

INFORMATION ACT (FOIA), 5 U.S.C. 552(a)

U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100148

Date Received

FEB 02 2011
26-OCT-2010

Repository ☐

Reference No.
10362494

OWNER INFORMATION (Type or Print)

Name

Address

City SHAWNEE

State OK

Zip Code

Daytime Telephone Number

E-mail Address

Evening Telephone Number

The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side
5B4MP67G57

Make
DAMON

Model
CHALLENGER

Model Year
2008

Date Purchased

08/15/2008

Dealer's Name and Telephone Number

McCLAIN'S RV SUPERSTORE (817) 568-1999

Engine:

No: Cylinders

8

Fuel Type:

GAS

Original Owner

☒

Dealer's City

FORT WORTH

State
TX

Zip Code
76140

Transmission Type

AUTO

☒ Antilock Brakes

☒ Cruise Control

Powertrain

WORK HORSE

Multiple Failure: YES
TUMOUNT SCREWS
EXIT STEPS

Incident Date(s)

11-OCT-2010

FAILED COMPONENT(S)/PART(S) INFORMATION

Vehicle Component Codes: 350000 EQUIPMENT, 160000 STRUCTURE

Failure Mileage
14300

Failure Speed
65

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type:

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured
0

Number of Deaths
0

Reported to Police
N

Narrative Description of Incident(s), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).

TL*THE CONTACT OWNS A 2008 DAMON CHALLENGER. WHILE DRIVING APPROXIMATELY 65 MPH THE TV, WHICH WAS POSITIONED ON THE CEILING ABOVE THE DRIVER AND PASSENGERS SEAT BEGAN TO SLIDE FORWARD. UPON FURTHER EXAMINATION HE NOTICED THAT THE MOUNTING SCREWS WERE OUT OF PLACE. THE VEHICLE WAS DRIVEN ONTO THE EMERGENCY LANE AND HE REPLACED THE MOUNTING SCREWS. AFTER DRIVING ANOTHER 200 MILES THE FAILURE RECURRED AND HE ADDED A LARGER SET OF SCREWS TO MOUNT THE TV IN PLACE. WHILE EXITING THE VEHICLE HE ALSO NOTICED THAT THE STEPS TO EXIT THE VEHICLE WERE SEVERELY DETERIORATED. HE PERFORMED A REPAIR ON THE STEPS HIMSELF AS WELL. THE VEHICLE WAS NOT TAKEN TO THE DEALER TO BE EXAMINED FOR FAILURE. THE FAILURE MILEAGE WAS 14,300 AND THE CURRENT MILEAGE WAS 15,200.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

Reference No. 1032494

01/27/2011

TO WHOM IT MAY CONCERN:

Attached is a copy of the form that was sent to me also is a copy of the repair invoice for the RV step that was defective and a copy of a payment made to me by the manufacture for a partial reimbursement of the repairs. There is also a CD that contains pictures of the defective step and the front TV that was sliding out because the mount screws had stripped out.

I did do the repair of the TV by installing larger mount screw per the manufacture suggestion. This repair did work.

I made a tempory repair of the steps so I could get home. The steps were permanently repaired by McClain's RV in Oklahoma City. I was informed by the service advisor that the step had completely rotted out and that there was no bracing under the step. The metal retractable steps were just mounted into the wood. The service center could not understand why the step had rotted out (the RV is two years old) unless the manufacture had not sealed it properly. The service center was also confused on why there was no metal bracing under the step.

If you need to contact me please do so.

I feel that both of these defects are safety issues; The TV could have falling out; the metal retractable steps could dropped onto the roadway or one of us could have falling thru the step.

Thank you,

[REDACTED]
[REDACTED]
[REDACTED]

REF # 10362474

CUSTOMER #: 104747

4020156

**McCLAIN's**

RV SuperStore OKC West, Inc.

