

TERMS AND CONDITIONS

Polaris / Victory Motorcycles / Indian Motorcycle / Slingshot / GEM

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and the Declaration Page, constitute the entire agreement between Polaris Sales, Inc. 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 Vehicle. This Contract is not valid for any vehicles or equipment that is 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 and administrator, Polaris Sales, Inc., 2100 Highway 55, Medina, MN 55340, TOLL-FREE 1-877-472-1372. (In CA: DMV Distributor License #60014. In OK & WY: Polaris Industries, Inc., 2100 Highway 55, Medina, MN 55340.)
- **"Dealer":** the authorized Polaris/Victory/Indian/Slingshot/GEM motor Vehicle dealership that this Contract and the covered Vehicle were purchased from.
- **"You", "Your":** the purchaser of this Contract and Vehicle that is to receive coverage under this Service Contract.
- **"Service Contract", "Contract":** this Polaris Protection Plan that has been purchased for the Vehicle 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 Vehicle, 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 Vehicle or equipment; regardless of registration type, that is used solely or partially for the generation of income or farm use. VEHICLES CONSIDERED AS "COMMERCIAL USE" ARE NOT COVERED UNLESS THE SURCHARGE IS SELECTED ON THE DECLARATION PAGE.
- **"In-Service Date":** the date in which the Vehicle was first put into service when it was new, or if the Vehicle is new but has never been put into service, the date in which the Vehicle was purchased. This is also known as the "manufacturer's warranty start date" for the Vehicle. 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 Vehicle.
- **"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.
- **"Vehicle":** the eligible Victory Motorcycles, Indian Motorcycle, GEM, Polaris ATV, Ranger, RZR, LEV, Slingshot or Snowmobile described in this Contract. The Vehicle is considered to be "new" if it was fully covered under the manufacturer's new vehicle warranty on the date in which this Contract was purchased. The Vehicle is considered to be "pre-owned" if it was NOT covered under the original manufacturer's new vehicle 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" Vehicle:** The expiration date is determined by adding the number of years of the "Term Months" to the "Vehicle 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" Vehicle:** 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 Vehicle. 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 Vehicle 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 Vehicle 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 Vehicle. All reimbursements will be authorized with the Vehicle 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 Vehicles defined as Commercial Use Vehicles. VEHICLES 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 Vehicle is covered under this Contract.

1. Take all reasonable precautions to protect the Vehicle 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. See your selling dealer, or Contact Us at 1-877-472-1372 for a list of approved Dealers and Authorized Servicers near You.
3. Transport the Vehicle to a Dealer or an Authorized Servicer for diagnosis. We reserve the right to require an inspection of the Vehicle prior to any repair or service considered under this Contract being performed.
4. Tear-Down and/or Inspection of the Vehicle – in some cases, You may need to provide approval to the Dealer or Authorized Servicer for the inspection and/or tear-down of Your Vehicle 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.
5. Emergency Repairs – contact Administrator following your emergency repair during normal business hours (M-F, 7:00 AM to 7:00 PM CST) – All repairs are subject to claims approval process as stated above.

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 Vehicle* 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 "Vehicle MSRP" shown on Your Declaration Page.

**In consideration of the NADA current published value of the Vehicle, 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 VEHICLE; 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. (In CA: You are entitled to contact the California Department of Insurance at 1-800-927-4357 if dissatisfied with Us.)

SCHEDULE OF COVERAGES

ON-ROAD VEHICLES

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); clutch cover; 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 Vehicle except for the following items:
 - a. Parts listed under the Exclusions from Coverage Section of this Contract; and
 - b. Parts covered under a manufacturer's warranty, special policy, or recalls.

OFF-ROAD VEHICLES

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 Vehicle 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.

SNOWMOBILE VEHICLES

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. **Chaincase** – Chaincase and all internal components, seals and gaskets (when damaged by an internally lubricated part), and belt drive sprockets.
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 Vehicle 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: You may cancel this Contract at any time by informing the Administrator of Your cancellation request. The following cancellation provisions apply to the original purchaser of this Contract only. For the purpose of this provision, "Pro-Rata" means the calculation method We will use when determining any due refund to You; which is as follows: the number of days the Contract has been in force, OR the number of miles the Vehicle has accumulated based on the "Term Months" shown on the Declaration Page and Contract Term; whichever is GREATER. All refunds will be issued by the dealer who sold You this Agreement. In the event the dealer is not currently doing business, contact the Administrator.

1. If Your cancellation request is within 60 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in MO and NV where Claims deduction is prohibited). If Your refund is not paid or credited within 60 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
2. If Your cancellation request is made after 60 days of the Contract purchase date, You will receive a Pro-Rata refund of the Contract purchase price paid by You less a cancellation fee of twenty-five dollars (\$25) or 10% of the Contract purchase price paid by You; whichever is less (except in NH where fee is prohibited), and minus any Claims paid by Us (except in MO and NV where Claims deduction is prohibited). In no event will any cancellation fee exceed twenty-five dollars (\$25).
3. We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You or fraud; or (C) substantial breach of duties under this Contract by You in relation to the covered Vehicle or its use (In CA: "(C)" is not applicable).
 - If We cancel this Contract, We will provide written notice to You at least 30 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, any due refund will be considered based upon the same criteria as outlined in items "1" and "2" above.

If the Vehicle and this Contract have been financed, the lienholder shown on the Declaration Page may cancel this Contract for non-payment or if the Vehicle 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. (In AL: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.) In the event there is an approved, but incomplete, Claim during a cancellation event, such Claim will still be honored and fulfilled in accordance with the terms and conditions of this Contract.

