

VEHICLE SERVICE CONTRACT

This agreement describes the coverage **You** will have under **Your** Vehicle Service Contract (hereafter referred to as "Service Contract"). In return for payment by **You** of the **Service Contract Price** and subject to all the terms of this Service Contract, **We** agree with **You** as follows:

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I. KEY TERMS

When used, Key Terms will appear in **bold** print.

"**Provider**", "**We**", "**Us**" and "**Our**" mean Consumer Program Administrators, Inc. except in the states of Florida, Louisiana, Oklahoma and Wisconsin where **Provider**, **We**, **Us** and **Our** mean Automotive Warranty Services of Florida, Inc., Florida License #60023; in the state of Arkansas where **Provider**, **We**, **Us** and **Our** mean National Product Care Company; and in the state of Texas where **Provider**, **We**, **Us** and **Our** mean Consumer Program Administrators, Inc. dba The Administrators of Consumer Programs, all located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-888-621-2540.

"**Administrator**" means Consumer Program Administrators, Inc. except in the states of Florida, Louisiana, Oklahoma and Wisconsin where **Administrator** means Automotive Warranty Services of Florida, Inc.; and in the state of Texas where **Administrator** means Consumer Program Administrators, Inc. dba The Administrators of Consumer Programs, all located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-888-621-2540.

"**Breakdown**" means the failure of any original or like replacement part covered by this Service Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owners Manual. **Breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

"**Cost**" means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.
At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufacturer parts.

"**Deductible**" means the amount that **You** must pay for covered repairs per visit. The **Deductible** is \$100 per visit. If **Your Cost** is a **Warranty Deductible** charge imposed by the manufacturer, this Service Contract will pay the manufacturer's **Deductible**.

"**In-Service Date**" means the **Vehicle's** factory **Warranty** start date or the **Vehicle's** first day of use, whichever occurs first, regardless of the **Service Contract Purchase Date**.

"**Months**" means the number of months shown in Section 3 on the Information Schedule.

"**Producer**" means the producer from whom **You** purchased this Service Contract shown in Section 7 on the Information Schedule.

"**Repair Facility**" means a franchised Power Sport dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 30 days. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

"**Service Contract Price**" means the amount **You** paid for this Service Contract shown in Section 6 on the Information Schedule.

"**Service Contract Purchase Date**" means the date **You** purchased this Service Contract shown on the Information Schedule.

"**Vehicle**" means the vehicle shown in Section 1 on the Information Schedule.

"**Warranty**" means any **Warranty** of the manufacturer, state required **Warranty**, dealer **Warranty** or a **Repair Facility** guarantee.

"**You**" and "**Your**" mean the customer (private individual) shown in Section 2 on the Information Schedule, or an eligible person to whom this Service Contract has been properly transferred.

II. WHAT THIS SERVICE CONTRACT COVERS

During the Service Contract Term, subject to the selected Coverage Plan, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to remedy any covered **Breakdown** of the following parts less **Your Deductible**.

At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufacturer parts.

A. NEW AND USED MOTORCYCLE/MOPED/SCOOTER COVERAGE

USED MOTORCYCLE/MOPED/SCOOTER COVERAGE

When the Used Motorcycle/Moped/Scooter Coverage Plan box has been checked in Section 4 on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

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- 1. Engine:** All internally lubricated parts, including; internal reed valves, valves and their springs, retainers, keepers, guides, seats, push rods, lifters, and followers, rocker arms/pivots, and rocker shafts and bushing. Camshaft and bearings. Crankshaft and main bearings, pistons and their rings, pins, connecting rods, and bearings. Timing gears, timing chain or belt, oil pump, water pump, fuel pump manifolds, oil pressure and sending unit, engine mount isolators, and mechanical radiator cooling fan. CYLINDER HEAD(S) BLOCK AND CYLINDERS ARE ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 2. Transmission:** All internally lubricated parts contained within the transmission housing, including; bearings, cams, internal drive gears/chains, internal shafts, internal selector mechanism, thrust washers, and springs and bushings. Clutch assembly is excluded. THE TRANSMISSION CASE IS ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 3. Lubricating System:** Complete oil injection system, oil pump, oil injection drive gear, oil tank, oil lever sensor, oil cap and all metallic oil lines.
- 4. Primary Drive:** All internally lubricated parts contained within the primary drive case. THE CASE IS ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 5. Final Drive:** COVERAGE OFFERED TO "SHAFT DRIVEN MODELS" ONLY. All internally lubricated parts contained within the shaft drive and final drive housings. SHAFT AND FINAL DRIVE HOUSING ARE ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 6. Suspension:** Front fork tubes and all internally lubricated parts, front and rear wheel bearings, swing arm bearings/bushings, and swing arms. AXLES AND FRAME ARE ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 7. Steering:** Steering stem assembly, including; bearings/bushings, shaft, and adjustment nuts.
- 8. Brakes:** Hydraulic brake calipers, master cylinders, brake backing plates, and hubs and internal actuating mechanism.
- 9. Electrical:** Starter, coils, rectifiers, stator, magneto, solenoids, alternator/generator, voltage regulator. Wiring harness, electronic ignition module, and electronic fuel injection system (including all input/sensors and output/control units related to the fuel injection system).

