

TERMS AND CONDITIONS

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and the Declaration Page, constitute the entire agreement between Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, 877-217-8931, (LICENSE # 01913) and You (the purchaser) and no representation, promise or condition not contained herein shall modify these items; except as required by law. This Contract is not an insurance policy. The purchase of this service Contract is not required to obtain financing or to purchase or lease a Unit. This Contract is not valid for any Units or equipment that are NOT sold by "Dealers" (as defined).

DEFINITIONS: the following capitalized words have the stated meaning:

- **"We", "Us", "Our", "Obligor", "Provider", "Administrator":** the party or parties obligated to provide and administer service under this Service Contract as the service contract provider is Technology Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, 877-217-8931, (LICENSE # 03605) with the administrator of Polaris Sales, Inc, 2100 Hwy 55 Medina, MN 55340 1-877-472-1372.
- **"Dealer":** the authorized Polaris/Victory/Indian/Slingshot/GEM motor Unit dealership that this Contract and the covered Unit were purchased from.
- **"You", "Your":** the purchaser of this Contract and Unit that is to receive coverage under this Service Contract.
- **"Service Contract", "Contract":** this Polaris Protection Plan that has been purchased for the Unit indicated on the Declaration Page.
- **"Declaration Page":** the numbered document issued to You by the Dealer which must be attached to this Contract, and lists important information regarding You, the covered Unit, the Contract terms, conditions, and other vital information. THIS CONTRACT IS NOT VALID WITHOUT AN EXECUTED Declaration Page.
- **"Covered Part(s)":** the specific item(s) listed in the "SCHEDULE OF COVERAGES" section of this Contract, as applicable to the Plan that has been purchased and indicated on the Declaration Page.
- **"Mechanical Breakdown":** the failure of a Covered Part during normal service due to defects in material or workmanship that results in the inability to perform the function for which it was designed, solely because of its condition and not because of the action or inaction of any NON-Covered Part. THIS DOES NOT INCLUDE the gradual reduction in operating performance caused by normal wear and tear.
- **"Claim":** a demand for payment in accordance with this Contract sent by (or on behalf of) You.
- **"Deductible":** the amount You are required to pay, per Claim, for services covered under this Contract (if no Deductible amount is shown, then Your required Deductible amount is \$50.00).
- **"Commercial Use":** any motor Unit or equipment; regardless of registration type, that is used solely or partially for the generation of income or farm use. Units CONSIDERED AS "COMMERCIAL USE" ARE NOT COVERED UNLESS THE SURCHARGE IS SELECTED ON THE Declaration Page.
- **"In-Service Date":** the date in which the Unit was first put into service when it was new, or if the Unit is new but has never been put into service, the date in which the Unit was purchased. This is also known as the "manufacturer's warranty start date" for the Unit. If the In-Service Date is unavailable or is not indicated on the Declaration Page, then the In-Service Date will be July 1st of the model year of the Unit.
- **"Plan":** the coverage level and Term elected and purchased by You that is indicated on the Declaration Page.
- **"Authorized Servicer":** the repair facility that has been authorized by Us to perform repair services covered under this Contract for a Claim.
- **"Unit":** the eligible Polaris ATV, Ranger, RZR, LEV, described in this Contract. The Unit is considered to be "new" if it was fully covered under the manufacturer's new Unit warranty on the date in which this Contract was purchased. The Unit is considered to be "pre-owned" if it was NOT covered under the original manufacturer's new Unit warranty on the Contract purchase date.
- **"Limited Warranty":** coverage given free of charge to a consumer. This Contract is NOT a Limited Warranty.

CONTRACT TERM ("Term"): Coverage under this Contract will expire based on the Contract Purchase Date, as shown on the Declaration Page of this Contract. Plan coverage expiration is determined as follows:

- **For a "New" Unit:** The expiration date is determined by adding the number of years of the "Term Months" to the "Unit In-Service Date" shown on the Declaration Page. (If no In-Service Date is provided, then the In-Service Date is July 1st of the model year.)
- **For a "Pre-Owned" Unit:** The expiration date is determined by adding the number of months of the "Term Months" to the "Contract Purchase Date" shown on the Declaration Page.

