GOOD SAM EXTENDED SERVICE PLAN TERMS AND CONDITIONS

Terms & Conditions of the Master Policy of Insurance Issued to the Good Sam Club

I. IMPORTANT TELEPHONE NUMBERS

If You need assistance for customer service matters such as sales, payments, or cancellations please call the customer service telephone number at 1-800-895-3060.

For all claim related matters please call 1-888-861-8697.

II. AGREEMENT

The Good Sam Extended Service Plan Evidence of Insurance and the Good Sam Extended Service Plan Terms and Conditions of the Master Policy make up the **entire Agreement (the "Agreement")**, The Agreement is between the Good Sam Club (hereinafter referred to as **"We", "Us"** and **"Our"**), **Our Insurance Company**, and between **You** regarding the **Coverage** and related benefits for **Your Approved Vehicle,** , as stated in the Good Sam Extended Service Plan Evidence of Insurance. This Agreement begins on the **Effective Date** and ends on the **Expiration Date** or when the **Expiration Mileage** has been reached on the **Approved Vehicle** Odometer, whichever occurs first.

III. DEFINITIONS

Throughout this Agreement, the words "**You**" and "**Your**" refer to the named Agreement holder as shown in the Good Sam Extended Service Plan Evidence of InsuranceEvidence of Insurance Page. Other words and phrases that appear in bold face type have special meaning. They are defined as follows:

1. **Administrator** means QBE Administration Services, Inc. **You** may contact the **Administrator's** office at any time for coverage questions or receive assistance in filing a claim at 1-888-861-8697, P.O. Box 372790, Denver, CO 80237-9714. Claims mailed-in without the **Administrator's** prior authorization will not be accepted.
2. **Insurance Company** refers to QBE UK Limited, whose head office and registered address is 30 Fenchurch Street, London, EC3M 3BD, United Kingdom. QBE UK Limited is the issuer of the Master Policy of Insurance to the Good Sam Club.
3. **Approved Vehicle** means the vehicle identified by the **VIN** in the Evidence of Insurance Page.
4. **Coverage** means the **Coverage You** selected for the **Approved Vehicle** as fully described under Section **V. COVERAGES**.
5. **Covered Part:** If **You** purchased the Silver Coverage the **Covered Parts** are the parts installed at the time of the manufacturing of the **Approved Vehicle** that are specifically listed after each component group heading of the **Coverage** plan purchased. Any part not listed on the **Coverage You** purchased is not covered, regardless of the cause for its failure.

   If **You** purchased the Gold Coverage, all parts installed at the time of the manufacturing of the **Approved Vehicle** are covered, except for those parts and services found in Section **VII. EXCLUSIONS** of this Agreement. Repairs needed to a non-covered part caused by the **Mechanical Breakdown** of a **Covered Part** will also be covered under the Gold Coverage, unless other exclusions apply.
6. **Deductible:** The amount shown in Section B of the Good Sam Extended Service Plan Evidence of Insurance Page for which **You** are responsible to pay to the repair facility in the event of a claim being covered by this Agreement. This does not include any non-covered repairs or expenses which **You** will be responsible for.
7. **Effective Date** means the date on which **Your** Agreement will become effective, for the **Coverage You** have selected.
8. **Emergency Repair** means a necessary repair to **Your Approved Vehicle** at a state licensed repair facility when the **Administrator's** offices are closed.
9. **Expiration Date** means the date shown on the Good Sam Extended Service Plan Evidence of Insurance Page that will cause this Agreement to expire, even if the **Expiration Mileage** has not been reached.
10. **Expiration Mileage** means the maximum total mileage indicated on the **Approved Vehicle's** odometer that will cause this Agreement to automatically expire, even if the **Expiration Date** has not been reached.
11. **Mechanical Breakdown** means the failure of a **Covered Part** to perform its intended function due to defects in materials or faulty workmanship in its manufacturing. This does not include the normal reduction in operating performance of a **Covered Part** due to normal wear and tear, including parts in which wear tolerances that are outside the manufacturer's specifications are exceeded that are not due to defect in material or faulty workmanship in the manufacturing of a Covered Part. (Please refer to Section **VII. EXCLUSIONS** for other exclusion that may apply). Leaks of a **Covered Part** will only be considered a **Mechanical Breakdown** if it is an active leak to a drip. **Seepage and/or buildup is considered normal and will not be covered**.
12. **Retail Value of the Vehicle** means the retail value of the **Approved Vehicle** at the time of repair or service, as determined by J.D. Power, (https://www.jdpower.com/cars), taking into consideration the location, mileage and condition of the **Approved Vehicle**.
13. **Vehicle Identification Number (VIN)** means the seventeen alpha-numeric identifiers assigned to a motor vehicle by the manufacturer.

