



# MOTORCYCLE PROTECTION

CONTRACT NUMBER  
#PRM

## PURCHASER INFORMATION

PURCHASER NAME		AREA CODE & TELEPHONE NUMBER
STREET ADDRESS	CITY, STATE, AND ZIP CODE	

## SELLING COMPANY & FINANCE COMPANY INFORMATION

SELLING COMPANY NAME	SELLING COMPANY ADDRESS
SELLING COMPANY AREA CODE & TELEPHONE NUMBER	SELLING COMPANY SIGNATURE <b>X</b>
FINANCE COMPANY NAME	FINANCE COMPANY ADDRESS

## ADMINISTRATOR OBLIGOR

\_\_\_\_\_. The Administrator's performance under this Service Contract is insured by \_\_\_\_\_.  
 If a Covered Claim is not paid within sixty (60) days after proof of loss has been filed,  
 You may file a claim with \_\_\_\_\_ at the address listed above.

## MOTORCYCLE INFORMATION

MOTORCYCLE YEAR, MAKE, AND MODEL					VIN
MOTORCYCLE IN-SERVICE DATE	ODOMETER/HOURS AT TIME OF SALE	ENGINE SIZE/C.C.	CLASS	MOTORCYCLE DATE OF SALE	MOTORCYCLE SELLING PRICE \$

### COVERAGE

ULTRA       XTREME

#### TYPE

NEW     USED

#### SURCHARGE

OFF ROAD

### DEDUCTIBLE PER VISIT

\$0     \$50

### TERM

FOR THIS SERVICE CONTRACT TO BE VALID, THE FOLLOWING TERM MUST BE CLEAR, LEGIBLE, WITHOUT CORRECTION, AND AVAILABLE TO THE SELLING COMPANY ON THE MOTORCYCLE DATE OF SALE.

\_\_\_\_\_ MONTHS

### AGREEMENT PERIOD

All of the benefits provided by this Service Contract begin on the Motorcycle date of sale and end when the time for the selected term has elapsed. However, new vehicle terms are measured from the vehicle in-service date, and used vehicle terms are measured from the motorcycle date of sale.

IF NO COVERAGE, TYPE, DEDUCTIBLE, OR TERM INFORMATION IS REFLECTED ABOVE, THEN USED ULTRA COVERAGE WILL BE IN EFFECT, A \$50 DEDUCTIBLE PER REPAIR VISIT WILL APPLY, AND THE TERM WILL BE LIMITED TO A 12 MONTH DURATION.

## ADDITIONAL BENEFITS

**RENTAL REIMBURSEMENT:** If Your Motorcycle sustains a Mechanical Breakdown resulting in a Covered Repair, then You may qualify for rental coverage for up to \$30 per day, with a 5 day maximum, not to exceed \$150 per occurrence. Your rental coverage is contingent on the labor time required to replace/repair Covered Components authorized by the Administrator. The Administrator will use factory labor guides or industry recognized flat-rate manuals to determine the required repair time. However, this repair time specifically excludes the downtime waiting for parts or any other delays beyond the control of the Selling Company, repair facility, or the Administrator. The labor time necessary for rental coverage is as follows: 1 to 8 hours = 1 day, 8.1 to 16 hours = 2 days, 16.1 to 24 hours = 3 days, and etc. Your rental benefits will not continue beyond the day that repairs are completed and the repair facility notifies You of completion. All vehicles must be rented from the dealer or a licensed rental facility.

**EMERGENCY ROADSIDE ASSISTANCE:** The following non-accident related Emergency Roadside Services are available to You, with a maximum of \$80 per occurrence: **EMERGENCY TOWING** – If Your Motorcycle is disabled and in need of a tow, Roadside Services will dispatch a towing provider to your location. **BATTERY SERVICE** – A "jump start" will be applied in an attempt to start Your Motorcycle. **FUEL, OIL, FLUID and WATER DELIVERY** – If Your Motorcycle requires an emergency supply of FUEL, OIL, FLUID, or WATER, then Roadside Services will arrange delivery to You. On request, You will be required to pay for the cost of FUEL, OIL, FLUID or WATER when delivered. **No service may be duplicated within 72 hours of the initial request.** NOTE: Additional benefits are not subject to any deductible.

CALL \_\_\_\_\_ FOR EMERGENCY ROADSIDE SERVICES

I HAVE READ THIS CONTRACT; I UNDERSTAND AND AGREE TO ITS TERMS AND CONDITIONS. THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. BOTH THE SELLING COMPANY AND THE ADMINISTRATOR ASSUME NO OBLIGATION OR LIABILITY THAT DOES NOT APPEAR IN THIS SERVICE CONTRACT.