... "and thanks a lot"

1-40 West At Rockwell

7110 West Reno - Oklahoma City, OK 73127

(405) 789-4773 - Fax (405) 440-9857

www.mcclainsrv.com

INVOICE

DUPLICATE 1

PAGE 1

SHAWNEE, OK

HOME:

CONT: N/A

BUS:

CELL:

SERVICE ADVISOR: 543 RAQUEL MEACHAM

STOCK #	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	08	DAMON CHALLENGER	5B4MP67G573		15320/15320	T2236	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
15AUG08 IS							
15AUG08 DD			18:00 01NOV10		0.00	CASH	05NOV10
R.O. OPENED		READY	S/N	STK:71108 1)08A0378CEJ3121			

16:47 01NOV10 15:10 05NOV10

LINE OPCODE TECH TYPE HOURS

LIST

NET

TOTAL

A CUST STS INSIDE STEP IS ROTTED

20 REBUILT ENTRY STEP. BOTTOM STEP HAD ROTTED

OUT, REBUILT AND INSTALLED

779 C

11 100M FASTENER

1 166703 1/2 PANELING

1 570007 SHEET METAL

4 110410A CARRIDGE BOLTS 3/8 X4

4 590720 FENDER WASHER

4 655449 3/8 NUT

1 4614 CAULK/CLEAR

12 AF973 ALUMINUM TAPE

6 100M FASTENER

PARTS: 94.09 LABOR: 960.00 OTHER: 0.00 TOTAL LINE A: 1054.09

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER

96.00

Date Vehicle Dropped Off _____ Date of Appointment _____ Repair Completion Date _____
 Notified of Completion: Time _____ Date: _____ Released _____
 I/We, the undersigned, acknowledge the foregoing as factual and I/We, hereby acknowledge receipt of the completed copy.

Signature of Owner _____

ALL REPAIRS ARE SUBJECT TO A MINIMUM .5 HOUR DIAGNOSTIC CHARGE. TERMS ARE STRICTLY CASH
 UNLESS ARRANGEMENTS ARE MADE.

Any warranties on the products sold hereby 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 the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

We appreciate this opportunity to serve you. It is our aim to perform all repairs to your complete satisfaction. If our service was satisfactory please tell your friends, if not, please tell us immediately.

DESCRIPTION	TOTALS
LABOR AMOUNT	960.00
PARTS AMOUNT	94.09
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	96.00
TOTAL CHARGES	1150.09
LESS INSURANCE	0.00
SALES TAX	15.92
PLEASE PAY THIS AMOUNT	1166.01

Thank You!

CUSTOMER COPY

From: [REDACTED]
 To: [REDACTED]
 Date: Mon, November 22, 2010 3:23:50 PM
 Cc:
 Subject: RE: Reimbursement for repairs

As you can see down below the check is being worked on looks like it was set 11/14/2010 going to be out in the mail should be in the next week or so thanks -Dave

Claims Receipt (1 - tms) - Claims C0024719, SB4MP67G573425232, VIN: SB4MP67G573425232

File Edit Tools Command Help

Dealer: [REDACTED] Clear

Claims Details Notes Issues Owner Warranty Dimension

Pre-Authorized	Message	Dealer	Name	Rate	Processed	Posted AP
	1805	100405	MCCLAIN'S RV	120.00	10/13/2008	
	1887	100405	MCCLAIN'S RV	120.00	10/10/2008	
	1500	100646	TOTAL VALUE RV OF INDIANA, INC	80.00	10/30/2008	
	3221	100405	MCCLAIN'S RV	120.00	12/2/2008	
	3241	100405	MCCLAIN'S RV	120.00	4/6/2009	
PA000674	9573	100405	MCCLAIN'S RV	120.00	8/18/2009	8/19/2009
PA005249	10252	100405	MCCLAIN'S RV	120.00	11/17/2009	11/18/2009
PA007101	12544	100405	MCCLAIN'S RV	120.00		
PA008451	12544	100405	MCCLAIN'S RV	120.00	1/17/2010	1/19/2010
PA024188	15307	100405	MCCLAIN'S RV	120.00	11/9/2010	11/10/2010
	15320	134151	GARY W WHEATLEY	0.00	11/14/2010	11/15/2010

Parts: 0.00
 Labor: 583.00
 CS Freight: 0.00
 Total Claim: 583.00
 Check: [REDACTED]
 Paid: [REDACTED]
 Print [REDACTED]
 Approve [REDACTED]
 Deny [REDACTED]

Labor Details Cause/Correction Sub-operations

CHG	Line number	Qty	Operation	Description	Consumer complaint	Tread Code
W/C	1	1	CMCTA10302M	Entry Step - Electric	inside step is rotted	

Parts Returns VCB VCB Detail Dimension

CHG	Line	Labor line	Operation	Claimed Qty	Sub Qty	Apvd Qty	Part UM	R	Returned Qty	Part Tag	Sales order	Item n
This grid is empty.												

