



3850 HWY 93 S.  
Kalispell, MT 59901

(o) (406) 755-1915  
(f) (406) 755-1913

Estimate: C4147

Customer Name: 6348 - ROBINSON, MERLE L  
Address: 2755 US HWY 93 W  
WHITEFISH, MT  
Phone#(res): (406) 871-1601  
Phone#(bus):  
Cell Phone:  
Email: merle@MerleRobinson.com

Date In: 20 AUG 20  
Promised Date:  
Purchased Date: 21 AUG 20  
Delivery Date:

Author: CRV5  
Stock No: 3584  
Year: 2017  
Manufacturer: LEISURE TRAVEL  
Brand: LEISURE TRAVEL  
Model: UNITY

Exterior Color: WHITE SUEDE  
Chassis#: 8BNPF4CC8GE132463  
Serial#:  
License#:  
Miles/Hrs: 11517

**Job #1 - External**

COMPLAINT: EXTENDED WARRANTY CONTRACT RV ELITE

CAUSE: CONTRACT# 6462132463  
1-800-297-0256

**Other Services**

Code	Description	Qty	Price	Total
SS	SHOP SUPPLIES	1	0.00	0.00
SSE	SHOP SUPPLIES - EXTERNAL	1	0.00	0.00
M	EXTENDED WARRANTY CONTRACT	1	5,450.00	5,450.00

**Subtotal for Job #1: 5,450.00**

Parts Total: 0.00  
Labour Total: 0.00  
Sublet Total: 0.00  
Extras Total: 5,450.00  
MONTANA SALES TAX: 0.00  
Estimate Total: 5,450.00

DISCLAIMER OF WARRANTIES-Any warranties on the products sold under this repair order are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by the Seller, in no way affects the terms of the manufacturer's warranty. Products and/or labor sold under this repair order not covered under the manufacturer's warranty will be limited to a 90-day, 3,000 mile in-house warranty, whichever comes first, by the seller. I hereby authorize the repair work to be done along with necessary materials. You and your employees may operate above vehicle for purpose of looking, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs hereto. YOU WILL NOT BE HELD RESPONSIBLE FOR ANY PERISHABLE ITEMS. YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.  
Service Call Fee: \$80. Waste Disposal Fee: \$60. Shop Labor Rate: \$145/HR with one hour minimum.  
ONCE NOTIFIED OF COMPLETED REPAIRS, VEHICLES LEFT ON PREMISES OVER 48 HRS WILL BE SUBJECT TO A \$50 PER DAY STORAGE FEE.

Customer Signature : \_\_\_\_\_

Date: 20 Aug 2020

Estimate: C4147 ROBINSON, MERLE L \*C4147\*

**EMERGENCY ROADSIDE ASSISTANCE BENEFITS  
COVERAGE AND LIMITATIONS  
Deductible Does Not Apply**



Emergency Roadside Assistance benefits are provided by SafeRide Motor Club, Inc., a company independent of Administrator. SafeRide Motor Club, Inc. administers (removed and provides) the Emergency Roadside Assistance service through a network of contracted independent (added independent) service providers who have arrangements with SafeRide to perform road service and towing for SafeRide clients (removed members). As independent contractors, they have exclusive control over their own equipment and personnel. SafeRide is not responsible for their acts or omissions. All 24-Hour Roadside Assistance services are administered (removed provided) by SafeRide Motor Club, Inc., 4287 Beltline Road, #238, Addison, TX 75001.

- 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 and overages.
- **Your** service begins on the purchase/effective date shown on Page 1 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 (866) 688-6355  
AND IDENTIFY YOURSELF AS A RV Elite+ 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. **Lockout 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 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. Trucks over one-ton capacity, taxicabs or other commercial vehicles. Camping trailers, travel trailers or any 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 SafeRide.

**PLEASE NOTE: THIS IS NOT A REIMBURSEMENT SERVICE.** Assistance obtained through any source other than by calling toll-free (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.).

