

UNITED STATES
WARRANTY
Extended Service Protection
CORPORATION



SERVICE CONTRACT
Powersports Division

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Congratulations on the purchase of a United States Warranty E.S.P Corporation service contract designed to protect your Powersports Vehicle. We look forward to providing you with unparalleled customer service.

DEFINITIONS

This *CONTRACT* contains several words that have a specific meaning when they appear in *ITALICS*:

APPLICATION: the form captioned "Powersports Division Service Contract Application" signed by *YOU* at the time *YOU* applied for coverage.

AUTHORIZED/AUTHORIZATION: *OUR* pre-approval of a claim as evidenced only by an *AUTHORIZATION* number provided by *US*.

BREAKDOWN: the failure of any *PART* rendering it incapable of performing the function for which it was designed, under reasonable and normal usage, when properly serviced and maintained.

CONTRACT /AGREEMENT: the coverage supplied to *YOU* under this document along with the *REGISTRATION PAGE* and *APPLICATION*.

DEALER/SELLER: the entity or person that sold this *CONTRACT*.

DEDUCTIBLE: the specific dollar amount as stated on the *REGISTRATION PAGE*, which will be subtracted from repairs covered on this *CONTRACT*.

EFFECTIVE DATE: the odometer/hour meter reading and date on which *YOU* signed the *APPLICATION* for this *CONTRACT* as stated on the *REGISTRATION PAGE*.

OPTION(s): optional coverage purchased as stated on the *APPLICATION* and *REGISTRATION PAGE*.

PART(s): the specific items listed under the applicable component headings, unless otherwise noted.

PLAN: the specific coverage issued (Eagle, Eagle Plus or Eagle Guardian) as stated on the *REGISTRATION PAGE*.

REGISTRATION PAGE: a document *WE* provide acknowledging *OUR* approval of the *APPLICATION* and listing the coverage *PLAN*, *OPTIONS* and other essential information including the *EFFECTIVE DATE* and expiration date.

REPAIR COST: the dollar amount which *WE AUTHORIZED* and will pay toward the repair of the *VEHICLE*.

TERM: the time period from the *EFFECTIVE DATE* to the expiration date expressed in days, months, mileage, hours, cycles or any combination thereof as stated on the *REGISTRATION PAGE*.

VEHICLE: the vehicle stated on the *APPLICATION* and *REGISTRATION PAGE*.

WE, US, OUR, ADMINISTRATOR: United States Warranty E.S.P Corporation, 6150 Parkland Blvd, Suite 200, Mayfield Heights, OH 44124, (800) 233-9878, who is the provider and administrator of this *AGREEMENT* that will evaluate and process all claims, issue the *AUTHORIZATION* number and the obligor responsible for paying the *REPAIR COST*.

YOU, YOUR, CONTRACT HOLDER: the person or entity stated as the purchaser on the *APPLICATION* and *REGISTRATION PAGE*.

AGREEMENT

Subject to the terms, conditions and exclusions contained in this *CONTRACT*, *WE* will reimburse *YOU* or pay a licensed repair facility the *REPAIR COST* resulting from a *BREAKDOWN* of *YOUR VEHICLE*. Coverage is valid in both the United States and Canada.

LAND DIVISION PLANS

EAGLE LAND – This *PLAN* includes *OUR* base coverage and allows *YOU* the flexibility in customizing *YOUR* own coverage by purchasing only the *OPTIONS YOU* need. Only listed *PARTS* are covered.

#1-17

EAGLE LAND PLUS - This *PLAN* includes all coverage and *OPTIONS* #18 – 22 contained in *PLAN*: Eagle Land. Only listed *PARTS* are covered. *OPTION* #23 Wear and Tear is not included in *PLAN*: Eagle Land Plus and must be purchased separately.

#1-22

EAGLE LAND GUARDIAN - The most comprehensive exclusionary coverage available. This *PLAN* provides coverage for virtually all factory installed or factory approved and dealer installed mechanical, hydraulic, electrical and electronic parts essential to the operation of *YOUR VEHICLE*. *OPTION* #23 Wear and Tear is not included in *PLAN*: Eagle Land Guardian and must be purchased separately.

