

# Aftercare<sup>SM</sup> Mechanical Repair Agreement

AGREEMENT NUMBER CL

DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  Motorcycle  Scooter  ATV  Snowmobile  
MONTH DAY YEAR  Watercraft  Lawn & Garden  Power Equip. AGREEMENT SALES PRICE & \_\_\_\_\_  
RECREATION INTERRUPTION PRICE \$ \_\_\_\_\_  
CUSTOMER DATE OF BIRTH \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  NEW  USED  COMMERCIAL USE  
MONTH DAY YEAR

**CUSTOMER** FIRST NAME \_\_\_\_\_ MIDDLE INITIAL \_\_\_\_\_ LAST NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_ HOME ( ) \_\_\_\_\_ WORK ( ) \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**DEALER** DEALERSHIP NAME \_\_\_\_\_ AFTERCARE DEALER NUMBER \_\_\_\_\_  
DEALERSHIP ADDRESS \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

**LIENHOLDER** LIENHOLDER NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

**AGREEMENT INFORMATION** DESIRED TERM (MONTHS) \_\_\_\_\_ MONTH / DAY / YEAR VEHICLE SALE DATE (EFFECTIVE DATE) \_\_\_\_\_ MONTH / DAY / YEAR EXPIRATION DATE \_\_\_\_\_

UNLIMITED MILEAGE TERM \_\_\_\_\_ ZERO DEDUCTIBLE AMOUNT \_\_\_\_\_ \$ \_\_\_\_\_ TOTAL AGREEMENT SALE PRICE \_\_\_\_\_

**PRODUCT INFORMATION** YEAR \_\_\_\_\_ MANUFACTURER \_\_\_\_\_ MODEL/ENGINE DISPLACEMENT \_\_\_\_\_ VEHICLE IDENTIFICATION NUMBER \_\_\_\_\_  
HOUR/ODOMETER READING \_\_\_\_\_ PLAN TYPE \_\_\_\_\_ \$ \_\_\_\_\_ VEHICLE SALE PRICE \_\_\_\_\_

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DEALER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

By my signature, I agree to the provisions of this Aftercare Mechanical Repair Agreement. I acknowledge that I have read it and understand its provisions. To keep this Aftercare Mechanical Repair Agreement in force, I will maintain the product according to the Manufacturer's stated periodic maintenance requirements, or according to the maintenance, storage and usage procedures contained in the Your Responsibilities section outlined below. This Aftercare Mechanical Repair Agreement is not a warranty or insurance policy. Our entire agreement is incorporated in this Aftercare Mechanical Repair Agreement. No verbal representations have been made to me which differ from its provisions. I have reviewed the completed Declarations of the Agreement and attest that they are correct.

## AFTERCARE MECHANICAL REPAIR AGREEMENT

**PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE DEALER AND YOU. THIS AGREEMENT TAKES THE PLACE OF ANY OTHER WRITTEN OR ORAL STATEMENTS MADE TO YOU ABOUT YOUR COVERAGE UNDER THIS AGREEMENT. THIS AGREEMENT IS NOT AN INSURANCE POLICY. THE DEALER DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION THAT IS NOT CONTAINED IN THIS AGREEMENT. THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO OBTAIN FINANCING OR TO PURCHASE OR LEASE THIS VEHICLE.**

### DEFINITIONS

Key Words appear in capitalized bold type in the body of the Mechanical Repair Agreement.

**DEALER or PROVIDER:** the Dealership that sold you this Mechanical Repair Agreement.

**YOU, YOUR, YOURSELF or CUSTOMER:** the owner of the Identified Vehicle whose name and address appear in the Customer section of the Declarations.

**ADMINISTRATOR, WE, US or OUR:** in California (License Number 0740109):

MOTORCYCLE MANAGEMENT AND INSURANCE SERVICES  
126 East Dyer Road, Suite A  
Santa Ana, CA 92707

In all other states:

MOTORCYCLE MANAGEMENT CONSULTING SERVICES, INC.  
126 East Dyer Road, Suite A  
Santa Ana, CA 92707

**AUTHORIZED REPAIR FACILITY:** the Dealer. If the Dealer is unavailable, the Authorized Repair Facility can be another dealership or repair shop authorized by the Administrator.

**YOUR RESPONSIBILITIES:** the things You must do, as outlined in the owner's manual for Your Vehicle or in the YOUR RESPONSIBILITIES section of this Mechanical Repair Agreement, in order to keep Your Vehicle in proper working order which is necessary to ensure coverage under this Agreement.

**ADDITIONAL RESPONSIBILITIES FOR USED VEHICLES:** the additional things You must do in order to maintain Your Vehicle as outlined in this

**Mechanical Repair Agreement if the Identified Vehicle is a Used Vehicle as defined in this Agreement.**

**STORAGE:** the procedures in the owner's manual for Your Vehicle which must be followed if Your Vehicle is to be stored (not used) for more than one month.

**IDENTIFIED VEHICLE, VEHICLE or PRODUCT:** the motorcycle, scooter, ATV, snowmobile, watercraft, lawn and garden equipment, or power equipment unit that is shown in the Declarations and which meets certain eligibility requirements established by the Administrator.

