 under WHAT IS NOT COVERED is deleted and replaced with the following:

2. MECHANICAL FAILURE THAT EXISTS AT THE TIME OF RETAIL SALE, WHETHER OR NOT THE FAILURE WOULD OTHERWISE BE ADDRESSABLE BY THE AGREEMENT.

Cancellation of **Your Agreement** section is deleted and replaced with the following:

1. **YOU** may cancel this **Agreement** at any time in accordance with the following terms:
 - a. **Contact the selling dealer or ADMINISTRATOR in writing, within sixty (60) days after the requested cancellation date, enclose this Agreement and an odometer statement.**
 - b. If this **Agreement** is canceled within the first sixty (60) days and no claims have been filed, **WE** will refund the entire **AGREEMENT** charge paid. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Agreement** charge 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 an administration fee of twenty-five dollars (\$25.00) or 10% of the **Agreement** charge, whichever is less.
2. **We** may cancel this **Agreement** within the first sixty (60) days under the following conditions:
 - a. Notice of cancellation is mailed to **YOU** postmarked before the 61st day after the date the **Agreement** was sold by the dealer.
 - b. **We** will refund the entire **Agreement** charge paid within thirty (30) days from the date of cancellation. However, if **We** have paid a claim, or have advised **YOU** in writing that **We** will pay a claim, **We** may provide a pro rata refund 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 the amount of any claims paid prior to cancellation.
 - c. The **Agreement** ceases to be valid no less than five (5) days after the postmark date of the notice.
 - d. The notice states the specific grounds for the cancellation.
3. **We** may at any time cancel the **Agreement** for nonpayment by **YOU**, conditioned upon each of the following:
 - a. Notice of cancellation is mailed to **YOU**.
 - b. If this **Agreement** is canceled within the first sixty (60) days and no claims have been filed, **WE** will refund the entire **Agreement** charge paid. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount

of the **Agreement** charge 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 an administration fee of twenty-five dollars (\$25.00) or 10% of the **Agreement** charge, whichever is less.

- c. The refund is paid within 30 days of the date of cancellation.
 - d. The **Agreement** ceases to be valid no less than five (5) days after the postmark date of the notice.
 - e. The notice states the specific grounds for the cancellation.
4. **We** may at any time cancel the **Agreement** for material misrepresentation or fraud by **YOU**, conditioned upon each of the following:
 - a. Notice of cancellation is mailed to **YOU**.
 - b. A pro rata refund 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 is paid within thirty (30) days of the date of cancellation.
 - c. The notice states the specific nature of the misrepresentation.
 5. If **We** cancel the **Agreement**, **We** are liable for any claim reported to a person designated in this **Agreement** for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by the **Agreement**. **YOU** are deemed to have reported a claim if **YOU** have completed the first step required under the **Agreement** for reporting a claim.
 6. If the Vehicle and this **Agreement** have been financed, the Lender shown of the **Registration Page** may cancel this **Agreement** if the **Vehicle** is declared a total loss or is repossessed.
 7. If **We** are canceling this **Agreement** pursuant to subdivision 3, 4, or 5 and **We** have paid a claim, or have advised **You** in writing that **We** will pay a claim, **We** may provide a pro rata refund 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 the amount of any claims paid prior to cancellation rather than a full refund.

COLORADO

Under the Miscellaneous provision the following is added to item 4.
The policy number 55-05-VW600-0104.

CONNECTICUT

The following is added to the **Agreement**:
Section 42-221 of the Connecticut General Statutes requires an automobile **Dealer**, unless otherwise excepted, to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used vehicles with a sale price of \$3,000, but less than \$5,000:

Provides **Coverage** for 30 days or 1,500 miles, whichever comes first.

Used vehicles with a sale price of \$5,000 or more:

Provides **Coverage** for 60 days or 3,000 miles, whichever comes first.

The **Vehicle 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 period has expired. **You** have been charged separately only for this **Agreement**. The required **Dealer** warranty is provided free of charge. Furthermore, the definitions, **Coverage** and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required **Dealer** warranty.

Under the **Agreement** Period section the following is added:

- 3) If the term of this Agreement is less than 12 months, the term will be automatically extended for the period during which the **Vehicle** is in the custody of a service center for repair.

Under the Cancellation of **Your Agreement** section the following is added to item 1.

You may cancel this **Agreement** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen, or destroyed.

The following language is added to the **General Provisions** section of the **Agreement**. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of **Your** dispute, the **Agreement** purchase price, the cost of the **Vehicle** repair and a copy of this **Agreement**.

FLORIDA

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this **Agreement**.

The following disclosure is added to this Agreement:

You may not make any claim against the Florida Insurance Guarantee Association for any vehicle protection expenses.

Under the General Provisions section the following language is deleted: The **Administrator** is not a party to a guaranteed price refund offered or made by the **Dealer** who sold **You** this **Agreement** or by a third party in connection with this **Agreement**. The **Administrator** is not obligated or liable for the payment of a guaranteed price refund unless the **Administrator** issues a guaranteed price refund in a separate document signed by an Officer of the

Administrator.

Under Additional Agreement Benefits the "Concierge Services" benefit is deleted in its entirety. Concierge services are not available in Florida.

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced by the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price, less a cancellation fee equal to five percent (5%) of the **Agreement** purchase price or twenty-five dollars (\$25), whichever is less. If this **Agreement** is canceled after the first sixty (60) days, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of ten percent (10%) of the pro-rata refund or twenty-five dollars (\$25), whichever is less.
2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) there has been a material misrepresentation or fraud at the time of sale of this **Agreement**; (B) **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer; or (C) for non-payment of the **Agreement** purchase price by **You**, in which case **We** shall provide **You** with a notice of cancellation by certified mail. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation

Under the Transfer of **Your Agreement** section, item 3. is deleted and replaced with the following:

3. \$40 transfer fee made payable to the **Administrator**

Under Arbitration item d. is amended to state that Arbitration shall be nonbinding.

GEORGIA

This **Agreement** is between **You** and Protective Administrative Services, Inc.

Under What is Not Covered item 2 is deleted and replaced with the following:

2. **Mechanical Breakdown, known to you, that exists at the time of retail sale, whether or not the Breakdown would otherwise be addressable by this Agreement.**

Under What is Not Covered item 12 (D) is amended to read:

(D)Modification or any alteration to the vehicle made by your or with your knowledge not recommended or approved by the manufacturer.

Under What is Not Covered item 16 is amended by deleting the following language:

"Your not knowing about any modification to Your Vehicle does not supersede the above exclusion" and "Even if done prior to your purchase or you are not aware of the alteration."

Under What is Not Covered item 18 is amended to read:

Any loss or expense if the odometer has been tampered with, altered or is inoperative while owned by you.

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

- 1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us. We will refund the unearned Agreement purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force prior to cancellation or the number of miles the Vehicle was driven prior to cancellation.**
- 2. We may cancel this Agreement based on one or more of the following reasons: (A) for fraud or a material misrepresentation made by You; or (B) for non-payment of the Agreement purchase price. If We cancel this Agreement, We will mail written notice of cancellation to You at least ten (10) days prior to the effective date of cancellation if this Agreement is canceled due to non-payment of the Agreement purchase price, or thirty (30) days prior to the effective date of cancellation if this Agreement is canceled for any other reason. We will refund the unearned Agreement purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force prior to cancellation or the number of miles the Vehicle was driven prior to cancellation.**

The Arbitration provision is deleted in its entirety.

HAWAII

Under the Definitions section the definition of Mechanical Breakdown is deleted and replaced with the following:

Mechanical Breakdown: Means the failure of a covered **Component** under normal service due to defects in material and workmanship. A covered **Component** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered **Component**.

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replace with the following:

- 1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this Agreement is canceled by You within the first sixty (60) days and no claims have been filed, We will refund the entire Agreement purchase price. 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. If this Agreement is canceled after the first sixty (60) days or a claim has been filed, We will refund the unearned Agreement purchase price to You calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the Agreement was in force prior to cancellation or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).**
- 2. We may cancel this Agreement based on one or more of the following reasons: (A) non-payment of the Agreement purchase price; (B) a material misrepresentation made by You; or (C) a substantial breach of duties by You under this Agreement, relating to a Covered Component or its use. If this Agreement is canceled by Us, We will refund the unearned Agreement purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).**

Hawaii Revised Statutes requires an automobile **Dealer**, unless otherwise excepted, to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used vehicles with less than 25,000 miles at the time of sale:

Provides **Coverage** for 90 days or 5,000 miles, whichever comes first.

Used vehicles with 25,000 miles or more, but less than 50,000 miles at the time of sale:

Provides **Coverage** for 60 days or 3,000 miles, whichever comes first.

Used vehicles with 50,000 miles or more, but not more than 75,000 miles at the time of sale:

Provides **Coverage** for 30 days or 1,000 miles, whichever comes first.

The **Vehicle 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 period has expired. **You** have been charged separately only for this **Agreement**. The required **Dealer** warranty is provided free of charge. Furthermore, the definitions, **Coverage**

and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required **Dealer** warranty.

IDAHO

Notice: **Coverage** afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guaranty Association.

Under Cancellation of Your Agreement, itema 1 and 2 are revised by amending the cancellation fee to fifty dollars (\$50.00).

ILLINOIS

Under the Definitions section, the definition of **Mechanical Breakdown** is amended to include the following:

It does not include a gradual reduction in operating performance due to wear and tear.

Under the Cancellation of **Your Agreement** section, paragraph 1 is deleted and replaced with the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** purchase price, whichever is less. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** purchase price, whichever is less.

Under the Arbitration provision the following language is deleted in its entirety:

IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

INDIANA

The following disclosure is added to this Agreement:

Your proof of payment to the Selling Dealer or to Us fo the Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You, provided such insurance was in effect at the time You purchased this Agreement.

IOWA

Notice: The issuer of this **Agreement** is subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division. The Iowa Commissioner of Insurance may be contacted at the following address: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319-0065.

Under Cancellation of Your Agreement, item 1. is deleted an replaced with the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this Agreement is canceled by You within the first sixty (60) days, We will refund the entire Agreement purchase price. If this Agreement is canceled after the first sixty (60) days, We will refund the unearned Agreement purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of seventy-five (\$75.00). If You cancel this Agreement, We will mail You a written notice of termination within fifteen (15) days of the termination. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after the return of the Agreement to Us.

KENTUCKY

Under Additional **Agreement** Benefits, Emergency Roadside Assistance, Service Call, Food Spoilage and Fuel/L.P Benefits are deleted in their entirety. These benefits are not available in Kentucky.

LOUISIANA

Under Cancellation of Your Agreement, items 1 and 2 are revised by amending the cancellation fee to fifty dollars (\$50.00). In addition, the cancellation fee is waived if this Agreement is cancelled within 30 days of the effective date.

MARYLAND

The Cancellation of Your Agreement section is amended by adding the following:

The cancellation fee is waived if You cancel this Agreement in the first 20 days. A 10% penalty will be added to any refund that is in paid or credited within 45 days

MASSACHUSETTS

NOTICE TO CUSTOMER: 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.

Under the Filing A Mechanical Breakdown Claim section, paragraphs 2 and 3 are deleted and replaced by the following:

2. Take **Your Vehicle** to the **Selling Dealer** if possible or practical or a **Dealer**: If **Your Vehicle has a Mechanical Breakdown**, return **Your Vehicle** to the **Selling Dealer** if possible or practical. If this is not possible, take **Your Vehicle** to any **Dealer** capable of performing the repairs.
3. Provide a copy of this **Agreement**: Provide **Dealer** with a copy of the **Agreement** and/or this **Agreement** Number if possible.

Under the What is Not Covered section, item 3 is deleted and replaced by the following:

3. **ANY ANY LOSS RESULTING FROM THE CONTINUED OPERATION IN AN OVERHEATED CONDITION OR THE LACK OF PROPER AND NECESSARY AMOUNTS OF COOLANTS, LUBRICANTS OR FLUIDS. IS CAUSED BY FAILURE OF A COVERED PART.**

Under the What is Not Covered section, item 8 is deleted and replaced by the following:

8. **DAMAGE TO A NON-COVERED COMPONENT BY A COVERED COMPONENT(S) FAILURE. CONSEQUENTIAL DAMAGE TO A NON-COVERED PART BY A COVERED COMPONENT.**

Under the Cancellation of **Your Agreement** section, the seventy-five (\$75) cancellation fee is deleted. A cancellation fee will not be charged in XTRA-MH-CB (1/08)

Massachusetts.

Under the Transfer of **Your Agreement** section, the fifty (\$50) transfer fee is deleted. A transfer fee will not be charged in Massachusetts.

MINNESOTA

Under the General Provisions section, paragraph 3 is deleted in its entirety.

Under Agreement Holder's Responsibility, the first paragraph is amended by adding the following:

If You do not have a copy of the Vehicle's owner's manual, contact Us and one will be provided to You.

Under the What is Not Covered section, item 2 is deleted in its entirety.