**Dispatch Service.** **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 SafeRide is sending to **You**, 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. SafeRide 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. SafeRide 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 accident, fire, flood or vandalism are normally covered under **Your Vehicle** insurance, but **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, We ask 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.

Roadside Assistance is available only while **Your Contract** is in force and services obtained through any source other than the toll-free number listed above are not covered and are not reimbursable. (Services not available in areas where state providers are exclusively utilized.)

Protection under this **Contract** is the primary responsibility of **NATIONAL CASUALTY COMPANY**.

We agree that in return for an administrative fee paid by You, this **Contract** will be administered on Your behalf. Please refer to section "**4. YOUR OBLIGATIONS**" on Page 2 of this **Contract**.

## 1. DEFINITIONS

- **Administrator, Our, Us and We** means Phoenix American Warranty Company, Inc., 6303 Blue Lagoon Dr., Suite 225, Miami, FL 33126; (800) 297-0256. In the state of California, means Phoenix American Insurance Group, Inc. dba PAIG Insurance Marketing, 6303 Blue Lagoon Dr., Suite 225, Miami, FL 33126; (800) 297-0256.
- **Application** means this **Application** for a **Contract**.
- **Breakdown** means the total failure of any **Covered Part** to perform its function due solely to defect in workmanship or material.
- **Contract** means this **Application** if and once it is accepted by **Administrator**. For **Contract Holders** in the state of Washington, **Service Contract** means a **Contract** or agreement for consideration over and above the lease or purchase price of the Motor Vehicle for a specified duration of time and/or mileage to perform the repair or replacement for **Breakdowns** due to a defect in materials or workmanship, or normal wear and tear and may provide incidental payment of indemnity under limited circumstances including towing, rental, emergency road services, or other expenses relating to the failure of the Motor Vehicle or of a component part thereof.
- **Contract Holder, You, Your, Yours and I** refers to the **Contract Holder** identified in the "**CUSTOMER INFORMATION**" section on Page 1 of this **Contract**. For **Contract Holders** in the state of Washington, **Service Contract Holder** and **Contract Holder** means the person who is the purchaser or holder of a **Service Contract**.
- **Contract Obligor** means the **Administrator**.
- **Contract Price** means the price of this **Contract** as specified in the "**VEHICLE INFORMATION**" section on Page 1 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 Page 1 of this **Contract** as **Contract Price**.
- **Contract Purchase Date** means the date that You purchase this **Contract/Application** if and once it is accepted by **Us**.
- **Covered Breakdown** means a **Breakdown** that is covered by this **Contract**, as specified in section "**5. OUR OBLIGATIONS**" on Page 2.
- **Covered Part** means an item listed as a **Covered Part** in section "**6. COVERED PARTS**" on Page 3.
- **Covered Repair** means a repair to a **Covered Part** that is approved by the **Administrator**.
- **Dealer** means the RV Dealer identified in the "**DEALER INFORMATION**" section on Page 1 of this **Contract**.
- **Deductible** means the **Deductible**, if any, shown on Page 1 of this **Contract** and is for each repair visit.
- **Lienholder** means the party (if any) that has made a loan to You to finance the purchase price of the **Vehicle** and this **Contract**, as identified on Page 1 of this **Contract**.
- **Limits of Liability** has the meaning given to such term in section "**13. OTHER IMPORTANT CONTRACT PROVISIONS/LIMITATIONS**" on Page 5.
- **Manufacturer's Warranty** means the warranty provided by the **Vehicle Manufacturer** on the **Vehicle**.
- **Motor Vehicle for Contract Holders** in the state of Washington means a **Vehicle** subject to registration under chapter 46.16 RCW.
- **Service Contract Provider for Contract Holders** in the state of Washington, means a person who is contractually obligated to the **Service Contract Holder** under the terms of the **Service Contract**. The **Service Contract Provider** is **Administrator**.
- **Vehicle** means the Motorhome, Travel Trailer, Slide-In, Fifth Wheel, Folding Camper or Horse Trailer covered by this **Contract**, as identified in the "**VEHICLE INFORMATION**" section on Page 1 of this **Contract**.
- **Vehicle Manufacturer** means the manufacturer of the **Vehicle**.
- **Vehicle Purchase Date** means the calendar date that You purchase the **Vehicle**.
- **Vehicle Purchase Price** means the amount You paid for the **Vehicle** as set forth in the "**VEHICLE INFORMATION**" section on Page 1 of this **Contract**.

