

SERVICE CONTRACT



Agreement Number
TLOE + LAST 8 OF VIN

CUSTOMER INFORMATION

LAST NAME	FIRST NAME	MI	
ADDRESS	CITY	STATE	ZIP
EMAIL ADDRESS	PHONE NUMBER	ALTERNATE PHONE NUMBER	

UNIT INFORMATION

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER (VIN)
UNIT PURCHASE PRICE	SERVICE CONTRACT PURCHASE PRICE	SERVICE CONTRACT DATE	
NO CHARGE			

DEALER INFORMATION

DEALERSHIP NAME	ADDRESS, CITY, STATE AND ZIP	
PHONE NUMBER	DEALER NUMBER	PRODUCER NUMBER

SERVICE CONTRACT

This **SERVICE CONTRACT** applies only to the customer and the **UNIT** described above and is not transferrable to a subsequent owner. **YOUR** eligibility for benefits under this **SERVICE CONTRACT** begins on the date listed above and shall continue for as long as **YOU** own the **UNIT**, provided that **YOU** meet the maintenance requirements on the **UNIT** as detailed herein and provide proof of maintenance to the **ADMINISTRATOR**.

IMPORTANT NOTICE: This **SERVICE CONTRACT** is not a contract of insurance. This **SERVICE CONTRACT** is not valid unless the first page is fully completed. **YOU** are not required to purchase this **SERVICE CONTRACT** in order to purchase or obtain financing for the **UNIT**. This **SERVICE CONTRACT** supplements the manufacturer's warranty. It does not replace the manufacturer's warranty but provides certain additional benefits. Losses covered by the manufacturer's warranty are not covered under this **SERVICE CONTRACT**. **WE** have no liability for anything other than the obligations set forth in this **SERVICE CONTRACT**. **YOUR SERVICE CONTRACT** contains an arbitration clause which may affect **YOUR** legal rights, unless **YOU** live in a state that prohibits such provisions. Please review the arbitration in its entirety as well as the Special State Disclosures section for **YOUR** specific state (if **YOUR** state is included) to determine whether **YOUR** legal rights are affected.

ADMINISTRATOR & OBLIGOR

NWAN, Inc.
P.O. Box 30308, Cleveland, Ohio 44130
1-800-810-8458

MAINTENANCE REQUIREMENTS

IMPORTANT NOTICE TO THE CUSTOMER

CUSTOMER MUST INITIAL

YOU must have the annual maintenance performed on your **UNIT** as outlined in the General Provisions section of this **SERVICE CONTRACT** in order for this **SERVICE CONTRACT** to remain valid. **YOU** are required to deliver a coupon from **YOUR SERVICE CONTRACT** booklet provided to **YOU** at the time the **UNIT** was purchased, accompanied by the receipt and work order for the maintenance performed to the **ADMINISTRATOR** to remain eligible for coverage. Maintenance receipts must be delivered to the **ADMINISTRATOR** within 30 days of the anniversary date of the **AGREEMENT DATE** each year. Failure to do so will void this **SERVICE CONTRACT**.

REPAIR AUTHORIZATION

YOU are required to have the **UNIT** repaired at a professional **REPAIR FACILITY** and obtain authorization prior to beginning any repairs. Refer to the Guide to Filing a Claim section of this **SERVICE CONTRACT** for additional information.

YOU should read this **SERVICE CONTRACT** carefully. It contains all of the information regarding coverage under this **SERVICE CONTRACT**. There is no other agreement between **YOU** and **US** regarding this **SERVICE CONTRACT**. None of **OUR** representatives, employees, dealers, or agents are authorized to alter, extend, amend, or modify the terms of this **SERVICE CONTRACT**. By **YOUR** signature below, **YOU** acknowledge that **YOU** have read this **SERVICE CONTRACT**, including the terms, conditions, maintenance requirements, exclusions, and claim procedures of this **SERVICE CONTRACT**.

Signed By: _____

CUSTOMER

Signed By: _____

DEALERSHIP REPRESENTATIVE

DEFINITIONS

The following definitions apply to the words used in this **SERVICE CONTRACT** when they appear in bold-faced, capital letters.