NEW MOTORCYCLE/MOPED/SCOOTER COVERAGE

When the New Motorcycle/Moped/Scooter Coverage Plan box has been checked in Section 4 on the Information Schedule, only the following parts, in addition to the parts listed under Used Motorcycle/Moped/Scooter Coverage, are covered. Parts not listed are not covered.

- 10. Gauges:** Speedometer and tachometer. Fuel, temperature, amperage, and oil pressure gauges.
- 11. Fuel/Cooling:** Fuel tank and level sending unit, radiator and fuel injectors. COVERAGE LIMITED TO COMPONENT REPAIR AND PARTS REPLACEMENT IF FOUND DEFECTIVE; DOES NOT INCLUDE ADJUSTMENTS.
- 12. Seals and Gaskets:** Head gaskets, intake manifold gasket, valve cover gasket, primary and final drive cover gaskets, transmission housing gasket, crankshaft seals, water pump seals and shift seals.

Additional Benefits

In addition to the covered components, the following additional benefits will apply for New and Used Motorcycle/Moped/Scooter Coverage.

1. Rental Reimbursement

When a **Breakdown** renders **Your Vehicle** inoperable or unsafe to drive and requires **Your Vehicle** to be held by a **Repair Facility** overnight for covered repairs, **We** will pay **Your** actual expenses to rent a replacement vehicle from a licensed rental agency not to exceed \$20 per day for a maximum of three (3) days for any one **Breakdown**.

2. Towing

When a covered **Breakdown** disables **Your Vehicle**, **We** will pay for towing not to exceed \$40 per disablement.

3. Emergency Travel Expense Reimbursement (Not Available in Kentucky, New York and Texas)

We will pay for emergency local commercial lodging, meals and transportation expenses up to \$150 per occurrence (a maximum of \$50 per day for up to three (3) days from the date of **Your Breakdown**) when:

- The **Breakdown** occurs 100 miles or more from **Your** home;
- The **Breakdown** renders **Your Vehicle** inoperable or unsafe to drive; and
- **Your Vehicle** is required to be held overnight by a **Repair Facility** for covered repairs.

II. WHAT THIS SERVICE CONTRACT COVERS (CONTINUED)

B. NEW AND USED OFF-ROAD VEHICLE COVERAGE

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VEHICLE

USED OFF-ROAD VEHICLE COVERAGE

When the Used Off-Road Vehicle Coverage Plan box has been checked in Section 4 on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

- 1. Engine:** All internally lubricated parts, including; internal reed valves, valves and their springs, retainers, keepers, guides, seats, lifters, and followers, rocker arms/pivots, and rocker shafts and bushings. Camshaft, bearings, cam chain tensioner or guide, compression release/spring, counter balance shaft, gears, bearings, oil pump check valves, oil filter adapter and check valves, oil cooler H-valve, and compression release lever and valve. Crankshaft and main bearings, pistons and their rings, pins, connecting rods, bearings, engine braking system (EBS) mechanical radiator cooling fan. Timing gears, timing chain or belt, oil pump, oil pump drive shaft and gears, water pump, fuel pump, manifolds, oil pressure sending unit, and engine mount isolators, starter recoil mechanism (excluding pull cord). CYLINDER HEAD(S), BLOCK AND CYLINDERS ARE ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 2. Transmission:** All internally lubricated parts contained within the transmission housing, including; bearings, cams, internal drive gears/chains, internal shafts, internal selector mechanism, thrust washers, springs and bushings, mechanical shifter assembly and linkage, and E-Z shift reverse system. Clutch assembly is excluded. "Variable" type clutch is a covered component. THE TRANSMISSION CASE IS ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 3. Lubricating System:** Complete oil injection system, oil pump, oil injection drive gear, oil tank, oil lever sensor, oil cap and all metallic oil lines.
- 4. Primary Drive:** All internally lubricated parts contained within the primary drive case and secondary drive pulley. Clutch assembly is excluded. "Variable" type clutch is a covered component. Buttons, arms, and rollers are not covered. THE CASE IS ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 5. Final Drive:** COVERAGE OFFERED TO "SHAFT DRIVEN MODELS" ONLY. All internally lubricated parts contained within the shaft drive and final drive housings. CV, U-joints, eccentrics, hilliard clutch assembly, 4WD/AWD, bearings, wheel hub coil, and diesel injector pump and injector. SHAFT AND FINAL DRIVE HOUSING ARE ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 6. Suspension:** All internally lubricated parts, front and rear wheel bearings, swing arm bearings/bushings, swing arms, struts, springs, strut housing, ball joints and arms. AXLES AND FRAME ARE ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 7. Steering:** Steering stem assembly, including; bearings/bushings, shaft, adjustment nuts, tie rods, and tie rod ends.
- 8. Brakes:** Hydraulic brake calipers, master cylinders, brake backing plates, and hubs and internal actuating mechanism.
- 9. Electrical:** Starter coils, rectifiers, stator, magneto, solenoids, alternator/generator, voltage regulator, and hub coil.

NEW OFF-ROAD VEHICLE COVERAGE

When the New Off-Road Vehicle Coverage Plan box has been checked in Section 4 on the Information Schedule, only the following parts, in addition to the parts listed under Used Off-Road Vehicle coverage, are covered. Parts not listed are not covered.

