

Aftercare, Inc.

AGREEMENT NUMBER CBA _____

CB25QMUA

BATTERY SERVICE CONTRACT

AGREEMENT SALES PRICE: \$ _____

DATE _____

OPTIONAL COVERAGE FEE: \$ _____

CUSTOMER INFORMATION FIRST NAME _____ MIDDLE INITIAL _____ LAST NAME _____ BIRTH DATE _____
ADDRESS _____ HOME # _____ WORK # _____
CITY _____ STATE _____ ZIP _____ EMAIL _____

DEALER DEALERSHIP NAME _____ AFTERCARE DEALER NUMBER _____
DEALERSHIP ADDRESS _____ PHONE NUMBER _____

LIENHOLDER LIENHOLDER NAME _____ LIENHOLDER ADDRESS _____ PHONE NUMBER _____

AGREEMENT INFORMATION DESIRED TOTAL TERM (IN MONTHS) _____ PRODUCT SALE DATE (EFFECTIVE DATE) _____ EXPIRATION DATE _____
UNLIMITED *ZERO* \$ _____
MILEAGE TERM _____ DEDUCTIBLE AMOUNT _____ TOTAL AGREEMENT SALE PRICE _____

THIS FORM MAY BE USED FOR THE FOLLOWING PRODUCTS ONLY: Motorcycle, Scooter, ATV/UTV, Watercraft, Snowmobile

PRODUCT INFORMATION YEAR _____ MANUFACTURER _____ MODEL/ENGINE DISPLACEMENT _____ VIN / SERIAL # / PIN _____
 New Used \$ _____

BATTERY INFORMATION HOUR/ODOMETER READING _____ MFGR WARRANTY (IN MONTHS) _____ PRODUCT SALE PRICE _____

YEAR _____ MANUFACTURER _____ SERIAL # _____

CUSTOMER SIGNATURE _____ DATE _____ By my signature, I agree to the provisions of this Aftercare Battery Service Contract ("Agreement"). I acknowledge that I have read it and understand its provisions. To keep this 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. This Agreement is not a warranty or insurance policy. Our entire agreement is incorporated in this 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.

DEALER SIGNATURE _____ DATE _____

DEALER

Aftercare, Inc.

AGREEMENT NUMBER CBA _____

CB25QMUA

BATTERY SERVICE CONTRACT

AGREEMENT SALES PRICE: \$ _____

DATE _____

OPTIONAL COVERAGE FEE: \$ _____

CUSTOMER INFORMATION

FIRST NAME	MIDDLE INITIAL	LAST NAME	BIRTH DATE
ADDRESS		HOME #	WORK #
CITY	STATE	ZIP	EMAIL

DEALER

DEALERSHIP NAME	AFTERCARE DEALER NUMBER
DEALERSHIP ADDRESS	PHONE NUMBER

LIENHOLDER

LIENHOLDER NAME	LIENHOLDER ADDRESS	PHONE NUMBER
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AGREEMENT INFORMATION

DESIRED TOTAL TERM (IN MONTHS)	PRODUCT SALE DATE (EFFECTIVE DATE)	EXPIRATION DATE
<i>UNLIMITED</i>	<i>ZERO</i>	\$ _____
MILEAGE TERM	DEDUCTIBLE AMOUNT	TOTAL AGREEMENT SALE PRICE

THIS FORM MAY BE USED FOR THE FOLLOWING PRODUCTS ONLY: Motorcycle, Scooter, ATV/UTV, Watercraft, Snowmobile

PRODUCT INFORMATION

YEAR	MANUFACTURER	MODEL/ENGINE DISPLACEMENT	VIN / SERIAL # / PIN
<input type="checkbox"/> New <input type="checkbox"/> Used			\$ _____

BATTERY INFORMATION

HOUR/ODOMETER READING	MFGR WARRANTY (IN MONTHS)	PRODUCT SALE PRICE
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YEAR MANUFACTURER SERIAL #

CUSTOMER SIGNATURE DATE

DEALER SIGNATURE DATE

By my signature, I agree to the provisions of this Aftercare Battery Service Contract ("Agreement"). I acknowledge that I have read it and understand its provisions. To keep this 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. This Agreement is not a warranty or insurance policy. Our entire agreement is incorporated in this 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.