PURCHASER SIGNATURE **X** \_\_\_\_\_ DATE \_\_\_\_\_

ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS CONTRACT IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS CONTRACT IS IN ERROR, CONTACT THE SELLING COMPANY OR ADMINISTRATOR IMMEDIATELY. PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE A MOTORCYCLE OR TO OBTAIN MOTORCYCLE FINANCING.

SERVICE CONTRACT PRICE \$ \_\_\_\_\_

AUTHORIZATION MUST BE OBTAINED PRIOR TO THE COMMENCEMENT OF REPAIRS.

PLEASE CALL \_\_\_\_\_ FOR AUTHORIZATION AND INSTRUCTIONS.

## MAINTENANCE & RECORDS

To obtain the benefits provided by this **Service Contract**, **You** are required to provide maintenance to **Covered Components** at a **Licensed Repair Facility** in accordance with what is recommended by the manufacturer of **Your Motorcycle**. Proper documentation and verifiable receipts for all maintenance and repairs will be required in the event of a claim. Receipts must contain proper **Motorcycle** documentation (i.e. year, make, and model), complete vehicle identification number, and the current mileage/hours of the **Motorcycle**. Handwritten receipts will not be accepted. Failure to provide proof of required maintenance may result in denial of coverage.

## WHAT IS COVERED UNDER ULTRA COVERAGE

For convenience, **Covered Parts** are categorized by the motorcycle systems to which they relate. Only those items listed below each system are covered, subject to the terms and conditions of this **Contract**.

### ENGINE COMPONENTS

Valve Covers, Intake Manifolds, Oil Pump (Wet or Dry Sump), Engine Mounts, Water Pump, Engine Fan, and all of the internal **Lubricated Parts** of the Engine. The Cylinder Head(s) and Cylinder Barrels are covered only if damaged by the **Failure** of an internal **Lubricated Part** of the Engine.

### TURBOCHARGER/SUPERCHARGER

Vanes, Shafts, Bearings, Bushings, Waste Gate, and all internal **Lubricated Parts** of the Turbocharger/Supercharger. The Housing is covered only if damaged by the **Failure** of a covered Turbocharger/Supercharger Component.

### TRANSMISSION COMPONENTS

Transmission Mounts and all of the internal **Lubricated Parts** of the Transmission. Transmission Housing is covered only if damaged by the **Failure** of an internal **Lubricated Part** of the Transmission.

### PRIMARY DRIVE COMPONENTS

All internal **Lubricated Parts** within the Primary Drive Case (except clutch and hub assemblies). The Primary Drive Case is covered only if it is damaged by the **Failure** of an internal **Lubricated Part**.

### DRIVE AXLE COMPONENTS

Axle Shafts, Constant Velocity Joints, Universal Joints, Drive Shafts, and all internal **Lubricated Parts** within the Differential Housing, Transaxle Housing, and Final Drive Housing.

### FRONT AND REAR SUSPENSION

Swing Arm, Swing Arm Bearings and Bushings, Locking and Non-Locking Hub Assemblies, Front and Rear Wheel/Axle Bearings, Coil Springs, and all of the internal **Lubricated Parts** within the Front Fork Tubes and Front Hubs.

### STEERING COMPONENTS

Steering Stem, Upper and Lower Steering Stem Bearings, Tie Rods, and Handle Bars. Steering Stem Shaft is covered if it is damaged by the **Failure** of a covered Steering Component.

### BRAKE COMPONENTS

Brake Calipers, Master Cylinder, Steel Brake Lines and Fittings, and Drum Brake Actuating Cam.

### ANTI-LOCK BRAKE (ABS) COMPONENTS

ABS Control Unit/Module, Wheel Speed Sensors/Exciters, Proportioning Valves, High Pressure Hydraulic Pump, and Accumulator.

### ELECTRICAL COMPONENTS

Starter, Alternator and Voltage Regulator, Manually Operated Switches, Cooling Fan Motor, Wiring Harness, Ignition Coil, Rectifier, Stator, Rotor Assembly, CDI Box, Electronic Ignition Control Module, Magneto, Fuel Injector Control Module, Factory Gauges (Mechanical and Electronic), and All Sensors for Electronic Instruments.

### FUEL SYSTEM COMPONENTS

Fuel Pump, Fuel Lines, Diaphragms, Springs, Valves, and Actuating Lever.