Under the What is Not Covered section, item 6 is deleted and replaced by the following:

6. **MECHANICAL BREAKDOWNS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, FACTORY BULLETINS, PARTS WARRANTY, ANY VEHICLE SERVICE AGREEMENT, WRITTEN WARRANTY, OR ANY VALID AND COLLECTIBLE INSURANCE POLICY, AND ANY DUPLICATE REPAIRS WITHIN A 90 DAY PERIOD OR DUPLICATE REPAIRS UNDER A SPECIFIED MANUFACTURERS PARTS WARRANTY OR ANY OBSOLETE .**

Under the What is Not Covered section, item 8 is deleted and replaced with the following:

8. **DAMAGE TO A NON-COVERED COMPONENT BY A COVERED COMPONENT(S) FAILURE. CONSEQUENTIAL DAMAGE TO A NON-COVERED PART BY A COVERED COMPONENT.**

Under the What is Not Covered section, item 12 is deleted and replaced by the following:

12. **REPAIRS REQUIRED AS A RESULT OF (A) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (B) FIRE, ACCIDENT, ABUSE, NEGLIGENCE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, ENVIRONMENTAL DAMAGE, POLLUTION, WAR, NUCLEAR DAMAGE; (C) FAILURE TO PROPERLY OPERATE THE VEHICLE; (D) MODIFICATION OR ANY ALTERATION, WHILE OWNED BY YOU, TO THE VEHICLE NOT RECOMMENDED OR APPROVED BY THE MANUFACTURER; (E) ACCELERATION TRIALS; (F) CHEMICALS, SALT, SAP, SAND, DIRT, OR OTHER OBSTACLES, COSMETIC OR PAINT CHANGES, ELECTROLYSIS, SMOKE, OR SOOT; (G) COLLISION; (H) FREEZING OR ICE DAMAGE; (I) WATER DAMAGE; (J) REVERSE POLARITY AND/OR POWER SURGES AND/OR OVER-LOADED CIRCUITS (FAILURE OF THREE OR MORE ELECTRICAL**

COMPONENTS AT THE SAME TIME WILL BE CONSIDER A SURGE OR IMPROPER VOLTAGE SUPPLY CONDITION).; (K) UNAUTHORIZED REPAIRS; (L) DETERIORATION, CONDENSATION, CONTAMINATION; AND/OR (M) THE FAILURE OR LOOSENING OF EXTERNAL FASTENERS AND/OR BOLTS (N) LOOSE WIRING AND/OR REATTACHMENT/RELOCATION OF LOOSE WIRING.

Under the What is Not Covered section, item 16 is deleted and replaced by the following:

16. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR ON YOUR VEHICLE, WHILE OWNED BY YOU, IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, TRAILER HITCHES, EMISSIONS AND/OR EXHAUST SYSTEM MODIFICATIONS, OR ENGINE MODIFICATIONS.

Under the What is Not Covered section, item 17 is deleted and replaced by the following:

17. REPAIR COSTS OR EXPENSES DUE TO GRADUAL REDUCTION IN OPERATING PERFORMANCE WHERE THE MECHANICAL BREAKDOWN IS DUE TO NORMAL WEAR AND TEAR.

Under the What is Not Covered section, item 18 is deleted and replaced by the following:

18. ANY LOSS OR EXPENSE IF THE ODOMETER, WHILE OWNED BY YOU, HAS BEEN TAMPED WITH, ALTERED OR IS INOPERATIVE.

Under the Cancellation of **Your Agreement** section, paragraph 2 is deleted and replaced with the following:

2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You** in the submission of a claim; or (C) a substantial breach of duties by **You** under this **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to the cancellation, less a cancellation fee of seventy-five (\$75).

The following is added under the Cancellation of **Your Agreement** section:
A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within thirty (45) days after the return of the Agreement to Us.

Item d. under Arbitration is deleted and replaced with the following:
d. Arbitration is voluntary and nonbinding.

Under the Arbitration provision the following statement is deleted in its entirety:

If this **Agreement** is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury. Both parties waive any right to a jury trial in any such proceeding.

MISSISSIPPI

The Arbitration provision language is deleted and replaced with the following:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS SERVICE CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS SERVICE CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS SERVICE CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION BY THE NATIONAL ARBITRATION FORUM (“NAF”), UNDER THE CODE OF PROCEDURE IN EFFECT AT THE TIME THE CLAIM IS FILED. ALL PRELIMINARY ISSUES OF ARBITRABILITY WILL BE DECIDED BY THE ARBITRATOR.

A) IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS SERVICE CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B) THE ARBITRATION SHALL TAKE PLACE WITHIN 60 DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE BEFORE A SINGLE ARBITRATOR SELECTED IN ACCORDANCE WITH THE NAF CODE OF PROCEDURE. NAF RULES AND FORMS MAY BE OBTAINED AND ALL CLAIMS SHALL BE FILED AT ANY NAF OFFICE, WWW.ARB-FORUM.COM, OR P.O. BOX 50191, MINNEAPOLIS, MINNESOTA 55405. THE NAF MAY BE REACHED AT 651-631-1105 OR 800-474-2371.

C) EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATOR FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D) IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E) ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FOR INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F) THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS SERVICE CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

MISSOURI

The definition of Administrator is amended by adding the following:
The Administrator is also the Obligor of this Agreement.

Under General Provisions, Miscellaneous, Item 4 is deleted and replaced with the following:

Our obligations under this service contract are guaranteed under a service contract reimbursement insurance policy. If We fail to pay or provide service within 60 days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

The following language is added to Cancellation of Your Agreement:

If You cancel this Agreement, We shall mail a written notice of cancellation to You within (15) days of the date of cancellation. A 10% penalty per month shall be added to a refund that is not paid within thirty (30) days of the return of the Agreement.

Under the Cancellation of Your Agreement section, item 1 is deleted and replaced with the following.

1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this Agreement is canceled by You within the first sixty (60) days, We will refund the entire Agreement purchase price. If this Agreement is canceled after the first sixty (60) days, We will refund the unearned Agreement purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser

amount produced using the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

Item b. of the Arbitration provision is deleted and replaced with the following: Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Item d. of the Arbitration provision is deleted and replaced with the following: d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

NEBRASKA

THIS **AGREEMENT** IS NOT AN INSURANCE POLICY. HOWEVER, **OUR** OBLIGATIONS UNDER THIS **AGREEMENT** ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY (INSURANCE COMPANY), 14755 NORTH OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017, 800-950-6060.

Under Arbitration item d. is amended to state that Arbitration shall be voluntary and nonbinding.

NEVADA

NOTICE: This **Agreement** is not subject to renewal.

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days, **We** will refund the entire **Agreement** purchase price within forty-five (45) days after the return of this **Agreement** to **Us**. If **We** fail to refund the **Agreement** purchase price within that time, **We** will pay to **You** a penalty in the amount 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. If this **Agreement** is canceled after the first sixty (60) days, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) if **You** fail to pay an amount when due; (B) if **You** are

convicted of a crime which results in an increase in the service required under this **Agreement**; (C) discovery of fraud or material misrepresentation made by **You** in obtaining this **Agreement** or in presenting a claim for service; (D) discovery of an act or omission by **You** or if **You** violate any condition of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**; or (E) a material change in the nature or extent of the required service or repair which occurs after the effective date of this **Agreement** which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the **Agreement** was issued or sold. If this **Agreement** is canceled based on one or more of the above reasons by the **Us**, **We** will mail written notice of cancellation to **You** at least fifteen (15) days prior to the effective date of cancellation. **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using either the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation.

NEW HAMPSHIRE

Item 4. of the Miscellaneous provision is amended by adding the following language:

In the event **You** do not receive satisfaction under the **Agreement**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03304-7317.

NEW MEXICO

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price paid within forty-five (45) days after the return of this **Agreement** to **Us**. If **We** fail to refund the **Agreement** purchase price within that time, **We** will pay to **You** a penalty in the amount 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. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation. less a cancellation fee of seventy-five dollars (\$75).
2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) if **You** fail to pay an amount when due; (B) if **You** are

convicted of a crime which results in an increase in the service required under this **Agreement**; (C) discovery of fraud or material misrepresentation by **You** in obtaining this **Agreement** or in presenting a claim for service; or (D) discovery of an act or omission by **You** or if **You** violate any condition of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. If **We** cancel this **Agreement** based on one or more of the above reasons, **We** will mail written notice of cancellation to **You** at least fifteen (15) days prior to the effective date of cancellation. **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation.

NEW YORK

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. 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**. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation. less a cancellation fee of seventy-five dollars (\$75).
2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; or (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation. less a cancellation fee of seventy-five dollars (\$75).

NORTH CAROLINA

Under the Cancellation of **Your Agreement** section, paragraph 1 is deleted and replaced with the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written

request to the Selling Dealer, or directly to the Administrator or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the refund amount, whichever is less. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75) or ten percent (10%) of the refund amount, whichever is less.

OKLAHOMA

Disclosure Statement: This **Agreement** is not issued by the Manufacturer or Wholesale Company marketing the product. This **Agreement** will not be honored by such Manufacturer or Wholesale Company.

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the refund amount, whichever is less.
2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use; or (D) the **Vehicle** was not eligible for **Coverage** selected. If this **Agreement** is canceled by **Us**, **We** will refund 100% of the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation.

SOUTH CAROLINA

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. 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**. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).
2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; or (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

The following is added to the Agreement:

In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department, P.O. Box 100102, Columbia SC 29202-3105, or 800-968-3467.

TEXAS

Under the Miscellaneous provision item 4. is deleted and replaced with the following:

4. This **Agreement** is not an insurance policy. However, **Our** obligations under this **Agreement** are insured under a service agreement reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 N. Outer Forty Road, St. Louis, MO 63017, toll free (800)950-6060, if a covered claim is not paid to **You** within 60 days after the date of proof of loss.

Under the Cancellation of Your Agreement section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly

to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75). 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**. **You** may apply for reimbursement directly to Lyndon Property Insurance Company if a refund or credit is not paid before the 46th day after the date of which this **Agreement** is returned to **Us**.

2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; or (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

UTAH

In Utah this Agreement is between You and Protective Administrative Services, Inc.

NOTICE: Coverage afforded Under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. Upon Our failure to perform under this Agreement, Lyndon Property Insurance Company shall pay, on Our behalf, any sum We are legally obligated to pay or shall provide any service We are legally obligated to perform according to Our contractual obligations under this Agreement issued or sold by Us.

Under the Cancellation of **Your Agreement** section, paragraph 2 is deleted and replaced with the following:

2. **We** may cancel this **Agreement** based upon one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a material change in the nature or extent of the required service or repair which occurs after the effective date of this **Agreement** which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the **Agreement** was issued; and (D) a substantial breach of duties

by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled based on one or more of the above reasons by **Us**, **We** will mail written notice of cancellation to **You** at least thirty (30) days prior to the effective date of cancellation. **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

The first paragraph under Arbitration is deleted and replaced with the following:

Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of the National Arbitration Forum ("NAF"), under the code procedure in effect at the time the claim is filed. A copy of the code of procedure is available on request from Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.

Under Arbitration, item a. is deleted and replaced with the following:

- a. If You dispute Our determination to deny You benefits under this Agreement, you must submit written notice to Us of Your intent to arbitrate that dispute.

Under Arbitration item d. is amended to state that Arbitration shall be voluntary.

Under Arbitration the following language is deleted in its entirety.

IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

The following is added to the Agreement:

You may include the Agreement price with the financing of the Vehicle, or pay the entire amount of the Agreement separately.

VERMONT

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We**

will refund the entire **Agreement** purchase price. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

- We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of this **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use; or (D) the **Vehicle** was not eligible for **Coverage** selected. We will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least forty-five (45) days (fifteen(15) day for nonpayment of Agreement price) before, this Agreement is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of Agreement price, notice shall be by certified mail or certificate of mailing. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

The Arbitration provision is amended to state that arbitration binding upon the parties only if both parties agree to the arbitration process.

WASHINGTON

Under DEFINITIONS page 1 the following definitions are added:

REIMBURSEMENT POLICY: means a policy of insurance issued to a SELLING DEALER to provide reimbursement to the SELLING DEALER to pay on behalf of the SELLING DEALER all contractual obligations issued or sold by the SELLING DEALER under the terms of this AGREEMENT issued or sold by the SELLING DEALER.

SERVICE AGREEMENT PURCHASE PRICE (PROVIDER FEE): means the consideration that the consumer pays for the AGREEMENT.

Under the Miscellaneous provision item 4 is deleted and replaced with the following:

This **Agreement** is not an Insurance Policy. However, **our** obligations under this **Agreement** are guaranteed by an insurance policy issued by Lyndon Property Insurance Company, 14755 North Outer Forty, Suite 400, St. Louis, MO 63017, Policy Number 55-WA-VW601-0906. **You** may file a claim directly with Lyndon Property Insurance Company.

Under the Filing a Mechanical Breakdown Claim section the first paragraph is deleted and replaced with the following:

If Your Vehicle incurs a Mechanical Breakdown, You must take the following steps to file a claim. All claims must be authorized by Us prior to starting the repair(s). No portion of a covered claim will be reimbursed without prior authorization.

Under the Filing a Mechanical Breakdown Claim, the first sentence of item #4 is deleted and replaced by the following:

Obtain authorization from the Administrator: Prior to any repair being made, instruct the Dealer to contact the Administrator to obtain authorization for the claim.

Under WHAT IS NOT COVERED, item #12, is amended by adding the following: Your failure to perform maintenance must involve the failed part(s).

Under General Provision, fourth paragraph is deleted and replaced with the following:

Within the first 60 days, the Administrator retains the right to return the Service Agreement Registration to the Selling Dealer if, upon receipt by the Administrator the Vehicle is found to be ineligible due to but not limited to; the Vehicle does not meet the extended eligibility guidelines in terms of years and/ or miles, the term or deductible applied for is not available for the Vehicle, the Vehicle is used for purposes such as taxi, delivery, construction, hauling, etc.

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

- You** may cancel this **Agreement** at any time by forwarding **Your** written request either to the **Selling Dealer** or directly to the **Administrator** or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. 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 the **Administrator** or to **Us**. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). We will waive the cancellation fee if you cancel within the first nine (9) days and have not incurred a claim.
- We** may cancel this **Agreement within the first 60 days** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use; or (D) the **Vehicle** was not eligible for **Coverage** selected. After 60 days we are fully obligated under this contract. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement**

purchase price to **You** calculated on a pro-rata basis. The refund will be the amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation. Written notice of such cancellation shall include the actual reason for cancellation and shall be mailed or delivered to **You** not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for nonpayment of the **Agreement** purchase price, or not less than forty-five (45) days prior to the effective date of cancellation where such cancellation is for any other reason.

Under Arbitration the following language is deleted in its entirety:
IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Under the Arbitration provision the following language is added:
The State of Washington is the jurisdiction of any civil action in connection with this Agreement.

WISCONSIN

NOTICE: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Under the **Agreement** Holder's Responsibility section, paragraph 2 is deleted and replaced with the following:

2. For repairs over \$300, prior to any repair being made, instruct the **Dealer** to contact Us to obtain authorization for the claim. Any claim for repairs without prior authorization may not be covered. It is **Your** responsibility to obtain an authorization number from Us. We can be reached for claims authorization 24 hours per day, 7 days per week, 365 days per year. The amount authorized by **Us** is the maximum amount that will be paid for repairs covered under the terms of this **Agreement**.