PLAN TYPE = _____ M _____

For Office Use Only

ADMINISTRATOR

BATTERY SERVICE CONTRACT

AGREEMENT SALES PRICE: \$ _____

DATE _____

OPTIONAL COVERAGE FEE: \$ _____

CUSTOMER INFORMATION

FIRST NAME	MIDDLE INITIAL	LAST NAME	BIRTH DATE
ADDRESS	HOME #	WORK #	
CITY	STATE	ZIP	EMAIL

DEALER

DEALERSHIP NAME	AFTERCARE DEALER NUMBER
DEALERSHIP ADDRESS	PHONE NUMBER

LIENHOLDER

LIENHOLDER NAME	LIENHOLDER ADDRESS	PHONE NUMBER
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AGREEMENT INFORMATION

DESIRED TOTAL TERM (IN MONTHS)	PRODUCT SALE DATE (EFFECTIVE DATE)	EXPIRATION DATE
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MILEAGE TERM	DEDUCTIBLE AMOUNT	TOTAL AGREEMENT SALE PRICE

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PRODUCT INFORMATION

YEAR	MANUFACTURER	MODEL/ENGINE DISPLACEMENT	VIN / SERIAL # / PIN
<input type="checkbox"/> New <input type="checkbox"/> Used			\$

BATTERY INFORMATION

HOUR/ODOMETER READING	MFGR WARRANTY (IN MONTHS)	PRODUCT SALE PRICE
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YEAR	MANUFACTURER	SERIAL #
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CUSTOMER SIGNATURE _____ DATE _____

DEALER SIGNATURE _____ DATE _____

By my signature, I agree to the provisions of this Aftercare Battery Service Contract ("Agreement"). I acknowledge that I have read it and understand its provisions. To keep this 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. This Agreement is not a warranty or insurance policy. Our entire agreement is incorporated in this 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.

CUSTOMER

AFTERCARE BATTERY SERVICE CONTRACT

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PROVIDER 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 PROVIDER 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 PRODUCT. CANCELLATION FEES MAY APPLY IN CERTAIN STATES UNDER CERTAIN CONDITIONS. (This document may contain information about PRODUCTS that are not covered by this specific form. Please refer to the PRODUCT INFORMATION section of the DECLARATIONS to identify what PRODUCTS are covered by this form.)

A. DEFINITIONS

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

AGREEMENT or MECHANICAL REPAIR AGREEMENT: this Aftercare Battery Service Contract with the completed Declarations.

AGREEMENT SALE PRICE: the base amount You paid for this Agreement which is listed in the Declarations.

AGREEMENT TERM: the section of this Agreement which establishes the criteria for determining the start and end date of this Agreement.

AUTHORIZED CLAIM AMOUNT: the approved dollar amount provided to the Authorized Repair Facility with the Claims Authorization Code.

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

BATTERY, BATTERIES: the factory installed Battery that came with Your Product which was designed to provide power to the Product and any factory installed accessories.

CLAIMS AUTHORIZATION CODE: the code and approved dollar amount given to the Authorized Repair Facility designating what repairs are covered by the 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.

CLAIMS PROCEDURES: the section of this Agreement which lists the steps You must follow if the Product has a failure.

CLAIMS REFERENCE NUMBER: the number that the Provider uses to identify a claim for Your Product.

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

COVERED MECHANICAL BREAKDOWN: a Mechanical Breakdown or portion thereof for which coverage is provided pursuant to the terms and conditions herein.

DEALER: the Dealership that sold You this Agreement as shown in the Declarations.

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

EFFECTIVE DATE: the date coverage under this Agreement begins. *For New Products:* the day You purchased the Product with 100% of the Manufacturer's Warranty still remaining or if the Product was purchased on a different date than this Agreement, the date the Product was purchased New, with 100% of the Manufacturer's Warranty still remaining is the Effective Date. *For Used Products:* Used Agreements may only be purchased on the same date the Used Product is purchased. The day You purchased the Product and the Agreement is the

Effective Date.