Name: [REDACTED]

Start [REDACTED] Microsoft Dynamics AX - T... Pre-Authorization (1 - tms)... Activities (1 - tms) - VIN: ... Unit Information (1 - tms)... Claims Receipt (1 - tms)...

Warranty & Tech Support
 877-500-1020
 dbernard@tmcrv.com
 Thor Motor Coach
 PO Box 1486
 Elkhart, IN. 46515

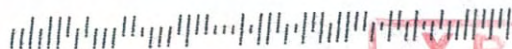
From: [REDACTED]
 Sent: Monday, November 22, 2010 3:34 PM
 To: [REDACTED]
 Cc: [REDACTED]
 Subject: Re: Reimbursement for repairs

Yes, Thank You. VIN SB4MP67G5 [REDACTED] This is a 2008 Damon Challenger.

From: David Bernard <dbernard@tmcrv.com>
 To: [REDACTED]

SHAWNEE, OK

FEB 2 2011



X-RAYED

CRC P&DC OK 73125

FRI 28 JAN 2011 PM



U.S. DEPARTMENT OF TRANSPORTATION
NHTSA
OFFICE OF DEFECTS INVESTIGATION (RM: N
ODI NUMBER: 10362494
1700 NEW JERSEY AVENUE SE
WASHINGTON, DC 20590



10/18/2010



10/18/2010



10/18/2010



10/18/2010



10/18/2010



10/18/2010



10/18/2010



10/18/2010



10/18/2010



10/18/2010



10/18/2010





10/18/2010



10/18/2010



10/18/2010



10/18/2010



SANSUI

MITSUBISHI
STEREO



10/18/2010



34



10/18/2010



10/18/2010



10/18/2010



10/18/2010



10/18/2010





10/18/2010



10/18/2010



10/18/2010



Gold Terms and Conditions Extended Service Plan

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

COVERAGE SECTION

These Terms and Conditions of the Master Policy issued to the Good Sam Club and **Your** Evidence of Insurance (hereinafter referred to as **Coverage**) are between the Good Sam Club (hereinafter referred to as **WE, US and OUR**), our insurance company, and the Purchaser (hereinafter referred to as **You and Your**), and provides **Coverage** recorded for the time and mileage, whichever occurs first, as stated in the Evidence of Insurance. This **Coverage** constitutes **Your** entire agreement and supersedes any and all previous agreements whether written or oral and any other representations made by anyone in any form.

The limits, terms, and conditions of Your Coverage are important. You should read and understand the terms and conditions below.

MECHANICAL BREAKDOWN COVERAGE

We will provide payment to **Your** Repair Facility or reimburse **You** for reasonable costs of labor and materials (approved and receipted) to repair or replace any of the covered parts under this **Coverage** if required due to **Mechanical Breakdown**. A "Mechanical Breakdown or Breakdown" is defined as failure of a defective covered part or faulty workmanship of a covered part as originally supplied by the manufacturer and under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. **Replacement will be made with like kind and quality to include rebuilt or remanufactured parts. Parts may be upgraded to "new" at owner's expense.** **Coverage** includes manufacturer recommended fluids and filters (excludes fuels) when required as part of a covered repair. Coverage includes manufacturers' deductible when paid by the contract holder for a covered repair.

You must maintain Your Vehicle in accordance with the service requirements set forth in these Terms and Conditions to keep this Coverage in force. Evidence of proper service will be required in the event of a claim. (See "Your Responsibilities" section.) In the event of a Breakdown, You must pay the deductible as stated in the Evidence of Insurance for each visit and pay any non-covered expenses. Freight and shop supplies are covered in conjunction with a covered repair to a combined maximum of \$50.00.

TRIP INTERRUPTION

You will be reimbursed for up to ten (10) days of (receipted) expenses for meals, lodging and car rental incurred by **You** and **Your** family while staying at a hotel/motel or campground in case a **Mechanical Breakdown** causes a delay en route. To qualify for this benefit, **You** must not be able to utilize **Your** Motorhome due to a **Mechanical Breakdown** covered under this **Coverage** and **You** must be more than one hundred (100) miles from home, unless **Your** motorhome is **Your** sole domicile.