### TOURING BIKE COMPONENTS

Digital Dash, Control Cables, Factory Radio, Fairing Hardware and Brackets, and Saddlebag/Trunk Latches.

### SEALS & GASKETS

Seals and Gaskets are covered only for the items listed under Ultra Coverage.

## WHAT IS COVERED UNDER XTREME COVERAGE

If **You** selected XTREME COVERAGE, this **Service Contract** will cover necessary repairs to all of the mechanical and electrical parts of **Your Motorcycle**, except for those items listed under "WHAT IS NOT COVERED".

## LIMITS OF LIABILITY

This **Service Contract** is not an insurance policy. It is a **Service Contract** between **You** and the **Administrator Obligor**. The **Administrator's** liability per repair visit, under any circumstances, will not exceed the NADA wholesale value of **Your Motorcycle** immediately prior to **Breakdown**. The total of all benefits paid or payable under this **Contract** will not exceed the price paid for the **Motorcycle** by the original purchaser of this **Service Contract** (excluding tax, title and license fees). A copy of the Bill of Sale may be requested for verification. The **Administrator's** liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Motorcycle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance or use of this **Motorcycle** is expressly excluded.

## WHAT IS NOT COVERED

In accordance with the coverage **You** selected on the front page of this **Service Contract**, any part not specifically listed under the "WHAT IS COVERED UNDER ULTRA COVERAGE" or "WHAT IS COVERED UNDER XTREME COVERAGE" is not covered. In addition, this **Service Contract** does not apply to:

1. Any repair that has not received prior authorization from the Administrator.
2. The repair or replacement of any component that was not properly operating in accordance with manufacturer's specifications at the time this **Service Contract** was sold (i.e. pre-existing conditions).

**AUTHORIZATION MUST BE OBTAINED PRIOR TO THE COMMENCEMENT OF REPAIRS.**

**PLEASE CALL [REDACTED] FOR AUTHORIZATION AND INSTRUCTIONS.**

## WHAT IS NOT COVERED (CONTINUED)

3. Any Motorcycle with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market).
4. Any Motorcycle that has been repurchased by or had its price renegotiated with the manufacturer, or that has had the manufacturer's warranty revoked or voided.
5. The gradual reduction in component performance through normal or excessive usage. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings, if the purpose of such repair(s) is simply to raise engine compression, increase performance, or to reach acceptable oil consumption, is not covered.
6. The repair, modification, or replacement of any component that has not Failed, as defined by this Contract.
7. Damage due to the alteration, modification, or use of Your Motorcycle in a manner not recommended by the manufacturer, including the use of "non-stock" or modified parts.
8. Any Mechanical Breakdown that is covered by an insurance entity, the manufacturer's warranty or recall, or that has a warranty or "repairer's guarantee" through a repair facility. Additionally, if an insurance entity, the manufacturer, or repair facility notifies You that they will monetarily participate in a repair that has been authorized and paid by Us, then We will exercise Our right to recover the respective amount.
9. Any Motorcycle with an odometer that has been tampered with, altered, disconnected, or not maintained. You may be required to provide an odometer statement at the time of sale of this Service Contract.
10. Any Mechanical Breakdown or Failure caused by (a) normal wear and tear; (b) Your failure to provide the proper maintenance to the Failed part or parts; (c) overheating, regardless of the cause of overheating; (d) contaminated or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED MOTORCYCLE.
11. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
12. Body components or repairs related to the body of the Motorcycle (e.g. lenses, glass, paint, sheet metal, outside ornamentation, frame or structural body parts, weather strips, squeaks or rattles, trim, or upholstery).
13. Electronic components that were not originally installed by the manufacturer (i.e. non-OEM components) including the following: audio/video equipment and accessories, navigational systems, security systems, and electronic transmitting/receiving devices.
14. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments, oil, fluids, greases, or lubricants.
15. Maintenance services and parts described in the manufacturer's maintenance schedule for Your Motorcycle. NOTE: During the term of this Service Contract, it may become necessary to (a) replace spark plugs and wires, emission control valves, timing belts, and filters, (b) adjust belts, ignition, transmission bands, or clutch system, (c) clean fuel and cooling systems, or remove sludge or carbon deposits, and (d) maintain or replace items not specifically covered under this Service Contract. These aforementioned services and replacements are required because of normal wear and usage—they are Your responsibility. Costs for these services and parts are not covered by this Service Contract.
16. Any expenses associated with shop supplies, materials charges, hazardous waste charges, diagnosis time (where a Covered Mechanical Breakdown has not occurred), freight charges, or storage charges.
17. Motorcycles used for competitive driving, municipal services, professional emergency services, police services, hire to public, to transport people for hire, or for towing a trailer whose weight exceeds the manufacturer's recommendations.
18. The repair or replacement of the following: (a) batteries and battery cables; (b) exhaust system components; (c) tires, wheels/rims, and shock absorbers; (d) fasteners, nuts, bolts, clips, screws; (e) fuses and bulbs; (f) safety restraint systems (including air bags); (g) brake linings, rotors, and drums; (h) sealed beams and HID headlamp assemblies; (i) hoses, molded rubber, and rubber-like items; (j) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings; (k) bent shift forks, stretched timing chains, cracked cylinder heads or blocks; (l) cellular phones; and (m) Side Cars.
19. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Administrator, Selling Company, or repair facility.
20. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or from an improper repair.
21. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.
22. Repairs or replacements made outside the contiguous United States or if the Motorcycle is registered outside the contiguous United States.

