

# SERVICE CONTRACT/APPLICATION

This document is an Application for a **Service Contract**. If this Application is accepted by the **Administrator**, then it will become **Your Service Contract (THIS STATEMENT IS NOT APPLICABLE IN ARIZONA)**. The words in boldface type (other than the headings in this **Service Contract/Application**) are defined in the **"Definitions"** section below.



Administered By: Phoenix American Warranty Company, Inc.  
6303 Blue Lagoon Drive • Suite 225 • Miami, FL 33126

**Contract Number: PCRVP-**

NAME OF PURCHASER (CONTRACT HOLDER)		PHONE (Including Area Code)		PURCHASE DATE						
ADDRESS		CITY		STATE	ZIP					
SELLING DEALER NAME		DEALER CODE		PHONE (Including Area Code)						
STREET ADDRESS		CITY		STATE	ZIP					
Motorhome	Travel Trailer	Slide-In	Fifth Wheel	Folding Camper	Horse Trailer	NEW	USED	YEAR/MAKE/MODEL		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
ODOMETER ON CONTRACT SALE DATE		CONTRACT PRICE		VEHICLE PURCHASE PRICE		TERM TIME		TERM MILEAGE		
MOTORHOME CHASSIS SERIAL # OR UNIT VIN #				CHASSIS FACTORY WARRANTY _____ MONTHS/_____ MILES						
				COACH FACTORY WARRANTY _____ MONTHS/_____ MILES						
LIENHOLDER NAME/ADDRESS							CITY/STATE/ZIP			
<b>\$100 STANDARD DEDUCTIBLE</b>			<b>MANDATORY COVERAGE</b>				<b>OPTIONAL COVERAGE</b>			
<input type="checkbox"/> \$0 Deductible <input type="checkbox"/> \$0 Disappearing Deductible <input type="checkbox"/> \$200 Deductible <input type="checkbox"/> \$400 Deductible <input type="checkbox"/> _____			<input type="checkbox"/> Front Diesel Engine <b>Extended Eligibility</b> <input type="checkbox"/> Rear Diesel Engine <input type="checkbox"/> 12,001 - 18,000 <input type="checkbox"/> _____ <input type="checkbox"/> 18,001 - 30,000 <input type="checkbox"/> _____ <input type="checkbox"/> 30,001 - 35,999				<input type="checkbox"/> Towing (up to \$500) <input type="checkbox"/> _____			

## PARTIES TO THE CONTRACT

This Service **Contract** is between the **Contract Holder** and the Service **Contract Administrator** (hereinafter referred to as **"Administrator"**). The **Administrator** of this **Contract** is Phoenix American Warranty Company, Inc., 6303 Blue Lagoon Drive • Suite 225 • Miami, FL 33126. Telephone (800) 552-5135. **Contract Term**: The term of this **Contract** commences on the **Contract** purchase date. The new Motorhome **Contract** expires when the selected time from **Contract** purchase date or miles on odometer lapses or accrues. All other plans are additional time and/or miles as selected by **You**.

I have agreed to and acknowledge the maintenance schedule, the claims process, the coverage provided, the time and mileage limitations, the exclusions of coverage, the cancellation provisions of this Contract, including the "Other State Requirements/Disclosures" section, and have read and understood said provisions. It is understood that the purchase of this Vehicle Service Contract is NOT a requirement to purchase or obtain financing. I understand that the above information may be subject to verification and that this Application may be rejected if any of the above information is incorrect or if the above Vehicle is not eligible for the term or coverage written as determined by the Administrator in its sole discretion. For residents in the State of Arizona, this Service Contract agreement is additionally subject to all the provisions of Arizona Administrative Code rule number R20-6-407(E)(4). INITIALS \_\_\_\_\_

Purchaser (Contract Holder) Signature	Date	Signature of Dealer Representative	Date
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THIS SERVICE **CONTRACT** IS INSURED FOR ITS LIABILITY UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY ISSUED BY **NATIONAL CASUALTY COMPANY** A MEMBER COMPANY OF THE Nationwide® Insurance group. IF **WE DO NOT SETTLE YOUR CLAIM(S)**, AS **ADMINISTRATOR** WITHIN SIXTY (60) DAYS (thirty (30) days in Arizona) OF **OUR RECEIPT OF YOUR PROOF OF LOSS**, **YOU MAY MAKE A CLAIM DIRECTLY AGAINST: NATIONAL CASUALTY COMPANY, P.O. BOX 4110, SCOTTSDALE, AZ 85268, (800) 423-7675.**

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION  
FOR CLAIMS SERVICE CALL: (800) 552-5135**

RVC100 (07/10)

White-Administrator    Canary-Dealer    Pink-Lienholder    Goldenrod-Customer

9P0088

The **Selling Dealer** agrees that all sums paid by **You** under the terms of this **Contract**, excluding a commission earned by the **Selling Dealer** and an administrative fee earned by **Us**, shall be submitted on **Your** behalf to **NATIONAL CASUALTY COMPANY** for the purpose of insuring the payment of **Your** claims under this **Contract**. Protection under this **Contract** is the primary responsibility of **NATIONAL CASUALTY COMPANY**. The **Selling Dealer** agrees that it has no authority to control the use of or withdraw such sums, or any portion thereof. **We** agree that in return for an administrative fee paid by **You**, this **Contract** will be administered on **Your** behalf. Please refer to the **"Contract Holder Obligations"** section of this **Contract**.

## DEFINITIONS

- **"Administrator"** means Phoenix American Warranty Company, Inc.
- **"Breakdown"** or **"Mechanical Breakdown"** means the failure of a **Covered Part** under normal service due to defects in materials and workmanship. A **Covered Part** 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 parts.
- **"Contract"** means this Application once it is accepted by **Administrator** (if at all).

- **"Contract Holder, You, Your, Yours and I"** mean the purchaser or holder of this **Contract**.
- **"Contract Obligor"** means the **Administrator**.
- **"Covered Parts"**:  
*Diamond Coverage* - **"Covered Parts"** mean any part of the **Vehicle** not excluded from coverage by this **Contract**.
- **"Contract Price"** means the price of this **Contract** as specified on the first page of this **Contract**. For **Contract Holders** in the state of Washington, **"Provider Fee"** means the consideration paid by a consumer for a **Service Contract** and is specified on the first page of this **Contract** as **"Contract Price."**
- **"Covered Repair"** means a repair to a **Covered Part** approved by the **Administrator**.
- **"Deductible"** means the portion of the repair costs that **You** must pay as shown on the first page of this **Contract**.
- **"Lienholder"** means any financial institution providing financing for the purchase of the **Vehicle** and/or this **Contract**, as identified on the first page of this **Contract**.
- **"Limits of Liability"** has the meaning given to such term in the **"Other Important Contract Provisions/Limitations"** section below.

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- “**Repair Facility**” means any Licensed RV **Repair Facility** at which the **Contract Holder** seeks to acquire service under this **Contract**.
- “**Selling Dealer**” means the **Vehicle Dealer** identified on the first page of this **Contract**.
- “**Vehicle**” means the Motorhome, Travel Trailer, Slide-In, Fifth Wheel, Folding Camper or Horse Trailer covered by this **Contract**, as identified on the first page of this **Contract**.
- “**Vehicle Purchase Price**” means the amount **You** paid for this **Vehicle**.
- “**We, Us and Our**” means the **Administrator**.