PLAN: EAGLE LAND

- ENGINE COMPONENTS: Gasoline Engine:** all internally lubricated engine parts. **External Engine PARTS:** case halves, covers, crankcase to cover dowels, crankcase, crankcase to cylinder dowels, crankcase vent hose, cylinder barrels, cylinder block, cylinder head, cylinder to head dowels, engine mounts, exhaust manifold, flywheel, flywheel key, head pipe, intake manifold, muffler, oil dipstick, oil pump, power valves, rocker boxes, starter motor bushing, throttle body adapters, timing belt, valve covers and the variable exhaust control. **Diesel Engine:** all of the above *PARTS* and the mechanical fuel pump, intercooler and the factory installed turbocharger. **Electric Drive Motor PARTS:** electric motor (72 volts or less), charging jack, control module and the electronic throttle control.

2. **TRANSMISSION COMPONENTS:** bearings, cams, chains, chain adjuster, cluster gear set, clutch cover, counter shaft, CVT belt, CVT pulley, drive gear springs, engine to transmission gears, gearbox cover, gearbox L-plate, input shaft, internal drive gear, internal selector switch, main gear set, main shaft, output shaft, output shaft brace, rear sprocket, engagement plate, reverse gearbox, shift drum, shift fork, shift lever, shift linkage, shift pattern star (pawl), shift tension arm, shifter assembly, speedometer cable, transmission case and transmission mounts.
3. **DRIVE AXLE COMPONENTS:** axle bearings, axle shafts, carrier bearings, companion flange, CV joints, drive mount, drive shafts, gears, hub bearings, locking hubs, locking rings, pinion bearings, pivot pin, ring and pinion, side gears, spider gears, universal joints and the wheel bearings. Differential housing, transaxle housing, final drive housing or universal joint housing is covered only if damaged from a failure of a covered *PART*.
4. **BRAKE COMPONENTS:** backing plates, brake fluid reservoir, brake hoses, brake hubs, brake linkage, brake pedal, brake pedal pivot shaft, brake pedal bushing, hydraulic brake lines and fittings, disc brake caliper, internal actuating cam, master cylinder, parking brake handle or pedal, parking brake linkage, rear brake actuating cam and wheel cylinders.
5. **CHARGING SYSTEM COMPONENTS:** alternator, generator, rotor, stator and the voltage regulator/rectifier.
6. **ELECTRICAL COMPONENTS:** brake light switch, cam position sensor, capacitor, CDI control box/electronic ignition control module, crank position sensor, ignition coils, gear sensor, hazard light switch, horn, horn relay, horn button, headlight switch, idle air control (IAC), ignition pick-up, ignition switch, knock sensor, magneto, manifold absolute pressure sensor, manually operated switches, oil pressure switch, pull kill switch, relays, reverse switch, solenoids, start and stop button/switch, starter, start chain, starter intermediate gear, starter reduction gear, switch box/power pack, temperature sensor, throttle position sensor, trigger and trigger sensors, turn signal switch, turn signal flasher module and windshield wiper motor. Wiring harnesses connected to a failed *PART*.
7. **FUEL SYSTEM COMPONENTS (Gasoline Only):** carburetor, electric choke, choke cables, fuel injection sensors, fuel injectors, fuel injector control module, fuel lines, fuel line fittings, fuel pressure regulator, fuel pump, fuel rail, fuel tank, gas cap, petcock valve and the throttle body.
8. **GAUGE COMPONENTS (Factory Installed Mechanical and Electrical):** all analog instrumentation and electronic instrument sensors.
9. **OIL INJECTION COMPONENTS:** oil injection check valves, oil injection lines, oil injection metering system, oil injection pump, oil level sensor, oil level warning horn, oil pump drive gear, oil pump drive gear shaft, oil tank and the oil tank cap.
10. **PRIMARY DRIVE COMPONENTS:** all internally lubricated primary drive parts. Primary and secondary clutches, spider, outer cap and bushings. Primary drive case is covered only if damaged by the failure of a covered *PART*.

