

PROTECTION PLAN REGISTRATION

AGREEMENT HOLDER INFORMATION			
NAME			PHONE
ADDRESS			
CITY		STATE	ZIP
AGREEMENT INFORMATION			
TERM IN MONTHS	PURCHASE DATE	EFFECTIVE DATE	EXPIRATION DATE
WAITING PERIOD (DAYS)	DEDUCTIBLE	AGREEMENT NUMBER	PURCHASE PRICE \$
COVERAGE:	☐ ON-ROAD MOTORCYCLE	☐ ON-ROAD MOTORCYCLE HARLEY	☐ ON-ROAD SCOOTER
	☐ OFF-ROAD MOTORCYCLE	☐ THREE-WHEEL MOTORCYCLE	☐ YOUTH
	☐ GOLF	☐ PERSONAL WATERCRAFT	☐ EQUIPMENT
ADD-ON:	☐ PAYMENT PROTECTION	☐ BATTERY	☐ ELECTRONICS
	☐ SNORKLE	☐ CLUTCH	☐ LIFT
	☐ FARM OR COMMERCIAL USE	☐ TIRE AND WHEEL	☐ APPEARANCE
PROPULSION:	☐ FUEL	☐ ELECTRIC	☐ HYBRID
VEHICLE INFORMATION:	MAKE	MODEL	YEAR
	VIN	CONDITION ☐ NEW ☐ USED	VEHICLE PURCHASE PRICE \$
SELLER INFORMATION			
DEALERSHIP NAME:			DEALERSHIP ID:
ADDRESS:			
CITY:	STATE:	ZIP:	
SELLER'S NAME:	TELEPHONE:	EMAIL:	
LIENHOLDER INFORMATION			
NAME		ADDRESS	
CITY	STATE	ZIP	PHONE

APPLICANT'S ACKNOWLEDGMENT: This Contract is optional, not a condition of credit, and is not required in order to purchase or lease a vessel or obtain financing for a vessel. You may pay for this Contract by cash or by including it in the financing of Your Vessel. If this Contract has been financed, the lienholder identified above shall be entitled to any refunds resulting from cancellation. This Contract is not an insurance policy. The rate charged to You for this Contract is not subject to regulation by the Florida Office of Insurance Regulation. **THIS CONTRACT DOES REQUIRE A WAITING PERIOD OF THIRTY (30) DAYS FROM THE CONTRACT EFFECTIVE DATE. NO CLAIMS WILL BE AUTHORIZED NOR WILL YOU BE REIMBURSED FOR THE COST OF ANY REPAIRS OR SERVICES WHICH OCCUR DURING THE WAITING PERIOD. PLEASE NOTE: THIRTY (30) DAYS WILL BE ADDED TO THE TERM OF THE CONTRACT.**

My signature below means that I have reviewed and understand the time and mileage limitations, coverage, maintenance requirements, and exclusions, and that **the repair of non-covered components is excluded from coverage**. I have reviewed all the coverage and options available. All the options I wish to purchase are clearly marked above.

AGREEMENT HOLDER SIGNATURE: _____ DATE: _____

Service Agreement

POWERSPORTS - FUEL

TERMS AND CONDITIONS

CONGRATULATIONS!

Thank You for Your purchase of CONNEX POWERSPORTS Protection Plan. We are delighted at Your confidence and trust in Our commitment to serve You with Your protection needs. Please read this Service Agreement and the Declaration Page to learn about what protection You will receive.

A. SERVICE AGREEMENT

This is a Service Contract, not an insurance policy. This Agreement is intended to provide protection against the cost of repairing Breakdown of the Covered Component. During the Coverage Period, Our Administrator will arrange, or authorize You to arrange, for an Authorized Service Provider to [repair and/or replace] the covered component in accordance with the terms and conditions of this Agreement. **Coverage is subject to the limitations, exclusions, and provisions stated in this Agreement. Please read this Agreement carefully to determine and understand Your rights, duties, and what is and is not covered.**

We, and Our Administrator, assume no liability for any consequential damage to any product resulting from the rendering of covered repairs. Any claims for consequential damage must be filed against the Service Provider.

