

MOTORCYCLE TIRE AND WHEEL PROTECTION WITH ROADSIDE ASSISTANCE

Customer Name:		Effective Date:	
Address:		Phone:	
City:	State:	ZIP:	
Dealer Name:	Street Address:	Dealer #:	
City:	State:	ZIP:	Dealer Phone:
Tire Description, Size & Make:			
Vehicle:	Year:	Make:	Model:
Vehicle Identification Number:		Vehicle Purchase Price:	
Type of Motorcycle (sport bike, touring bike, etc):			<input type="checkbox"/> New <input type="checkbox"/> Used
Odometer Reading:	Agreement Purchase Price: \$		
Lienholder Information:			

DEFINITIONS

Key Words appear in bold type in the body of the Agreement.
 "Provider", "We", "Us" and "Our" means Consumer Program Administrators, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.
 "Administrator" means Motorcycle Management Consulting Services, Inc. dba Aftercare 126 E. Over Rd., Suite 1 Santa Ana, CA 92707 1-800-832-3237.
 "Agreement Purchase Price" means the amount You paid for this Agreement.
 "Dealer" means the Dealer from whom You purchased this Agreement as listed in the declaration section above.
 "You" and "Your" mean the customer listed in the declaration section above.
 "Vehicle" means the product listed under Vehicle in the declaration section above. Eligible Vehicles include current model year, plus ten (10) years prior street legal Motorcycles (no ATVs, off-road or utility Vehicles).
 "Unserviceable" means that the tire has been punctured or otherwise damaged to the extent that it is unsafe, or that a wheel will no longer hold a seal with its tire. Tire and/or wheel damage that is cosmetic in nature and that does not render the tire and/or wheel Unserviceable is specifically excluded from coverage under the Agreement.
 "Road Hazard" means a condition on a public roadway which should not exist there, such as potholes, nails, glass or other road debris.

TERM

The term of this Agreement is continuous from the date of Vehicle sale for a period of 3 yrs 5 yrs or until only 3/32" tire depth remains on an individual tire, whichever comes first. This Agreement may only be purchased at the time of Vehicle purchase.

ROAD HAZARD COVERAGE AND LIMIT OF LIABILITY

ROADSIDE ASSISTANCE: 24-hour emergency road service is provided when Your Vehicle is disabled due to a Road Hazard as long as Your Agreement is in effect, and is available only by calling AutoKnight at (800) 451-0459 (limit one tow per disablement).

TOWING: You will be reimbursed up to \$50.00 per occurrence, should Your Vehicle require towing due to a Road Hazard. Receipt from a licensed Towing Company is required.

FLAT TIRES: You will be reimbursed for the reasonable cost incurred to repair a flat tire caused by a Road Hazard while operating the Vehicle on public streets and in a legal manner.

TIRE REPLACEMENT: You will be reimbursed for the costs incurred to replace a tire, only if a tire covered by this Agreement becomes un-repairable due to a Road Hazard. This coverage is valid through the tread life of a tire (down to 3/32"). If a like tire is not immediately available, the Administrator reserves the right to ship a similar tire of equal or greater value to the original tire. Notwithstanding the immediate availability of a like replacement tire, the Administrator reserves the right to ship a similar replacement tire of equal or greater value than the damaged tire, from the Administrator's own stock. Tire inspection is required to obtain claim approval.

WHEELS/RIMS: You will be reimbursed for the repair or replacement of stock wheels/rims rendered Unserviceable due to a Road Hazard under this Agreement. Inspection is required to obtain claim approval. The Administrator reserves the right to have wheels/rims repaired at the Administrator's cost by a repair facility of the Administrator's choice. If the Administrator determines a replacement wheel/rim is necessary, the Administrator reserves the right to use a remanufactured wheel/rim of like kind and quality to the wheel/rim that was rendered Unserviceable due to a Road Hazard. Wheel/rim replacement will only be provided in cases where the damaged wheel/rim cannot be repaired. The Agreement does not cover the replacement of custom rims including but not limited to gold plated rims. Unserviceable custom rims will be replaced with stock rims in the event of a Road Hazard.