11. **STEERING COMPONENTS:** axle, ball joints, drag link ends, dust covers, handle bar, power steering cylinders, power steering pump, spindle bushings, steering arms, steering bracket, steering bracket bushings, steering control box, steering dampeners, steering link ends, steering stem bearings, steering stem bushing, steering stem shaft, steering wheel, steering wheel coupler, swivel bracket bearings, tie rod ends, triple tree clamp and the wheel spacer.
12. **SUSPENSION COMPONENTS:** a-arm pivot bolt sleeve, ball joints, front fork seals, front fork tubes, front wheel hubs, front wheel bearing, kingpins, kingpin bushings, lower control arms, rear wheel bearings, rear wheel hub, spindle, spindle bushings, swing arm, swing arm bearings, swing arm bushings, swing arm shaft and the upper control arms.
13. **TORQUE CONVERTER COMPONENTS:** cover, primary and secondary clutches, springs and the weights.
14. **TURBOCHARGER COMPONENTS (Gasoline, Factory Installed Only):** bearings, bushings, impellers, impeller shafts, intercooler, turbocharger housing and the waste gate.
15. **CHAIN CASE COMPONENTS (Snowmobiles Only):** automatic tensioners, belt drive sprockets, chains, gear box, lower chain sprockets, manual tensioners, reverse gears, roller chain and the upper chain sprockets. Chain case is covered only if damaged by the failure of a covered *PART*.
16. **SECONDARY DRIVE COMPONENTS (Snowmobiles Only):** bearings, cam assembly, drive shaft, jack shaft and the races.
17. **SEALS & GASKETS COMPONENTS:** seals & gaskets on *PARTS* which prevent the loss of fluids. Seals must be leaking to an active drip.

EAGLE LAND OPTIONS

18. **ABS BRAKE COMPONENTS (On-Road VEHICLES Only):** ABS control module, accumulator, brake pump motor, pressure modulator valve and the wheel speed sensors.
19. **AUDIO COMPONENTS (Factory/Dealer Installed Only):** in-dash head unit and global positioning system (GPS). **Intercom/CB Radio:** headset, transmitter, receiver, microphone, splitter, cables, jacks and console pod.
20. **COOLING SYSTEM COMPONENTS:** coolant pump, coolant fan, coolant fan motor, heat exchanger, radiator, sensors, thermal switch and the thermostat.
21. **DELUXE BIKE COMPONENTS (On-Road VEHICLES Only):** control cables, digital dash display, fairing brackets, fairing hinges, fairing mounting hardware, latches and switches.
22. **VEHICLE TRANSPORT TRAILER COMPONENTS (Must be purchased with the sale of the VEHICLE):** **Brakes:** backing plates, clips, hydraulic brake actuator, electric brake actuator, master cylinder, retainers, self-adjusters and brake springs. **Frame/Suspension:** axle, bearings, couplers, hubs, spring hangers and the suspension springs.
23. **WEAR AND TEAR (New VEHICLES Only):** provides coverage on *PARTS* listed under **Engine, Steering, Suspension and Transmission Components** where the operating performance has diminished as a result of normal wear or aging. (Not included on *PLAN: Eagle Land Plus* or *PLAN: Eagle Land Guardian* unless purchased separately.)

PLAN: EAGLE LAND PLUS

This *PLAN* provides coverage for all *PARTS* listed in *PLAN: Eagle Land*. It also includes *OPTIONS* #18 through #22.

PLAN: EAGLE LAND GUARDIAN

This *PLAN* provides coverage for virtually all factory installed or factory approved dealer installed mechanical, hydraulic, electrical and electronic parts essential to the operation of *YOUR VEHICLE*, subject to the specific limitations, provisions and exclusions in this *CONTRACT*.

Please Note: *PLAN: Eagle Land Guardian* does not provide coverage for the following:

Functional or non-functional ornamentation (i.e. trim, molding), cosmetic appearance items (i.e. bright metal, diamond cut metal, chrome, and/or premium polish finishes/coatings), fabric, glass, wood, synthetics or composites, support structures, frames, doors, windows, the interior/exterior of any cabinet/storage compartment/cavity or any parts interrelated to the above listed components.

