1 CUSTOMER INFORMATION / COVERED MOTORCYCLE / SELLING DEALER							
AGREEMENT HOLDER'S NAME							
STREET ADDRESS	CITY, STATE AND ZIP CODE						
AREA CODE AND TELEPHONE NUMBER	E-MAIL ADDRESS						
MOTORCYCLE IDENTIFICATION NUMBER	YEAR, MAKE AND MODEL OF MOTORCYCLE						
MANUFACTURER'S IN-SERVICE DATE RETAIL SA	LES PRICE	MOTORCYCLE MILEAGE ON DATE OF SALE					
NAME OF SELLING DEALER	ELLING DEALER	ING DEALER					
TELEPHONE NUMBER OF SELLING DEALER DEALER NUM		SELLING DEALER SIGNATURE					
LIENHOLDER	LIENHOLD	LIENHOLDER'S ADDRESS					
CUSTOMER'S  SIGNATURE  I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS EXTENDED SERVICE AGREEMENT.  DATE OF SALE							
CONTRACT DUANT (TERM	OF LEGISON	This Cuterals	d Comice Amusement o	univers but times from the Manufacturer's			
2 CONTRACT PLAN / TERM SELECTION  This Extended Service Agreement expires by time from the Manufacturer's In-Service Date for New Motorcycles or from the Date of Sale for Used Motorcycles.							
NEW MOTORCYCL MAXIMUM YEARS FROM MANUFACTURE	TE.	USED MOTORCYCLES  MAXIMUM YEARS FROM DATE OF SALE					
3 YEARS / UNLIMITED MILEAGE 6 YEARS / UNLIMITED MILEAGE 11 YEAR / UNLIMITED MILEAGE 4 YEARS / UNLIMITED MILEAGE							
4 YEARS / UNLIMITED MILEAGE 7 YEARS / UNLIMITED MILEAGE 2 YEARS / UNLIMITED MILEAGE 5 YEARS / UNLIMITED MILEAGE							
5 YEARS / UNLIMITED MILEAGE	3 YEA	3 YEARS / UNLIMITED MILEAGE					
IF NO BOXES HAVE BEEN INDICATED, COVERAGE WILL BE IN EFFECT FOR 3 YEARS FROM MANUFACTURER'S IN-SERVICE DATE FOR NEW MOTORCYCLES AND 1 YEAR FROM THE DATE OF SALE FOR USED MOTORCYCLES.							
3 DEDUCTIBLE DEDUCTIBLE AMOUNT PER REPAIR VISIT							
		\$50					
<b>△</b> _OPTIONAL COVERAGE							
TIRE AND WHEEL COVERAGE / Unlimited Mileage							
This optional coverage is provided only if the box is checked and additional surcharge is paid.							
See reverse side of Extended Service Agreement for specific coverage information.							
EXTENDED SERVICE AGE	REEMENT PR	ICE		Φ.			
5				\$			

ANY MODIFICATION, ALTERATION, OR CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS EXTENDED SERVICE AGREEMENT IS INVALID AND OF NO FORCE OR EFFECT. THE PURCHASE OF THIS EXTENDED SERVICE AGREEMENT IS NOT REQUIRED EITHER TO PURCHASE OR TO OBTAIN FINANCING FOR A MOTORCYCLE.

THIS AGREEMENT IS NOT AN INSURANCE POLICY, IT IS AN EXTENDED SERVICE AGREEMENT BETWEEN YOU AND THE SELLING DEALER. ALL OBLIGATIONS AND LIABILITIES FOR REPAIRS COVERED BY THIS EXTENDED SERVICE AGREEMENT ARE THOSE OF THE SELLING DEALER AND NOT FIRST EXTENDED SERVICE CORPORATION, WHICH ADMINISTERS THE AGREEMENT FOR THE SELLING DEALER. SEE REVERSE SIDE FOR ADDITIONAL INFORMATION REGARDING RESPONSIBILITY FOR BENEFITS.

MAINTENANCE RESPONSIBILITIES: If you fail to perform the manufacturer's recommended maintenance, such as oil changes and other periodic services and your failure causes a breakdown, this will result in loss of your protection under this Extended Service Agreement. Maintenance records from the date of sale supported by receipts indicating dates, mileage and services performed must be kept by the purchaser or subsequent owner of this Extended Service Agreement and made available to the Selling Dealer and/or Administrator on request.