IV. HOW TO MAKE A CLAIM

1. If the **Approved Vehicle** is inoperable, and to prevent any further damage, immediately stop the **Approved Vehicle** and call for towing or roadside assistance. It is **Your** responsibility to use all reasonable means and precautions to protect the **Approved Vehicle** from further damage. Continued operation of the **Approved Vehicle** after any **Mechanical Breakdown** shall constitute failure to protect the **Approved Vehicle**. Any damage from failure to protect the **Approved Vehicle** shall not be recoverable.
2. Prior to starting repairs, the repair facility must contact the **Administrator's** claims office at 1-888-861-8697 with diagnosis and estimate of repairs. If **You** experience an **Emergency Repair** when a covered **Mechanical Breakdown** occurs when the **Administrator's** office is closed, **You** must have the repair facility contact the **Administrator** during the next two business days. Failure to contact the **Administrator** and report the claim within the next two business days may result in nonpayment (see Section **VII. EXCLUSIONS**).
3. **You** must authorize **Your** chosen state licensed repair facility to inspect and diagnose the **Mechanical Breakdown**, as necessary, to determine the cause of failure and the cost of parts and labor to repair. IMPORTANT: **You** must call the **Administrator** prior to any engine or transmission disassembly. **You** are responsible for the cost of disassembly in the event the **Mechanical Breakdown** is NOT payable under this Agreement (see General Agreement Exclusions).
4. If requested, permit inspection of the **Approved Vehicle** by the **Administrator** BEFORE repairs are performed.
5. Upon request, provide proof of maintenance (see **VI. YOUR RESPONSIBILITIES**).
6. **You** must pay the **Deductible** and any other non-covered expenses as applicable.

7. Payment for covered **Mechanical Breakdowns** will be made to either the repair facility or **You** in accordance with Agreement provisions within thirty (30) days after receipt of the repair order. Repair orders must be received by the **Administrator** within ninety (90) days of completion of repairs and the repair order must be signed by **You**. Failure to sign repair order may cause delays in processing **Your** claim.

Claims mailed-in without the prior authorization of the Administrator will be denied.

V. COVERAGES

1. Silver Coverage

If **You** elected the Silver Coverage, the following parts listed after each component group heading are covered:

Engine: Engine block; cylinder head; rotor housing (rotary engine); oil pan; valve cover; timing cover; all internally lubricated parts contained within the engine block, cylinder head, or rotor housing; oil pump; timing chain, timing chain gears and timing chain tensioners; timing belt and timing belt tensioner; balance belt; variable valve camshaft actuator **(not the variable valve solenoid)**; intake and exhaust manifolds **(If the catalytic converter is permanently attached to the exhaust manifold, the exhaust manifold will not be covered if the mechanical breakdown is the catalytic converter.)**; harmonic balancer; engine mounts; water pump; flywheel or flexplate.

Transmission, transaxle and transfer case: Case housings, housing covers and pans; all internally lubricated parts contained within the housings; torque converter; viscous couplings; vacuum modulator; transmission mounts; transfer case shift/encoder motor; transmission/transaxle range position sensor/switch.