### CONTRACT HOLDER OBLIGATIONS

1. The **Contract Holder** hereby authorizes the **Lienholder** to:
  - Be listed as joint payee and receive any refund in the event this **Contract** is cancelled, or
  - Cancel this **Contract** in the event the **Contract Holder** defaults in his/her obligations to such lender.
2. In order for this **Contract** to remain in force, **You** must:
  - Change the oil and oil filter in the **Vehicle** at least every six (6) months or 5,000 miles, whichever comes first, or at the intervals specified by the **Vehicle Manufacturer**;
  - Perform all other maintenance and servicing of the **Vehicle** as recommended by the **Vehicle Manufacturer**; and
  - Keep and make available to the **Administrator** upon request verifiable signed receipts that show that the above required maintenance and servicing were performed on a timely basis.
3. In order for a claim payment to be made under this **Contract**:
  - **You** must have **Your** repair facility obtain an authorization number from the **Administrator** prior to beginning any repair to a **Covered Part**;
  - The **Contract Holder** is responsible for paying the **Deductible** selected on the first page for each visit to the **Repair Facility**. If the **Disappearing Deductible Option** is selected and surcharge paid at time of sale, there will be no **Deductible** charge for repairs covered by this **Contract**, providing such repairs are completed at the **Selling Dealer**.
  - **You** are responsible for authorizing and paying for any teardown or diagnostic time needed to determine if **Your Vehicle** has a **Covered Breakdown**. If the **Administrator** determines that there is a **Covered Breakdown**, then **We** will pay for the reasonable cost of the teardown and diagnostic time as part of the **Covered Repair**. If the failure is not a **Covered Repair**, then the **Contract Holder** is responsible for payment of such teardown or diagnosis.
  - **You** must send all repair documentation requested by the **Administrator** to the following address:

PHOENIX AMERICAN WARRANTY COMPANY, INC.  
6303 Blue Lagoon Dr., Suite 225 - Miami, FL 33126

To make a claim, call the **Administrator** toll-free at (800) 552-5135. Claims Department hours are Monday through Friday, 8 a.m. to 7 p.m., Eastern Time. CLAIMS MUST BE SUBMITTED WITHIN 180 DAYS FROM AUTHORIZATION TO QUALIFY FOR REIMBURSEMENT.

### ADMINISTRATOR OBLIGATIONS

**Covered Breakdowns (Deductible Applies)**. If a **Covered Part** has a **Breakdown** during the term of this **Contract**, **We** will pay **You** or the repair facility, less the **Deductible** (if any), up to the **Limits of Liability**, for the repair or replacement, as the **Administrator** deems appropriate, of the **Covered Part(s)** that caused the **Breakdown**, but only if:

- **You** have met **Your** obligations as described in this **Contract**; and
- The **Breakdown** is not one of the excluded **Breakdowns** listed under the headings “**What Is Not Covered**” and “**Exclusions – What This Contract Does Not Cover**” below.

This **Contract** refers to a **Breakdown** that is covered as a **Covered Breakdown**.

Replacement parts can be of like kind and quality. They may include new, remanufactured or used parts as determined by the **Administrator**. The use of non-original manufacturer’s parts is permitted.

**Administrator** reserves the right to inspect any **Vehicle** prior to authorization of a claim.

### COVERED PARTS

#### RVCARE COVERAGE

Subject to the terms and conditions of this **Contract**, **We** will pay or reimburse **You** for the reasonable costs to repair or replace any or all mechanical parts that fail as a result of a covered **Breakdown** except those items listed under “**What Is Not Covered**” and “**Exclusions – What This Vehicle Service Contract Does Not Cover**.”

### COACH COVERAGE

AIR CONDITIONING (Roof mounted 110V or central):  
AUDIO/VISUAL SYSTEM  
AUXILIARY POWERPLANT/GENERATOR  
AWNING MOTOR  
FRESH WATER SYSTEM  
HEATING SYSTEM  
LP. GAS/PROPANE SYSTEM  
POWER STEP COVERAGE  
RANGE AND OVEN  
REFRIGERATOR  
WASTE SYSTEM  
WATER HEATER

Fluids, lubricants and freon will be covered when required in conjunction with a **Covered Repair**. Sales tax will be paid whenever applicable.

### BENEFITS

#### RENTAL EXPENSE

In the case of a **Covered Repair**, **We** will reimburse **You** for substitute transportation. Such reimbursement will be limited to fifty dollars (\$50) for every eight (8) hours, or portion thereof, of applicable labor time required to complete the **Covered Repair** (based on applicable national repair manual), up to a maximum of \$350 per occurrence (except where prohibited by law).

### ADDITIONAL RENTAL EXPENSE

Car rental benefit will be increased up to five (5) additional days (\$50 per day) in cases of covered major component (Engine, Transmission, Drive Axle) failure and/or a parts delay for any **Covered Repair** or **Administrator** requested unit inspection provided additional authorization is obtained from **Administrator** (except where prohibited by law). In all cases no rental expense reimbursement will be provided if the repair is not covered by this **Contract**.

### EXPENSE REIMBURSEMENT PACKAGE

#### ON-SITE REPAIR REIMBURSEMENT

In the event of a failure of a **Covered Part**, **We** will reimburse **You** up to \$200 for emergency on site service calls to **Your Vehicle**.

#### TOWING SERVICE REIMBURSEMENT

In the event of a failure of a **Covered Part**, **We** will reimburse **You** up to a total of \$300 for towing service (except where prohibited by law). A \$500 Towing Option is available if selected on the first page and surcharge paid at time of **Vehicle Purchase Date**.

#### TRAVEL EXPENSES REIMBURSEMENT

**Contract Holder** will be reimbursed up to \$200 per day for a maximum of three (3) days for expenses for meals (restaurants only) and lodging (hotel/motel only) (except where prohibited by law) incurred if:

- 1) **Contract Holder** cannot utilize **Vehicle** due to a **Mechanical Breakdown**, covered under this **Contract** and is more than one hundred (100) miles from home.
- 2) Meals and lodging are required because the **Mechanical Breakdown**, as defined, causes a delay en route. The date of the **Mechanical Breakdown** shall be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the **Mechanical Breakdown** and the time when repairs are completed, or by the end of the third calendar day subsequent to the **Mechanical Breakdown** if the repairs are not completed, whichever occurs first.