WHAT TO DO IF REPAIRS ARE NEEDED: If your Manufacturer's New Motorcycle Warranty is still in effect, contact the Selling Dealer. After the Expiration of Your Manufacturer's New Motorcycle Warranty and if your motorcycle is within forty (40) miles of the Selling Dealer, you must deliver your motorcycle to the Selling Dealer at the address shown above. If your motorcycle is more than forty (40) miles from the Selling Dealer, or the Selling Dealer is no longer at that address, call First Extended Service Corporation for instructions before you deliver your motorcycle to a licensed repair facility. You must authorize the licensed repair facility to perform necessary diagnostic work so that the licensed repair facility can provide an accurate estimate of repair, To ensure coverage under the terms of this Extended Service Agreement authorization must be obtained prior to repair. Call the toll free claims number listed below between the hours of 7:00 a.m. - 7:00 p.m., C.T. Monday - Friday and 9:00 a.m. - 3:30 p.m.

EMERGENCY REPAIRS: If repairs to a covered component are required outside normal business hours (i.e., on a weekend or holiday), you should deliver your motorcycle to a licensed repair facility and have the necessary repairs performed on your motorcycle at a reasonable and customary charge. On the next business day, or as soon as reasonably possible, you should report the repairs to First Extended Service Corporation by calling the toll free claims number listed below. To obtain a reimbursement for such emergency repairs, please call the claims number below. Emergency repairs are defined as repairs required to enable your motorcycle to be driven.

		I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS EXTENDED SERVICE AGREEMENT.	DATE OF SALE
CUSTOMER'S SIGNATURE	$\Diamond$		

AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS...PLEASE CALL: FOR NATIONWIDE CLAIMS 1-800-527-3426

L7X #16377

WHAT IS COVERED: Upon payment of the deductible amount per repair visit indicated on the front of this Extended Service Agreement and before the expiration of this Extended Service Agreement, the Selling Dealer will make necessary repairs to covered components for the covered motorcycle. Replacement of any part may be made with new parts or with parts of like kind and quality at the time of breakdown, including remanufactured or non-original manufacturer's parts or used parts, at the option of the Selling Dealer. Coverage under this Extended Service Agreement includes the parts of the components listed below and originally covered under the manufacturer's warranty. Items listed under "What Is Not Covered" are excluded.

## **NEW & USED MOTORCYCLE COVERAGE**

Engine, Transmission, Primary Drive, Suspension, Steering Assembly, Brake System, Fuel System, Cooling System, Electrical System, Instruments and Gauges, Seals and Gaskets, Touring Package

## **TOURING PACKAGE**

1. Audio Entertainment Group - Coverage limited to these listed parts: Receiver, tape deck, CD player.
2. CB Radio/ Intercom - Coverage limited to these listed parts: Transmitter/receiver, headset, microphone, splitter, console pod, cables and jacks.
3. Fairing Hardware - Coverage limited to these listed parts: Mounting hardware, brackets, switches, covers, latches and hinges.
4. Saddlebag / Travel Trunks - Coverage limited to these listed parts: Bags, travel trunks, latches, hinges, mounting hardware.
5. Sidecar Hardware - Coverage limited to these listed parts: Mounting hardware, hub, spindle, wheel bearings, brake rotor, caliper, lines and fittings, suspension, latches and hinges.

