

Contract Number:

Contract Purchase Date:



### APPLICATION / POWERSPORT ELECTRIC

MAIN OFFICE (866) 660-7003

**Owner Information:**

LAST NAME  FIRST NAME  PHONE  EMAIL

ADDRESS  CITY  STATE  ZIP CODE

**Co-Owner Information:**

NAME  PHONE  EMAIL

ADDRESS  CITY  STATE  ZIP CODE

**Selling Dealership Information:**

DEALER ID#  DEALERSHIP NAME  PHONE

ADDRESS  CITY  STATE  ZIP CODE

**Vehicle Information:**

VIN#  YEAR  MAKE  MODEL

IN SERVICE DATE (DD/MM/YYYY)

**Coverage Information:**

24 MONTHS  36 MONTHS  48 MONTHS  60 MONTHS  EXCLUSIONARY COVERAGE

EXPIRATION DATE  CONTRACT PRICE

**Surcharges**

BATTERY  LIFT  ELECTRONICS  COMMERCIAL & FARM USE  SNORKEL ATV/UTV  CLUTCH

FINANCIAL INSTITUTION/LENDER INFORMATION NAME AND ADDRESS

You have read, understand, and agree to the terms and conditions within the body of this Vehicle Service Contract.

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

The purchase of this Vehicle Service Contract is not required to obtain financing or to purchase or lease this vehicle. This Vehicle Service Contract is not an insurance policy, a warranty, or a guarantee. This Vehicle Service Contract is between You and the Administrator/Obligor. The Service Contract Purchase Price may be financed with the purchase of this Vehicle or with other approved payment options allowed by Us. You understand that it is required to obtain authorization prior to beginning any repairs covered by this Service Contract. This Service Contract does not cover the benefits provided under Dealer Warranties required by state law. If the manufacturer's warranty has been declared void, this Service Contract does not cover the Vehicle until the end of what would have been the manufacturer's warranty. This Service Contract represents the entire contract between You and Us. No person has the authority to change this Service Contract or to waive any of its provisions. No other written or oral statements apply to this Service Contract. The attached Terms and Conditions and incorporated herein by reference.

## VEHICLE SERVICE CONTRACT – TERMS AND CONDITIONS

### DEFINITIONS

- **Administrator/Obligor (We, Us, Our)**—Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133, 800- 331-3780, License No.: 0C79822
- **Application Page** – The 1<sup>st</sup> page of this **Vehicle Service Contract** executed by **You** which identifies the parties and property covered by the **Vehicle Service Contract**.
- **Breakdown** – The failure of a **Covered Component** under normal service due to defects in material or workmanship. A **Covered Component** 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 noncovered parts.
- **Contract Purchase Date** - the date listed on the **Application Page**.
- **Contract Purchase Price** - the price **You** paid for the **Vehicle Service Contract**.
- **Cost** - The reasonable and fair charges for parts and labor needed to repair and/or replace parts covered by this **Service Contract**. **To the extent applicable, replacement parts will be of like, kind and quality as the covered part(s) and may include Original Equipment Manufacturers (OEM), Non-Original Equipment Manufacturers (Non-OEM), Remanufactured or Recycled Parts.** Parts and labor charges, if any, shall not exceed the manufacturer's suggested retail price as stated by one of the national labor time guides listed.
- **Covered Component** – The eligible parts listed in the **SCHEDULE OF COVERAGE** section. The listed parts must be factory installed equipment on **Your Vehicle** or replacement parts meeting the manufacturer's specifications. **Replacement parts may be new, remanufactured, or replacement parts of like kind and quality, as determined by the Administrator/Obligor.**
- **Dealer**— The Selling Dealership from which **You** purchased this **Vehicle Service Contract** as shown on the **Application Page**.
- **Deductible** – This **Service Contract** has a \$0 per claim visit deductible.
- **Labor Rate** - The labor charges for authorized repairs will be based on the local average **Cost** for similar repairs. Labor time will be determined by a current nationally published flat-rate manual.
- **Pre-Existing Condition** – A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior to the **Contract Purchase Date**.
- **Repair Facility** – A licensed **Repair Facility** (licensed to perform mechanical repairs or a fleet service with certified mechanics) authorized by the **Administrator/Obligor** to perform repair services under this **Vehicle Service Contract**.
- **Service Event** – A mechanical breakdown not defined as maintenance in the **Vehicle's** owner's manual.
- **Term** – This **Vehicle Service Contract** will last for the time period indicated on the **Application Page**, so long as **You** own the **Vehicle**, or **You** have properly transferred the **Vehicle**.
- **Vehicle Service Contract (Service Contract)** – This **Vehicle Service Contract** purchased for the **Vehicle** described on the **Application Page**.
- **You, Your, Owner, Service Contract Holder** - the Owner as shown on the **Application Page** or the person to which this **Service Contract** was properly transferred.

