

NO.		
	(Last 8 digits of VINI)	

CUSTOMER IN	FORMATION								
AGREEMENT HOLDER'S NAME		TELEPHONE NUMBER		EMAIL ADDRESS					
STREET ADDRESS				CITY			STATE	ZIP CODE	
COVERED MOT	ORCYCLE INFORMATION			l					
YEAR	IR MAKE MODI		MODEL	ODEL			MOTORCYCLE IDENTIFICATION NUMBER		
MOTORCYCLE N	MOTORCYCLE MILEAGE ON DATE OF SALE MANUFAC		CTURER'S IN-SERVICE DATE			RETAIL SALES PRICE \$			
SELLING DEAL	ER INFORMATION								
NAME OF SELLING DEALER						TELEPHONE NUMBER			
ADDRESS OF SELLING DEALER						DEALER NUMBER			
LIENHOLDER NAME				LIENHOLDER ADDRESS					
SELLING DEALE	ER SIGNATURE			I					
	I HAVE READ AND AGRE	EE TO THE TI	ERMS AND CO	ONDITIONS OF TH	IS EXTENDED S	SERVICE	AGREEME	NT.	
CUSTOMER'S SIGNATURE				DATE OF SALE					
CONTRACT PL	AN/TERM SELECTION			eement expires by ne Date of Sale for					
NEW MOTORCYCLES  Maximum Years from Expiration of Manufacturer's Warranty			nty	USED MOTORCYCLES  Maximum Years from Date of Sale					
☐ 1 YEAR / UNLIMITED MILEAGE ☐ 2 YEARS / UNLIMITED MILEAGE ☐ 3 YEARS / UNLIMITED MILEAGE ☐ 4 YEARS / UNLIMITED MILEAGE ☐ 5 YEARS / UNLIMITED MILEAGE				☐ 1 YEAR / UNLIMITED MILEAGE ☐ 2 YEARS / UNLIMITED MILEAGE ☐ 3 YEARS / UNLIMITED MILEAGE ☐ 4 YEARS / UNLIMITED MILEAGE ☐ 5 YEARS / UNLIMITED MILEAGE					
EXPIRATION DA	TE FOR EXTENDED SERVICE AGREEN	ENT							
	been indicated, coverage will be in effect to the Date of Purchase of the Extended S					and one (1) y	ear from the Da	ate of Sale for Used	
<b>DEDUCTIBLE</b> Amount Per Repair Visit				ı	XTENDED SERVICE AGREEMENT PRICE				
\$50					\$				

OPTIONAL COVERAGE	<u> </u>		
	TIRE AND WHEEL COVERAGE / UNLIMITED MILEAGE		
	PERFORMANCE PLUS PACKAGE	This optional coverage is provided only if the box is checked and	d additional surcharge is paid.
	BATTERY PROTECTION		
PLEAS	SE REFER TO PAGE 3 OF THIS EXTENDED	SERVICE AGREEMENT FOR SPECIFIC COVERAGE INFO	RMATION.
IS INVALID AND OF PURCHASE OR TO SERVICE AGREEME	NO FORCE OR EFFECT. THE PURCHASE O OBTAIN FINANCING FOR A MOTORCYCLE. ENT BETWEEN YOU AND THE PROVIDER, A	RINTED TERMS AND CONDITIONS OF THIS EXTENDED SOFTHIS EXTENDED SERVICE AGREEMENT IS NOT REQUITIES AGREEMENT IS NOT AN INSURANCE POLICY, IT IS AUTRELLA ASSURANCE INC. ALL OBLIGATIONS AND LIAE HOSE OF AUTRELLA ASSURANCE INC. AND NOT THE SE	JIRED EITHER TO AN EXTENDED BILITIES FOR REPAIRS
a breakdown, this will receipts indicating da	the manufacturer's recommended maintenanc Il result in loss of your protection under this Ext	e, such as oil changes and other periodic services, and your tended Service Agreement. Maintenance records from the Da kept by the purchaser or subsequent owner of this Extended ella Assurance Inc., upon request.	ate of Sale supported by
If your Manufacturer' Warranty and if your above. If your motorc instructions before your work so that the licer Agreement, authorizations.	motorcycle is within 40 miles of the Selling De cycle is more than 40 miles from the Selling De ou deliver your motorcycle to a licensed repair nsed repair facility can provide an accurate esti	ntact the Selling Dealer. After the Expiration of your Manufact aler, you must deliver your motorcycle to the Selling Dealer a saler, or the Selling Dealer is no longer at that address, call th facility. You must authorize the licensed repair facility to performate of repair. To ensure coverage under the terms of this Estoll-free claims number listed below between the hours of 7 as a.	t the address shown he Administrator for orm necessary diagnostic xtended Service
licensed repair facility (or as soon as reaso	d component are required outside normal busi y and have the necessary repairs performed or nably possible), you should report the repairs t mergency repairs, you must also call the toll-fre	ness hours (i.e., on a weekend or holiday), you should delive n your motorcycle at a reasonable and customary charge. Or o the Administrator by calling the toll-free claims number liste see claims number below. Emergency repairs are defined as re	n the next business day ed below. To obtain a
CUSTOMER'S	I HAVE READ AND AGREE TO THE TERMS AND CONDITI	ONS OF THIS EXTENDED SERVICE AGREEMENT.	DATE