## ADDITIONAL BENEFITS

- 1. Rental Reimbursement When a breakdown makes your motorcycle inoperative or unsafe to drive and your motorcycle must remain in the shop overnight, we will reimburse you for rental vehicle charges. The limit to this reimbursement per claim is three hundred and fifty dollars (\$350) not to exceed thirty-five dollars (\$35) per 24-hour period. You must incur this expense between the date of the breakdown and the date on which covered repairs are completed. You must rent the substitute vehicle from a licensed rental agency. Rental receipts are required for reimbursement.
- 2. Pickup Reimbursement When a breakdown makes your motorcycle inoperative or unsafe to drive, we will reimburse you for pickup charges incurred from a third party licensed to tow or pickup motorcycles which are not reimbursed to you by any road club or insurance policy or covered by the manufacturer's new motorcycle warranty. The limit to this reimbursement per claim is one hundred dollars (\$100). Valid receipts for towing/pickup service are required for reimbursement.
- 3. Travel Lodging Reimbursement When a breakdown disables your motorcycle and you are stranded overnight and covered repairs are completed more than one hundred (100) miles from your home, we will reimburse you for lodging and meal expenses incurred by you between the date of breakdown and the date on which covered repairs are completed. The limit of this reimbursement per claim is three hundred dollars (\$300) not to exceed one hundred dollars (\$100) per 24-hour period. Valid receipts for lodging and meals are required for reimbursement.

These Additional Benefits are not subject to the deductible.

## OPTIONAL COVERAGE

This optional coverage is provided only if the box on the front of this Extended Service Agreement is checked and the additional surcharge is paid. Tire and Wheel Coverage

We will pay for costs to repair or replace the original equipment or like replacement tires and/or wheels of your motorcycle that fail due to contact with a road hazard (pothole or debris on the road surface such as nail, rock or tree limb). Pickup, rental and travel lodging benefits apply to covered tire and wheel claims.

Exclusions to this coverage include: normal wear, damage due to collision (except road hazards as described above), overloading based on the manufacturer's specifications, replacement covered by manufacturer, replacement exceeding manufacturer's specification for the motorcycle, dry rot, fire, flood, vandalism, acts of God; abnormal wear, failures of tires or wheels when tires have less than 3/32 of an inch of tread remaining at the time of failure, any consequential damage resulting from tire failure. This coverage begins on the Date of Sale and expires according to the term selected.

You must submit all required documents to the Administrator within 90 days of date of loss before any claim can be processed for reimbursement.

These documents must include accurate dates and mileages and detailed descriptions of the parts and services performed as well as the specific charges.

These documents may include repair orders, rental car bills and other receipts evidencing amounts claimed under this Extended Service Agreement.

WHAT IS NOT COVERED: Any items not listed under the "What Is Covered" section of the specific plan you selected on the front of this Extended Service Agreement. Incidental or consequential damages or loss caused by breakdown of components (or otherwise) including property damage, personal injury, inconvenience, loss of motorcycle use, damage to a covered part by a non-covered part and damage to a non-covered part by a covered part. Also not covered:

Any loss or expense if your motorcycle is used or equipped for towing, delivery or mergency purposes; competitive driving, racing, contests of speed; or overloading (including occupants, cargo or tow loads) in excess of the maximum weights specified in your manufacturer's owner's manual. Any damage due to collision or upset, breakage

of glass, missile or falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, mold, rust, corrosion, contamination, foreign objects, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, freezing, smoke, or any loss normally covered by a motorcycle insurance policy including injury or death to any person or persons. Any breakdown covered by any limited warranty, manufacturer's warranty, recalls, campaigns, repairer's guarantee, road club or any other quarantee, warranty or insurance policy.

Any part which the United States Environmental Protection Agency ("EPA") has determined is emissions-related and which is included on a current list published by the EPA of such parts and is within the EPA time and mileage emissions warranty period. Any expense for the modification of, or alteration to, existing parts necessitated by the replacement of obsolete, superseded or unavailable current replacement parts. Any breakdown caused by contaminants, foreign objects, improper amount or type of fluids, ultricants, or failure to perform the required maintenance as indicated in the "Maintenance Responsibilities" provision on the front of this Extended Service Agreement. Any oil consumption or loss of compression or cylinder wear (Used Motorcycles only). Any damage resulting from continued operation of an impaired motorcycle or caused by your failure to take reasonable precautions to prevent further damage when an apparent problem exists.