### SCHEDULE OF COVERAGE

**EXCLUSIONARY COVERAGE:** Exclusionary coverage means We will cover the necessary Costs of repairs for any Breakdown to Your Vehicle, less payment of the Deductible amount per repair visit, except for terms listed and parts under EXCLUSIONS - WHAT IS NOT COVERED. Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and tear and use when the wear exceeds the manufacturer's specifications.

Replacement of the Covered Components include: frame, fork, handle bar, wheel hub, brake rotors, controller, main wire harness, charger, throttle, and LED displays.

Coverage includes recreational use of the Vehicle against defects in material and workmanship in the Vehicles' powertrain. The powertrain consists of the Vehicle's tractive unit and the high-voltage battery components.

### OPTIONAL SURCHARGES

The following options are only available when selected on the Application Page and applicable surcharges have been paid:

- **BATTERY:** A replacement of the **Vehicle's** battery, which during the term of this **Service Contract** becomes unserviceable, covered under this **Service Contract**.
- **LIFT:** The factory or **Dealer** installed modified suspension components prior to the sale of the **Vehicle** to **You** are covered. Coverage is limited to a six-inch (6") lift or three inches (3") lower from the original manufacturer specifications. **Vehicles** with oversized tires that do not exceed a 35" outside diameter or the equivalent are also eligible for coverage provided they were installed prior to sale of the **Vehicle** to **You**. **Lift kit parts are specifically excluded from coverage as well as any modifications made after the purchase of this Service Contract.**
- **ELECTRONICS:** The factory or **Dealer** installed prior to the sale of the **Vehicle** to **You** are covered. Coverage to include aftermarket and factory stereo head units, speakers, and amplifiers. GPS, Winches and PWC Fish and depth finders.
- **COMMERCIAL & FARM USE:** **You** can purchase the **Vehicle** for commercial, farm use and receive coverage outlined in this **Service Contract**.
- **SNORKEL ATV/UTV:** Aftermarket or Factory catalog snorkel kits **Dealer** installed, **You** still retain coverage per the terms and conditions of this **Service Contract**.
- **CLUTCH:** All clutch related items will be covered if the conditions are not normal wear and tear and found to be a mechanical defect.

### EXCLUSIONS – WHAT IS NOT COVERED

This Service Contract does NOT provide coverage for any of the following parts or services:

- Component failures occurring before We receive and approve the Application are not covered.

