



MOTORCYCLE TIRE AND WHEEL PROTECTION WITH ROADSIDE ASSISTANCE

Customer Name		Effective Date	
Primary Residence Address	City	State	ZIP
Phone		Email	
Dealer Name	Phone	Dealer #	
Address	City	State	ZIP
Tire Description, Size & Make			
Vehicle Year	Make	Model	
Vehicle Identification Number	Vehicle Purchase Price \$	Vehicle Condition <input type="checkbox"/> New <input type="checkbox"/> Used	
Type of Motorcycle (sport bike, touring bike, etc)			
Odometer Reading	Agreement Purchase Price \$	Agreement Term <input type="checkbox"/> 3 Year <input type="checkbox"/> 5 Year	
Lienholder Name			
Street Address	City	State	ZIP
<p>CUSTOMER SIGNATURE _____ DATE _____</p> <p>DEALER SIGNATURE _____ DATE _____</p> <p>By my signature, I agree to the provisions of this Aftercare Tire and Wheel Agreement. I acknowledge that I have read it and understand its provisions. 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. Roadside Assistance is provided by AutoKnight (877) 624-1284.</p>			
FOR OFFICE USE ONLY			
Plan Code: _____ M		Expiration Date: _____	

AFTERCARE TIRE AND WHEEL AGREEMENT

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 VEHICLE. CANCELLATION FEES MAY APPLY IN CERTAIN STATES UNDER CERTAIN CONDITIONS.

A. DEFINITIONS

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

AGREEMENT or TIRE AND WHEEL AGREEMENT: this Aftercare Agreement with the completed Declarations.

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

AGREEMENT TERM or 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.
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 the 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 to request benefits under this Agreement.
CLAIMS REFERENCE NUMBER: the number that the Provider uses to identify a claim for Your Vehicle.
COMMERCIAL USE VEHICLE: a Vehicle used by, for, or in a business such as rental, delivery, hauling for hire, livery, farming, police or emergency services.
COVERAGE, COVERAGES: the benefits described in the Coverages section of this Agreement.
COVERED FAILURE: a failure of Your Vehicle's tire or rim caused by a Road Hazard, subject to the terms and conditions of this Agreement and excluding any conditions listed in the Exclusion Section of this Agreement, which renders Your tire or rim to be Unserviceable as described herein.
DEALER: the Dealership that sold You this Agreement as shown in the Declarations.
DECLARATIONS: that portion of the Agreement with information about the Customer, the Dealer, the Lienholder, the Agreement and the Vehicle.
EFFECTIVE DATE: the date coverage under this Agreement begins. The day You purchased the Vehicle and this Agreement is the Effective Date.
EXCLUSIONS: the components, conditions, events and circumstances (uses and activities) listed in the Exclusions section, for which no coverage will be afforded under this Agreement.
MANUFACTURER'S or DISTRIBUTOR'S WARRANTY: the Warranty which comes, from the Manufacturer or Distributor, with the Vehicle, at no charge to the Customer.
PRE-EXISTING CONDITION(S): conditions or damage to tires or rims which were present on the Vehicle Sale Date and the Agreement Effective Date.
PROVIDER, ADMINISTRATOR, OBLIGOR, WE, US or OUR: Aftercare, Inc. 126 E Dyer Rd, Suite A Santa Ana, CA 92707. (800) 832-3237. In CA: Motorcycle Management and Insurance Services (Dept. of Insurance lic# 0740109) 126 E Dyer Rd, Suite A Santa Ana, CA 92707.
ROAD HAZARD: a hazard that is encountered while driving Your Vehicle, on a public roadway, such as a pothole, nail, glass, rocks or other road debris. Curbs and medians are not considered to be Road Hazards.
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.
VEHICLE, IDENTIFIED VEHICLE: the unit that is shown in the Declarations, which meets certain eligibility requirements established by the Provider.
VEHICLE SALE DATE: The day You purchased the Vehicle from the Dealer.
YOU, YOUR or CUSTOMER: the owner of the Identified Vehicle whose name and address appear in the Customer section of the Declarations.
YOUR RESPONSIBILITIES: the actions You must take as outlined in the owner's manual for Your Vehicle or in the Your Responsibilities section of this Agreement, in order to keep Your Vehicle in proper working order which are required to ensure coverage under this Agreement.

B. GENERAL PROVISIONS

This **AGREEMENT** provides for the repair or replacement of the listed **VEHICLE'S** tires and/or wheels/rims which, if during the **TERM** of this **AGREEMENT**, become **UNSERVICEABLE** due to a **ROAD HAZARD** covered under this **AGREEMENT**. 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**. Eligible **VEHICLES** include current model year, plus ten (10) years prior, street legal Motorcycles and Scooters (no ATVs, off-road or utility vehicles). Tire coverage is only afforded when there is at least 3/32" of tread depth remaining on a tire covered by this **AGREEMENT**. At **OUR** discretion, replacement parts used to repair a **COVERED FAILURE** may include non-original equipment manufacturer parts, and remanufactured or used parts of like kind and quality. **COVERAGE** is only available for **ROAD HAZARDS** which occur(s) in the United States and Canada.