WHAT IS COVERED – IN GENERAL: In accordance with the CONTRACT TERM described above, in the event of a covered Mechanical Breakdown, this Contract covers the costs for labor and materials that are required to repair or replace a Covered Part on Your Unit. Coverage described in this Contract will not replace or provide duplicative benefits during any active product manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations. Parts used to repair Your Unit may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Covered Part. THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS CONTRACT. REPAIRS MAY BE COMPLETED WITH NEW OR REBUILT GENUINE MANUFACTURER PARTS. IN SOME CASES, REMANUFACTURED OR USED PARTS MAY BE UTILIZED. Please see the "SCHEDULE OF COVERAGES" section for a detailed list of Covered Parts and to determine the coverages applicable to Your Plan. All Covered Parts must be functioning properly at the time of the sale of this Contract.

ADDITIONAL BENEFITS: In addition to that which is described in the "WHAT IS COVERED..." section above, this Contract also includes coverage for the following:

1. **Rental** – In the event of a covered Mechanical Breakdown, We will reimburse You for actual expenses incurred for substitute transportation at a maximum daily rental rate of twenty dollars (\$20) per day, not to exceed a total of six (6) days. One (1) day's rental shall be allowed for each eight (8) hours, or portion thereof, of labor hours required as listed in rates established by the manufacturer for use in Polaris-licensed repair facilities.
2. **Pickup/Towing** – In the event of a covered Mechanical Breakdown, We will reimburse You for reasonable pickup (towing) charges, not to exceed fifty dollars (\$50), which You incur to have Your Unit picked up and taken to an Authorized Servicer. (To file a Claim for this benefit, submit all towing and rental receipts to the Dealer or Authorized Servicer that is working on Your Unit. All reimbursements will be authorized with the Unit repair and issued to the Dealer or Authorized Servicer for reimbursement to You.)
3. **Commercial Use** – In an event that You selected and purchased the Commercial Use option, as displayed in the Surcharges box on the Declaration page of this Contract, We will provide coverage for those Units defined as Commercial Use Units. Units CONSIDERED AS "COMMERCIAL USE" ARE NOT COVERED UNLESS THE SURCHARGE IS SELECTED ON THE Declaration Page.
4. **Trip Interruption** – In the event of a Qualifying Incident, We will reimburse You up to a maximum of \$100.00 per day for Qualifying Expenses for up to three (3) days immediately following the incident; not to exceed a maximum of \$300.00 dollars per Qualifying Incident. For the purpose of this provision, "Qualifying Incident" means a Mechanical Breakdown that occurs more than 200 miles from Your address of record that results in the inability for the Vehicle to be operated; and "Qualifying Expenses" mean expenses incurred for meals, rental vehicle or other means of transportation, and lodging during a Qualifying Incident. Expenses/costs for ANYTHING OTHER THAN that which are specifically included in the definition of "Qualifying Expenses" are excluded. The maximum amount that could ever be paid under this benefit under this Contract is \$1,000. (To file a Claim for this benefit, submit a Claim Form to Nation Motor Club, LLC dba Nation Safe Drivers within 14 days of Your Qualifying Incident. The

Claim Form can be found on www.nsdclaims.com or You can request one by calling toll-free 1-888-684-9327 (M-F, 9:00 AM to 5:00 PM EDT). Please return the completed Claim form along with approved Polaris Warranty Claim number and Your original paid receipted expenses to: National Adjustment Bureau, LLC- 800 Yamato Rd. STE 100, Boca Raton, FL 33431 ATTENTION: "Claims".

DEDUCTIBLE: You must pay the Deductible amount shown on Your Declarations Page for covered services under this Contract. (if no Deductible amount is shown, Your Deductible is \$50.00)

HOW TO FILE A CLAIM: In order for a Claim to be covered, it must be approved by Us in accordance with the terms and conditions of this Contract. The submission of a Claim does not automatically mean that the damage to or breakdown of the Unit is covered under this Contract.

