

# MOTORHOME SERVICE CONTRACT

For Demo Only!

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Motor Home Coach Serial #		Vehicle Purch	Used ase Price	Date: (New Only)		
Information Disclosure for application understand the following Contraction Page: "Contraction Page 1 & 2. Covered parts/Co	t Provisions t Term" outline	s and es the t tlines th	ne undersign I implied war ime and mileage ne coverage provi	ranty disclo	y! that I have read sure:	
Page 3. Contract Holder Oblic of your vehicle and requirement Page 4. Exclusions outlines w Page 5. How this Contract man Note: The implied warranty of mercha purchase date of the unit from a dealer PURCHASE OF THIS CONTRACT IS IF THIS CONTRACT HAS BEEN FII REFUNDS RESULTING FROM CANC	s of reporting a what the contract ay be Cancelle antability on the rewho also sold NOT REQUINANCED, TI	t claim. It does It does It doutlin It unit is It the un	not cover. nes contract cance not waived if this it covered by this IN ORDER TO	ellation procedu contract has be contract. PURCHASE	res. en purchased within nir E OR OBTAIN VEHI	nety days of the CLE FINANCING.
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USA - RV-AO-2(9/01)

Original - Purchaser

Yellow - Administrator

Pink - Dealer

Gold - Lienholder



American Guardian Warranty Services, Inc.

## **USA Travel Care / Motor Home — Service Contract**

This service contract must be attached to the appropriate Application Page, which is part of this Contract.

American Guardian Warranty Services, Inc. / 800 Roosevelt Rd., Glen Ellyn, IL 60137 / 630.790.6000 — Claims Office 800.579.2233

#### **Table of Contents**

- Definitions
- II. Covered Parts / Components
- III. Provider Obligations & Contract Holder Benefits
- IV. Optional Coverage / Upgrades
- V. Administrator Obligations
- VI. Contract Holder Obligations
- VII. How to Report a Claim
- VIII. What the Administrator will do when You Report a Claim
- IX. What is Not Covered
- X. Exclusions What this Service Contract does Not Cover
- XI. Option to Purchase another Service Contract when Current Contract Expires
- XII. Other Important Contract Provisions
- XIII. Transfer Option: How this Contract may be Transferred
- XIV. Transfer Application XV. Commercial Use Defined
- XVI. Provider's Right to Cancel this Contract
- XVII. How this Contract may be Cancelled, Including Refunds and Charges

#### Section I. — Definitions

Throughout this Service Contract, the underlined words and phrases are used and have special meaning. These are as follows:

- "Application Page" means the document which discloses: The Contract Holder's name, address, phone number; the Vehicle Year, Make, Model, Odometer Reading, Class, Identification Number, Purchase Price; Issuing Dealer name, address, phone number; Contract Term in miles and months; Contract Price and Important Disclosure Information signed by the Contract Holder.
- "Service Contract" or "Contract" means this document.
- "Breakdown" or "Mechanical Breakdown" means the failure of a covered part under normal service. 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 Holder", "You" or "Your" means the purchaser or holder of this Service Contract.
- "Administrator" or "Provider", "We", "Us" or "Our" means American Guardian Warranty Services, Inc., also known as "AGWS".
- "Vehicle" or "Unit" means the Motor Home / Recreational Vehicle described on the Application Page.
- "Covered Part(s)" or "Coverage" means any part of the unit, which is listed in Section II. Covered Parts / Components. New Vehicle covered parts/components 1 26; Used Vehicle covered parts/components 1 24; and not excluded in Section IX & X, by this Service Contract. Coverage may include optional coverage/upgrades listed in Section IV. Optional Coverage / Upgrades, and is marked on the Application Page. Used Vehicle coverage may include item #25 in Section II., if the appropriate surcharge is paid and is marked on the Application Page.
- "Repair Facility" means any repair facility at which the Contract Holder seeks to acquire service under this Contract.
- "<u>Deductible</u>" means the amount that you must pay for covered repairs PER REPAIR VISIT, listed on the Application Page. If no amount is shown on the Application Page, a \$100.00 Deductible will apply.
- "Commercial Use" means a unit registered to a business and/or for business purposes.
- "Participating Lender" means any financial institution providing financing for the purchase of the Vehicle and/or this Service Contract.
- "Contract Period" New and Used Recreational Vehicles expiration is measured in time and/or mileage from the Purchase Date and/or odometer reading at the time of this Service Contract Purchase.