COVERAGE afforded under this **AGREEMENT** applies only to the tires and wheels on the **VEHICLE** listed in the **DECLARATIONS**.

C. COVERAGES

- 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 **(877) 624-1284** (limit one tow per disablement).
- TOWING:** **WE** will reimburse **YOU** 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:** **WE** will reimburse **YOU** 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 unrepairable 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, **WE** reserve 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, **WE** reserve the right to ship a similar replacement tire of equal or greater value than the damaged tire, from our 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. **WE** reserve the right to have wheels/rims repaired at **OUR** cost by a repair facility of **OUR** choice. If **WE** determine a replacement wheel/rim is necessary, **WE** reserve 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:** **WE** will reimburse **YOU** 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.

D. LIMIT OF LIABILITY

The emergency road service feature is limited to 5 roadside assistance calls per **AGREEMENT TERM**. The Maximum Aggregate coverage for this **AGREEMENT**, irrespective of the number of roadside assistance calls, is \$2500.00. In the event no **TERM** is indicated in the **DECLARATIONS**, a three (3) year **TERM** will apply. Fraudulent Claims will be prosecuted to the fullest extent of the law.

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 New York, Rhode Island and Wisconsin.

In 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.

Place holder: this form is intended for use in: AK,AL,AR,AZ,CA,CO,CT,DE,GA,HI,IA,ID,IL,IN,KS,KY,LA, MD,ME,MI,MN,MO,MS,MT,NC, NE,NH,NJ,NM, NY,OH,OK,OR,PA,RI,SC, TN,TX,UT,VA,VT, WI, WY

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 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 term of the **AGREEMENT** begins on the **EFFECTIVE DATE** listed in the **DECLARATIONS** and continues for a period of 3 or 5 years, as indicated in the **DECLARATIONS** under **AGREEMENT TERM**, or until only 3/32" tire tread depth remains on an individual tire, whichever comes first. This **AGREEMENT** may only be purchased at the time of **VEHICLE** purchase. This **AGREEMENT** is non-renewable and the period during which coverage applies is limited to the **TERM** **YOU** chose.

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 **VEHICLE** 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** end while **YOUR VEHICLE** is in the custody of the **AUTHORIZED REPAIR FACILITY** undergoing repair or replacement of a tire and/or rim damaged due to a **ROAD HAZARD**.

G. YOUR 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**.

WE use industry standard tools to determine the reasonable cost of replacement tires and rims. It is **YOUR** responsibility to make sure that the **AUTHORIZED REPAIR FACILITY** is aware of **OUR** pricing policy and that they purchase replacement tires and rims that meet those guidelines. **YOU** will be responsible for any costs incurred that exceed our reasonable cost guidelines.

H. EXCLUSIONS

You are entitled to the benefits as described under **COVERAGES 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 **CUSTOMER'S** primary insurance coverage or another vehicle service contract or agreement.
3. Repair or replacement of wheels and/or rims and replacement of tires not authorized by the **PROVIDER** 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 in 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 of or damage to a tire, 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** constitute **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 any unlicensed entity including but not limited to 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. Charges for pressure sensing devices and unspecified charges for shop supplies charged by the **AUTHORIZED REPAIR FACILITY**.
14. Motorcycle storage charges, routine maintenance or repair.
15. Towing at the direction of a law enforcement officer relating to traffic obstructions, impoundment, abandonment, illegal parking, or other violation of the law.
16. Any damage to tires and/or wheels transferred from another **VEHICLE** subsequent to the **EFFECTIVE DATE** of the **AGREEMENT**.
17. Any damage to "after market" wheels including those that are manufactured by the original Vehicle manufacturer.
18. Any loss where **YOU** or any person on **YOUR** behalf falsely swears or commits any fraudulent act with respect to any claim.
19. Any loss that is not reported to **US** within 60 days from the date the damage occurs.
20. Any damage to tires with tread depth of 3/32" or less at the lowest point on the tire.
21. Any pre-existing conditions or damage.

