

MOTORCYCLE/ SNOWMOBILE/ ATV EXTENDED SERVICE AGREEMENT (ESA) BY XYNAMIX/ MARATHON

All Programs Are \$50 Deductible

Application Number _____

Customer Name		Lender	
Address		Address	
City	State	Zip	
Phone		Phone	
Dealer/ Obligor		Motorcycle Class	
Address		Factory In-Service Date	
City	State	Zip	
Phone		Contact	
		Term	
		12 Months	
		24 Months	
		36 Months	
Motorcycle Make		Model	
Year		CC's	
VIN Number			
Purchase Date		Purchase Miles/Hours	
		Coverage (Must Be 9 or Less Model Years Old)	
		Type	
		Options	
<p>I, the undersigned, understand that this Extended Service Agreement ("ESA") Application, along with the attached terms and conditions, become my ESA subject to verification of all relevant facts by the Administrator. I understand that the Administrator may reject this ESA if any of the above information is incorrect or if my motorcycle is not eligible for the term or coverage written as determined by the Administrator in its sole discretion. I have read, understand, and agree to the terms and conditions of this ESA. I understand that the purchase of this agreement is not required to purchase, lease, or obtain financing for a motorcycle.</p>			
Customer Signature		Date	
		\$	
		Contract Purchase Price	
		Dealer Representative	
		Date	

Administered by: XYNAMIX FINANCIAL, INC., 16140 North Arrowhead Fountain Center Drive, Suite 101, Peoria, Arizona, 85382 as agent for MARATHON ADMINISTRATIVE COMPANY, 1716 Corporate Crossing, Suite 2, O'Fallon, IL 62269. Please call (866) 450-9277 for claims or other administrative services. Our fax number is (623) 776-1007.

Motorcycle/Snowmobile/ATV Extended Service Agreement (ESA) Coverage Terms and Conditions
SECTION ONE – DEFINITIONS

These key terms in the ESA have the following meanings:

Administrator: XYNAMIX FINANCIAL, INC., 16140 North Arrowhead Fountain Center Drive, Suite 101, Peoria, Arizona, 85382 as agent for MARATHON ADMINISTRATIVE COMPANY, 1716 Corporate Crossing, Suite 2, O'Fallon, IL 62269. Please call (866) 450-9277 for claims or other administrative services. Our fax number is (623) 776-1007.

Cost: The usual and fair charges for parts and labor needed to repair and/or replace parts covered by Your ESA. Replacement parts will be of the same like kind and quality as the covered part(s) and may include Original Equipment Manufacturer's (OEM), Remanufactured or Recycled Parts at the discretion of the Administrator. Parts and labor charges shall not exceed the time or price as stated by an industry recognized labor time or materials guide as determined at the sole discretion of the Administrator. Only the authorized portion or amount of the claim will be paid by the Administrator. All parts and/or labor charges not pre-authorized will not be paid by the Administrator.

Deductible: The amount You must pay for covered repairs per repair visit as shown on Your Application Page.

Diagnostic Time: The time required to determine the cause and extent of the Failure. Diagnostic time will be determined using an industry recognized national labor time guide or at the sole discretion of the Administrator.

Effective Date and Mileage: Your Effective Date and Mileage are the ESA Issue Date and Issue Date odometer mileage.

Extended Service Agreement ("ESA"): The Agreement You have with Us.

Failure: Breakage or total failure of a component/part, making that component/part incapable of performing the function for which it was designed and utilized in normal use, when properly cleaned, serviced and maintained. Breakdown does not include the gradual reduction in operating performance caused by normal wear or usage of components/parts, normal wear and tear on covered components/parts that have not experienced a Breakdown, or damage caused by breakage or functional failure of non-covered components/parts.

In-Service Date: The date the Motorcycle was purchased by the original owner or the date the Motorcycle was placed in use for rental, drivers' education, company/executive or demonstration purposes, whichever occurs earlier. The Manufacturer records this date.

Labor Hours: The time required to repair/replace a covered part. Labor hours will be determined by using an industry recognized labor time guide, if available; otherwise, labor hours will be at the sole discretion of the Administrator.

Manufacturer/ MFR: The company that designed and built Your Motorcycle, Snowmobile, or ATV.

Motorcycle/Snowmobile/ATV: The motorcycle, snowmobile, or ATV that is described on Your Application Page. Any reference to "Motorcycle" within this document also refers to "Snowmobile" or "ATV", if applicable.

Obligor: The dealer or other entity that sold you this ESA as shown on the Dealer/Obligor section on the Application/Registration page of this ESA.

Odometer Miles: The actual miles/hours the Motorcycle has traveled as recorded on an unaltered odometer/clock.

Pre-existing Condition: A component part or assembly that has failed or is reasonably assumed to have been in the process of failing prior to the Effective Date and/or Mileage of Your ESA.

Reimbursement/Payment: The amount of monies for parts and/or labor authorized by the Administrator at the time of repair less any deductible. The Administrator is not responsible for any parts and/or labor proven to be previously authorized or paid in error.

Repair Facility or Repairer: Any licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than industry standard. All Repairers must receive authorization from the Administrator prior to any repair being performed.

Warranty: Any warranty of the Manufacturer or a Repairer's guarantee. In the event there is any Warranty applicable to the Motorcycle and/or component covered by Your ESA, then You may not make a claim against Us, whether you collect on Your Warranty or not.

We, Us, or Our: The Administrator and/or obligor/issuer of this ESA program.

You or Your: The purchaser or lessee shown on Your ESA Application Page or a person to whom the ESA may be properly transferred.