**NEW VEHICLE(S):** a Product that is under Manufacturer's or Distributor's Warranty on the sale date of the Mechanical Repair Agreement, and is shown as a New Vehicle in the Declarations.

**USED VEHICLE(S):** a Product sold by the Dealer which DOES NOT have a Manufacturer's or Distributor's Warranty in effect on the sale date of the Mechanical Repair Agreement (but did have a Manufacturer's or Distributor's Warranty of at least six months originally, when it was sold new) and is shown as a Used Vehicle in the Declarations.

**COMMERCIAL USE VEHICLE:** a Product used by, for, or in a business such as rental, delivery, hauling for hire, farming, police or emergency services.

**MANUFACTURER'S OR DISTRIBUTOR'S WARRANTY:** the Warranty which comes, from the Manufacturer or Distributor, with the Product, at no charge to the Customer.

**MECHANICAL REPAIR AGREEMENT or AGREEMENT:** the Aftercare Mechanical Repair Agreement with the completed Declarations.

**DECLARATIONS:** that portion of the Mechanical Repair Agreement with information about the Customer, the Dealer, the Lienholder, the Agreement and the Product.

**AGREEMENT TERM:** the section of this Mechanical Repair Agreement that establishes the criteria for determining the start and end date of this Agreement.

**MAINTENANCE:** the upkeep of the Product that is needed to keep it in proper running order.

**MAINTENANCE LOG:** the form that is attached to this Mechanical Repair Agreement with spaces for information about Maintenance and repairs to the Product.

**EXCLUSIONS:** the Exclusions listed in the EXCLUSIONS section of this Mechanical Repair Agreement.

**PRE-EXISTING CONDITION(S):** defects, broken or failed parts on Used Vehicles which were present on the purchase date of the Product and the Mechanical Repair Agreement.

**NORMAL WEAR AND TEAR:** deterioration in operating performance which occurs as the Product ages or mileage/hours of usage increase(s).

**SERVICE:** repairs or other work performed on Your Vehicle during the Agreement Term.

**CLAIMS PROCEDURES:** the section of this Mechanical Repair Agreement that lists the steps you must follow if the Product has a failure.

**CLAIMS REFERENCE NUMBER:** the number that the Administrator uses to identify a claim for Your Vehicle.

**CLAIMS AUTHORIZATION CODE:** the code and approved dollar amount given to the Authorized Repair Facility designating what repairs are covered by the Mechanical Repair Agreement and for what amount the Authorized Repair Facility will be reimbursed.

**CLAIMS AUTHORIZATION NUMBER:** the Claims Reference Number combined with the Claims Authorization Code.

**MECHANICAL BREAKDOWN or BREAKDOWN:** the breakage or failure of a part (except those parts listed in the EXCLUSIONS section) caused by a defect or faulty workmanship from the manufacturer making that covered part incapable of performing the function for which it was designed.

**COVERED MECHANICAL BREAKDOWN:** a Mechanical Breakdown or portion thereof which the Administrator agrees to pay.

**TOWING SERVICE REIMBURSEMENT:** reimbursement each time Your Vehicle has to be towed because of a Covered Mechanical Breakdown (as outlined in the COVERAGES section).

**SUBSTITUTE TRANSPORTATION REIMBURSEMENT:** reimbursement for Substitute Transportation You rent when Your Vehicle has a Covered Mechanical Breakdown (as outlined in the COVERAGES section).

**LODGING REIMBURSEMENT:** (not available where prohibited by law) reimbursement for Lodging You rent when Your Vehicle has a Covered Mechanical Breakdown 100 miles or more from Your home (as outlined in the COVERAGES section).

**OPTIONAL RECREATION INTERRUPTION REIMBURSEMENT:** THERE IS AN ADDITIONAL COST FOR THIS OPTION. Reimbursement for expenses incurred by You when Your Vehicle has a Covered Mechanical Breakdown (as outlined in the COVERAGES section).

## GENERAL PROVISIONS

This **MECHANICAL REPAIR AGREEMENT** governs a specific agreement between the **DEALER** and **YOU** which is applicable exclusively to the **PRODUCT** for the **AGREEMENT TERM**. The **AFTERCARE MECHANICAL REPAIR AGREEMENT** will pay for the costs of parts and labor to repair **YOUR PRODUCT** if it has a **COVERED MECHANICAL BREAKDOWN** (as defined above) subject to its terms and conditions. It will also pay for some additional benefits, such as **TOWING SERVICE REIMBURSEMENT**, **SUBSTITUTE TRANSPORTATION REIMBURSEMENT** and **LODGING REIMBURSEMENT** even during the **MANUFACTURER'S or DISTRIBUTOR'S WARRANTY** period. **At OUR discretion, replacement parts used in covered repairs may include non-original equipment manufacturer parts, and remanufactured or used parts of like kind and quality.** The **PRODUCT** will be covered only for **MECHANICAL BREAKDOWN(S)** which occur(s) in the United States and Canada.

### YOUR RESPONSIBILITIES

**YOUR RESPONSIBILITIES** under this **MECHANICAL REPAIR AGREEMENT** are to follow the **MAINTENANCE, STORAGE, usage and CLAIMS PROCEDURES** listed below. If **YOUR** failure to follow these procedures causes a **BREAKDOWN**, **YOU** may be denied coverage. In the event of a **BREAKDOWN**, failure to provide adequate records supporting the **MAINTENANCE** and **SERVICE** described below may lead to denial of a claim. When necessary, the **AUTHORIZED REPAIR FACILITY** will request **YOUR MAINTENANCE** records.