Under Filing A Mechanical Breakdown Claim provision, paragraph 4 is deleted and replaced with the following:

4. Obtain authorization from the **Administrator**: For repairs over \$300, prior to any repair being made, instruct the **Dealer** to contact the **Administrator** to obtain authorization for the claim. Any claim for repairs without prior authorization may not be covered. It is **Your** responsibility to obtain an authorization number from the **Administrator**. The **Administrator** can be reached for claims authorization 24 hours per day, 7 days per week, 365 days per year. The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Agreement**. Any additional amount may not be covered if **You** fail to obtain additional

prior authorization from the **Administrator**. In the event of an irreconcilable dispute between **Us** and the **Dealer**, **We** shall have the right to take possession and remove **Your Vehicle** and then move it to another **Dealer**.

Under the What is Not Covered section, paragraph 12(K) is deleted and replaced by the following:

(K) UNAUTHORIZED REPAIRS ONLY IF WE ARE PREJUDICED BY YOUR FAILURE TO OBTAIN AUTHORIZATION;

Under the Cancellation of **Your Agreement** section, paragraph 1 is deleted and replaced with the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50).

WYOMING

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You** may cancel this **Agreement** at any time by forwarding **Your** written request to the Selling Dealer, or directly to the Administrator or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. 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**. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee seventy-five dollars (\$75).

2. **We** may cancel this **Agreement** based upon one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; or (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this

Agreement is canceled by **Us, We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

Under the Arbitration provision item d. is deleted and replaced with the following

d. Arbitration is nonbinding.

Protective Administrative Services, Inc.
 In Florida and Oklahoma The Advantage Warranty Corporation
 (Florida License #60071)
 In California and New York Western Diversified Services, Inc.
 (In California, provider license # 0482124)
 In Washington Protective Administrative Services, Inc.
 (Administrator and Service Provider) P.O. Box 770, Deerfield, IL, 60015
 (800) 323-5771

We look forward to serving Your service Agreement needs and if You have any questions do not hesitate to contact Us at 888-756-5529 for Mechanical Breakdown claims. For Emergency Roadside Assistance, Tire & Wheel and Concierge benefits, please call 866-815-5207.

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INTRODUCTION

Congratulations...

on the purchase of **Your** new or previously-owned **Vehicle** and on selecting **Our** service **Agreement** to give **You** peace of mind and security in the event of a **Mechanical Breakdown**.

This coverage booklet, together with **Your** completed **Registration Page**, constitutes **Your** complete **Agreement**.

This **Agreement** is for **Your** benefit only and covers only **Your Vehicle**, as set forth on the registration page which is a part of this **Agreement**. **Please refer to the "Transfer of Your Agreement" section for information regarding transfer of this Agreement upon sale of Your Vehicle to another party.**

DEFINITIONS

The following definitions apply to words frequently used in this **Agreement** and which appear in **bold-faced type**:

Administrator - Means Protective Administrative Services, Inc. (California license # 0482124). In Florida and Oklahoma the **Administrator** means The Advantage Warranty Corporation (Florida License #60071). In New York **Administrator** means Western Diversified Services, Inc. The Administrator's address is P.O. Box 770, Deerfield, IL 60015, 1-800-323-5771. In Washington Administrator also means Service Provider.

Agreement - Means this **Agreement** booklet and **Your** completed and signed **Registration Page**.

Business Use - Business Use Coverage means the covered Vehicle is used for daily, weekly, or monthly rentals, short term (12 months or less) lease or primarily used for business purposes, e.g. a traveling salesperson. Includes all vehicles registered in the name of a commercial enterprise. **Coverage does not include taxi, shuttle, delivery services, principally used off road or hauling.** Business Use is excluded unless the Business Use surcharge is paid.

Coverage - Means the **Coverage You** selected, as shown on the **Registration Page**

Covered Component - Means a component or part covered by the terms of this **Agreement**.

Dealer - Means a vehicle sales and/or service facility authorized by **Us** to sell and/or service **Our Agreements**.

Deductible - Means the amount **You** are required to pay, as shown on the **Registration Page**, per repair visit for a **Mechanical Breakdown**. If **You** return to the **Selling Dealer** for repairs, the deductible stated on the **Registration Page** will be reduced by \$25 per visit for a covered **Mechanical Breakdown**. **You** are not required to return to the **Selling Dealer** for repairs. Once a **Covered Component** is repaired or replaced under the terms of this **Agreement**, there will be no **Deductible** for future repair visits relating to that **Covered Component**.

Mechanical Breakdown - Means the failure of a **Covered**

Component to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a **Covered Component** as a result of normal wear and tear.

Registration Page - Means the numbered document which is part of this **Agreement**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

Selling Dealer - Means the Dealer that sold **You** this **Agreement**.

Vehicle - Means the towable travel trailer, park model trailer, 5th wheel, slide in camper, folding camper, pop up camper, tent trailer, live in horse trailer, horse trailer or utility trailer which is described on the **Registration Page**.

We, Us, Our - Means the Administrator. In Maine and Mississippi **We, Us, Our** means the **Selling Dealer**. In Washington, **We, Us, Our** also means Service Provider.

You, Your - Means the **Agreement** Holder shown on the **Registration Page** or the person to whom this **Agreement** was properly transferred.

GENERAL PROVISIONS

This Agreement is between You and Us and is subject to all the provisions contained in Your Agreement.

The **Administrator** is not a party to a guaranteed price refund offered or made by the **Dealer** who sold **You** this **Agreement** or by a third party in connection with this **Agreement**. The **Administrator** is not obligated or liable for the payment of a guaranteed price refund unless the **Administrator** issues a guaranteed price refund in a separate document signed by an Officer of the **Administrator**.

Important! The issuance of an Agreement by Us or payment of a previous claim shall not be deemed as a waiver of Our right to refuse to pay any claim or cancel this Agreement should it subsequently be discovered that there has been a material misrepresentation or fraud, by You or the Selling Dealer, at the time of sale of this Agreement or if the Vehicle for which this Agreement was purchased was not eligible for Coverage.

The Administrator retains the right to return the Service Agreement Registration Page to the Selling Dealer if, upon receipt by the Administrator the Vehicle is found to be ineligible due to but not limited to; the Vehicle does not meet the extended eligibility guidelines in terms of years and/or miles, the term or Deductible applied for is not available for the Vehicle, the Vehicle is used for purposes such as taxi, delivery, construction hauling, etc.

AGREEMENT PERIOD

Coverage under this **Agreement** begins on the **Agreement** sale date and will expire according to the time of the term selected, as shown on the **Registration Page**.

1. Expiration of **Agreements** on new **Vehicle** terms of **Coverage** (or used **Vehicles** that are eligible for new **Vehicle** plans) is measured in time from the original in-service date (the date that the **Vehicle** was first put into service as a new **Vehicle**). If the **Vehicle** is new and has never been in-service, the effective date will be the same date the **Vehicle** is purchased. If no in-service date, or an invalid manufacturer's warranty start date, is stated on the **Registration Page**, it will be agreed and understood that the in-service date is July 1 of the model year of the **Vehicle**.
2. Expiration of **Agreements** on used **Vehicles** is measured in time from the **Agreement** sale date.

COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is determined by the **Coverage** selected on the **Registration Page** and is more fully described in the "Schedule of Coverages" section of this **Agreement**.

LIMITS OF LIABILITY

The maximum reimbursable amount per claim should a **Mechanical Breakdown** occur will be the lesser of: the total cost of repairs and benefits; the replacement value of the **Covered Components**; or the actual cash value of the covered **Vehicle**, less the deductible. Actual cash value is determined by any nationally-recognized pricing guides valuation of the **Vehicle** immediately preceding the current **Mechanical Breakdown**. The total of all claims and benefits paid or payable under this **Agreement** shall not exceed the original purchase price stated on the **Registration Page** for the **Vehicle**.

MISCELLANEOUS

1. This **Agreement** booklet, together with **Your** completed **Registration Page**, constitutes the entire **Agreement** between the parties with respect to the matters set forth herein and supersedes all prior documents and written and verbal statements.
2. If any provision of this **Agreement** is held invalid under the laws of any state where this **Agreement** is sold, such provision is hereby amended to conform to such laws without affecting or invalidating any other provision of this **Agreement**.

3. The validity, interpretation and performance of this **Agreement** shall be controlled by and construed under the laws of the state in which this **Agreement** was sold.
4. This **Agreement** is not an insurance policy. However, **Our** obligations under this **Agreement** are backed by Lyndon Property Insurance Company (Insurance Company), 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. In New York **Our** obligations under this **Agreement** are backed by Old Republic Insurance Company (Insurance Company), administrative address 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If a covered claim is not paid, **You may file a claim directly with the Insurance Company.**

OUR RIGHT TO RECOVER PAYMENT

If **You** have a right to recover against another party for anything **We** have paid under this **Agreement**, **Your** rights shall become **Our** rights. **You shall do whatever is necessary to enable Us to enforce these rights.** We shall recover only any excess after **You** are fully compensated for **Your** loss.

AGREEMENT HOLDER'S RESPONSIBILITY

Your responsibility is to properly operate, care for and maintain the Vehicle as prescribed in the Vehicle's Owner's Manual. You must perform, at Your expense, and prove that You have so performed, the maintenance recommended by the manufacturer. Failure to perform required maintenance may result in a loss of all or part of Your Coverage and benefits.

Storage Procedures: If Your Vehicle is stored for a period of six months or more You must follow the Manufacturers/RV dealers' recommendations for proper storage of Your Vehicle. When returning Your Vehicle for usage, Your Vehicle must be properly serviced, failure to follow these guidelines will result in denial of Coverage if a Covered Component has failed due to improper storage or servicing procedures.

For repairs over \$300 (before the Deductible is applied), prior to any repair being made, instruct the Dealer to contact the Administrator to obtain prior authorization for the claim. No portion of a covered claim will be reimbursed without prior authorization including but not limited to the \$300. ANY CLAIM FOR REPAIRS WITHOUT PRIOR AUTHORIZATION WILL NOT BE COVERED. It is Your responsibility to obtain an authorization number from the Administrator. The Administrator can be reached for claims authorization 24 hours per day, 7 days per week, 365 days per year. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Agreement.

SCHEDULE OF COVERAGES

We will pay or reimburse You for reasonable costs of parts and labor charges to repair or replace any Mechanical Breakdown of a Covered Component listed below, less any Deductible, in accordance with the Coverage selected by You as shown on the Registration Page and the terms and provisions of this Agreement. Coverage will include the cost of tear down and assembly, as well as gaining access to the Covered Components listed below for Mechanical Breakdowns covered under this Agreement. Coverage will be provided on the following basis:

We may require the use of new, rebuilt, remanufactured, or parts of like kind and quality to fulfill Our repair requirements under this Agreement. Like kind and quality means parts deemed by the Administrator to be of equal quality as the Covered Component that failed, immediately before the failure, taking into account the parts' wear and age.

ALL COMPONENTS IN THE CATEGORIES LISTED BELOW ARE COVERED BY THIS AGREEMENT. THOSE COMPONENTS LISTED IN THE EXCLUDED COMPONENTS SECTION ARE NOT COVERED. SEE THE REGISTRATION PAGE FOR THE COVERAGE AND COMPONENT GROUP NUMBERS YOU SELECTED.

STANDARD TRAILER ONLY COMPONENT COVERAGE Component Groups 1 - 5

1. **Chassis Frame:** all components in the lift crank system (**For Pop-Up Campers**); brackets; coupler; hubs; jack; spring hangers; welds; wheelbase frame landing gear; and winch stand.
2. **Auxiliary Powerplant/Power Steps Components:** all internally lubricated parts of the powerplant engine; gauges; generator electrical components; head and/or cylinder block if damaged by the failure of an internally lubricated part; hydraulic door; interior monitor/control panel; inverter; P.C. Board(s); Power Step System: **COVERAGE IS ONLY AVAILABLE FOR POWER STEP SYSTEMS WHICH ARE FACTORY INSTALLED OR FACTORY APPROVED DEALER INSTALLED;** power converter; starter; switches; and voltage regulator.
3. **Suspension Components:** actuators; coil and leaf springs; rubberized suspension components; spindles, axle shafts; and wheel bearings.
4. **Brake System Components:** backing plates; drums; hydraulic or electrical brake actuators; and master cylinder.
5. **Seals & Gaskets:** seals, gaskets and sealing boots except as listed in the Excluded Component section of this **Agreement.**

Live-In Trailer Component Coverage

Component Groups 1 - 13

6. **Water Heater Components:** burner assembly; control panel; electronic ignition assembly; fittings and connections; gas valve; heating elements; P.C. Board(s); switches; tank; thermocouple; thermostat; and wiring harness.
7. **Waste System Components:** fittings and connections; gate valves; holding tanks; shower; sink(s); and toilet.
8. **Fresh Water System Components:** compressor; faucets; fittings and connections; traps; water lines; water pump; and water tank.
9. **Air Conditioning/Ventilation Components:** accumulator; blower motor; capacitors; compressor; condenser; control panel and P.C. Board(s); ducts; electronic module; evaporator; expansion valve; heat strips; heat pump; pressure cycling switch; receiver dryer; relays; switches; thermostat; and ventilation fans.
10. **Range and Oven Components:** burner assembly; burner valves; L.P. fittings and connections; microwave oven; P.C. Board(s); power hood; thermocouple; and thermostat.
11. **L.P. Gas System Components:** fittings and shut-off system; gas lines; mounting brackets; pig tails; regulators; and valves and gauges.
12. **Heating System Components:** blower motor; burner assembly; furnace ignitor; gas valve; heat pumps; heat strips; L.P. fittings and connections; P.C. Board(s); thermocouple; and thermostat.
13. **Refrigerator Components:** burner assembly; cooling unit; igniter; L.P. fittings and connections; P.C. Board(s); thermocouple; and thermostat.