PLEASE NOTE THAT AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ANY AND ALL REPAIRS. FOR CLAIMS INFORMATION, CALL +1 (833) 428-8735.

**SIGNATURE** 

## WHAT IS COVERED

Upon payment of the deductible amount per repair visit indicated on the front of this Extended Service Agreement and before the expiration of this Extended Service Agreement, the Selling Dealer will make necessary repairs to covered components for the covered motorcycle. Replacement of any part may be made with new parts or with parts of like kind and quality at the time of breakdown, including used parts or remanufactured or non-original manufacturer's parts, at the option of the Administrator. Coverage under this Extended Service Agreement includes the parts of the components listed below and originally covered under the Manufacturer's Warranty. Items listed under "What Is Not Covered" are excluded.

### **NEW AND USED MOTORCYCLE COVERAGE**

Engine, Transmission, Primary Drive, Suspension, Steering Assembly, Brake System, Fuel System, Cooling System, Electrical System, Instruments and Gauges, Seals and Gaskets, and Touring Package

### **TOURING PACKAGE**

- 1. Audio Entertainment Group
  - Coverage limited to these listed parts: Receiver, tape deck, and CD player
- 2. CB Radio/Intercom
  - Coverage limited to these listed parts: Transmitter/receiver, headset, microphone, console pod, and cables and jacks
- 3. Fairing Hardware
  - Coverage limited to these listed parts: Mounting hardware, brackets, switches, covers, and latches and hinges
- 4. Saddlebag/Travel Trunks
  - Coverage limited to these listed parts: Bags, travel trunks, latches, hinges, and mounting hardware

### **ADDITIONAL BENEFITS**

#### 1. Rental Reimbursement

If your motorcycle breaks down and becomes inoperative/unsafe to drive and must remain in the shop overnight, we will reimburse you for rental vehicle charges. The limit to this reimbursement per claim is \$350.00, not to exceed \$35.00 per 24-hour period. You must incur this expense between the date of the breakdown and the date on which covered repairs are completed. You must rent the substitute vehicle from a licensed rental agency. Rental receipts are required for reimbursement.

## 2. Pick-Up Reimbursement

If your motorcycle breaks down and becomes inoperative/unsafe to drive, we will reimburse you for pick-up charges incurred from a third party that is licensed to tow or pick up motorcycles that are not reimbursed to you by any road club or insurance policy or covered by the manufacturer's new motorcycle warranty. The limit to this reimbursement per claim is \$100.00. Valid receipts for towing/pick-up service are required for reimbursement.

#### 3. Travel Lodging Reimbursement

If your motorcycle breaks down and becomes inoperative/unsafe to drive, you are stranded overnight, and covered repairs are completed more than 100 miles from your home, we will reimburse you for the lodging and meal expenses you incurr between the date of breakdown and the date on which covered repairs are completed. The limit of this reimbursement per claim is \$300.00, not to exceed \$100.00 per 24-hour period. Valid receipts are required for reimbursement.