SECTION TWO – GENERAL

The Coverage, including time limitations shown on the Application page, along with these terms and conditions shall become Your entire ESA. This ESA is for the sole benefit of the purchaser/lessee named on the Application Page and applies only to the Motorcycle described therein. We do not authorize any other person or entity to assume for Us any other obligations or liabilities in connection with the Motorcycle covered hereunder except those obligations and liabilities stated in this ESA. The aggregate limit of liability for the term of Your ESA shall not exceed the wholesale (trade-in) Motorcycle value at any time as determined using NADA, Kelley Blue Book, or other industry recognized guides at the sole discretion of the Administrator. When You purchase this ESA, all components of Your Motorcycle must be operating properly and in accordance with the manufacturer's specifications to qualify for coverage. As a condition precedent to Our obligation to repair or replace covered components/parts or for payment of any benefits or services afforded by Your ESA, You shall have complied with all of the terms and conditions of Your ESA. A Licensed Repairer shall perform the repair or replacement of covered components/parts. The decision to repair, replace or ship in covered components/parts shall be made at the Administrator's sole discretion. The Administrator shall have the right to move the Motorcycle to a Repair Facility of its choice. All authorized repairs must be completed at the time of authorization. Submission for payment or reimbursement for authorized repairs must be received within thirty (30) days from the date the repairs were completed in order to be paid. All invoices submitted for reimbursement must have the year, make, model, complete VIN number and mileage of the Motorcycle along with Your ESA Application number and repair authorization number. As to any and all claims made by You for payment by Us under this ESA, we reserve the right to have an inspection of Your Motorcycle done by an independent inspector before we accept any claim or have any obligations under this ESA to make any payment to You or to pay for any repairs. If more than one inspection is ever required/requested, the Administrator reserves the right to require You to pay for any additional inspection. If You have the right to recover from any other party for anything We have paid under Your ESA, Your rights will become Our rights. You shall do whatever is necessary to enable Us to enforce these rights of recovery. We shall recover only the excess amount after You have been compensated for Your Deductible.

Notice: Our performance under this contract is insured separately by an insurance policy issued by American Resources Insurance Company, Inc., 1111 Hillcrest Road, Mobile, AL 36695; 800-826-6570. If any valid claim is not paid within sixty (60) days after it is reported, you may make a direct claim against American Resources Insurance Company, Inc..

This ESA is the total and complete agreement between Us and You. It replaces and supersedes, and is controlling as to any and all e-mail, telephone conversations or other correspondence between Us and You.

SECTION THREE – COMPONENT COVERAGE (EXCEPT FOR THE ITEMS LISTED IN SECTION FIVE: “WHAT IS NOT COVERED BY THIS ESA”)
(ONLY THOSE PARTS LISTED BELOW ARE COVERED. ANY PARTS NOT LISTED ARE NOT COVERED.)

- 1. ENGINE** – Valve covers, valves, valve springs, valve push rods and lifters, intake manifolds, exhaust manifolds, oil pump, fan motor, reed valves, reed blocks, engine mounts, cylinder heads, pistons, piston rings and pins, crankshaft, main bearings, connecting rods, rod bearings, flywheel, camshaft, camshaft bearings, timing gears, timing chains, timing belts, rocker arms, seats and guides, water pump drive, diaphragms, recirculation pump and shrouds. The engine block, crankcase and cylinder barrels are covered only if damaged by Failure of a covered part.
- 2. COOLING SYSTEM** – Impeller shaft, bearings, bushings, housings, cooling fan motor, fan shaft and bearings, heat exchanger and radiator.
- 3. TURBOCHARGER** – Vanes, shafts, bearings, bushings and waste gate. The housing is covered only if damaged by Failure of a covered part.
- 4. TRANSMISSION** – Gears, bearings, internal drive selector mechanism and transmission mounts. The transmission case is covered only if damaged by Failure of a covered part. The clutch assembly and cable are not covered.
- 5. PRIMARY DRIVE** – Gears, bearings, drive chains, stationary and moveable sheaves, bushings, outer cap and internal selector mechanism. The primary drive case is covered only if damaged by Failure of a covered part. The clutch assembly and clutch hub assembly are not covered.
- 6. DRIVE AXLE ASSEMBLY** – Axle and drive sprockets, differential housing, final drive housing, axle shafts, constant velocity joints, universal joints, drive shafts, locking hubs, hub bearings, locking rings and supports.
- 7. SUSPENSION** – Axle, struts, springs, bushings, bearings, swing arm, rollers, axle and drive sprockets, and swing arm shaft. The front fork tubes and front hub are covered only if damaged by Failure of a covered part.
- 8. STEERING** – Steering stem bearings and bushings, handle bar, steering stem nut, rod ends, drag link/steering link ends and spindle bushings. The stem shaft is covered only if damaged by Failure of a covered part.
- 9. BRAKES** – Brake backing plates, brake hubs, calipers, master cylinder assembly, hydraulic lines and fittings, drum brake-actuating cam, brake hoses and secured hardware.
- 10. ELECTRICAL** – Alternator, starter assembly (only if motor contains factory installed compression release valve), manually operated switches, cooling fan, ignition coils, rectifier, stator assembly, rotor assembly, CDI control box, electronic ignition control module, magneto, electronic fuel injection control module and voltage regulator. The wiring harness is covered only if damaged by Failure of a covered part.
- 11. GAUGES** – All mechanical and electronic factory instrumentation and electronic instrument sensors.
- 12. FUEL SYSTEM** – Petcock, metal fuel lines and fittings, fuel pump and housing, diaphragms, springs, valves, actuating lever, fuel tank, choke, choke cables, fuel injectors and fuel injection metering system.
- 13. TOURING BIKES ONLY**– Digital dash components, control cables, factory installed sound system (excluding speakers), fairing hardware (includes brackets, switches, covers, latches, and hinges), saddle bag/travel trunk latches, hinges and mounting hardware.
- 14. CHAIN CASE (SNOWMOBILES ONLY)** – Upper and lower chain sprockets, adjustable tensioners, roller chain, silent chain, chain case, reverse gear and gearbox (excluding shifter mechanism).
- 15. SECONDARY DRIVE (SNOWMOBILES ONLY)** – Stationary and moveable sheaves, cam assembly, secondary shaft and bearings.
- 16. OIL INJECTION (SNOWMOBILES ONLY)** – Oil injection drive gear, oil tank, oil level sensor, metal oil lines, oil injection pump and oil injection-metering system.
- 17. SEALS AND GASKETS** – “New On-Road” Coverage – Failed seals and gaskets are covered. Seepage of seals and gaskets is not covered. All Other Coverage Types – Seals and gaskets are covered only in conjunction with the repair of above listed covered components. Failed seals and gaskets by themselves on the above listed components are not covered. Seepage of seals and gaskets is not covered.
- 18. OPTIONAL HONDA, KAWASAKI, KTM, SUZUKI, OR YAMAHA WITH “AFTERMARKET” OR “PERFORMANCE PARTS”** (Must be purchased if applicable) (This Optional Coverage is automatically included on all other Motorcycles) – If Your Motorcycle is equipped with performance or aftermarket parts, and You purchase this optional coverage, we will waive the specific exclusion listed in Section Five – Paragraph U. relating to these parts, providing that the installation of these parts is done correctly and the specific parts are designed for use on Your Motorcycle. Should You add any of these parts after the issue date to Your Motorcycle and You have not purchased this optional coverage, it is Your responsibility to contact the Administrator and purchase the optional coverage at the then applicable rate in order for Your Motorcycle to qualify for this coverage. If we discover that Your motorcycle has these parts and You file a claim and have not paid for this option, we reserve the right to reduce payment of Your claim by the then applicable option price.