SEA DIVISION PLANS

EAGLE SEA - This *PLAN* includes *OUR* base coverage and allows *YOU* the flexibility in customizing *YOUR* own coverage by purchasing only the *OPTIONS YOU* need. Only listed *PARTS* are covered.

EAGLE SEA GUARDIAN - The most comprehensive exclusionary coverage available. This *PLAN* provides coverage for virtually all factory installed or factory approved and dealer installed mechanical, hydraulic, electrical and electronic parts essential to the operation of *YOUR VEHICLE*. *OPTION #16* Wear and Tear is not included in *PLAN: Eagle Sea Guardian* and must be purchased separately

#1-13

PLAN: EAGLE SEA

- ENGINE COMPONENTS:** all internally lubricated engine parts. **External Engine PARTS:** case halves, covers, crankcase to cover dowels, crankcase, crankcase to cylinder dowels, crankcase vent hose, cylinder barrels, cylinder block, cylinder head, cylinder to head dowels, engine mounts, exhaust manifold, flywheel, flywheel key, head pipe, intake manifold, muffler, oil dipstick, oil pump, power valves, reeds, reed blocks, rocker boxes, starter motor bushing, throttle body adapters, timing belt, valve covers and the variable exhaust control.
- CHARGING SYSTEM COMPONENTS:** alternator, generator, rotor, stator and the voltage regulator/rectifier.
- ELECTRICAL COMPONENTS:** cam position sensor, capacitor, CDI control box/electronic ignition control module, crank position sensor, ignition coils, gear sensor, idle air control (IAC), ignition pick-up, ignition switch, knock sensor, magneto, manifold absolute pressure sensor, manually operated switches, neutral start switch, oil pressure switch, pull kill switch, relays, reverse switch, solenoids, start and stop button/switch, starter, starter chain, starter intermediate gear, starter reduction gear, switch box/power pack, temperature sensor, throttle position sensor and wiring harnesses connected to a failed *PART*.
- ENGINE COOLING SYSTEM COMPONENTS:** water pump, heat exchanger, radiator, sensors and the thermal switch.
- FUEL SYSTEM COMPONENTS:** carburetor, electric choke, choke cables, fuel injection sensors, fuel injectors, fuel injector control module, fuel lines, fuel line fittings, fuel pressure regulator, fuel pump, fuel rail, fuel tank, gas cap, petcock valve and the throttle body.
- GAUGE COMPONENTS (Factory Installed Mechanical and Electrical):** all analog instrumentation and electronic instrument sensors.

7. **OIL INJECTION COMPONENTS:** oil injection check valves, oil injection lines, oil injection metering system, oil injection pump, oil level sensor, oil level warning horn, oil pump drive gear, oil pump drive gear shaft, oil tank and the oil tank cap.
8. **TURBOCHARGER COMPONENTS (Factory Installed Only):** bearings, bushings, impellers, impeller shafts, intercooler, turbocharger housing and the waste gate.
9. **CONTROL COMPONENTS:** shift cable, starter/choke primer switch, start/stop button, tilt/trim switch, throttle cable, throttle cam lever and throttle control handle.
10. **LOWER UNIT COMPONENTS:** bearing oil retainer, driveshaft, driveshaft upper bearing, forward and/or pinion gear, gearcase head, lower pinion bearing, reverse gear, shift fork, shift rod and the shift rod cover assembly. Gearcase and/or propeller shaft if damaged as the result of the failure of a covered *PART*.
11. **MANUAL/POWER TRIM AND TILT COMPONENTS:** ball joints, control valve, cylinder mounts and pivots, hydraulic pump, manual trim cable, manual trim cylinder, power trim cylinders, cylinder rams, power trim master control switches, power trim motor actuator solenoid, power trim wiring harness, relief valve, retaining block, reverse lock valve, rudder nozzle, sliding gears, spring, spring sending unit, swivel bracket bearing, tilt motor, trim motor, water eliminator valve and the water eliminator valve worm gear.
12. **PROPULSION/JET DRIVE COMPONENTS:** all internally lubricated parts including: bushings, drive shaft, flywheels, impeller, impeller shaft, jet pump, thrust bearing and thrust bearing washers. Housing is covered only if damaged by the failure of a covered *PART*.
13. **SEALS & GASKETS COMPONENTS:** seals & gaskets on *PARTS* which prevent the loss of fluids. Seals must be leaking to an active drip.