OPTIONAL PACKAGES: Optional Package Coverages only apply if You have paid the **Selling Dealer** an Optional Package surcharge (**unless component group #18 is selected**) and the **Coverage** is indicated on the **Registration Page of Your Agreement**. The **Covered Components** listed below are covered by this **Agreement**.

14. **Deluxe Component Package:** alarm sensors; awning mechanism (**EXCLUDING COVER**); carbon monoxide/smoke detector; central locking system; central vacuum cleaner system; compass; dishwasher; door handles and lock; door hinges; electrical outlets; electronic/remote entrance; external barbecue; freezer; garbage disposal; ice maker; interior/exterior light fixtures (**EXCLUDING BULBS**); kitchen center; rear monitor system; spot light system; thermometer; trash compactor; and washer/dryer (**EXCLUDING BELTS AND HOSES**).
15. **Leveling Jack System:** Coach Leveling Jack System. All components of the Coach Leveling Jack System are covered by this **Agreement**. **NOTE: COVERAGE IS ONLY AVAILABLE FOR LEVELING JACK SYSTEMS WHICH ARE FACTORY INSTALLED OR FACTORY APPROVED DEALER INSTALLED;** electrical, hydraulic, mechanical.
16. **Slide Out Room(s):** mechanical, electrical, hydraulic; Slide Out Room Extension System(s), Raised Roof Extension System, all components of the slide out room(s) and raised roof extension system are covered by this **Agreement**.
17. **Audio/Video:** antenna motors; rear stereo system (**EXCLUDING**

SPEAKERS); TV (**27" OR LESS**); and VCR/VCP.

PLATINUM Coverage Component Groups 1 - 18

18. **Platinum Coverage:** Platinum Coverage includes **all** Component Groups (1-13) above and **all** Optional Packages (14-17) above. In addition to the listed **Covered Components** below, **any other components not listed in the "Excluded Components"** and "What is not Covered sections are covered by this **Agreement**.

A/C components; assistive devices; automatic electrical switches and electrical connections; automatic winterize systems; auxiliary power breakers and wiring harness (New units only); awning hardware; awning motor; awning wind sensor; back-up alarm (**factory installed**); body mounts; CD changer (**factory installed**); ceiling fans (**factory installed**) (**motor only**); cigarette lighter; circuit breakers; clock 110V (**not in VCR**); coffee maker (**factory installed**); compartment freezers; compartment pneumatic supports; complete Aqua-Hot heating system; complete Morryde suspension system; control panel for inverter; converter/inverter complete (**except fuses**); cooling fan temperature switch; data ports; delay relay; diesel powered gen set's fuel system; dual cassette player (**factory installed**); DVD player (**factory installed**); electric fireplace; electrical boxes, wiring, electrical wiring in coach; entrance floor motor; external entertainment system; external freshwater system; fresh water pressure tank; fiberglass tub, freezer, refrigerator and icemaker door seals, exterior door (**broken metal only**), gas cut-off valve, re-ignitor, solenoid valve assembly, thermostats, water valve, ice maker (**metal only**), monitor panel and harness; front door locks; fuel filler tube and neck (**for leaks and cracks only**); furnace limit switch; generator fuel pump/carburetor; generator hour meter and remote switch; guidebars and rollers; heating and cooling and air conditioning (**roof**) metal hoses, metal couplings and fittings, capacitors, impellers, damper, cable-arm, overload switches, heat element assembly, gas valve, limit and sail switch, door (**metal only**), all automatic electrical switches; holding tank sensors; hot water heater pop-off valve; horn, solenoids, electrical hoses; hydraulic valves and blocks; intercom (**factory installed**); jake brakes; lavatory bowl; L.P. fireplace, burner assembly, gas valve L.P. gas tanks and connections; lighting control panel; metal spotlight; metal ash tray; metal worm gear; mud flaps; navigational system (**factory installed**); No Fuss flush system, OEM electronic key FOBS; oven burner, oven hood and fan (**metal only**); phone jacks; Plasma/LCD TV (**factory installed**); power cord; range safety valve, range igniter, heating element, fan and pole motor, orifice, springs, (**worn and broken**), range manifold assembly, gas regulator, valves and range bi-fold cover (**metal only**), refrigerator 110 volt heat element; rear garage door system; reverse osmosis water system; roof horn system, roof TV antenna and head, manual or automated rotators, mercury switch, elevating gear (**metal only**), interior metal crank; safe; satellite radio; satellite system; security systems (**factory installed**); shore cord retractor; shower head, shower pan, shower stall, outside shower system (**metal only**); slide tray arm; sleep number beds; solar cells; solar panels; sub floor and basement compartment

gas struts (**worn or weak**), suspension shackles; swing hitch; tire pressure monitor; TV (**any size**); TV antenna (**factory installed**); two-piece shower enclosures; water heater orifice, DSI, control valve, re-ignitor, pressure relief valve; water purifier (**metal only**), hot water dispenser (**metal only**), water lines and fittings (**metal only**), drain valves and manifold tube (**metal only**), lines (**metal only**), on/off valve (**metal only**); weather center (**factory installed**); and Web TV (**factory installed**).

**19. OPTIONAL TIRE & WHEEL PROGRAM (Reimbursable Coverage)
Call 866-815-5207.**

TIRE & WHEEL PROTECTION PROGRAM: (No Deductible applies to the Tire & Wheel Protection Program.)

The following represents the Term, Coverage, Benefits, Exclusions and Claim Procedure of Your Optional Tire & Wheel Protection Program in accordance with the Coverage selected by You on the Agreement Registration Page.

(If You did not select this optional program and pay the appropriate fee, the following benefits do not apply to Your Agreement.)

Authorization required prior to any repairs being performed.

COVERAGE PERIOD

The term of this **Agreement** is continuous from the date of sale for a period of time as indicated on the **Registration Page**, not to exceed 7 years. We will dispatch a vehicle as long as this Agreement is in effect by use of **Our** toll free number (866) 815-5207, please provide the dispatcher with your **Agreement number**. This Emergency Hotline will dispatch prompt service to help in changing an inflated spare or tow to the closest service station if **Your Vehicle** is not equipped with a spare tire.

COVERAGES AND LIMITATION OF LIABILITY

Road Hazard is defined as a condition on a highway or roadway which should not exist, such as potholes, rocks, nails, metal parts, wood debris, plastic, glass and other objects, or any item causing tire and/or wheel damage other than normal wear and tear and collision.

FLAT TIRES: You will be reimbursed for the charges incurred to repair a flat tire caused by a road hazard while operating the covered **Vehicle** on public streets and in a legal manner. This benefit is extended to the Tow Vehicle or Towed Vehicle while **Vehicle** is in the process of towing or being towed in conjunction with the covered **Vehicle** listed on the **Registration Page** of this **Agreement**.

TIRE REPLACEMENT: You will be reimbursed for the costs incurred to replace a tire, if a tire covered by this **Agreement** becomes unrepairable due to a road hazard such as a cut, snag, bruise, impact (not collision), tear or puncture. This coverage is valid through the tread life of a tire (down to 3/32"). Tire replacement will be done with a tire of like kind, quality and cost to the original tire. The replacement cost shall be determined using industry retail replacement costs. If **You** choose to upgrade the replacement, the increase in cost will be **Your** responsibility. Tire inspection may be required to validate claim approval. Fraudulent
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claims will be prosecuted to the fullest extent or the law. **Administrator will not use remanufactured or used replacement parts.** If replacement tire is upgraded beyond OEM standards or exceeds "like, kind and quality" replacement value, **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM tire. This benefit is extended to the Tow Vehicle or Towed Vehicle while the **Vehicle** is in the process of towing or being towed in conjunction with a covered **Vehicle**. The aggregate tire replacement benefit for the Tow Vehicle or Towed Vehicle combined is limited to a maximum of four (4) occurrences during the term of this **Agreement**.

Tires replaced on **Your Vehicle** due to a covered claim or non-covered claim under this **Agreement** will be covered for any remaining term of this **Agreement**.

WHEELS (RIMS): **You** will be reimbursed for the repair or replacement of wheels rendered unserviceable due to the road hazard failure of a wheel covered under this **Agreement**. Wheel inspection may be required for claim approval. **Administrator will not use remanufactured or used replacement parts.** If replacement wheel is upgraded beyond OEM standards or exceeds "like, kind and quality" replacement value, **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM wheel. This benefit is extended to the Tow Vehicle or Towed Vehicle while the **Vehicle** is in the process of towing or being towed in conjunction with a covered **Vehicle**. The aggregate wheel benefit for the Tow Vehicle or Towed Vehicle combined is limited to a maximum of four (4) occurrences during the term of this **Agreement**.

MOUNTING AND BALANCING: **You** will be reimbursed for the cost of mounting, balancing and valve stems for any tire replaced under this **Agreement**.

TAXES: **You** will be reimbursed for the cost of local and state taxes, as directed by state agencies.

CONDITIONS NOT COVERED

This **Agreement** does not cover the following:

- a) damage incurred outside the United States or Canada,
- b) damage resulting from off-road use, racing, collision with curb or another vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on a construction site, malicious mischief, vandalism, fire, theft, chain damage, manufacturer defects, driving on tires which are improperly inflated,
- c) tires and/or wheels which are oversized, or otherwise not recommended by the manufacturer,
- d) tires and/or wheels transferred from another vehicle,
- e) tires and/or wheels when the tires have less than 3/32 inch tread depth remaining,
- f) damage to tires and/or wheels that do not affect their performance or safety,

- g) damage to tires in either the side wall or tread area due to dry rot,
- h) replacement covered by a warranty issued by the manufacturer,
- i) Any tire and wheel damage, which is covered by the contract holder's insurance coverage or a vehicle service contract
- j) Any consequential loss or damage whatsoever, including lost, damage, or injury to person or property resulting from the failure of any of the parts of the **Vehicle** described herein, the replacement of which are covered under the terms of this **Agreement**.

TIRE & WHEEL REIMBURSEMENT PROCEDURES

Prior notification is required before any tire repair or tire/wheel replacement can be made. For Tire & Wheel coverage consideration, **YOU must call 866-815-5207** for a Tracking number. Within thirty (30) days of the covered incident, the following documentation must be mailed to: **VAS, Attn: PRV Reimbursement, 4287 Beltline Drive, #198, Addison, TX, 75001**

- A) Copy of this **Agreement**
- B) Copy of tire repair invoice - (if applicable)
- C) Copy of the tire/wheel replacement invoice including:
 - 1) tread depth of the damaged tire/wheel
 - 2) detailed description and cause of tire/wheel damage
 - 3) any other information reasonably requested

Administrator reserves the right to inspect all damaged tires and/or wheels.

AGREEMENT HOLDER'S RESPONSIBILITIES

Proper tire care is necessary to obtain the maximum mileage and wear from a tire. It is **Your** obligation to see that **Your** tire/wheel assemblies are kept in balance and that **Your** tires are operated at the proper inflation pressures. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 2/32". Any conditions that cannot be corrected demands replacement for the safety of the **Vehicles** occupants. Replaced tires are covered for time remaining on the warranty.

ADDITIONAL AGREEMENT BENEFITS

The additional Agreement benefits are not subject to Deductibles.

EMERGENCY ROADSIDE ASSISTANCE (Sign & Drive Coverage) call 866-815-5207

All Emergency Roadside Assistance is available twenty-four (24) hours per day/seven (7) days a week anywhere in the United States (including Alaska & Hawaii) or Canada. (Services not available in areas where state providers are exclusively utilized, such as selected state toll roads or highways). No Deductible will apply to these benefits.

TOWING COVERAGE:

A: YOUR VEHICLE:

In the event Your Vehicle requires towing/*winch-out services due to a covered Mechanical Breakdown due to a defect in material and workmanship, the Administrator will provide benefits up to a maximum of \$500 for each covered tow resulting from a covered Mechanical Breakdown. (The maximum payout per occurrence of all towing benefits is \$500 for Your Covered Vehicle and the tow vehicle. * Winch-out service benefits apply as long as Your Vehicle can be safely reached from an established, paved public thoroughfare, paved street, highway, paved road or public or private parking lot. Winch-out service benefits do not apply if Your Vehicle is more than 25 feet from an established thoroughfare, intentionally driven off of a paved road, or when Your Vehicle can not be safely reached due to the location or weather conditions that do not allow for safe movement of Your Vehicle)

B: TOW VEHICLE:

Towing will be extended to the tow vehicle for any reason (other than accident, collision or physical damage of any kind) as long as the tow vehicle is:

- 1. in the process of towing Your covered Vehicle at the time of loss; and**
- 2. the tow vehicle is less than fifteen (15) years old at the time of loss.**

ADDITIONAL ROADSIDE BENEFITS:

The following are additional road service benefits available to You during the term of Your Agreement. The maximum benefit for any one occurrence is \$300.

Road Service Benefits:

- Jump Starts
- Flat Tire Changes (using Your inflated spare)
- Vehicle fluid delivery (cost of fluids extra)
- Lockout Assistance (key cutting/key replacement extra)

CONCIERGE SERVICES: (Courtesy Support Coverage) Call 866-815-5207

All Concierge Service Benefits are available twenty-four (24) hours per day / seven (7) days a week. For Concierge Service Benefit Assistance, please call 866-815-5207.

CONCIERGE SERVICES: Call to obtain assistance with: ATM & Business Locators, Car Rental / Hotel / Restaurant Reservations, Rental Car Return, Guaranteed Hotel Check-In, Flight / Hotel Rebooking - during an emergency, Missed Connections Coordination, Emergency Return Travel Arrangements, Turn-By-Turn Driving Directions, Traffic Reports, Restaurant / RV Campground Referrals, RV Storage Facility Locators, RV Personal Delivery Service, Prescription Delivery, Wireless Device Assistance, Historical Site & Pet Care Locators, Golf Course Tee Time Reservations/Referrals, Ticket Coordination (theater/music/sports), and Local

Note: YOU are responsible for payment of arranged benefits that require additional billing, such as the actual cost of hotel rooms, rental cars, etc. Payment is to be made directly to the Provider per Provider requirements.