SECTION FOUR – MAINTENANCE REQUIREMENTS

KEEP ALL MAINTENANCE RECEIPTS AND RECORDS from your Motorcycle purchase date. The Administrator may require verifiable receipts to ensure that You have properly maintained Your Motorcycle. A verifiable receipt must include Your name; year, make, and model of Your Motorcycle; and date and odometer mileage at the time of service. If You perform Your own maintenance, keep all receipts for the purchase of oils, filters, and other parts purchases, along with a log indicating the mileage and date at the time You performed the maintenance. **YOUR FAILURE TO PROVIDE PROOF OF MAINTENANCE ON REQUEST MAY RESULT IN DENIAL OF THE COVERAGE AFFORDED BY YOUR ESA.**

SECTION FIVE – WHAT IS NOT COVERED BY THIS ESA

YOUR ESA DOES NOT PROVIDE COVERAGE FOR, OR APPLY TO, THE FOLLOWING CONDITIONS:

- A. Physical damage;** glass, lenses, fuses, fiber optics, burned out lights, lamps, bulbs, LED’s or any other illumination device; bright metal; sealants, caulking tubes, nuts (except those that are specifically covered), fasteners or retainers (e.g. bolts, clips, screws, pins, studs, brackets, clamps, rivets, snap rings, etc.); paint; rust; upholstery; plastic or plastic-like items such as but not limited to: plastic valve covers or intake manifolds, tanks; consoles; keys or key chips; any remote devices; rubber or rubber-like items; structural framework; welds (except those that are specifically covered); materials/shop supplies, hazardous waste/disposal charges and other maintenance parts and services; exterior ornamentation; command center modules; water leaks; wheels; wheel balancing; valve stems; tires; all aftermarket parts and accessories whether installed by the manufacturer or not including but not limited to CB Radios, cellular phones, and audio systems.
- B. Service adjustments,** reprogramming and cleaning, suspension alignments, coolant flush, lubricants, battery, battery cables, belts, hoses (except those that are specifically covered), spark plugs, spark plug wires, filters, any failed parts due to dry rot, tears or corrosion, shock absorbers, brake linings/shoes, brake pads, rotors, drums, brake hardware kits, clutch plate/lining, linkage/hydraulic cylinders, pressure plate, flywheel, throw-out bearing, pilot bushing, exhaust and emission systems, repairs to retrofit or replace components due to compliance with any federal/state law or regulations.
- C. Repairs or replacements** that did not have Prior Authorization from the Administrator, except Emergency Repairs (see Section Seven under “EMERGENCY REPAIRS”).
- D. Pre-existing conditions.**

- E. Any failure caused by misuse; abuse; negligence; lack of maintenance required by the manufacturer's maintenance schedule for Your Motorcycle (see Section Four under "MAINTENANCE REQUIREMENTS"); improper servicing by You after the Effective Date of Your ESA; sludge build-up, gum/varnish, carbon, corrosion, rust, contamination or lack of proper and necessary amounts of fuel, coolant or fluids/lubricants. Failures attributed to loosened bolts or other fasteners.
- F. Repairs to seized or damaged engines due to contamination or the continued operation of your Motorcycle without sufficient lubricants or coolant. Subsequent damage to covered components/parts due to Your Failure to protect Your Motorcycle once a Failure occurs or when audible noises, warning lights/gauges/sensors indicate(s) a problem exists. You are responsible for making certain that the oil and temperature-warning lights/gauges/sensors are functioning properly. You must immediately cease operation of Your Motorcycle to prevent any further damage when any audible noises, warning lights/gauges/sensors indicates inadequate protection or performance.
- G. The cost of teardown or disassembly, reassembly, fluids, oils, additives, coolant and lubricants if it is determined that the Failure was not caused by a covered component/part Failure.
- H. Any Failure caused or attributable to You using or if You have used Your Motorcycle in a manner not recommended by the Manufacturer.
- I. Any Motorcycle that has been used or is currently being used for any form of competitive driving or racing, commercial use or rental, police, emergency service (including crowd control and the like).
- J. Any Motorcycle that has been issued a branded title (e.g. salvage, theft, or flood).
- K. Loss caused by natural occurrence or disaster, larceny, explosion, fire, smoke, water, salt, freezing, vehicle collision/accident or upset, falling objects, breakage of glass, vandalism, environmental damage, riot or civil commotion, acts of war or bodily injury and property damage arising from or allegedly arising from a covered Failure.
- L. Any Failure occurring outside of the United States or Canada or while Your Motorcycle is being used without Your express permission and consent.
- M. Repair/replacement of a covered component/part as the result of a Failure by a non-covered component/part.
- N. Repair/replacement of a non-covered component/part when damaged as the result of a Failure by a covered component/part.
- O. Any covered part which has not Failed, but which a Repair Facility recommends to be replaced. This includes seepage of seals and gaskets.
- P. Repairs due to a misdiagnosis, incomplete diagnosis, or any damage resulting from or attributable to any improper previous repair(s).
- Q. Any reimbursement for loss of time, inconvenience, loss of Motorcycle use, loss of profits, storage charges, telephone calls, special freight charges incurred in obtaining parts, lodging and meals or any other consequential damage.
- R. Any repair/replacement that is the direct result of a mechanical/structural defect for which the Manufacturer has issued or announced a recall, technical bulletin (TSB), or any other announcement for the purpose of correcting such defect, or for the repair to any component/part covered by a Federal Emission Warranty. Repair or replacement of any components/parts while covered by any Warranty (Manufacturer's or Repairer's) or Insurance policy.
- S. Damage caused by Pre-ignition detonation, pinging, improper/contaminated fuel or improper engine adjustments. Any repair for the purpose of correcting engine compression or oil consumption when a Failure has not occurred. Burned/ worn valves/guides, valve grinding, worn rings and burned pistons are not covered.
- T. Any components, parts, or costs involved with updating or retrofitting Your Motorcycle, or due to product changes, lack of product availability or government regulations.
- U. Any Motorcycle that has had modifications made to it whether installed before or after the Effective Date and Mileage of your ESA if such modification is determined by Us to materially increase the mechanical stress of the motorcycle.
- V. Any failure attributable to pulling a trailer if determined that the Motorcycle was not properly equipped as recommended by the Manufacturer. Any Failure caused or attributable to You using or if You have used Your Motorcycle in a manner not recommended by the Manufacturer.
- W. Driving on tires that are deflated or improperly inflated, tires transferred from another Motorcycle, and damage to tires that do not affect their performance or safety and tires not retained by You for inspection by the Administrator.
- X. Any component not covered by the Motorcycle manufacturer for the full term of the Motorcycle manufacturer's warranty.