- b. Any repair done without prior authorization from Us.
- c. We do not provide any coverage for vehicles modified or altered AT ANY TIME beyond original manufacturer's specifications with or without Your knowledge, including but not limited to the following modifications: lift kits (unless You have paid the OPTIONAL LIFT SURCHARGE); lowering kits.
- d. Diagnostic and tear-down charges for non-covered repairs.
- e. Damage from failure to protect Your Vehicle after warning indicators illuminate.
- f. Repairs performed due to improper diagnosis.
- g. Fluids, refrigerant, and filters, except if previously stated in the SCHEDULE OF COVERAGE.
- h. Damage resulting from any previous improper repair.
- i. Parts and labor needed to maintain Your Vehicle in accordance with the requirements of Your manufacturer's owner's manual.
- j. Parts of the Vehicle subject to regular maintenance in accordance with the requirements of Your manufacturer's owner's manual.
- k. Damage from flood, fire, impact, and/or accident, regardless of the cause.
- l. Damage from conditions of the environment, including rust and corrosion.
- m. Damage from You altering, misusing, or tampering with the Vehicle, making improper adjustments, or using improper fuels or fluids.
- n. Damage resulting from failure to maintain Your Vehicle according to Your manufacturer's maintenance requirements.
- o. Damage/failure caused by water ingestion.
- p. Fluid leaks and damage caused by fluid leaks.
- q. Unspecified Repair Facility charges.
- r. We will not be responsible for any time lost any inconvenience caused by the loss of use of Your Vehicle, the quality of the repair by the Repair Facility or for any other incidental or consequential damages You may have.
- s. Vehicles used for commercial purposes (unless You have paid the OPTIONAL COMMERCIAL & FARM USE SURCHARGE).
- t. Vehicles with emergency lighting regardless of color, including but not limited to: police, fire, emergency service including emergency and non-emergency transport; tow trucks; sanitation.
- u. Clutch related items (unless You have paid the OPTIONAL CLUTCH SURCHARGE).
- v. **Pre-Existing Conditions.**

#### SERVICE CONTRACT CLAIM PROCEDURES

FAILURE, BY YOU OR YOUR REPAIR FACILITY, TO FOLLOW THESE CLAIM PROCEDURES MAY DELAY AND/OR RESULT IN CLAIM DENIAL. TO AVOID DELAY, FOLLOW THE CLAIM PROCEDURES LISTED BELOW:

- a. A claim must be opened during normal business hours and while Your Service Contract is active.
- b. RETURNING TO DEALER FOR REPAIRS: If Your Vehicle is within one hundred (100) miles of the Dealer, You must deliver Your Vehicle to the Dealer at the address shown on the Application Page of this Vehicle Service Contract. If Your Vehicle is more than one hundred (100) miles from the Dealer or the Dealer is no longer in business, call Us at 866-660-7003 for instructions before You deliver Your Vehicle to a Repair Facility. To assure coverage under the terms of this Service Contract, authorization must be obtained prior to teardown or repair.
- c. The Dealer or Repair Facility must be capable of: (1) performing tear-down to the point of Covered Component failure, (2) determining the cause and extent of damage, and (3) replacing or rebuilding the Covered Component. The Vehicle MUST REMAIN at the Dealer or Repair Facility until repairs are complete. If the Dealer or Repair Facility is unwilling or unable to work with Us, then We reserve the right to require You to choose another Repair Facility.
- d. The Dealer or Repair Facility must call Us at 866-660-7003 to open a claim BEFORE any repairs have begun.
- e. The Dealer or Repair Facility must perform a proper diagnosis to determine the cause of failure and extent of damage, which may include tear-down to the point of component failure upon Our request. YOU ARE RESPONSIBLE FOR THESE CHARGES for non-covered repairs. The Dealer or Repair Facility MUST provide Us with an estimate for the covered repair to obtain an authorization number BEFORE any repairs have begun. ANY REPAIRS PERFORMED PRIOR TO AUTHORIZATION WILL BE DENIED.
- f. We have the right to inspect the Vehicle. If the Dealer or Repair Facility is unable/unwilling to show the cause of failure and the extent of damage, You will be responsible for all re-inspection costs.
- g. We have the option to select new, rebuilt, aftermarket, or used components when authorizing repairs.
- h. We will arrange for payment or reimbursement of the amount of the authorized repair, less related charges not covered by the Service Contract.
- i. If it is determined a Covered Component has failed and an estimate for the repairs is approved by Us, an authorization number will be issued for the repair. The authorization number is valid for 180 days from the date issued. After 180 days the authorization number and claim are void. No invoice will be processed without a valid authorization number, Your signature, Dealer or Repair Facility's warranty on repairs (if applicable) and Dealer or Repair Facility's identifying information.
- j. Emergency Repairs (non-business hours only) – Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Service Contract are required outside of the Administrator/Obligor's business hours, You should deliver Your Vehicle to a Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator/Obligor for reimbursement, You will be required to provide the repair order/invoice for review.