These additional benefits are not subject to the deductible.

### OPTIONAL COVERAGE

These optional coverages are provided only if the box on the front of this Extended Service Agreement is checked and additional surcharge is paid.

### TIRE AND WHEEL COVERAGE

We will pay for the costs to repair or replace the original equipment or like replacement tires and/or wheels of your motorcycle that fail due to contact with a road hazard (pothole or debris on the road surface, such as a nail, rock or tree limb). Pick-up, rental and travel lodging benefits apply to covered tire and wheel claims.

**Exclusions to this coverage include:** pre-existing conditions, normal wear and tear, damage due to collision (except road hazards described above), overloading based on the manufacturer's specifications, replacement covered by manufacturer, replacement exceeding manufacturer's specification for the motorcycle, dry rot, fire, flood, vandalism, acts of God; abnormal wear; and any consequential damage resulting from tire or wheel failure when tires have less than 3/32 of an inch of tread remaining at the time of failure. This coverage begins upon completion of the claims hold period or on the Date of Sale if no claims hold is indicated and expires according to the term selected.

### PERFORMANCE PLUS PLAN

We will pay for the costs to repair or replace performance or aftermarket power train and suspension components not covered under a Manufacturer's Warranty, provided these items are listed as an approved vendor below. An approved build sheet providing specific part information along with all

pertinent measurements and specifications must be provided prior to meeting qualifications for this coverage. Proper tuning by a qualified dyno tuner is required. All claims that fall under this coverage are subject to a \$50.00 administrative surcharge on top of the \$50.00 deductible.

Exclusions to this coverage include: damage to collision; replacement covered by manufacturer; damage due to fire, flood, vandalism, neglect, abuse, or acts of God; and any consequential damage resulting from failure. This coverage begins on the Date of Sale and expires according to the term selected. This contract is non-transferable to a new owner or rider. All other coverage details apply.

Approved vendor list: Pro Twin Performance, Jim's USA, Fueling Parts, Darkhorse Crankworks, S&S, Zipper's Performance Products, T-Man Performance, Wood Performance, KB Pistons, CP Pistons, Dynojet, HPI, Baker Drivetrain, Cometic Gaskets, Bitubo Suspension, JRI, Legend Suspension, Progressive Suspension, and Ohlins

### **BATTERY PROTECTION**

We will pay for the cost of a replacement battery if the battery fails under normal operating conditions. Replacement will only be approved if an attempt to fully charge the battery is made and documentation of a failed load test can be provided. This coverage does not take effect until 60 days from the date of purchase of your plan. Maximum lifetime coverage under this optional coverage is \$1,200.00.

Exclusions to this coverage include: Improper jumping/charging; replacement covered by manufacturer; improper installation; loose or corroded battery terminal hardware; overloading; and lack of maintenance.

You must submit all required documents to the Administrator within 90 days of date of loss before any claim can be processed for reimbursement. These documents must include accurate dates and mileage and detailed descriptions of the parts and services performed, as well as the specific charges. These documents may include repair orders, rental car bills, and other receipts evidencing amounts claimed under this Extended Service Agreement.

## WHAT IS NOT COVERED

Any items not listed under the "What Is Covered" section of the specific plan you selected on the front of this Extended Service Agreement. Incidental or consequential damages or loss caused by breakdown of components (or otherwise), including property damage, personal injury, inconvenience, loss of motorcycle use, and damage to a covered part by a non-covered part. The following is also not covered:

- · Any loss or expense if your motorcycle is used or equipped for towing, delivery or emergency purposes
- Competitive driving, racing, contests of speed; or overloading (including occupants, cargo, or tow loads) in excess of the maximum weights specified in your manufacturer's owner's manual
- Any damage due to collision or upset, breakage of glass, missile or falling objects, fire theft, larceny, explosion, earthquake, windstorm, hail, water, flood, mold, rust, corrosion, contamination, foreign objects, malicious, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, freezing, smoke, or any loss normally covered by a motorcycle insurance policy, including injury or death to any person or people
- Any breakdown covered by any limited warranty, Manufacturer's Warranty, recalls, campaigns, repairer's guarantee, road club, or any other guarantee, warranty, or insurance policy
- Any part which the United States Environmental Protection Agency ("EPA") has determined is emissions-related, that is included on a current list
  published by the EPA of such parts, and is within the EPA time and mileage emissions warranty period
- Any expense for the modification of, or alteration to, existing parts necessitated by the replacement of obsolete, superseded, or unavailable current parts
- Any breakdown caused by sludge buildup, contaminants, foreign objects, improper amount or type of fluids, lubricants, or failure to perform the
  required maintenance as indicated in the "Maintenance Responsibilities" provision on the front of this Extended Service Agreement
- · Any oil consumption or loss of compression or cylinder wear (Used Motorcycles only)
- Any damage resulting from continued operation of an impaired motorcycle or caused by your failure to take reasonable precautions to prevent further damage when an apparent problem exists
- Any repair in which it is determined that there is reasonable mechanical probability that the issue was present prior to contract purchase or claims hold period completion

## **NON-COVERED PARTS**

This contract does not cover and we will not pay for: Antenna mast and mirrors; Final drive chain or belt and rear sprocket; Clutch discs, plates, or springs; Audio speakers and wiring; Frame (except integral oil/fuel tanks); Cellular telephone; Glass, lenses, sealed beams, and lightbulbs; Battery, fuses, and fusible links; Mufflers or baffles; Belts, hoses, lines and clamps; Body parts, windshield, and their mounts; Sidecar (except as listed under Touring Package); Brake pads; Spark plugs and plug wires; Exhaust system rust out or discoloration; Tires, wheels, and spokes (unless optional Tire and Wheel coverage is purchased and only in conjunction with a covered tire and wheel repair); Fairing (except as listed under Touring Package); Trailer hitch; Filters and filter housing; and Trim, upholstery, and paint.

## **NON-COVERED SERVICES**

This contract does not cover and we will not pay for: Alignment of body parts; Removal of carbon, sludge, varnish or other contaminants; Cleaning of cooling system; Replacement or addition of fluids and lubricants; Cleaning of fuel system; Scheduled maintenance services; Correction of water leaks, squeaks, and rattles; Transmission service; Engine tune-up; Wheel balancing or spoke adjustment (unless optional Tire and Wheel coverage is purchased and only with a covered tire and wheel repair); and Ignition/fuel system adjustments and calibrations.

### LIMITS OF LIABILITY

The total of all benefits paid or payable under this Extended Service Agreement shall not exceed the Retail Sales Price of the motorcycle excluding taxes, title, and licenses cost of the motorcycle. The total benefits payable for any single repair or replacement shall not exceed the actual cash value of the motorcycle immediately prior to the breakdown. This determination will be made using the most current National Automobile Dealers Association (NADA) Used Motorcycle Appraisal Guide for your motorcycle.

### CANCELLATION

In the event the covered motorcycle is repossessed, declared a total loss, or you elect to give notice of cancellation, this Extended Service Agreement shall terminate. This Extended Service Agreement may only be terminated or cancelled upon your or the Lienholder's request to the Administrator containing the following information: The Extended Service Agreement number; motorcycle identification number; and make and model of your motorcycle. If you cancel this Extended Service Agreement within 60 days of its Date of Sale and no claims have been made, a full refund will be paid. If you cancel this Extended Service Agreement after 60 days of the Date of Sale or after a claim has been made, a pro-rata refund, less a \$50 cancellation fee for the unexpired portion of this Extended Service Agreement, will be paid. The amount of the refund will be calculated as follows: The Retail Sales Price of this Extended Service Agreement shall be multiplied by the fraction obtained by dividing the number of months this Extended Service Agreement has been in effect since the Date of Sale by the difference between the maximum number of months covered under this Extended Service Agreement and the number of months the motorcycle was in service prior to the Date of Sale of this Extended Service Agreement. The difference between the numbers so obtained and the Retail Sales Price of this Extended Service Agreement, less the cancellation fee, is the amount of the refund. A like refund will be paid for termination of this Extended Service Agreement if your motorcycle is declared a total loss or repossessed. In the event of repossession, the Lienholder will be the sole payee. In the event that this Extended Service Agreement is properly transferred to an individual person purchasing your motorcycle, this Extended Service Agreement may not be canceled by the new owner of the covered motorcycle under any circumstance.