SECTION SIX – CONVENIENCE BENEFITS

Administrator will provide pick-up and delivery service of up to sixty dollars (\$60) when a covered component fails.

SECTION SEVEN – MISCELLANEOUS RIGHTS, PROCEDURES & INFORMATION

A. CANCELLATIONS

You may cancel this ESA by notifying the Administrator in writing on Our cancellation form. We may cancel this ESA for the following reasons: Non-payment of the ESA or if the ESA was obtained through material mis-representation or fraudulent misconduct in submitting a claim. If we cancel this ESA as a result of fraud or material mis-representation, no refund will be due to You. If the ESA has been transferred and is subsequently cancelled, no party will be entitled to a refund. If Your ESA has been financed, the lien holder (funding party) may cancel this ESA for nonpayment or if Your Motorcycle has been declared a total loss or has been repossessed. It is Your responsibility to assure that Your account is always current. In the event of a cancellation, We will refund the lien holder or You, at Our discretion. If this ESA is cancelled within thirty (30) days from the ESA purchase date and no claims have been filed, You will be entitled to a full refund of the ESA purchase price paid. If this ESA is cancelled thereafter and/or a claim has been filed, an amount of the unearned ESA purchase price paid will be refunded according to a pro rata refund method. All cancellation refunds after thirty (30) days will have a seventy-five dollar (\$75) service charge deducted from any refunds that may be due to You (the ESA holder) or the lien holder (funding party). Additionally, where permitted, the total amount of all authorized claims will be deducted from any refund(s) due. Any finance administration fees paid previously included in the ESA purchase price will not be refunded. Please allow up to six (6) weeks from Our receipt of all required cancellation documentation to process Your request.

B. TRANSFERS

Your rights and obligations under Your ESA may be transferred one time and only to a subsequent private purchaser. Your ESA cannot be transferred if the title transfer passes through an entity other than the subsequent buyer or if Your Motorcycle is sold or traded to a dealership, leasing agency, or entity/ individual in the business of selling/leasing Motorcycles. All transfers must be initiated by the original ESA holder within thirty (30) days of the change of ownership to a subsequent private purchaser and are subject to a sixty dollar (\$60) administrative processing fee. Proof of transfer of the remaining manufacturer's warranty must be provided, if applicable.

C. ARBITRATION

Any and all claims, disputes and controversies arising under or relating to Your ESA, including without limitation, any claim of breach of ESA, negligent or intentional misrepresentation or nondisclosure in the inducement, execution or performance of any ESA and breach of any

alleged duty of good faith and fair dealing, shall be submitted to arbitration to an arbitration service chosen by the Administrator. Each party to the arbitration shall pay its own expenses. Each party shall pay arbitration service fees and arbitrator fees equally, unless the arbitrator rules otherwise. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction. The initiation or participation by any party in any judicial proceeding shall not be deemed a waiver of the right to enforce this arbitration provision, and notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration provision. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration provision, and the arbitrator shall have sole authority to award such fees and costs. Should any party to this ESA bring a legal action or judicial proceeding, regardless of the basis of such action, the parties agree that the jurisdiction and venue for such action shall be in the general courts of justice of Maricopa County, Arizona.

D. ESA INSURANCE

You are reminded that Your ESA is not an insurance policy. However, it is an insured ESA. In the event the Administrator fails to authorize covered repairs or pay authorized repair claims within sixty (60) days after all proper proof of loss documents have been filed with it, You are entitled to make a direct claim against American Resources Insurance Company, Inc..

F. EMERGENCY REPAIRS

In order for a repair to be considered an Emergency Repair by Us, the Failure and repair must meet each of the following four (4) criteria:

1. The Failure must prevent You from operating Your Motorcycle.
2. Our offices must be closed.
3. The Failure must be of a covered component of Your ESA.
4. The total cost of repair/replacement must not exceed Two Hundred Fifty Dollars (\$250.00).