#### SERVICE CONTRACT GENERAL PROVISIONS

- a. This Vehicle Service Contract goes into effect on the Contract Purchase Date.
- b. LIMITS OF BENEFITS & LIABILITY: For any one repair visit, all benefits paid or payable shall not exceed the JD Power Motorcycle/Snowmobile/ATV/Personal Watercraft Appraisal Guide (JD Power) or the actual cash value of Your Vehicle at the instant prior to the Breakdown. The aggregate total of all benefits paid or payable during the Term of this Service Contract shall not exceed the price You paid for Your Vehicle. If the JD Power Guide vehicle valuation is not available, not widely recognized or not commonly used in the geographic area, We may use another market retail valuation method.
- c. DIAGNOSIS: We will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a covered repair, not to exceed the labor time listed in a nationally recognized parts and labor guide. DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND, OR NOT A COVERED REPAIR.

- d. **RESERVATION TO REJECT:** We reserve the right to reject any Vehicle Service Contract Application. We do not provide coverage for any vehicle not originally manufactured to U.S. specifications, commonly known as grey market vehicles, salvaged vehicles, or factory buybacks.
- e. **ODOMETER:** Your odometer **MUST** display and function at all times, regardless of Your mileage limitations. If the odometer is broken or inoperable through no fault of Yours and if You have the odometer fixed within thirty (30) days of Your knowledge of it becoming broken or inoperable, the Service Contract will not be void. If there has been an inaccuracy, tampering, or alteration to the odometer mileage, by You or to Your knowledge, so the true and actual mileage is not shown or cannot be determined, then Your Service Contract is void.
- f. **MODIFICATION:** If, at any time, it is determined Your Vehicle is altered or modified from original manufacturer's specifications, We could consider this a material misrepresentation, unless Your Vehicle has been classed under the **OPTIONAL SURCHARGE** for the specific alteration and/or modification. Upon discovery by Us, We will cancel Your Service Contract and issue a prorated refund less claims paid or authorized for payment.
- g. **MAINTENANCE:** You are responsible for properly maintaining the vehicle in accordance with manufacturer's specifications and to protect against further damage caused by continued operation or damage from overheating.
- h. Coverage is limited to the repair or replacement of any Covered Component found to be defective beyond manufacturer's specifications, including failures resulting from normal wear and tear.
- i. **COOPERATION:** You must provide Your Vehicle Identification Number (VIN) or Contract Number when contacting Us. You agree You will cooperate with the processing of any claim. Your failure to cooperate is cause to reject, terminate, or cancel the claim and the Service Contract.
- k. We do not allow any third party to create any obligation or liability in connection with the Service Contract.
- l. The selling Dealer is not Our agent.
- m. **OBLIGOR PERFORMANCE & OBLIGATIONS:** Performance to You under this Service Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Service Contract has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is: Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153-0008, (800) 331-3780. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).
- n. **MAINTENANCE OF RECORDS:** During Your ownership, You must retain all Vehicle maintenance/repair records for review by Us upon request. You are responsible for properly using, maintaining, and caring for Your Vehicle. Evidence of the performance of the required maintenance must be kept and presented as proof of such maintenance in connection with related repairs covered by this Vehicle Service Contract. An example of what You will need to support proper maintenance would be repair invoices, receipts, and other such records. **FAILURE TO PROVIDE SUCH EVIDENCE, OR FAILURE TO PROPERLY MAINTAIN THE VEHICLE IN ACCORDANCE WITH YOUR OWNER'S MANUAL, MAY DISQUALIFY YOU FROM COVERAGE.**
- o. Coverage is superseded by any manufacturer's warranty, recall or warranty on a previous repair.
- p. **JURISDICTION AND VENUE; CHOICE OF LAW:** This Service Contract and all attachments hereto shall be governed by and construed in accordance with the laws of the state of California, without reference to its conflict of laws provisions. With respect to any litigation based on, arising out of, or in connection with this Service Contract and all attachments hereto, the Parties expressly submit to the personal jurisdiction of the Superior Court in and for California, or the United States District Court for the District of California, and the Parties expressly waive, to the fullest extent permitted by law, any objection that they may now or later have to the laying of venue of any such litigation brought in any such court referred to above, including without limitation, any claim that any such litigation has been brought in an inconvenient forum.
- q. **ARBITRATION:** In the event of a disagreement between You and Us concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day You filed your claim. Each party will select an arbitrator. The two arbitrators will select an umpire. Each party will pay the expenses of the arbitrator it selects. The expenses of the umpire will be shared equally. A majority decision between the two arbitrators and the umpire will be binding. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3.
- r. **PRIVACY NOTICE:** It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [[www.orias.com/privacy-policy](http://www.orias.com/privacy-policy)].