#### Section II. — Covered Parts / Components

- 1. Engine: (Gas/Diesel) All internally lubricated parts, including: pistons, pins, and rings; connecting rods and bearings; crankshaft and main bearing; camshaft, followers, and cam bearings; push rods, valves, retainers, springs, guides, seats, followers, and lifters; rocker arms, shafts, and bushings; timing gear, chain, or belt, tensioners, and retainers; eccentric shaft; oil pump; cylinder barrels. Engine head(s) and engine block if damaged by the failure of an internally lubricated part. Water pump; fuel pump; oil pan; intake and exhaust manifolds; engine mounts and cushions; engine torque strut, timing cover; valve cover(s); harmonic balancer, flywheel (flexplate) and flywheel ring gear; vacuum pump; dipstick and tube; and pulleys. The following Diesel Engine Components (if appropriate surcharge has been paid): Fuel injectors (except contamination), fuel injection pump, and fuel heater. Turbo Charger Components: All internally lubricated parts within the turbocharger housing. Turbocharger housing is covered if damaged by the failure of an internally lubricated part.
- 2. <u>Transmission</u>: (Automatic or Standard) All internally lubricated parts contained within the transmission case and torque converter, vacuum modulator, internal linkage; mounts; reaction, main counter and input shafts; gears; hubs; shift rails and forks; oil pan; cooler and cooler lines; filler tube and dipstick. Transmission case and Transfer case if damaged by the failure of an internally lubricated part.