B. DEFINITIONS

1. **Administrator** means AssureSolv LLC, 10016 Laureate Way, Bethesda, MD 20814; 888-564-2207.
2. **Agreement, Service Contract, Contract** means these terms and conditions including the Declaration Page and any state specific provisions.
3. **Agreement Purchase Price** means the amount You paid to purchase this Service Agreement for Your Covered Component as evidenced on Your Declaration Page. **You are required to pay the full Agreement Purchase Price at the time of purchase; the entire amount must be paid in full on or before the Effective Date.**
4. **Breakdown** means the failure of a Covered Component to perform the function for which it was designed and intended under conditions of normal use due to defects in material or workmanship and not because of the actions or inactions of any noncovered parts or components.
5. **Cost** means the reasonable and fair charges for parts and labor needed to repair and/or replace parts covered by this Service Contract. To the extent applicable, replacement parts will be of like, kind and quality as the covered part(s) and may include Original Equipment Manufacturers (OEM), Non-Original Equipment Manufacturers (Non-OEM), or Remanufactured or Recycled Parts. Parts and labor charges, if any, shall not exceed the manufacturer's suggested retail price as stated by one of the national labor time guides listed and/or applicable.
6. **Coverage Period, Term** means the length of time coverage is provided by this Service Contract, as shown on Your Declaration Page.
7. **Covered Component, Covered Vehicle** means the eligible Vehicle You purchased that is covered by this Service Contract and shown on Your Declaration Page.
8. **Declaration Page** means the document that summarizes Your Covered Component, the Coverage Period, the Effective and Expiration Date, along with any Deductibles, and/or other coverage terms specific to Your Service Contract.
9. **Deductible** means the amount You are required to pay, as indicated on the Declaration Page, per repair visit for covered Breakdowns to Covered Component.
10. **Effective Date** means the date Your coverage under this Service Contract begins.
11. **Expiration Date** means the date when Your Service Contract is no longer in force.
12. **Labor Rate** means the labor charges for authorized repairs that will be based on the local average Cost for similar repairs. Labor time will be determined by a current nationally published flat-rate manual.
13. **Pre-Existing Condition** means any condition, defect, or failure that in all reasonable mechanical probability, mechanical fitness, and inspection standards, existed at or before to the Effective Date of this Service Contract,

whether or not such condition was known to You at the time of purchase.

14. **Obligor, Provider, We, Us, Our** means Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; (866) 927-3097. In Florida: License # 49125.
15. **Selling Retailer, Selling Dealership** means the authorized entity responsible for the sale of the Covered Component and this Service Contract as shown on Your sales receipt/invoice and/or Protection Plan Declaration Page.
16. **Service Event** means a mechanical breakdown not defined as maintenance in the Vehicle's owner's manual and/or by the manufacturer.
17. **Service Provider, Authorized Service Provider, Repair Facility** means a repair facility with certified mechanics that are licensed and authorized to perform the covered repairs and/or replacement provided to You in accordance with the terms and conditions under this Contract.
18. **You, Your, Agreement Holder** means the individual who purchased this Service Contract.

C. TO OBTAIN SERVICE

A Claim means a request for coverage by You in accordance with the terms and conditions of this Service Contract. For service to be performed under this Contract, You must: (i) contact and/or return to the Selling Retailer or Selling Dealership if Your Vehicle is within one hundred (100) miles and/or (ii) contact Our Administrator as soon as the problem is discovered by making a claim online 24 hours a day at <https://connex.assuresolv.com> or by calling 888-643-8015 for instructions on obtaining service. Customer service representatives are available 9 am to 5 pm EST, closed on weekends and holidays. Please have Your sales receipt/invoice, Service Contract, and Declaration Page available and be prepared to tell the Administrator the details regarding Your Covered Component and the nature of the problem for which You need service. You are obligated to provide information related to the cause, nature, and timing of the Breakdown at the time of making the request for service under this Contract. **Failure to follow these procedures may cause delay and/or result in Claim denial. The Administrator will not reimburse You for services performed without their prior authorization.**