### **CANCELLATION FEE**

The Cancellation Fee is \$50.00. See State Guidelines regarding your rights, privileges, and conditions governing cancellation of this Extended Service Agreement in your state.

### TRANSFER OF MOTORCYCLE OWNERSHIP

In the event you sell the covered motorcycle, this Extended Service Agreement shall terminate. You may apply for a transfer to the new owner. Submit immediately (within 15 days of the change in ownership) to the Administrator in writing, along with the Transfer Fee of \$50.00, the following: The Extended Service Agreement number, motorcycle identification number, mileage, make and model of the motorcycle, date of sale of the motorcycle, and the name and address of both yourself and the new owner of the covered motorcycle. This Extended Service Agreement may not be assigned separately from the covered motorcycle nor can it be assigned to a new or used car dealer or anyone other than an individual purchasing the motorcycle for personal use. Copies of maintenance records on the covered motorcycle must be obtained from the original owner by a new owner. To ensure coverage under the Manufacturer's Warranty and under this Extended Service Agreement, contact the Administrator or an Authorized Dealer who is franchised by the manufacturer of the covered motorcycle to assure transfer of the manufacturer's warranty. In the event this Extended Service Agreement is properly transferred to a new owner of the covered motorcycle, this Extended Service Agreement may not be transferred by the new owner of the covered motorcycle to any subsequent owner under any circumstance.

## **RESPONSIBILITIES FOR BENEFITS**

ALL BENEFITS PROVIDED UNDER THIS AGREEMENT ARE SOLELY THE OBLIGATION OF AUTRELLA ASSURANCE INC. HOWEVER, AUTRELLA ASSURANCE INC.'S OBLIGATION ARE INSURED BY PLATEAU CASUALTY INSURANCE COMPANY. IF AUTRELLA ASSURANCE INC. FAILS TO PAY A VALID CLAIM WITHIN 60 DAYS AFTER YOU HAVE FILED A PROOF OF LOSS COVERED BY THIS EXTENDED SERVICE AGREEMENT, THEN YOU MAY MAKE A DIRECT CLAIM AGAINST PLATEAU CASUALTY INSURANCE COMPANY, 2701 N. MAIN STREET, CROSSVILLE, TN 38555, P.O. BOX 7001, CROSSVILLE, TN 38557-7001 (+1 (888) 398-3632).

In the event Plateau Casualty Insurance Company pays or performs Purchaser's claim for Autrella Assurance Inc., then Purchaser, as a condition to such performance hereby gives an absolute assignment of his or her claims against Autrella Assurance Inc.

CUSTOMER NOTICE: SEE STATE GUIDELINES FOR DETAILS OF YOUR STATE NOTICES AND PROTECTIONS REGARDING YOUR CLAIMS
AND OTHER RIGHTS PROVIDED UNDER THIS EXTENDED SERVICE AGREEMENT.

**STATE GUIDELINES** 

The following State Guidelines apply if your Extended Service Agreement was purchased in one of the following states and supersede any other provision herein to the contrary.

### ALABAMA

If you cancel this Extended Service Agreement, you will be provided a pro-rata refund less an administrative fee of \$25.00. In the event that the Provider initiates a cancellation, the \$25.00 administrative fee will not be applied. A 10% penalty per month will be added to any refund that is not paid or credited within 45 days of your return of the Extended Service Agreement to the Selling Dealer.

### **ALASKA**

This Extended Service Agreement does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the Extended Service Agreement), and attorney fees.