- 10. Gauges:** Speedometer and tachometer. Fuel, temperature, amperage, and oil pressure gauges.
- 11. Electrical:** Wiring harness, electronic ignition module, radiator, radiator fan motor and fuel injection sensors, and mechanically operated switches.
- 12. Fuel/Cooling:** Fuel tank and level sending unit, radiator, and fuel injectors. COVERAGE LIMITED TO COMPONENT REPAIR AND PARTS REPLACEMENT IF FOUND DEFECTIVE; DOES NOT INCLUDE ADJUSTMENTS.
- 13. Seals and Gaskets:** Head gaskets, intake manifold gasket, valve cover gasket, primary and final drive cover gaskets, transmission housing gasket crankshaft seals, water pump seals, and shift seals.

II. WHAT THIS SERVICE CONTRACT COVERS (CONTINUED)

C. NEW AND USED SNOWMOBILE COVERAGE

USED SNOWMOBILE COVERAGE

When the Used Snowmobile Coverage Plan box has been checked in Section 4 on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

- 1. Engine:** All internally lubricated parts, including; pistons, piston rings, crankshaft and main bearings, connecting rods and rod bearings, flywheel, camshaft and bearings, timing gears, timing chains or belts, rocker arms, valves, valve springs, guides and seats, valve push rods and lifters, oil pump, shaft, water pump drive, reed valves, variable exhaust valves, springs, diaphragms, oil injection pump, fan, heat exchangers, shrouds, engine mount isolators and starter recoil mechanism (excluding pull cord). CYLINDER HEAD(S), BLOCK AND CYLINDERS ARE ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 2. Primary and Secondary Drive:** All internally lubricated parts contained within the primary and secondary drive pulley. Chain and gears, transmission case, jack shaft, and bearings. Clutch assembly is excluded. "Variable" type clutch is a covered component. Buttons, arms and rollers are not covered. PRIMARY DRIVE HOUSING IS ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
- 3. Track Drive:** Axle, wheel sprocket, wheel guides, bearings and bushings.
- 4. Steering:** Upper and lower steering stem bearings, bushings, tie rods, stem, shaft.
- 5. Brakes:** Calipers and master cylinder.
- 6. Electrical:** Starter assembly, electronic fuel injection system (including all input/sensors and output/control units related to the fuel injection system), electronic ignition module, wiring harness, coils, rectifiers, solenoid, voltage regulator, sensors, generator, and alternator.
- 7. Rear Suspension:** Slide rails, rollers, axles, swing arm shaft, bearings, bushings, wheel guides, and all internally lubricated parts.
- 8. Front Suspension:** Springs, trailing arms, tie rods, and all internally lubricated parts.

NEW SNOWMOBILE COVERAGE

When the New Snowmobile Coverage Plan box has been checked in Section 4 on the Information Schedule, only the following parts, in addition to the parts listed under Used Snowmobile Coverage, are covered. Parts not listed are not covered.

- 9. Gauges:** Speedometer, odometer, tachometer, and fuel gauge.
- 10. Fuel System:** Fuel tanks, choke, choke cable, electric fuel pump, and fuel injectors.
- 11. Seals and Gaskets:** Head gaskets, cylinder gaskets, valve cover gaskets, crankshaft seals, water pump seal, chaincase seals.

D. NEW AND USED PERSONAL WATERCRAFT COVERAGE

USED PERSONAL WATERCRAFT COVERAGE

When the Used Personal Watercraft Coverage Plan box has been checked in Section 4 on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

- 1. Engine:** Standard Engine – All internally lubricated parts contained within the cylinder block, including, pistons, piston rings and pins, main and cam bearings, connecting rods and rod bearings, crankshaft, camshaft, flywheel and ring gear, timing gears, timing chains or belts, rocker arms, valves, valve springs, guides and seats, valve push rods and lifters, balance shaft and bearings, water pump and drive, heat exchangers, reeds, reed block, engine mount isolators, variable exhaust valves, manifolds. CYLINDER HEAD(S), BLOCK, BARRELS ARE ALSO COVERED IF DAMAGED AS A RESULT OF A **BREAKDOWN** OF A COVERED PART.
Turbocharged/Supercharged Engine – All of the above listed parts plus turbocharger housing, compressor housing, internal parts, waste gate controller, clutch and pulley, bypass valve, metallic lines, ducting, intercooler.
- 2. Propulsion Pump System:** All internally lubricated parts contained within the pump housing, bearings, bushings, impeller, housing, and through hull fitting.
NOTE: IMPELLER IS COVERED ONLY DUE TO A **BREAKDOWN** OF A COVERED PART.
- 3. Lubricating System:** Complete oil injection system, oil pump, oil injection drive gear, oil tank, oil lever sensor, oil cap and all metallic oil lines.
- 4. Fuel System:** Fuel pump, fuel tank, fuel cap, fuel rail and regulator, petcock and all metallic fuel lines.
- 5. Driveline System:** Drive shaft bushings, bearings and coupler.
- 6. Controls:** Choke primer switch, run and stop switches, kill switch, throttle control handle, throttle cable and ignition switch.
- 7. Steering:** Steering control assembly (excluding cables), steering, nozzle, reverse gate and actuator.
- 8. Electronic Fuel Injection:** Electronic Fuel Injection System (including all input/sensors and output/control units related to the fuel injection system) including the Ficht type direct injection system.
- 9. Electrical:** Alternator/stator, starter, starter solenoid, voltage regulator/rectifier, ignition coils, electronic ignition module.
- 10. Seals and Gaskets:** All seals and gaskets on the assemblies listed in the terms and conditions.