Drive axle (includes FWD, 4WD and AWD vehicles): Front and rear drive axle housings and covers; all internally lubricated parts contained within the drive axle housings; axle shafts; constant velocity joints and boots; driveshafts; universal joints; flex discs; driveshaft center support bearing; driveshaft yokes; 4WD engagement actuators and motors; 4WD manual locking hubs.; all seals and gaskets forth.

Air and Fuel System: Fuel pumps; supercharger/turbocharger housing and all internal parts of the housings **(does not include wastegates or other attaching parts)**.

Odometer & Speedometer: Odometer and speedometer and their cables and connectors.

Steering: Steering gear assembly; rack and pinion housing all internally lubricated parts contained within the housing; power steering pump and it's reservoir; seals and gaskets for the steering gear assembly and the rack and pinion housing; power steering pump pulley; steering column shafts, their couplings and bearings; tie rod ends; pitman arm, idler arm, and all other steering linkages; power steering metal lines.

Front Suspension: MacPherson struts; upper and lower control arms; control arm shafts and bushings; upper and lower ball joints; Front wheel hub and bearing; steering knuckles and spindles; stabilizer bar, stabilizer bar bushings and links; coil springs; torsion bars.

Brakes: Master cylinder, vacuum or hydro booster; calipers; wheel cylinders; equalizer and distributing valves, proportioning valve.

Interior Climate Control; A/C Compressor, compressor clutch and it's pulley; accumulator; receiver dryer; evaporator; condenser; serpentine belt tensioner and idler pulley; expansion valve; orifice tube; A/C pressure switches, blower motor and blower motor resistor.

Electrical – Alternator; voltage regulator; starter motor; starter solenoid; manually operated electrical switches; ignition switch; wiper motors; electronic ignition control module; radiator fan relay; wiring harnesses; and electrical components of a heated back glass defroster. **NOTE: Heated back glass coverage is for electrical components only and does not include general glass or other physical damage.**

Seals and Gaskets: Seals and Gaskets are covered for those listed parts in this section.

2. Gold Coverage

If **You** elected the Gold Coverage, all parts installed at the time of the manufacturing of the **Approved Vehicle** are covered, except for those parts and services found in Section **VII. EXCLUSIONS** section of this Agreement. Repairs needed to a non-covered part caused by the **Mechanical Breakdown** of a **Covered Part** will also be covered under the Gold Coverage as long as no exclusions apply.

3. **Optional Tire Protection Coverage** (The Deductible does not apply to this Option) (Available for Silver and Gold Coverage): If **You** opted to purchase the Optional Tire Protections Coverage, in the event a tire attached to the **Approved Vehicle** is damaged by a covered **Road Hazard**, We will reimburse **You** up to $50.00 for tires that can be repaired. In the event the tire damage is unrepairable **We** will reimburse up to $750.00 per tire. **We** will also reimburse **You** up to an additional $40.00 for mounting, balancing and valve stem of any tire that was repaired or replaced under this coverage. For a tire to qualify for this coverage the tire that was damaged must still have a minimum of 3/32nd of tread depth on the tire and the tire cannot be older than 7 years old per the manufacturer's date on the tire. Replacement tires must be of the same like, kind, and quality. Please note that if an **Emergency Repair** was completed, pictures showing tread depth and the tire manufacturing date will be required before reimbursement is made.

4. Additional Benefits of the Agreement

Car Rental:
If **Your Approved Vehicle** becomes inoperative due to a **Mechanical Breakdown** that is covered by this Agreement or any repair being covered under a manufacturer's warranty, **We** will pay for Car Rental reimbursement up to $60.00 per day, not to exceed 5 days for a total of $300.00 for any one (1) period. Car Rental will be based on the number of labor hours approved for the **Mechanical Breakdown** repair. Each eight (8) hours or portion thereof of approved labor counts as one (1) day Car Rental. In the event the **Approved Vehicle** requires an inspection by **Us**, **We** will pay up to an additional two (2) days Car Rental. Car Rental is not provided for delays because of shop scheduling or for work not covered by this Agreement. Car Rental will be reimbursed only upon receipt of an invoice from a licensed car rental agency. This benefit applies only if there is no **Trip Interruption** benefit being applied.