1. Maintain the **IDENTIFIED VEHICLE** in accordance with the manufacturer's stated periodic **MAINTENANCE** requirements which can be found in the owner's manual for the **IDENTIFIED VEHICLE**. (In Minnesota, if the **IDENTIFIED VEHICLE** was not equipped with an owner's manual when **YOU** purchased the **IDENTIFIED VEHICLE**, upon **YOUR** request, and for a fee, the **ADMINISTRATOR** will provide **YOU** with an owner's manual which lists the manufacturer's **MAINTENANCE** schedule.)
2. The **COVERED VEHICLE** must be used and **STORED** only as recommended by the manufacturer in the owner's manual and **YOU** must follow all use and **STORAGE** guidelines listed therein.
3. Keep records of the **MAINTENANCE** performed. **MAINTENANCE** requirements must be performed within the manufacturer's stated periodic intervals as outlined in the owner's manual for the **IDENTIFIED VEHICLE**.
4. If the **MAINTENANCE** of **YOUR VEHICLE** is performed by the **DEALER** or an **AUTHORIZED REPAIR FACILITY**, **YOU** must use the **MAINTENANCE LOG** provided with this **MECHANICAL REPAIR AGREEMENT** and have it validated by the **DEALER** or the **AUTHORIZED REPAIR FACILITY** that performs the **MAINTENANCE** and/or **SERVICE**. The entries on the **MAINTENANCE LOG** must be supported by repair orders from the **DEALER** or **AUTHORIZED REPAIR FACILITY** that performs the **MAINTENANCE**, and include the **SERVICES** performed, the Vehicle Identification Number/Serial Number, date of service, engine hours/odometer miles at the time of **SERVICE** and description of **SERVICE(S)** performed.
5. If **YOU** perform the **MAINTENANCE** of the **PRODUCT YOURSELF**, **YOU** must keep receipts for all items purchased to perform the **MAINTENANCE** and record of all **MAINTENANCE** performed. Records must include the Vehicle Identification Number/Serial Number, date of service, engine hours/odometer miles at time of **SERVICE** and description of **SERVICE(S)** performed. All of this information must be recorded on the **MAINTENANCE LOG** provided as part of the **AGREEMENT**.
6. If **YOU** do not use **YOUR** snowmobile or watercraft for more than one month, **YOU** must **STORE** it as recommended by the manufacturer. Receipts for purchase of fuel stabilizers and cylinder conditioners must be kept with the **MAINTENANCE LOG** that indicate the date and hours or miles on **YOUR VEHICLE** when it was **STORED**. **YOUR** repair orders must include the Vehicle Identification Number/Serial Number, date of service, engine hours/odometer miles at time of **SERVICE** and description of **SERVICE(S)** performed.
7. If **YOUR PRODUCT** does not have an odometer or an hour meter, **YOU** must have it serviced semiannually at an **AUTHORIZED REPAIR FACILITY**. **YOU** must keep copies of the repair orders generated by these **SERVICE(S)** in order to demonstrate proper **SERVICE**. **YOUR** repair orders must include the Vehicle Identification Number/Serial Number, date of service, and description of **SERVICE(S)** performed.
8. In the event of a **MECHANICAL BREAKDOWN**, follow the **CLAIMS PROCEDURES**, listed in the **CLAIMS PROCEDURES** section of this **AGREEMENT**.

### ADDITIONAL RESPONSIBILITIES FOR USED VEHICLES:

- a) If the **PRODUCT** is a **USED** motorcycle or scooter, **YOU** must follow these additional **MAINTENANCE** guidelines:
  - Change the engine oil, oil filter and air filter every 3,000 miles and every 12 months.
  - Lubricate the swing arm and check cam chain tensioner(s) every 3,000 miles.
  - Check and adjust valve tappets and carburetor every six months or 6,000 miles, whichever comes first.
- b) If the **PRODUCT** is a **USED** ATV, **YOU** must follow these additional **MAINTENANCE** guidelines:
  - Change engine oil, oil filter and air filter every 6 months.
  - Present the **USED** ATV to an **AUTHORIZED REPAIR FACILITY** annually to have swing arm, axle boots, wheels, wheel hubs and axles inspected for proper function.
- c) If the **PRODUCT** is a **USED** watercraft, **YOU** must follow these additional **MAINTENANCE** guidelines:
  - Have **YOUR VEHICLE** serviced by an **AUTHORIZED REPAIR FACILITY** every 25 hours of operation and/or every 3 months. The service performed must include: service of the jet pump and housing, service of the carburetors, service of the VTS motor and housing, inspection of the oil pump and fuel pump.

d) If the **PRODUCT** is a **USED snowmobile**, **YOU** must follow these additional **MAINTENANCE** guidelines:

• Have **YOUR snowmobile serviced before and after every snow season by an AUTHORIZED REPAIR FACILITY**. Service must include: cleaning of the carburetors and fuel delivery system, inspection and adjustments, if necessary, of the suspension system and the power valve cables.