NEW PERSONAL WATERCRAFT COVERAGE

When the New Personal Watercraft Coverage Plan box has been checked in Section 4 on the Information Schedule, only the following parts, in addition to the parts listed under Used Personal Watercraft Coverage, are covered. Parts not listed are not covered.

- 11. Electrical:** All electrically controlled gauges, bilge pump, electric power trim motor, electric reverse control mechanism, and wiring harness.

II. WHAT THIS SERVICE CONTRACT COVERS (CONTINUED)

Additional Benefits

In addition to the covered components, the following additional benefits will apply for New and Used Personal Watercraft Coverage.

1. On-Water Towing

When a covered **Breakdown** requires on-water towing of **Your Vehicle** to **Your** launch site or the closest port, **We** will pay for on-water towing not to exceed \$100 per disablement and towing must be done by a marine towing company or an authorized marine service facility. Towing the covered **Vehicle** from a secured dock or port to another dock or port is not covered. Towing coverage is not available on land.

2. Lift-Out

In the event of a **Breakdown** of a covered part, **We** will pay to have **Your Vehicle** removed from the water (excluding submersion), not to exceed \$100 per occurrence.

III. WHAT THIS SERVICE CONTRACT DOES NOT COVER

MAINTENANCE AND PARTS NOT COVERED

THE FOLLOWING ARE NOT COVERED UNDER YOUR SERVICE CONTRACT:

- A. THE MAINTENANCE SERVICES AND PARTS DESCRIBED UNDER MAINTENANCE REQUIREMENTS AS SHOWN IN THIS SERVICE CONTRACT OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
- B. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING ENGINE TUNE-UP (INCLUDES SPARK PLUGS AND IGNITION WIRES), CARBURETOR, BATTERIES, FILTERS, LUBRICANTS OR FLUIDS, ENGINE COOLANT, ALL HOSES AND BELTS (NOT SPECIFICALLY LISTED), SEALS AND GASKETS (NOT SPECIFICALLY LISTED) AND EXHAUST SYSTEM.
- C. FASTENING ADHESIVES, SEALED BEAM HEAD LAMPS, LIGHT BULBS, LENSES, TRIM, MOLDINGS, BRIGHT METAL, UPHOLSTERY, PAINT, SHEET METAL, BODY PANELS, STRUCTURAL FRAMEWORK AND STRUCTURAL WELDS.
- D. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS AND RADIO/SPEAKER EQUIPMENT.

IN ADDITION TO THE ABOVE (I.E. ITEMS A-D), FOR NEW AND USED MOTORCYCLE/MOPED/SCOOTER COVERAGE, THE FOLLOWING ARE NOT COVERED UNDER YOUR SERVICE CONTRACT:

- E. BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, SUSPENSION ALIGNMENT, WHEEL RIMS, TIRES, WHEEL BALANCING, SHOCK ABSORBERS, FRICTION CLUTCH DISC AND PRESSURE PLATE AND CLUTCH RELEASE BEARING.
- F. FINAL DRIVE CHAIN, BELT, OR SPROCKET FOR CONSEQUENTIAL DAMAGE DUE TO CHAIN OR BELT BREAKAGE.
- G. GLASS AND GLASS FRAMEWORK.

IN ADDITION TO THE ABOVE (I.E. ITEMS A-D), FOR NEW AND USED OFF-ROAD VEHICLE COVERAGE, THE FOLLOWING ARE NOT COVERED UNDER YOUR SERVICE CONTRACT:

- H. DISTRIBUTOR CAP AND ROTOR, VARIABLE TRANSMISSION DRIVE BELT, CV BOOTS, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, SUSPENSION ALIGNMENT, WHEEL RIMS, TIRES, WHEEL BALANCING, SHOCK ABSORBERS, FRICTION CLUTCH DISC AND PRESSURE PLATE AND CLUTCH RELEASE BEARING.
- I. FINAL DRIVE CHAIN, BELT, OR SPROCKET FOR CONSEQUENTIAL DAMAGE DUE TO CHAIN OR BELT BREAKAGE.
- J. GLASS AND GLASS FRAMEWORK.

IN ADDITION TO THE ABOVE (I.E. ITEMS A-D), FOR NEW AND USED SNOWMOBILE COVERAGE, THE FOLLOWING ARE NOT COVERED UNDER YOUR SERVICE CONTRACT:

- K. DISTRIBUTOR CAP AND ROTOR, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, TRACKS, SUSPENSION ALIGNMENT, FRONT SKIS, SHOCK ABSORBERS, FRICTION CLUTCH MATERIAL, WINDSHIELD AND WINDSHIELD FRAMEWORK MATERIAL.
- L. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO: HEATED HANDLEBARS.

IN ADDITION TO THE ABOVE (I.E. ITEMS A-D), FOR NEW AND USED PERSONAL WATERCRAFT COVERAGE, THE FOLLOWING ARE NOT COVERED UNDER YOUR SERVICE CONTRACT:

- M. DISTRIBUTOR CAP AND ROTOR, IMPELLERS AND HULL.
- N. GLASS AND GLASS FRAMEWORK.
- O. ADJUSTMENTS, ALIGNMENTS, OIL CONSUMPTION OR STUCK RINGS, FREIGHT, BURNED VALVES, TULIPED VALVES, ROAD SERVICE CALLS AND ENVIRONMENTAL CHARGES.
- P. ANY EXPENSE FOR DIAGNOSIS OF A MECHANICAL BREAKDOWN, SEA TRIAL OR CHECK OUT EXPENSE, LAUNCH, STORAGE, TRAVEL, AND ANY EXPENSES ARISING FROM PARTS OR LABOR CHARGES REQUIRED TO REMOVE OR REPLACE YOUR VEHICLE'S BULKHEADS OR OTHER EQUIPMENT IN ORDER TO REPAIR THE COVERED BREAKDOWN.