EXCLUSIONS: the components, conditions, events and circumstances (uses and activities) listed under Exclusions, for which no coverage will be afforded under this Agreement.

MAINTENANCE, REQUIRED MAINTENANCE, RECOMMENDED

MAINTENANCE: the upkeep of the Product that is needed to keep it in proper running order, performed in accordance with the manufacturer's stated periodic Maintenance requirements which can be found in the owner's manual, service bulletins or recalls published by the manufacturer of the Product. Maintenance includes the additional responsibilities listed under the Your Additional Responsibilities section G of this Agreement including the specific Storage instructions listed under Your Additional Responsibilities for personal watercraft and snowmobiles. Maintenance includes proper use and storage of the Battery covered by this Agreement.

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

MAINTENANCE RECEIPTS, SERVICE RECEIPTS, RECEIPTS: written evidence of the purchase of products and/or services needed to perform the Maintenance and Service on Your Product which must include the name, address and phone number of the company who sold You the items. Maintenance Receipts which include Services must include Your Product's Vehicle Identification Number/Serial Number/PIN, the date of service, engine hours/odometer reading at the time of service, description of service(s) performed and an itemized list of products purchased. Maintenance Receipts for products purchased (Including but not limited to engine oil, filters, fogging oil) must include the date of purchase and an itemized list of products purchased.

MAINTENANCE RECORDS, SERVICE RECORDS: a written account of the Maintenance and Service performed on Your Product during the Agreement Term which includes the Maintenance and Service Receipts for items purchased to perform the Maintenance and Service. Maintenance Records must include Maintenance Receipts.

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

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

MECHANICAL BREAKDOWN or BREAKDOWN: the breakage or failure of the Battery (except under circumstance listed in the EXCLUSIONS section) caused by a defect or faulty workmanship of the manufacturer resulting in the Battery's inability to hold a charge or deliver amperage in accordance with the manufacturer's specifications. Breakdowns will be considered for batteries unable to maintain the following load requirements: 6 Volt batteries with less than 5.25 volts; 12 volt batteries with less than 9.6 volts.

NEW PRODUCT(S): a Product that is under Manufacturer's or Distributor's

B. GENERAL PROVISIONS

This AGREEMENT governs a specific agreement between the PROVIDER and YOU which is applicable exclusively to the BATTERY installed on the PRODUCT for the AGREEMENT TERM. The AFTERCARE AGREEMENT will pay for the cost to replace the BATTERY on YOUR PRODUCT if it has a COVERED MECHANICAL BREAKDOWN subject to its terms and conditions. It will also pay for the cost to replace the BATTERY defined as OPTIONAL COVERAGE installed on YOUR PRODUCT, on the PRODUCT SALE DATE, if it has a COVERED MECHANICAL BREAKDOWN, subject to its terms and conditions, provided that YOU selected and paid for the OPTIONAL COVERAGE. The type and style of the replacement BATTERY is at OUR sole discretion and all replacement BATTERIES must come with a minimum of a one year factory warranty. At OUR discretion, replacement BATTERIES 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.

C. COVERAGES

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

1. Replacement of the BATTERY, that came factory installed on YOUR PRODUCT on the date YOU purchased the PRODUCT, which is determined to have a COVERED MECHANICAL BREAKDOWN except those parts or conditions shown in the EXCLUSIONS section of this AGREEMENT, with a replacement BATTERY of the PROVIDER'S choosing.
2. Replacement of the BATTERY defined as OPTIONAL COVERAGE (THERE IS AN ADDITIONAL INITIAL COST FOR THIS BENEFIT): which was installed on the PRODUCT on the PRODUCT SALE DATE designed to supply power to dealer installed accessories, which is determined to have a COVERED MECHANICAL BREAKDOWN except those parts or conditions shown in the EXCLUSIONS section of this AGREEMENT, with a replacement BATTERY of the PROVIDER'S choosing.

D. LIMIT OF LIABILITY

The total liability under this AGREEMENT shall not exceed one hundred-fifty dollars (\$150.00) per COVERED MECHANICAL BREAKDOWN. The total of all claims paid during the term of the AGREEMENT shall not exceed one thousand dollars (\$1,000.00).