1. Take all reasonable precautions to protect the Unit from further damage in order to prevent additional cost or repairs. This Contract will not cover damage caused by failing to secure a timely repair.
2. Transport the Unit to a Dealer or an Authorized Servicer for diagnosis. We reserve the right to require an inspection of the Unit prior to any repair or service considered under this Contract being performed.
3. Tear-Down and/or Inspection of the Unit – in some cases, You may need to provide approval to the Dealer or Authorized Servicer for the inspection and/or tear-down of Your Unit in order to properly diagnose the problem and cost of repairs. In the event this is required, You are responsible for such charges IF THE PROBLEM IS DETERMINED TO BE NOT COVERED UNDER THIS CONTRACT.

In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Contract.

LIMIT OF LIABILITY: In accordance with Your Term, Our obligation to You for services in connection with all Claims pursuant to this Contract is:

- **Single Claim Limit** – Our liability with respect to any ONE (1) Claim is limited to the cost for repair or replacement of the affected Covered Part(s); which will be based on the listed labor time from a nationally recognized labor time guide, at prevailing retail labor rates, and in consideration of Your Deductible. In no event shall Our liability exceed the NADA current published value of the Unit* immediately prior to the Mechanical Breakdown. Furthermore, in no event shall Our liability exceed the cost necessary to correct the actual cause of the Mechanical Breakdown.
- **Aggregate Limit** – Our liability with respect to the TOTAL of all benefits paid or payable under the Term of this Contract shall not exceed the "Unit MSRP" shown on Your Declaration Page.

**In consideration of the NADA current published value of the Unit, any costs for repairs shall NOT be subtracted from the published value.*

IN ADDITION TO WHAT IS OUTLINED ABOVE, We SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE; FINES; OR LOST PRODUCTION, TIME, CONTRACTS OR INCOME; RESULTING FROM DELAYS IN SERVICE, THE INABILITY TO RENDER SERVICE, THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS; OR RESULTING DURING THE PERIOD IN WHICH THE COVERED PRODUCT IS AT OUR AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS/SERVICE; OR RESULTING FROM THE FAILURE OF THE COVERED Unit; OR RESULTING FROM A PRE-EXISTING CONDITION KNOWN TO You; OR RESULTING FROM ANY INHERENT PRODUCT FLAWS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TERRITORY: The benefits provided under this Contract are only available for losses and expenses incurred within the United States and Canada.

SUBROGATION: In the event that coverage is provided under this Contract, We shall be subrogated to all the rights You may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is reasonably necessary to secure such rights (without prejudice to Your own legal rights and privileges). You shall do nothing to prejudice these rights. Further, all amounts recovered by You for which You have received benefits under this Contract shall belong to, and be paid to Us, up to the amount of benefits paid under this Contract. We shall only recover the excess after You are fully compensated for Your loss.

GUARANTY: THIS IS NOT AN INSURANCE POLICY; IT IS A SERVICE CONTRACT. Our performance under this Contract is insured under a service contract reimbursement insurance policy that has been issued to Us by Wesco Insurance Company, 59 Maiden Lane, 43rd Fl., New York, NY; toll-free 1-866-505-4048 (the "Insurer"). If a Claim has not been completed within sixty (60) days of Your Claim to Us, or You have not received any unearned portion of the Contract purchase price paid by You after requesting cancellation of this Contract, You are entitled to file a Claim directly against the Insurer.