### WHAT IS NOT COVERED

- AIR BAG/SUPPLEMENTAL RESTRAINT SYSTEMS
- ALL FABRIC, WALLS, WOOD AND PANELS
- ALL MAINTENANCE SERVICES INCLUDING BUT NOT LIMITED TO: SUSPENSION ALIGNMENTS, WHEEL BALANCING, ENGINE TUNE-UPS, SPARK/GLOW PLUGS, BRAKE PADS, LININGS & SHOES, FILTERS, LUBRICANTS AND FLUIDS, AIR CONDITIONING REFRIGERANT OR ENGINE COOLANTS, HOSES AND BELTS
- BATTERY AND CABLE
- BODY PANELS
- BOLTS AND FASTENERS
- BRAKE ROTOR/DRUMS
- BRIGHT METAL
- BUMPERS
- BUTTONS, DOOR HINGES, FASTENING ADHESIVES AND GLASS FRAMEWORK
- CABINETRY, COUNTERTOPS AND UPHOLSTERY
- CANVAS, VINYL OR FABRIC
- CARBURETOR
- CARPETING
- CLUTCH THROW OUT BEARING
- CONSTANT VELOCITY JOINT BOOTS
- DISTRIBUTOR CAP/ROTOR
- EGR VALVE
- EXHAUST SYSTEM (EXCEPT MANIFOLD)
- FIBERGLASS TOP
- FLOOR COVERINGS (SUCH AS CARPET, TILE WOOD AND VINYL)
- FRICTION CLUTCH DISC AND PRESSURE PLATE
- FURNITURE
- HOSES AND RUBBER PARTS
- HUBCAPS
- IGNITION WIRES
- LENSES
- LIGHT BULBS/HEADLIGHTS
- LUBRICANT SEEPAGE
- MANUAL/HYDRAULIC CLUTCH ASSEMBLY
- MOLDINGS
- OUTSIDE ORNAMENTATION
- PAINT
- PHYSICAL DAMAGE
- PLASMA/LCD SCREENS OVER 42 INCHES
- REPOSITIONING, REFITTING OR REALIGNING
- RETROFITS OR REPLACEMENTS OF ANY COMPONENTS CAUSED BY OR DUE TO COMPLIANCE WITH LAW OR LEGISLATION INCLUDING THE 1990 CLEAN AIR ACT, INCLUDING EMISSION CONTROL EQUIPMENT AND SENSOR.
- ROOFS
- RUST OR CORROSION
- SERVICE ADJUSTMENTS AND CLEANING
- SHOCKS
- SHOP SUPPLIES, HAZARD WASTE REMOVAL
- TIRES/WHEELS
- TRIM
- WEATHER STRIPPING
- WINDOW COVERINGS
- WIPER BLADES
- ZIPPERS

### EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER

- A. This **Contract** does not cover the following:
  1. Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this **Contract** (Pre-existing conditions).
  2. A **Breakdown** caused by lack of manufacturer’s specified maintenance.
  3. A **Breakdown** caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a **Breakdown** caused by a failure to replace seals or gaskets in a timely manner.
  4. Repair of any parts used, added or replaced during a **Covered Repair** that are not necessary to the completion of the **Covered Repair** or were not damaged by the

failure of a Covered Part. Such replacement is considered betterment and is not covered by this Contract.

5. Any cost covered by a repairer's or supplier's guarantee, or any cost that would normally be covered by a manufacturer's warranty.
6. Cost or other damages caused by continued Vehicle operation after the failure of a Covered Part.
7. Any liability, cost or damages that the Contract Holder may incur to the benefit of any third parties other than the Administrator - approved repair or replacement of Covered Parts that caused a Mechanical Breakdown.
8. A Breakdown caused by overheating, rust or corrosion.
9. A Breakdown caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, flood, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force with respect to the Vehicle.
10. Loss of use, loss of time, loss of profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.
11. Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of the Vehicle, whether or not related to a Breakdown.
12. Any costs or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
13. Any part not covered by, or excluded by the original Vehicle manufacturer's warranty.
14. Vehicles that have been modified beyond manufacturer's specifications that affect the Breakdown, including, but not limited to: engine enhancements, suspension/lifts, tires/wheels, or that may increase the likelihood of a Breakdown.
15. Commercial Use - is defined as a Vehicle registered to a business and/or used for business purposes.
16. Vehicles that are used in excess of manufacturer's GVW or for excessive hauling and pulling are excluded from coverage hereunder.
17. A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition.
18. Costs of other damages caused by the failure of a part not listed as a Covered Part in this Contract.
19. A Breakdown not occurring in the United States or Canada.
20. The maintenance services and parts in the Manufacturer's maintenance schedule for Your Vehicle.
21. Aftermarket accessories or non-original equipment, components and systems not installed by the Vehicle manufacturer, including, without limitation, anti-theft systems, radio/speaker equipment, telephones, cruise control and sunroof.
22. Repairs performed without the Administrator's prior authorization.

**B. In addition, this Contract provides no benefits or coverage and the Administrator has no obligation under this Contract if:**

1. The Vehicle odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date, and You do not have it repaired and the mileage certified within thirty (30) days of failure date.
2. You rent Your Vehicle to someone else.
3. You are using or have used Your Vehicle in a manner that is not recommended by the Vehicle manufacturer.
4. Your Vehicle is modified from the Vehicle Manufacturer's original specifications.
5. Your Vehicle is equipped to use fuel other than gasoline or diesel.
6. The Vehicle is used as the primary or full time residence.

State Law and Administrative Code supercede any other provisions herein, please refer to "Other State Requirements/Disclosures."

#### WHAT YOU MUST DO IN THE EVENT OF A MECHANICAL BREAKDOWN

- (1) Use all reasonable means to protect the Vehicle from further damage. This may require You to stop the Vehicle, turn off the engine, and have the Vehicle towed.
- (2) If the Vehicle is inoperable and needs to be towed, call Roadside Assistance at 1 (866) 688-6355. Have Your membership/Contract number ready before You call.
- (3) You may take the Vehicle to any licensed Repair Facility. To assure coverage under the terms of the Contract, Authorization must be obtained prior to any repair.
- (4) Present this Contract to the Repair Facility; have them call Us toll free at 1-800-552-5135. Please be aware that maintenance receipts may be requested. The Administrator can be reached through the mail at: 6303 Blue Lagoon Drive, Suite 225, Miami, FL 33126.
- (5) Prior to proceeding with repairs, ensure the Repair Facility calls the Administrator with an estimate of repairs and receives an authorization number from the Administrator.
- (6) The Contract Holder is responsible for paying the Deductible selected on the first page for each visit to the Repair Facility. If the Disappearing Deductible Option is selected and surcharge paid at time of sale, there will be no Deductible charge for repairs covered by this Contract, providing such repairs are completed at the Selling Dealer. If the Zero (\$0) Deductible option is selected and surcharge is paid at time of sale, there will be no Deductible charged for Covered Repairs made by a Repair Facility.
- (7) Reimbursement for emergency repairs performed outside of normal business hours can be obtained by the Contract Holder only if he/she follows the above procedures on the first business day after such emergency repairs are performed, unless the Contract Holder shows that it was not reasonably possible to give notice or file the proof of loss within the prescribed time and that the notice was filed as soon as reasonably possible.
8. Upon the filing of a claim under this Contract, We will verify the validity of the Contract (proper owner, proper Vehicle, Contract still in force, etc.), verify the Breakdown with the Repair Facility, verify coverage, and authorize repair of Covered Parts (provide Repair Facility with authorization code and confirm cost of repair). Payment is provided through direct billing, credit card, or Contract Holder reimbursement.

#### FUTURE CONTRACT GUARANTEE

The Contract Holder may request to purchase another Contract if the following are satisfied:

- (1) The purchase must be made at least thirty (30) days and 1,000 miles prior to the expiration of the current Contract.