IN ADDITION, WE WILL NOT PAY BENEFITS:

1. FOR COSTS COVERED BY ANY WARRANTY REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.
2. FOR ANY COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.
3. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.
4. WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SERVICE CONTRACT SECTION VI. YOUR RESPONSIBILITIES).
5. FOR EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.
6. FOR EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.

III. WHAT THIS SERVICE CONTRACT DOES NOT COVER (CONTINUED)

7. FOR A BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, SUBMERSION, FREEZING OR FLOOD.
8. FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, FOOD, LODGING, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN, UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT.
9. FOR A BREAKDOWN WHEN THE USE OF CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
10. FOR ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT NOT LIMITED TO: ENGINE AND TRANSMISSION.
11. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
12. FOR A BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
13. FOR A BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.
14. FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).
15. FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS SERVICE CONTRACT.
16. FOR THE REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.
17. TO CORRECT A COSMETIC IMPERFECTION.
18. FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN SERVICE CONTRACT SECTION IV. MAINTENANCE REQUIREMENTS AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
19. FOR A BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.
20. FOR A BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.
21. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES. EXAMPLES OF COMMERCIAL USE INCLUDE BUT ARE NOT LIMITED TO: PICK-UP AND DELIVERY SERVICE, RENTAL, POLICE OR OTHER EMERGENCY SERVICES.
22. FOR A BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.
23. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS SERVICE CONTRACT UNLESS REQUIRED IN CONJUNCTION WITH THE REPAIR OF A COVERED PART.
24. FOR DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
25. FOR A BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
26. FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
27. FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
28. FOR DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION).
29. FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES AND SQUEAKS.
30. IF YOUR VEHICLE IS POWERED ENTIRELY BY A FUEL SOURCE OTHER THAN GASOLINE OR DIESEL FUEL.
31. FOR A BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE.

IN ADDITION TO THE ABOVE (I.E. ITEMS 1-31), FOR NEW AND USED OFF-ROAD VEHICLE COVERAGE, WE WILL NOT PAY BENEFITS:

32. FOR EXPENSES CHARGED FOR VEHICLE RECOVERY OR TOWING.

IN ADDITION TO THE ABOVE (I.E. ITEMS 1-31), FOR NEW AND USED SNOWMOBILE COVERAGE, WE WILL NOT PAY BENEFITS:

33. FOR A BREAKDOWN CAUSED BY USING YOUR VEHICLE ON HAY, STRAW OR GRASS.
34. FOR EXPENSES CHARGED FOR VEHICLE RECOVERY OR TOWING.

IN ADDITION TO THE ABOVE (I.E. ITEMS 1-31), UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT, WE WILL NOT PAY BENEFITS:

35. FOR ADDITIONAL COMMERCIAL LODGING ENTERTAINMENT EXPENSES.
36. FOR ANY BREAKDOWN THAT OCCURS LESS THAN 100 MILES FROM YOUR HOME.

IV. MAINTENANCE REQUIREMENTS

In order to keep Your Service Contract valid, You must follow the maintenance procedures listed below. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage.

Your Vehicle must be serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owner's Manual.

You must keep receipts which verify the Vehicle Identification Number, work orders and other documents that shows a date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

V. WHO TO CALL FOR BREAKDOWN REPAIR AUTHORIZATION

Before any covered repairs can begin, You must contact the Administrator at:

1-888-621-2540

To Register Your Service Contract for Self-Service, Visit Us At:
www.mrclaims.net

VI. YOUR RESPONSIBILITIES

You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road (if applicable) and shut down the engine immediately when either of these lights/gauges indicates a problem.

If You experience a Breakdown, You agree to:

1. Use all reasonable means to protect Your Vehicle from further damage.
2. Notify the Administrator as soon as possible.
3. Authorize the Repair Facility to perform necessary diagnostic work and provide "teardown authorization" so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE CONTRACT.**
4. Furnish the Administrator with such information as the Administrator may reasonably require and if requested provide proof of Your Vehicle's regular maintenance during the Service Contract Term as defined in Service Contract Section IV. Maintenance Requirements.
5. Reserve for the Administrator the right to refer Your Vehicle to a dealership that sells and services Your type of Vehicle, for certain repairs.
6. Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.
7. Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Contract.
8. Call the following business day or as soon as reasonably possible to receive claim filing instructions should a Breakdown occur on a weekend or holiday. Customer service hours are 7:00 AM – 7:00 PM (Central Time) Monday through Friday.

Emergency Repair Instructions: In the event that a Breakdown of a covered part occurs when the Administrator's office is closed and emergency repairs are necessary, You may follow the claim procedures and commence emergency repairs without securing the Administrator's prior authorization. However, You or the authorized service representative must notify the Administrator of the repairs as soon as the Administrator's office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than thirty (30) days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

VII. GENERAL PROVISIONS

1. Service Contract Term

The Service Contract Term is the **Months** shown in Section 3 on the Information Schedule.