1. **ADMINISTRATOR** means the entity identified as the administrator on the first page of this **SERVICE CONTRACT**.
2. **AGREEMENT DATE** means the date **YOU** purchased **YOUR UNIT** and received this **SERVICE CONTRACT**.
3. **BREAKDOWN** means the failure of any original or like replacement part covered by this **SERVICE CONTRACT** to perform as it was designed to perform in normal service provided it has received customary maintenance as outlined in this **SERVICE CONTRACT**. **BREAKDOWN** does not include **NORMAL WEAR**.
4. **COST** means the usual and fair charges for parts and labor necessary to repair or replace the **COVERED PARTS**, and shall not exceed manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time standards.
5. **COVERED PARTS** means the parts listed in the What Your Service Contract Covers section of this **SERVICE CONTRACT**.
6. **NORMAL WEAR** means the gradual lessening of performance due to usage.
7. **OTHER WARRANTY** means any warranty provided to **YOU** by a manufacturer or **REPAIRER**.
8. **REPAIRER** or **REPAIR FACILITY** means a repair facility that provides a written parts and labor guarantee for **COVERED REPAIRS** of not less than 6 months or 6,000 miles (if the **UNIT** has an odometer).
9. **SELLING DEALER** means the dealership identified on the first page of this **SERVICE CONTRACT**.
10. **SERVICE CONTRACT** means this service contract.
11. **SERVICE CONTRACT DATE** means the date that **YOU** purchased **YOUR UNIT** and received this **SERVICE CONTRACT**.
12. **SERVICE CONTRACT PERIOD** means the length of time **YOU** own the **UNIT**, properly maintain the **UNIT**, and mail proof of maintenance to the **ADMINISTRATOR** as required.
13. **UNIT** means the covered unit identified on the first page of this **SERVICE CONTRACT**.
14. **OBLIGOR, WE, US, and OUR**, mean the entity identified on the first page of this **SERVICE CONTRACT** that is obligated to perform under this **SERVICE CONTRACT**.
15. **YOU** and **YOUR** mean the customer identified on the first page of this **SERVICE CONTRACT**.

GENERAL PROVISIONS

1. **COVERAGE**: During the **SERVICE CONTRACT PERIOD**, **WE** will pay on behalf of, or reimburse, **YOU** for the **COST** to replace or repair any **COVERED PART** that has experienced a **BREAKDOWN**, provided that **YOU** comply with the terms and conditions of this **SERVICE CONTRACT**. Replacement parts will be of like kind and quality as the **COVERED PARTS** and may be new, rebuilt, or used. Nonoriginal manufacturer's parts may be used.
2. **TERMINATION**: This **SERVICE CONTRACT** terminates when ownership of the **UNIT** is transferred to a new owner or the maintenance performed on the **UNIT** is not performed as outlined in this **SERVICE CONTRACT** with proof thereof being mailed to the **ADMINISTRATOR** as required in the Maintenance Requirements subsection of this **SERVICE CONTRACT**, whichever occurs first.
3. **MAINTENANCE REQUIREMENTS**: In order to keep this **SERVICE CONTRACT** in effect, **YOU** must follow the maintenance procedures listed in this paragraph. All maintenance must be performed by a professional repair facility. Failure to follow these procedures and mail proof thereof to the **ADMINISTRATOR** as required below will result in denial of coverage and **YOUR SERVICE CONTRACT** will be void. The following maintenance must be performed within 30 days of the anniversary date of the **AGREEMENT DATE** each year.
 - A. Wheel bearing re-pack, including seals and gaskets.
 - B. Clean and adjust brakes.
 - C. Inspect and lubricate chassis.
 - D. Inspect roof and seal roof where necessary (enclosed trailers only).

YOU must keep receipts verifying the **UNIT'S** serial number and work orders and other documentation showing the date, a description of the **UNIT**, and a detailed list of the services and inspections performed. **YOU** are required to mail, email, upload, or fax in a coupon from **YOUR SERVICE CONTRACT** booklet provided to **YOU** at the time the **UNIT** was purchased, accompanied by the receipts and work orders for the maintenance performed to the **ADMINISTRATOR** to remain eligible for coverage. Maintenance receipts must be delivered to the **ADMINISTRATOR** within 30 days of the anniversary date of the **AGREEMENT DATE** each year. Failure to do so will void **YOUR SERVICE CONTRACT**. **YOU** will receive an email verifying receipt of maintenance information within 7 days. If not, please contact the **ADMINISTRATOR**.
4. **TERRITORY**: This **SERVICE CONTRACT** covers repairs completed in the United States or Canada.