EAGLE SEA OPTIONS

14. **AUDIO COMPONENTS (Factory/Dealer Installed Only):** in-dash head unit and global positioning system (GPS). **Intercom/CB Radio:** headset, transmitter, receiver, microphone, splitter, cables, jacks and console pod.
15. **VEHICLE TRANSPORT TRAILER COMPONENTS (Must be purchased with the sale of the *VEHICLE*):** **Brakes:** backing plates, clips, hydraulic brake actuator, electric brake actuator, master cylinder, retainers, self-adjusters and brake springs. **Frame/Suspension:** axle, bunks, couplers, roller cradles, spring hangers, suspension springs and the winch stand.
16. **WEAR AND TEAR (On New *VEHICLES* Only):** provides coverage on *PARTS* listed under **Engine, Lower Unit, Manual/Power Trim and Tilt and Transmission Components** where the operating performance has diminished as a result of normal wear or aging. (Not included on *PLAN*: Eagle Sea Guardian unless purchased separately.)

PLAN: EAGLE SEA GUARDIAN

This *PLAN* provides coverage for virtually all factory installed or factory approved dealer installed mechanical, hydraulic, electrical and electronic parts essential to the operation of *YOUR VEHICLE*, subject to the specific limitations, provisions and exclusions in this *CONTRACT*.

Please Note: *PLAN: Eagle Sea Guardian* does not provide coverage for the following:

Functional or non-functional ornamentation (i.e. trim, molding), cosmetic appearance items (i.e. bright metal, diamond cut metal, chrome, and/or premium polish finishes/coatings), carpet, fabric, glass, wood, synthetics or composites, support structures, frames, doors, windows, the interior/exterior of any cabinet/storage compartment/cavity or any parts interrelated to the above listed components.

BENEFITS

In addition to the *REPAIR COST*, *YOU* may be entitled to the following Benefits:

- 1. SENIOR CITIZEN/MILITARY ADVANTAGE:** a 25% reduction of *YOUR DEDUCTIBLE* for each. *YOU* must be 62 or over and/or must provide *YOUR* military ID number at the time *YOU* applied for this *CONTRACT*.
- 2. DEDUCTIBLE REDUCTION:** a 50% reduction of *YOUR DEDUCTIBLE* for *AUTHORIZED* repairs being performed by the *DEALER/SELLER* of this *CONTRACT*.
- 3. TOWING/ROAD SERVICE:** in the event *YOUR VEHICLE* is disabled, Nation Safe Drivers will dispatch a service vehicle to *YOUR* location to assist *YOU*. In the event *YOUR VEHICLE* is unable to continue under its own power *YOUR VEHICLE* may be towed to a location of *YOUR* choosing. *YOU* will receive up to 25 miles of towing at no cost; any additional mileage will be *YOUR* responsibility and payment will be expected at the time service is rendered. When calling for towing or road service *YOU* must call 1-844-286-3253. *YOU* will be required to give the representative assisting *YOU* the following information: Producer Code-25554, *YOUR* Member Number (which is *YOUR APPLICATION* number on the top right of *YOUR APPLICATION*) and *YOUR* plan letter which is U. **COVERAGE:** *YOU* are entitled to one (1) service per 72-hours. Services available to *YOU* at no cost are: a tow up to 25 miles; battery jumpstart; fuel delivery (*YOU* are responsible for the actual cost of the delivered materials). The coverage does extend to the trailer while being used to transport the covered *VEHICLE*. **REIMBURSEMENT:** In the event *YOUR VEHICLE* is disabled and *YOU* contracted for any of the above covered services on *YOUR* own, *YOU* will be able to submit *YOUR* original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to \$50. *YOU* must send *YOUR* original receipted roadside bills along with a completed claim form to: Nation Motor Club, Inc. dba Nation Safe Drivers, 800 Yamato Rd STE 100, Boca Raton, Florida, 33431. **Attn:** Claims. Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free 1-800-338-2680.
- 4. TRIP INTERRUPTION** in the event of a *BREAKDOWN* of a covered component or *PART*, Nation Safe Drivers will reimburse *YOU* a maximum of one hundred fifty (\$150.00) dollars per day, not to exceed a total of four hundred fifty (\$450.00) dollars (3 days), for expenses incurred by *YOU* for meals and/or lodging, provided: *YOU* cannot operate *YOUR VEHICLE* due to a mechanical *BREAKDOWN* covered by this *CONTRACT* and are more than 100 miles away from home, and expenses are incurred between the time of *BREAKDOWN* and the time repairs are completed. (The date of *BREAKDOWN* shall be considered the first day.) One day's trip interruption expense shall be allowed for each five (5) hours, or portion thereof, of required manual flat-rate labor time. A detailed receipt must be submitted to Nation Safe Drivers before reimbursement will be made.