- For New Motorcycles/Mopeds/Scooters, Off-Road Vehicles, Snowmobiles and Personal Watercraft, the Service Contract begins on the **Service Contract Purchase Date** as shown on the Information Schedule. The Service Contract ends when the **Months** from the **In-Service Date** is reached.
- For Used Motorcycles/Mopeds/Scooters, Off-Road Vehicles, Snowmobiles and Personal Watercraft, the Service Contract begins on the **Service Contract Purchase Date** as shown on the Information Schedule. The Service Contract ends when the **Months** from the **Service Contract Purchase Date** is reached.

2. When And Where You Are Covered

You are covered when this Service Contract is issued or transferred to You. This Service Contract applies only to **Breakdowns** occurring within the continental United States of America, Alaska, Hawaii and Canada.

3. If You Have Other Coverage

If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of a **Breakdown** after a **Warranty** or guarantee has expired, **We** will pay only for any extra **Cost**. If You have any other Rental Reimbursement coverage, Towing coverage, Emergency Travel Expense Reimbursement coverage, On-Water Towing coverage or Lift-Out coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.

4. Your Help And Cooperation

Your help and cooperation is required if **We** ask You to help **Us** enforce Your rights against any manufacturer or **Repair Facility** who may be responsible to You for the **Cost** of repairs covered by this Service Contract.

5. Limit of Liability

Our limit of liability is the **Cost** to repair or replace any covered **Breakdown**; but in no event shall this **Cost** exceed the average retail value of Your Vehicle as determined by the NADA Official Power Sport/Marine Vehicle Guide at the time of loss.

6. Subrogation

If **We** pay for a loss, **We** may require You to assign to **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.

7. Dispute Resolution – Arbitration

This Service Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning this Service Contract (including the **Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Service Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

VII. GENERAL PROVISIONS (CONTINUED)

To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.

8. How This Service Contract May Be Transferred

Your rights and duties under this Service Contract may only be transferred to a subsequent purchaser directly by **You** within thirty (30) days from the date of sale to the subsequent purchaser and upon payment to **Us** of a \$50 transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. This Service Contract can only be transferred if the remaining portion of the **Warranty** including Powertrain Warranty or the Limited Warranty provided by **Us** has not been reduced or voided. In the event of **Your** death, the benefits of this Service Contract will be available to **Your** spouse or legal representative.

9. How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Producer**. The **Producer** will assist with **Your** cancellation request. If **You** are unable to return to the **Producer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract must be included with **Your** request for cancellation.

Cancellation By Us

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date**. After ninety (90) days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If **You** do not pay the **Service Contract Price**;
- If **Your Vehicle** has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

Cancellation By Lienholder

If this Service Contract is financed, the Lienholder (shown in Section 8 of the Information Schedule) may cancel the Service Contract in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed.

How Refunds are Calculated

If this Service Contract is canceled within sixty (60) days of the **Service Contract Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** will be made. After sixty (60) days or if **You** have incurred a claim, a pro-rata refund of the unused **Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of the unused **Months** compared to the total **Months** of **Your** Service Contract Term, less an administrative fee of \$50. All refunds will be paid to the Lienholder if any, otherwise to **You**. If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.

10. Insurance

This Service Contract is not an insurance contract. **Our** obligations under this Service Contract are guaranteed under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

11. Entire Service Contract

This Service Contract represents the entire agreement between **You** and **Us**. No person has the authority to change this Service Contract or to waive any of its provisions. No other written or oral statements apply to this Service Contract.

VIII. STATE AMENDMENTS

This Service Contract is amended to comply with the following state requirements:

Alabama

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include:

If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer**.

How Refunds are Calculated is amended to include:

The \$50 administrative fee is deleted and replaced with a \$25 administrative fee.

Alaska

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include:

Exclusion #7 – Any reference to “**TERRORISTS ACTS**” within this exclusion is deleted in its entirety.

Exclusion #15 is deleted in its entirety.

Arizona

NOTICE TO CUSTOMER – is amended to include:

In the event a **Breakdown** occurs when the **Administrator’s** office is closed, **You** may follow the claim procedures in the Service Contract without prior authorization. Reimbursement will be made to **You** or the **Repair Facility** in accordance with Service Contract provisions.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include:

Exclusion #30 is revised to read, “**IF YOUR VEHICLE IS MODIFIED TO BE POWERED ENTIRELY BY A FUEL SOURCE OTHER THAN GASOLINE OR DIESEL FUEL, WHILE THIS VEHICLE IS OWNED BY YOU.**”

Exclusions #10, 12, 13, 14, 18, 21, 22 & 28 are amended to include: “**WHILE THE VEHICLE IS OWNED BY YOU.**”

VIII. STATE AMENDMENTS (CONTINUED)

Arizona - continued

Exclusions #3, 11 & 31 are deleted in their entirety.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By Us**” is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may cancel this Service Contract at any time for the following reasons:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer; or
- If **You** do not pay the **Service Contract Price**.

Arkansas

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer**.

GENERAL PROVISIONS – Section 10 “Insurance” is amended to include:

A claim against the provider may include a claim for return of the unearned provider fees.

Colorado

GENERAL PROVISIONS – Section 10 “Insurance” is amended to include: Insurance Policy #2631.