#### **LIMIT OF LIABILITY**

The total liability under this **MECHANICAL REPAIR AGREEMENT** shall not exceed the actual cash value of the **IDENTIFIED VEHICLE** at the time of **MECHANICAL BREAKDOWN** as determined by standard manuals for establishing vehicle value. The total of all claims paid during the term of the **MECHANICAL REPAIR AGREEMENT** shall not exceed the price **YOU** paid for the **IDENTIFIED VEHICLE** as stated in the **DECLARATIONS** section of this **AGREEMENT** under Vehicle Sale Price.

**OUR** obligations to **YOU** are guaranteed under the Contractual Liability Insurance Policy (Reimbursement Insurance Policy 2614) issued by Virginia Surety Company, Inc., 175 West Jackson Blvd. Chicago, IL 60604. **YOU** may file a claim with Motorcycle Management Consulting Services, Inc. by calling (800) 832-3237 or with Virginia Surety Company by calling (800) 209-6206.

**California:** Performance to **YOU** under this **MECHANICAL REPAIR AGREEMENT** is guaranteed by a California approved insurance company. **YOU** may file a claim with the insurance company, Virginia Surety Company, Inc. at 175 West Jackson Blvd. 12<sup>th</sup> floor, Chicago, IL 60604, if any promise made in the **MECHANICAL REPAIR AGREEMENT** has been denied or has not been honored within sixty (60) days after the date proof of loss was filed. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at (800) 927-4357.

**Connecticut:** The coverage afforded by this **MECHANICAL REPAIR AGREEMENT** is still available should the **AGREEMENT TERM** lapse while **YOUR IDENTIFIED VEHICLE** is in the custody of an **AUTHORIZED REPAIR FACILITY** for a **COVERED MECHANICAL BREAKDOWN**. Resolution of Disputes: If **YOU** have a complaint about this **MECHANICAL REPAIR AGREEMENT**, mail it to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. Please include in **YOUR** correspondence a description of the dispute, the purchase price of the **AGREEMENT**, the cost of the claim that was filed on **YOUR VEHICLE** and a copy of this **AGREEMENT**.

**Idaho:** Coverage afforded under this **MECHANICAL REPAIR AGREEMENT** is not guaranteed by the Idaho Insurance Guarantee Association.

**Indiana:** **YOUR** proof of payment to the issuing **DEALER** for this **MECHANICAL REPAIR AGREEMENT** shall be considered proof of payment to the insurance company, which guarantees the **DEALER'S** obligation to **YOU**, providing such insurance was in effect at the time **YOU** purchased the **MECHANICAL REPAIR AGREEMENT**.

**Iowa:** In the event **YOU** have any questions regarding **YOUR MECHANICAL REPAIR AGREEMENT**, **YOU** may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th floor, Lucas State Office Building, Des Moines, Iowa 50319. If **WE** determine that used parts are to be utilized for a **COVERED MECHANICAL BREAKDOWN**, **WE** will obtain **YOUR** consent in writing before issuing a **CLAIMS AUTHORIZATION NUMBER** for said **COVERED MECHANICAL BREAKDOWN**.

**Massachusetts:** **NOTICE TO CUSTOMER. THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

**Minnesota:** Express Warranty

Minnesota statute 325F.662 requires that every used motor vehicle sold by a dealer is covered by an express warranty which the dealer shall provide to the customer. At a minimum, the express warranty applies to the following terms: (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Some coverage afforded under the section titled: **COVERAGES**, may be covered by the express warranty and is covered by this **MECHANICAL REPAIR AGREEMENT** only after expiration of the express warranty.

**New Hampshire:** If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the New Hampshire Department of insurance, 21 Fruit Street, Concord, NH 03301, (603) 271-2261.

**Oklahoma:** This **MECHANICAL REPAIR AGREEMENT** is not issued by the Manufacturer or a wholesale company marketing the **PRODUCT**. This **MECHANICAL REPAIR AGREEMENT** will not be honored by such Manufacturer or wholesale company.

**Oregon:** If **YOU** are not satisfied with the services provided and/or **YOUR** claim is not paid within sixty (60) days after proof of loss was filed, **YOU** may file a claim directly with the insurance company, Virginia Surety Company, Inc. 175 West Jackson Blvd., Chicago, IL 60604. (800) 209-6206.

**South Carolina:** If **YOU** have questions, concerns or complaints regarding **YOUR AGREEMENT**, **YOU** may address them to: South Carolina Department of Insurance P.O. Box 100105, Columbia, South Carolina 29201-3105. (803) 737-6180.

**Texas:** Unresolved complaints or questions concerning the regulation of **MECHANICAL REPAIR AGREEMENT(S)** may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, (800) 803-9202. Lic. #508. TDLR#: 70052064.

**Utah:** Coverage afforded under this **MECHANICAL REPAIR AGREEMENT** is not guaranteed by the Property and Casualty Guaranty Association. This **MECHANICAL REPAIR AGREEMENT** is subject to limited regulation by the Utah Insurance Department. To file a complaint contact the Utah Insurance Department.