#### **ARIZONA**

The Selling Dealer will perform, or arrange to have performed, any repair services promised within a reasonable time and competent and workmanlike manner. **CANCELLATION FEE:** \$25.00

### **CALIFORNIA**

DEFINITIONS: The definition of "Breakdown" is deleted and replaced with the following: "Breakdown" means the failure of any original or like replacement part due to defects in material and workmanship covered by this Service Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended in the Owner's Manual. Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred. The definition of "Repair Facility" is amended to include: If a franchised powersports dealer or licensed repair facility does not provide a written parts and labor guarantee of 30 days, the Administrator will refer your vehicle to a franchised powersports dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of 30 days or greater. EXCLUSIONS: Exclusion 34 is deleted in its entirety. Exclusion 40 is deleted in its entirety and replaced with the following: FOR TOWING FROM AN UNLICENSED REPAIR FACILITY. GENERAL PROVISIONS: Subrogation is deleted in its entirety. GENERAL PROVISIONS -Cancellation - 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 60 days prior to cancellation. We may cancel this Service Contract for any reason within 60 days of the Service Contract Purchase Date. After 60 days, we may cancel this Service Contract: (a) If there has been a material misrepresentation or fraud by you; or (b) If you do not pay the Service Contract Price. GENERAL PROVISIONS - Cancellation - Refunds is deleted in its entirety and replaced by: If this Service Contract is cancelled within the first 60 days of the Service Contract Purchase Date and a claim has not been incurred, a 100% refund of the Service Contract purchase price will be made. After 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 a cancellation fee of \$25.00 or 10% of the purchase price, whichever is less. No administrative fee will be charged within the first 60 days of cancellation from the Service Contract Purchase Date. If the Service Contract is canceled by us, no administrative fee will be charged. GENERAL PROVISIONS - Insurance is deleted in its entirety and replaced by the following: Performance to you under this Service Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Service Contract has been denied or has not been honored within 60 days after your request. The name, address, and phone number of the insurance company is: Plateau Casualty Insurance Company: 2701 N. Main St., Crossville, TN 38555; and +1 (888) 398-3632. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at +1 (800) 927-4357.

### **COLORADO**

This Service Contract is covered by an insurance policy in effect with Plateau Casualty Insurance Company. If **we** fail to pay an authorized claim within 60 days after proof of loss has been filed, you are entitled to make a direct claim against the insurer: Plateau Casualty Insurance Company, 2701 N. Main St., Crossville, TN 38555 (+1 (888) 398-3632).

### CONNECTICUT

The expiration date of this Service Contract shall automatically be extended by the duration that the Vehicle is in the custody of a Repair Facility while being repaired. If you purchased this Contract in Connecticut, you may pursue arbitration to settle disputes between yourself and the provider of this Contract. You may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Contract.

### **GEORGIA**

**EXCLUSIONS:** Exclusion 10 – Breakdowns caused by sludge will not be excluded. Exclusion 14 – Only applies to parts or systems modified by you or with your knowledge. Exclusion 32 – Applies only to pre-existing conditions that were known by you. **GENERAL PROVISIONS – Cancellation – Refunds:** The cancellation fee will be \$50.00 or 10% of the unearned pro-rata Service Contract Price, whichever is less. If you cancel this Service Contract and do not receive a refund within 60 days of such cancellation, we must include a 25% penalty of the amount of the return and interest at 18% per annum, with penalties and interest, limited to 50% of the refund.

### HAWAII

GENERAL PROVISIONS – Cancellation – Refunds: If you cancel this Service Contract within the first 30 days and claim has not been incurred, a 10% penalty will be added to a refund not paid within 45 days of return of this Service Contract.

#### INAHN

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

### ILLINOIS

GENERAL PROVISIONS – Cancellation – Refunds: is amended as follows: All cancellations are subject to a \$50.00 dollar cancellation fee or 10% of the Contract purchase price, whichever is less.

### INDIANA

Your proof of payment to the Selling Dealer for this Service Contract shall be considered proof of payment to the insurance company, which guarantees our obligations to you, providing such insurance was in effect at the time you purchased this Service Contract.