Connecticut

The coverage afforded by this Service Contract is still available should the Service Contract Term lapse while **Your Vehicle** is in the custody of a **Repair Facility** for a covered repair.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is amended to include:

The State of Connecticut has established an arbitration process to settle disputes between **You** and **Us** arising from extended warranty contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the **Cost** of repair of the product and a copy of this Service Contract.

Florida

The rate charged for this Service Contract is not subject to regulation by the Department of Insurance.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include: Exclusion #11 is deleted in its entirety.

YOUR RESPONSIBILITIES – “**Emergency Repair Instructions**” is amended to include: The thirty (30) day time period for filing a claim after a **Breakdown** is deleted and replaced with ninety (90) days.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 8 “How This Service Contract May Be Transferred” is amended to include:

The \$50 transfer fee is deleted and replaced with a \$40 transfer fee.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following:

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Producer**. The **Producer** will assist with **Your** cancellation request. If **You** are unable to return to the **Producer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract must be included with **Your** request for cancellation. If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid on the Service Contract. After sixty (60) days or if **You** have incurred a claim, a pro-rata refund of the unused **Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of the unused **Months** compared to the total **Months** of **Your** Service Contract Term, less an administrative fee of \$50 or 10% of the refund amount, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to **You**.

Cancellation By Us

We may cancel this Service Contract for any reason within sixty (60) days of the **Service Contract Purchase Date**. After sixty (60) days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If **You** do not pay the **Service Contract Price**.

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the unused **Months** will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata premium less any claims paid on the Service Contract. All refunds will be paid to the Lienholder if any, otherwise to **You**.

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown in Section 6 of the Information Schedule) to cancel this Service Contract and receive the refund.

Georgia

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include:

Exclusion #10 – Any reference to “**SLUDGE**” within this exclusion is deleted in its entirety.

Exclusion #14 is amended to include the text: “**MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE CONTRACT.**”

Exclusion #31 is deleted in its entirety.

YOUR RESPONSIBILITIES – is amended to include: Item # 3 is deleted in its entirety.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

VIII. STATE AMENDMENTS (CONTINUED)

Georgia - continued

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following:

Cancellation By You

You, or a person authorized by **You**, may cancel this Service Contract at any time. To cancel, **You** must provide written notice to the **Producer**. A copy of **Your** Service Contract must be included with **Your** request for cancellation. If **You** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**, less an administrative fee of \$50 or 10% of the unearned pro-rata **Service Contract Price**, whichever is less. The refund will be paid to the Lienholder if any, otherwise to **You**.

Cancellation By Us

We may cancel this Service Contract:

- In the event of fraud;
- In the event of material misrepresentation; or
- If **You** do not pay the **Service Contract Price**.

If **We** cancel this Service Contract, **We** will mail **You** written notice:

- At least ten (10) days prior to the effective date of cancellation if **You** do not pay the **Service Contract Price**; or
- At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

If **We** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**. The refund will be paid to the Lienholder if any, otherwise to **You**.

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown in Section 8 of the Information Schedule) to cancel this Service Contract and receive the refund.

Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

Hawaii

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer**.

Idaho

Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **How Refunds Are Calculated**” is amended to include: The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the refund amount, whichever is less.

Indiana

Your proof of payment to the **Producer** for this Service Contract shall be considered proof of payment to the insurance company, which guarantees **Our** obligation to **You**, providing such insurance was in effect at the time **You** purchased this Service Contract.

Iowa

If **You** have questions regarding **Your** Service Contract, **You** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065.

WHAT THIS SERVICE CONTRACT COVERS – is amended to include:

Used parts will not be used to replace covered parts without prior written authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include:

If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Producer**.

How Refunds are Calculated is amended to include:

The sentence “All refunds will be paid to the Lienholder if any, otherwise to **You**.” is revised to read “All refunds will be paid by the **Producer** to the Lienholder if any, otherwise to **You**.”

Kentucky

WHAT THIS SERVICE CONTRACT COVERS – Section A. New And Used Motorcycle/Moped/Scooter Coverage, Item 3. Emergency Travel Expense Reimbursement is deleted in its entirety.

Louisiana

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **How Refunds Are Calculated**” is deleted in its entirety and replaced by the following:

If this Service Contract is canceled within sixty (60) days of the **Service Contract Purchase Date**, a 100% refund of the **Service Contract Price** will be made. After sixty (60) days, a pro-rata refund of the unused **Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of the unused **Months** compared to the total **Months** of **Your** Service Contract Term, less an administrative fee of \$50. All refunds will be paid to the Lienholder if any, otherwise to **You**.

Maine

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer**.

How Refunds are Calculated is amended to include:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the refund amount, whichever is less.

VIII. STATE AMENDMENTS (CONTINUED)

Maryland

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer**.

Minnesota

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** Cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer**.

Mississippi

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

Missouri

This Service Contract is not an insurance contract.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, then **We** will also pay a ten percent (10%) penalty per month for the period that this refund has not been paid by to the **Producer** or the **Administrator**, should the required refund not be paid within forty-five (45) days of **Our** receipt of the canceled Service Contract. Should a penalty be due and owing, then **We** will pay it to the Lienholder, if any, otherwise to **You**.

Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by **Us**. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your** Service Contract within forty-five (45) days of the date of cancellation.

GENERAL PROVISIONS – Section 10 “Insurance” is amended to include:

A claim against the **Provider** may also include a claim for return of the unearned **Provider** fee.