## WHAT TO DO IF YOUR MOTORCYCLE SUSTAINS A MECHANICAL FAILURE

- (1) Take immediate action to prevent further damage to **Your Motorcycle**. Any damage resulting from continued operation of an impaired **Motorcycle** will constitute failure to protect **Your Motorcycle** and will not be covered under this **Service Contract**.
- (2) Deliver **Your Motorcycle** to the **Selling Company**. If **You** are within 50 miles of the **Selling Company**, all repairs or replacements under this **Service Contract** must be performed by their repair facility. If **You** are outside 50 miles of the **Selling Company** and it is not possible or not practical to deliver **Your Motorcycle** to the **Selling Company**, call the **Administrator** for instructions. If the **Selling Company** does not have a repair facility, then **You** may deliver **Your Motorcycle** to the **Licensed Repair Facility** of **Your** choice.
- (3) Present this **Contract** and proof of all maintenance as expressed under "MAINTENANCE AND RECORDS" to the repair facility.
- (4) Ensure that the repair facility contacts the Claims Department for instructions prior to any repairs. The Claims Department can be reached at [REDACTED]. **AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TEARDOWN OR REPAIRS.**
- (5) If **Emergency Repairs** covered by this **Service Contract** are required outside the **Administrator's** business hours, then deliver **Your Motorcycle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the **Administrator** at [REDACTED]. **Emergency Repairs** are only those repairs, which, if not performed, would impair the future operation of **Your Motorcycle** or render it inoperable or unsafe to drive.
- (6) In all instances, if **Your** repair is a **Covered Repair**, then **You** are required to pay the repair facility the deductible amount reflected on the declarations page of this **Contract**. In addition, **You** are also required to pay for anything not authorized by the **Administrator**.

## WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED

The **Administrator** will determine the extent of coverage, subject to the terms and conditions of this **Contract**. Towards this end, the **Administrator** will verify the **Failure** with the repair facility, verify coverage, determine the **Cost** of the repair, and authorize the claim for any **Covered Repairs** (The claim is not approved unless authorization numbers are given to the repair facility).

**NOTE:** (1) At the sole discretion of the **Administrator**, Failed parts may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality.  
(2) The **Administrator** reserves the right to inspect **Your Motorcycle** to verify a **Failure(s)**. In the event the **Administrator** determines that a repair in question is not a **Covered Repair**, then **You** are responsible for any cost incurred for the diagnosis, disassembly, and/or inspection of **Your Motorcycle**. In addition, if a dispute arises between the repair facility and the **Administrator**, the **Administrator** reserves the right to relocate **Your Motorcycle** to a repair facility of the **Administrator's** choice.

**AUTHORIZATION MUST BE OBTAINED PRIOR TO THE COMMENCEMENT OF REPAIRS.  
PLEASE CALL [REDACTED] FOR AUTHORIZATION AND INSTRUCTIONS.**

## STATE SALES TAX

The payment of sales tax on **Covered Repairs** will be made in accordance with the regulations of the Taxing Authority in the state where **Your Motorcycle** has been repaired.