In accordance with this Contract, We will, or We will authorize You to, repair or replace the Covered Component under the following conditions: (a) The Covered Component Breakdown is from normal use of the Vehicle after the Effective Date; (b) The Service Provider has been authorized by Us to tear-down to the Covered Component failure and/or diagnose the cause and extent of Breakdown; (c) The diagnosis determined the coverage under this Contract does apply in accordance with the terms and conditions in the Service Contract and Declaration Page; (d) The Covered Component is not covered by any other entity such as manufacturer, distributor, retailer, any other guarantee or extended warranty, or insurance policy; (e) The Claim is reported during the Term of this Agreement; (f) The Service Provider has provided Us with an estimate for the covered repair to obtain an authorization number before any repairs have begun; (g) We have the right to inspect the Vehicle and if the Service Provider is unable or unwilling to show the cause of failure and the extent of damage, You will be responsible for all re-inspection costs; (h) You will be responsible to pay costs for repairs not covered by this Contract; (i) We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service; (j) If You require Us to perform non-emergency service outside of normal business hours, You will be responsible for payment of any additional fees, including overtime; (i) Any applicable Deductible for the Covered Component has been paid by You prior to receiving covered services; (j) The Agreement is either paid in full; and (k) The authorization number We issued for the authorized repair has not exceeded ninety (90) days which thereafter is deemed void.

D. COVERAGE

Exclusionary Coverage. This Contract will cover the cost of repairs or replacement, at Our sole discretion, of all Your Vehicles original factory-equipped mechanical and electrical parts, except those excluded by this Service Contract up to the Claim Covered Amount of the Covered Component, required as a result of a Breakdown during the normal use for the Term of this Contract.

Optional Surcharges. The following options are available only: (a) When purchased prior to or on the Effective Date of the Service Contract; (b) Stated on the Registration Page; and (c) The applicable surcharge fee(s) have been paid in full prior to or by the Effective Date of the Service Contract.

1. **Payment Reimbursement.** We will reimburse a prorated amount of Your Vehicle's loan equal to the days Your Vehicle was in the Authorized Service Provider's repair facility to repair covered failure by dividing Your original monthly payment into thirty (30) days, which will give the daily rate of reimbursement. Eligible Claims will then receive the amount based on the days the Vehicle remained in the repair facility for an authorized Service Event after receiving authorization by Us for greater than ten (10) days, unless the Service Event warranted more time. The maximum number of days per Service Event is ninety (90) days. The total maximum benefit is twenty-five hundred dollars (\$2,500.00) for the Term of this Service Contract. If the Vehicle is not under a loan contract, the maximum monthly benefit amount will be calculated using three hundred fifty dollars (\$350.00) instead of the payment listed on the original loan contract.
2. **Battery.** We will provide a replacement of the Vehicle's battery that becomes unserviceable which during the term of this Service Contract.
3. **Lift.** We will cover the factory or CONNEX POWERSPORTS Protection Plan Selling Retailer or Selling Dealership installed modified suspension components. Coverage is limited to a six-inch (6") lift or three inches (3") lower from the original manufacturer's specifications. Vehicles with oversized tires that do not exceed a thirty-five inch (35") outside diameter or the equivalent are also eligible for coverage provided they were installed prior to sale of the Vehicle to You. Lift kit parts and any modifications made after the purchase of this Service Contract are specifically excluded from coverage.
4. **Electronics.** We will cover factory CONNEX POWERSPORTS Protection Plan Selling Retailer or Selling Dealership installed aftermarket and factory stereo head units, speakers, and amplifiers. PWC will include coverage for GPS, winches, and fish/depth-finders.
5. **Commercial and Farm Use.** We will cover the Vehicle You purchased for commercial and farm use as outlined in Exclusionary Coverage of this Service Contract.
6. **Snorkel ATV/UTV.** We will cover aftermarket or factory catalog snorkel kits that are manufacturer- or Dealership-installed prior to or by the Effective Date of this Service Contract.
7. **Clutch.** We will cover all clutch related items due if the conditions of failure is due to mechanical failure and are not the result of normal wear and tear.