- (2) The Vehicle is made available for inspection at Administrator's request.
- (3) The Vehicle must qualify for the terms of the new Contract based on mileage and age of Vehicle when the request for future coverage is made.
- (4) Service records may be requested by Administrator.
- (5) Cost for the new Contract will be based on the current rates.
- (6) Any questions or to purchase another Contract, contact the Selling Dealer or call the Administrator at (800) 552-5135.

#### HOW THIS CONTRACT MAY BE TRANSFERRED

If You sell Your Vehicle, You may transfer this Contract to the new owner, but only if:

- You are the first holder of this Contract;
- Your Vehicle is sold to a private party;
- The Administrator receives from You the completed Transfer Request Form within thirty (30) days after the date You sell Your Vehicle;
- You pay the Administrator a \$50.00 transfer fee; and
- You provide the Administrator with copies of all Vehicle maintenance and service receipts required by this Contract (see "Your Obligations" section above).

The transfer will be effective when You receive a transfer confirmation letter from the Administrator. If the purchase of Your Vehicle was financed and Your Vehicle is a total loss or is repossessed, Your rights and obligations under this Contract immediately and automatically transfer to the Lienholder.

To transfer this Contract, complete the Transfer Request Form and mail it with a photocopy of the front of this Contract to the Administrator at the following address:

PHOENIX AMERICAN WARRANTY COMPANY, INC.  
6303 Blue Lagoon Dr., Suite 225, Miami, FL 33126

#### TRANSFER APPLICATION

TO TRANSFER THIS CONTRACT, COMPLETE THE FOLLOWING TRANSFER APPLICATION AND MAIL IT ALONG WITH A PHOTOCOPY OF THE FRONT OF THIS CONTRACT TO PHOENIX AMERICAN WARRANTY COMPANY, INC., 6303 BLUE LAGOON DRIVE, SUITE 225, MIAMI, FL 33126.

Please transfer the remainder of the Contract. I am transferring this Contract in accordance with the provisions stated in the Contract. In order to transfer, I am enclosing with this Application a \$50.00 check or money order payable to: PHOENIX AMERICAN WARRANTY COMPANY, INC.

Name of New Owner \_\_\_\_\_

Date of Transfer \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Odometer Mileage on Date of Transfer \_\_\_\_\_

Signature of Vehicle Purchaser \_\_\_\_\_

Signature of Vehicle Seller \_\_\_\_\_

Verification that the Vehicle has been maintained as required by this Contract must be supplied by the Vehicle seller to the Vehicle purchaser. Transfer will be valid when Vehicle purchaser receives a confirmation letter from Us.

#### CANCELLATION OF THIS CONTRACT

##### By You

You may cancel this Contract by contacting the Selling Dealer.

##### By Us

We reserve the right to cancel this Contract and will not pay for a Covered Breakdown if:

- The Vehicle odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date, and You do not have it repaired and the mileage certified within thirty (30) days of failure date.
- Your Vehicle is used for business, deliveries, construction or commercial hauling, or as a postal vehicle, taxi, police car or other emergency vehicle.
- You rent Your Vehicle to someone else.
- Your Vehicle is equipped with a snowplow or used to plow snow.
- You are using or have used Your Vehicle in a manner that is not recommended by the Vehicle Manufacturer.
- The Contract Holder fails to pay the premium required for coverage under this Contract.
- Your Vehicle is modified from the Vehicle Manufacturer's original specifications.

##### By the Lienholder

You understand and acknowledge that the Lienholder (if any) has the right to cancel this Contract if the Vehicle is repossessed or destroyed or You are otherwise in default of Your obligations to repay the amount financed by the Lienholder.

##### Refunds and Charges

You will be entitled to a full refund of the Contract price if You provide a written notice of cancellation to the Selling Dealer within the first thirty (30) days after the Contract purchase date, and if You have not filed a claim under this Contract. If You provide a written notice of cancellation to the Selling Dealer after the first thirty (30) days after the Contract purchase date, or if We or the Lienholder cancels this Contract at any time, You will be entitled to a prorated refund of the Contract price (less a \$50.00 cancellation fee) based on the greater of the number of days the Contract was in force or the miles driven compared to the total time or Vehicle mileage specified on the first page of this Contract under "Term." Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the Vehicle. The term of this Contract for cancellation purposes will be based on the date You purchased Your Contract and the Vehicle mileage on the date purchased. If the Contract price was financed, any and all refunds will be paid to the Lienholder. If the Contract price was not financed, any and all refunds will be paid to You by the Selling Dealer.

#### OTHER IMPORTANT CONTRACT PROVISIONS/LIMITATIONS

##### Limits of Our Liability

The Limit of Our Liability for any Covered Breakdown or series of Covered Breakdowns

related in time or cause shall not exceed the actual cash value of **Your Vehicle** at the time of **Covered Breakdown** as determined by the **Administrator** in its sole discretion in accordance with the then current National Auto Dealers Association Appraisal Guide trade-in price. The **Limit of Our Liability** for all **Covered Breakdowns** occurring during the term of this **Contract** is the amount of the **Vehicle** purchase price. These limits are referred to in this **Contract** as “**Limits of Liability**.”

#### **Our Rights Against Others**

If **You** receive any benefits under this **Contract**, **We** will be entitled to all **Your** rights of recovery against any manufacturer, repairer or other party who may be responsible to **You** for the costs covered by this **Contract** or for any other payment made by **Us**. If **We** ask, **You** agree to help **Us** enforce these rights. **You** also agree to cooperate and help **Us** in any other matter concerning this **Contract**.

#### **Entire Agreement**

This **Contract** contains the entire agreement between **You** and **Us** and supersedes any and all prior and contemporaneous agreements (both written and verbal) between **You** and **Us** concerning the subject matter of this **Contract**. This **Contract** is not valid unless signed by both **You** and an authorized representative of the **Selling Dealer**.

#### **When this Contract will End**

This **Contract** will terminate when:

- **Your Vehicle** reaches the time or mileage limitation specified on the first page of this **Contract**;
- **You** sell **Your Vehicle** unless this **Contract** is properly transferred as provided in the section of this **Contract** entitled “**How Coverage May Be Transferred**,” or
- This **Contract** is cancelled as outlined in the “**Cancellation Of This Contract**” section above.

#### **Arbitration**

Any dispute arising out of or relating to this **Contract** shall be settled by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, unless the parties agree otherwise.

- **Governing Law and Venue**. The arbitration shall be conducted before a panel of three arbitrators and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Any judgment and/or award that the arbitrators render may be entered and enforced by any court of competent jurisdiction. The arbitration shall take place in the state and county in which this **Contract** was executed, unless the parties agree otherwise. The parties consent to personal jurisdiction before any court located in the state in which the arbitration is held.
- **Costs**. Each party shall pay the fees of its own attorneys, the expenses of its witnesses, and all other expenses connected with the presentation of its case. The parties shall share equally the cost of arbitration and the fees charged by the arbitrators.
- **Discovery**. Each party shall be limited to the following pre-arbitration discovery: two (2) depositions; thirty (30) interrogatories, each consisting of no more than three parts; twenty (20) requests for production of documents, each consisting of no more than three parts; and twenty (20) requests for admission. Additional discovery shall be permitted at the discretion of the arbitrators.
- **No Punitive Damages or Interest**. The arbitrators shall not have authority to award punitive damages or interest, including pre-award interest, in any arbitration proceedings hereunder.