RV TECHNICAL ASSISTANCE: Call this 'hotline' for technical diagnosis and instruction from a team of RVIA / ASE / Master certified technicians. This service provides first level assistance with basic troubleshooting and common operational issues. It addresses concerns such as power problems, various appliance issues, slide out room retraction or extension, and much. Be prepared to provide RV chassis type, year, make, & model; a brief problem description; and RV location. (The RV owner or operator performing technical adjustments or modifications does so at their own risk.)

SERVICE ASSISTANCE OPTIONS: Call to obtain assistance with dealer/repair facility locator services.

TRAVEL EXPENSE: You will receive reimbursement from Us for a maximum of five (5) days for expenses for meals and lodging (hotel/motel) incurred by You and Your family for a maximum daily rate of \$200 per day if:

1. You cannot operate Your Vehicle due to a Mechanical Breakdown covered under this Agreement and You are more than one hundred (100) miles from home; AND
2. Meals and lodging are required because the Mechanical Breakdown causes a delay en route. The day of the Mechanical Breakdown shall be considered as the first of the five (5) day period. The expense must be incurred between the time of the Mechanical Breakdown and the time when the repairs are completed or by the end of the fifth calendar day subsequent to the Mechanical Breakdown, if repairs are not completed. Reimbursement will be provided upon proof of paid dated receipts.

SERVICE CALL: In the event of a Mechanical Breakdown of a Covered Component, We will reimburse You for actual expenses for a service call, not to exceed \$100 per occurrence in addition to normal parts and labor charges.

FOOD SPOILAGE: In the event of a Mechanical Breakdown of a Covered refrigerator or freezer Component, We will reimburse You for actual expenses for food or beverage spoilage, not to exceed \$100. Reimbursement will be provided upon proof of paid dated receipts.

FUEL/L.P. GAS: If Your Vehicle breaks down due to a fuel tank failure or requires fuel to be drained due to a failed Covered Component, We will reimburse You up to \$100 for fuel and/or L.P. gas replacement.

MANUFACTURER'S DEDUCTIBLE: In the event of a Mechanical Breakdown of a Covered Component, We will reimburse You for the Deductible that the manufacturer charges, not to exceed \$100. You must provide a repair order.

FILING A MECHANICAL BREAKDOWN CLAIM: Call 888-756-5529

All claims over \$300 must be authorized by Us prior to starting the repair(s). No portion of a covered claim will be reimbursed without prior authorization including but not limited to the \$300 (before the deductible is applied).

If Your Vehicle incurs a Mechanical Breakdown, You must take the following steps to file a claim.

1. **Prevent further damage:** Take immediate action to prevent further damage. This Agreement will not cover the damage caused by Your failure to secure a timely repair of the failed Covered Component.
2. **Take Your Vehicle to the Selling Dealer or any Authorized Dealer You choose (All repairs must be performed by an authorized Dealer):** If Your Vehicle has a Mechanical Breakdown, return Your Vehicle to the Selling Dealer, or You may take Your Vehicle to any Authorized Dealer You choose for repairs. You are not required to return to the Selling Dealer for repairs.
3. **Provide a copy of this Agreement:** Provide the Dealer with a copy of this Agreement and/or the Agreement number.
4. **Obtain authorization from the Administrator:** For repairs over \$300, prior to any repair being made, instruct the Dealer to contact the Administrator to obtain authorization for the claim. Any claim for repairs without prior authorization will not be covered. It is Your responsibility to obtain an authorization number from the Administrator. The Administrator can be reached for claims authorization 24 hour per day, 7 days per week, 365 days per year. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Agreement. Any additional amount must receive additional prior approval from the Administrator. In the event of an irreconcilable dispute between Us and the Dealer, We shall have the right to take possession and remove Your Vehicle and then move it to another Dealer.
5. **Authorize tear-down and/or inspection:** In some cases, You may need to authorize the Dealer to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Mechanical Breakdown is not covered under this Agreement. We reserve the right to require an

inspection of **Your Vehicle** prior to any repair being made. If **We** require an inspection, it is at **Our** sole expense.

6. **Review Coverage:** After authorization for the claim has been obtained from the **Administrator, review with the Dealer what will be covered by this Agreement.**
7. **Pay any applicable Deductible: You must pay to the Dealer a Deductible per repair visit. We** will reimburse the **Dealer** or **You** for the cost of the work performed on **Your Vehicle** which is covered by this **Agreement** and was previously authorized, less the **Deductible**. Once authorization is obtained and the repair is completed, within thirty (30) days **You** or the repair facility must submit **all signed repair orders and other requested receipts or documents to Us to be eligible for payment.**
8. If **You** cannot take **Your Vehicle** back to the **Selling Dealer** and an alternate **Dealer** has called **Us** and obtained an authorization number for completion of repairs but will not accept **Our** standard method of payment, follow A or B listed below.

A. **We** can make payment to the **Dealer** by **Our** credit card

OR

B. **You** can pay for the repairs and send the repair order, signed by **You**, along with any other documentation to **Us** for reimbursement.

If **You** have any questions regarding these procedures, please contact **Us** at the Claims Assistance phone number listed below.

NOTICE: All claims reimbursements are calculated in U.S. Funds

NOTICE: The claims procedures identified in this section are only applicable to claims for **Mechanical Breakdowns** and Incidental Benefits.

**FOR MECHANICAL BREAKDOWN CLAIM ASSISTANCE, PLEASE CALL
(888) 756-5529**

We suggest all Dealers verify the information contained on the Registration Page pertaining to this Agreement, the Vehicle, and Coverage for claims under \$300.

EXCLUDED COMPONENTS

THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR THE FOLLOWING PARTS/COMPONENTS:

1. **ANY OF THE FOLLOWING PARTS: GLASS, LENSES, LIGHT BULBS, ALL FUSES, BRAKE ROTORS, WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL, CHROME, UPHOLSTERY AND CARPET, PAINT, OUTSIDE ORNAMENTATION, BUMPERS, BODY SHEET METAL AND PANELS,**

CAULKING, SEALANTS, WASHERS, GROUTING, EXTERNAL BOLTS, CLIPS, LOOSE FASTENERS AND CONNECTIONS, BATTERY, DISTRIBUTOR CAP AND ROTOR, EXHAUST AND EMISSION SYSTEM, FUEL CELLS, VORAD COLLISION WARNING SYSTEMS, FILTERS, SPARK PLUGS, SPARK PLUG WIRES, OR GLUING COMPOUNDS, TIRES, WHEELS OR RIMS,. (TIRES AND WHEELS OR RIMS ARE ONLY COVERED IF THE OPTIONAL TIRE AND WHEEL COVERAGE PLAN IS PURCHASED. ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE FROM A TIRE OR WHEEL FAILURE IS SPECIFICALLY EXCLUDED.)

2. **ANY OF THE FOLLOWING REPAIRS OR REPLACEMENTS: SQUEAKING OF FLOORS; UNEVEN FLOORS; BOWED WALLS OR CEILINGS; WARPING OR CRACKING OF FLOORS; WALLS; CEILING; OR WOOD FRAMING. ANY DEFICIENCY IN FINISH CARPENTRY; WOODWORK; MILLWORK; LOUVERS; VENTS; SIDING; ROOFING MATERIALS; SEALANTS; SHEET METAL; WINDOWS; DOORS; HARDWARE; WEATHER-STRIPPING; SEALS AND/OR GASKETS TO INCLUDE SLIDE OUTS, DOORS, WINDOWS, DRAWERS AND APPLIANCES; GLAZING; DELAMINATION; DISCOLORATION OF ANY MATERIAL; HARD SURFACE FLOORING; RESILIENT FLOORING; FINISHED WOOD FLOORING; CARPENTRY; CEILING MATERIALS; PAINT FINISHES; WALL COVERING; CABINETS; VANITIES; BEDDING; WINDOW SHADES, TREATMENTS AND DRAPERIES; UPHOLSTERY; FABRIC AND FURNITURE. (SEALS AND GASKETS ARE COVERED FOR SLIDE OUTS AND APPLIANCES IF THE PLATINUM LEVEL OF COVERAGE IS PURCHASED.)**
3. **ANY COSMETIC DAMAGE TO LIGHT FIXTURES OR CEILING FANS, CABLE, SATELLITE, OR TELEPHONE WIRING.**
4. **ANY REPAIR OR REPLACEMENT TO ROLLERS, RACKS OR SHELVES, BASKETS, BUCKETS, GLASS, MICROWAVE OR OVEN MEAT PROBES OR ROTISSERIES, HANDLES, KNOBS, OR DIALS.**
5. **MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER, AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE, BUT ARE NOT LIMITED TO, ALIGNMENTS, WHEEL BALANCING, BRAKE PADS, BRAKE LININGS OR SHOES. FILTERS, LUBRICANTS, COOLANTS, FLUIDS, AND REFRIGERANTS WILL BE COVERED ONLY IF REPLACEMENT IS REQUIRED IN CONNECTION WITH A MECHANICAL BREAKDOWN, MISCELLANEOUS SHOP SUPPLY CHARGES OR HAZARDOUS WASTE DISPOSAL FEES.**

WHAT IS NOT COVERED

1. **MECHANICAL BREAKDOWNS OUTSIDE THE UNITED STATES AND CANADA.**
2. **MECHANICAL BREAKDOWN THAT EXISTS AT THE TIME OF RETAIL SALE, WHETHER OR NOT THE MECHANICAL BREAKDOWN WOULD OTHERWISE BE ADDRESSABLE BY THIS AGREEMENT.**
3. **ANY LOSS RESULTING FROM THE CONTINUED OPERATION IN AN**

OVERHEATED CONDITION OR THE LACK OF PROPER AND NECESSARY AMOUNTS OF COOLANTS, LUBRICANTS OR FLUIDS.

- 4. ADJUSTMENTS, TUNE-UPS, ALIGNMENTS, CASTER & CAMBER ADJUSTMENTS (UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR), ROAD HAZARDS, STORAGE, AND FREIGHT.**
- 5. ANY LOSS CAUSED BY DETONATION, PRE-IGNITION, OR LEAN OR IMPROPER FUEL MIXTURE, CLOGGED FILTERS, IMPROPER OR CONTAMINATED FUELS OR OTHER FLUIDS.**
- 6. MECHANICAL BREAKDOWNS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, FACTORY BULLETINS, PARTS WARRANTY (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE), ANY VEHICLE SERVICE AGREEMENT, WRITTEN WARRANTY, OR ANY VALID AND COLLECTIBLE INSURANCE POLICY, AND ANY DUPLICATE REPAIRS WITHIN A 90 DAY PERIOD OR DUPLICATE REPAIRS UNDER A SPECIFIED MANUFACTURERS PARTS WARRANTY (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE) OR ANY OBSOLETE PART.**
- 7. DAMAGES OR LOSS RESULTING FROM FAULTY OR NEGLIGENT REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS.**
- 8. DAMAGE TO A NON-COVERED COMPONENT BY A COVERED COMPONENT(S) FAILURE OR DAMAGE TO A COVERED PART BY A NON-COVERED COMPONENT(S) FAILURE. CONSEQUENTIAL DAMAGE TO A NON-COVERED COMPONENT BY A COVERED COMPONENT.**
- 9. ANY COVERED COMPONENT WHICH IS NOT BROKEN DOWN BUT WHICH A REPAIR FACILITY RECOMMENDS OR REQUIRES TO BE REPAIRED OR REPLACED TO GUARANTEE A WARRANTY ON THE REPAIR. ADDITIONAL SERVICE WORK REQUIRED BY YOU OR THE DEALER OTHER THAN NECESSARY TO SATISFY THIS AGREEMENT COVERED REPAIRS.**
- 10. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PHYSICAL DAMAGE, PROPERTY DAMAGE, LOSS OF USE OF DESCRIBED VEHICLE, LOSS OF TIME, LOSS OF PROFITS OR WAGES, INCONVENIENCE, AND COMMERCIAL LOSS.**
- 11. USE OF EQUIPMENT AND ACCESSORIES NOT INSTALLED OR RECOMMENDED BY THE MANUFACTURER OR DEALER, OR IMPROPER INSTALLATION OF THESE ITEMS BY THE MANUFACTURER OR DEALER. REPAIRS RESULTING FROM USING THESE ITEMS, EVEN IF THE PARTS WERE ON THE DESCRIBED VEHICLE WHEN PURCHASED.**
- 12. REPAIRS REQUIRED AS A RESULT OF (A) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (B) FIRE, ACCIDENT, ABUSE NEGLIGENCE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, ENVIRONMENTAL DAMAGE, POLLUTION, WAR, NUCLEAR DAMAGE; (C) FAILURE TO PROPERLY OPERATE THE VEHICLE; (D) MODIFICATION OR ANY ALTERATION TO THE VEHICLE NOT RECOMMENDED OR APPROVED BY THE**

MANUFACTURER; (E) USING THE VEHICLE FOR SPEED EVENTS, SUCH AS RACES, OR ACCELERATION TRIALS; (F) RUST, CHEMICALS, SALT, SAP, SAND, DIRT, OR OTHER OBSTACLES, COSMETIC OR PAINT CHANGES, ELECTROLYSIS, CORROSION, SMOKE, OR SOOT; (G) COLLISION; (H) FREEZING OR ICE DAMAGE; (I) WATER DAMAGE; (J) REVERSE POLARITY AND/OR POWER SURGES AND/OR OVER-LOADED CIRCUITS (FAILURE OF THREE OR MORE ELECTRICAL COMPONENTS AT THE SAME TIME WILL BE CONSIDERED A SURGE OR IMPROPER VOLTAGE SUPPLY CONDITION).; (K) UNAUTHORIZED REPAIRS; (L) DETERIORATION, CONDENSATION, CONTAMINATION; (M) THE FAILURE OR LOOSENING OF EXTERNAL FASTENERS AND/OR BOLTS. (N) LOOSE WIRING AND/OR REATTACHMENT/RELOCATION OF LOOSE WIRING.