- 3. <u>Drive Axle</u>: .(Front and Rear) All internally lubricated parts contained within the differential housing, transaxle housing, and final drive housing. Axle shafts, constant velocity joints; universal joints; drive shafts, hub bearings; supports; retainers; and bearing; Differential housing, transaxle housing, four wheel drive hubs and bearings, and final drive housing if damaged by the failure of an internally lubricated part.
- 4. <u>Suspensions</u>: Struts (excluding replaceable cartridges), strut bar and bushing; upper and lower control arms; control arm shafts and bushings; upper and lower ball joints; steering knuckles; wheel bearings; stabilizer shaft, linkage, and bushings; kingpin and bushing; torsion bars; spindle and spindle supports; coil and leaf springs; and leveling system. Compressor, lines, and bags. Rubberized suspension components.
- 5. <u>Steering</u>: All internally lubricated parts of the steering gear box and gear housing if damaged by the failure of an internally lubricated part. Rock and pinion gear, power steering pump; main and intermediate steering column shafts and couplings; cooler an cooler lines; power cylinder, Pitman arm; idler arm; tie rod and tie rod ends; drag links; central link; steering dampener, control arm stabilizer shock assembly; control valve and cylinder.
- 6. <u>Air Conditioner</u>: Compressor, clutch, clutch pulley; clutch coils; condenser switch and condenser; evaporator; POA valve; accumulator, orifice tube; temperature control programmer; power module; idler pulley and bearing; receiver-dryer, blower motor and fan; expansion/suction valve; high/low cutoff switches; pressure cycling switch: P.C. Boards; ducts and outlets.
- 7. <u>Heating/Cooling</u>: Water pump, including impeller shaft, bearings, and bushings; radiator; heater core; fan; fan clutch; fan motor and controller module; coolant recovery unit; fan shroud; electric block heater, heater ducts and cabins.
- 8. <u>Fuel Delivery</u>: Fuel pump; fuel tanks; metal fuel lines; fuel distributor; fuel injection pump; fuel injectors; vacuum assist booster, metal fittings, fuel pressure regulator; carburetors; and auxiliary tank switch.
- 9. <u>Brakes</u>: Master cylinder; power assist booster and pump; wheel cylinders; combination valve; equalizer valve; hydraulic control unit; hydraulic lines and fittings; disc calipers; power brake cylinder, backing plates; clips, springs, and retainers; self-adjusters; parking brake linkage and cables; and rear actuators. <u>Air Brake Components</u>: Compressor, tank, auto bleeder valve, diaphragm, treadle; disc caliper, compensating valve; and slack adjusters.
- 10. **Electrical**: Starter and drive motor; alternator; voltage regulator; distributor; wiring harness; solenoid; relays; manually operated switches; front and rear defroster; mirror motors; wiper motors; gauges; window motors and controls; power antenna and motors; seat motors; power door locks; cruise control transducer, engagement switch, and servo; turn signal switch; dashboard clock; dual battery paralleling/isolator switch; back-up alarm, switch, relay and audible device.
- 11. <u>Electronic High-Tech</u>: Fuel injection sensors, control module, and injectors; electronic ignition module; electronic anti-detonation sensors and controller; electronic driver information display and module; electronic mixture control unit and sensors; electronic anti-lock brake system (ABS); mirror motors; relays; and P.C. Boards.
- 12. **Chassis Frame**: Metal Only; bumper wheels; manual lift jacks; latch and lift crank.
- 13. <u>Water Heater</u>: .Burner assembly; tank; thermostat; thermocouple; gas valve; heating elements; electronic ignition assembly; wiring harness; switches; fittings and connections, and P.C. Board.
- 14. Waste System: Shower, toilet, sink(s), holding tanks, vacuum breaker, and gate valves fittings and connections.
- 15. Fresh Water System: Water pump, compressor, water tanks, water lines, traps, fittings, PVC pipes, and faucets.
- 16. <u>Coach Air Conditioning/Ventilation</u>: Compressor; evaporator; capacitors; relays; thermostat: condenser, accumulator; expansion valve; receiver dryer, blower motor, switches; electronic module; reversing valve; P.C. Boards; pressure cycling switch; high/low cutoff switches; ducts, control panel and ventilation fans.
- 17. Range and Oven: Burner assembly; thermostat; thermocouple; burner valve; microwave oven; power hood; igniter, L.P. fittings and connections and P.C. Board.
- 18. L.P. Gas System: Regulators; valves and gauges; mounting brackets; tanks; pigtails; gas lines; shut off system and fittings.
- 19. <u>Heating System</u>: Furnace; igniter; burner assembly; thermocouple; gas valve; thermostat; blower motor; heat pump; heat strips; reversing valve; L.P. fittings and connections; ducts; P.C. Board.
- 20. Refrigerator: Thermostat; thermocouple; cooling unit; burner assembly; igniter; L.P. fittings and connections; control panel and P.C. Board.
- 21. <u>Auxiliary Powerplant/Generator</u>: All internally lubricated parts of the powerplant engine; starter switches, generator assembly; power converter, inverter, voltage regulator, gauges; hour meter, and P.C. Board. Head and/or cylinder block if damaged by the failure of an internally lubricated part.

- 22. <u>Convenience Package</u>: Rear monitor system; Ice maker, Freezer, Dishwasher, Washer/Dryer; Trash compactor,; Central vacuum cleaner system; Systems monitor panel; External barbecue; Tilt/Telescoping steering assembly; Horn; Horn switches; Spot light system; Carbon monoxide/Smoke detector; Alarm sensors; Garbage disposal; Electronic/Remote entrance; Thermometer; Compass; Central locking system; Power seat system; Awning mechanism (excluding cover/canvas); Hood and Door hinges; Hood latches and springs; Door handles; Seat tracks; Interior/Exterior light fixtures (excluding bulbs); Electrical outlets; Glove box door hinges and lock; Shift lever; Thermostat; Anti-theft system; Wonder bed lift motor and Printed Circuit Boards. Kitchen center if factory installed, or if dealer installed and meets all manufacturer specifications. <u>Power Step System</u>: All electrical & mechanical components.
- 23. <u>Leveling System</u>: Coach leveling jack system. **Note: Coverage is only available for vehicles that are factory installed or factory-approved dealer installed.**
- 24. Slide Out System: Slide out room extension system(s). Raised roof extension system.
- 25. <u>Seals & Gaskets</u>: (Optional on Used Units See Application Page) All seals and gaskets, and sealing boots are covered for all components, covered by this plan.
- 26. Exclusionary Coverage: (New Units Only See Application Page) New & Extended New coverage is an exclusionary plan under which Every Part/Component of the Unit is Covered, except those parts, components and conditions listed under Section's IX & X of this Service Contract, entitled "What Is Not Covered" and "Exclusions What This Service Contract Does Not Cover".