NON-COVERED PARTS : This contract does not cover and WE will not pay for:

Antenna mast and mirrors, Final drive chain or belt and rear sprocket, Audio speakers and wiring, Frame (except integral oil / fuel tanks), Cellular telephone, Glass, lenses, sealed beams and light bulbs, Battery, fuses and fusible links, Mufflers or baffles, Belts, hoses, lines and clamps, Shock absorbers, Body parts, windshield and their mounts, Sidecar (except as listed under Touring Package), Brake pads, Spark plugs and plug wires, Exhaust system, rust out or discoloration, Tires, wheels and spokes (Unless optional Tire and Wheel coverage is purchased and only in conjunction with a covered tire and wheel repair), Fairing (except as listed under Touring Package), Trailer hitch, Filters and filter housing, Trim, upholstery and paint.

NON-COVERED SERVICES: This contract does not cover and WE will not pay for:

Adignment of body parts, Removal of carbon, sludge, varnish or other contaminants, Cleaning of cooling system, Replacement or addition of fluids and lubricants, Cleaning of fuel system, Scheduled maintenance services, Correction of water leaks, squeaks and rattles, Transmission service, Engine tune-up, Wheel balancing or spoke adjustment (Unless optional Tire and Wheel coverage is purchased and only in conjunction with a covered tire and wheel repair), Ignition/fuel system adjustments and calibrations.

Limits of Liability: The total of all benefits paid or payable under this Extended Service Agreement shall not exceed the Retail Sales Price of the motorcycle excluding taxes, title and licenses cost of the motorcycle. The total benefits payable for any single repair or replacement shall not exceed the actual cash value of the motorcycle immediately prior to the breakdown. This determination will be made using the most current National Automobile Dealers Association (NADA) Used Motorcycle Appraisal Guide for your

motorcycle.

CANCELLATION: In the event the covered motorcycle is repossessed, declared a total loss, or You elect to give notice of cancellation, this Extended Service Agreement shall be to the covered motorcycle is repossessed, declared a total loss, or You elect to give notice of cancellation, this Extended Service Agreement shall be to the content of the covered motorcycle is repossessed, declared a total loss, or You elect to give notice of cancellation, this Extended Service Agreement shall be a covered motorcycle is repossessed, declared a total loss, or You elect to give notice of cancellation, this Extended Service Agreement shall be a covered motorcycle is repossessed. terminate. This Extended Service Agreement may only be terminated or cancelled upon your or the Lienholder's submission of a written request to the Selling Dealer containing the following information: the Extended Service Agreement number; motorcycle identification number; make and model of your motorcycle. If you cancel this containing the following information: the Extended Service Agreement number; motorcycle identification number; make and model of your motorcycle. If you cancel this Extended Service Agreement within sixty (60) days of its Date of Sale and no claims have been made, a full refund will be paid. If you cancel this Extended Service Agreement after sixty (60) days of its Date of Sale or after a claim has been made, a pro-rata refund less a fifty dollar (\$50.00) cancellation fee for the unexpired portion of this Extended Service Agreement will be paid. The amount of the refund will be calculated as follows: The Retail Sales Price of this Extended Service Agreement shall be multiplied by the fraction obtained by dividing the number of months this Extended Service Agreement has been in effect since the Date of Sale by the difference between the maximum number of months scovered under this Extended Service Agreement and the number of months the motorcycle was in service prior to the Date of Sale of this Extended Service Agreement. The difference between the number so obtained and the Retail Sales Price of this Extended Service Agreement, less the cancellation fee, is the amount of the refund. A like refund will be paid for termination of this Extended Service Agreement if your motorcycle is declared a total loss or repossessed.

In the event of repossession, the lienholder will be the sole payee. In the event that this Extended Service Agreement is properly transferred to an individual person purchasing your motorcycle, this Extended Service Agreement may not be canceled by the new owner of the covered motorcycle under any circumstance. CANCELLATION FEE: The Cancellation Fee is \$50.00. Important: See State Guidelines regarding Your rights, privileges and conditions governing cancellation of this Extended Service Agreement in Your state.