E. INSURANCE STATEMENT

OUR obligations under this AGREEMENT are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York, Rhode Island and Wisconsin.

In Georgia, OUR obligations under this AGREEMENT are insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

In California, New York, Rhode Island, and Wisconsin, OUR obligations under this AGREEMENT are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738.

In the event the OBLIGOR fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, YOU may file a direct claim with Lyndon Southern

Warranty on the sale date of the Agreement, and is shown as a New Product in the Declarations.

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

OPTIONAL COVERAGE: (There is an additional fee for this coverage) coverage, if selected, for a second Battery installed on the Product on the Product Sale Date to power dealer installed accessories.

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

PRODUCT or IDENTIFIED PRODUCT: the unit that is shown in the Product Information section of the Declarations, which must be one of the Products listed as eligible on this form and which meets certain eligibility requirements established by the Provider.

PRODUCT SALE DATE: The day You purchased the Product from the Dealer. **PROVIDER, ADMINISTRATOR, OBLIGOR, WE, US or OUR:** Aftercare, Inc. 126 E Dyer Rd, Suite A Santa Ana, CA 92707. (800) 832-3237. In the state of MA Aftercare Solutions 126 E. Dyer Road Suite A Santa Ana, CA 92707. In CA: Motorcycle Management and Insurance Services (Dept. of Insurance lic# 0740109; 126 E Dyer Rd, Suite A Santa Ana, CA 92707. (800) 832-3237.

SERVICE(S): Maintenance, repairs or other work performed on Your Product during the Agreement Term.

STORE, STORED, STORAGE: the procedures in the owner's manual for Your Product which must be followed if Your Product is to be Stored (not used) for more than one month.

TOTAL AGREEMENT SALE PRICE: the base amount You paid for this Agreement plus the additional amount You paid for Optional Coverage. The Total Agreement Sale Price is equal to the Agreement Sale Price if Optional Coverage was not purchased.

USED PRODUCT(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 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 Product in the Declarations.

VIN / SERIAL # / PIN: the unique identifier of Your Product and the Product's Battery that sets forth information about its attributes in an alpha numeric code. For Vehicles, the VIN (Vehicle Identification Number) shall be used. For Products without a VIN, the Serial Number or PIN (Product Identification Number) shall be used. For Batteries, the Serial # will be used.

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

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

Insurance Company, Insurance Company of the South, or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

In the event of cancellation of **OUR** Contractual Liability Insurance Policy or Reimbursement Insurance Policy, coverage will continue for all contract holders whose service contracts were issued by **US** and reported to the insurer for coverage during the term of the reimbursement insurance policy.

F. 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 PRODUCTS** the **AGREEMENT TERM** begins on the **PRODUCT SALE DATE** and continues for the number of months indicated in the space titled "Desired Total 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 **PROVIDER** based on the **PRODUCT SALE DATE** and the amount remitted for the **AGREEMENT**.

For **USED PRODUCTS** the **AGREEMENT TERM** begins the **PRODUCT SALE DATE** and continues for the number of months indicated in the space titled "Desired Total 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 **PROVIDER** based on the **PRODUCT SALE DATE** and the amount remitted for the **AGREEMENT**.

If an error was made in the Agreement Information section of the **DECLARATIONS**, the **PROVIDER** 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 PRODUCT** is in the custody of the **AUTHORIZED REPAIR FACILITY** undergoing repair of a **COVERED MECHANICAL BREAKDOWN**.