In the event You need an Emergency Repair, You may follow these claim procedures without prior authorization:

1. You or the Repair Facility must call Us at 1-866-450-9277 the next business day to report the Emergency Repair and receive an authorization number.
 2. You must provide Us with proof of maintenance upon request.
 3. You must retain all parts, including but not limited to fluids and filters, etc. that You authorized the Repair Facility to replace. If We request it, You will bring Your Motorcycle and the parts You had replaced to a Repair Facility of Our choice for inspection.
 4. You must provide complete cooperation in the investigation of any Failure.
 5. You must provide Us with proof of the Failure (ORIGINAL RECEIPTS) within thirty (30) days of the authorized repair(s) for reimbursement.
 6. Your reimbursement will be for the usual and fair charges for parts and labor needed to repair/replace those covered by Your ESA. Replacement parts will be of the same like kind and quality of the covered components/parts being replaced.
- Reimbursement for a covered Failure will be made either to You or the Repair Facility in accordance with the Terms and Conditions of Your ESA. Reimbursement for authorized repairs will be made within thirty (30) days of Our receipt of all necessary documents.

SECTION EIGHT - SPECIAL STATE REQUIREMENTS AND/OR DISCLOSURES

The following Special State Requirements and/or Disclosures apply if this Agreement was purchased in one of the following states:

ALABAMA

Under **Section Seven A. - Cancellations**, the following provisions supercede those shown:

All cancellation requests made within thirty (30) days of the Contract Purchase Date will be eligible for a full refund, and will not be subject to a service charge. All cancellation requests made by You, after thirty (30) days of the Contract Purchase Date shall be subject to a twenty-five dollar (\$25) cancellation fee and will be pro-rated by the time or mileage from the Contract Purchase Date, whichever refund is less. In either case, if there is a pending or paid claim, that amount will be deducted from your refund. If we cancel this contract, we will mail to you written notice of cancellation at your last known address at least five (5) days prior to cancellation for any reason except cancellation for nonpayment or material misrepresentation. The notice shall state the effective date and reason for cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the contract to the administrator. The right only applies to the original purchaser.

Obligations of the provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy.

ALASKA

This contract does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the contract) and attorney's fees.

ARIZONA

Section Seven A. - Cancellations is amended to include the following:

YOU may cancel this CONTRACT at any time. If YOU cancel, YOU will receive a pro rata refund less an administrative fee not to exceed 10% of the amount of the pro rata refund. No claim incurred or paid shall be deducted from the amount to be returned. YOU will not be penalized or charged a fee for canceling this CONTRACT.

No coverage may be cancelled or voided by YOU due to acts or omissions of the service company; its assignees or subcontractors for their failure to perform the services or repairs provided in a timely, competent workmanlike manner.

The contract cannot be cancelled or voided by the service company or its representatives for the following reasons including by not limited to:

- a.) Pre-existing conditions;

- b.) Prior use or unlawful acts relating to the product;
- c.) Misrepresentation by either the service company or its subcontractors;
- d.) Ineligibility for the program, including gray market, high performance, and GM diesel autos.

ARKANSAS

The agreement you are buying is not required in order to purchase or finance a vehicle.

Under CANCELLATION OF AGREEMENT:

All cancellations are subject to a \$50.00 cancellation fee.

CONNECTICUT

Connecticut Public Act 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with a sale price of \$3000 but less than \$5000

Provides coverage for 30 days or 1,500 miles, whichever occurs first.

Used Vehicles with a sale price of \$5000 or more

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The Vehicle you have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverage and Exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

FLORIDA

Under TRANSFER OF AGREEMENT - The following is added:

We may charge you a transfer fee not to exceed \$40.00.

Under CANCELLATION OF AGREEMENT, the following provisions supercede those listed:

All cancellation requests made within sixty (60) days of the Contract Purchase Date will be eligible for a full refund less any claims paid on the agreement. All cancellation requests made after sixty (60) days of the Contract Purchase Date will be pro-rated by the time or mileage from the Contract Purchase Date, whichever refund is less, but not less than 90 percent of the unearned pro rata premium. In either case, if there is a pending or paid claim, that amount will be deducted from your refund.

GEORGIA

Under WHAT IS NOT COVERED the following is added:

The repair of valves and/or bearings that are within the manufacturer's acceptable specification limits or if the purpose of such is simply to raise the engine's compression when a mechanical breakdown caused by the failure of a covered part has not occurred. This is considered normal wear and tear, and not a mechanical breakdown. Also, no benefit is provided for a condition, which already existed when you purchased Your Vehicle, and was known to you, or for a mechanical breakdown, which occurred before You purchased Your Vehicle. There shall be no repair or replacement of any covered part if a breakdown has not occurred.

Pre-existing conditions must be known by You in order for Us to deny coverage to You for this reason.

Under CANCELLATION OF WARRANTY, the following provisions supercede those listed:

If this Agreement is canceled within the first sixty (60) days and no claim has been filed, we will refund the entire Agreement charge paid. If this Agreement is canceled after the first sixty (60) days or a claim has been filed, we will refund an amount of the Agreement charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administrative fee of 10% of the pro-rata refund amount will be applied if this Agreement is canceled by you. In the event of cancellation, if this Agreement is financed, the lien holder, if any, may be named on a cancellation refund check as their interest may appear. If you have canceled this Agreement and have not received the refund from the Administrator or Us within sixty (60) days of such cancellation, you may contact the Insurance Company identified on the Application.

The Contract Provider may only cancel the contract for fraud, material misrepresentation or non-payment. The cancel notice from the Contract Provider will be in writing and in compliance with O.C.G.A. § 33-24-44 of the Georgia Code.

Obligations of the provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy.

HAWAII

DEFINITIONS - The definition of Failure or Breakdown is deleted and replaced with the following:

Failure/Breakdown - Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

Under CANCELLATION OF WARRANTY the following is added:

A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of the contract to the administrator.

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with less than 25,000 miles at the time of sale.

Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used Vehicles with 25,000 miles or but less than 50,000 miles at the time of sale.

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used Vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale.

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle you have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverage and Exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

Obligations of the provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy.

IDAHO

Notice- Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association. Obligations of the provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy.