E. AGREEMENT FEE, PAYMENTS & DEDUCTIBLE

The Agreement Purchase Price is the total fee required to purchase this Service Contract, and the full amount is due and payable on or before the Effective Date. No coverage or benefits under this Contract shall commence until the Agreement Purchase Price has been paid in full.

You will pay a deductible of one hundred (\$100) dollars during the Term of the Contract for each covered and authorized Claim.

F. TERM

The Term begins on the Effective Date stated on Your Registration Page and upon receipt of Your payment of the Agreement Purchase Price on or before the Effective Date. The Service Contract will expire upon the Expiration Date stated on Your Declaration Page.

Renewal. The Term begins on the Effective Date upon the elapse of the prior Service Contract Term and upon receipt of Your Payment of the Agreement Purchase Price prior to the elapse of the Term of the prior Contract. The Service Contract will expire on the Expiration Date unless cancelled (see Section G. CANCELLATION).

Should there be any updates/changes to the terms and conditions of this Service Contract, such updates/changes will be applicable to new and renewed Service Contract only, and not any existing Contract. Following the expiration of the initial Term for which this Contract is issued, We may cancel this Service Contract, or not provide a renewal, if there has been a change in laws or regulations that has a material effect on Our business or Our ability to fulfill obligations under this Service Contract.

G. CANCELLATION

The right to cancel this Contract is not transferable and shall apply only to the original purchaser of the Agreement.

Cancellation by You: You may cancel this Service Contract at any time by notifying Us or the Administrator in writing. If You cancel this Contract within the first thirty (30) days following the date You ordered the initial Contract, or within the first thirty (30) days of renewal of this Contract, (the "First Thirty (30) Days") for any reason and shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received, and less an administrative fee of forty-five dollars (\$45). If You cancel after the First Thirty (30) Days, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages, and/or benefits received, and less an administrative fee of forty-five dollars (\$45).

Cancellation by Us: This Service Contract may be canceled by Us and/or We can refuse to renew the Service Contract at any time for the following reasons: (a) the nonpayment of Agreement Purchase Price; (b) mutual agreement of Us and You; or (c) fraud or misrepresentation by You and/or Your representative of facts material to issuance of this Service Contract. If You and/or Your representative either threatens to harm or actually harms the safety or well-being of (i) Us; (ii) any of Our employees; (iii) a Service Provider; or (iv) any of Our or the Service Provider's property, You will be in breach of this Agreement, and We may refuse to provide service to You and may cancel this Agreement. If We cancel this Agreement for any of the reasons listed herein, other than Your nonpayment, You shall be entitled to a pro-rata refund of the paid Agreement Purchase Price for the unexpired Term, less: (a) an administrative fee of forty-five dollars (\$45); and (b) any service (and claims) costs that were incurred by Us. If this Agreement was inadvertently sold to You on a product which was not intended to be covered by this Agreement, We will cancel this Agreement and will refund one hundred percent (100%) of the total Agreement Purchase Price paid by You.

H. ELIGIBILITY

To qualify for coverage under this Service Contract, the Covered Vehicle must: (i) be in proper working order and free of any Pre-Existing Condition as of the Effective Date. All covered components must be fully operational, mechanically sound, and capable of performing their intended function without abnormal noise, leak, vibration, or warning indicators; (ii) must be no greater than fifteen (15) years old from the manufacturing date; (iii) have been maintained in accordance with the manufacturer's recommended service schedule. The Administrator may request proof of maintenance, including receipts, service records, or digital logs, as a condition of eligibility and Claim; (iv) be used solely for personal, recreational purposes unless an applicable Commercial or Farm Use Add-On has been purchased; (v) not contain modifications or aftermarket components that alter its performance, suspension, drivetrain, electrical system, or emissions characteristics unless such modifications are disclosed at the time of purchase and approved by the Administrator. Lift kits, snorkels, oversized tires, performance tuners, and non-OEM electrical accessories may affect eligibility unless specifically covered by optional Add-On has been purchased; and (vi) have a valid title, registration (where applicable), and legible VIN/HIN. Salvage, rebuilt, branded, or non-repairable units are not eligible for coverage. Eligibility is confirmed by the Selling Retailer or Selling Dealership at the time of sale.