G. YOUR RESPONSIBILITIES

YOUR RESPONSIBILITIES under this **AGREEMENT** are to follow the **MAINTENANCE**, **STORAGE**, usage and **CLAIMS PROCEDURES** outlined in this **AGREEMENT**. 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 **MAINTENANCE RECORDS** supporting the **MAINTENANCE** and **SERVICE** of **YOUR PRODUCT** may lead to denial of a claim. When necessary, the **PROVIDER** or **AUTHORIZED REPAIR FACILITY** will request **YOUR MAINTENANCE RECORDS**. It is **YOUR** responsibility to:

1. **DO NOT** overload **YOUR BATTERY**.
2. Perform, or have performed, all of the **REQUIRED MAINTENANCE** for **YOUR PRODUCT'S BATTERY**.
3. Retain and make available upon request the **MAINTENANCE RECORDS** and **SERVICE RECEIPTS** for **MAINTENANCE** and **SERVICE** performed during the **AGREEMENT TERM**.
4. If the **MAINTENANCE** of **YOUR PRODUCT'S BATTERY** is performed by the **DEALER** or an **AUTHORIZED REPAIR FACILITY**, **YOUR SERVICE RECEIPTS**, provided they contain all the required information outlined in the definition of **SERVICE RECEIPTS**, will serve as **YOUR MAINTENANCE RECORDS**.
5. If **YOU** personally perform the **MAINTENANCE** of the **PRODUCT'S BATTERY**, **YOU** must create **MAINTENANCE RECORDS** inclusive of all of the details defined under **MAINTENANCE RECORDS** and **SERVICE RECORDS**. **YOU** may use the **MAINTENANCE LOG** to facilitate this activity.
6. Use and **STORE YOUR PRODUCT** only as recommended by the manufacturer in the owner's manual and follow all use and **STORAGE** guidelines listed therein.
7. In the event of a **MECHANICAL BREAKDOWN**, follow the **CLAIMS PROCEDURES**, listed in the **CLAIMS PROCEDURES** section of this **AGREEMENT**.
8. Protect the **PRODUCT'S BATTERY** from exposure to the elements even after a failure has occurred and the **PRODUCT'S BATTERY** is awaiting replacement.

H. EXCLUSIONS

This Aftercare **AGREEMENT** does not cover:

1. **NORMAL WEAR AND TEAR**.
2. Any part other than **YOUR PRODUCT'S BATTERY** and/or a second **BATTERY** if **YOU** paid the **OPTIONAL COVERAGE FEE** and had the second **BATTERY** installed on or before the **PRODUCT PURCHASE DATE**.
3. Labor. This **AGREEMENT** does not cover the cost of labor to remove, diagnose the condition of, or replace the **BATTERY**. This **AGREEMENT** does not cover the cost of labor for any purpose.
4. A **BATTERY** that is being replaced as part of the **PRODUCT'S MAINTENANCE** requirements where a verifiable **BREAKDOWN** has not occurred.
5. Environmental fees and/or disposal fees.
6. Damage to the **BATTERY** caused by failure of another component.
7. Deterioration in performance, or failure of parts due to the age, mileage and condition of the **PRODUCT**.
8. **BATTERIES** that have not had a **MECHANICAL BREAKDOWN**. **BATTERIES** that have not been tested on an approved multi-meter. **BATTERIES** whose multi-meter results report voltage levels greater than those defined as a **BREAKDOWN** in this **AGREEMENT**.
9. A **MECHANICAL BREAKDOWN** caused by operation or **MAINTENANCE** other than as recommended by the manufacturer, or this **AGREEMENT**, or use of the **PRODUCT** in an environment for which it was not intended. Examples of operation other than as recommended by the manufacturer or use in an environment other than intended 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 off-road vehicles on-road, operating snowmobiles when there is not adequate snow. Using a **PRODUCT** adjusted for low altitude at high altitude or using a **PRODUCT** adjusted for high altitude at low altitude.
10. **MECHANICAL BREAKDOWN(S)** caused by parts that have failed due to improper **MAINTENANCE**.
11. **MECHANICAL BREAKDOWN(S)** which occur(s) when the **IDENTIFIED PRODUCT'S BATTERY** is within the **MANUFACTURER'S** or **DISTRIBUTOR'S WARRANTY** period or is covered by a manufacturer's or distributor's recall, service bulletin, update or modification program.
12. **MECHANICAL BREAKDOWN(S)** caused by continued operation of the **IDENTIFIED PRODUCT** when a problem exists. Examples include but are not limited to: continuing to operate a vehicle or product which is overheating, continuing to operate a vehicle or product with a leak.
13. Damage from theft, fire, freezing, vandalism, riot, terrorism, explosion, flood, hail, lightning, earthquake, windstorm, water, collision, accident or Acts of God.
14. **MECHANICAL BREAKDOWN** caused by alteration, modification or use of the **IDENTIFIED PRODUCT** not recommended by the manufacturer.
15. **PRODUCTS** used for commercial purposes such as rental, delivery, hauling for hire, livery, farming, police or emergency services.
16. **MECHANICAL BREAKDOWN** caused by water, sand and/or corrosion, salt water corrosion or electrolysis or impact with an object; inadequate levels of electrolyte, cross connection, improper battery boost, technical errors, .
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** sections of this **AGREEMENT**.
21. Betterment of **PRODUCT** due to loss of performance when no **MECHANICAL BREAKDOWN** has occurred. Loss of performance is **NORMAL**