**SERVICE CONTRACT TRANSFER PROVISIONS:** To transfer this Service Contract, contact Us to request a Transfer Form. This Service Contract applies only to the Service Contract Holder and the described Vehicle listed on the Application Page. This Service Contract, however, may be assigned or transferred at the request of the Service Contract Holder to any new owner of the described Vehicle while the Service Contract is still in force by written notification and payment to the Administrator of a fifty-dollar (\$50.00) transfer fee, and providing proof of continuation of the service requirements. Transfer to the new owner must be completed within thirty (30) days of purchase. If any portion of the manufacturer's warranty is in effect at time of transfer, the transfer of the Service Contract will be valid only if the manufacturer's warranty is also properly transferred. Completed forms or materials evidencing the properly executed transfer of any manufacturer's warranty coverage in effect on a Vehicle must be received from the Service Contract Holder in addition to a copy of the bill of sale which lists the current mileage by Us before this Service Contract will be transferred.

**CANCELLATION PROVISIONS:** ALL REQUESTED CANCELLATIONS/REFUNDS MUST BE IN WRITING AND WILL BE PROCESSED THROUGH YOUR LIENHOLDER, IF ANY, OR YOUR DEALER. IF FINANCED, YOU AGREE YOUR LIENHOLDER IS A JOINT PAYEE TO RECEIVE ANY APPLICABLE REFUND. ANY CANCELLED SERVICE CONTRACT IS VOID AND WILL NOT BE REINSTATED.

- a. **CANCELLATION BY SERVICE CONTRACT HOLDER:** You may cancel this Service Contract by submitting a written request to the Dealer. If You request a cancellation during the first sixty (60) days from the **Contract Purchase Date**, We will refund You one hundred percent (100%) of the **Contract Purchase Price**, less any claims paid on Your Service Contract. After the first sixty (60) days from the **Contract Purchase Date**, We will refund You a pro-rated amount of the **Contract Purchase Price**, based on the **Term** remaining of the **Service Contract**, less a cancellation fee of either ten percent (10%) of the **Contract Purchase Price** or twenty-five dollars (\$25.00), whichever is less. In the event of Your cancellation of this **Service Contract**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Dealer** receives notice of the request to cancel or sooner if required by state law.
- b. **CANCELLATION BY US:** We may cancel this **Service Contract** during the first sixty (60) days of the **Contract Purchase Date** for any reason. After sixty (60) days, We may cancel this **Service Contract** due to Your material misrepresentation or fraud at time of sale, or Your failure to pay the **Service Contract Price**. If We cancel this **Service Contract**, We or the **Dealer** will refund You one hundred percent (100%) of the **Contract**

**Purchase Price**, less any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel this **Service Contract**. Any refund will be sent to the **Vehicle's** lienholder unless the lien is satisfied. **We** will cancel **Your Service Contract** for fraud, material misrepresentation, or nonpayment, either by **You** or on **Your** behalf. Prior notice of cancellation is not required for these violations. If cancelled by **Us** for any other reason, then **We** shall mail a written notice to **Your** last known address at least five (5) days prior to cancellation. The notice shall state the reason and effective date of the cancellation. In the event of **Our** cancellation of this **Service Contract**, any refund owed will be paid or credited no more than thirty (30) days from the date of the **Obligor's** cancellation or sooner if required by state law.