#### Section III. — Contract Holder Special Benefits

If a covered Mechanical Breakdown of the vehicle occurs during the term of this Contractor, the Provider will:

- Rental: Reimbursement is based on labor time charged to do the repair(s). Rental will not be authorized until the repairs have been authorized by our claims dept. One-day (1) rental is allowed for parts delay, inspection of breakdown, and/or four (4) hours to do repairs. An additional day of rental will be authorized for every additional eight (8) hours of labor time charged to do the repairs. To receive rental benefits the Contract Holder must supply Administrator with his/her receipt from a licensed rental agency. The limit on this reimbursement is up to \$40 per day for up to five (5) days per Mechanical Breakdown or series of Breakdowns related in time or cause.
- <u>Trip Interruption Reimbursement</u>: Reimburse the Contract Holder for motel and restaurant expenses up to \$125 per day for a maximum of three (3) days in the event of a Breakdown covered by the Contract, which occurs more than one hundred (100) miles from Your home and results in a Repair Facility keeping the Vehicle overnight. The maximum benefit per occurrence is \$375. To receive motel and restaurant reimbursement, the Contract Holder must supply Administrator with his/her receipts from the providers of such services.
- <u>Towing / Road Side Assistance</u>: In the event of a mechanical breakdown of a covered part during the term of this contract, you will be reimbursed for reasonable towing charges up to \$150 per occurrence. Additional towing coverage available if surcharge paid.

#### Section IV. — Optional Coverage / Upgrades

These options and upgrades are only applicable if shown on the Application Page and the appropriate surcharge is paid.

Audio / Video Entertainment: TV(s), TV antenna system, VCR, DVD, Stereo System(s), and Satellite System.

Plasma TV: Plasma TV(s) including the coverage in the Audio / Video Entertainment Option above.

**Commercial Use**: See Commercial Use Coverage.

<u>Upgraded: Towing / Road Side Assistance</u>: In the event of a Mechanical Breakdown of a Covered Part during the Term of this Contract, You will be reimbursed for reasonable towing charges up to \$300 per occurrence.

## Section V. — Administrator Obligations

If a covered Mechanical Failure of the Vehicle occurs during the term of this Service Contract, the Administrator will:

Pay the Contract Holder or the Repair Facility for repair or replacement, as the Administrator deems appropriate, of the Covered Part(s) which caused the Mechanical Failure, if the Contract Holder has met his/her obligations as described in this Contract and if the Failure is not excluded under the Exclusion Section X of this Service Contract. Replacement parts can be of like kind and quality. This may include the use of new or remanufactured parts determined by the Administrator. Repairs will be inclusive of labor charges for the replacement of those Covered Parts.

## Section VI — Contract Holder Obligations

- The Contract Holder hereby authorizes the Participating Lender to: 1) be listed as joint payee and receive any refund in the event this Contract is canceled, or 2) to cancel this Contract if the Contract Holder defaults in his/her obligations to the lender.
- 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 to a service facility.
- In order for this Contract to remain in force, the Contract Holder is required to serve the Vehicle according to the manufacturer. The
  Contract Holder must follow the vehicle manufacturer's maintenance guidelines to avoid denial of a claim because of improper
  maintenance. The Contract Holder must keep and make available verifiable signed service/purchase receipts which show that this
  maintenance has been performed within the time and mileage limit requirements.
- The Contract Holder and the Repair Facility are required to obtain from AGWS, an authorization number prior to beginning any repair covered by this Contract. AGWS reserves the right to inspect the covered Vehicle to evaluate requested repairs.
- The Contract Holder is responsible for paying a deductible for each visit to the Repair Facility.
- The Contract Holder is responsible for authorizing and paying for any tear down or diagnosis time needed to determine if the Vehicle has a covered Breakdown. If it is subsequently determined that the repair is needed due to a covered Breakdown then the Provider will pay for such tear down or diagnosis. If the failure is not a covered Mechanical Breakdown then the Contract Holder is responsible for payment of such tear down or diagnosis.