WEAR AND TEAR.

22. 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, trim items, lenses, windshields, seat covers, stitching, and other cosmetic parts.
23. Damage or discoloration caused by leaking fluids or chemicals.
24. Any failure not reported within 15 days of failure.
25. **PRE-EXISTING CONDITIONS.** (In Georgia, only PRE-EXISTING CONDITIONS about which YOU were aware at the time of PRODUCT purchase are excluded.)

I. CLAIMS PROCEDURES

In the event of a breakdown, protect **YOUR PRODUCT** from further damage. Continued operation of **YOUR PRODUCT** may result in additional damage that may not be covered by this **AGREEMENT**. Follow these steps:

1. Within 15 days of discovery, report the issue with **YOUR PRODUCT'S BATTERY** to the **DEALER**, another **AUTHORIZED REPAIR FACILITY** or, if that is not possible, call **US** toll-free at (800) 832-3237.
2. Have the **AUTHORIZED REPAIR FACILITY** test the **BATTERY** using a multi-meter and provide demonstrable proof that the **BATTERY** meets the failed **BATTERY** guidelines as outlined in the **DEFENITION** section of this **AGREEMENT**.
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. **YOU** will have to authorize the **AUTHORIZED REPAIR FACILITY** for diagnostic evaluation of the **BATTERY**.
5. After diagnosis, ask the **AUTHORIZED REPAIR FACILITY** to call the **PROVIDER'S** claims department (800) 832-3237 for a **CLAIMS AUTHORIZATION NUMBER**. Do not allow the **AUTHORIZED REPAIR FACILITY** to begin work on **YOUR BATTERY** until the **CLAIMS AUTHORIZATION NUMBER** has been obtained from the **PROVIDER**. 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 the **BATTERY** is replaced. (Aftercare is open 9am to 5pm Monday through Friday Pacific Time. If the office is closed when the repair facility calls, The **PROVIDER** will accept a detailed message left on the answering machine as notice to **US** of **YOUR PRODUCT'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. Ask the **AUTHORIZED REPAIR FACILITY** to retain the failed **BATTERY'S** core for 60 (sixty) days from the replacement date in case an inspection is required.

J. TRANSFER RIGHTS

This **AGREEMENT** is not transferable.

K. CANCELLATION

CANCELLATION BY YOU

YOU, or a person authorized by **YOU**, may cancel this **AGREEMENT** by giving advanced written notice to the **PROVIDER** stating when, thereafter, the cancellation is to be effective. A refund will be paid to **YOU** or to a person **YOU** authorize. If this **AGREEMENT** is financed, **YOU** authorize **YOUR** lienholder to cancel this **AGREEMENT** and receive the refund in the event **YOUR PRODUCT** 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** pro-rata refund for this **FREE LOOK** period will be calculated based on the days in force compared to the total **AGREEMENT TERM** using the **TOTAL AGREEMENT SALE PRICE** less the **AUTHORIZED CLAIM AMOUNT**.