## 2. TERMS AND CONDITIONS

This **Contract** is subject to the following terms, conditions, limitations, and exclusions. No party has the right to change this **Contract** or to waive any of the terms and conditions herein. This **Contract** is for the sole benefit of the **Contract Holder** as identified on Page 1 in the "**CUSTOMER INFORMATION**" section of this **Contract** and applies only to the **Vehicle** as identified in the "**VEHICLE INFORMATION**" section on Page 1

## 3. COVERAGE PERIOD

**Application Acceptance:** This document is an **Application** for coverage under a vehicle service contract. Upon acceptance by **Administrator**, this **Contract/Application** will become **Your**

**Contract** and coverage becomes effective on the **Contract Purchase Date**. In the event that **Your Application** is not accepted, **You** will receive a refund of the **Purchase Price** of this **Contract** by the **Dealer**.

**New Vehicle Term:** Upon acceptance by **Us**, coverage begins on the **Contract Purchase Date**. Coverage expires upon the passing of the number of months as specified in the "**CONTRACT TERM**" section on Page 1. **New Vehicle Term Coverage** is only available for vehicles identified as "New" in the "**VEHICLE**" section on Page 1.

**Used Vehicle Term:** Upon acceptance by **Us**, coverage begins on the **Contract Purchase Date**. Coverage expires upon the passing of the number of months as specified in the "**CONTRACT TERM**" section on Page 1. A **Used Vehicle Term** contract must be purchased on the **Vehicle Purchase Date**. **Used Vehicle Term Coverage** is only available for vehicles identified as "Used" in the "**VEHICLE**" section on Page 1.

## 4. YOUR OBLIGATIONS

1. The **Contract Holder** hereby authorizes the **Lienholder** to:
  - 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 five thousand (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 **Administrator** upon request, verified signed repair orders issued by a repair facility performing the above required maintenance and servicing that show that the above required maintenance and servicing were performed on a timely basis. Each repair order must contain the then-current date, then-current odometer reading, and a detailed list of each and every service performed on the **Vehicle** and the parts replaced.
3. In order for a claim payment to be made under this **Contract**, **You** must take the **Vehicle** to any licensed repair facility and abide by the following:
  - **You** must advise **Your** repair facility that **You** have a **Service Contract** and have them call (800) 297-0256 to obtain an **Authorization Number** from the **Administrator** prior to beginning any repair(s) to a **Covered Part**.
  - Once claim has been authorized, **You** will be responsible for paying the **Deductible** as elected on Page 1. The standard one hundred dollar (\$100.00) **Deductible** for each visit to the repair facility will apply to this **Contract** unless **You** elected a different **Deductible** option and paid the applicable surcharge at time of **Contract Purchase Date**.
  - **You** are responsible for authorizing and paying for any teardown costs and diagnostic time needed to determine if the **Vehicle** has a **Covered Breakdown**. If **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**.
  - Upon completion of a **Covered Repair** payment can be made directly to the repair facility or **You** can send all repair documentation requested by **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) 297-0256  
Claims Department hours are Monday through Friday, 8 a.m. to 7 p.m. ET  
CLAIMS MUST BE SUBMITTED WITHIN 180 DAYS FROM  
AUTHORIZATION TO QUALIFY FOR REIMBURSEMENT

## 5. OUR OBLIGATIONS

1. **Covered Breakdown (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 Our Liability**, for the repair or replacement as **Administrator** deems appropriate, of the **Covered Part(s)** that caused the **Breakdown**, but only if:
  - **You** have met **Your** obligations as set forth in this **Contract**; and
  - The **Breakdown** is not one of the excluded **Breakdowns** listed under section "**9. EXCLUSIONS - What This Contract Does Not Cover**" on Page 3.