### Section VII — How to Report a Claim

- 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 Your Vehicle is within forty (40) miles of the Selling Dealer and the Dealer has a Repair Facility, You must call them and make sure they can work on Your particular Vehicle. If the Selling Dealer cannot do repairs, You may take the Vehicle to any qualified Repair Facility. To assure coverage under the Terms of the Service Contract Agreement, <u>Authorization must be obtained from American Guardian prior</u> to any repair.
- 3. Present this Contract to the Repair Facility, call the ADMINISTRATOR toll free at 1-800-579-2233 and fax any required maintenance receipts. The Administrator may be reached by mail at 800 Roosevelt Rd., Glen Ellyn, IL 60137.
- 4. Prior to proceeding with repairs, ensure the Repair Facility calls the ADMINISTRATOR with an estimate of repairs and receives an authorization number from Administrator. Claims must be submitted within sixty (60) days of the authorized repair.
- 5. The Claims Department of the Administrator is responsible for the performance of ADMINISTRATOR under this Contract. The Contract Holder is responsible for paying the deductible for each visit. (Shown on the Application Page)
- 6. 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.
- 7. To receive payment for Your claim, within sixty (60) days of authorization of repair from American Guardian submit: A) Completed signed original repair order. B) Proof of payment with original cash register receipt, credit card charge slip or copy of Your personal check. C) Copies of the original rental or towing receipts showing proof of payment with original cash register receipt, credit card charge slip or copy of Your personal check.

#### Section VIII — What the Administrator will do when You Report a Claim

Upon the filing of a claim under this Contract, the Administrator will verify the validity of the Contract (proper owner, proper Vehicle, Contract still in force), verify the Breakdown and 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.

#### Section IX — Exclusions — What is Not Covered

The following parts are not covered: Paint, carpeting, trim, moldings, lenses, bright metal, body panels, caulking, grouting, delaminating or discoloring, ornamentation, canvas, vinyl or fabric, upholstery, walls, wood, panels, tires and wheels, bumpers, metal supports, body adjustments, fiberglass top, weather strips and weather stripping, rust or corrosion, hubcaps, physical damage, rubber hoses, light bulbs and headlights, air bag/supplemental restraint system, any repositioning, refitting or realigning or bent or sagging frames. All Maintenance Service and Items such as: wiper blades, shock absorbers, alignments, wheel balances, engine tune-ups, spark plugs, brake pads, brake linings and shoes, filters, lubricants, coolants, belts and hoses, thermostat, plug wires, distributor cap and rotor, battery and battery cable(s), manual/hydraulic clutch assembly, normal fluid/oil lubricant seepage, service adjustments and cleaning, body adjustments, exhaust system (except exhaust manifolds), 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(s).

#### Section X — What this Service Contract does Not Cover

This Contract does not cover the following: Repairs required because of overheating, towing, or overloading beyond the chassis manufacturer's recommended capacity; a Breakdown not occurring during the Term of this Contract; a Breakdown caused by lack of manufacturer's specified maintenance; 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. Repair of any parts added or replaced during a covered repair, which are not necessary to the completion of the covered Breakdown or were not damaged by the failure of a Covered Part. Any cost covered by a repairer's or supplier's quarantee, or any cost which would normally be covered by a manufacturer's warranty; cost of other damages caused by continued Vehicle operation after the failure of a Covered Part or the failure to replace a worn part that has not failed; any liability, cost or damages the Contract Holder may incur to the benefit of any third parties other than USA Travel Care/AGWS — approved repair or replacement of Covered Parts which caused a Mechanical Breakdown; a Breakdown caused by sludge, rust or corrosion; 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; 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; 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. Any costs or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins. Any part not covered by, or excluded by the original vehicle manufacturer's warranty. Vehicles that have been modified which affect the Breakdown. Commercial Use, unless an additional surcharge is paid. Pre-existing conditions. Repairs not authorized by AGWS. Warranty of Merchantability or Warranty of Fitness for a particular purpose is expressly excluded.

### Section XI — Option to Purchase another Service Contract when Current Contract Expires

The Contract Holder may request to purchase another Vehicle Service Contract if the following criteria are satisfied. 1) The purchase must be made at least thirty (30) days and 1000 miles prior to the expiration of the current Contract. 2) The Vehicle is made available for inspection at Provider's request. 3) The Vehicle must qualify for 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. 5) Cost for the new Contract will be based on the current rates. 6) Any questions or to purchase a Service Contract, contact the Selling Dealer or call 1-800-579-2233.