Benefits #3 and #4 are administered by Nation Motor Club, LLC dba Nation Safe Drivers located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

SERVICE AND MAINTENANCE

Service and properly maintain the *VEHICLE* in accordance with all manufacturers' written instructions that pertain to *YOUR VEHICLE* and regardless of whether the *VEHICLE* is in or out of storage. All service and maintenance, scheduled or non-scheduled, is *YOUR* responsibility and at *YOUR* expense.

YOU must save, and upon request provide *Us* with, service records detailing the date, *VEHICLE* identification number, mileage/hours/cycles and type of services performed and verifiable paid receipts. Handwritten receipts will not be accepted.

Please Note: On Used *VEHICLES*, in addition to the above, within thirty (30) days of the *EFFECTIVE DATE*, *YOU* must change the engine oil and all filters. Check the levels and quality of all other fluids and change or adjust as necessary.

Failure to comply with any of the above requirements will result in a conclusive determination that the *VEHICLE* has not been properly maintained and will result in the denial of any claim that could be maintenance related and the cancellation of *YOUR CONTRACT* (in whole or in part) at *OUR* sole discretion.

CLAIM PROCEDURE

AUTHORIZATION must be obtained from Us before repair work is commenced. Failure to obtain AUTHORIZATION will result in the denial of YOUR claim.

In the event of a *BREAKDOWN*, contact *Us* immediately to report and discuss the claim prior to commencing the repairs in order for *Us* to do a preliminary evaluation of *OUR* liability. To report a claim, call (800) 233-9878 or submit it to *OUR* website at www.uswceagle.com/claims. It is *YOUR* responsibility to authorize the repair facility to diagnose the problem and to contact *Us* to provide the diagnosis and an estimate of the parts and labor. *WE* will evaluate the claim and upon *OUR* acceptance of liability *WE* will issue an *AUTHORIZATION* number and confirm the *REPAIR COST*.

Upon completion of the repair, review the service performed with the repair facility and make certain that *YOU* are satisfied before signing the work order approving *Us* to pay the *REPAIR COST*.

NOTE

Prior to issuing an *AUTHORIZATION* number, upon *OUR* request, *YOU* must agree to provide documentation regarding the *VEHICLE* including but not limited to: service and maintenance records, vehicle analysis software reports, Department of Transportation (DOT) inspection reports, driver vehicle inspection reports, photographs and parts in their failed state. Prior to paying the *REPAIR COST*, *WE* reserve the right to receive a signed proof of loss or release from *YOU*. *WE* reserve the right to conduct an independent inspection of the *VEHICLE* and/or its parts.

In the event that an incident occurs outside *OUR* normal business hours, call (800) 233-9878 and follow the prompts to contact *OUR* after hours adjusters. *YOU* will be required to provide *YOUR* name, *APPLICATION* number, phone number, the phone number of the repair facility and the nature of the repair. *YOU* are required to retain all failed parts and associated fluids and filters until the claim is concluded.