**Wisconsin:** The **ADMINISTRATOR** acts solely as **ADMINISTRATOR** of the **MECHANICAL REPAIR AGREEMENT**. THIS **MECHANICAL REPAIR AGREEMENT** IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

**Wyoming:** All reference to Motorcycle Management Consulting Services, Inc. are deleted and replaced by the following: Virginia Surety Company, Inc. 175 West Jackson Boulevard, Chicago, IL 60604. If you have a **MECHANICAL BREAKDOWN**, call your **DEALER** or Virginia Surety Company, Inc. toll free (800) 832-3237.

#### **AGREEMENT TERM**

The **AGREEMENT TERM** is a finite number of months as shown in the **DECLARATIONS**, in the Agreement Information section, as follows:

For **NEW VEHICLES** the **AGREEMENT TERM** begins on the **MANUFACTURER'S WARRANTY** start date and continues for the number of months indicated in the space titled "Desired Term" provided that **YOU** have paid the appropriate charge for that term and the **PRODUCT** is eligible for said term. Otherwise, **AGREEMENT TERM** will be calculated by the **ADMINISTRATOR** based on the **MANUFACTURER'S WARRANTY** start date and the amount remitted for the **AGREEMENT**.

For **USED VEHICLES** the **AGREEMENT TERM** begins the day **YOU** purchase **YOUR PRODUCT** and this **AGREEMENT** and continues for the number of months indicated in the space titled "Desired Term" under Agreement Information provided that **YOU** have paid the appropriate charge for the term and the **PRODUCT** is eligible for said term. Otherwise, **AGREEMENT TERM** will be calculated by the **ADMINISTRATOR** based on the **PRODUCT** and **AGREEMENT** sale date and the amount remitted for the **AGREEMENT**. The **DEALER** must sell **YOU** both the **USED PRODUCT** and the **AGREEMENT** on the same day. This sale date becomes the "Effective Date" of the **AGREEMENT**.

If an error was made in the Agreement Information section of the **DECLARATIONS**, the **ADMINISTRATOR** will notify **YOU** in writing upon discovery of said error. If the **PRODUCT** is not eligible for coverage, **YOUR** payment will be returned to **YOU**.

The coverage afforded by this **AGREEMENT** is still available should the **AGREEMENT TERM** lapse while **YOUR VEHICLE** is in the custody of the **AUTHORIZED REPAIR FACILITY** undergoing a **COVERED MECHANICAL BREAKDOWN**.

#### **TRANSFER RIGHTS**

This **MECHANICAL REPAIR AGREEMENT** is transferable. To transfer this **MECHANICAL REPAIR AGREEMENT**, **YOU** must fill out a Transfer Request, available from the **DEALER**, and send the completed Transfer Request, along with copies of all required **MAINTENANCE** receipts, the **MAINTENANCE LOG**, and a twenty-five dollar

(\$25.00) transfer fee to the **ADMINISTRATOR** at the address shown. Transfer Requests submitted without adequate **MAINTENANCE** records will be returned unprocessed. To be effective, the Transfer Request must be mailed to the **ADMINISTRATOR** within fifteen (15) days of **PRODUCT** ownership change. **YOUR** rights and duties under this **AGREEMENT** may only be transferred to a subsequent private purchaser directly by **YOU**. If the **AGREEMENT** is not transferred in a timely manner, no coverage will extend to any subsequent owner(s) of the **PRODUCT** during the term of this **AGREEMENT**. A Transfer is not considered valid unless the **ADMINISTRATOR** provides written confirmation of approval.

#### **COVERAGES**

If, during the **AGREEMENT TERM** of this **MECHANICAL REPAIR AGREEMENT**, **YOUR PRODUCT** has a **COVERED MECHANICAL BREAKDOWN**, then **YOU** will be provided with:

1. Repair or replacement (including the cost of both parts and labor) of ANY PART determined to have a **COVERED MECHANICAL BREAKDOWN** except those parts or conditions shown in the **EXCLUSIONS** section of this **MECHANICAL REPAIR AGREEMENT**.
2. **TOWING SERVICE REIMBURSEMENT**: reimbursement up to seventy-five (\$75.00). **YOU** must submit valid receipts, from a licensed towing company, dated on the day **YOUR VEHICLE** was delivered to an **AUTHORIZED REPAIR FACILITY**.
3. **SUBSTITUTE TRANSPORTATION REIMBURSEMENT**: reimbursement, of up to forty dollars (\$40.00) per day, for up to nine (9) days (maximum reimbursement of \$360.00). Reimbursement is based on the number of calendar days **YOUR PRODUCT** is in the **AUTHORIZED REPAIR FACILITY** undergoing repairs of a **COVERED MECHANICAL BREAKDOWN(S)**. To receive this **SUBSTITUTE TRANSPORTATION REIMBURSEMENT**, **YOU** must have valid receipts, from a rental company, showing what was rented and when it was rented.
4. **LODGING REIMBURSEMENT**: (unless prohibited by law) reimbursement of up to forty dollars (\$40.00) per day for up to three (3) days (maximum reimbursement \$120.00) for lodging required when a **COVERED MECHANICAL BREAKDOWN** occurs 100 miles or more from **YOUR** home. To receive **LODGING REIMBURSEMENT**, **YOUR VEHICLE** must be inoperable, and **YOUR** lodging expenses must be incurred as a result of the **COVERED MECHANICAL BREAKDOWN** beginning on the day of the **COVERED MECHANICAL BREAKDOWN**. **YOU** must provide the **ADMINISTRATOR** with valid receipts within thirty (30) days of the **COVERED MECHANICAL BREAKDOWN** showing how much **YOU** paid for the lodging and when the lodging was rented.
5. **OPTIONAL RECREATION INTERRUPTION REIMBURSEMENT**: (NOT AVAILABLE WHERE PROHIBITED BY LAW) THERE IS AN ADDITIONAL INITIAL COST FOR THIS BENEFIT: reimbursement of up to one hundred fifty dollars (\$150.00) if **YOU** incur expenses due to a **COVERED MECHANICAL BREAKDOWN**, **YOU** paid for the Optional Coverage at the time of **AGREEMENT** purchase, and it is shown in the **DECLARATIONS**. **YOU** must provide receipts from legitimate businesses for any reimbursements **YOU** wish to claim under this section of the **AGREEMENT** within thirty (30) days of the **COVERED MECHANICAL BREAKDOWN**.