5. **IF YOU HAVE OTHER COVERAGE:** If the manufacturer or **REPAIRER** agrees to cover all or some of the **COST** of a **BREAKDOWN** pursuant to any **OTHER WARRANTY** or guarantee, **WE** will pay only for **YOUR** out-of-pocket deductible, if any, for the **BREAKDOWN** of a **COVERED PART**.
6. **YOUR HELP AND COOPERATION:** If **WE** ask, **YOU** agree to help **US** enforce **YOUR** rights against any manufacturer or **REPAIRER** who may be responsible to **YOU** for the **COST** of repairs covered by this **SERVICE CONTRACT**.
7. **LIMIT OF LIABILITY:** **OUR** limit of liability is the **COST** to repair or replace any **COVERED PARTS** damaged due to a **BREAKDOWN**, but **OUR** liability with respect to the total of all benefits paid or payable during the **SERVICE CONTRACT PERIOD** shall not exceed \$10,000 in the aggregate or the NADA retail value of the **UNIT** at time of repair, whichever is less.
8. **SUBROGATION:** If **WE** repair **YOUR UNIT** or pay for a loss, **WE** may require **YOU** to assign **US YOUR** rights of recovery against others. **WE** will not pay for a loss if **YOU** impair these rights to recover. **YOUR** rights to recover from others may not be waived. Further, after **YOU** have been made whole, all amounts recovered by **YOU** for which **YOU** have received benefits under this **SERVICE CONTRACT** shall belong to and be paid to **US**, up to the amount of benefits paid under this **SERVICE CONTRACT**.
9. **TRANSFER:** This **SERVICE CONTRACT** is not transferrable.
10. **CANCELLATION:** This **SERVICE CONTRACT** is cancellable, but it has no cash value.
11. **NOT INSURANCE:** This **SERVICE CONTRACT** was provided at no cost and is not an insurance contract.
12. **STATE OR FEDERAL LAW:** If there is a provision in this **SERVICE CONTRACT** that is deemed to be in violation of state or federal law, then state or federal law supersedes that provision. This **SERVICE CONTRACT** gives **YOU** specific legal rights, and **YOU** may also have other rights which vary from state to state.
13. **CONTRACTUAL LIABILITY INSURANCE:** **OUR** obligations under this **SERVICE CONTRACT** are insured under a contractual liability insurance policy issued by American Bankers Insurance Company of Florida ("ABIC"), 11222 Quail Roost Drive, Miami, Florida 33157, which can be reached at 1-866-306-6694. If **WE** do not provide, reimburse, or pay for a service that is covered under this **SERVICE CONTRACT** within 60 days after **YOU** provide proof of loss, or if **WE** become insolvent or otherwise financially impaired, **YOU** may file a claim directly with ABIC for reimbursement, payment, or provision of the service.
14. **NOT REQUIRED FOR FINANCING OR PURCHASE:** **YOU** are not required to purchase this **SERVICE CONTRACT** as a condition of financing or purchase.
15. **NO DEDUCTIBLE:** There is no deductible applicable to this **SERVICE CONTRACT**.

WHAT YOUR SERVICE CONTRACT COVERS

1. **SUSPENSION COMPONENTS:** Axles, leaf and coil spring, shackles and bushings, and rubber suspension.
2. **BRAKE COMPONENTS:** Wheel cylinders, calipers, electric brake magnets, electric or hydraulic backing plate assembly, and hydraulic tubing and metal fittings.
3. **INTERIOR AND EXTERIOR COMPONENTS:** Door handles, latches, springs, and factory or dealer installed battery charger or battery maintainer.
4. **MANUAL LEVELING JACKS:** Factory or dealer installed bolt on and welded scissor jacks and jack.
5. **HYDRAULIC SYSTEM:** Hydraulic pumps and jack.

GUIDE TO FILING A CLAIM

1. **PREVENT FURTHER DAMAGE:** In the event of a **BREAKDOWN**, use reasonable means to protect **YOUR UNIT** from further damage.
2. **TAKE THE UNIT TO A REPAIRER:** In the event of a **BREAKDOWN**, take the **UNIT** to the **SELLING DEALER** if at all possible. If not, take the **UNIT** to a professional **REPAIR FACILITY**. **YOU** may also contact the **ADMINISTRATOR** for further instructions. **YOU** must call during the hours of 8:00 a.m. and 8:00 p.m. (Eastern) Monday through Friday, or 9:00 a.m. and 5:00 p.m. (Eastern) on Saturday. Claims may also be submitted at www.naenwan.com.
3. **OBTAIN AUTHORIZATION:** **YOU** must obtain authorization from the **ADMINISTRATOR** by calling the number listed on the first page of this **SERVICE CONTRACT** prior to any repair being performed. If a repair is performed in the evening, on a weekend, or on a holiday, **YOU** must call the **ADMINISTRATOR** the following business day to receive further instructions.
4. **TEARDOWN:** If required, **YOU** must authorize a teardown of the **UNIT** so the **REPAIRER** can provide an accurate diagnosis and estimate of repairs. **WE** will only pay for the teardown if the diagnosis confirms that the **BREAKDOWN** was caused by a **COVERED PART**. **WE** reserve the right to require an inspection of the **UNIT** before a repair is completed.
5. **PAY FOR CERTAIN REPAIRS:** After repairs are completed to **YOUR** reasonable satisfaction, **YOU** must pay the cost of any repairs not covered by this **SERVICE CONTRACT**. **WE** will make a reasonable effort to handle billing directly with the **REPAIRER**. However, if the **REPAIRER** will not bill **US** directly, **YOU** may be required to pay for the cost of covered repairs and submit **YOUR** own claim for reimbursement to the **ADMINISTRATOR**.