In the event this **AGREEMENT** is cancelled, after the **FREE LOOK** period, provided **YOU** have not incurred a claim, **YOUR** pro-rata refund will be calculated based on the days in force compared to the total **AGREEMENT TERM** using the **TOTAL AGREEMENT SALE PRICE**, less a twenty-five dollars (\$25.00) cancellation fee. If **YOU** have incurred a claim, **YOUR** pro-rata refund will be calculated based on the days in force compared to the total **AGREEMENT TERM** using the **TOTAL AGREEMENT SALE PRICE** less the **AUTHORIZED CLAIM AMOUNT**, less a twenty-five dollars (\$25.00) cancellation fee.

CANCELLATION BY US

WE may cancel this **AGREEMENT** for any reason within the first sixty (60) days of the **AGREEMENT** sale date. After sixty (60) days **WE** 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 **TOTAL AGREEMENT SALE PRICE**;
3. If there has been a substantial breach of responsibilities by **YOU** relating to the covered **PRODUCT** or its use.
4. If **YOU** have failed to maintain **YOUR PRODUCT** as prescribed by the manufacturer and this **AGREEMENT**;
5. If **YOUR PRODUCT** is a total loss or is repossessed;
6. If the odometer of **YOUR PRODUCT** is disconnected or altered;
7. If **YOU** use **YOUR PRODUCT** in any manner not covered by this **AGREEMENT**;
8. If the manufacturer of **YOUR PRODUCT** is no longer able to support it;
9. If parts are no longer available from the original equipment manufacturer.
10. If it is determined that **YOU** sought **BATTERY** replacement by fraudulent means.

If **WE** cancel this **AGREEMENT** within the first sixty (60) days, and **YOU** have not incurred a claim, **YOU** will receive a full refund of the **TOTAL AGREEMENT SALE PRICE**. If **WE** cancel this **AGREEMENT** after the first sixty (60) days, and **YOU** have not incurred a claim, **YOU** will receive a pro-rata refund based upon the days in force compared to the total **AGREEMENT TERM**.

WE will notify **YOU** in writing, at **YOUR** last known address, at least fifteen (15) days {sixty (60) days in California} prior to canceling this **AGREEMENT** for any reason other than misrepresentation, fraud or failure to pay the **TOTAL AGREEMENT SALE PRICE**. Such notice will provide the effective date of and reason for cancellation, except that prior notice is not required for misrepresentation, fraud or non-payment.

L. STATE SPECIFIC AMENDMENTS

This **AGREEMENT** is amended to comply with the following state requirements:

A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days in **Hawaii, Iowa, Maryland, New Mexico, and New York** or that is not paid within forty-five (45) days in **Alabama, Alaska, Maine, Minnesota, Missouri, New Jersey, South Carolina, Texas, Wisconsin** and **Wyoming** of **YOUR** cancellation and return of this **AGREEMENT** to **US**.

Alaska: Cancellation By Us section is amended to delete reasons: 5, 6, 8 and 9. The cancellation fee may not exceed 7.5% of the **TOTAL AGREEMENT SALE PRICE**.

Arizona - CANCELLATION BY US is modified to read:

Notwithstanding any of the forgoing provisions in this section, **WE** will not cancel or void **YOUR AGREEMENT** for any of the following reasons:

- a. due to acts or omissions of the **PROVIDER**, its assignees, or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent, workmanlike manner;
- b. Pre-existing conditions;

- c. Prior use or unlawful acts relating to the **PRODUCT**;
- d. Misrepresentation by either the **PROVIDER** or its subcontractors;
- e. Ineligibility for the program, including gray market, high performance, and GM diesel autos. A gray market vehicle (also known as an overseas vehicle) is an imported vehicle that has been brought into the United States with the intent to have the vehicle titled and registered in the United States.

California: Performance to **YOU** under this **AGREEMENT** is guaranteed by a California approved insurance company. **YOU** may file a claim with the insurance company, Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, if any promise made in the **AGREEMENT** has been denied or has not been honored within sixty (60) days after the date of **YOUR** request. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357; <http://www.insurance.ca.gov>. 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. If **WE** cancel this **AGREEMENT**, **WE** remain liable for any **COVERED MECHANICAL BREAKDOWN** reported to **US** prior to the effective date of the cancellation. A **MECHANICAL BREAKDOWN** is deemed to have been reported once **YOU** have completed item #1 under **CLAIMS PROCEDURES**.