- 13. BUSINESS USE UNLESS BUSINESS USE SURCHARGE IS PAID.**
- 14. FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN A MECHANICAL BREAKDOWN HAS OCCURRED.**
- 15. ANY REPAIR OR REPLACEMENT OF ANY COVERED COMPONENT, IF A MECHANICAL BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT COMPONENT HAS NOT EXCEEDED THE FIELD TOLERANCES ALLOWED BY THE MANUFACTURER.**
- 16. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR ON YOUR VEHICLE (EVEN IF DONE PRIOR TO YOUR PURCHASE OR YOU ARE NOT AWARE OF THE ALTERATION) IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO, THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, BENT AXLES FROM OVERLOADING OR OTHER OUTSIDE INFLUENCES. TRAILER HITCHES, HYDRAULIC GOOSENECK, FIFTH WHEEL GOOSENECK RECEIVER, EMISSIONS AND/OR EXHAUST SYSTEM MODIFICATIONS, OR ENGINE MODIFICATIONS (YOUR NOT KNOWING ABOUT ANY MODIFICATION TO YOUR VEHICLE DOES NOT SUPERSEDE THE ABOVE EXCLUSION).**
- 17. ANY PERMANENT EXTERIOR UTILITY SERVICES FOR YOUR VEHICLE. THIS INCLUDES, BUT IS NOT LIMITED TO: SERVICE CALLS, JUNCTION BOXES, METERS, VALVES, PIPING, SEWER AND/OR WATER CONNECTIONS, WIRING, ANTENNAS, HVAC UNITS, SATELLITE DISHES, ETC.**

CANCELLATION OF YOUR AGREEMENT

- 1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us. If this Agreement is canceled by You within the first sixty (60) days, We will refund the entire Agreement purchase price, less a cancellation fee of seventy five dollars (\$75). If this Agreement is canceled after the first sixty (60) days, We will refund the unearned Agreement purchase price to You calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days**

this **Agreement** was in force, less a cancellation fee of seventy five dollars (\$75).

2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of this **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a substantial breach of duties by **You** under this **Agreement** relating to the **Vehicle** or its use; or (D) the **Vehicle** was not eligible for **Coverage** selected. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using either the number of days this **Agreement** was in force, less a cancellation fee of seventy five dollars (\$75).
3. If the **Vehicle** and this **Agreement** have been financed, the Lender shown on the **Registration Page** may cancel this **Agreement** if the **Vehicle** is declared a total loss or is repossessed.

TRANSFER OF YOUR AGREEMENT

Unexpired Agreement Coverage may be transferred at the time of sale to the subsequent private purchaser of the Vehicle, provided this **Agreement** has not been canceled. Contact the **Selling Dealer** or the **Administrator** prior to selling or otherwise transferring **Your Vehicle** to obtain a transfer form.

To transfer, the following must be submitted to Us within 30 days of the change of ownership to a subsequent individual purchaser:

- 1) Original **Agreement** and **Registration Page**; and
- 2) Transfer form; and
- 3) \$50 transfer fee made payable to **Administrator**.

All remaining manufacturer's warranty must also be transferred at the same time the ownership of the Vehicle is transferred. Copies of all maintenance records showing all actual maintenance (as recommended by the manufacturer) must be given to the new owner. These maintenance records must be retained, along with similar documentation, for future maintenance work which the new owner may have performed in accordance with the manufacturer's maintenance requirements. If necessary, these documents may be verified by the Administrator.

ARBITRATION

It is understood and agreed that the transaction evidenced by this Agreement takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Agreement or the sale thereof, including for recovery of any claim under this Agreement and including the applicability of this arbitration clause and the validity of this Agreement,

shall be resolved by neutral binding arbitration by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues of arbitrability will be decided by the arbitrator.

- a) If **You** dispute **Our** determination to deny **You** benefits under this Agreement, **You** must submit written notice to **Us** of **Your** intent to arbitrate that dispute no later than sixty (60) days following **Our** determination. **Your** failure to meet this time requirement will prevent **You** from disputing **OUR** determination, whether through arbitration or otherwise.
- b) The arbitration shall take place in a location near **Your** residence before a single arbitrator selected in accordance with the NAF Code of Procedure. NAF rules and forms may be obtained and all claims shall be filed at any NAF office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405. The NAF may be reached at 651-631-1105 or 800-474-2371.
- c) Except for the filing fee and the costs **You** may incur to present **Your** case, the cost of the arbitration shall be borne by **Us**, provided, however, that should the arbitrator find that **You** have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by **You**.
- d) It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e) All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator of the commencement and completion of the arbitration hearing. Neither party may recover punitive or exemplary damage awards in any arbitration proceeding.
- f) The agreement to arbitrate will survive the termination of this Agreement.

IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

If **You** purchased this **Agreement** in one of the states identified below, the Special State Requirements and Disclosures for that state apply to **Your Agreement**.

ALABAMA

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced by the following:

- 1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. 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**. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of twenty-five dollars (\$25).
- 2. We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price or (B) a material misrepresentation made by **You** to **Us** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of twenty-five dollars (\$25).

ALASKA

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced by the following:

- 1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days, **We** will refund the entire **Agreement** purchase price, less a cancellation fee of thirty-five dollars (\$35) or 7.5% of the unearned premium whichever is less. If this **Agreement** is canceled after the first sixty (60) days, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force, less a cancellation fee of thirty-five dollars (\$35) or 7.5% of the unearned premium whichever is less.
- 2. We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of this **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use; or (D) the **Vehicle** was not eligible for **Coverage** selected. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price

to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force, less a cancellation fee of thirty-five dollars (\$35) or 7.5% of the unearned premium, whichever is less.

Refunds will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Under the What is Not Covered section, item 10 is amended by adding the following:

IN ADDITION, THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, ATTORNEYS' FEES OR PERSONAL INJURY, INCLUDING BODILY INJURY OR PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE AGREEMENT).

Under the Arbitration provision item d. is deleted and replaced with the following:

- d. Arbitration is voluntary and non-binding.

Under Arbitration the last paragraph is deleted and replaced with the following:

IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION IN ALASKA.

ARIZONA

Under the General Provisions section the third paragraph is deleted in its entirety.

Under the What is Not Covered section, item 2 is deleted in its entirety.

Under the What is Not Covered section, item 16 is deleted and replaced by the following:

16. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR ON YOUR VEHICLE, WHILE OWNED BY YOU, IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO, THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, BENT AXLES FROM OVERLOADING OR OTHER OUTSIDE INFLUENCES, TRAILER HITCHES, EMISSIONS AND/OR EXHAUST SYSTEM MODIFICATIONS, OR ENGINE MODIFICATIONS.

Under Arbitration item b. is deleted and replaced with the following:

- b. The arbitration shall take place in Arizona before a single arbitrator

selected in accordance with the NAF Code of Procedure. NAF rules and forms may be obtained and all claims shall be filed at any NAF office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405. The NAF may be reached at 651-631-1105 or 800-474-2371.

Under Arbitration, Item d. is deleted and replaced with the following:

- d. Arbitration is voluntary and both parties must mutually agree to the arbitration procedure. It is understood and agreed that the arbitration shall be binding upon the parties.

Under Arbitration the following language is deleted in its entirety:

If this AGREEMENT is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury. Both parties waive any right to a jury trial in any such proceeding.

ARKANSAS

Under Cancellation of Your Agreement, items 1 and 2 are revised by amending the cancellation fee to fifty dollars (\$50.00).

Under Arbitration item d. is deleted and replaced with the following:

- d. Arbitration is voluntary and nonbinding.

Under Arbitration the following language is deleted in its entirety:

If this Agreement is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury. Both parties waive any right to a jury trial in any such proceeding.

CALIFORNIA

Under the Definitions section, the definition for **Mechanical Breakdown** is deleted and replaced with the following:

Mechanical Breakdown: Means the failure of a Covered Component under normal service due to defects in material and workmanship. A Covered Component has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered Component.

Under the Additional **Agreement** Benefits section, the following disclaimer is included:

NOTICE: Due to restrictions placed by state law, Food Spoilage and Fuel/L.P. Gas benefits are not available in California.

Paragraph 4 of the MISCELLANEOUS provision is deleted and replaced with the following:

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 60 days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800)927-4357.

Item 2 under WHAT IS NOT COVERED is deleted and replaced with the following:

2. MECHANICAL FAILURE THAT EXISTS AT THE TIME OF RETAIL SALE, WHETHER OR NOT THE FAILURE WOULD OTHERWISE BE ADDRESSABLE BY THE AGREEMENT.

Cancellation of **Your Agreement** section is deleted and replaced with the following:

1. **YOU** may cancel this **AGREEMENT** at any time in accordance with the following terms:
 - a. **Contact the selling dealer or ADMINISTRATOR in writing, within sixty (60) days after the requested cancellation date, enclose this AGREEMENT .**
 - b. If this **AGREEMENT** is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire **AGREEMENT** charge paid. If this **AGREEMENT** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **AGREEMENT** charge according to the pro rata method reflecting the number of days the Agreement was force, less an administration fee of twenty-five dollars (\$25.00) or 10% of the **AGREEMENT** charge, whichever is less.
2. We may cancel this **AGREEMENT** within the first sixty (60) days under the following conditions:
 - a. Notice of cancellation is mailed to **YOU** postmarked before the 61st day after the date the **AGREEMENT** was sold by the dealer.
 - b. **WE** will refund the entire **AGREEMENT** charge paid within thirty (30) days from the date of cancellation. However, if **WE** have paid a claim, or have advised **YOU** in writing that **WE** will pay a claim, **WE** may provide a pro rata refund reflecting the number of days the Agreement was force, less the amount of any claims paid prior to cancellation.
 - c. The **AGREEMENT** ceases to be valid no less than five (5) days after

- the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.
 3. **WE** may at any time cancel the **AGREEMENT** for nonpayment by **YOU**, conditioned upon each of the following:
 - a. Notice of cancellation is mailed to **YOU**.
 - b. If this **AGREEMENT** is canceled within the first sixty (60) days and no claims have been filed, **WE** will refund the entire **AGREEMENT** charge paid. If this **AGREEMENT** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **AGREEMENT** charge according to the pro rata method reflecting the number of days the Agreement was force, less an administration fee of twenty-five dollars (\$25.00) or 10% of the **AGREEMENT** charge, whichever is less.
 - c. The refund is paid within 30 days of the date of cancellation.
 - d. The **AGREEMENT** ceases to be valid no less than five (5) days after the postmark date of the notice.
 - e. The notice states the specific grounds for the cancellation.
 4. **WE** may at any time cancel the **AGREEMENT** for material misrepresentation or fraud by **YOU**, conditioned upon each of the following:
 - a. Notice of cancellation is mailed to **YOU**.
 - b. A pro rata refund reflecting the number of days the Agreement was force is paid within thirty (30) days of the date of cancellation.
 - c. The notice states the specific nature of the misrepresentation.
 5. If **WE** cancel the **AGREEMENT**, **WE** are liable for any claim reported to a person designated in this **AGREEMENT** for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by the **AGREEMENT**. **YOU** are deemed to have reported a claim if **YOU** have completed the first step required under the **AGREEMENT** for reporting a claim.
 6. If the Vehicle and this **Agreement** have been financed, the Lender shown of the **Registration Page** may cancel this **Agreement** if the **Vehicle** is declared a total loss or is repossessed.
 7. If **We** are canceling this **Agreement** pursuant to subdivision 3, 4, or 5 and **We** have paid a claim, or have advised **You** in writing that **We** will pay a claim, **We** may provide a pro rata refund reflecting the number of days the Agreement was force, less the amount of any claims paid prior to cancellation rather than a full refund.

COLORADO

Under the Miscellaneous provision the following is added to item 4.
The policy number 55-05-VW600-0104.

CONNECTICUT

The following is added to the Agreement:
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Section 42-221 of the Connecticut General Statutes requires an automobile **Dealer**, unless otherwise excepted, to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used vehicles with a sale price of \$3,000, but less than \$5,000:

Provides coverage for 30 days or 1,500 miles, whichever comes first.

Used vehicles with a sale price of \$5,000 or more:

Provides coverage for 60 days or 3,000 miles, whichever comes first.

The **Vehicle 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 period has expired. **You** have been charged separately only for this **Agreement**. The required **Dealer** warranty is provided free of charge. Furthermore, the definitions, coverage and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required **Dealer** warranty.

Under the **Agreement** Period section the following is added:

- 3) If the term of this **Agreement** is less than 12 months, the term will be automatically extended for the period during which the **Vehicle** is in the custody of a service center for repair.

Under the Cancellation of **Your Agreement** section add the following to paragraph 1:

You may cancel this **Agreement** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen, or destroyed.

The following language is added to the **General Provisions** section of the **Agreement**. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of **Your** dispute, the **Agreement** purchase price, the cost of the **Vehicle** repair and a copy of this **Agreement**.

FLORIDA

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this **Agreement**.

The following disclosure is added to this Agreement:

You may not make any claim against the Florida Insurance Guarantee Association for any vehicle protection expenses.

Under the General Provisions section the following language is deleted:
The **Administrator** is not a party to a guaranteed price refund offered or

made by the **Dealer** who sold **You** this **Agreement** or by a third party in connection with this **Agreement**. The **Administrator** is not obligated or liable for the payment of a guaranteed price refund unless the **Administrator** issues a guaranteed price refund in a separate document signed by an Officer of the **Administrator**.

Under Additional Agreement Benefits the "Concierge Services" benefit is deleted in its entirety. Concierge services are not available in Florida.

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced by the following:

- 1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price, less a cancellation fee equal to five percent (5%) of the **Agreement** purchase price or twenty-five dollars (\$25), whichever is less. If this **Agreement** is canceled after the first sixty (60) days, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of ten percent (10%) of the pro-rata refund or twenty-five dollars (\$25), whichever is less.
- 2. We** may cancel this **Agreement** based on one or more of the following reasons: (A) there has been a material misrepresentation or fraud at the time of sale of this **Agreement**; (B) **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer; or (C) for non-payment of the **Agreement** purchase price by **You**, in which case **We** shall provide **You** with a notice of cancellation by certified mail. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation.