I. CLAIMS PROCEDURES

To receive benefits under this **AGREEMENT**:

1. Initiate a claim, by completing a Proof of Loss form which can be obtained from the **DEALER**, or by contacting **US** at (800) 832-3237 or by visiting aftercareservicecontacts.com/customer and call **US** at (800) 832-3237 to report the claim and obtain authorization. **YOU MUST OBTAIN PRIOR AUTHORIZATION FROM US BEFORE REPLACING ANY TIRE AND/OR BEFORE REPAIRING OR REPLACING ANY WHEEL or RIM**. The damaged tire and/or wheel or rim must be made available to **US** for inspection.
2. **REPLACEMENT OF ANY TIRE AND/OR REPAIR OR REPLACEMENT OF ANY WHEEL/RIM MUST BE PERFORMED AT AN AUTHORIZED REPAIR FACILITY**.
3. Claims must be reported within 60 days from the date of loss.
4. **AFTERCARE RESERVES THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL OR RIM PRIOR TO ITS REPAIR OR DISPOSAL. FAILURE TO PRESERVE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.**
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 **US** and leave a message providing detailed information about the **VEHICLE** and the claim and also obtain, complete and submit a Proof of Loss form on the next business day. **WE** will adjust the claim and provide authorization, for any **COVERED FAILURE** upon receipt of the message and the completed Proof of Loss form.
6. In the unlikely event that **YOU** have paid a repair facility for a **COVERED FAILURE** and need to be reimbursed, please follow these steps: a) obtain a Proof of Loss form by calling **US** at (800) 832-3237 or by visiting aftercareservicecontacts.com/customer; b) contact **US** to initiate a claim and have the completed Proof of Loss available; c). send **US** the completed Proof of Loss form, the original repair order generated by the repair facility which must show the repair facilities name, address and phone number; the **CUSTOMER'S** name; the year, make, model and VIN of the **VEHICLE**; 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 **ROAD HAZARD**, a manufacturer's defect or some other cause. Please mail this information to: Aftercare 126 E Dyer Rd Suite A Santa Ana, CA 92707.

Place holder: this form is intended for use in: AK,AL,AR,AZ,CA,CO,CT,DE,GA,HI,IA,ID,IL,IN,KS,KY,LA, MD,ME,MI,MN,MO,MS,MT,NC, NE,NH,NJ,NM, NY,OH,OK,OR,PA,RI,SC, TN,TX,UT,VA,VT, WI, WY

J. TRANSFER RIGHTS

This AGREEMENT is transferable. 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, the following must be mailed to the PROVIDER within fifteen (15) days of VEHICLE ownership change: 1) a Transfer Request Form (obtained from the DEALER or www.aftercareservicecontracts.com or by calling (800) 832-3237) 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 forty dollars (\$40.00) payable to AFTERCARE, for the transfer fee. If the AGREEMENT is not transferred in a timely manner, no coverage will extend to any subsequent owner(s) of the VEHICLE during the term of this AGREEMENT. A Transfer is not considered valid unless the PROVIDER provides written confirmation of approval.

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 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 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 AGREEMENT PURCHASE 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 AGREEMENT PURCHASE 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 AGREEMENT PURCHASE 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 EFFECTIVE 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 AGREEMENT PURCHASE PRICE;
3. If there has been a substantial breach of responsibilities by YOU relating to the covered VEHICLE or its use.
4. If YOU have failed to maintain YOUR VEHICLE as prescribed by the manufacturer and this AGREEMENT;
5. If YOUR VEHICLE is a total loss or is repossessed;
6. If the odometer of YOUR VEHICLE is disconnected or altered;
7. If YOU use YOUR VEHICLE in any manner not covered by this AGREEMENT;
8. If the manufacturer of YOUR VEHICLE is no longer able to support it;
9. If parts are no longer available from the original equipment manufacturer.

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 AGREEMENT PURCHASE 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 prior to canceling this AGREEMENT for any reason other than misrepresentation, fraud or failure to pay the AGREEMENT PURCHASE 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 Arkansas, Hawaii, Iowa, Maryland, New Mexico, and New York or that is not paid within forty-five (45) days in Alabama, Alaska, Maine, Minnesota, Mississippi, Missouri, Nevada, 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 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; 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, Mississippi, Maine: The cancellation fee for a cancellation is twenty-five dollars (\$25.00), not to exceed 10% of the 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

Place holder: this form is intended for use in: AK,AL,AR,AZ,CA,CO,CT,DE,GA,HI,IA,ID,IL,IN,KS,KY,LA, MD,ME,MI,MN,MO,MS,MT,NC, NE,NH,NJ,NM, NY,OH,OK,OR,PA,RI,SC, TN,TX,UT,VA,VT, WI, WY

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 **AGREEMENT SALE PRICE**. Under **CANCELLATION BY US**, # 3 through # 9 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**.

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 #9 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 9 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 **AGREEMENT SALE PRICE**, whichever is less. Under **CANCELLATION BY US**, # 4 through # 9 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.

Not available in Massachusetts, North Dakota, South Dakota, West Virginia. See other forms for Florida, Nevada, and Washington.