### **EMERGENCY ROADSIDE ASSISTANCE BENEFITS**

#### **COVERAGE AND LIMITATIONS**

**Important Notice!** **Your** Roadside Assistance services are provided throughout the United States and Canada, by **United States Auto Club, Motoring Division, Inc. (USAC/MD)** as the sole obligor under this **Contract**. To receive service call 1-866-688-6355. **USAC/MD** administers and provides the Emergency Roadside Assistance service through a network of contracted service providers who have arrangements with **USAC/MD** to perform road service and towing for **USAC/MD** members. As independent contractors, they have exclusive control over their own equipment and personnel, **USAC/MD** is not responsible for their acts or omissions.

1. All Emergency Roadside Assistance benefits are available to **You** up to **Your** \$100.00 benefit limit without any additional payments. **You** are responsible for any non-covered expenses.
2. **Your** service begins on the Purchase Date shown on the first page of this **Contract** and will continue until the expiration or termination of this **Contract**, whichever occurs first. Emergency Roadside Assistance is available throughout the United States and Canada, 24 hours a day, 365 days a year. **You** will only have to pay for any costs in excess of the \$100.00 per occurrence limit plus any non-covered costs.

**TO RECEIVE SERVICE, CALL THE TOLL-FREE NUMBER: 1-866-688-6355 AND IDENTIFY YOURSELF AS A PHOENIX AMERICAN RVCARE CUSTOMER. COVERAGE IS EXTENDED ONLY TO VEHICLES COVERED AND REGISTERED WITH ADMINISTRATOR.**

**IMPORTANT:** Please be with **Your Vehicle** when the service provider arrives, as they cannot service an unattended **Vehicle**. Service provided must be a covered benefit under the following terms and conditions.

The following are covered emergencies, subject to the \$100.00 per occurrence limitation:

1. **Towing Assistance:** When towing is necessary, the disabled covered **Vehicle** will be towed to the destination of **Your** choice.
2. **Battery Service:** If a battery failure occurs, a jump start will be applied to start the covered **Vehicle**.
3. **Flat Tire Assistance:** Service consists of the removal of the flat tire and its replacement with the spare tire.
4. **Gasoline, Oil, Fluid and Water Delivery Service:** An emergency supply of gasoline, oil, fluid and water will be delivered if **You** are in immediate need. **You** must pay for the fuel or other fluid when it is delivered.
5. **Lock-Out Assistance:** If **Your** keys are locked inside of the covered **Vehicle**, assistance will be provided to gain entry to that **Vehicle**.

Covered **Vehicles** include the registered **Vehicle** in the **Contract**, which may include class A, B, C Motorhomes, 5th Wheel Trailers, Horse Trailers and Folding Campers.

**The following items are not included as part of the Emergency Roadside Assistance benefits:** Cost of parts, replacement keys, fluids, lubricants or fuel, cost of installation of product or materials. Non-emergency towing or other non-emergency service. Mounting or removing of snow tires or chains. Tire repair. Taxicabs or other commercial vehicles. Vehicles in tow. Any and all taxes and fines. Towing from or repair work performed at a service station, garage or repair shop; **Vehicle** storage charges; a second tow. Service on a **Vehicle** that is not in a safe condition to be towed. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to

construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking or other violations of law. Repeated service calls for a covered **Vehicle** in need of routine maintenance or repair. Only one disablement for the same cause during any seven-day period will be accepted. Services obtained independently of **USAC/MD**.

**PLEASE NOTE: THIS IS NOT A REIMBURSEMENT SERVICE.** Assistance obtained through any source other than by calling 1-866-688-6355 is not covered and is not reimbursable.

**TO RECEIVE THE FASTEST SERVICE POSSIBLE, please have the following information ready to give the operator:**

1. **Your Contract Number and coverage expiration date.**
2. **The location of Your disabled Vehicle (state, town, street address, and/or closest intersection).**
3. **Type of service necessary (flat tire, jump start, tow, etc.).**

**ASSISTANCE WILL BE DISPATCHED TO YOU IMMEDIATELY.** **You** may be asked to wait by the phone for a short period of time, in order to call **You** back and confirm the type of service **USAC/MD** is sending, as well as the estimated time of arrival.

**IMPORTANT** - If **You** have been promised a call back by the dispatch operator within a certain period of time and **You** do not receive the call, please call again. **USAC/MD** may be experiencing a problem getting through to **Your** phone. Also, if service does not arrive within the time promised by the dispatch operator, please call again. **USAC/MD** may have experienced a problem in locating **You**.

#### **IN THE EVENT OF AN ACCIDENT OR DAMAGE DUE TO FIRE, FLOOD OR VANDALISM:**

Costs related to physical damage due to an accident, fire, flood or vandalism are normally covered under **Your Vehicle** insurance. **You** will be required to pay for these services and then submit **Your** bill to **Your** insurance company or agent as part of **Your** insurance claim.

**EXTREME WEATHER:** When weather or road conditions are extremely bad, **USAC/MD** asks for **Your** patience and understanding. This program is designed to render prompt and reliable service. In cases of extreme weather or conditions, assistance to **Your** disabled **Vehicle** will be provided as soon as possible.

### **RV TECHNICAL ASSISTANCE**

With Phoenix American RVCare Service Contract, **You** are given high priority when **You** call for technical assistance and instruction from a staff of certified RV Technicians. This service is provided to help solve technical RV problems, from malfunctioning refrigerators, slide-outs or AC units to transmission, fuel or brake problems. An RV Technician can also help with manufacturer-specific questions about **Your Vehicle**. If **We** are unable to assist **You** with **Your** technical problem, we will help **You** locate the nearest professional service center capable of repairing **Your Vehicle**, and communicate with the potential service center or repair technicians or set up a service appointment for **You**. United States Auto Club, Motoring Division, Inc. is not responsible for any damages or negligence on the part of the service center providing **You** with repair services or parts. (The **Contract Holder** or operator performing technical adjustments or modification does so at their own risk.)

#### **CONCIERGE SERVICES**

Call 866-688-6355 to obtain assistance with a live Concierge Agent who will assist **You** with: Hotel, Campground, RV Park Locations / Restaurant Locations / Locating Repair Facilities, Parts Facilities, Retail Stores, Service Facilities, Fuel Locations / Locating National Parks, Historic Sites, and Point of Interests / and Emergency Message Relay Services.

**NOTE:** **You** are responsible for payment of arranged benefits that require additional billing, such as the actual cost of services provided. Payment must be made directly to the Provider of the services.

### **OTHER STATE REQUIREMENTS/DISCLOSURES**

The following Special State Requirements and/or Disclosures apply if this **Contract** is purchased in one of the following states and supersedes any other provision herein.