Trip Interruption: For this Benefit to apply, the covered **Mechanical Breakdown** must have occurred 100 miles or further from **Your** residence and requires **You** to stay in the location where the covered **Mechanical Breakdown** occurred. **You** will be reimbursed for up to ten (10) days of (receipted) costs for meals, lodging and car rental (this car rental is not to be combined and is not in addition to the **Car Rental** benefit) with the expense incurred by **You** and **Your** family while staying at a hotel/motel or campground that is due to a covered **Mechanical Breakdown** which has caused a delay en-route to **Your** destination. To qualify for this benefit, **You** must not be able to utilize **Your Approved Vehicle** due to a covered **Mechanical Breakdown** covered under this **Agreement.** The covered period will begin on the date of the **Mechanical Breakdown** and one (1) day of travel benefits will be paid for each eight (8) hours, or portion thereof, of authorized labor time required to complete the repairs. Up to two (2) days will be added in the event the **Approved Vehicle** requires an inspection by **Us** to determine if repairs are covered under this **Agreement**. No travel benefits will be paid for delays that may be caused repair facility scheduling or things such as part delays, shipments, or holidays and weekends. Expenses will be reimbursed up to $150.00 per day for meals and lodging and up to $60.00 per day for rental car costs.

VI. YOUR RESPONSIBILITIES

To obtain coverage or reimbursement under this Agreement, **You** must: (i) properly operate the **Approved Vehicle** and (ii) provide proof of scheduled maintenance services. Proof of scheduled maintenance services includes maintenance records that show mileage, date of maintenance service, **VIN** and the maintenance that was performed.

Scheduled maintenance service requires periodic service checks based on mileage and/or time intervals based on the year, make and model of **Your**

Approved Vehicle. Please review the Owner's Guide for **Approved Vehicle** for **Your** scheduled maintenance service requirements. If **You** perform **Your** own scheduled maintenance services, **You** must maintain a log including date, mileage and description of each maintenance service and provide corresponding receipts for purchases of parts and fluids. **Covered Parts** that require replacement at certain time and/or mileage intervals are not covered due to scheduled maintenance service requirements. In the event a **Covered Part** was not replaced at its prescribed replacement interval it will not be covered in the event a **Mechanical Breakdown** occurs.

VII. EXCLUSIONS

This Agreement Excludes the Following:

1. **Any claim submitted without the authorization of the Administrator prior to starting any repairs. (see IV. HOW TO MAKE A CLAIM). Mail in claims without receiving prior authorization will not be accepted.**
2. **Any Mechanical Breakdown or damage resulting from continued operation, such as not stopping Your Approved Vehicle immediately or having it towed or caused by Your failure to take reasonable precautions to prevent further damage when an apparent problem exists (see IV. HOW TO MAKE A CLAIM).**
3. **The repair or replacement of any Covered Part if a Mechanical Breakdown has not occurred.**
4. **Any costs incurred for diagnostics or disassembly work if a Mechanical Breakdown is not covered by this Agreement (see XI. PAYMENT OF COVERED REPAIRS).**
5. **Any preexisting conditions (a condition that already existed on the Approved Vehicle when You purchased Your Agreement) or any Mechanical Breakdown occurring prior to the Effective Date of the Agreement, whether it be known or unknown.**
6. **Any repair or replacement of a Covered Part that has failed due to normal wear and tear and not due to a defect in material or faulty workmanship in the manufacturing of a Covered Part.**
7. **Repair or replacement of an engine due to oil consumption, loss of compression or misfires (which may cause a check engine light), if the only problem is due to normal wear and tear such as worn piston and/or piston rings, lining up of piston rings, worn engine block, worn valves or valve guides, or carbon/sludge build up on these parts.**
8. **Any environmental surcharges, waste disposal fees, shop supplies, and other similar miscellaneous charges.**
9. **For Silver Coverage: Any part that is not listed for coverage is not covered, regardless of the cause of for the failure of that part. There is no consequential coverage for non-covered parts that are damaged due to the failure of a covered part.**
10. **For Gold Coverage: Consequential damages will be covered as long as no other exclusions apply.**
11. **Any non-covered parts or services, including but not limited to, the performance of normal maintenance services as set forth in the owner's guide for the Approved Vehicle, scheduled replacement of parts and wear items, and parts and services such as: adjustments of any type unless required with a repair being covered by this Agreement; all rubber, plastic and metal lines, hoses and tubes; fittings and connectors for lines, hoses and tubes; spark plugs; tune-ups; fan, engine, and serpentine belts; all filters; oil drain plug and oil filter housing caps and covers; glow plugs; engine block plugs (also called Welch or freeze plugs); adjustments to carburetors or fuel injection systems; complete exhaust systems including catalytic converters and particulate filters; brake rotors; brake drums; brake shoes; brake pads; brake springs and other brake mounting hardware; all batteries; external charging stations or systems; battery cables and connectors; fuses and circuit breakers; clutch slave and master cylinder; clutch disc, pressure plate, throw-out (release) bearing, dry clutch assemblies for automatically shifted manual transmissions, and pilot bearings; body and frame mounts; wheel alignments; wheel balance; tires, wheels and rims; flushing or cleaning of any system; wiper blades and arms; clamps; attaching hardware; grommets; glass; mirror glass; body parts; body and glass seals; paint/trim; soft trim; moldings; bright metal and chrome; door and window weather stripping; upholstery; fabric; convertible top frames and upholstery; electronic device software; digital video and compact audio discs; all HID, LED, halogen bulbs and standard incandescent bulbs; headlight, taillight, turn light and all other all other lighting assemblies; freight and core charges; any part that was not originally installed by the manufacturer; oil, coolant, additives, and refrigerants or other fluids, except when required in conjunction with the repair of a Covered Part (this is limited to necessary amounts required to refill the system one (1) time for the repair of the Covered Part); nuts, bolts, and fasteners except when required to complete a covered repair on a Covered Part.**
12. **Any part that a repair facility or manufacturer recommends or requires to be repaired, replaced, or is an update (including updated software or programming), and is not a Mechanical Breakdown. This includes modifications, replacement or alteration of existing parts or systems necessitated by the replacement of an obsolete, superseded, or unavailable part, and improper maintenance or repair.**
13. **Any Mechanical Breakdown or damage resulting from misuse; abuse; negligence; damage due to overcharging; jump starting; allowing an electric or hybrid drive vehicle's high voltage drive battery to reach zero or near zero; exposing the Approved Vehicle to temperatures above 120 degrees Fahrenheit over 24 hours or -13 degrees Fahrenheit for over 7 days; use of any electric or hybrid vehicle charger not recommended by the manufacturer.**
14. **Any Mechanical Breakdown or damage resulting from collision or upset; fire or smoke; theft or attempted theft; vandalism; riot or civil commotion; acts of war or invasion; terrorism; explosion; lightning; earthquake; freezing; rust or corrosion; windstorm; hail; water or flood; acts of God; salt; pollution or contamination; environmental and road hazard damage; chemical or nuclear incident; ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel or from any other external cause.**
15. **Any Mechanical Breakdown caused by a lack of required maintenance as set forth under Section VI. YOUR RESPONSIBILITIES; contaminants or contaminated fluids, fuel, coolants, oils, and lubricants; foreign objects; improper amounts or types of lubricants, fuels, or coolants; sludge and/or varnish.**
16. **Any loss or expense that is a direct result of a mechanical or structural defect for which a manufacturer has announced a recall or other announcement for the purpose of correcting a defect, or the repair of any part covered by the Federal Emission Warranty, whether collectable or not.**
17. **Any vehicle that currently has or at any time has had an altered, or inoperative odometer that has been left unrepaired, whether such repair is covered by this Agreement or not.**
18. **Any vehicle modified or altered with, but not limited to, high performance, off-road equipment, and/or battery/electrical system that is not original factory equipment, done before or after the Effective Date of this Agreement. Any vehicle used for any type of competitive driving or racing.**
19. **Any vehicle that is used or equipped with any of the following: Any tire or wheel sizes and/or offsets not recommended by the manufacturer. Any vehicle equipped with a lift kit or has any parts that are used to lift a vehicle or its suspension.**
20. **Mechanical Breakdown or failure as a result of spinning of tires or over revving.**
21. **Any vehicle used for pulling a trailer, unless the vehicle was properly equipped beforehand for this purpose as recommended by the manufacturer.**
22. **Any vehicle that is reconstructed from salvage; declared a total loss; is a manufacturer or Dealer buyback; declared a lemon; the vehicle identification number has been changed or altered;**