SCHEDULE OF COVERAGES

OFF-ROAD UNITS

PLAN SELECTION

POLARIS POWER PROTECTION
POLARIS TOTAL PROTECTION

COMPONENT GROUPS

1-3
4

1. **Engine Assembly** – Engine block, cases, cylinders, heads, covers and all internal engine components, seals and gaskets (when damaged by an internally lubricated part), exhaust manifold, head pipe, water pump, oil pump, throttle body adapters, turbochargers and turbo dump valve installed by manufacturer.
2. **Transmission Assembly** – Transmission case and all internal transmission components, seals and gaskets (when damaged by an internally lubricated part); and shifter assembly (clutch friction discs, steel discs, throw-out bearing, and clutch springs are excluded).
3. **Engine Management Fuel & Electrical** – Carburetor, Throttle Bodies, Injectors, Fuel Rail, Fuel Pump, Stator/Alternator/Flywheel, Voltage Regulator, Capacitor, Coils, Idle Air Control (IAC), engine ECU, Engine Wiring Harnesses, Engine management sensors that provide an input to the ECU (excluding oxygen sensors).
4. **POLARIS TOTAL PROTECTION** covers all parts of the Unit except for the following items:
 - a. Parts listed under the Exclusions from Coverage Section of this Contract; and
 - b. Parts covered under the manufacturer's warranty, special policy, or recalls.

ACCESSORIES

PLAN SELECTION

POLARIS POWER / TOTAL PROTECTION

COMPONENT GROUPS

1

1. **Motorized** – Polaris-engineered accessories are covered for a maximum of three (3) years under the Mechanical Breakdown DEFINITION. Coverage does not include PTO attachments, illumination components, audio, cosmetics, dents, scratches, rust or discoloration of any kind, Coverage subject to standard Deductible to file a Claim.

CANCELLATION:

1. You may cancel this Contract at any time, including when a loss of the Unit occurs or when You sell Unit without transfer of this Contract. To cancel, You must submit a written request to the dealer that sold You this Contract or directly to US. In the event You cancel, We shall return directly to You not less than ninety percent (90%) of unearned pro rata amount paid for this Contract, less claims paid or approved. In the event of cancellation, the Lienholder identified on the Declaration Page, if any, will be named on a cancellation refund check, as its interest may appear. All refunds will be issued by the dealer who sold You this Contract. In the event the dealer is not currently doing business, contact the Administrator.
2. We may cancel this Contract based on one or more of the following reasons: (A) non-payment of the Contract Purchase Price; (B) a material misrepresentation made by You; (C) a substantial breach of duties by You under the Contract relating to the Unit or its use. Based upon those reasons the Administrator reserves the right to deny any pending CLAIM and cancel the Contract. In the event We cancel this Contract, return of the amount paid for this Contract shall be based upon one hundred percent (100%) of the unearned pro-rata amount paid for this Contract less claims paid or approved. In the event of cancellation, the Lienholder identified on the Declaration Page, if any, will be named on the cancellation refund check, as its interest may appear.
3. If the Unit and this Contract have been financed, the Lienholder shown on the Declaration Page may cancel this Contract for non-payment or if the Unit is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Contract to the Lienholder or otherwise entitle the Lienholder to performance under this Contract.

TRANSFERABILITY: This Contract is transferable to a subsequent buyer of the Unit during the Contract Term period. Actual transfer of the Unit registration and performance of inspection must be done by a Dealer (as defined). There is a \$40 administration fee for a transfer. The transfer must be completed within thirty (30) days of ownership change. At the time of transfer of registration, You will need to provide all required maintenance receipts and/or properly completed maintenance log to the subsequent buyer.

WHAT IS NOT COVERED (EXCLUSIONS): AS RELATED AND APPLICABLE TO THE COVERED UNIT, THIS SERVICE CONTRACT DOES NOT COVER ANY MECHANICAL BREAKDOWN, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