Replacement parts can be of like kind and quality. They may include new, remanufactured or used parts as determined by **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.

NO CLAIM WILL BE PAID WITHOUT PRIOR AUTHORIZATION - FOR CLAIMS SERVICE CALL (800) 297-0256

## 6. COVERED PARTS

### RV ELITE+ 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 the "**9. EXCLUSIONS - WHAT THIS CONTRACT DOES NOT COVER**" section on Page 3.

### COACH 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 of the following listed "**Covered Parts**" that fail as a result of a **Covered Breakdown** subject to the exclusions listed in section "**9. EXCLUSIONS - WHAT THIS CONTRACT DOES NOT COVER**" on Page 3.

### COACH COVERAGE:

- Air Conditioning (Roof Mounted 110v or Central)
- Audio/Visual System
- Auxiliary Powerplant/Generator
- Awning System
- Coach Electrical Components
- External Barbecue
- Fresh Water System
- Heating System
- LP Gas/Propane System
- Power Step Coverages
- Range and Oven
- Refrigerator
- Slide-Out Room(s)
- 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.

## 7. EXPENSE REIMBURSEMENT PACKAGE

### RENTAL REIMBURSEMENT (Motorhome Coverage Only)

In the case of a **Covered Repair**, We will reimburse **You** for substitute transportation. Such reimbursement will be limited to fifty dollars (\$50.00) 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 three hundred-fifty dollars (\$350.00) per occurrence (except where prohibited by law).

### ADDITIONAL RENTAL EXPENSE (Motorhome Coverage Only)

Car rental benefit will be increased up to five (5) additional days, and up to fifty dollars (\$50.00) per day in cases of a 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**.

### ON-SITE REPAIR REIMBURSEMENT

In the event of a failure of a **Covered Part**, We will reimburse **You** up to two hundred dollars (\$200.00) 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 three hundred dollars (\$300.00) for towing service (except where prohibited by law).

- **\$500.00 Towing Option** is available if selected in the "**OPTIONAL COVERAGE**" section on Page 1 and surcharge paid at time of **Vehicle Purchase Date**.

### TRIP INTERRUPTION REIMBURSEMENT

**Contract Holder** will be reimbursed up to two hundred dollars (\$200.00) per day for a maximum of three (3) days (total maximum benefit of six hundred dollars (\$600.00) 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.

## 8. ADDITIONAL COVERAGES

### WINTERIZATION COVERAGE

(Surcharge Applies and Must Be Paid on Contract Purchase Date.)

We will reimburse the **Selling Dealer** for up to one (1) hour of labor and up to thirty dollars (\$30.00) in parts to winterize the **Vehicle** listed in the "**VEHICLE INFORMATION**" section on Page 1 of this **Contract**. If **You** are unable to return the **Vehicle** to the **Selling Dealer** take the **Vehicle** to a **Licensed Repair Facility** and call (800) 297-0256 before beginning service.

### RV TECHNICAL ASSISTANCE (866) 688-6355

With the RV Elite+ Service Contract, **You** are given high priority when **You** call for technical assistance and instruction from a staff of certified RV Technicians. This service 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**. (The **Contract Holder** or operator performing technical adjustments or modification does so at their own risk.)

### REPAIR LOCATOR SERVICES (866) 688-6355

We will help **You** locate the nearest professional service center. SafeRide Motor Club, Inc., is not responsible for any damages or negligence on the part of the service center providing **You** with repair services or parts. SafeRide Motor Club, Inc., is not able to advise if the repair facility is authorized or confirm availability. This service is only to provide locations in the area **You** have requested.

