

TRAVEL TRAILER/5TH WHEEL/SLIDE IN POP-UP SERVICE CONTRACT

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Address						Admini: American Guar		
City			State	Zìp				
Issuing Dealer			Dealer	Code	\dashv			
Address Demo Only					Office Use Only			
City	City		State	Zip		1	-	
Lienholder						Unit Purchase Price	Contract Price	
Year	Make		Model		Original In-Service/Mi	FG. Warranty Start Date Only needed if unit/ plan selected is New		
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USA - RV-AO-3(9/01)

Original - Purchaser

Yellow - Administrator

Pink - Dealer

Gold - Lienholder



USA Travel Care

Travel Trailer / 5th Wheel / Pop-Up & Slide-In Camper — 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 800.579.2233

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Section I. — Definitions

Throughout this Service Contract, 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, Unit Serial Number, Purchase Price; Issuing Dealer name, address, phone number; Contract Term in 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 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 Unit/Vehicle covered parts/components 1 - 15; Used Unit/Vehicle covered parts/components 1 - 13; and not excluded in Section VIII. & IX., by this Contract. Coverage may include optional coverage/upgrades listed in Section IV. Optional Coverage / Upgrades, and is marked on the Application Page. Used Unit/Vehicle coverage may include item #14 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.
- "Deductible" means the amount that you must pay for covered repairs PER REPAIR VISIT, shown 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. Units that are used more than manufacturer's G.V.W. or for excessive hauling, are excluded from coverage,
- "Participating Lender" means any financial institution providing financing for the purchase of the unit and/or this Service Contract.
- "Contract Period" New and Used Recreational Vehicles expiration is measured in time, from the purchase date of this Service Contract.

Section II. — Covered Parts / Components

- Chassis: Frame: Metal Only, bumper wheels, manual lift jacks, latch and lift crank. Brakes: Master cylinder, hydraulic and electric brake actuator, wheel cylinders, and backing plates. Suspension: Wheel bearings, U joints, coil and leaf springs; assemblies, bushings, spindles and supports; axles and axle shafts; and McPherson struts (excluding replaceable cartridges
- Water Heater: Burner assembly, tank, thermostat, thermocouple, gas valve, heating elements, electronic ignition assembly, wiring harness, switches, fittings and connections, and P.C. Boards.
- Waste System: Shower, toilet, sink(s), holding tanks, vacuum breaker, gate valves, fittings and connections.

- 4. Fresh Water System: Water pump, compressor, water tanks, water lines, traps, fittings, PVC pipes, and faucets.
- 5. <u>Coach Air Conditioning/Ventilation</u>: Compressor, evaporator, capacitors, relays, thermostat, condenser, accumulator, expansion valve, receiver dryer, blower motor, switches, and electronic module; reversing valve, P.C. Boards, pressure cycling switch, high/low cutoff switches, ducts, control panel and ventilation fans.
- 6. Range and Oven: Burner assembly, thermostat, thermocouple, burner valve, microwave oven, power hood, igniter, L.P. fittings and connections, and P.C. Boards.
- 7. L.P. Gas System: Regulators, valves and gauges, mounting brackets, tanks, pigtails, gas lines, shut off systems, and fittings.
- 8. <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, and P.C. Boards
- 9. Refrigerator: Thermostat, thermocouple, cooling unit, burner assembly, igniter, L.P. fittings and connections; control panel, and P.C. Boards.
- 10. <u>Auxiliary Power-Plant/Generator</u>: All internally lubricated parts of the power-plant engine, starter switches, generator assembly, power converter, inverter, voltage regulator, gauges, hour meter, and P.C. Boards. Head and/or cylinder block if damaged by the failure of an internally lubricated part.
- 11. Convenience Package: Ice maker, freezer, dishwasher, washer/dryer, trash compactor, central vacuum cleaner system, systems monitor panel, external barbecue, carbon monoxide/smoke detector, alarm sensors, garbage disposal, electronic/remote entrance, thermometer, compass, central locking system, awning mechanism (excluding cover), hood and door hinges; hood latches and springs; door handles, interior/exterior light fixtures (excluding bulbs), electrical outlets, thermostat, anti-theft system, wonder bed lift motor, and computer Printed Circuit Boards. Kitchen center if factory installed, or if dealer installed and meets all manufacturer specifications. Power Step System: All electrical and mechanical components.
- 12. <u>Leveling System</u>: Coach leveling jack system. **Note: Coverage is only available for vehicles/units that are factory installed or factory approved dealer installed**.
- 13. Slide Out Systems: Slide out room extension system(s). Raised roof extension system.
- 14. <u>Seals / Gaskets</u>: (Optional on Used Units See Application Page): All seals, gaskets and sealing boots are covered for all components covered by this plan.
- 15. Exclusionary Coverage: (New Units Only See Application Page): New & Extended New coverage is an exclusionary plan under which Every Component of the Units is Covered, except those parts, components and conditions listed under Section VIII of this Service Contract entitled "What is Not Covered" and Section IX "Exclusions What this Service Contract doe Not Cover".