Nebraska

Mopeds, Off-Road Vehicles, Snowmobiles and Personal Watercrafts are not defined under Nebraska Insurance Code 60-339.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety and replaced by the following:

Notwithstanding anything in the Service Contract to the contrary, if **You** and **We** mutually agree at the time of loss, this Service Contract provides for arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract. **You** agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon **You**.

To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.

Nevada

GENERAL PROVISIONS – Section 1 “Service Contract Term” is amended to include: This Service Contract is not renewable.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include:

If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer**.

Cancellation By Us is amended to include:

Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

We may only cancel this Service Contract after seventy (70) days for the following reasons:

- If **You** do not pay the **Service Contract Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

How Refunds are Calculated is amended to include:

If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to seventy (70) days.

New Hampshire

GENERAL PROVISIONS – Section 10 “Insurance” is amended to include:

If **You** are not satisfied with the insurance company’s response, **You** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

New Mexico

GENERAL PROVISIONS – Section 1 “Service Contract Term” is amended to include: This Service Contract is not renewable.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include:

If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within sixty (60) days of return of this Service Contract to the **Producer**.

VIII. STATE AMENDMENTS (CONTINUED)

New Mexico - continued

Cancellation By Us is amended to include:

Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

We may only cancel this Service Contract after seventy (70) days for the following reasons:

- If **You** do not pay the **Service Contract Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

How Refunds are Calculated is amended to include:

If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to seventy (70) days.

New York
WHAT THIS SERVICE CONTRACT COVERS – Section A. New And Used Motorcycle/Moped/Scooter Coverage, Item 3. Emergency Travel Expense Reimbursement is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Producer**.

North Carolina

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By Us is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may only cancel this Service Contract at any time for any of the reasons listed below:

- If there has been a material misrepresentation or fraud; or
- If **You** do not pay the **Service Contract Price**.

How Refunds are Calculated is amended to include:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the refund amount, whichever is less.

Oklahoma

The following wording is added:

Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

This Service Contract is not issued by the manufacturer or a wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refund And Charges” is deleted in its entirety and replaced by the following:

Cancellation By You

You may cancel this Service Contract at any time. To cancel, **You** must provide written notice to the **Producer**. A copy of **Your** Service Contract must be included with **Your** request for cancellation. If **You** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**, less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the unearned pro-rata **Service Contract Price**, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to **You**.

Cancellation By Us

We may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date**. After ninety (90) days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If **You** do not pay the **Service Contract Price**;
- If **Your Vehicle** has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. The pro-rata refund will be 100% of the unearned pro-rata premium. All refunds will be paid to the Lienholder if any, otherwise to **You**.

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown in Section 8 of the Information Schedule) to cancel this Service Contract and receive the refund.

Oklahoma service warranty statutes do not apply to commercial use reference in service warranty contracts.

Oregon

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

South Carolina

This Service Contract is not an insurance contract.

If **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to:

South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29201-3105, 1-803-737-6180.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer**.

VIII. STATE AMENDMENTS (CONTINUED)

Texas

The **Administrator** is Consumer Program Administrators, Inc. Texas provider #175.

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

WHAT THIS SERVICE CONTRACT COVERS – Section A. New And Used Motorcycle/Moped/Scooter Coverage, Item 3. Emergency Travel Expense Reimbursement is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include: If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a 100% refund of the **Service Contract Price** will be made. A ten percent (10%) penalty per month shall be added to any refund on a voided Service Contract that is not paid within forty-five (45) days of return of this Service Contract to the **Producer**. If **Your** cancellation refund is not paid within forty-five (45) days after the Service Contract has been returned to the **Producer**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. The right to cancel this Service Contract is not transferable to a subsequent holder of this Service Contract.

Cancellation By Us is amended to include:

If this Service Contract is cancelled by **Us**, no administrative fee will be charged.

Utah

Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

YOUR RESPONSIBILITIES – “**Emergency Repair Instructions**” is amended to include: Utah residents are not limited to filing claims within thirty (30) days for reimbursement consideration.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety and replaced by the following:

Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

Cancellation By Us is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may cancel this Service Contract for any reason within sixty (60) days of the **Service Contract Purchase Date**. After sixty (60) days, **We** may cancel this Service Contract:

- For nonpayment of premium;
- For material misrepresentation;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

Cancellation By Lienholder is deleted in its entirety and replaced by the following:

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown in Section 8 of the Information Schedule) to receive the refund.

How Refunds Are Calculated is amended to include:

The sentence “If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.” is deleted in its entirety.

Wisconsin

THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include: Exclusion #4 is deleted in its entirety.

GENERAL PROVISIONS – Section 6 “Subrogation” is amended to include: **You** will be made whole before **We** retain any amount **We** may recover.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By Us is amended to include:

Our right to cancel for any reason is changed from ninety (90) days to sixty (60) days.

How Refunds are Calculated is amended to include:

The sentence “If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.” is deleted in its entirety.

Wyoming

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include:

If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer**.

How Refunds are Calculated is amended to include:

The sentence “All refunds will be paid to the Lienholder if any, otherwise to **You**.” is revised to read “All refunds will be made payable to the Lienholder and **You**.”

FOR BREAKDOWN REPAIR AUTHORIZATION, CALL YOUR PRODUCER OR:

– Call the **Administrator** toll-free: 1-888-621-2540

TO REGISTER YOUR SERVICE CONTRACT FOR SELF-SERVICE, VISIT US AT:

– www.mrclaims.net