Your state.
TRANSFER OF MOTORCYCLE OWNERSHIP: In the event you sell the covered motorcycle, this Extended Service Agreement shall terminate. You may apply for a transfer to the new owner. Submit immediately (within fifteen (15) days of the change in ownership) to the Selling Dealer in writing, along with the Transfer Fee of \$50.00, the following: The Extended Service Agreement number, motorcycle identification number, mileage, make and model of the motorcycle, date of sale of the motorcycle and the name and address of both yourself and the new owner of the covered motorcycle. This Extended Service Agreement may not be assigned separately from the covered motorcycle, nor can it be assigned to a new or used car dealer or anyone other than an individual purchasing the motorcycle for personal use. Copies of maintenance records on the covered motorcycle must be obtained from the original owner by a new owner. To ensure coverage under the manufacturer's warranty and under this Extended Service Agreement, contact the Selling Dealer or an Authorized Dealer who is franchised by the manufacturer of the covered motorcycle to assure transfer of the manufacturer's warranty. NOTE: In the event this Extended Service Agreement is properly transferred to a new owner of the covered motorcycle to any subsequent owner under any circumstance.

RESPONSIBILITY FOR BENEFITS: ALL BENEFITS PROVIDED UNDER THIS AGREEMENT ARE SOLELY THE OBLIGATION OF THE SELLING DEALER. HOWEVER, THE SELLING DEALER FAILS TO PAY A VALID CLAIM WITHIN SIXTY (60) DAYS AFTER YOU

DEALER'S OBLIGATIONS ARE INSURED BY VIRGINIA SURETY COMPANY, INC. IF THE SELLING DEALER FAILS TO PAY A VALID CLAIM WITHIN SIXTY (60) DAYS AFTER YOU HAVE FILED A PROOF OF LOSS COVERED BY THIS EXTENDED SERVICE AGREEMENT, THEN YOU MAY MAKE A DIRECT CLAIM AGAINST VIRGINIA SURETY COMPANY, INC., 175 W. JACKSON BLVD., CHICAGO, IL 60604-2615 AT (800) 527-3448.

In the event the Selling Dealer does not perform or pay a covered claim: (1) Purchaser authorizes First Extended, as administrator, to collect on behalf of Purchaser unpaid repair claims which may be owed by the Selling Dealer; and (2) Should First Extended or Virginia Surety Company, Inc., pay or perform Purchaser's claim for Selling Dealer, then Purchaser, as a condition to such performance hereby gives an absolute assignment of his or her claims against the Selling Dealer.

\*\*\*CUSTOMER NOTICE: SEE STATE GUIDELINES FOR DETAILS OF YOUR STATE'S SPECIAL NOTICES AND PROTECTIONS REGARDING YOUR CLAIMS AND OTHER RIGHTS PROVIDED UNDER THIS EXTENDED SERVICE AGREEMENT.

## **STATE GUIDELINES**

If You cancel this Extended Service Agreement You will be provided a pro-rata refund less an administrative fee of \$25.00. In the event that the Selling Dealer initiates a cancellation, the \$25 administrative fee will not be applied. A 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the provider.

This Extended Service Agreement 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 Extended Service Agreement) and attorney fees.

### ARIZONA

The Selling Dealer will perform, or arrange to have performed, any repair services promised within a reasonable time and in a competent and workmanlike manner. CANCELLATION FEE: \$25.00.

The RESPONSIBILITY FOR BENEFITS provision is deleted in its' entirety and replaced with the following: All benefits provided under this agreement are solely the obligation of the Selling Dealer. However, the Selling Dealer's obligations are insured by Virginia Surety Company, Inc. If the Selling Dealer fails to pay a valid claim within thirty (30) days after you have filed a proof of loss covered by this Extended Service Agreement, then you may make a direct claim against Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, Illinois 60604-2615 at (800) 527-3448.

### CALIFORNIA

Performance to You under this Extended Service Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Extended Service Agreement has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, Illinois 60604-2615. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357. First Extended Service Corporation, P.O. Box 804785, Chicago, IL 60680-4109, California administrator license number 0E32800. CANCELLATION FEE: \$25.00 or 10% of the Extended Service Agreement charge, whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

## GEORGIA

The Administrator will not cancel this Extended Service Agreement for any reason. You may cancel this Extended Service Agreement for any reason at anytime by surrendering it or by submitting written notice to the Selling Dealer. If You cancel, an administrative fee of \$50 or 10% of the pro-rata refund amount, whichever is less, will be deducted from the refund amount. Claims paid will not be deducted from a refund. In the event the covered vehicle is repossessed or declared a total loss there will be no coverage provided under this Extended Service Agreement. WHAT IS NOT COVERED: Sludge build-up is deleted in its entirety.