Section III. — Provider Obligations & Contract Holder Benefits

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

Pay the Contract Holder or the Repair Facility for repair or replacement, as Administrator deems appropriate, of the Covered Part(s) which caused the Mechanical Breakdown if the Contract Holder has met his/her obligations as described in this Contract and if the Breakdown is not excluded under the Exclusions Section of this Contract. Replacement parts can be of like kind and quality. This may include the use of new or remanufactured parts as determined by American Guardian Warranty Services, Inc.

<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.

Road Side Assistance/Service Call: In the event of a mechanical breakdown of a covered part during the term of this Contract, you will be reimbursed for reasonable charges for road side assistance/service call charges up to \$100 per occurrence.

Section IV. — Optional Coverage / Upgrades

The optional coverage(s) are only applicable if marked on the Application Page and the appropriate surcharge is paid.

Audio/Video Entertainment: TV(s) (Except Plasma TV's), TV antenna system, DVD, VCR, 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 in Section I.

Road Side Assistance/Service Call: In the event of a Mechanical Breakdown of a Covered Part during the Term of this Contract, you will be reimbursed for reasonable Roadside Assistance and/or a Service Call charges up to \$200 per occurrence.

Section V. — Contractor 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 cancelled or 2) to cancel this contract in the event the Contract Holder defaults in his/her obligations to such lender.
- In order for this Contract to remain in force, the Contract Holder is required to service the Unit as described by 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 Administrator, an authorization number prior to beginning any repair covered by this Contract. AGWS reserve 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 VI — 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 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 Vehicle. If the dealer cannot perform the repairs, You may take Your Vehicle to any qualified Repair Facility. To receive coverage under the Terms of this Agreement, <u>Authorization from American Guardian must be received prior to repair work</u>.
- 3. Present this Contract to the Repair Facility, call the **ADMINISTRATO**R at **1-800-579-2233** and fax any required maintenance receipts. Administrator can be reached through the 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 the Administrator.
- 5. The Claims Department of the Administrator is responsible for the performance of the **ADMINISTRATOR** under this Contract. In-home service is not provided under this Contract. The Contract Holder is responsible for paying the deductible for each visit (shown on 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 Administrator 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 VII — What the Administrator will do when You Report a Claim

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

Section VIII — 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, any repositioning, refitting or realigning. All Maintenance Service and Items such as: 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), 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). The Audio & Video Entertainment components and Plasma TV's listed in Section IV are not covered for New or Used Units, unless a surcharge is paid and the appropriate box is marked on the Application Page.

Section IX — Exclusions — What this Service Contract does Not Cover

This Contract does not cover the following: Repairs requested 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 guarantee, 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 of 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 repairs not authorized by AGWS. Warranty of Merchantability or Warranty of Fitness for a particular purpose is expressly excluded. Commercial Use, unless an additional surcharge is paid and the appropriate box is marked on the Application page. Pre-Existing conditions.

Section X — 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 XI — Other Important Contract Provisions

- 1. The obligation of the Provider to perform under this Contract is insured by St. Charles Insurance Company, R.R.G., policy #GLA12-S101342-00, 3 Lockwood Dr., Suite 303A, Charleston, SC 29401 (888) 488-7777. St. Charles Insurance Co., R.R.G. is reinsured by Hannover Re. The Dealership agrees that all sums paid by the Contract Holder under the Terms of this Contract, excluding a commission earned by the Dealership and others shall be submitted on behalf of the Contract Holder to American Guardian Warranty Services, Inc., 800 Roosevelt Road, Glen Ellyn, IL 60137, and others for the purpose of assuring claims under this Contract. In the event that We, or the Dealer, 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 is purchased in the State of Washington, such a claim may be made to St. Charles Insurance Company, R.R.G. at any time.
- 2. Purchase of this Contract is not required in order to purchase or obtain financing for the vehicle.
- 3. 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.
- 4. 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 the time of Breakdown.

Section XII — 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, 2) Encloses a \$50.00 transfer fee; and 3) The manufacturer warranty must transfer to the second owner. 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 XIII — 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 ELLY, 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 XIV — 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 a lack 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 XV — 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 number of the days in force 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 for both New and Used Units. The Administrator is primarily liable to provide any refund under this Contract.