### IOWA

This Service Contract is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 357. If you have questions regarding your Service Contract, you may address them to the Iowa Insurance Commissioner at Iowa Insurance Division, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3738. 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 – Cancellation – Refunds is amended to include: If you cancel this Service Contract within 60 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 30 days of return of this Service Contract. The sentence "All refunds will be paid to the Lienholder if any, otherwise to you." is revised to read "All refunds will be paid to the Lienholder if any, otherwise to you."

#### KENTUCKY

Emergency Roadside Assistance is not available in Kentucky.

#### LOUISIANA

**GENERAL PROVISIONS – Cancellation – Refunds** is deleted in its entirety and replaced by the following: If this Service Contract is cancelled within 30 days of the Service Contract Purchase Date, a 100% refund of the Service Contract Price will be made. After 30 days, a pro-rata refund of the unused Months or unused Miles will be made. The pro-rata refund will be calculated by multiplying the Service Contract Price by the lesser percentage of the unused Months or unused Miles compared to the total Months or total Miles of Your Service Contract Term, less an administrative fee of \$50. All refunds will be paid to the Lienholder if any, otherwise to you.

### MARYLAND

**GENERAL PROVISIONS – Cancellation – Refunds:** A 10% penalty per month will be added to a refund that is not paid or credited to you within 45 days after you return the Agreement to us.

## MICHIGAN

If the performance of this Agreement is interrupted because of a strike or work stoppage at the Selling Dealer or Repair Facility, the effective period of this Agreement shall be extended for the period of the strike or work stoppage.

### **MINNESOTA**

**GENERAL PROVISIONS – Cancellation – Refunds:** A 10% penalty per month will be added to a refund that is not paid or credited to you within 45 days after you return the Agreement to us.

### MISSOURI

**GENERAL PROVISIONS – Cancellation – Cancellation By You** is amended to include: If you cancel this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract. 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 45 days of the date of cancellation. **GENERAL PROVISIONS – Insurance** is amended to include: A claim against the Provider may also include a claim for return of the unearned Provider fee.

### **NEVADA**

GENERAL PROVISIONS – Service Contract Term is amended to include: This Service Contract is not renewable. GENERAL PROVISIONS – Cancellation – Cancellation by Us: We may only cancel this Service Contract after 70 days for the following reasons: (a) If you do not pay the Service Contract Price; (b) If you are convicted of a crime that results in an increase in the risk covered under this Service Contract; (c) If there has been a material misrepresentation or fraud; or (d) 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. GENERAL PROVISIONS – Cancellation – Refunds is amended to include: If you cancel this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract.

## **NEW HAMPSHIRE**

If you have any questions regarding this Contract, you may contact the Administrator by mail or by phone. Refer to the Contract for the address and toll-free number. New Hampshire residents only; In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Commissioner at the following address or phone number: New Hampshire Insurance Department, 21 Fruit Street, Suite 14, Concord, NH 03301; +1 (603) 271-2261.

### **NEW JERSEY**

**GENERAL PROVISIONS – Cancellation – Refunds:** The following is added to this section: A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the contract to us. In the event of this occurring, we will cancel the Contract.

### **NEW MEXICO**

GENERAL PROVISIONS – Service Contract Term is amended to include: This Service Contract is not renewable. GENERAL PROVISIONS – Cancellation – Cancellation By Us is amended as follows: We may only cancel this Service Contract after 70 days for the following reasons: (a) If you do not pay the Service Contract Price; (b) If you are convicted of a crime that results in an increase in the risk covered under this Service Contract; (c) If there has been a material misrepresentation or fraud; or (d) 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. GENERAL PROVISIONS – Cancellation – Refunds is amended to include: If you cancel this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 60 days of return of this Service Contract.

### **NEW YORK**

**GENERAL PROVISIONS – Cancellation – Refunds** A 10% penalty per month will be added to a refund that is not paid by us within 30 days after your return of the Contract to us.