### CONCIERGE SERVICES (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.

## 9. EXCLUSIONS-WHAT THIS CONTRACT DOES NOT COVER

- Air Bag/Supplemental Restraint Systems
- All Fabric; Panels; Walls; and Wood.
- All Maintenance Services including but not limited to:  
Air Conditioning Refrigerant or Engine Coolants; Brake Pads; Engine Tune-Ups;  
Filters; Hoses and Belts; Linings & Shoes; Lubricants and Fluids; Spark/Glow  
Plugs; Suspension Alignments; and Wheel Balancing.
- Battery and Cable
- Body Panels
- Bolts and Fasteners
- Brake Rotor/Drums
- Bright Metal
- Bumpers
- Buttons, Door Hinges; Fastening Adhesives; Glass; Glass Framework; and Handles.
- Cabinetry; Countertops; and Upholstery
- Canvas, Vinyl or Fabric
- Carburetor
- Clutch Throw Out Bearing
- Diesel Exhaust Fluid
- Distributor Cap/Rotor
- Exhaust System (Except Manifold)
- Fiberglass Top
- Floor and 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
- Repositioning, Refitting or Realigning
- Roofs
- Rust or Corrosion
- Shocks

**NO CLAIM WILL BE PAID WITHOUT PRIOR AUTHORIZATION - FOR CLAIMS SERVICE CALL (800) 297-0256**

- Shop Supplies; and Hazard Waste Removal
- Tires/Wheels
- Trim
- Weather Stripping (Excluding slide-out seals)
- Window Coverings
- Wiper Blades
- Zippers

A. This Contract provides no benefits or coverage and We have no obligation under this Contract for:

1. A Breakdown caused by lack of customary, proper or Vehicle Manufacturer's specified maintenance.
2. 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.
3. Repair of any parts in connection with a Covered Repair when those parts are not necessary for the completion of the Covered Repair or were not damaged by the failure of a Covered Part. Such repair or replacement is an improvement to the Vehicle and is not covered by this Contract.
4. Pre-existing damage or a Breakdown that occurred before Your purchase of this Contract either of which would have or should have been obvious and apparent to a reasonable person if that component was inspected at time of purchase.
5. A Breakdown caused by or involving modifications or additions to the Vehicle unless those modifications or additions were performed or recommended by the Vehicle Manufacturer.
6. A Breakdown caused by misuse, abuse, racing or any form of competition.
7. Any cost covered by a repair facility or part suppliers guarantee or warranty, or any cost that would normally be covered by a Vehicle Manufacturer's Warranty or a dealer warranty required under state law, whether or not such warranty is in force respecting the Vehicle.
8. Costs or other damages caused by the failure of a part listed in this Contract as an excluded part.
9. Damage to the Vehicle caused by continued Vehicle operation after the Breakdown of a Covered Part.
10. Any liability, cost or damages You incur or may incur to the benefit of any third parties, other than the Administrator approved repairs or replacement of Covered Parts that caused a mechanical Breakdown.
11. A Breakdown caused by overheating, rust, or corrosion.
12. A Breakdown caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, acts of public enemy or any government authority or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting the Vehicle.
13. A Breakdown not occurring in the continental United States, Alaska, Hawaii, and Canada.
14. Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages, freight and shipping charges or loss that result from a Breakdown.
15. 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.
16. Any cost or other benefit for which the Vehicle Manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
17. Any part not covered or excluded by the original Vehicle Manufacturer's Warranty.
18. The maintenance services and parts described in paragraph 1 under section "4. YOUR OBLIGATIONS" on Page 2 or in the Vehicle Manufacturer's maintenance schedule for the Vehicle.
19. 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.
20. Repairs performed without Our prior authorization.
21. Any part not listed as a Covered Part, even if that part is damaged by a Covered Part.

B. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract if:

1. The Vehicle odometer fails, or for any reason does not record the actual mileage of the Vehicle after Contract Purchase Date, and You do not have it repaired and the mileage certified within thirty (30) days of a failure date.

2. The Vehicle is used for business purposes, deliveries, construction, or commercial hauling and/or is registered to a business.
3. You rent, lease, or otherwise loan the Vehicle to another party.
4. You are using or have used the Vehicle in a manner that is not recommended by the Vehicle Manufacturer.
5. The Vehicle is modified from the Vehicle Manufacturer's original specifications.
6. The Vehicle is equipped to use fuel other than gasoline or diesel.
7. The Vehicle has a salvage title or is a grey market Vehicle.
8. The Vehicle is used as the primary or full-time residence.