#### **EXCLUSIONS**

This Aftercare **MECHANICAL REPAIR AGREEMENT** does not cover:

1. **NORMAL WEAR AND TEAR**.
2. Deterioration in performance, or failure of parts due to the age, mileage and condition of the **VEHICLE**. Some examples are: starter clutch/bendix gears; cam chain, cam chain tensioners; drive sprockets; exhaust/intake manifolds; exhaust system parts; side stand cut-out switch; horns; broken, pinched or shorted wires; loose hoses and fittings; fuel injector nozzles; carburetor parts; rubber parts; springs; plastic parts; hulls; brake rotors; shear pins; front fork seals on **VEHICLES** with more than 20,000 miles; seals and gaskets on **PRODUCTS** that are more than five years old; electrical components on **PRODUCTS** that are more than seven years old; armature brushes. If **YOUR PRODUCT** has a problem with one of the above listed parts, please make sure that the **AUTHORIZED REPAIR FACILITY** calls the **ADMINISTRATOR** to find out if the problem is covered by this **MECHANICAL REPAIR AGREEMENT**.
3. Seals, o-rings and gaskets on **USED VEHICLES** unless required to repair a **MECHANICAL BREAKDOWN** of another covered part.
4. Parts that have not had a **MECHANICAL BREAKDOWN**.
5. Batteries, bulbs, tires, spark plugs, anodes, brake pads or shoes, brake drums, cables, hoses, fuses, final drive chains or belts, final drive sprockets, air filters, oil filters, fluids (unless required to repair a **MECHANICAL BREAKDOWN** of another covered part), clutch plates, clutch belts, worn clutch faces, clutch weights, clutch rollers, clutch pins, clutch shims, clutch sheaves and bushings, audio components, GPS systems and displays, shock absorbers, external loose securing hardware, and failures due to external loose securing hardware, bent shift forks (unless caused by **MECHANICAL BREAKDOWN** of a covered part), bent valves (unless caused by **MECHANICAL BREAKDOWN** of a covered part), stuck valves due to carbon build-up, parts damaged due to dirty air filters or contaminated fuel, impeller, impeller liner and intake grills, mats, bumpers, body seals or gaskets, snowmobile skis, snowmobile tracks, wheels under snowmobile track, hyfax/slide rail, snowmobile clutch belts, parts damaged due to over revving (running above red-line), mirrors, non-mechanical parts, mower blades, mower blade clutch assemblies.
6. A **MECHANICAL BREAKDOWN** caused by operation or **MAINTENANCE** other than as recommended by the manufacturer, or this **MECHANICAL REPAIR AGREEMENT**. Examples of operation other than as recommended by the manufacturer include, but are not limited to: abnormal strain (including operation in swampy, boggy, or flooded conditions), neglect, abuse, damage due to improper transportation, racing or competitive use, operating on-highway vehicles off road, operating snowmobiles when there is not adequate snow, operating snowmobiles at an altitude for which they have not been properly adjusted.
7. **MECHANICAL BREAKDOWN(S)** which occur(s) when the **IDENTIFIED VEHICLE** is covered by a **MANUFACTURER'S OR DISTRIBUTOR'S WARRANTY** or by a manufacturer's recall, service bulletin, update or modification program, except for **TOWING REIMBURSEMENT**, **SUBSTITUTE TRANSPORTATION REIMBURSEMENT**, **LODGING REIMBURSEMENT** and **OPTIONAL RECREATION INTERRUPTION REIMBURSEMENT**.
8. **MECHANICAL BREAKDOWN(S)** caused by continued operation of the **IDENTIFIED VEHICLE** when a problem exists. Examples include but are not limited to: continuing to operate a **VEHICLE** which is overheating, continuing to operate a **VEHICLE** with a leak.
9. Damage from theft, fire, freezing, vandalism, riot, terrorism, explosion, flood, hail, lightning, earthquake, windstorm, water, collision, accident or Acts of God.
10. **MECHANICAL BREAKDOWN(S)** or damage which occur(s) due to failure to maintain proper fluid and/or lubricant levels as specified by the manufacturer.
11. **MECHANICAL BREAKDOWN(S)** of two stroke engines caused by failure to maintain proper oil/gas mixture ratios as recommended by the manufacturer.
12. Failure of drive chains or belts, or damage due to drive chain or belt failure.
13. **MECHANICAL BREAKDOWN** caused by alteration, modification or use of the **IDENTIFIED VEHICLE** not recommended by the manufacturer.
14. Damage due to failure of "non-stock" or modified parts or damage due to use of "non-stock" or modified parts. (In Georgia, this **EXCLUSION** does not apply if the modifications that were made to **YOUR VEHICLE** that caused the **MECHANICAL BREAKDOWN** were done prior to **YOUR** purchase of the **VEHICLE**.)
15. **VEHICLES** used for commercial purposes (rental, delivery, hauling for hire) police or emergency services. (This **EXCLUSION** does not pertain to vehicles that were registered as **COMMERCIAL USE VEHICLES** when the **AGREEMENT** was originally reported to the **ADMINISTRATOR** with payment of the corresponding rate.)
16. **MECHANICAL BREAKDOWN(S)** caused by water, sand and/or corrosion, salt water corrosion or electrolysis or impact with an object.
17. **MECHANICAL BREAKDOWN(S)** caused by improper **STORAGE**.
18. Adjustments, tune-ups, **MAINTENANCE**, parts or labor not required to repair a **MECHANICAL BREAKDOWN**.
19. Incidental, consequential or punitive damages of any kind.
20. **MECHANICAL BREAKDOWN(S)** caused by not following the procedures outlined in the **YOUR RESPONSIBILITIES** section of this **MECHANICAL REPAIR AGREEMENT** including, if applicable **ADDITIONAL RESPONSIBILITIES FOR USED VEHICLES**.
21. Repair or replacement of valves, pistons and/or rings or cylinders solely to improve engine compression when a **MECHANICAL BREAKDOWN** has not occurred. Loss of engine compression is **NORMAL WEAR AND TEAR**.
22. Betterment of **PRODUCT** due to loss of performance when no **MECHANICAL BREAKDOWN** has occurred. Loss of performance is **NORMAL WEAR AND TEAR**.
23. Appearance related items including but not limited to: parts that have failed or faded due to sun exposure, scratches, nicks, dents, fading or peeling