The Selling Dealership must verify that the Covered Vehicle meets all eligibility requirements and accurately list the Vehicle information on the Registration Page. The Administrator may require a pre-purchase inspection. If required, coverage becomes effective only after the inspection is completed and approved. Any condition identified during inspection is excluded from coverage.

I. LIMITS OF LIABILITY & GENERAL CONDITION

1. This Service Contract provides coverage for the Breakdown of only the Covered Component listed in Section D. COVERAGE.
2. Subject to the specific item limitations listed above in Section F. COVERED ITEMS all limitations are less the Deductible fee applicable for the corresponding Covered Item.
3. We will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a covered repair, not to exceed the labor time listed in a nationally recognized parts and labor guide. Diagnostic time will not be paid for those conditions where the proper repair is readily apparent to the normal senses of sight, touch, smell, and/or sound, or not a covered repair.
4. For any one repair visit, all Cost paid or payable shall not exceed the JD Power Motorcycle/Snowmobile/ATV/Personal Watercraft Appraisal Guide (JD Power) or the actual cash value of Your Vehicle at the instant prior to the Breakdown.

The aggregate total of all benefits paid or payable during the Term of this Service Contract shall not exceed the price You paid for Your Vehicle. If the JD Power Guide vehicle valuation is not available, not widely recognized or not commonly used in the geographic area, We may use another market retail valuation method.

5. We have the option to select new, rebuilt, aftermarket, or used components when authorizing repairs and/or replacements.
6. We reserve the exclusive right to decide between providing pre-approved customer reimbursement of repair costs, payment back in lieu of repair, or replacement of the Covered Component(s) or Vehicle. The amount of such payment shall be equal to the approved cost of repair or the estimated cost of replacement less the Deductible. This amount will be established by Us at Our sole discretion, based on what We would have spent on the repair or replacement of the Item in question which may be less than retail or at actual cost and the age and physical condition of the Covered Component(s) or Vehicle as it applies when determining depreciation value for cash disbursements. Acceptable proof of Your actual product documentation supporting that the Covered Component(s) or Vehicle in question has been repaired or purchased and replaced must be presented to Us prior to receiving customer reimbursement. Should We choose to replace an Item, the replacement will be of similar mechanical, electrical, or electronic capabilities to the original Covered Component(s) or Vehicle, perform the same primary function, and will have a capacity comparable with the Covered Vehicle, when available with comparable assembled units, when available. We are not responsible for like-for-like replacement of Covered Component(s) if the Vehicle contains any features that do not contribute to the Vehicle's primary function. We are not liable to provide an exact match in the color, lot, type, dimensions, model, or brand. When replacing a Covered Component(s) or Vehicle, We will not be responsible for the installation of the replacement or the cost of the construction, modifications, or transitional work made necessary to accommodate the replacement, nor for any costs to upgrade or modify items for any reason. Once We provide customer reimbursement or replace the Covered Component(s) or Vehicle, coverage for that Covered Component(s) or Vehicle will be deemed fulfilled for the remainder of the Agreement Term. In cases where parts are not readily available, Our obligation is limited to cash, in lieu of the repair or replacement, for the cost of the repair or the remainder of limits outlined in Section D (COVERAGE) and Section I (LIMITS OF LIABILITY & GENERAL CONDITIONS). Please note all pre-approved customer reimbursement of Covered Item repair costs or payment back in lieu of repair or replacement is subject to the limitations outlined in Section D (COVERAGE) and Section I (LIMITS OF LIABILITY & GENERAL CONDITIONS).
7. We reserve the right to reject any Vehicle Service Contract Application. We do not provide coverage for any vehicle not originally manufactured to U.S. specifications, commonly known as grey market vehicles, salvaged vehicles, or factory buybacks.
8. Your Vehicle's odometer MUST always display and function, regardless of Your Vehicle's mileage limitations. If there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then Your Service Contract is void. An inoperative cluster, odometer, and/or odometer display also voids the Service Contract. Upon discovery by Us, We will cancel Your Service Contract and issue a prorated refund, less claims paid or authorized for payment.
9. If, at any time, it is determined Your Vehicle is altered or modified from original manufacturer's specifications, We could consider this a material misrepresentation, unless Your Vehicle has You have purchased optional Add-On for the specific alteration and/or modification. Upon discovery by Us, We will cancel Your Service Contract and issue a prorated refund less claims paid or authorized for payment.
10. You are responsible for properly maintaining the vehicle in accordance with manufacturer's specifications and to protect against further damage caused by continued operation or damage from overheating.
11. Coverage is limited to the repair or replacement of any Covered Component found to be defective beyond manufacturer's specifications, including failures resulting from normal wear and tear.
12. You must provide Your Vehicle Identification Number (VIN) or Contract Number when contacting Us. You agree You will cooperate with the processing of any claim. Your failure to cooperate is cause to reject, terminate, or cancel the claim and the Service Contract.
13. During Your ownership, You must retain all Vehicle maintenance/repair records for review by Us upon request. You are responsible for properly using, maintaining, and caring for Your Vehicle. Evidence of the performance of the required maintenance must be kept and presented as proof of such maintenance in connection with related repairs covered by this Service Contract. An example of what You will need to support proper maintenance would be repair invoices, receipts, and other such records. **FAILURE TO PROVIDE SUCH EVIDENCE, OR FAILURE TO PROPERLY**