or if the original manufacturer's warranty has been voided for any reason.

23. **Any loss or expense if Your Approved Vehicle is used for the following: Any commercial or business use (full or part time), taxi, livery or ride share services; municipal, volunteer or professional emergency services; fleet or pool services; towing a trailer whose weight exceeds the manufacturer's recommendations for that vehicle or is used for any snowplowing.**
24. **Any vehicle that has the following characteristics: step-van; high-cube van; box body; cab and chassis or other incomplete vehicle; right hand steering; any vehicle that has business related equipment permanently mounted to the chassis or bed of the vehicle; or that have special bodies designed for construction, hauling or delivery.**
25. **Any vehicle not originally manufactured to be sold in the U.S. meeting U.S. specifications, commonly known as a gray market vehicle.**
26. **Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Approved Vehicle, loss of time, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Approved Vehicle is expressly excluded.**
27. **Any Mechanical Breakdown covered by any limited warranty, manufacturer's warranty, manufacturer's and/or dealer customer assistance program, repairer's guarantee, road club, or any other guarantee, warranty, or insurance policy, whether collectible or not. It is Your responsibility for making sure that all remaining manufacturer's original warranties are transferred to You.**
28. **Loss, damage, cost, expense, or any other sum payable under this Agreement of whatsoever nature directly or indirectly caused by, resulting from or in connection with:**
    - **(a) any actual or threatened unauthorized, malicious, or criminal act, or series of actual or threatened unauthorized, malicious, or criminal acts, or any hoax relating to any of these;**
    - **(b) any failure to act, error, omission or accident or series of related failures to act, series of related errors, series of related omissions or series of related accidents; or**
    - **(c) partial or total unavailability or failure, or series of related partial or total unavailability or failures,**

    involving or affecting the use or operation of, access to, or the processing of any computer, hardware, software, data, information technology and communications system, electronic device, server, cloud or microcontroller including any similar system or any configuration of the aforementioned, and including any associated input, output or data storage device.
29. **We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or any member of Our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.**

VIII. LIMIT OF LIABILITY

This Agreement is limited to the repair or replacement of a failed Covered Part, due to a covered Mechanical Breakdown, only to restore the Approved Vehicle to the same or like condition prior to the Mechanical Breakdown. The aggregate total of all claims paid will not exceed the Retail Value of the Approved Vehicle at the time of a current claim. Once this limit has been reached no further claims will be payable. Renewing or extending the Coverage Term does not change the Limit of Liability.

IX. PARTS REPAIR AND REPLACEMENT

Replacement of parts shall be made with parts of like kind and quality, which may include new, remanufactured, rebuilt, refurbished, reconditioned, or used parts. Aftermarket parts that meet original equipment specification may also be used. At times it may be necessary to request repair facilities to send out parts for refurbishing at special facilities. **You** may also request a betterment offer in which **You** may pay the difference between the part **We** will authorize and part **You** wish to use (Example: **We** will authorize a rebuilt part, but **You** wish to use a new part. **We** will pay the amount that **We** would authorize towards the new part, and **You** will pay the difference.)

X. REPAIRERS GUARANTEE

Any repair facility repairing **Your Approved Vehicle** for a **Mechanical Breakdown** covered by this Agreement is fully responsible for that repair for the term of the warranty indicated on the repair order (minimum ninety (90) days). This Agreement has no liability for similar repairs to the same part(s) during the warranty period. If more than one mechanical breakdown contract or insurance policy can be applied to a **Mechanical Breakdown** covered by this Agreement, then this Agreement shall be excess over all other contracts or policies, regardless of collectability.