Under the Transfer of **Your Agreement** section, item 3. is deleted and replaced with the following:

- 3. \$40 transfer fee made payable to the Administrator**

Under Arbitration item d. is amended to state that Arbitration shall be nonbinding.

GEORGIA

This **Agreement** is between **You** and Protective Administrative Services, Inc.

Under What is Not Covered item 2 is deleted and replaced with the following:

- 2. Mechanical Breakdown, known to you, that exists at the time of retail sale, whether or not the Mechanical Breakdown would**

otherwise be addressable by the Agreement.

Under What is Not Covered item 12 (D) is amended to read:

D. Modification or any alteration to the vehicle made by your or with your knowledge not recommended or approved by the manufacturer.

Under What is Not Covered item 16 is amended by deleting the following language:

"Your not knowing about any modification to Your Vehicle does not supersede the above exclusion" and "Even if done prior to Your purchase or you are not aware of the alteration".

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

- 1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation.
- 2. We** may cancel this **Agreement** based on one or more of the following reasons: (A) for fraud or a material misrepresentation made by **You**; or (B) for non-payment of the **Agreement** purchase price. If **We** cancel this **Agreement**, **We** will mail written notice of cancellation to **You** at least ten (10) days prior to the effective date of cancellation if this **Agreement** is canceled due to non-payment of the **Agreement** purchase price, or thirty (30) days prior to the effective date of cancellation if this **Agreement** is canceled for any other reason. **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation.

The Arbitration provision is deleted in its entirety.

HAWAII

Under the Definitions section the definition of Mechanical Breakdown is deleted and replaced with the following:

Mechanical Breakdown: Means the failure of a Covered Component under normal service due to defects in material and workmanship. A Covered Component has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered Components.

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replace with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. 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**. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of seventy five dollars (\$75).
2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; or (C) a substantial breach of duties by **You** under this **Agreement**, relating to a **Covered Component** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force, less a cancellation fee of seventy five dollars (\$75).

Hawaii Revised Statutes requires an automobile **Dealer**, unless otherwise excepted, to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used vehicles with less than 25,000 miles at the time of sale:

Provides **Coverage** for 90 days or 5,000 miles, whichever comes first.

Used vehicles with 25,000 miles or more, but less than 50,000 miles at the time of sale:

Provides **Coverage** for 60 days or 3,000 miles, whichever comes first.

Used vehicles with 50,000 miles or more, but not more than 75,000 miles at the time of sale:

Provides **Coverage** for 30 days or 1,000 miles, whichever comes first.

The **Vehicle 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 period has expired. **You** have been charged separately only for this **Agreement**. The required **Dealer** warranty is provided free of charge. Furthermore, the definitions, **Coverage** and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required **Dealer** warranty.

IDAHO

Under Cancellation of Your Agreement, items 1 and 2 are revised by amending the cancellation fee to fifty dollars (\$50.00).

Notice: **Coverage** afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guaranty Association.

ILLINOIS

Under the Definitions section, the definition of **Mechanical Breakdown** is amended to include the following:

It does not include a gradual reduction in operating performance due to wear and tear.

Under the Cancellation of **Your Agreement** section, paragraph 1 is deleted and replaced with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** purchase price, whichever is less. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** purchase price, whichever is less.

Under the Arbitration provision the following language is deleted in its entirety:

IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

INDIANA

The following disclosure is added to this Agreement:

Your proof of payment to the Selling Dealer or to Us for the Agreement shall be considered proof of payment to the insurance company which guarantees

Our obligations to You, provided such insurance was in effect at the time You purchased this Agreement.

IOWA

Notice: The issuer of this **Agreement** is subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints, which are not settled by the issuer, may be sent to the Insurance Division. The Iowa Commissioner of Insurance may be contacted at the following address: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319-0065.

Under Cancellation of Your Agreement, item 1. is deleted and replaced with the following:

1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us. If this Agreement is canceled by You within the first sixty (60) days, We will refund the entire Agreement purchase price. If this Agreement is canceled after the first sixty (60) days, We will refund the unearned Agreement purchase price to You calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the Agreement was in force, less a cancellation fee of seventy-five (\$75.00). If You cancel this Agreement, We will mail You a written notice of termination within fifteen (15) days of the termination. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after the return of the Agreement to Us.

KENTUCKY

Under Additional **Agreement** Benefits, Emergency Roadside Assistance, Service Call, Food Spoilage and Fuel/L.P Benefits are deleted in their entirety. These benefits are not available in Kentucky.

LOUISIANA

Under Cancellation of Your Agreement, items 1 and 2 are revised by amending the cancellation fee to fifty dollars (\$50.00). In addition, the cancellation fee is waived if this Agreement is cancelled within 30 days of the effective date.

MARYLAND

The Cancellation of Your Agreement section is amended by adding the following:

The cancellation fee is waived if You cancel this Agreement in the first 20 days. A 10% penalty will be added to any refund that is in paid or credited within 45 days.

MASSACHUSETTS

NOTICE TO CUSTOMER: 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.

Under the Filing A Mechanical Breakdown Claim section, paragraphs 2 and 3 are deleted and replaced by the following:

2. Take **Your Vehicle** to the **Selling Dealer** if possible or practical or a **Dealer**: If **Your Vehicle** has a **Mechanical Breakdown**, return **Your Vehicle** to the **Selling Dealer** if possible or practical. If this is not possible, take **Your Vehicle** to any **Dealer** capable of performing the repairs.
3. Provide a copy of this **Agreement**: Provide **Dealer** with a copy of the **Agreement** and/or this **Agreement** Number if possible.

Under the What is Not Covered section, item #3 is deleted and replaced by the following:

3. **ANY LOSS RESULTING FROM THE CONTINUED OPERATION IN AN OVERHEATED CONDITION OR THE LACK OF PROPER AND NECESSARY AMOUNTS OF COOLANTS, LUBRICANTS OR FLUIDS. UNLESS THE OVERHEATED CONDITION OR LOSS OF COOLANTS, LUBRICANTS OR FLUIDS IS CAUSED BY FAILURE OF A COVERED COMPONENT.**

Under the What is Not Covered section, item #8 is deleted and replaced by the following:

8. **DAMAGE TO A NON-COVERED COMPONENT BY A COVERED COMPONENT(S) FAILURE. CONSEQUENTIAL DAMAGE TO A NON-COVERED COMPONENT BY A COVERED COMPONENT.**

Under the Cancellation of **Your agreement** section, the seventy-five (\$75) cancellation fee is deleted. A cancellation fee will not be charged in Massachusetts.

Under the Transfer of **Your Agreement** section, the fifty (\$50) transfer fee is deleted. A transfer fee will not be charged in Massachusetts.

MINNESOTA

Under the General Provisions section, paragraph 3 is deleted in its entirety.

Under Agreement Holder's Responsibility, the first paragraph is amended by adding the following:

If You do not have a copy of the Vehicle's owner's manual, contact Us and one will be provided to You.

Under the What is Not Covered section, item 2 is deleted in its entirety.

Under the What is Not Covered section, item 6 is deleted and replaced with the following:

- 6. MECHANICAL BREAKDOWNS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, FACTORY BULLETINS, PARTS WARRANTY, ANY VEHICLE SERVICE AGREEMENT, WRITTEN WARRANTY, OR ANY VALID AND COLLECTIBLE INSURANCE POLICY, AND ANY DUPLICATE REPAIRS WITHIN A 90 DAY PERIOD OR DUPLICATE REPAIRS UNDER A SPECIFIED MANUFACTURERS PARTS WARRANTY OR ANY OBSOLETE PART.**

Under the What is Not Covered section, item 8 is deleted and replaced with the following:

- 8. DAMAGE TO A NON-COVERED COMPONENT BY A COVERED COMPONENT(S) FAILURE. CONSEQUENTIAL DAMAGE TO A NON-COVERED COMPONENT BY A COVERED COMPONENT.**

Under the What is Not Covered section, item 10 is deleted and replaced with the following:

10. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Under the What is Not Covered section, item 12 is deleted and replaced with the following:

- 12. REPAIRS REQUIRED AS A RESULT OF (A) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (B) FIRE, ACCIDENT, ABUSE, NEGLIGENCE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, ENVIRONMENTAL DAMAGE, POLLUTION, WAR, NUCLEAR DAMAGE; (C) FAILURE TO PROPERLY OPERATE THE VEHICLE; (D) MODIFICATION OR ANY ALTERATION, WHILE OWNED BY YOU, TO THE VEHICLE NOT RECOMMENDED OR APPROVED BY THE MANUFACTURER; (E) ACCELERATION TRIALS; (F) CHEMICALS, SALT, SAP, SAND, DIRT, OR OTHER OBSTACLES, COSMETIC OR PAINT CHANGES, ELECTROLYSIS, SMOKE, OR SOOT; (G) COLLISION; (H) FREEZING OR ICE DAMAGE; (I) WATER DAMAGE; (J) REVERSE POLARITY AND/OR POWER SURGES AND/OR OVER-LOADED CIRCUITS (FAILURE OF THREE OR MORE ELECTRICAL COMPONENTS AT THE SAME TIME WILL BE CONSIDERED A SURGE OR IMPROPER VOLTAGE SUPPLY CONDITION).; (K) UNAUTHORIZED REPAIRS; (L) DETERIORATION, CONDENSATION, CONTAMINATION; (M) THE FAILURE OR LOOSENING OF EXTERNAL FASTENERS AND/OR BOLTS. (N) LOOSE WIRING AND/OR REATTACHMENT/RELOCATION OF LOOSE WIRING.**

Under the What is Not Covered section, item 16 is deleted and replaced with the following:

- 16. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR ON YOUR VEHICLE, WHILE OWNED BY YOU, IN A MANNER NOT**

RECOMMENDED BY THE MANUFACTURER, THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, BENT AXLES FROM OVERLOADING OR OTHER OUTSIDE INFLUENCES, TRAILER HITCHES, EMISSIONS AND/OR EXHAUST SYSTEM MODIFICATIONS, OR ENGINE MODIFICATIONS.

Under the Cancellation of **Your Agreement** section, item 2 is deleted and replaced with the following:

2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You** in the submission of a claim; or (C) a substantial breach of duties by **You** under this **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force, less a cancellation fee of seventy-five dollars (\$75).

The following is added under the Cancellation of **Your Agreement** section: A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within thirty (45) days after the return of the Agreement to Us.

Item d. under Arbitration is deleted and replaced with the following:

- d. Arbitration is voluntary and nonbinding.

Under the Arbitration provision the following statement is deleted in its entirety: If this **Agreement** is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury. Both parties waive any right to a jury trial in any such proceeding.

MISSISSIPPI

The Arbitration provision language is deleted and replaced with the following:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS SERVICE CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS SERVICE CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS SERVICE CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION BY THE NATIONAL ARBITRATION FORUM ("NAF"), UNDER THE CODE OF PROCEDURE IN EFFECT AT THE TIME THE CLAIM IS FILED. ALL PRELIMINARY ISSUES OF ARBITRABILITY WILL BE DECIDED BY THE ARBITRATOR.

- A) IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS**

UNDER THIS SERVICE CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B) THE ARBITRATION SHALL TAKE PLACE WITHIN 60 DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE BEFORE A SINGLE ARBITRATOR SELECTED IN ACCORDANCE WITH THE NAF CODE OF PROCEDURE. NAF RULES AND FORMS MAY BE OBTAINED AND ALL CLAIMS SHALL BE FILED AT ANY NAF OFFICE, WWW.ARB-FORUM.COM, OR P.O. BOX 50191, MINNEAPOLIS, MINNESOTA 55405. THE NAF MAY BE REACHED AT 651-631-1105 OR 800-474-2371.

C) EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATOR FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D) IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E) ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FOR INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F) THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS SERVICE CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

MISSOURI

The definition of Administrator is amended by adding the following:

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The Administrator is also the Obligor of this Agreement.

Under General Provisions, Miscellaneous, Item 4 is deleted and replaced with the following:

Our obligations under this service contract are guaranteed under a service contract reimbursement insurance policy. If We fail to pay or provide service within 60 days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

The following language is added to Cancellation of Your Agreement:

If You cancel this Agreement, We shall mail a written notice of cancellation to You within (15) days of the date of cancellation. A 10% penalty per month shall be added to a refund that is not paid within thirty (30) days of the return of the Agreement.

Under the Cancellation of Your Agreement section, item 1 is deleted and replaced with the following.

1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this Agreement is canceled by You within the first sixty (60) days, We will refund the entire Agreement purchase price. If this Agreement is canceled after the first sixty (60) days, We will refund the unearned Agreement purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

Item b. of the Arbitration provision is deleted and replaced with the following: Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Item d. of the Arbitration provision is deleted and replaced with the following: d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

NEBRASKA

THIS AGREEMENT IS NOT AN INSURANCE POLICY. HOWEVER, OUR OBLIGATIONS UNDER THIS AGREEMENT ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY (INSURANCE COMPANY), 14755 NORTH OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017, 800-950-6060.

Under Arbitration item d. is amended to state that Arbitration shall be voluntary and nonbinding.

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NEVADA

NOTICE: This **Agreement** is not subject to renewal.

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days, **We** will refund the entire **Agreement** purchase price within forty-five (45) days after the return of this **Agreement** to **Us**. If **We** fail to refund the **Agreement** purchase price within that time, **We** will pay to **You** a penalty in the amount 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. If this **Agreement** is canceled after the first sixty (60) days, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force, less a cancellation fee of seventy-five dollars (\$75).
2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) if **You** fail to pay an amount when due; (B) if **You** are convicted of a crime which results in an increase in the service required under this **Agreement**; (C) discovery of fraud or material misrepresentation made by **You** in obtaining this **Agreement** or in presenting a claim for service; (D) discovery of an act or omission by **You** or if **You** violate any condition of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**; or (E) a material change in the nature or extent of the required service or repair which occurs after the effective date of this **Agreement** which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the **Agreement** was issued or sold. If this **Agreement** is canceled based on one or more of the above reasons by the **Us**, **We** will mail written notice of cancellation to **You** at least fifteen (15) days prior to the effective date of cancellation. **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation.