#### **ARIZONA**

1. Under the section entitled “**Definitions**”, “**Contract**” is amended to include:  
“This **Vehicle** Service **Contract** agreement is effective on the date sale by the **Selling Dealer** and any cancellation of the **Contract** or the **Contract's** coverage(s) are subject to all the provisions stated by Arizona Administrative Code (“A.C.C.”) rule number R20-6-407(E)(4).”
2. The first paragraph of the second page of this **Contract** is amended to read as follows:  
“The **Selling Dealer** agrees that all sums paid by **You** under the terms of this **Contract**, excluding a commission earned by the **Selling Dealer** and an administrative fee earned by **Us**, shall be submitted on **Your** behalf to NATIONAL CASUALTY COMPANY for the purpose of insuring **Your** claims under this **Contract**. Protection under this **Contract** is the primary responsibility of Phoenix American Warranty Company, Inc. The **Selling Dealer** agrees that it has no authority to control the use of or withdraw such sums, or any portion thereof.”
3. Item A.1. under “**Exclusions – What This Vehicle Service Contract Does Not Cover**” is deleted in its entirety.
4. Item A.14. under the section “**Exclusions – What This Contract Does Not Cover**” is amended to read:  
“A **Breakdown** caused by or involving modifications or additions made to **Your Vehicle** by **You** or with **Your** knowledge, unless those modifications or additions were performed or recommended by the **Vehicle Manufacturer**.”
5. Item A.17. under the section “**Exclusions – What This Contract Does Not Cover**” is amended to read:  
“A **Breakdown** caused by off-roading, misuse, abuse, racing or any form of competition after **You** purchased the **Vehicle** from the **Selling Dealer**.”
6. Item B.4 under the section “**Exclusions – What This Contract Does Not Cover**” is amended to read:  
“**Your Vehicle** is modified from the **Vehicle Manufacturer's** original specifications by **You** or with **Your** knowledge.”
7. The following is added to the “**Arbitration**” section under “**Other Important Contract Provisions/ Limitations**”:  
“Arbitration does not prevent **You** from **Your** rights to file a complaint with the Arizona Department of Insurance (A.D.O.I.) for any remedy, including those subject to the provisions stated by A.R.S. §§ 20-1095.04 and 20-1095.09. **You** may contact the A.D.O.I. at 1-800-325-2548. The A.D.O.I. address is 2910 N. 44th St., Suite 210, Phoenix, AZ 85018-7256 Attention: Consumer Affairs Division.”

8. The section entitled “**Cancellation Of This Contract – By Us**”, the last bullet is amended to read “**Your Vehicle** is modified by **You** from the **Vehicle Manufacturer’s** original specifications.”
9. The following sentence is added to the section entitled “**Cancellation Of This Contract – Refunds And Charges**”:  
“The **Administrator** is primarily responsible for providing any refund to **You** to which **You** may be entitled under this **Contract**.”

#### **ARKANSAS**

1. The following sentence is added at the top of the first page of this **Contract**:  
“Purchase of this **Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**.”
2. The “**Arbitration**” section is deleted in its entirety.

#### **CALIFORNIA**

Performance to **You** under this **Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Contract** has been denied or has not been honored within 60 days from the date proof of loss was filed. The name and address of the insurance company is **NATIONAL CASUALTY COMPANY**, P.O. Box 4110, Scottsdale, AZ 85261-4110 (800) 423-7675. If **You** are not satisfied with the insurance company’s response, **You** may contact the California Department of Insurance at (800) 927-4357.

The **Contract Obligor** Phoenix American Warranty Company, Inc. is dba PAIG Insurance Marketing, 6303 Blue Lagoon Drive, Suite 225, Miami, Florida 33126. **Our** California Vehicle Service Contract Provider License number is 0C32110.

Under the section entitled “**Exclusions - What This Contract Does Not Cover**”, **Item A., 1.** Is deleted in its entirety and replaced with the following:

#### **1. Pre-existing damage or a Breakdown that occurred before Your purchase of this Contract.**

The section entitled “**Limits of Our Liability**” under “**OTHER IMPORTANT CONTRACT PROVISIONS/LIMITATIONS**”, is deleted in its entirety and replaced with the following:

The **Limit of Our Liability** for any **Covered Breakdown** or series of **Covered Breakdowns** related in time or cause shall not exceed the actual cash value of **Your Vehicle** immediately prior to the time of **Covered Breakdown** as determined by the **Administrator** in accordance with the then current National Auto Dealers Association Appraisal Guide trade-in price with the condition assigned to the **Vehicle** under the NADA Guide being at the sole discretion of the **Administrator**.

The section entitled “**Our Rights Against Others**” under “**Other Important Contract Provisions/Limitations**”, is deleted in its entirety and replaced with the following:

#### **Our Rights Against Others**

If **You** receive any benefits under this **Contract**, **We** will be entitled to **Your** rights of recovery against any manufacturer, repairer or other party who may be responsible to **You** for the costs covered by this **Contract** or for any other payment made by **Us**. If **We** ask, **You** agree to help **Us** enforce these rights. **You** also agree to provide reasonable effort in cooperating or assisting **Us** with respect to any other matter concerning this **Contract**.

The “**Arbitration**” section under “**Other Important Contract Provisions/Limitations**”, is amended to include:

**You** may first file a complaint with the Insurer and the California Department of Insurance. If **Your** complaint is not settled, then **Arbitration** with apply.

The section entitled “**Arbitration**” under “**OTHER IMPORTANT CONTRACT PROVISIONS/LIMITATIONS**”, the first paragraph and first bullet point “**Governing Law and Venue**” is deleted in its entirety and replaced with the following:

#### **Arbitration**

Any dispute arising out of or relating to this **Contract** shall be settled by final and binding arbitration in accordance with California Law applicable to consumer contracts and the California Arbitration Act, unless the parties agree otherwise.

• **Governing Law and Venue.** The arbitration shall be conducted before a panel of three arbitrators and shall be governed by the California Arbitration Act (CCP 1280 et. seq.). Any required inspection of the Vehicle by **Us** will be performed within 48 hours of a claim being reported to **Us**, or within 72 hours if the 48 hours includes a weekend or federally recognized holiday, otherwise the claim will not be denied based solely on **Your** failure to wait for inspection before authorizing repairs.

**Refunds and Charges** under the “**Cancellation Of This Contract**” section is amended to read:

**You** will be entitled to a full refund of the **Contract Price** if **You** provide a written notice of cancellation to the **Selling Dealer** within the first sixty (60) days after the **Contract** purchase date for **New Vehicles** and thirty (30) days for a Used **Vehicle**, and if **You** have not filed a claim under this **Contract**. If **You** provide a written notice of cancellation to the **Selling Dealer** after the first sixty (60) days after the **Contract** purchase date, or if **We** or the **Lienholder** cancels this **Contract** at any time, **You** will be entitled to a prorated refund of the **Contract Price** (less a \$25.00 cancellation fee) based on the greater of the number of days the **Contract** was in force or the miles driven compared to the total time or **Vehicle** mileage specified on the first page of this **Contract** under “**Coverage Term**.” **Your** cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the **Vehicle**. The term of this **Contract** for cancellation purposes will be based on the date **You** purchased **Your Contract** and the **Vehicle** mileage on the date purchased. If the **Contract Price** was financed, any and all refunds will be paid to the **Lienholder**. If the **Contract Price** was not financed, any and all refunds will be paid to **You** by the **Selling Dealer**.

The Emergency Roadside Assistance Benefit is amended to read:

24-Hour Emergency Roadside Assistance is available throughout the United States and Canada, 365 days a year. **You** will only have to pay for any costs in excess of the \$100.00 per occurrence limit plus any noncovered costs. Just call 1-866-688-6355 and a service vehicle will be dispatched to **Your** assistance.