XI. PAYMENT OF COVERED REPAIRS

After taking into consideration **Your Deductible**, **We** will pay for the reasonable cost or reimburse **You** for the reasonable cost to repair a covered **Mechanical Breakdown** (diagnostic and repair time are allowed only for Covered Repairs and as indicated in a current edition of a Mitchell or AllData labor guides, or in the event there is a Technical Service Bulletins (TSB) **We** will use that published time listed on the TSB.), when repaired by a state licensed repair facility or, if necessary, **We** will arrange for the repair of such covered **Mechanical Breakdown** at **Our** expense. The payment of sales tax on Covered Repairs will be made in accordance with the regulations of the taxing authority in the state where **Your Approved Vehicle** is being repaired. Payment of covered **Mechanical Breakdowns** will only be released upon the receipt of a verifiable invoice signed by the Agreement holder shown on the Good Sam Extended Service Plan Evidence of Insurance Page or the person to whom this Agreement was properly transferred, indicating that the authorized repairs were properly performed and completed. Failure to sign the repair order may cause delays in processing **Your** claim. In the event **We** will be reimbursing **You** for repairs, reimbursement will be made via electronic fund transfer and **We** will contact **You** with instructions for this.

XII. DEDUCTIBLE

The deductible is the amount stated on the Good Sam Extended Service Plan Evidence of Insurance Page that **You** must pay for each repair visit.

XIII. GENERAL PROVISIONS

1. **Dispute Resolution & Arbitration**

    A. AGREEMENT TO ARBITRATE.
    ANY AND ALL CLAIMS, DISPUTES, OR CONTROVERSIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS POLICY, OR THE GOODS AND/OR SERVICES PROVIDED UNDER THIS POLICY, INCLUDING ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST THE PROVIDER, ADMINISTRATOR, OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES (COLLECTIVELY, "COVERED PARTIES"), SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PROVIDED BELOW. BY AGREEING TO ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR CLAIM, DISPUTE, OR CONTROVERSY HEARD IN A COURT OF LAW.

    B. Opt-Out Right.
    You may opt out of this Arbitration Provision without any penalty by sending written notice of your decision to opt out within 30 days of the date you first become subject to this provision. Such notice must include your name, address, and a clear statement that you wish to opt out of arbitration. This notice must be sent to Administrator at P.O. Box 372790, Denver, CO 80237-9714**.**

C. Governing Law.
This arbitration agreement is governed by the Federal Arbitration Act (FAA), 9 U.S.C. § 1 et seq., and evidences a transaction involving interstate commerce. Arbitration shall be administered by a mutually agreed-upon arbitration provider. If the parties are unable to agree, a court of competent jurisdiction shall appoint a neutral arbitration provider.

D. Class Action Waiver.
You and the Covered Parties agree that any arbitration shall be conducted only on an individual basis and not in a class, consolidated, or representative action. The arbitrator shall have no authority to hear or decide any such class, collective, or representative claims.

E. Procedures.
The arbitration shall be conducted in the county in which you reside, or at another mutually agreed location. The arbitration will be held before a single arbitrator. Each party shall bear its own costs and attorneys' fees unless otherwise required by law or provided in the arbitration award.

F. Scope and Survival.
This Arbitration Provision shall survive the termination of this Agreement and shall apply to any claim, dispute or controversy brought after termination. It applies to any claim, dispute or controversy, whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory.

G. Small Claims Exception.
Notwithstanding the foregoing, either party may bring an individual claim in small claims court, if the claim qualifies and is filed on an individual basis.

H. Severability.
If any portion of this Arbitration Provision is found to be unenforceable, the remaining portions shall remain in full force and effect.

