

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** to the **DEALER**, another **AUTHORIZED REPAIR FACILITY** or, if that is not possible, call **US** toll-free at (800) 832-3237. 2) 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**. 3) When necessary, **YOU** will have to authorize the **AUTHORIZED REPAIR FACILITY** to tear down the **IDENTIFIED PRODUCT** for diagnostic evaluation. If there is not a **COVERED MECHANICAL BREAKDOWN**, **YOU** are responsible for diagnosis and tear down costs. 4) 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 PRODUCT** 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 repairs are started. (Aftercare is open 9am to 5pm Monday through Friday Pacific Time. If the office is closed when the repair facility calls, The **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**.) 5) When the repair is completed, give the **AUTHORIZED REPAIR FACILITY** receipts for **TOWING SERVICE REIMBURSEMENT, SUBSTITUTE TRANSPORTATION REIMBURSEMENT, LODGING REIMBURSEMENT, AND RECREATION INTERRUPTION OPTIONAL COVERAGE** (if applicable) or send these receipts to the **PROVIDER** within thirty (30) days. Please be sure to have **YOUR AGREEMENT** and **MAINTENANCE RECORDS** returned to **YOU**.

Aftercare

800) 832-3237; info@aftercarecorp.com

Contract #: _____

Contract Expiration Date: _____

Vehicle Year: _____

Vehicle Make: _____

Vehicle Model: _____

VIN: _____

wallet size ID card – cut out and fold

SAMPLE

Aftercare, Inc.

AGREEMENT NUMBER CSA

CS01XMSA

DATE _____

AGREEMENT SALES PRICE: \$ _____

RECREATIONAL INTERRUPTION PRICE: \$ _____

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
<u>UNLIMITED</u>	<u>ZERO</u>	\$ _____
MILEAGE TERM	DEDUCTIBLE AMOUNT	TOTAL AGREEMENT SALE PRICE

THIS FORM MAY BE USED FOR THE FOLLOWING PRODUCTS ONLY: Motorcycle, Scooter, ATV/UTV, Watercraft, Snowmobile, Lawn & Garden, Power Equipment

PRODUCT INFORMATION

YEAR	MANUFACTURER	MODEL/ENGINE DISPLACEMENT	VIN / SERIAL # / PIN
<input type="checkbox"/> New <input type="checkbox"/> Used		M _____	\$ _____
<input type="checkbox"/> Commercial	HOUR/ODOMETER READING	PLAN TYPE = MFGR WARRANTY (IN MONTHS)	DESIRED EXTENSION (IN MONTHS)
			PRODUCT SALE PRICE

CUSTOMER SIGNATURE _____ DATE _____

DEALER SIGNATURE _____ DATE _____

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

DEALER

Aftercare, Inc.

AGREEMENT NUMBER CSA

CS01XMSA

DATE _____

AGREEMENT SALES PRICE: \$ _____

RECREATIONAL INTERRUPTION PRICE: \$ _____

CUSTOMER INFORMATION

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PLAN TYPE = _____ M _____

For Office Use Only

ADMINISTRATOR

DATE _____

AGREEMENT SALES PRICE: \$ _____

RECREATIONAL INTERRUPTION PRICE: \$ _____

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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PRODUCT INFORMATION

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<input type="checkbox"/> New <input type="checkbox"/> Used		M _____	\$ _____
<input type="checkbox"/> Commercial	HOUR/ODOMETER READING	PLAN TYPE = MFGR WARRANTY (IN MONTHS)	DESIRED EXTENSION (IN MONTHS)
			PRODUCT SALE PRICE

CUSTOMER SIGNATURE _____ DATE _____

DEALER SIGNATURE _____ DATE _____

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

CUSTOMER

AFTERCARE MECHANICAL REPAIR 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 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 Mechanical Repair Agreement 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.

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 and the Product.

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.

LODGING REIMBURSEMENT: (not available where prohibited by law) reimbursement for Lodging You rent during the time Your Product is in need of repair due to a Covered Mechanical Breakdown which occurs 100 miles or more from Your home subject to the reimbursement limitations outlined in the Coverages section.

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 of this Agreement including the specific Storage instructions listed under Your Additional Responsibilities for personal watercraft and snowmobiles.