- paint, and trim items, lenses, windshields, seat covers, stitching, and other cosmetic parts.
24. Damage or discoloration caused by leaking fluids or chemicals.
  25. Any failure not reported within 15 days of PRODUCT failure.
  26. MAINTENANCE related MECHANICAL BREAKDOWN(S) on YOUR VEHICLE if the odometer/hour meter on YOUR VEHICLE has been disconnected or replaced and YOU fail to provide service records which demonstrate MAINTENANCE of YOUR VEHICLE in accordance with the time intervals outlined in the YOUR RESPONSIBILITIES section of this AGREEMENT.
  27. PRE-EXISTING CONDITIONS. (Except in Minnesota.) (In Georgia, only PRE-EXISTING CONDITIONS about which YOU were aware at the time of VEHICLE purchase are excluded.)

#### **CANCELLATION**

##### **CANCELLATION BY YOU**

YOU, or a person authorized by YOU, may cancel this MECHANICAL REPAIR AGREEMENT by giving advanced written notice to the DEALER stating when, thereafter, the cancellation is to be effective.

In the event this MECHANICAL REPAIR AGREEMENT is cancelled a refund will be paid to YOU or to a person YOU authorize. If this MECHANICAL REPAIR AGREEMENT is financed, YOU authorize YOUR lienholder to cancel this MECHANICAL REPAIR AGREEMENT and receive the refund in the event YOUR VEHICLE is a total loss or is repossessed.

##### **FREE LOOK**

YOU are entitled to a FREE LOOK period for this AGREEMENT. If YOU choose to cancel this AGREEMENT within thirty (30) days of receiving it, in person or by mail, YOU may do so and receive a full (100%) refund provided that YOU have not incurred any claim. If YOU have incurred a claim, YOUR refund for this FREE LOOK period will be calculated based on the days in force compared to the total MECHANICAL REPAIR AGREEMENT TERM (a pro rata refund), using the AGREEMENT Sale Price less the AUTHORIZED CLAIM AMOUNT.

If this MECHANICAL REPAIR AGREEMENT is cancelled after the FREE LOOK period, and YOU have not incurred a claim, the DEALER will keep an amount based on the days in force compared to the total MECHANICAL REPAIR AGREEMENT TERM (a pro rata refund), plus a service charge of twenty-five dollars (\$25.00). If YOU have incurred a claim, the DEALER will keep an amount based on the days in force compared to the total MECHANICAL REPAIR AGREEMENT TERM (a pro rata refund) plus the AUTHORIZED CLAIM AMOUNT plus a service charge of twenty-five dollars (\$25.00).

##### **CANCELLATION BY US**

The DEALER or ADMINISTRATOR may cancel this AGREEMENT for any reason within the first sixty (60) days of the AGREEMENT sale date. After sixty (60) days the DEALER or ADMINISTRATOR may cancel this AGREEMENT:

1. If there has been a material misrepresentation or fraud at the time of sale of this AGREEMENT;
2. If YOU do not pay the MECHANICAL REPAIR AGREEMENT Sale Price;
3. If YOU have failed to maintain YOUR VEHICLE as prescribed by the manufacturer and this AGREEMENT;
4. If YOUR VEHICLE is a total loss or is repossessed;
5. If the odometer of YOUR VEHICLE is disconnected or altered;
6. If YOU use YOUR VEHICLE in any manner not covered by this MECHANICAL REPAIR AGREEMENT;
7. If the manufacturer of YOUR VEHICLE is no longer able to support it;
8. If parts are no longer available from the original equipment manufacturer.