Colorado, Illinois, Maine: The cancellation fee for a cancellation is twenty-five dollars (\$25.00), not to exceed 10% of the **TOTAL AGREEMENT SALE PRICE**, whichever is less.

Connecticut: Resolution of Disputes: Both parties to an extended warranty contract or agreement shall make reasonable efforts to resolve disputes over the terms of the warranty. In the event that the parties cannot reach agreement, the claimant may file a formal written complaint with the Consumer Affairs Division of the Insurance Department at: 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**. This **AGREEMENT** does not include in-home service. **YOUR** right to cancel includes cancellation if the **PRODUCT** is lost, stolen, sold or destroyed.

Georgia: **AUTHORIZED CLAIM AMOUNT** (or) Claims Paid will not be deducted from any refund that is owed to **YOU**. Exclusion #14 is modified to read: **MECHANICAL BREAKDOWN** caused by alteration, modification or use of the **IDENTIFIED PRODUCT** not recommended by the manufacturer, subsequent to **YOUR** purchase of the Product. If **YOU** cancel this **AGREEMENT** **YOU** will receive ninety percent (90%) of the unearned pro-rata **TOTAL AGREEMENT SALE PRICE**. Under **CANCELLATION BY US**, # 3 through # 10 are deleted. **CANCELLATION BY US** is amended to include: If the Agreement has been in effect for less than sixty (60) days, and **WE** cancel the Agreement for non-payment, We will notify You in writing at Your last known address at least ten (10) days prior to the effective date of cancellation. If the Agreement has been in effect for sixty (60) days or more, and We cancel the Agreement for fraud or misrepresentation, We will notify You in writing at Your last known address at least thirty (30) days prior to the effective date of cancellation.

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

Indiana: This service contract is not insurance and is not subject to Indiana insurance law.

Iowa: In the event **YOU** have any questions regarding **YOUR 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**.

Louisiana - AUTHORIZED CLAIM AMOUNT (or) Claims Paid will not be deducted from any refund that is owed to **YOU**.

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 **PRODUCT** 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 **PRODUCT** 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 **PRODUCT** 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 **AGREEMENT** only after expiration of the express warranty.

Missouri: If **YOU** request a cancellation of this **AGREEMENT** from Lyndon Southern Insurance Company. **YOU** may also request a refund of the unearned **PROVIDER** fee.

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, 1-603-271-2261.

North Carolina: The service charge for a cancellation is twenty-five dollars (\$25.00) or 10% of the refund amount, whichever is less. Under **CANCELLATION BY US**, #4 through #10 are deleted.

Oklahoma: If **YOU** cancel this **AGREEMENT**, **YOU** will receive 90% of the unearned pro-rata purchase price. Our Service Warranty Association license number is (XXXX to be provided by state).

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. 1-803-737-6180.

Texas: Unresolved complaints or questions concerning the regulation of Mechanical Repair Agreements may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202. 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 Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256.

Utah: Under **CANCELLATION BY US**, #4 through #10 are deleted. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. NOTE: failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Virginia: If any promise made in the contract has been denied or has not been honored within 60 days after **YOUR** request, **YOU** may contact the Virginia Department of Agriculture and Consumer Services, office of Charitable and Regulatory Programs as <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Wisconsin: If **YOU** cancel after the first 60 days, or at any time if **WE** have paid a claim, **YOUR** refund will be reduced by a cancellation fee of twenty-five dollars (\$25.00) or 10% of the **TOTAL AGREEMENT SALE PRICE**, whichever is less. Under **CANCELLATION BY US**, #4 through #10 are deleted. In the event covered service is not provided by **US** for any reason including if **WE** are insolvent or financially impaired, within sixty (60) days of all claims requirements have been met by **YOU**, **YOU** are entitled to make a claim directly to Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738. THIS AGREEMENT IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

MAINTENANCE LOG

YEAR MANUFACTURER MODEL/ENGINE DISPLACEMENT VIN / SERIAL # / PIN

Date	Odometer Reading	Services Performed	R.O. #	Dealership Name and Service Person's Signature

SAMPLE