MAINTAIN THE VEHICLE IN ACCORDANCE WITH YOUR OWNER'S MANUAL, MAY DISQUALIFY YOU FROM COVERAGE.

14. We are not liable to match specific features, dimensions, colors, or brand names. Once We provide repair, replacement, and/or reimbursement, coverage for that item will be deemed fulfilled for the remainder of the Contract Term. **In cases where parts are not readily available, Our obligation is limited to cash, in lieu of the repair or replacement, not to exceed the cost of the repair or the remainder of limits set forth herein, whichever is less. Please note that all pre-approved reimbursement of itemized costs or payment back in lieu of repair, or replacement is subject to the limitations set forth in this Contract.**

J. EXCLUSIONS

The following items listed below are excluded from coverage under this Service Contract. Please Note: Any "Examples of not covered" are not meant to be all-inclusive and are provided for illustration purposes only. They do not limit our right to decline coverage for items and conditions not specifically mentioned within the Example and should not in any way be deemed an expansion of our coverage (Section D. COVERAGE).

1. Component failures occurring before We receive and approve the Application are not covered.
2. Pre-Existing Conditions.
3. Any repair done without prior authorization from Us.
4. We do not provide any coverage for Your Vehicle if the diagnosis determines there is no Breakdown or the Breakdown is not covered by this Contract. You will be responsible for all charges, including access, diagnosis, and repair(s).
5. We do not provide any coverage for vehicles modified or altered AT ANY TIME beyond original manufacturer's specifications with or without Your knowledge, including but not limited to the following modifications: lift kits (unless You have paid the OPTIONAL LIFT COVERAGE); lowering kits; emission/exhaust; and engine.
6. If You authorize or perform any improper alterations, installations or repairs or improperly modify any item covered by this Agreement, or damage it in the course of remodeling or repair, We will no longer be obligated to cover such components and/or parts.
7. Diagnostic and tear-down charges for non-covered repairs.
8. Damage from failure to protect Your vehicle after warning indicators illuminate.
9. Repairs performed due to improper diagnosis and damage resulting from any previous improper repair.
10. Fluids, refrigerant, filters, other consumables, parts and labor required for the proper maintenance and operation of the Vehicle in accordance with Your manufacturer's requirements and owner's manual.
11. Damage from conditions of the environment, including rust and corrosion.
12. Damage resulting from failure to maintain Your Vehicle according to Your manufacturer's maintenance requirements.
13. Damage or failure caused by carbon, sludge, water ingestion, or chemical build up due to battery failure.
14. Fluid leaks and damage caused by fluid leaks.
15. We do not provide any coverage if, at any time, the Vehicle has/had an inoperative cluster, odometer, and/or odometer display, regardless of if repaired.
16. We will not be responsible or liable for delays or any time lost or any inconvenience caused by the loss of use of Your Vehicle; any of the exclusions listed herein; shortages of labor and/or materials and parts; delays in shipping or delivery of parts; or any other cause beyond reasonable control; the quality of the repair by the Repair Facility or for any other incidental or consequential damages, including without limitations personal and/or property damage You may have (unless You have paid the OPTIONAL PAYMENT PROTECTION COVERAGE, subject to applicable limitations). In no event shall We or any of Our associates be held liable for any personal injury, death or extraneous damages directly or indirectly caused by any item covered by this Contract.
17. Vehicles used for commercial purposes (unless You have paid the OPTIONAL COMMERCIAL OR FARM USE COVERAGE, subject to applicable limitations).