CLAIM PAYMENT

WE will pay the *REPAIR COST*, by Automated Clearing House (ACH), credit card or check (in U.S. Dollars), to *YOU* or the repair facility. *YOU* are responsible for the *DEDUCTIBLE* and the cost of any non-covered parts, supplies, services or labor. Documentation for payment must include a receipt detailing parts, labor, services performed, the *VEHICLE* make, model, VIN/serial number and the current odometer/hour meter reading. It must also include the *AUTHORIZATION* number and be signed by *YOU*. Documentation must be received by *Us* within thirty (30) days of the date the *AUTHORIZATION* number was issued in order to be eligible for payment.

Submit all documentation via fax to (866) 876-1594 or mail to: United States Warranty E.S.P Corporation, 6150 Parkland Blvd #200, Mayfield Heights, OH 44124 or email to claims@uswceagle.com.

EXCLUSIONS

WE do not cover any part, event, condition or failure caused by, related to, or resulting in or from:

- a) improper installation, the installation of a defective or incorrect assembly or part, maintenance, adjustments, improper pH or DCA/SCA levels, negligence, abuse, competitive driving, racing, off-roading or stunting. Manufacturing defects or poor design, any recall or technical service bulletin, performance enhancing modifications or any part which has been modified.**
- b) reduced operating performance attributable to wear and tear (unless *OPTION* is purchased), carbon, compression loss, burned or leaking valves, worn or sticking piston rings, contaminated fluids or lubricants, improper fluids or lubricants, lack of fluids or lubricants, oil consumption, detonation or preignition. Metal fatigue, corrosion, electrolysis, rust, impact, ingestion, punctures or road hazards. Rodent, insect or animal infestation. Aquatic growth, deterioration, dirt, fire, freezing, mold, noises, odor, overheating, overloading, sand, stress, vibration, warping and water. All wiring unless specifically listed. Improper voltage including but not limited to: faulty grounds and power surges.**
- c) attaching devices including but not limited to: adhesives, bolts, fasteners, latches, stripped threads, welds and solder. Bent jacks, bent axles, brackets (unless specifically listed), filters, frame, hitches, non-hydraulic hoses (unless specifically listed), belts (unless specifically listed), batteries, speakers, weather related seals, tires, wheels, lost fluids or refrigerants (unless part of an *AUTHORIZED* repair).**
- d) the following systems or parts thereof: final drive chains, final drive belts, final drive sprockets, clutch plates, boat trailer hubs, boat trailer spindles, boat trailer wheel bearings, winch cables, manual transmission, exhaust/emission system (unless specifically listed), keyless ignition, intelligent cruise control systems, safety restraints, heads up display, perimeter warning, solar panel, lighting, light bulbs, LED's, data storage devices, in-dash DVD players, optical recorders and displays, audio/video cords and audio/video cases or housings or frames, IR/RF/ultrasonic, remotes, voice or data communication and wiring, touch screen controls, or external audio/video components (unless specifically listed).**
- e) software or firmware: update, configuration, flashing or reinstallation. Any installation use or maintenance that would cause the manufacturer to not honor their factory warranty.**
- f) any costs associated with: any E.P.A. regulation or material shop supply charges, core charges, diagnostic (unless part of an *AUTHORIZED* repair), storage charges, freight charges (unless part of an *AUTHORIZED* repair), or access or research time.**

LIMITS OF LIABILITY

WE reserve the right to supply replacement *PARTS*. *PARTS* will be of like kind or similar (aftermarket, new, used, remanufactured or rebuilt) commensurate with the age, condition and odometer/hour meter reading of the *VEHICLE*.

1. *WE* will pay at a maximum: **a)** the reasonable manufacturer's suggested retail price for a *PART*; **b)** the labor rate commensurate with local geographic rates; **c)** the lesser of the time to perform the repair/replacement based on the time as stated in a recognized labor manual, the manufacturer's recommendation or the recommendation of an industry professional; **d)** all *REPAIR COSTS* in total during the *TERM* of this *CONTRACT* is the fair market value of the *VEHICLE* immediately prior to the *BREAKDOWN*; **e)** reasonable shipping charges using ground transportation.