ILLINOIS

Under WHAT IS NOT COVERED, is amended to read:

For any repair or replacement of any covered part if a Failure has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a Failure.

Under CANCELLATION OF AGREEMENT – the following provisions supercede those listed:

All requests for cancellation shall be made to the Administrator. Upon request for cancellation, submit to the Administrator the following:

- 1.) A written request for cancellation that includes your signature,
- 2.) A statement of vehicle mileage at the time of cancellation,
- 3.) Proof of warranty purchase.

Upon receipt of the required information, we will:

a.) Calculate and determine the pro-rata refund percentage figure based on the time or mileage, whichever refund is less.

1.) If a request is made within thirty (30) days of purchase, a full refund will be allowed.

2.) If a request is made after thirty (30) days of purchase, a pro-rata refund percentage figure will be provided.

b.) All cancellations are subject to a fifty dollar (\$50.00) processing fee or 10% of the Agreement charge, whichever is less.

Our obligations to you are covered under a Service Contract Reimbursement Insurance Policy, issued by American Resources Insurance Company, Inc..

INDIANA

Your proof of payment to the issuing dealer for this Agreement shall be considered proof of payment to the Insurance Company, which guarantees Our obligations to You, providing such insurance was in effect at the time You, purchased this Agreement.

FOR IOWA RESIDENTS ONLY

If you have any questions regarding this Agreement, You may contact the Administrator by mail or by phone. Refer to the application for the Administrator's address and toll free telephone number. Iowa residents may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, Iowa 50319, 515-281-4441.

Obligations of the service company under this service contract are guaranteed under a reimbursement insurance policy. If the service company fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with the service company, the service contract holder is entitled to make a claim directly against the reimbursement insurance policy.

Under CANCELLATION OF AGREEMENT – the following is added:

A 10% penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the CONTRACT to the ADMINISTRATOR.

MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS AGREEMENT. Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with less than 40,000 miles at the time of sale

Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicle with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

The Vehicle you have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, you have elected to purchase this Agreement, which may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the Definition, Coverage, and Exclusions stated in this Agreement apply only to this Agreement and not the terms of the required dealer warranty.

MISSISSIPPI

Section Nine is modified as follows:

In the event of emergency repairs essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization, You may proceed with repairs, but payment will be made in accordance with this Contract.

Our obligations to you are covered under a service contract reimbursement policy, issued by American Resources Insurance Company, Inc.

MISSOURI

There shall be no fee for transferring this ESA to another individual.

NEBRASKA

Our obligations to you are guaranteed under the Vehicle Service Contract Reimbursement Insurance Policy issued by American Resources Insurance Company, Inc.

NEVADA

Under CANCELLATION OF AGREEMENT – the following provisions are added to or supercede those listed:

Your Cancellation Rights

Free Look Period

1. You may cancel your contract and receive a full refund of the purchase price if you have not made a claim under the service contract and if you returned the service contract to us:

- (a) within 20 days after the date that we mailed the service contract to you;
- (b) within 10 days after you received your service contract at the time of purchase.

We should refund the purchase price within 45 days after the service contract is returned. If we fail to refund the purchase price within that time, we shall pay you an additional ten (10) percent of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued amounts remain unpaid. We may not, under any circumstances, deduct paid or pending claims from a refund.

If you cancel the contract outside of the “free look period” described above, we will refund the unearned portion of the purchase price to you. The refund will be the lesser amount yielded by the following two computation methods. The first method is the pro rata method based upon the number of months of the TERM expired at the time of cancellation. The second method is the pro rata method based upon the number of miles driven from purchase date to date of cancellation. In addition, a service charge equal to the lesser of 10% of the CONTRACT price or \$25 will be charged. Please call YOUR selling DEALER for a quote.

If the purchase price of the service contract is financed and the loan has not been paid in full, we will provide the amount still owed to the lender with the balance being paid to you.

The following is added to the Agreement:
THIS AGREEMENT IS NOT RENEWABLE.

The following is added to the CANCELLATION OF AGREEMENT:
Our Cancellation Rights

If you are unable to obtain a refund from the Dealer, you may contact us for the refund.

We may cancel this Plan within the first 70 days for any reason. After this Plan has been in effect for 70 days, we may only cancel for one or more of the following reasons:

- 1. Failure by You to pay an amount when due.
- 2. Conviction of You of a crime, which results in an increase in the service required under this Plan.
- 3. Discovery of fraud or material misrepresentation by You in obtaining this plan, or in presenting a claim for service hereunder.
- 4. Discovery of an act or omission by You or a violation by You of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under this Plan.
- 5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

If **We** cancel this Plan, **We** will mail a written notice of cancellation to **you** at the last known address before the 15th day preceding the effective date of cancellation. A cancellation or administrative fee will not be charged if **We** cancel this Plan.

Under **TO FILE A CLAIM** - is modified as follows:

In the event of emergency repairs essential to public health, safety or welfare, and **You** are unable to reach the **Administrator** outside normal business hours to obtain prior authorization, **You** may proceed with repairs, but payment will be made in accordance with this contract.

Obligations of the provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy.

NEW HAMPSHIRE

In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (603) 271-2261.

NEW MEXICO

NOTE: This agreement is a service contract, not a contract of insurance.

Under **CANCELLATION OF AGREEMENT** the following provisions supercede those listed:

All cancellation requests made within thirty (30) days of the Contract Purchase Date will be eligible for a full refund of the purchase price. All cancellation requests made after thirty (30) days of the Contract Purchase Date shall be subject to a seventy-five dollar (\$75.00) cancellation fee and will be pro-rated by the time or mileage from the Contract Purchase Date, whichever refund is less. In either case, if there is a pending or paid claim, that amount will be deducted from your refund. We should refund the purchase price within sixty (60) days after the service Contract is returned. If We fail to refund the purchase price within that time, We shall pay You an additional ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued amounts remain unpaid.