If the DEALER or ADMINISTRATOR cancels this AGREEMENT within the first sixty (60) days, and YOU have not incurred a claim, YOU will receive a full refund of the AGREEMENT Sale Price. If the DEALER or ADMINISTRATOR cancels this AGREEMENT after the first sixty (60) days, and YOU have not incurred a claim, YOU will receive a pro-rata refund less a twenty-five dollar (\$25.00) administrative fee.

The DEALER or ADMINISTRATOR will notify YOU in writing, at YOUR last known address, at least fifteen (15) days prior to canceling this AGREEMENT for any reason other than misrepresentation, fraud or failure to pay the AGREEMENT Sale Price.

This CANCELLATION section of the AGREEMENT is amended to comply with the following state requirements:

**Alabama, Hawaii, Iowa, Maryland, Missouri, Nevada, New Mexico, New York, South Carolina, Texas, and Wyoming:** A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this AGREEMENT to US.

**California:** The FREE LOOK term is changed from thirty (30) days to sixty (60) days. The cancellation fee for a cancellation is twenty-five dollars (\$25.00) or 10% of the refund amount, whichever is less.

**Georgia:** If YOU cancel this MECHANICAL REPAIR AGREEMENT, YOU will receive ninety percent (90%) of the unearned pro-rata AGREEMENT Sale Price. Should the ADMINISTRATOR fail to refund the unearned consideration, YOU have the right to receive the refund directly from Virginia Surety Company, Inc. Under CANCELLATION BY US, #3 through #8 are omitted.

**Illinois:** The cancellation fee for a cancellation is twenty-five dollars (\$25.00) or 10% of the refund amount, whichever is less.

**Missouri:** If YOU request a cancellation of this MECHANICAL REPAIR AGREEMENT from Virginia Surety Company, Inc. YOU may also request a refund of the unearned PROVIDER fee.

**New Hampshire:** CANCELLATION section is amended to delete the twenty-five dollar (\$25.00) administrative fee.

**North Carolina:** The cancellation fee for a cancellation is twenty-five dollars (\$25.00) or 10% of the refund amount, whichever is less. Under CANCELLATION BY US, #3 through #8 are omitted.

**Oklahoma:** If YOU cancel this AGREEMENT, YOU will receive 90% of the unearned pro-rata purchase price.

**Texas:** If YOUR CANCELLATION refund is not paid within forty-five (45) days after the AGREEMENT has been returned to US, YOU may request a refund from Virginia Surety Company, Inc. 175 West Jackson Blvd. Chicago, IL 60604.

#### **CLAIMS PROCEDURES**

In the event of a breakdown, follow these steps:

1. Protect YOUR VEHICLE from further damage. Continued operation of YOUR VEHICLE may result in additional damage that may not be covered by this MECHANICAL REPAIR AGREEMENT.
2. Bring YOUR VEHICLE to the AUTHORIZED REPAIR FACILITY. If this is not possible, call the ADMINISTRATOR at (800) 832-3237.
3. Provide the AUTHORIZED REPAIR FACILITY with receipts for required MAINTENANCE and the validated MAINTENANCE LOG if necessary to authorize the repair of the MECHANICAL BREAKDOWN.
4. When necessary, YOU will have to authorize the AUTHORIZED REPAIR FACILITY to tear down the IDENTIFIED VEHICLE for diagnostic evaluation. If there is not a COVERED MECHANICAL BREAKDOWN, the CUSTOMER is responsible for diagnosis and tear down costs.
5. After diagnosis, ask the AUTHORIZED REPAIR FACILITY to call the ADMINISTRATOR'S claims department (800) 832-3237 for a CLAIMS AUTHORIZATION NUMBER. Do not allow the AUTHORIZED REPAIR FACILITY to begin work on YOUR VEHICLE until the CLAIMS AUTHORIZATION NUMBER has been obtained from the ADMINISTRATOR. The claims department may not authorize payment for MECHANICAL BREAKDOWN expenses unless a CLAIMS AUTHORIZATION NUMBER has been issued to the AUTHORIZED REPAIR FACILITY before repairs are started. (Aftercare is open 9am to 5pm Monday through Friday Pacific time. If the office is closed when the repair facility calls, the ADMINISTRATOR will accept a detailed message left on the answering machine as notice to US of YOUR VEHICLE'S failure. The AUTHORIZED REPAIR FACILITY must call US the next business day during OUR normal operating hours to file a claim with US and receive a CLAIM REFERENCE NUMBER from US.)
6. When the repair is completed, give the AUTHORIZED REPAIR FACILITY receipts for TOWING SERVICE REIMBURSEMENT, SUBSTITUTE TRANSPORTATION REIMBURSEMENT, LODGING REIMBURSEMENT, and RECREATION INTERRUPTION OPTIONAL COVERAGE (if applicable) or send these receipts to the ADMINISTRATOR within thirty (30) days. Please be sure to have YOUR MECHANICAL REPAIR AGREEMENT and MAINTENANCE records returned to YOU.