### NORTH CAROLINA

**GENERAL PROVISIONS – Cancellation – Refunds** If you cancel this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 60 days of return of this Service Contract. If you cancel this Contract after the first 30 days, you will receive a pro-rata refund of the Contract purchase price less the cost of repairs made and less an administrative fee of 10% of the Contract purchase price up to \$50.00.

### OHIO

This Service Contract is not insurance and is not subject to the insurance laws of the state of Ohio.

### OKLAHOMA

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. Oklahoma service warranty statutes do not apply to commercial use reference in service warranty contracts. GENERAL PROVISIONS – Cancellation By Us: If we cancel this Service Contract, we will mail you written notice at least 30 days prior to cancellation. The prorata 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 on the Information Schedule) to cancel this Service Contract and receive the refund. GENERAL PROVISIONS – Cancellation – Refunds: If you cancel this Service Contract within the first 30 days of the Service Contract Purchase Date and have not incurred a claim, you will receive 100% of the unearned pro-rata premium. If you cancel this Service Contract after 30 days or have incurred a claim within the first 30 days, you will receive a refund based on 100% of the unearned pro- rata premium less 10% of the unearned pro-rata premium or \$50, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to you.

### **SOUTH CAROLINA**

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, SC 29201-3105 (+1 (803) 737-6180). **GENERAL PROVISIONS – Cancellation – Refunds** is amended to include: If you cancel

this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract.

### **TEXAS**

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). **GENERAL PROVISIONS – Cancellation – Cancellation by Us:** If this Service Contract is canceled by us, no administrative fee will be charged. **GENERAL PROVISIONS – Cancellation – Refunds** is amended to include: If you cancel this Service Contract within 30 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 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. If your cancellation refund is not paid within 45 days after the Service Contract has been returned, you may request a refund from Plateau Casualty Insurance Company, 2701 N. Main St., Crossville, TN 38555 (+1 (888) 398-3632). The right to cancel this Service Contract is not transferable to a subsequent holder of this Service Contract.

#### ΙΙΤΔΗ

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. WHAT TO DO IN THE EVENT OF A BREAKDOWN – Emergency Repair Instructions is amended to include: Utah residents are not limited to filing claims within 30 days for reimbursement consideration. The sentence "Emergency repairs are those required because your vehicle was inoperable or unsafe to drive." is deleted in its entirety. GENERAL PROVISIONS – Cancellation – 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 30 days prior to cancellation. We may cancel this Service Contract for any reason within 60 days of the Service Contract Purchase Date. After 60 days, we may cancel this Service Contract: (a) For nonpayment of premium; (b) For material misrepresentation; (c) 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 (d) For substantial breaches in contractual duties, conditions or warranties. GENERAL PROVISIONS – Cancellation – 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 to receive the refund.

### WISCONSIN

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. EXCLUSIONS: Exclusion 4 is deleted in its entirety. WHAT TO DO IN THE EVENT OF A BREAKDOWN – Emergency Repair Instructions: The following is added: The 30-day time period for filing a claim after a breakdown is deleted and replaced with "as soon as reasonably possible." GENERAL PROVISIONS – Subrogation: In Wisconsin, in situations involving subrogation, the Purchaser must be made whole before we can retain amounts recovered. Pursuant to Wisconsin Supreme Court decision, Rimes v. State Farm Mutual Automobile Insurance Company, 106 Wis. 2d 263. GENERAL PROVISIONS – Cancellation – Refunds: If you cancel this Service Contract within 30 days and no claim has been made, the Service Contract is void and we shall refund to you or credit to your account, the full amount paid for this Service Contract. If we do not pay or credit a refund within 45 days after return of the Service Contract, we shall pay a 10% per month penalty of the outstanding amount, which we shall add to the amount of the refund. The cancellation fee is \$50.00, but not to exceed 10% of the purchase price. If your vehicle is declared a total loss, you may cancel this Service Contract and receive a pro-rata refund, less any claims paid. No cancellation fee will be charged.

## **WYOMING**

**GENERAL PROVISIONS – Cancellation – 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 to receive the refund. **GENERAL PROVISIONS – Cancellation – Refunds** is amended to include: If you cancel this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract. 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."