Service must be a covered benefit under the terms and conditions of this Contract and is available only for the specific Covered Vehicle registered as part of this Agreement.

THIS IS NOT A REIMBURSEMENT SERVICE: The Emergency Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this program. Fees for services incurred independently are NOT covered.

The following are covered emergencies, subject to the \$100.00 per occurrence limit:

- (1.) **Towing Assistance:** When towing is necessary, **Your Covered Vehicle** will be towed to the nearest qualified service facility or to any other location requested.
- (2.) **Flat Tire Assistance:** Service consists of the removal of the flat tire and its replacement with the spare tire;
- (3.) **Fuel, Oil, Fluid and Water Delivery Service:** An emergency supply of fuel, oil, fluid and water will be delivered if **You** are in immediate need. **You** must pay for the fuel or other fluid when it is delivered;
- (4.) **Lock-out Assistance:** If **Your** keys are locked inside the Covered **Vehicle**, assistance will be provided to supply assistance in gaining entry into the Covered **Vehicle**.
- (5.) **Battery Assistance:** If battery failure occurs, a jump start will be provided to start **Your Vehicle**.

**The following items are not included as part of the emergency roadside assistance benefit:**

Cost of parts, replacement keys, fluids, lubricants, cost of fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items. Tire Repair at any location other than a roadside disablement site. Service for any vehicles in tow. Any and all taxes or fines. Damage or disablement due to fire, flood, terrorism or vandalism. Towing from, service or repair work performed at a service station, garage or repair facility. Service as a result of an accident or collision. Service on a vehicle that is not in a safe condition to be towed. Non-emergency towing or other non-emergency service. Impound towing or towing by other than an authorized service provider; vehicle storage charges; a second tow for the same disablement. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered vehicle in the commission of a felony. Repeated service calls for a Covered vehicle in need of routine maintenance or repair. Only one disablement for the same cause during any seven day period will be accepted. Service secured through any other source other than this program.

**Service Provider Network:** Services are provided through a network of contracted service providers who have agreements to perform road and towing service. As independent contractors, they have exclusive control over their own equipment and personnel. We are not responsible for their acts or omissions. All roadside assistance services are provided by **United States Auto Club, Motoring Division, Inc. (USAC/MD) as the sole obligor under this Contract. Please contact us at 1-866-688-6355**

#### **LOUISIANA**

1. In Louisiana the **Administrator/Contract Obligor** means Wynn’s Extended Care, Inc.

#### **MONTANA**

The section entitled “**Arbitration**” is deleted.

#### **NEVADA**

1. The following language is added to the section entitled “**Cancellation Of This Contract – By Us**”:  
“Notwithstanding the foregoing, if this **Contract** has been in effect for at least 70 days, **We** will not be entitled to cancel it before the expiration of the term of this **Contract** or for one (1) year after the effective date of this **Contract**, whichever occurs first, except on any of the following grounds:  
(a) Failure by **You** to pay an amount when due;  
(b) Conviction of **You** of a crime that results in an increase in the service required under this **Contract**;  
(c) Discovery of fraud or material misrepresentation by **You** in obtaining this **Contract**, or in presenting a claim for service under this **Contract**;  
(d) Discovery of:  
(1) An act or omission by **You**; or  
(2) A violation by **You** of any condition of this **Contract**, which occurred after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**; or  
(e) A material change in the nature or extent of the required service or repair that occurs after the effective date of this **Contract** and that causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Contract** was issued or sold.

If **We** cancel this **Contract**, **We** will mail to **You** written notice of cancellation (stating the date of and reason for the cancellation) at least fifteen (15) days before the cancellation date.”2.

The paragraph under “**Cancellation Of This Contract – Refunds And Charges**” is replaced in its entirety with the following:

“**You** will be entitled to a full refund of the **Contract Price** if **You** provide a written notice of cancellation to the **Selling Dealer** within the first thirty (30) days after the **Contract** purchase date, and if **You** have not filed a claim under this **Contract**. If **You** provide a written notice of cancellation to the **Selling Dealer** after the first thirty (30) days after the **Contract** purchase date, or if **We** or the **Lienholder** cancels this **Contract** at any time, **You** will be entitled to a prorated refund of the **Contract Price** (less a \$50.00 cancellation fee, unless **We** cancel this **Contract**, in which case no fee will be deducted) based on the greater of the number of days the **Contract** was in force or the miles driven compared to the total time or **Vehicle** mileage specified on the first page of this B under ‘**Coverage Term**.’ **Your** cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the **Vehicle**. The term of this **Contract** for cancellation purposes will be based on the date **You** purchased **Your Contract** and the **Vehicle** mileage on the date purchased. If the **Contract Price** was financed, any and all refunds will be paid to the **Lienholder**. If the **Contract Price** was not financed, any and all refunds will be paid to **You** by the **Selling Dealer**. In that case, **We** will provide **You** with a refund within 45 days after the **Selling Dealer** receives **Your** written notice of cancellation, and if **We** fail to do so within that time, **We** will pay **You** a penalty of 10 percent of the **Contract Price** for each (30) day period or portion of thereof that the refund and any accrued penalties remain unpaid. If the **Contract Price** was not financed, any and all refunds will be paid to **You** by the **Selling Dealer**.”

3. The following language is added to the end of the last sentence of paragraph 1 under “**Our Obligations**”:  
“, and may include parts that are not made for or by the original manufacturer of the **Vehicle**.”
4. This **Contract** is not renewable.
5. Phoenix American Warranty Company, Inc. is the “**Provider**” obligated to the **Holder** as defined in NRS 690C.070 and this **Contract** is backed by a Service Contract Reimbursement

Insurance Policy issued by National Casualty Company/Scottsdale Insurance Company.

6. If the **Holder** is a Nevada resident, arbitration will be held in Nevada. If the **Contract Holder** is not a Nevada resident, arbitration will be held in Miami-Dade County, Florida.

#### **OKLAHOMA**

1. Under the “**Cancellation Of Purchase**” section, IV. “**Refunds And Charges**” is amended to read: “**You** will be entitled to a full refund of the **Contract Price** if **You** provide a written notice of cancellation to the **Authorized Seller** within the first thirty (30) days after the **Contract** purchase date. If **You** provide a written notice of cancellation to the **Authorized Seller** after the first thirty (30) days after the **Contract** purchase date, **You** will be entitled to a refund of the **Contract Price** based upon ninety percent (90%) of the unearned pro rata premium. If **We** or the **Lienholder** cancels this **Contract** at any time **You** will be entitled to a refund of the **Contract Price** based upon one hundred percent (100%) of the unearned pro rata premium. **Your** cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the **Vehicle**. The term of this **Contract** for cancellation purposes will be based on the date **You** purchased **Your Vehicle** and the **Vehicle** mileage on the date purchased. If the **Contract Price** was financed, any and all refunds will be paid to the **Lienholder**. If the **Contract Price** was not financed, any and all refunds will be paid to **You** by the **Authorized Seller**.”
2. The following statement is added to the first page of this **Contract**: “Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.”
3. **Contract Obligor** means Phoenix American Warranty Company, Inc.
4. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty **Contracts**.