MOUNTING AND BALANCING: You will be reimbursed for the cost of mounting, balancing, and valve stems for any tire replaced under this Agreement. However, charges for pressure sensing devices and unspecified charges for shop supplies are not covered.

TAXES: You will be reimbursed for the cost of local and state taxes, as directed by state agencies for any tire replaced under this Agreement.

EMERGENCY TRAVEL EXPENSE: You will be reimbursed for the cost of local lodging and meals for up to three (3) days at a maximum rate of \$50.00 per day while Your Vehicle is being repaired, provided the disablement results from a Tire & Wheel Road Hazard at least 250 miles from Your primary residence.

Any emergency road service feature is limited to 5 maximum uses per Agreement term. The Maximum Aggregate coverage for this Agreement is \$2500.00. In the event no term is chosen (no box is checked), a three (3) year term will apply. Fraudulent Claims will be prosecuted to the fullest extent of the law.

It is understood by the undersigned that coverage afforded under this Agreement applies only to any tire or wheel that is on the above described Vehicle, and that the terms, conditions, procedures and limitations have been explained to me and are fully understood.

NOTE: You must obtain authorization prior to repair or replacement. In the event the tire and/or wheel damage occurs after our regular business hours, or on a weekend when no authorized dealer is available, You must obtain instructions and a Claim Form from our website at www.aftercareservicecontracts.com and follow the CLAIM PROCEDURE outlined in this Agreement. You must contact our office to report the incident on the next business day.

The purchase of this Agreement is not required to obtain financing or to purchase or lease this Vehicle.

Signature

Date

White-Company

Yellow-Dealer

Pink-Customer

TERMS AND CONDITIONS

This Agreement is between You and the Provider. It provides for the repair or replacement of the listed Vehicle's tires and/or wheels/rims which, during the term of this Agreement, become Unserviceable due to a Road Hazard covered under this Agreement. The term of the Agreement begins on the Effective Date listed in the Declarations and continues for the number of years specified in the TERM section. This Agreement is non-renewable and the period during which coverage applies is limited to the term You chose. Coverage is available in the U.S. and Canada. Wear and tear is not covered under this Agreement.

AGREEMENT HOLDER RESPONSIBILITIES

You must maintain proper air pressure in all covered tires. Tires should be checked monthly for proper pressure; signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected demand replacement, at Your expense, for the safety of the Vehicle users. Replaced tires are covered for the remaining Agreement term.

CLAIM PROCEDURE

To receive benefits under this Agreement:

- 1) YOU MUST OBTAIN AUTHORIZATION FROM THE ADMINISTRATOR PRIOR TO REPLACEMENT OF ANY TIRE AND/OR PRIOR TO ANY REPAIR OR REPLACEMENT OF ANY WHEEL.
Damaged tire and/or wheel must be made available to the Administrator for inspection.
- 2) Call (800) 832-3237 to report all claims and obtain authorization. Claims must be reported within 60 days from the date of loss.
- 3) REPLACEMENT OF ANY TIRE AND/OR REPAIR OR REPLACEMENT OF ANY WHEEL MUST BE PERFORMED AT A REPAIR FACILITY AUTHORIZED BY THE ADMINISTRATOR.
- 4) If You have paid the repair facility and need to be reimbursed for an approved and covered repair or replacement, please obtain and complete a Proof of Loss form by calling us at (800) 832-3237 and once completed, please mail copy of this original Agreement; the original repair order which shows the specific cause of damage, the tread depth of the damaged tire, whether or not the tire or wheel was repairable and if not, why not, whether the damaged tire was due to a manufacturer's defect, the customer name, year, make, model and VIN of the Vehicle to: Aftercare 126 E Dyer Rd Ste A Santa Ana, CA 92707.
- 5) In the event that it becomes necessary to repair/replace a covered tire or wheel after hours or when no Authorized Repair facility is available, customer/dealer must call the Administrator and leave a message providing detailed information about the claim and also obtain a Proof of Loss form from aftercareservicecontracts.com. This form must be filled out, printed and submitted to the Administrator on the next business day and also must be submitted with the claim for reimbursement.

THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL PRIOR TO REPAIR OR DISPOSAL. FAILURE TO PRESERVE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.

EXCLUSIONS (WHAT IS NOT COVERED):

You are entitled to the benefits as described under ROAD HAZARD COVERAGE AND LIMIT OF LIABILITY. This Agreement does not cover:

- 1) Any tire or wheel failure which occurs outside the continental U.S. or Canada; 2) Any tire and wheel damage, which is covered by the Your primary insurance coverage or a Vehicle service contract or agreement; 3) Repair or replacement of wheels and/or rims and replacement of tires not authorized by the Administrator prior to replacement; 4) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility for replacement, or for any manufacturer's defect or replacement covered by a warranty issued by the manufacturer of the tire on the Vehicle; 5) Failure, loss or damage resulting from an Unserviceable or un-repairable condition caused by: negligence including driving with a flat tire or with low tire pressure, suspension problems, lack of proper maintenance, misalignment, abuse, misuse, arising out of or related to a collision, malicious mischief, vandalism, fire, chain damage, racing, theft, or improper inflation pressure; 6) Destruction or damage to a wheel or rim due to impact with a curb, median or another Vehicle; off road Vehicle use; use on a construction site or on roads not regularly maintained. These do not include Road Hazards; 7) Destruction of a tire in either the side wall or tread area due to dry rot; 8) Vehicles registered and normally operated outside the U.S. and Canada; 9) Any consequential loss or damage whatsoever, including loss, damage, or injury to person or property; 10) Towing by an unlicensed service station or garage; 11) Additional tows for the same disablement; 12) Re-capped tires, racing tires, non-stock tires or rims, snow tires, damage to tires and/or wheels which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer, snow chain mounting or removal; 13) Motorcycle storage charges, routine maintenance or repair; 14) Towing at the direction of a law enforcement officer relating to traffic obstructions, impoundment, abandonment, illegal parking, or other violation of the law; 15) Any damage to tires and/or wheels transferred from another Vehicle subsequent to the effective date of the Agreement; 16) Any damage to "after market" wheels including those that are not manufactured by the original Vehicle manufacturer; 17) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; 18) Any loss that is not reported to us within the time the damage occurs; 19) Any damage to tires with tread depth of 3/32" or less at the lowest point on the tire; 20) Any pre-existing conditions or damage.

DISPUTE RESOLUTION - ARBITRATION

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

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

CANCELLATION

If this Agreement is cancelled within the first 30 days and there are no claims incurred, You will receive a 100% refund. The original owner may cancel this Agreement by giving written notice to the Administrator. If cancelled, after 30 days, the Administrator shall provide a pro-rata refund of the unused time. The pro-rata refund will be calculated based on the days in force compared to the total time of the Agreement term, less a twenty-five (\$25.00) dollar administrative fee, less the total of any claims paid during the Agreement term. If payment for this Agreement was financed, the refund will be payable to You or lender of record, or both.

CANCELLATION BY US

The Provider or Administrator may cancel this Agreement for any reason within the first sixty (60) days of the Agreement effective date. After sixty (60) days the Provider 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 Agreement Purchase 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 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 Provider 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 Purchase Price. If the Provider 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 of the unused time. The pro-rata refund will be calculated based on the days in force compared to the total time of the Agreement term, less a twenty-five dollar (\$25.00) administrative fee.

The Provider 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 Purchase Price.

TRANSFER

This Agreement may be transferred by You to a subsequent private purchaser of the covered Vehicle for the remainder of the original term (dealers excluded). This Agreement is not transferable to another Vehicle. To transfer this Agreement to another owner, You must submit the following within 15 days from the date of sale: 1) a Transfer Form (obtained from the dealer or www.aftercareservicecontracts.com) containing the name and address of the new owner, and Your authorization to transfer; 2) a copy of the bill of sale or other evidence showing the change in ownership; 3) a check or money order for \$25.00 payable to the Administrator for the transfer fee.

INSURANCE

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

Indiana: Your proof of payment to the issuing Dealer for this Agreement shall be considered proof of payment to the insurance company, which guarantees Our obligation to You, providing such insurance was in effect at the time You purchased the Agreement.