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.

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

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

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, IDENTIFIED PRODUCT, or VEHICLE: the unit that is shown in the

Declarations, which must be one of the Products listed as available 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.

RECREATION INTERRUPTION REIMBURSEMENT (OPTIONAL): *THERE IS AN ADDITIONAL COST FOR THIS OPTION.* Reimbursement for expenses incurred by You during the time Your Product is in need of repair due to a Covered Mechanical Breakdown subject to the reimbursement limitations outlined in the Coverages section.

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.

SUBSTITUTE TRANSPORTATION REIMBURSEMENT: reimbursement for Substitute Transportation of a Product, of like kind, to the Product covered by this Agreement that You rent, during the time Your Product is in need of repair due to a Covered Mechanical Breakdown, subject to the reimbursement limitations outlined in the Coverages section.

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

TOWING SERVICE REIMBURSEMENT: reimbursement each time Your Product has to be towed because of a Covered Mechanical Breakdown.

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 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.

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

YOUR ADDITIONAL RESPONSIBILITIES: the additional things You must do in order to maintain Your Product as outlined in this Agreement if the Identified Product is a Product listed in the Your Additional Responsibilities section of this Agreement.

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

B. GENERAL PROVISIONS

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

C. COVERAGES

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

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

D. LIMIT OF LIABILITY

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

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.

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 **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. Perform, or have performed, all of the **REQUIRED MAINTENANCE** for **YOUR PRODUCT**.
2. Retain and make available upon request the **MAINTENANCE RECORDS** and **SERVICE RECEIPTS** for **MAINTENANCE** and **SERVICE** performed during the **AGREEMENT TERM**.
3. If the **MAINTENANCE** of **YOUR PRODUCT** 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**.
4. If **YOU** personally perform the **MAINTENANCE** of the **PRODUCT**, **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.
5. 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. Receipts for the purchase of fuel stabilizers and cylinder conditioners must be kept with the **MAINTENANCE RECORDS** indicating the date and hours or miles on **YOUR PRODUCT** when it was **STORED**.
6. In the event of a **MECHANICAL BREAKDOWN**, follow the **CLAIMS PROCEDURES**, listed in the **CLAIMS PROCEDURES** section of this **AGREEMENT**.
7. Protect the **PRODUCT** and its internal components from exposure to the elements even after a failure has occurred and the **PRODUCT** is awaiting repair.

H. YOUR ADDITIONAL RESPONSIBILITIES

- **USED motorcycle or scooter:** change the engine oil, oil filter and air filter and check and adjust valve tappets and carburetor every 3,000 miles or every 12 months whichever is more frequent; lubricate the swing arm and check cam chain tensioner(s) every 3,000 miles;
- **USED ATV/UTV:** change engine oil, oil filter and air filter every 6 months; present the **USED** ATV/UTV to an **AUTHORIZED REPAIR FACILITY** annually to have swing arm, axle boots, wheels, wheel hubs and axles inspected for proper function.
- **USED watercraft:** have **YOUR PRODUCT** serviced by an **AUTHORIZED REPAIR FACILITY** every 25 hours of operation and/or every 3 months. The service performed must include: service of the jet pump and housing, service of the carburetors, service of the VTS motor and housing, inspection of the oil pump and fuel pump. If **YOU** do not use **YOUR** watercraft for more than one month, **YOU** must **STORE** it as recommended by the manufacturer.
- **USED snowmobile:** have **YOUR** snowmobile serviced before and after every snow season by an **AUTHORIZED REPAIR FACILITY**. Service must include cleaning of the carburetors and fuel delivery system, inspection and adjustments, if necessary, of the suspension system and the power valve cables. If **YOU** do not use **YOUR** snowmobile for more than one month, **YOU** must **STORE** it as recommended by the manufacturer.
- **Products without hour meter/odometer:** have the **PRODUCT** serviced which includes changing the engine oil, oil filter and fuel filter semiannually, in order to ensure proper maintenance of the **PRODUCT** and retain **MAINTENANCE RECORDS** for the **SERVICE PERFORMED** in order to demonstrate proper **MAINTENANCE**.
- **Products with diesel engine:** check the oil level at each fueling; add oil if the indicator gets to "add" or "min" mark; replace the engine air cleaner filter and fuel/water separator every 24 months; replace the transfer case fluid every 24 months. **YOU** must create **MAINTENANCE RECORDS** that are inclusive of all of the details required of **MAINTENANCE RECORDS**. **YOU** may use the **MAINTENANCE LOG** to facilitate this activity.