#### 10. TRANSFER OF COVERAGE - HOW COVERAGE MAY BE TRANSFERRED

This Contract covers the original Contract Holder and is transferable to a subsequent Vehicle owner if You sell the Vehicle, but only if:

1. You are the first holder of this Contract;
2. The Vehicle is sold to a private purchaser of the Vehicle. (Transfer rights are voided when the Vehicle is sold or traded, to an entity engaged in the wholesale or retail sale, leasing or rental of vehicles.);
3. Administrator receives from You the complete transfer information within thirty (30) days after the date You sell the Vehicle;
4. You pay Administrator a fifty dollar (\$50.00) transfer fee; and
5. You provide the new owner with copies of all Vehicle maintenance and service records required by this Contract. (Refer to section "4. YOUR OBLIGATIONS" on Page 2.)

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

#### TRANSFER INFORMATION

To transfer this Contract, You must contact Administrator and submit the following:

1. A letter requesting We transfer the Contract to the new owner.
2. A fifty dollar (\$50.00) check or money order payable to: Phoenix American Warranty Company, Inc.
3. Documentation verifying a change of ownership of the Vehicle, including the following:
  - (1) Name of the New Owner, (2) Address, City, State, Zip, (3) Date of Transfer, (4) Odometer Mileage on Date of Transfer, (5) Signature of New Owner and (6) Signature of Vehicle Seller.
4. A photocopy of the front of the Contract.
5. Submit all of the above stated information to:

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

#### 11. CANCELLATION OF THIS CONTRACT

##### By You

You may cancel this Contract by contacting the Dealer or by notifying Us in writing at the following address: Phoenix American Warranty Company, Inc., 6303 Blue Lagoon Dr., Suite 225, Miami, FL 33126.

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

##### 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.

**NO CLAIM WILL BE PAID WITHOUT PRIOR AUTHORIZATION - FOR CLAIMS SERVICE CALL (800) 297-0256**

## 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 **Dealer** or **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 the **Dealer** or **Us** after the first thirty (30) days after the **Contract Purchase Date**, if You provide written notice of cancellation to the **Dealer** or **Us** within the first thirty (30) days after the **Contract Purchase Date** and a claim has been filed, 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 fifty dollar (\$50.00) cancellation fee) based on the number of days the **Contract** was in force compared to the total time specified in the "**CONTRACT TERM**" section on Page 1. 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 **Contract Purchase Date**. 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 **Dealer**.

## 12. FUTURE CONTRACT RENEWAL

You may request to purchase another **Contract** for Your **Vehicle** as stated in the "**VEHICLE INFORMATION**" section on Page 1 prior to the expiration of this **Contract**, which is subject to the following:

1. The **Vehicle** qualifies under Our then current underwriting and pricing guidelines.
2. Renewal of coverage is requested by You in writing to **Dealer** at least thirty (30) days prior to the expiration of the **Contract**.
3. You must provide **Dealer**, with Your request to purchase a renewal **Contract** along with verifiable service records evidencing that You have complied with section "**4. YOUR OBLIGATIONS**" on Page 2.
4. You make the **Vehicle** available to Us for inspection, if requested by Us.
5. All parts covered under the renewal **Contract** are to be in proper working condition.
6. Any questions or to purchase another **Contract**, contact the **Dealer**.
7. Service records may be required by Us.

## 13. OTHER IMPORTANT CONTRACT PROVISIONS/LIMITATION LIMITS OF 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 the **Vehicle** at the time of a **Covered Breakdown**, as determined by **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 **Dealer**.

## WHEN THIS CONTRACT WILL END

This **Contract** will terminate when:

1. Your **Vehicle** reaches the time limitation specified on Page 1 of this **Contract**;
2. You sell the **Vehicle** unless this **Contract** is properly transferred as provided in section "**10. TRANSFER OF COVERAGE**" on Page 4; or
3. This **Contract** is cancelled as outlined in section "**11. CANCELLATION OF THIS CONTRACT**" on Page 4 of this **Contract**.