### Section XII — Other Important Contract Provisions

The obligation of the Provider to perform under this Contract is insured by St. Charles Insurance Company, R.R.G., policy #GLA 12-S101342-00, 3 Lockwood Drive, Suite 303A, Charleston, SC 29401, (888) 488-7777. St. Charles Insurance Company, R.R.G., is reinsured by Hannover Re. In the event that the Dealer, or We cease to operate, are bankrupt, or fail to pay a covered claim within thirty (30) days after proof of loss is filed, You may file a direct claim with St. Charles Insurance Company, R.R.G. If this Service Contract was purchased in the State of Washington, such a claim may be made to St. Charles Insurance Company, R.R.G. at any time. This policy is issued by Your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of Your state. State insolvency guaranty funds are not available for Your risk retention groups.

- This Contract is not issued by the manufacturer or wholesale company marketing the Vehicle. This Contract will not be honored by such manufacturer or wholesale company.
- This Contract contains the complete Agreement between the parties and is not valid unless signed by both the Contract Holder and an authorized representative of the Provider.
- The aggregate total of Provider's liability for all benefits paid or payable during the Term of this Contract shall not exceed the actual cash value of the Vehicle according to current National Auto Dealers Association standards at time of the Breakdown.

## Section XIII— Transfer Option: How this Contract may be Transferred

Only the original Contract Holder may transfer this Service Contract. This option is not available to the Contract Holder if the Vehicle is traded or sold to or through any entity other than a private party. The rights and duties of the Contract Holder under this Contract may be transferred in a sale of the Vehicle directly to another private party, but only if the Contract Holder: 1) Sends the completed transfer application to Administrator within thirty (30) days of the sale or transfer of the Vehicle, and 2) encloses a \$50.00 transfer fee. In the event the Vehicle is a total loss or is repossessed, any rights and obligations under this Contract immediately transfer to the Lien Holder, if any. The Contract Holder must provide the new owner with copies of all receipts as listed under the Section of this Contract entitled "CONTRACT HOLDER OBLIGATIONS".

### Section XIV — Transfer — Application

To transfer this Contract, complete the following and mail it along with a photocopy of the front of this Contract to: USA Travel Care / AGWS, 800 Roosevelt Road, Glen Ellyn, IL 60137.

Please transfer the remainder of the Vehicle Service 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: **USA Travel Care / AGWS.** 

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 **ADMINISTRATOR**.

### Section XV — Commercial Use Defined

A commercial Use Vehicle is defined as a Vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturers G.V.W. or for excessive hauling and pulling are excluded from coverage hereunder. Tow trucks, snowplows, taxis and police vehicles are specifically excluded from coverage hereunder.

## Section XVI — Provider's Right to Cancel this Contract

Provider reserves the right to cancel this Contract and will not pay for Mechanical Breakdown if the odometer of the Vehicle fails or for any reason does not record the actual mileage of the Vehicle after the Contract Purchase Date and the actual mileage of the Vehicle cannot be established to a reasonable degree of certainty, if there is alack of required maintenance, if the Vehicle is operated without coolant or lubricant, if the Vehicle is used for commercial purposes (unless the Commercial Use Option is part of this Contract), and if there is a material misrepresentation by the Contract Holder to the Provider.

### Section XVII — How this Contract may be Canceled, Including Refunds and Charges

The Contract Holder may cancel this Contract by contacting Administrator, 800 Roosevelt Road, Glen Ellyn, IL 60137, (800) 579-2233. the Contract Holder may cancel this Contract within thirty (30) days of the Contract Purchase Date, if no claim has been made, and receive a full refund of the total Contract Purchase Price, less the applicable cancellation fee. The Contract Holder may cancel this Contract at any other time and receive a pro-rata refund of the Total Contract Purchase Price based on the greater of the days in force or the miles driven compared to the Total Contract Term, less the applicable cancellation fee. The Term of this Contract for cancellation purposes will be based on the date of purchase of the Vehicle and the mileage on such date for both new and used vehicles. Administrator is primarily liable to provide any refund under this Contract.