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 included in the event an inspection by an outside source is required to determine if repairs are covered under this policy. No travel benefits will be paid for delays beyond the control of the repair facility, such as waiting for parts shipments. Expenses will be reimbursed up to \$100.00 per day for meals and lodging and up to \$60.00 per day for car rental.

CHASSIS COVERAGE

Coverage applies only to the component groups listed herein.

1. **ENGINE ASSEMBLY** - Covers all parts of the engine assembly, except for the following: Carburetor, distributor cap, distributor rotor, drive belts, all hoses, EGR valve, exhaust pipes, emission items (air tubes, valves and pumps), catalytic converter, muffler, resonators, glow plugs, spark plugs, spark plug wires, engine exhaust brake, thermostat, any parts not originally supplied by the engine manufacturer.
2. **TRANSMISSION ASSEMBLY** - Covers all parts of the transmission assembly, except for the following: All hoses, any after-market overdrive or under drive units, manual clutch assembly (includes any linkage), manual clutch hydraulics, any parts not originally supplied by the transmission manufacturer.
3. **DRIVE AXLE ASSEMBLY** - (Front and Rear) Covers all parts of the drive axle assembly, except for the following: Any parts not originally supplied by the chassis manufacturer.
4. **SUSPENSION ASSEMBLY** - Covers all parts of the chassis suspension assembly, except for the following: Rubber springs, worn or sagging coil and leaf springs, shock absorbers, air dryer, any parts not originally supplied by the chassis manufacturer.
5. **STEERING ASSEMBLY** - Covers all parts of the steering assembly, except for the following: All hoses, belts and lines.
6. **DASH AIR CONDITIONING ASSEMBLY** - Covers all parts, except for the following: All hoses, belts and lines.
7. **BRAKING ASSEMBLY** - Covers all parts of the chassis braking assembly, except for the following: Brake pads, brake linings, brake rotors and drums, trailer brake components, air dryer, overheated components due to excessive braking.
8. **ELECTRICAL ASSEMBLY** - Covers all electrical parts as originally supplied by the chassis manufacturer, except for the following: All wiring or fiber optics, light bulbs, sealed beams, lenses.
9. **HEATING/COOLING ASSEMBLY** - Covers all parts of the chassis heating and cooling system, except for the following: All hoses, radiator, thermostat, any parts not originally supplied by the chassis manufacturer.
10. **FUEL DELIVERY ASSEMBLY** - Covers all parts of the chassis fuel delivery system, except for the following: All rubber and metal-braided rubber fuel lines, fuel filters, and fuel.

SEALS AND GASKETS are covered for all of the components listed above for units with less than 70,000 miles (odometer reading) AND are 7 model years old or less when the claim is filed.

COACH COVERAGE

Coverage applies only to the component groups listed herein.