## SEVERABILITY

If one or more of the provisions of this **Contract** are held to be invalid by a court of competent jurisdiction, then such provision or provisions shall be severed herefrom and shall be inoperative with no effect upon the validity of the remaining provisions of this **Contract**, and the remaining provisions shall continue in full force and effect.

## DISPUTE RESOLUTION

1. **ARBITRATION: READ THIS ARBITRATION PROVISION CAREFULLY, AS IT INVOLVES THE WAIVER OF RIGHTS TO ACCESS AND MAINTAIN OTHER AVAILABLE DISPUTE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING. SPECIFICALLY,**

INSTEAD OF SUING IN COURT, DISPUTES ARE RESOLVED THROUGH AN ARBITRATION PROCESS WHERE THE RULES ARE DIFFERENT, AND NEITHER YOU NOR US WILL HAVE THE RIGHT TO ACCESS A JUDGE OR JURY, OR PARTICIPATE AS ANY MEMBER OF A CLASS, AND JUDICIAL REVIEW AND CERTAIN LEGAL RIGHTS, ALONG WITH DAMAGES, MAY BE LIMITED.

If a dispute arises under the **Contract** which cannot be resolved amicably by You and Us through reasonable cooperation, upon election of either Party, any and all unresolved claims, counterclaims, disputes or controversies of any nature whatsoever (whether in tort, contract or otherwise) and including statutory law (including any and all so-called consumer fraud and protection statutes), common law, fraud (whether based on misrepresentation or omission) or other intentional tort, property or equitable claims arising out of, relating to, under or in connection with this **Contract** (or the discernment, display, offer, purchase or sale thereof), or the validity, scope, interpretation and enforcement of any provision of this **Contract** ("Dispute"), shall be settled exclusively through confidential binding arbitration in accordance with the provisions hereunder and the then in effect Expedited Procedures of either (i) the American Arbitration Association's ("AAA") Commercial Arbitration Rules (the "AAA Rules") or (ii) the JAMS Comprehensive Arbitration Rules (the "JAMS Rules"), as elected by whoever first files an action, unless You and Us agree otherwise in a writing signed by both. The arbitration shall be conducted before one (1) arbitrator selected in accordance with either the AAA Rules or the JAMS Rules. The provisions in this **Contract** shall govern and control over any inconsistency or conflict between them and either the AAA Rules or the JAMS Rules. The addresses and websites of the relevant arbitration organizations are: (i) AAA, 335 Madison Ave., Floor 10, New York, New York 10017-4605, www.adr.org; and (ii) JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614. If neither AAA nor JAMS is able or willing to serve, and You and Us cannot otherwise agree on a substitute administrator or arbitrator, then a court of competent jurisdiction shall appoint an arbitrator. We will consider any good faith request You make to Us to pay the arbitrator's filing, administrative, hearing and/or other fees if You cannot obtain a waiver of such fees from the arbitrator and, if granted in Our sole discretion, We will not seek or accept reimbursement of any such fees. We will bear any fees and costs required of Us under applicable law.