No service Contract that has been in effect for at least seventy (70) days may be cancelled by Us before the expiration of the agreed term or one (1) year after the effective date of the service Contract, whichever occurs first, except on any of the following grounds:

Failure by You to pay an amount when due;

Conviction of You of a crime which resulting in an increase in the service required under the service Contract;

Discovery of fraud or material misrepresentation by You in obtaining the service Contract, or in presenting a claim for service thereunder;

Discovery of:

- a. An act or omission by You; or
- b. A violation by You of any condition of the service Contract, which occurred after the effective date of the service Contract and which substantially and materially increases the service required under the service Contract

No cancellation of a service Contract may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You.

NEW YORK

Section 198b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used **Vehicles** with less than 36,000 miles at the time of sale

Provides coverage for 90 days or 4,000 miles, whichever occurs first.

Used **Vehicle** with 36,000 miles or more but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used **Vehicles** with 80,000 miles or more but less than 100,000 miles at the time of sale provides coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** you have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the **Definitions, Coverage, and Exclusions** stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

Under **CANCELLATION OF WARRANTY**, the following is added:

If we cancel this contract, we will mail to you written notice of cancellation at your last known address at least fifteen (15) days prior to cancellation for any reason except cancellation for nonpayment or material misrepresentation. The notice shall state the effective date and reason for cancellation.

A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty days of return of the Contract to the Provider.

Obligations of the provider under this service contract are backed by the full faith and credit of the provider. The "provider" being Xynamix Financial, Inc., 16140 North Arrowhead Fountain Center Drive, Suite 101, Peoria, AZ 85382 as agent for Marathon Administrative Company, Inc., 1716 Corporate Crossing, Ste. 2, O'Fallon, IL 62269.

NORTH CAROLINA

Under **CANCELLATION OF WARRANTY**, the following provisions supercede those listed:

If this **Agreement** is canceled within the first sixty (60) days and no claims have been filed, **we** will refund the entire **Agreement** charge paid. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Agreement** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less an administrative fee of twenty-five dollars (\$25.00) or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the lien holder, if any, may be named on a cancellation check as their interests may appear.

The purchase of this **Agreement** is not required to either obtain financing or to purchase the item.

OKLAHOMA

Disclosure Statement: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

Under **CANCELLATION OF AGREEMENT** the following provisions supercede those listed:

All cancellation requests made within thirty (30) days of the Contract Purchase Date will be eligible for a full refund. All cancellation requests made after thirty (30) days of the Contract Purchase Date shall be subject to a refund of ninety percent (90%) of the pro rata unused portion of the premium paid by you. A service charge of ten percent (10%) of the pro rata refund amount will be applied if this contract is cancelled by you.

If We cancel this contract, Your refund will be based on 100% of the unearned pro rata premium.

If a lending institution has financed this vehicle and/or agreement, and the agreement is canceled, any refund will be made payable to the lending institution. All other refund checks are made payable to the selling vendor.

INSTALLMENT PAYMENT PROVISION

In the event that Your contract is being paid for via a Retail Installment Contract (or its equivalent) which is terminated for nonpayment, the expiration date and mileage of this contract will be modified to reflect the portion of the contract that You have paid for. The amended expiration date and mileage of this contract will be calculated on a pro-rata basis by adding the amount of time and mileage of this contract.

Under **TRANSFER OF WARRANTY** - this section is modified as follows:

No transfer fee is required for **Agreements** in Oklahoma.

RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used **Vehicles** with less than 36,000 miles at the time of sale Provides coverage for 90 days or 4,000 miles, whichever occurs first.

Used **Vehicles** with 36,000 miles or more but less than 100,000 miles at the time of sale provides coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** You have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by this law, You have elected to purchase this **Agreement**, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the Definitions, **Coverage**, and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

SOUTH CAROLINA

Under **CANCELLATION OF WARRANTY**, the following provisions supercede those listed:

If this **Agreement** is canceled within the first sixty (60) days and no claims have been filed, **we** will refund the entire **Agreement** charge paid. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **we** will refund an amount of the **Agreement** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. In the event of cancellation, the lien holder, if any, will be named on a cancellation check as their interest may appear.

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty five (45) days after return of the service contract to the provider. The right to cancel this contract applies to the original contract holder only.

Obligations of the provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy.

For disputed claims, South Carolina residents may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105 or call 803-737-6134.

TEXAS

This service contract may be voided by the contract holder within 20 days after the service contract has been mailed to the contract holder, or 10 days after the date of delivery if the service contract is delivered to the contract holder at the time of sale. The provider shall refund to the contract holder or credit to the account of the contract holder the full purchase price of the service contract, provided a claim has not been made under the service contract before its return to the provider. If the provider does not pay the refund or credit the contract holder's account before the 46th day after the date of the return of the service contract to the provider, the provider is liable to the contract holder for a penalty not to exceed 10% of the amount outstanding per month.

Notice: If YOU have unresolved complaints regarding your **CONTRACT** or questions regarding the regulation of Service Contract providers, YOU may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; 512-463-6599 or 800-803-9202.

Obligations of the provider under this Service Contract are insured under a Service Contract Reimbursement Insurance Policy issued by American Resources Insurance Company, Inc.

UTAH

Notice: Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association.

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the Provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company.

The following is added under **CANCELLATION OF AGREEMENT**:

If We cancel this Contract, We will mail written notice of cancellation to You at least ten (10) days before the effective date if this Contract is cancelled due to non-payment of the Contract selling price, or thirty (30) days prior to the effective date of cancellation if this Contract is cancelled for any other reason.

For emergency repairs, should a breakdown occur after the Administrator's normal business hours or on a national holiday, the pre-authorization requirement is amended. The Administrator must still be contacted the first working day following the breakdown. Failure to call within this time frame does not invalidate a claim if YOU can show that it was not reasonably possible to give the notice as soon as reasonably possible. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges.

VERMONT

Under **CANCELLATION OF WARRANTY**, the following provisions supercede those listed:

If this **Agreement** is canceled within the first sixty (30) days and no claims have been filed, we will refund the entire **Agreement** charge paid. If this **Agreement** is canceled after the first sixty (30) days or a claim has been filed, we will refund an amount of the **Agreement** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. In the event of cancellation, the lien holder, if any, will be named on a cancellation check as their interest may appear.