I. EXCLUSIONS

This Aftercare **AGREEMENT** does not cover:

1. **NORMAL WEAR AND TEAR.**
2. **Deterioration in performance, or failure of parts due to the age, mileage and condition of the PRODUCT.** Some examples are: starter clutch/bendix gears; cam chain, cam chain tensioners; drive sprockets; exhaust/intake manifolds; exhaust system parts; side stand cut-out switch; horns; broken, pinched or shorted wires; loose hoses and fittings; fuel injector nozzles; carburetor parts; rubber parts; springs; plastic parts; hulls; brake rotors; shear pins; front fork seals on vehicles with more than 20,000 miles; seals and gaskets on vehicles that are more than five years old; electrical components on vehicles that are more than seven years old; armature brushes. If **YOUR PRODUCT** has a problem with one of the above listed parts, please make sure that the **AUTHORIZED REPAIR FACILITY** calls the **PROVIDER** to find out if the problem is covered by this **AGREEMENT**.

3. Seals, o-rings, and gaskets on USED PRODUCTS unless required to repair a MECHANICAL BREAKDOWN of another covered part.
4. Parts that have not had a MECHANICAL BREAKDOWN.
5. Batteries, bulbs, tires, spark plugs, anodes, brake pads or shoes, brake drums, wheels, rims, cables, hoses, fuses, final drive chains or belts, final drive sprockets, air filters, oil filters, fluids (unless required to repair a MECHANICAL BREAKDOWN of another covered part), clutch plates, clutch belts, worn clutch faces, clutch weights, clutch rollers, clutch pins, clutch shims, clutch sheaves and bushings, audio components, GPS systems and displays, shock absorbers, external loose securing hardware, and failures due to external loose securing hardware, bent shift forks (unless caused by MECHANICAL BREAKDOWN of a covered part), bent valves (unless caused by MECHANICAL BREAKDOWN of a covered part), stuck valves due to carbon build-up, parts damaged due to dirty air filters or contaminated fuel, impeller, impeller liner and intake grills, mats, bumpers, body seals or gaskets, snowmobile skis, snowmobile tracks, wheels under snowmobile track, hyfax/slide rail, snowmobile clutch belts, parts damaged due to over revving (running above red-line), mirrors, non-mechanical parts, mower blades, mower blade clutch assemblies.
6. A MECHANICAL BREAKDOWN caused by operation or MAINTENANCE other than as recommended by the manufacturer, or this 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.
7. MECHANICAL BREAKDOWN(S) caused by parts that have failed due to improper MAINTENANCE.
8. MECHANICAL BREAKDOWN(S) which occur(s) when the IDENTIFIED PRODUCT 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.
9. 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.
10. Damage from theft, fire, freezing, vandalism, riot, terrorism, explosion, flood, hail, lightning, earthquake, windstorm, water, collision, accident or Acts of God.
11. MECHANICAL BREAKDOWN(S) or damage which occur(s) due to failure to maintain proper fluid and/or lubricant levels as specified by the manufacturer.
12. MECHANICAL BREAKDOWN(S) of two stroke engines caused by failure to maintain proper oil/gas mixture ratios as recommended by the manufacturer.
13. Failure of drive chains or belts, or damage due to drive chain or belt failure.
14. MECHANICAL BREAKDOWN caused by alteration, modification or use of the IDENTIFIED PRODUCT not recommended by the manufacturer.
15. Non-stock, aftermarket, or modified parts and damage due to failure of non-stock, aftermarket or modified parts or damage due to the use of non-stock, aftermarket or modified parts.
16. Damage of or due to the installation or use of parts that are designed to alter YOUR PRODUCT'S performance including but not limited to the installation of exhaust systems, oversized tires, lift kits, snorkels.
17. PRODUCTS used for commercial purposes such as rental, delivery, hauling for hire, livery, farming, police or emergency services. (This EXCLUSION does not apply to PRODUCTS that were registered as COMMERCIAL USE PRODUCTS when the AGREEMENT was originally reported to the PROVIDER with payment of the COMMERCIAL USE RATE.)
18. MECHANICAL BREAKDOWN caused by water, sand and/or corrosion, salt water corrosion or electrolysis or impact with an object.
19. MECHANICAL BREAKDOWN(S) caused by improper STORAGE.
20. Adjustments, tune-ups, MAINTENANCE, parts or labor not required to repair a MECHANICAL BREAKDOWN.
21. Incidental, consequential or punitive damages of any kind.
22. MECHANICAL BREAKDOWN(S) caused by not following the procedures outlined in the YOUR RESPONSIBILITIES and YOUR ADDITIONAL RESPONSIBILITIES sections of this AGREEMENT.
23. Repair or replacement of valves, pistons and/or rings or cylinders solely to improve engine compression when a MECHANICAL BREAKDOWN has not occurred. Loss of engine compression is NORMAL WEAR AND TEAR.
24. Betterment of PRODUCT due to loss of performance when no MECHANICAL BREAKDOWN has occurred. Loss of performance is NORMAL WEAR AND TEAR.
25. 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.
26. Damage or discoloration caused by leaking fluids or chemicals.
27. Any failure not reported within 15 days of PRODUCT failure.
28. MAINTENANCE related MECHANICAL BREAKDOWN(S) on YOUR PRODUCT if the odometer/hour meter on YOUR PRODUCT has been disconnected or replaced and YOU fail to provide service records which demonstrate MAINTENANCE of YOUR PRODUCT in accordance with the time intervals outlined in the YOUR RESPONSIBILITIES and YOUR ADDITIONAL RESPONSIBILITIES sections of this AGREEMENT.
29. PRE-EXISTING CONDITIONS.