NEW HAMPSHIRE

Item 4. of the Miscellaneous provision is amended by adding the following language:

In the event **You** do not receive satisfaction under the **Agreement**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03304-7317.

NEW MEXICO

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price paid within forty-five (45) days after the return of this **Agreement** to **Us**. If **We** fail to refund the **Agreement** purchase price within that time, **We** will pay to **You** a penalty in the amount 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. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation. less a cancellation fee of seventy-five dollars (\$75).
2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) if **You** fail to pay an amount when due; (B) if **You** are convicted of a crime which results in an increase in the service required under this **Agreement**; (C) discovery of fraud or material misrepresentation by **You** in obtaining this **Agreement** or in presenting a claim for service; or (D) discovery of an act or omission by **You** or if **You** violate any condition of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. If **We** cancel this **Agreement** based on one or more of the above reasons, **We** will mail written notice of cancellation to **You** at least fifteen (15) days prior to the effective date of cancellation. **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro rata basis The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation.

NEW YORK

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price.

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**. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; or (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

NORTH CAROLINA

Under the Cancellation of **Your Agreement** section, paragraph 1 is deleted and replaced with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the refund amount, whichever is less. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of seventy-five dollars (\$75) or ten percent (10%) of the refund amount, whichever is less.

OKLAHOMA

Disclosure Statement: This **Agreement** is not issued by the Manufacturer or Wholesale Company marketing the product. This **Agreement** will not be honored by such Manufacturer or Wholesale Company.

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** An odometer statement indicating

the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75) or ten percent (10%) of the refund amount, whichever is less.

2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use; or (D) the **Vehicle** was not eligible for **Coverage** selected. If this **Agreement** is canceled by **Us**, **We** will refund 100% of the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation.

SOUTH CAROLINA

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. 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**. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).
2. **We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; or (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force, less a cancellation fee of seventy-five dollars (\$75).

The following is added to the Agreement:

In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department, P.O. Box 100102, Columbia SC 29202-3105, or 800-968-3467.

TEXAS

Under the Miscellaneous provision item 4. is deleted and replaced with the following:

4. This **Agreement** is not an insurance policy. However, **Our** obligations under this **Agreement** are insured under a service agreement reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 N. Outer Forty Road, St. Louis, MO 63017, toll free (800)950-6060, if a covered claim is not paid to **You** within 60 days after the date of proof of loss.

Under the Cancellation of Your Agreement section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75). 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**. **You** may apply for reimbursement directly to Lyndon Property Insurance Company if a refund or credit is not paid before the 46th day after the date of which this **Agreement** is returned to **Us**.
2. **We** may cancel this **Agreement** by based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; or (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

UTAH

In Utah this Agreement is between You and Protective Administrative Services, Inc.

NOTICE: Coverage afforded Under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. Upon Our failure to perform under this Agreement, Lyndon Property Insurance Company shall pay, on Our behalf, any sum We are legally obligated to pay or shall provide any service We are legally obligated to perform according to Our contractual obligations under this Agreement issued or sold by Us.

Under the Cancellation of **Your Agreement** section, paragraph 2 is deleted and replaced with the following:

2. **We** may cancel this **Agreement** based upon one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a material change in the nature or extent of the required service or repair which occurs after the effective date of this **Agreement** which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the **Agreement** was issued; and (D) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled based on one or more of the above reasons by **Us**, **We** will mail written notice of cancellation to **You** at least thirty (30) days prior to the effective date of cancellation. **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be the amount produced using the number of days the **Agreement** was in force less a cancellation fee of seventy-five dollars (\$75).

The first paragraph under Arbitration is deleted and replaced with the following:

Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of the National Arbitration Forum ("NAF"), under the code procedure in effect at the time the claim is filed. A copy of the code of procedure is available on request from Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.

Under Arbitration, item a. is deleted and replaced with the following:

- a. If You dispute Our determination to deny You benefits under this Agreement, you must submit written notice to Us of Your intent to arbitrate that dispute.

Under Arbitration item d. is amended to state that Arbitration shall be voluntary.

Under Arbitration the following language is deleted in it entirety.

IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION,
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ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

The following is added to this Agreement:

You may include the Agreement price with the financing of the Vehicle, or pay the entire amount of the Agreement separately.

VERMONT

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

- 1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).
- 2. We** may cancel this **Agreement** based on one or more of the following reasons: (A) non-payment of this **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use; or (D) the **Vehicle** was not eligible for **Coverage** selected. We will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen(15) day for nonpayment of Agreement price) before, this Agreement is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of Agreement price, notice shall be by certified mail or certificate of mailing. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force, less a cancellation fee of seventy-five dollars (\$75).

The Arbitration provision is amended to state that arbitration binding upon the parties only if both parties agree to the arbitration process.

WASHINGTON

Under DEFINITIONS the following definitions are added:

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REIMBURSEMENT POLICY: means a policy of insurance issued to a **SELLING DEALER** to provide reimbursement to the **SELLING DEALER** to pay on behalf of the **SELLING DEALER** all contractual obligation incurred by the **SELLING DEALER** under the terms of this **AGREEMENT** issued or sold by the **SELLING DEALER**.

SERVICE AGREEMENT PURCHASE PRICE (PROVIDER FEE): means the consideration paid by a consumer for this **AGREEMENT**.

Under the Miscellaneous provision item 4 is deleted and replaced with the following:

This **Agreement** is not an Insurance Policy. However, **our** obligations under this **Agreement** are guaranteed by an insurance policy issued by Lyndon Property Insurance Company, 14755 North Outer Forty, Suite 400, St. Louis, MO 63017, Policy Number 55-WA-VW601-0906. **You** may file a claim directly with Lyndon Property Insurance Company.

Under the Filing a Mechanical Breakdown Claim section the first paragraph is deleted and replaced with the following:

If Your Vehicle incurs a Mechanical Breakdown, You must take the following steps to file a claim. All claims must be authorized by Us prior to starting the repair(s). No portion of a covered claim will be reimbursed without prior authorization.

Under the Filing a Mechanical Breakdown Claim, the first sentence of item #4 is deleted and replaced by the following:

Obtain authorization from the Administrator: Prior to any repair being made, instruct the Dealer to contact the Administrator to obtain authorization for the claim.

Under WHAT IS NOT COVERED, item #12 is amended by adding the following: Your failure to perform maintenance must involve the failed part(s).

Under General Provision, the fourth paragraph is deleted and replaced with the following:

Within the first 60 days, the Administrator retains the right to return the Service Agreement Registration to the Selling Dealer if, upon receipt by the Administrator the Vehicle is found to be ineligible due to but not limited to; the Vehicle does not meet the extended eligibility guidelines in terms of years and/ or miles, the term or deductible applied for is not available for the Vehicle, the Vehicle is used for purposes such as taxi, delivery, construction, hauling, etc.

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

- 1. You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us.** If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within

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thirty (30) days after return of this **Agreement to Us**. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). We will waive the cancellation fee if you cancel within the first nine (9) days and have not incurred a claim.

2. **We** may cancel this **Agreement within the first 60 days** based on one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use; or (D) the **Vehicle** was not eligible for **Coverage** selected. After 60 days, **We** are fully obligated to this contract. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be the amount produced using the number of days the **Agreement** was in force prior to cancellation. Written notice of such cancellation shall include the actual reason for cancellation and shall be mailed or delivered to **You** not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for nonpayment of the **Agreement** purchase price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason.

Under Arbitration the following language is deleted in its entirety:
IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Under the Arbitration provision the following language is added:
The State of Washington is the jurisdiction of any civil action in connection with this Agreement.

WISCONSIN

NOTICE: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Under the **Agreement** Holder's Responsibility section, paragraph 2 is deleted and replaced with the following:

2. For repairs over \$300, prior to any repair being made, instruct the **Dealer** to contact **Us** to obtain authorization for the claim. Any claim for repairs without prior authorization may not be covered. It is **Your** responsibility to obtain an authorization number from **Us**. **We** can be reached for claims authorization 24 hours per day, 7 days per week, 365 days per year. The amount authorized by **Us** is the maximum amount that will be paid for repairs covered under the terms of this

Agreement.

Under the Filing A Mechanical Breakdown Claim provision, paragraph 4 is deleted and replaced with the following:

4. Obtain authorization from the **Administrator**: For repairs over \$300, prior to any repair being made, instruct the **Dealer** to contact the **Administrator** to obtain authorization for the claim. Any claim for repairs without prior authorization may not be covered. It is **Your** responsibility to obtain an authorization number from the **Administrator**. The **Administrator** can be reached for claims authorization 24 hours per day, 7 days per week, 365 days per year. The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Agreement**. Any additional amount may not be covered if **You** fail to obtain additional prior authorization from the **Administrator**. In the event of an irreconcilable dispute between **Us** and the **Dealer**, **We** shall have the right to take possession and remove **Your Vehicle** and then move it to another **Dealer**.

Under the What is Not Covered section, item 12(K) is deleted and replaced by the following:

(K) UNAUTHORIZED REPAIRS ONLY IF WE ARE PREJUDICED BY YOUR FAILURE TO OBTAIN AUTHORIZATION;

Under the Cancellation of **Your Agreement** section, paragraph 1 is deleted and replaced with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us**. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

WYOMING

Under the Cancellation of **Your Agreement** section, paragraphs 1 and 2 are deleted and replaced with the following:

1. **You may cancel this Agreement at any time by forwarding Your written request to the Selling Dealer, or directly to the Administrator or directly to Us**. If this **Agreement** is canceled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. 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**. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of seventy-five dollars (\$75).

2. **We** may cancel this **Agreement** based upon one or more of the following reasons: (A) non-payment of the **Agreement** purchase price; (B) a material misrepresentation made by **You**; or (C) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us**, **We** will refund the unearned **Agreement** purchase price to **You** calculated on a pro-rata basis. The refund will be the amount produced using either the number of days the **Agreement** was in force, less a cancellation fee of seventy-five dollars (\$75).

Under the Arbitration provision item d. is deleted and replaced with the following

d. Arbitration is nonbinding.

SERFF Tracking Number: PRTB-125365015 State: Arkansas
Filing Company: Lyndon Property Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts
Product Name: XtraRide MH TT 2008
Project Name/Number: XR-FM2008/XR-FM2008

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTB-125365015 State: Arkansas
Filing Company: Lyndon Property Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts
Product Name: XtraRide MH TT 2008
Project Name/Number: XR-FM2008/XR-FM2008

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 12/13/2007

Comments:
Form filing Schedule attached

Attachment:
P&C Transmittal.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="width: 50%; border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
Protective	458

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Lyndon Property Insurance Company	MO	35769	43-1139865	

5. Company Tracking Number	XR-FM2008
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Angela Prater 14755 North Outer Forty Rd., Suite 400 St. Louis, MO 63017	Regulatory Analyst I	(800)950-6060 EXT. 5690	636-536-5630	Angela.Prater@protective.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Angela Prater

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	21.6 Motor Vehicle Service Contracts
10. Sub-Type of Insurance (Sub-TOI)	21.6000 Motor Vehicle Service Contracts
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: December 14, 2007 Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	December 3, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	XR-FM2008
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are submitting the captioned for your review and approval. This is a new program and does not replace anything currently filed or approved with your Department.

The XtraRide VSC product is a service contract that is sold to retail customers in recreational vehicle dealers and provides coverage for motor homes, towable travel trailers, pop-up and slide in campers, live-in horse trailers, park models and utility trailers. The XtraRide program has five levels of coverage for motor homes: Coach only, powertrain, deluxe powertrain, standard and platinum. The XtraRide program for travel/utility trailers offers three levels of coverage: Trailer Only, standard and platinum. The platinum level of coverage is an exclusionary program, the remaining coverage levels are named component coverage.

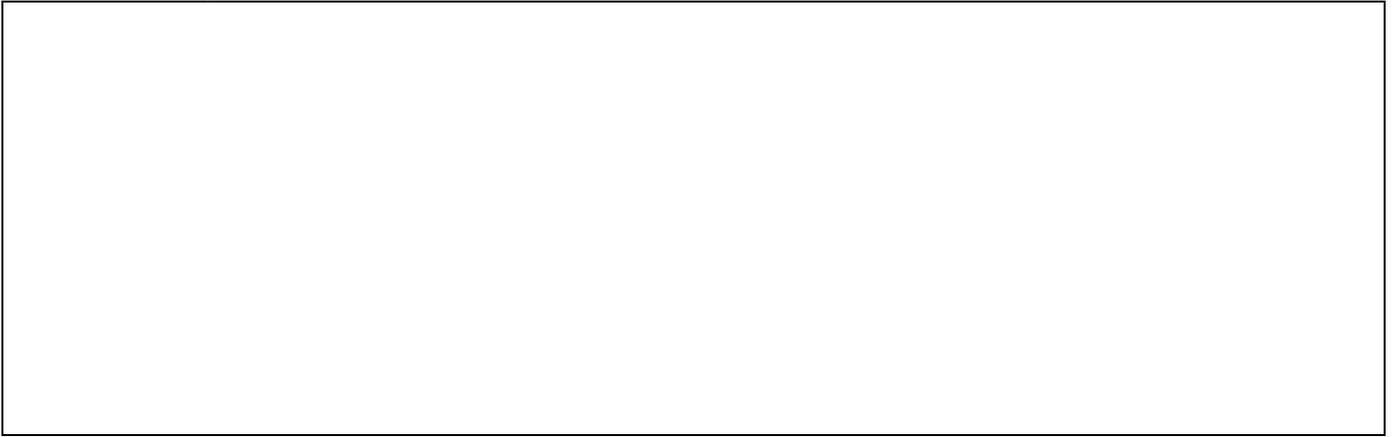
The XtraRide programs also offer ancillary benefits and optional program coverage upgrades. The ancillary benefits include roadside assistance, towing and rental reimbursement, trip interruption and concierge services for both the motor home and towable travel trailer programs. The optional programs include a tire and wheel roadside hazard program and deluxe component upgrade options.

Any logo, address and telephone number that appears on these forms may be subject to change.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.



*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**