## DEFINITIONS

- **Administrator, Administrator Obligor, Our, Us, or We:** [REDACTED]
- **Cost:** The customary and reasonable charges for the parts and labor necessary to repair or replace **Covered Components**. These charges are subject to the **Administrator's** approval and will not exceed either the manufacturer's suggested retail (list) price for parts or the labor allowances derived from industry recognized flat-rate manuals. The maximum dollar amount per labor hour will not exceed \$80, unless approved in advance by the **Administrator**.
- **Covered Breakdown or Covered Mechanical Breakdown:** A **Breakdown** that is covered by this **Contract**.
- **Covered Part(s) and Covered Component(s):** Any part of the **Motorcycle** listed herein as a **Covered Part/Component** and not excluded from coverage by this **Service Contract**.
- **Covered Repair:** A repair to a **Covered Part/Component** authorized by the **Administrator**.
- **Emergency Repairs:** Necessary repairs, which, if not performed, would impair the future operation of **Your Motorcycle**, or render it inoperable or unsafe to drive.
- **Finance Company:** The financial institution listed on the first page of this **Contract** who is financing this **Motorcycle** and/or this **Service Contract**.
- **Licensed Repair Facility:** Any **Motorcycle** repair facility that has been licensed by the state in which it resides to perform **Motorcycle** repairs.
- **Lubricated Part:** A part that requires lubrication to correctly function.
- **Mechanical Breakdown, Breakdown, Failure, or Failed:** The inability of any **Covered Component(s)** that has received proper maintenance, as prescribed by this **Service Contract**, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, but not due to the gradual reduction in component performance through normal or excessive usage. In addition, a **Failed** part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a **Failure**.
- **Motorcycle:** The **Motorcycle** identified on the first page of this **Contract**.
- **Selling Company:** The entity identified on the first page of this **Contract** from which **You** purchased **Your Motorcycle** and this **Service Contract**.
- **Service Contract or Contract:** This document in its entirety, which explains the coverage and limitations afforded to **You**.
- **You, Your, Contract Holder, My, and I:** The person(s) whose name is listed as the purchaser(s) of this **Service Contract**.

## CANCELLATION AND RENEWAL

**CANCELLATION BY THE FINANCE COMPANY:** **You** hereby authorize the **Finance Company** to cancel this **Contract** on **Your** behalf in the event: (1) **Your Motorcycle** is repossessed, (2) **Your Motorcycle** is declared a total loss, or (3) **You** default in **Your** obligations to the **Finance Company**. In addition, **You** authorize the **Finance Company** to be listed as a joint payee and to receive any refund in the event this **Contract** is cancelled.

**CANCELLATION BY THE ADMINISTRATOR:** The **Administrator** may cancel this **Contract** for material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, or for non-payment of the service contract price.

**CANCELLATION BY THE CONTRACT HOLDER:** **You** may cancel this **Contract** at any time by notifying the **Selling Company** or **Administrator** in writing. This notification must include this **Service Contract**.

**CANCELLATION PROVISIONS:** If this **Contract** is cancelled within the first thirty (30) days from the **Contract** sale date and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled thirty (30) days past the **Contract** sale date or after a claim has been filed, then **You** will receive a pro rata refund. Pro rata refunds are determined by multiplying the amount **You** paid for this **Contract** by the ratio of the number of covered days remaining on the **Service Contract** compared with the original number of covered days. A cancellation fee of \$50 or 10% of the **Contract** price, whichever is less, will apply to all pro rata cancellations made by the **Contract Holder**. In all instances, if there is no **Finance Company**, the refundable amount will be paid to **You**. If there is a **Finance Company**, the refundable amount will be paid to the **Finance Company**.

**NOTE:** Transferred **Service Contracts** are not eligible for cancellation refunds. This **Contract** is non-renewable.

## TRANSFER OF MOTORCYCLE OWNERSHIP

If **You** sell **Your Motorcycle** or if there is any change in the ownership of **Your Motorcycle**, this **Contract** will terminate. However, **You** may request to transfer the remaining coverage of this **Contract** to the new owner within fifteen (15) days of the change in **Motorcycle** ownership. **You** must notify the **Administrator** in writing and include the following: a transfer fee of \$50, name and address of the new owner, a copy of the bill of sale or sales contract (when applicable), and proof that **You** transferred the remaining manufacturer's warranty (when available) to the new owner of **Your Motorcycle**. The **Administrator** has the discretion to approve or reject your request. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner, handwritten receipts will not be accepted. The new owner must retain these records and is subject to the maintenance requirements specified in this **Contract**. This **Contract** may not be transferred more than once, may not be assigned to another motorcycle, and may not be transferred to a new or used motorcycle dealer or anyone other than an individual purchasing **Your Motorcycle** for personal use.

**AUTHORIZATION MUST BE OBTAINED PRIOR TO THE COMMENCEMENT OF REPAIRS.  
PLEASE CALL [REDACTED] FOR AUTHORIZATION AND INSTRUCTIONS.**