18. Vehicles with emergency lighting regardless of color, including but not limited to police, fire, emergency service including emergency and non-emergency transport; tow trucks; and sanitation.
19. Clutch related items (unless You have paid the OPTIONAL CLUTCH COVERAGE, subject to applicable limitations).
20. We do not cover failures which may result from other causes, such as without limitation: abuse or misuse; accident; improper installation; improper or insufficient maintenance; failure to clean; neglect; lightning strikes; missing

parts; animal, pet and/or pest damage; casualty; Acts of God; flood; smoke; earthquake; freeze damage; fire; electrical failure or surge; water damage; storms; war; nuclear explosion; acts of terror; reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property.

21. Parts are not covered if they are: illegal or in violation of applicable laws and/or regulations; mismatched (including but not limited to incompatible components with different capacity ratings, and/or different brands); modified from the original manufacturer design or application; under factory recall due to manufacturer defect or class action lawsuit; and/or improperly installed.
22. We do not cover upgrading or making modifications to the Vehicle due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; power failure and/or surge; failure to meet industry code(s); and/or failure to comply with local, state or federal laws or regulations.
23. We do not cover fees associated with the removal and disposal of old parts and components.
24. We do not cover additional fees the Service Provider may charge related to additional services or additional equipment required to repair or replace the Covered Vehicle.

K. GENERAL PROVISIONS

1. **Transfer of Agreement.** In the event of assignment or transfer of title of the Covered Vehicle, this Service Contract may be assigned and/or transferred at Our discretion to the new owner of the Covered Vehicle. If You'd like to transfer ownership of Your Service Contract, please contact the Administrator and they will facilitate the transfer to ensure there is no lapse in service. A transfer fee of fifty dollars (\$50) will apply.
2. **Waiver.** Should We waive or choose not to exercise any of our contractual rights, such waiver will not constitute a future waiver of said rights.
3. **Agreement Issuance.** We reserve the right to refuse the issuance of a Service Contract prior to the Contract Effective Date without reason and issue a refund of paid Agreement Purchase Price.
4. **Abuse of Agreement.** Any abuse of this Contract by You including, but not limited to, seeking repair of Covered Asset not belonging to You, may result in termination of this Service Contract.
5. **Disclosure.** The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for Us, the Issuing Company, and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.
6. **Entire Agreement.** This Service Contract constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreement and understandings of the parties hereto, oral or written, with respect to the subject matter hereof. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.
7. **Severability.** If one or more provisions of this Contract are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Contract and the balance of this Contract shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
8. **Titles and Subtitles.** The titles of the paragraphs and subparagraphs of this Contract are for convenience of reference only and are not to be considered in construing this Contract.
9. **Guaranty:** Our obligations under this Service Contract are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

L. STATE SPECIFIC DISCLOSURES

Regulation of service contracts may vary widely from state to state. Any provision within this Service Contract, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Contract terms and conditions to the contrary.