a. **Governing Law, Venue, Decision.** The arbitration provisions in this **Contract** shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the "FAA") and not by any state arbitration law, and it is expressly agreed that this **Contract** evidences a transaction in interstate commerce. The interpretation and enforcement of the substantive provisions of this **Contract** and the resolution of any Dispute shall be governed by the law of the state in which You purchased this **Contract**. The applicable rules of evidence shall be the U.S. Federal Rules of Evidence. All statutes of limitation that otherwise would apply to an action brought in court will apply in arbitration. The arbitrator shall be authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court. Any arbitral award may be entered and enforced by any court of competent jurisdiction. The arbitration shall take place Miami-Dade County, Florida, or in the state and county in which this **Contract** was executed by You, unless You and Us otherwise agree in a writing signed by both. You and Us consent to the personal jurisdiction of and laying of venue before any court located in the state in which the arbitration is held, for purposes of enforcement of any arbitral award. The arbitrator may decide that an in-person hearing is unnecessary and that the arbitrator can resolve a Dispute based on the papers submitted by You and Us and/or through a telephonic hearing. However, any arbitration hearing that You attend will take place at a location that is reasonably convenient to You, and notice of the time, date and location thereof shall be provided to You and Us under the applicable arbitration rules. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount in controversy in a Dispute exceeds \$50,000 or involves a request for injunctive or declaratory relief where it is foreseeable to involve a cost or benefit to either You or Us exceeding \$50,000, then either You or Us may appeal the award to a panel consisting of three arbitrators and administered by either AAA or JAMS, as the case may be, which panel shall reconsider any aspect of the initial award as requested by You or Us, and the decision of such panel shall be by majority vote, final and binding except for any right of appeal provided by the FAA. All references to "arbitrator" herein shall, in such instance, mean to apply to such panel of arbitrators. The costs of such appeal will be borne in accordance with the provisions of this section that describe who will bear the costs for the initial arbitration proceeding and, as applicable, as set forth in the FAA.

b. **Limitation on Damages.** Unless otherwise expressly permitted under applicable state law, in which case the arbitrator shall have the authority to award such damages as expressly permitted thereunder, the arbitrators shall not have authority to award consequential, punitive, moral or other exemplary damages, attorneys' fees and costs, or interest, including pre-award interest, in any arbitration proceedings hereunder, and any court of competent jurisdiction entering or enforcing any such award shall not have the authority to modify such award to include any such damages or amounts. For purposes of clarification, in the event that a court of competent jurisdiction finds that an applicable

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federal or state statute precludes such limitation of any of the foregoing damages, or finds otherwise that the **We** must bear **Your** attorneys' fees and costs if **You** prevail in order to enforce the arbitration provisions herein, then the arbitrator and court shall treat any such limitation as severed herefrom without affecting the validity of any other provision of this **Contract**, and such limitation shall not form the basis of any action by **You** under applicable law.

c. **JURY WAIVER.** EACH PARTY HEREBY AGREES THAT IT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS **CONTRACT**.

d. **CLASS ACTION WAIVER.** FURTHER, ANY DISPUTE RELATED HERETO SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. AWARDS SHALL BE LIMITED TO CLAIMS BETWEEN **YOU** AND **US**. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL RELEVANT PARTIES. NO AWARD OR DECISION WILL HAVE ANY PRECLUSIVE EFFECT AS TO ISSUES OR CLAIMS IN ANY DISPUTE WITH ANYONE WHO IS NOT A NAMED PARTY TO THE PROCEEDING. THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR JOINED OR CONSOLIDATED ARBITRATION.

This **Contract** may be subject to applicable state endorsements for the State in which **You** purchased this **Contract**. Any applicable endorsements will be attached hereto on the following page(s).



**SERVICE CONTRACT/APPLICATION**  
**Amendatory Endorsement**

**MONTANA**

1. Under the section entitled "**13. OTHER IMPORTANT CONTRACT PROVISIONS/LIMITATIONS, DISPUTE RESOLUTION - Arbitration**" is deleted.



DEALER ADVANTAGE INC  
CRESTON RV LLC EV 49224  
PENDING CONTRACT LIST  
8/21/20 TO 8/21/20

\*\*\* FOR RECONCILIATION ONLY \*\*\*  
\*\*\* PRINT DEALER REGISTER FOR SUBMITTAL \*\*\*

CONTRACT NUMBER	RATE ID	CONTRACT HOLDER NAME	TERM	MAKE DESCRIPTION	MODEL DESCRIPTION	MODEL YEAR	STOCK NUMBER	AMOUNT DUE	DATE ENTERED
76 ERMU 645212463	ELITE13X	ROBINSON, MERLE	060/999999	LEISURE TRAVEL VAN	UNITY IB	17	3584	3,921.00	8/20/20
TOTAL AMOUNT DUE:								3,921.00	