#### **OREGON**

1. The following language is added at the end of paragraph 2 under “**Your Obligations**”:  
“If a **Covered Part** has a **Covered Breakdown** at any time outside of Claims Department regular business hours, **You** may take one of the following steps:
  - Wait until regular business hours and then follow the normal claims procedure outlined above; or
  - Authorize and pay for any teardown or diagnostic time needed to determine whether **Your Vehicle** has a **Covered Breakdown**. If **You** reasonably determine that **You** have a **Covered Breakdown** and **You** choose to have **Your Vehicle** repaired, **You** are responsible for paying for the repair. **You** must then call the **Administrator** during the next available regular business hours so that the **Administrator** may determine whether there was a **Covered Breakdown**. If the **Administrator** determines that there was a **Covered Breakdown**, then **We** will pay **You** in accordance with the terms and conditions of this **Contract**.”
2. The section entitled “**Arbitration**” is deleted.

#### **TEXAS**

1. Unless otherwise specified on the first page of this **Contract**, **You** paid for this **Contract** in cash. If **You** financed the **Contract Price**, the terms of the financing are contained in a separate agreement entered into between **You** and the **Lienholder**.
2. The following paragraph is added to the section entitled “**Cancellation Of This Contract – By Us**”: “If **We** cancel this **Contract**, **We** will mail a written notice to **You** at **Your** last known address contained in **Our** records at least six (6) days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. **We** will not send **You** advance notice if the reason for cancellation is nonpayment of the **Contract Price**, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.”
3. The following sentence is inserted after the first sentence under “**Cancellation Of This Contract – Refunds And Charges**”: “In that case, **We** will provide **You** with a refund within 45 days after the **Selling Dealer** receives **Your** written notice of cancellation, and if **We** fail to do so within that time, **We** will pay **You** a penalty of ten percent (10%) of the **Contract Price** for each month that the refund remains unpaid.”
4. Any unresolved complaints concerning **Us** or questions concerning the regulation of service contract providers may be addressed to the Texas Department of Licensing and Regulation at the following address and telephone numbers:

Texas Department of Licensing and Regulation  
P.O. Box 12157, Austin, TX 78711  
Telephone: (800) 803-9202/(512) 463-6599

#### **WASHINGTON**

1. The paragraph under the Customer Signature Section on the first page of this **Vehicle Service Contract/Application** is replaced with the following:  
“THIS **SERVICE CONTRACT** IS GUARANTEED FOR ITS LIABILITY UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY ISSUED BY **NATIONAL CASUALTY COMPANY**, A MEMBER COMPANY OF The Nationwide® Insurance group. **YOU MAY MAKE A CLAIM DIRECTLY AGAINST: NATIONAL CASUALTY COMPANY, P.O. BOX 4110, SCOTTSDALE, AZ 85261-4110 (800) 423-7675. The policy number is SC-1270.**”
2. The following is added to the “**Definitions**” section of this **Service Contract**:  
““**Reimbursement Insurance Policy**” means a policy of insurance that is issued to a **Service Contract Provider** to provide reimbursement to the **Service Contract Provider** or to pay on behalf of the **Service Contract Provider** all contractual obligations incurred by the **Service Contract Provider** under the terms of the insured **Service Contracts** issued or sold by the **Service Contract Provider**.”
3. The following language is added to the section entitled “**Contract Holder Obligations**”:  
“If a **Covered Part** has a **Covered Breakdown** at any time outside of Claims Department regular business hours, **You** may take one of the following steps:
  - Wait until regular business hours and then follow the normal claims procedure outlined above; or
  - Authorize and pay for any teardown or diagnostic time needed to determine whether **Your Vehicle** has a **Covered Breakdown**. If **You** reasonably determine that **You** have a **Covered Breakdown** and **You** choose to have **Your Vehicle** repaired, **You** are responsible for paying for the repair. **You** must then call the **Administrator** during the next available regular business hours so that the **Administrator** may determine whether there was a **Covered Breakdown**. If the **Administrator** determines that there was a **Covered Breakdown**, then **We** will pay **You** in accordance with the terms and conditions of this **Contract**.”
4. Under the section “**Exclusions – What This Service Contract Does Not Cover**”: Item A. 2. is replaced with the following:  
“2. A **Breakdown** caused by lack of customary, proper or **Vehicle Manufacturer’s** specified maintenance of the failed **Covered Part(s)**.”
5. The section entitled “**Cancellation Of This Contract – By Us**” is replaced with the following:  
“**We** have sixty (60) days from the date of the sale of the **Service Contract** to determine whether or not the **Vehicle** qualifies for coverage under the **Service Contract** program. If **We** have not cancelled **Your Service Contract** within sixty (60) days, **We** may not cancel this **Contract** and are fully obligated under the terms of the **Contract** sold to **You**, except for the following:
  - The **Vehicle** odometer fails, or for any reason does not record the actual mileage of **Your Vehicle** after purchase date, and **You** do not have it repaired and the mileage certified within thirty (30) days of failure date.
  - Fraud, material misrepresentation or non-payment.”
6. The paragraph under “**Cancellation Of This Contract – Refunds And Charges**” is replaced in its entirety with the following:  
“**You** will be entitled to a full refund of the **Contract Price** if **You** provide a written notice of cancellation to **Us** within the first thirty (30) days after the **Contract** purchase date, and if **You** have not filed a claim under this **Contract**. If **You** provide a written notice of cancellation to **Us** after the first thirty (30) days after the **Contract** purchase date, **You** will be entitled to a prorated refund of the **Contract Price** (less a \$25.00 cancellation fee if the **Contract** was cancelled ten (10) or more days after purchase) based on the greater of the number of days the **Contract** was in force or the miles driven compared to the total time or **Vehicle** mileage specified on the first page of this **Contract** under ‘Coverage Term.’ **Your** cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the **Vehicle**. The term of this **Contract** for cancellation purposes will be based on the date **You** purchased **Your Contract** and the **Vehicle** mileage on the date purchased. A ten percent (10%) penalty will be added to any refund that is not paid within thirty (30) days after **We** received **Your** request for cancellation. If the **Contract Price** was financed, any and all refunds will be paid to the **Lienholder**. If the **Contract Price** was not financed, any and all refunds will be paid to **You**. Written notice of cancellation by **Us** shall include the actual reason for cancellation and shall be mailed or delivered to **You** no less than ten (10) days prior to the effective date of cancellation where such cancellation is for nonpayment of the **Contract**, and no less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason.”
7. The paragraph under “**Other Important Contract Provisions/Limitations – Our Rights Against Others**” is replaced with the following:  
“**Our Rights Against Others** - If **You** receive any benefits under this **Contract**, **We** will be entitled to **Your** rights of recovery (for the amount due **Us** per the conditions of this **Contract**) against any manufacturer, repairer or other party who may be responsible to **You** for the costs covered by this **Contract** or for any other payment made by **Us**. If **We** ask, **You** agree to help **Us** enforce these rights. **You** also agree to cooperate and help **Us** in any other matter concerning this **Contract**.”
8. The “**Arbitration**” section under “**Other Important Contract Provisions/Limitations**” is deleted in its entirety.
9. The following is added to this **Contract**:  
“Any civil action in connection with this **Contract** will be handled under the jurisdiction of the State of Washington.”

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION  
FOR CLAIMS SERVICE CALL: (800) 552-5135