1. The performance of normal maintenance services.
2. Repair costs or expenses reported or made after the expiration of the Term of this Contract or made without prior authorization of the Administrator; or for repairs to parts of the Unit not specifically indicated under the schedule of coverages section of this Contract.
3. Mechanical Breakdowns occurring outside of the United States of America, its territories, or Canada.
4. Repair costs or expenses if the Unit has been used for commercial purposes unless the Commercial Use surcharge has been selected and paid for; for repair costs or expenses if the Unit has been used for racing, or any form of competitive use, rental, misuse, competition, or demonstration; any damage from towing over manufacturer's listed towing capacity.
5. Repair costs or expenses if You cannot provide to the Administrator accurate records proving that You have maintained the Unit in accordance with the manufacturer's specifications and instructions.
6. Repair costs or expenses if the repair is covered by the manufacturer's warranty; recall by the manufacturer; manufacturer's special policy; any other Contract; written warranty or any valid collectible insurance policy (regardless of whether or not the guarantor is doing business as an on-going enterprise). Additional upgrades are not covered.
7. Any repair costs or expenses if the Unit has had mechanical alterations made by You not using genuine manufacturer parts or accessories installed by a Dealer or Authorized Servicer (as defined); regardless of whether or not such alterations caused a failure; Polaris track system will void coverage on steering and suspension components, CV shafts, CV boots, CV joints, and wheel bearings. Aftermarket track systems void coverage on the entire Unit.
8. Repair costs or expenses if the Unit has been abused or neglected; or any part of it has been subject to accident or for any loss or damage resulting from: road hazards, collision, falling objects, fire, theft, explosion, lightning, earthquake, windstorm water, submersion; repairs to paint or bodywork; vandalism, civil commotion, or if the Unit is a total loss, has been repossessed or is the subject of a repossession action, or from any other cause whatsoever, except as outlined in this Contract.
9. Liabilities for damage to property or for injury to or death of any person arising out of the operation, repair, maintenance or use of the Unit; regardless of whether or not such is related to any Covered Part; or for consequential losses or damage.
10. Repairs due to wear or to any part that has not suffered a Mechanical Breakdown, or if the wear on the part has not exceeded the published field tolerance allowed by the manufacturer, or the repair costs not necessary to correct a Mechanical Breakdown, or the damages or any loss resulting from faulty or negligent repair work or from the installation or defective parts; for bent or damaged components caused by impact or using the Unit beyond intended application.
11. Any of the following items: adjustments, alignments, rattles, tune up, charges for shop supplies, freight charges or hazardous waste removal and storage.
12. Water, dirt, mud, snow, ingestion (regardless of cause), freezing or ice damage, clogged filters, damage related to oil or any filters not recommended by the manufacturer, damage caused by lean mixtures, detonation, pre-ignition, carbon, coking or sludge, contamination (meaning, the unintended presence or introduction of contaminants), corrosion, rust, exhaust blueing, exhaust rust, exhaust chrome or paint, leaking fork or shock seals, loss of shock nitrogen, electrolysis, reverse polarity, loosening or stripping of external fasteners or bolts, or for Mechanical Breakdowns caused by overheating of any Covered Part or NON-covered part, failures due to not maintaining proper levels of coolants or lubricants; or damage resulting from continued operation in a failed condition; or for repair costs when the purpose is to raise compression or correct oil consumption which includes, but is not limited to: worn rings; worn, tuliped, dished, stuck, carboned or burned valves; and cracked, torn or punctured CV boots.
13. Any of the following parts: Electrical – batteries, battery cables, fuses, audio speakers, and any components used for illumination; Cosmetics & Appearance – paint, chrome, moldings, trim, glass, upholstery, windshields, and body panels; Suspension – suspension bushings; Powertrain – fluids, filters, hoses, exhaust muffler, silencer, catalytic converters, emissions components, spark plugs and wires, and oxygen sensors; Driveline – brake rotors, brake pads, tires, tubes, spokes, chains, belts, primary or secondary pulleys, manual clutch plates, discs, throw-out bearing, PVT drive clutch weights, pins, rollers, bushings, and springs.

ARBITRATION: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside. The rate charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation. As used in this Provision, "You" and "You" mean the person or persons named in this Contract, and all of his/her heirs, survivors, assigns and representatives. "We" and "US" shall mean the Obligor identified above and shall be deemed to include all of its agents. Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Contract or any prior Contract, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Contract ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request

We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by US within the state in which this Contract was purchased. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be amended or construed to permit arbitration on behalf of any individual other than You. This Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Contract. You agree that any arbitration proceeding will only consider You Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering You Claims. You and We Understand and agree that because of this Provision neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.