2. Fraud or Misrepresentation
This Agreement is issued in reliance upon the truth of all representations made by **You**. **We** will not pay a claim where **You** have made any misrepresentations, omissions, concealment of fact or made incorrect statements that were fraudulent or are material in either **Our** acceptance of the risk or hazard from the Agreement holder:

3. Transferability
You may transfer the remaining coverage of the **Approved Vehicle** under this Agreement, if **You** or the transferee of this Agreement initiates the transfer process and provides the following items to **Us**, within thirty (30) days of the **Approved Vehicle** sale:

(i) a statement of the mileage on the **Approved Vehicle** at the time of transfer; and

(ii) the name, address and phone number of the transferee.

You may not transfer coverage if the **Approved Vehicle** becomes ineligible for coverage or is repossessed. Transferred Agreements may not be cancelled by **You**.

4. Legal Action Against Us
No suit or action may be brought against **Us** unless there has been full compliance with all terms of this Agreement.

5. Right to Recover
If anything is paid under this Agreement and **You** have the right to recover from another party, **Your** rights became subrogated to **Us** up to the amount paid. **You** must do whatever is necessary to enable **Us** to enforce these rights.

6. No Benefit to Bailee
We do not cover, directly or indirectly, any person or organization transporting or holding property for a fee.

7. Non-Renewal
We are under no obligation to renew this Agreement. Once **We** choose to non-renew this Agreement or condition its renewal upon changes of limits or elimination of any **Coverages**, **We** shall mail or deliver written notice to **You** at least thirty (30) days before the end of the Agreement's **Expiration Date**. The notice of non-renewal or conditional renewal shall include the reason for non-renewal or conditional renewal, which may be based on **Your** involvement in an accident, a change in, or addition of, a vehicle or an insured; a change in the location of the use or storage of the **Approved Vehicle**, payment of claims filed by **You** or someone else, or other reasons that are both lawful and not unfairly discriminatory.

8. Entire Agreement
This Agreement represents the entire agreement between **You** and **Us**. No person has the authority to change this Agreement or to waive any provisions.

9. Territory
This Agreement applies to a **Mechanical Breakdown** occurring within the United States of America or Canada.

XIV. CANCELLATION AND REFUNDS

1. Cancellation

(a) **You** may cancel this Agreement by returning it to **Us**; or by notifying **Us** by phone or in writing when, at a future date, cancellation is to take effect.

(b) **We** may only cancel this Agreement for the following reasons:

(i) Nonpayment of premium.

(ii) Fraud by **You.**

(iii) Material misrepresentation by **You.**

(iv) Gross negligent acts or omissions by **You** which substantially increase the hazards insured against; or

(v) Physical changes in the property causing it to be uninsurable.

If **We** cancel due to nonpayment of premium, **We** will give **You** at least ten (10) days advance written notice. If **We** cancel because of fraud or material misrepresentation by **You**, **We** will give **You** at least twenty (20) days written notice. If **We** cancel for any other reason, **We** will give **You** at least thirty (30) days advance written notice. Notice of cancellation shall state the reason for cancellation. Proof of mailing will be sufficient proof of notice.

A lienholder or financer of this Agreement, if any, may cancel this Agreement for nonpayment or if the **Approved Vehicle** is declared a total loss or is repossessed by providing written notice of cancellation at least ten (10) days before the effective date of cancellation. If the Agreement is canceled for any of these reasons, any refunds will be issued to the lienholder on behalf of **Your** account.

2. Refunds
If **We** receive a cancellation request on or before the 30th day from the **Effective Date** and no claims have been filed under this Agreement, **We** will cancel this Agreement and refund any premium paid either to **You**, or if there is a lienholder or financer, back to the lienholder or financer.

If **We** receive a cancellation request after the 30th day or if a claim has been filed at any time during the term of this Agreement from the **Effective Date**, **We** will refund **Your** premium on a pro rata basis either to **You**, or if there is a lienholder or financer, back to the lienholder or financer, less an administrative fee of $50.00.

Requests for cancellations may be received by phone by calling 1-800-895-3060 or in writing to P.O. Box 6904, Englewood, CO 80155.