TRANSFERABILITY: This Contract is transferable to a subsequent buyer of the Vehicle during the Contract Term period. Actual transfer of the Vehicle registration and performance of inspection must be done by a Dealer (as defined). There is a \$40 administration fee for a transfer (In NH: no fee applies). 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. This Contract can be transferred without limit.

WHAT IS NOT COVERED (EXCLUSIONS): AS RELATED AND APPLICABLE TO THE COVERED VEHICLE, 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 Vehicle 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 Vehicle has been used for commercial purposes unless the Commercial Use surcharge has been selected and paid for; for repair costs or expenses if the Vehicle 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 Vehicle 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 Vehicle 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 Vehicle.

8. Repair costs or expenses if the Vehicle 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 Vehicle 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 Vehicle; 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 Vehicle 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 (NOT applicable in FL, LA, ME, MS, NH, UT, VT and WA): READ THE FOLLOWING ARBITRATION PROVISION ("Provision") CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION. As used in this Provision, "You" and "Your" 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 and conditions 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. (In CA: CAA (CCP § 1280 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 Your Claims, Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your 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. (In CA: this section shall inure to the benefit of and be binding on You and Us following exhaustion of Your right to file Claims with the Insurer specified in the "GUARANTY" section and/or the California Department of Insurance. However, if You choose to forego Your right to file Your Claims with the Insurer and/or DOI, You waive those rights and this Provision shall be enforced and binding. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.) (In OK: 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 district court of Oklahoma.) (In WI: If a settlement for a Claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the Claimant has exhausted all internal appeals and can be binding by consent of the Contract holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the Contract holder's county of residence or any other county in this state agreed to by both parties.) (In WY: At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.)

SPECIAL STATE DISCLOSURES: Regulation of service contracts may vary widely from state to state. Any provision within this Contract that conflicts with the laws of Your state shall automatically be considered to be modified in conformity with the applicable state laws and regulations as set forth below. Applicability is based on the state in which You purchased the Contract and supersede any other provision within this Contract document to the contrary. **THIS CONTRACT IS INVALID IN FLORIDA AND WASHINGTON, AS SEPARATE TERMS & CONDITIONS ARE REQUIRED IN THESE TWO STATES.**

Purchasers in CT, HI, MA, MN, NY and RI (only): Motor vehicle dealers in these states are required to provide a "dealer warranty", at no charge to You, that covers certain classes of used motor vehicles as prescribed by each state. By signing this contract, You acknowledge that You understand that if You are purchasing the Vehicle in one of these states and the Vehicle meets the applicable state's criteria, in addition to such no-cost "dealer warranty", You have elected to purchase this Service Contract for a separately stated charge, and understand that it may provide additional protection during such "dealer warranty" period as well as after the "dealer warranty" period has expired. You also understand that all definitions, provisions and exclusions stated on this Declarations Page and within the attached Contract terms and conditions document apply ONLY to the Service Contract, and that such are NOT the terms and conditions of the "dealer warranty". **CONSULT YOUR DEALER TO REVIEW THE FULL TERMS AND CONDITIONS OF SUCH "DEALER WARRANTY".**

- **Connecticut:** RESOLUTION OF DISPUTES: in accordance with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the covered product, the cost for repairs, and a copy of this Contract.
- **Indiana:** This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Dealer for this Contract shall be

considered proof of payment to the Insurer identified in the GUARANTY section.

- **Massachusetts:** THE SELLER OF THIS CONTRACT COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES THAT ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.
- **Nevada:** This Contract is not renewable. Item "3." in the CANCELLATION section is deleted and replaced with the following: We may cancel this Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Contract for: (A) nonpayment by You; (B) your conviction of a crime which results in an increase in the service required under this Contract; (C) fraud or material misrepresentation by You in obtaining this Contract, or in presenting a Claim for service thereunder; (D) discovery of: (i) an act or omission by You, or (ii) a violation by You of any condition of this Contract that occurred after the effective date of the Contract and which substantially and materially increases the service required under the Contract; or (E) a material change in the nature or extent of the required service or repair which occurs after the effective date of this Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was issued or sold. NOTICE: Any unauthorized or non-manufacturer recommended modifications to Your Vehicle, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if Your Vehicle is modified in a manner that is not recommended by the manufacturer of Your Vehicle, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising there from; unless such coverage is otherwise excluded by the terms and conditions of this Contract
- **New Hampshire:** In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.
- **Oklahoma:** This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. All references to "void" are deleted and replaced with "rescinded". The CANCELLATION section is deleted and replaced as follows: If this Contract is cancelled within the first sixty (60) days by the warranty holder and no Claims have been filed, We will refund the entire Contract charge paid. If this Contract is canceled by the warranty holder after the first sixty (60) days or a Claim has been filed within the first sixty (60) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium, less the actual cost of any service provided under the service Contract. In the event the Contract is cancelled by the association, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty Contract.
- **Oregon:** If You have any questions regarding this Contract, or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894 or www.oregoninsurance.com. The ARBITRATION section is deleted and replaced as follows: If a settlement for a Claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the Claimant has exhausted all internal appeals and can be binding by consent of the Contract holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Contract holder's county of residence or any other county in this state agreed to by both parties. Oregon arbitration law will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small Claims court or trial by jury. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. **You agree that, by entering into this Contract, You and We are each waiving the right to participate in a class action.**
- **South Carolina:** If You have any questions regarding this Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.
- **Texas:** If You have any questions regarding the regulation of the Provider or a complaint, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.
- **Utah:** This Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guarantee Association.
- **Wisconsin:** THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. GUARANTY: You are also entitled to make a direct Claim against the Insurer for reimbursement, payment or provision of this Contract if the Provider becomes insolvent or otherwise financially impaired.