### HAWAII

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 solely designed because of its condition and not because of the action or inaction of any non-covered parts.

Coverage afforded under this Extended Service Agreement is not guaranteed by the Idaho Insurance Guarantee Administration.

### ILLINOIS

You may cancel this Extended Service Agreement, The cancellation fee will be the lesser of 10% of the Extended Service Agreement price or \$50.00. You may cancel the Extended Service Agreement for the unexpired term of the Extended Service Agreement, based on the number of elapsed months of the Extended Service Agreement, less the value of any services received and the cancellation fee. This Extended Service Agreement does cover failure to a covered component resulting from normal wear and tear.

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

In the event You have any questions regarding Your Extended Service Agreement, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Department, 330 East Maple, Des Moines, Iowa, 50319. If You cancel this Extended Service Agreement You will receive, within 15 days, a written confirmation of termination. There will be a 10% penalty per month if a refund is not paid or credited within 30 days after the return of the Extended Service Agreement to the service company.

### KANSAS

40-2,118. FRAUDULENT INSURANCE ACT DEFINED (a) For purposes of this act a "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto, or conceals, for the purpose of misleading, information concerning any fact material thereto.

## LOUISIANA

CANCELLATION FEE: \$25.00 or 10% of the Extended Service Agreement charge, whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interests may appear.

NOTICE TO CUSTOMER: PURCHASE OF THIS EXTENDED SERVICE AGREEMENT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE.

# MICHIGAN

If the performance of this Extended Service Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Extended Service Agreement shall be extended for the period of the strike or work stoppage.

If You have canceled this Extended Service Agreement and have not received the refund from the Selling Dealer within sixty (60) days of such cancellation, You may contact Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, Illinois 60604-2615. Loss caused by damage to a covered part by a non-covered part is covered.

## MISSISSIPPI

CANCELLATION: If You cancel this Extended Service Agreement within sixty (60) days, a 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of Your return of the Extended Service Agreement to the Selling Dealer.
CANCELLATION FEE: The Cancellation fee is deleted and replaced with \$50.00 or 10% of the refund amount, whichever is less.

If you cancel this Extended Service Agreement you will receive, within forty-five (45) days, a written confirmation of termination from the Selling Dealer (provider). A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of the Extended Service Agreement to the Selling Dealer (provider). A claim against the provider may also include a claim for return of the unearned provider fee.

## NEVADA

The provider may not cancel for any reason. This Extended Service Agreement is non-renewable. Claims paid will not be deducted from a refund.

## **NEW HAMPSHIRE**

To transfer this Extended Service Agreement, the following must be submitted to the Selling Dealer within 30 days of the change of ownership to a subsequent individual purchase: Original Extended Service Agreement, name and address of new owner, date of sale to new owner and current mileage. We will not charge any transfer fees. In the event of cancellation, the lienholder, if any, will be named on a cancellation check as their interests may appear. In the event You do not receive satisfaction under this Extended Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301 or 800-852-3416.

The Selling Dealer will not cancel this Extended Service Agreement for any reason. If You cancel this Extended Service Agreement in the first sixty (60) days and no claim has been paid, a ten percent penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Extended Service Agreement to the Selling Dealer.

If You cancel this Extended Service Agreement You will be provided a pro-rata refund less reasonable handling costs, any claims that may have been paid and an administrative fee of up to \$25.00. You may return this Extended Service Agreement by mailing it to the Selling Dealer at the address shown on the front of this Extended Service Agreement. A 10% penalty per month will be added to a refund that is not made within 30 days of return of the Extended Service Agreement to the Selling Dealer.

## NORTH CAROLINA

CANCELLATION FEE: \$25.00 or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation the lienholder, if any, will be named on the cancellation refund check as their interest may appear. This Extended Service Agreement will not be canceled by Us unless there is a direct violation by You as stated in the Extended Service Agreement.

## STATE GUIDELINES (continued)

### OKLAHOMA

Automotive Warranty Services of Florida, Inc., P.O. Box 804785, Chicago, Illinois 60680-4109, 1-800-527-3426, is the party obligated under this Extended Service Agreement. All references to the Selling Dealer as the obligated party are replaced by Automotive Warranty Services of Florida, Inc., Oklahoma License #44198051.