CANCELLATION OF YOUR SERVICE CONTRACT

1. **CANCELLATION BY YOU:** **YOU** may cancel this **SERVICE CONTRACT** at any time. To cancel, **YOU** must submit a written request to the dealer that sold **YOU** the **UNIT** or directly to **US**.
2. **CANCELLATION BY US:** **WE** may cancel this **SERVICE CONTRACT** based on one or more of the following reasons: (a) a material misrepresentation made by **YOU**; or (b) a substantial breach of duties by **YOU** relating to the **UNIT** or its use.
3. **REFUNDS:** This **SERVICE CONTRACT** has no cash value and there are no refunds or cancellation fees.

DISPUTES REGARDING YOUR SERVICE CONTRACT

YOU AND WE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THIS SERVICE CONTRACT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules ("AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at www.adr.org/Rules.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the **SERVICE CONTRACT** is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. If **YOU** prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to **YOU** under the standards for fee shifting provided by law.

You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

WHAT YOUR SERVICE CONTRACT DOES NOT COVER

1. **COSTS COVERED BY ANY OTHER WARRANTY OR A REPAIRER'S GUARANTEE, REGARDLESS OF WHETHER SUCH OTHER WARRANTY OR GUARANTEE IS HONORED.**
2. **MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE IN THE OWNER'S MANUAL FOR YOUR UNIT.**
3. **ANYTHING NOT LISTED IN THE WHAT YOUR SERVICE CONTRACT COVERS SECTION OF THIS SERVICE CONTRACT.**
4. **GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, SEALED BEAMS, LIGHT BULBS, LENSES, TRIM, MOLDINGS, FASTENERS, BRIGHT METAL, UPHOLSTERY, PAINT, SHEET METAL, BODY PANELS, STRUCTURAL FRAMEWORK, AND STRUCTURAL WELDS.**
5. **AFTERMARKET ACCESSORIES OR NON-ORIGINAL EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, INCLUDING, BUT NOT LIMITED TO, ANTI-THEFT SYSTEMS, RADIO OR SPEAKER EQUIPMENT, AND TELEPHONES.**
6. **DAMAGE TO A COVERED PART DUE TO BROWN OUT, MEANING A REDUCTION IN POWER CAUSED BY INADEQUATE SUPPLY.**
7. **COSTS INCURRED FOR REPAIRS DUE TO NORMAL WEAR.**
8. **REPAIRS PERFORMED WITHOUT PRIOR AUTHORIZATION.**
9. **EXPENSES RELATED TO THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.**
10. **EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS AND SHOP SUPPLIES.**
11. **REPAIRS TO CORRECT A COSMETIC IMPERFECTION.**
12. **CAR AND/OR TRAILER RENTAL EXPENSES AND TOWING AND ROADSIDE SERVICE EXPENSES.**
13. **BREAKDOWNS RESULTING FROM THE FAILURE TO PROTECT YOUR UNIT FROM FURTHER DAMAGE AFTER A BREAKDOWN OCCURS.**
14. **BREAKDOWNS RESULTING FROM THE FAILURE OF A NON-COVERED COMPONENT.**

15. BREAKDOWNS CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, WATER, FREEZING, OR FLOOD.
16. BREAKDOWNS CAUSED BY ABUSE, MISUSE, ALTERATIONS, OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN THE MAINTENANCE REQUIREMENTS OF THIS SERVICE CONTRACT AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR UNIT.
17. BREAKDOWNS CAUSED BY RUST OR WEATHER RELATED CORROSION.
18. BREAKDOWNS CAUSED BY, OR RESULTING FROM, WATER INTRUSION.
19. BREAKDOWNS WHICH EXISTED PRIOR TO THE AGREEMENT DATE.
20. NON-U.S. SPECIFICATION MODEL UNITS.
21. FAILURE TO MAINTAIN YOUR UNIT IN ACCORDANCE WITH THE MAINTENANCE REQUIREMENTS OF THIS SERVICE CONTRACT.
22. ANY BREAKDOWNS CAUSED BY OR INVOLVING MODIFICATIONS.
23. BREAKDOWNS ON A UNIT USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, DAILY RENTALS OR PASSENGERS FOR HIRE.
24. CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS, INCLUDING, BUT NOT LIMITED TO, IF YOUR UNIT IS INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COVERED PART. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO YOU.
25. PRE-EXISTING CONDITIONS.