J. 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 to the DEALER, another AUTHORIZED REPAIR FACILITY or, if that is not possible, call US toll-free at (800) 832-3237.
2. 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.
3. When necessary, YOU will have to authorize the AUTHORIZED REPAIR FACILITY to tear down the IDENTIFIED PRODUCT for diagnostic evaluation. If there is not a COVERED MECHANICAL BREAKDOWN, YOU are responsible for diagnosis and tear down costs.
4. 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 PRODUCT 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 repairs are started. (Aftercare is open 9am to 5pm Monday through Friday Pacific Time. If the office is closed when the repair facility calls, The 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.)
5. When the repair is completed, give the AUTHORIZED REPAIR FACILITY receipts for TOWING SERVICE REIMBURSEMENT, SUBSTITUTE TRANSPORTATION REIMBURSEMENT, LODGING REIMBURSEMENT, AND RECREATION INTERRUPTION OPTIONAL COVERAGE (if applicable) or send these receipts to the PROVIDER within thirty (30) days. Please be sure to have YOUR AGREEMENT and MAINTENANCE RECORDS returned to YOU.

K. TRANSFER RIGHTS

This **AGREEMENT** is transferable. To transfer this **AGREEMENT**, **YOU** must fill out a Transfer Request, available from the **DEALER**, the **PROVIDER**, or online at aftercareservicecontracts.com and send the completed Transfer Request, along with copies of all required **MAINTENANCE** receipts, the **MAINTENANCE LOG**, and a twenty-five dollar (\$25.00) transfer fee to the **PROVIDER**. Transfer Requests submitted without adequate **MAINTENANCE** records will be returned unprocessed. To be effective, the Transfer Request must be mailed to the **PROVIDER** within fifteen (15) days of **PRODUCT** ownership change. **YOUR** rights and duties under this **AGREEMENT** may only be transferred to a subsequent private purchaser directly by **YOU**. If the **AGREEMENT** is not transferred in a timely manner, no coverage will extend to any subsequent owner(s) of the **PRODUCT** during the term of this **AGREEMENT**. A Transfer is not considered valid unless the **PROVIDER** provides written confirmation of approval.

L. 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.

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 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.

M. 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, 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.

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.

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 #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 **TOTAL 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.