11. **WATER HEATER/BOILER ASSEMBLY** - Covers all parts as originally supplied by the coach manufacturer.
12. **WASTE SYSTEM ASSEMBLY** - Covers all parts as originally supplied by the coach manufacturer, except for the following: **Whirlpool, jetted, or spa type bath systems and related accessories.**
13. **FRESH WATER SYSTEM ASSEMBLY** - Covers all parts as originally supplied by the coach manufacturer, except for the following: **Water filters.**
14. **ROOF OR BASEMENT AIR CONDITIONING ASSEMBLY** - Covers all parts as originally supplied by the coach manufacturer, except for the following: **Duct works.**
15. **RANGE AND OVEN ASSEMBLY** - (Gas, Electric, Convection, Microwave) Covers all parts as originally supplied by the coach manufacturer, except for the following: **Doors, handles, racks and cabinets.**
16. **L.P. GAS SYSTEM ASSEMBLY** - Covers all parts as originally supplied by the coach manufacturer, except for the following: **LP gas.**
17. **COACH HEATING SYSTEM ASSEMBLY** - Covers all parts as originally supplied by the coach manufacturer, except for the following: **Duct works.**
18. **REFRIGERATOR ASSEMBLY** - Covers all parts as originally supplied by the coach manufacturer, includes the refrigerator icemaker, except for the following: **Doors, door seals, handles, shelves and cabinets.**
19. **AUXILIARY POWERPLANT/GENERATOR ASSEMBLY** - Covers all parts as originally supplied by the coach manufacturer, except for the following: **Spark plugs, spark plug wires, distributor cap, ignition rotor, injectors, exhaust systems, belts, hoses and all wiring.**
20. **ELECTRICAL ASSEMBLY** - Covers all parts originally supplied by the coach manufacturer, except for the following: **All wiring or fiber optics, light bulbs, lenses, cable systems, telephone systems, and any after-market navigational systems.**
21. **DELUXE APPLIANCE COVERAGE** - Covers all parts of stand-alone freezer, dishwasher, washer/dryer, stand-alone icemaker, electric fireplace, electrical component of a central vacuum system and trash compactor, except for the following: **Doors, door seals, handles, shelves, cabinets, and all wiring.**
22. **FACTORY INSTALLED, OR FACTORY-APPROVED DEALER-INSTALLED, STATIONARY LEVELING JACK SYSTEM** - Covers all parts.
23. **SLIDE OUT ROOM UNIT(S)** - Covers all parts, except for the following: **Wooden or metal structure, slide-out room(s) weather seals, sealing boots, and awnings and their associated parts.**
24. **POWERSTEP SYSTEM** - Covers all parts.
25. **ENTERTAINMENT PACKAGE** - Covers all built-in electronic audio/visual devices, except for the following: **Personal computers, flat panel display televisions larger than 32 inches, and any part or component not originally supplied by the coach manufacturer. Repairs will be made in accordance with the manufacturers' guidelines.**

SEALS AND GASKETS are covered for all of the components listed above--for units with less than 70,000 miles (odometer reading) AND are 7 model years old or less when the claim is filed.

WHAT IS NOT COVERED

- Any pre-existing problems that are present prior to the purchase of this **Coverage** whether known or unknown. The condition of the covered part(s) in question will be assessed to determine time of initial breakdown.
- Gradual reduction in operating performance due to **wear** and **tear**. The policy's intent is to provide coverage for sudden and unforeseen breakdowns.
- **Mechanical Breakdowns** outside the United States and Canada.
- Any loss resulting from inadequate amounts of coolant, lubricant, or fluids.
- Any breakdown on a vehicle used for racing, off-road use, rental use, or delivery purposes, or by pulling a trailer weighing more than the manufacturer's recommend limits.
- **Mechanical Breakdowns** covered by manufacturer's warranty, manufacturer's recall, or factory bulletins, (regardless of whether or not the manufacturer is doing business as an ongoing enterprise), any other Service Agreement, repairer's warranty, written warranty, or any valid and collectable insurance policy.
- Damage to a non-covered part by a covered part(s) or to a covered part by a non-covered part(s) failure.
- Any covered part which is not broken down but which a repair facility recommends or requires be repaired or replaced. Suggested or necessary upgrades or replacements are not covered.
- Any loss or damage to the overall structure both internal and external, including but not limited to Frames, Bumpers, Walls, Floor, Roof, Siding, Doors, Remote or manually actuated panels or covers, Windows, Glass, Weather stripping and moldings, Cabinets, Counter Tops and Integrated Sinks, Carpet, Beds, Awnings and their associated parts, Batteries, Fuses, Tires, Wheels. (Structure materials can be either wood, metal, rubber, fiberglass, glass or any other structural product).
- Any loss caused by improper or contaminated fuel or other fluids.
- Any loss due to continued operation in a failed condition.
- Any loss caused by negligence, misuse, abuse, impact or collision damage or from any other cause whatsoever, except as provided under this **Coverage**.
- Any loss or expense if the odometer has been tampered with, altered, or is inoperative.
- Any repair for the purpose of correcting the engine compression or correcting oil consumption when a **Mechanical Breakdown** has not occurred. Valve grinding and/or worn rings are not covered. De-carbonization is not covered.
- Any replacement costs of filters, fluids, sealing boots, and seals or gaskets, except as provided under this **Coverage**.
- Any loss caused by **any** alterations not meeting manufacturer's specifications.
- Any unit with a "branded" title including but not limited to, salvage, rebuilt, refurbished, totaled and any units previously owned by FEMA (Federal Emergency Management Agency).
- The replacement of an entire system due to obsolescence or unavailability of the failed covered part(s).
- Alignments, adjustments, tune-ups, fuels and any Hybrid drive components.
- Any damage or failure resulting from **rust, corrosion or freezing**.
- Any damage or failure resulting from Acts of God, power surges, collision, upset, or any damage from a non-covered source.