VIRGINIA

This warranty is subject to limited regulation by The Department of Agriculture and Consumer Services, Office of Consumer Affairs.

WASHINGTON

The obligations of US to YOU are guaranteed under a reimbursement insurance policy (#QGL0040000), and is insured by American Resources Insurance Company, 1111 Hillcrest Road, Mobile, AL 36695. YOU are entitled to apply directly to American Resources Insurance Company, Inc.

Under **CANCELLATION OF WARRANTY** the following provisions supercede those listed:

If this **Agreement** is canceled within the first sixty (30) days and no claims have been filed, we will refund the entire **Agreement** charge paid. If this **Agreement** is canceled after the first sixty (30) days or a claim has been filed, we will refund an amount of the **Agreement** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. If you return the contract ten (10) or more days after the purchase date, we will require a service charge equal to the lesser of ten percent (10%) of the contract price or twenty-five (\$25) dollars.

WE will mail written notice to YOU at YOUR last known address at least twenty one (21) days prior to cancellation by US. The notice will state the effective date of cancellation and the true and actual reason for cancellation.

WYOMING

Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. The insurer is American Resources Insurance Company, Inc.

Under **CANCELLATION OF WARRANTY** the following provisions supercede those listed:

If a lending institution has financed this vehicle and/or agreement, and the agreement is canceled, any refund will be made payable to the contract purchaser, with the lender shown as an additional payee.

Under **CANCELLATION OF WARRANTY** the following is added:

If we cancel this contract, we will mail to you written notice of cancellation at your last known address at least ten (10) days prior to cancellation for any reason except cancellation for nonpayment or material misrepresentation. The notice shall state the effective date and reason for cancellation.

A ten percent (10%) penalty per month shall be added to a refund of the purchase price that is not paid within forty five (45) days after return of the service contract to the service contract provider.

The right to void the contract only applies to the original service contract purchaser.

SECTION NINE – WHAT TO DO IN THE EVENT OF A FAILURE

YOU MUST HAVE YOUR REPAIR FACILITY OBTAIN AUTHORIZATION FROM OUR CLAIMS CENTER AFTER DIAGNOSIS, BUT PRIOR TO STARTING REPAIRS. CLAIMS/CUSTOMER SERVICE TOLL-FREE NUMBER: 1-866-450-9277

YOUR RESPONSIBILITIES:

1. You must take all precautions to protect Your Motorcycle from all further damage in order to prevent additional cost or repairs. This may require You to stop Your Motorcycle immediately, turn off the engine and have Your Motorcycle towed. Your failure to do so may cause further damage, which would not be covered by Your ESA.
2. Take Your Motorcycle to a Licensed Repair Facility and provide them with Your ESA number and Our claims toll free number.
3. You must authorize the Repair Facility to inspect, tear down and diagnose, as necessary, the cause of the failure and/or the extent of damage.
4. Your Repairer must call Us at the number listed above after diagnosis but **PRIOR** to starting repairs on Your Motorcycle and receive an authorization number.
5. Furnish Us with such information as We may reasonably require, and if requested, verifiable proof Your Motorcycle has been maintained per the maintenance requirements of Your ESA.
6. Allow Us, if We deem necessary, to inspect Your Motorcycle prior to repairs being performed. Also, You must save all components, including fluids and filters, should We require an outside inspection.
7. If the failure is not covered by Your ESA, the Costs incurred for disassembly or diagnostic work are Your responsibility and expense.
8. Pay any applicable deductible and any additional charges not authorized by Us. We will reimburse the Repair Facility by credit card, or You by check, for the cost of authorized repairs performed on Your Motorcycle, less any applicable deductible.
9. If the Repair Facility has reviewed the facts of the claim with Us, then it is Your responsibility to review any decision made with regard to Your claim with the repair facility. All claim denials are communicated by telephone either to the Repair Facility or to You. We do not issue written denials unless specifically requested.

SERVICE DEPARTMENT GUIDELINES FOR FILING A CLAIM:

1. Advise ESA holder that evaluation of a Failure does not mean that the repair is covered under Your ESA. All covered repairs must receive **PRIOR** authorization by Administrator.
2. Obtain approval from the ESA holder to inspect and/or teardown Motorcycle to determine cause, extent and cost of repair. Save all components, including but not limited to fluids and filters, etc. in the event the Administrator requires an inspection. Inform the ESA Holder that the cost of the teardown will not be paid by the Administrator if the Failure of the component disassembled is not covered under the ESA.
3. Determine the cause and extent of Failure and the cost of the repairs.
4. Contact the administrator at 1-866-450-9277 to receive authorization **PRIOR** to starting any repairs. Please be prepared with the following when placing a call:
 - a. Customer's name and ESA number.
 - b. Cause and extent of Failure with recommended correction.
 - c. Cost of repair (Detailed breakdown of parts and/or labor charges).
5. Our Claims Adjuster will verify Coverage and do one of the following:
 - a. Approve the Claim. If approved, You will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive **PRIOR** approval from the Administrator.
 - b. Require Additional Evaluation: Inspection or Tear Down. Administrator may require an independent third party inspection prior to repair being completed. If a tear down is required to determine the cause and extent of the Failure, the ESA holder must authorize the tear down. All Failed components requiring an inspection must be available for the inspector's review and/or the repair facility must be able to demonstrate each Failed component to the inspector. The Administrator will arrange for the inspection. If the inspection is not made within forty-eight (48) business hours, please contact the Administrator.
 - c. Deny the claim and provide the reason for the denial.
6. Review the Administrator's comments with the ESA holder and inform them what portion, if any, will be covered.
7. Receive approval from ESA holder to complete repairs.
8. Submit repair order(s), which should contain ESA number, authorization number and authorized amount to Administrator for payment within thirty (30) days of the authorized repair(s) for reimbursement.