This Extended Service Agreement is not issued by the manufacturer or wholesale company marketing the product. This Extended Service Agreement will not be honored by such manufacturer or wholesale company. CANCELLATION FEE: 10% of the pro-rata refund amount, or \$50, whichever is less. In the event the Extended Service Agreement is canceled by the association, the unearned pro-rata refund shall be based upon 100% of the Contract Charge. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

### SOUTH CAROLINA

In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. A 10% penalty per month will be added to a refund that is not made within 45 days of return of the Extended Service Agreement to Us. If the Selling Dealer does not resolve such matters within 60 days of proof of loss, You may contact the South Carolina Department of Insurance, P.O. Box 100105 Columbia, SC 29202-3105 or (800) 768-3467.

### TEXAS

The Administrator is First Extended Service Corporation, TX Administrator #108. Your benefits under this Extended Service Agreement are insured by Virginia Surety Company, Inc. If a valid claim is not paid within sixty (60) days after you have filed a proof of loss covered by this Extended Service Agreement or if a cancellation refund is not paid within forty-six (46) days after the Extended Service Agreement has been returned to the Selling Dealer, then you may file a claim with or request a cancellation refund from Virginia Surety Company, Inc., P.O. Box 804785, Chicago, Illinois 60680-4109, Attn: Legal Department; (800) 527-3448. Unresolved complaints or questions concerning the regulation of motorcycle service contracts (Extended Service Agreements) may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202. CANCELLATION: A 10% penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Extended Service Agreement to the Selling Dealer. The Administrator nor the Selling Dealer will cancel this Extended Service Agreement for any reason.

## UTAH

YOU HAVE THE OPTION OF FINANCING THIS EXTENDED SERVICE AGREEMENT OR PAYING FOR IT IN FULL AT THE TIME OF PURCHASE. Coverage provided under this Extended Service Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. This Extended Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. This Extended Service Agreement cannot be canceled by the Selling Dealer for any reason.

### VIRGINIA

Notice to Dealer - Dealers are not permitted to sell Extended Service Agreement on leased motorcycles pursuant to the provisions of administrative letters 1982-10 and 1982-16.

## WISCONSIN

Any reference to Selling Dealer within this Extended Service Agreement is deleted and replaced by Provider.

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Pre-existing conditions are not covered by this Extended Service Agreement.

WHAT TO DO IF REPAIRS ARE NEEDED: The sentence, "To ensure coverage under the terms of this Extended Service Agreement authorization must be obtained prior to repair" is deleted in its entirety. CANCELLATION: If You cancel this Extended Service Agreement within sixty (60) days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of Your return of the Extended Service Agreement to the Selling Dealer. The Selling Dealer nor the Administrator will cancel this Extended Service Agreement for any reason. CANCELLATION FEE: The Cancellation fee is deleted and replaced with \$50.00 or 10% of the refund amount, whichever is less. No administrative fee will be charged in the event of total loss. RESPONSIBILITY FOR BENEFITS: The Obligation to perform under this Agreement is insured by Virginia Surety Company, Inc. and the Selling Dealer is obligated to obtain such insurance. If a valid claim remains unpaid for more than sixty (60) days after You have filed a proof of loss covered by this Extended Service Agreement, or if the Selling Dealer becomes insolvent or otherwise financially impaired, then You may make a direct claim against Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 1-800-527-3448. In situations involving subrogation, the contract holder will be made whole before the company may retain amounts if has recovered.

### WYOMING

The Administrator nor the Selling Dealer (Provider) will cancel this Extended Service Agreement for any reason.

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 following statement is deleted in its' entirety: In the event the Selling Dealer does not perform or pay a covered claim: (1) Purchaser authorizes First Extended, as administrator, to collect on behalf of Purchaser unpaid repair claims which may be owed by the Selling Dealer; and (2) Should First Extended or Virginia Surety Company, Inc., pay or perform Purchaser's claim for Selling Dealer, then Purchaser, as a condition to such performance hereby gives an absolute assignment of his or her claims against the Selling Dealer.