LIMIT OF LIABILITY

The total of benefits payable to You and the liability of Our insurance company under the Terms and Conditions of the Master Policy of Insurance issued to The Good Sam Club shall in no event exceed the average retail value listed in the most recent edition of the NADA Recreation Vehicle Appraisal Guide for Your vehicle.

OUR LIABILITY TO YOU AND THE LIABILITY OF OUR INSURANCE COMPANY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, DAMAGE TO A NON-COVERED PART (S), LOSS OF USE TO DESCRIBED VEHICLE, LOSS OF TIME, INCONVENIENCE, AND COMMERCIAL LOSS RESULTING FROM THE OPERATION, MAINTENANCE, OR USE OF THE DESCRIBED VEHICLE OR FROM THE BREACH OF ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW, IS EXPRESSLY EXCLUDED.

IN THE EVENT OF BREAKDOWN

Follow These Claim Procedures:

1. Call **Us** for instructions prior to proceeding with repairs. **(We reserve the right to inspect all repairs to determine coverage).**
2. Present the Evidence of Insurance, Terms and Conditions, and required Maintenance Records to the Repairing Dealer.
3. Prior to proceeding with repairs, ensure the Repairing Dealer calls **Us** with an estimate of repairs and receives an authorization number from **Us**.

NOTE: In the event of a **Breakdown** occurring when **Our** office is closed, **You** may follow the claim procedures in these Terms and Conditions without prior authorization, and reimbursement will be made to **You** or the repair facility in accordance with policy provisions. **You** must call the Administrator's office within five (5) business days from the date of repair to determine if such repair will be covered by this **Coverage**.

NATIONAL CLAIMS NUMBER: (888) 861-8697 - Hours: 8:00 AM to 5:00 PM Mountain Time Monday – Friday

IMPORTANT!

- **You** assume all liability for payment of unauthorized repairs and benefits.
- Liability for teardown rests with **You** on non-covered parts.
- **You** must submit each claim, with supporting documentation and proper maintenance records to the repairing facility and the Administrator, within ninety (90) days after the failure date of each claim in order for a claim to be eligible for coverage consideration pursuant to this Coverage.

YOUR RESPONSIBILITIES

To receive the full benefits of this Coverage, You must at Your expense:

1. Have the vehicle serviced as recommended by the manufacturer. **Failure to perform the aforementioned maintenance will result in claim denial.**
2. Keep a record of maintenance validated (signed and stamped) by the licensed repair facility, and keep receipts and work orders showing date, mileage and service performed. For services done by **You**, keep a personal maintenance record with date, mileage and service performed including any receipts for products purchased to carry out that aforementioned maintenance. **Failure to retain receipts and supply them to the claims office, when requested, will result in claim denial.**

CANCELLATION / TRANSFER

Cancellation: This **Coverage** applies only to **You** and the vehicle described in the Evidence of Insurance. In the event of cancellation of this **Coverage** within 30 days of the purchase of the **Coverage**, **We** agree to refund the full purchase price to **You** less any paid or approved claims. If this **Coverage** is canceled beyond 30 days from the date of purchase of the **Coverage**, **We** will calculate and make a pro rata refund based on time less an administrative fee of \$50.00. Any lien holder will be named on the cancellation refund check as their interest may appear. All requests for cancellations must be received in writing, and must include the Evidence of Insurance, the current mileage and the signature of the contract holder. **We** may cancel this **Coverage** for non-payment of the premium or intentional misrepresentation or fraud in obtaining this **Coverage** or in the submission of a claim.

Transfers: In the event this **Coverage** is not canceled, it may be transferred to an individual for non-commercial use to whom **You** sell the vehicle while this **Coverage** is in force. This can be done only if **You** send the Administrator copies of the validated (signed and stamped by the licensed repair facility) maintenance record for the required servicing and the name and address of the new Purchaser within 30 days of change in ownership. If any portion of the premium remains unpaid at the time of the transfer the new Purchaser must agree in writing to assume the responsibility for payment of the balance of the premium.