2. This *CONTRACT* does not provide coverage for: **a)** claims reported after the expiration date or claims reported prior to the expiration date and not *AUTHORIZED* within 30 days of the expiration date; **b)** pre-existing conditions: defined as a condition that can be reasonably assumed to have existed prior to the purchase date of the *CONTRACT*; **C)** any repair or replacement performed up to thirty (30) days prior to the date and mileage *YOU* accepted delivery of the *VEHICLE*; **d)** any component or part that was not functioning properly upon the first attempt to operate it; **e)** any condition which *YOU* had knowledge of or should have been reasonably aware of at the time of *VEHICLE* delivery; or **f)** claims if the odometer/hour meter is inoperative or has been tampered with.

3. *WE* are not liable for any *BREAKDOWN* resulting from: **a)** *YOUR* failure to properly service or maintain the *VEHICLE*; **b)** *YOUR* failure to timely repair any failed *PART*; **c)** any damage resulting from continued operation in a failed state.

4. The bold type Component Headings and Subheadings (i.e. **VEHICLE TRANSPORT TRAILER COMPONENTS ... Frame/Suspension**) do not provide coverage for the entire component. Only specific *PARTS* listed are covered. Any part not listed is not covered.

5. *WE* do not cover any *BREAKDOWN* or damage caused by or related to: **a)** the *BREAKDOWN* of any *PART* which has been *AUTHORIZED* within ninety (90) days of the repair payment date; **b)** any *PART* which has not failed but which a repair facility recommends or requires be replaced or repaired; **c)** the modification, retrofitting, or building of any *PART* which is obsolete, unavailable or superseded; **d)** an act of God, natural disaster or weather; any unlawful act, war or civil disturbance; the repair process; **e)** any *PART* not installed at the time the *VEHICLE* was built unless the failed *PART* has been approved/installed by the *VEHICLE* manufacturer or manufacturer approved and dealer installed; **f)** incidental and/or consequential, monetary or physical damages not limited to loss of use of the *VEHICLE*, property damage, attorney fees, personal injury, punitive damages, loss of time, wages, profits or inconvenience; **g)** shipping delays, shipment damages, and *PART* availability since these conditions are beyond *OUR* control; **h)** any improper translation of instructions; **i)** tear down, disassembly, and assembly charges if the claim is not *AUTHORIZED*; and **j)** grey market, salvage, branded, flood, total loss or rebuilt *VEHICLES*.

6. This *CONTRACT* runs concurrent with and secondary to any other company's warranty, service contract or coverage of any type whether or not the entity is conducting business. This *CONTRACT* does not replace the manufacturer's warranty and does not cover any mechanical *BREAKDOWN* that is or was subject to or consistent with the description in any applicable bulletin or recall notice.

7. Storage or any non-use of the *VEHICLE* will not extend or modify the *TERM* of the *CONTRACT*.

MISCELLANEOUS

This *CONTRACT* will be deemed null and void if modified or assigned without *OUR* signed written consent. This *AGREEMENT* supersedes any written or oral prior agreement or understanding between the parties and may not be modified or amended in any manner unless in writing and signed by an Officer of United States Warranty E.S.P. Corporation. If the exact in-service date cannot be determined, the first day of the *VEHICLE* model year shall be used. *WE* reserve the right to retroactively correct any error.

COMMERCIAL/BUSINESS USE

WE reserve the right to cancel this *CONTRACT* and/or deny any claim if the *VEHICLE* is used in the course of: business, commerce, government, leased, rented, employment, emergency purposes, or utilized to generate income to any extent whatsoever, unless the Commercial/Business Use surcharge was purchased.

CANCELLATION

YOU may reject and return this *CONTRACT* within fifteen (15) calendar days of the delivery of this *CONTRACT* for a full refund, less actual costs or charges needed to issue and service this *CONTRACT*. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days after return of the *CONTRACT* to *US*. The right to a refund is limited to the original *CONTRACT HOLDER*. If the *CONTRACT* has been transferred, this *CONTRACT* cannot be cancelled and there will be no refund.

WE reserve the right to cancel this *CONTRACT*: **a)** based on any act of concealment or misrepresentation of any material fact related to the *CONTRACT*; **b)** nonpayment of the provider fee; or **c)** if there is a substantial breach of duties by *YOU*. In the event *WE* cancel this *CONTRACT*, *WE* will mail written notice stating the effective date of cancellation and the reason for cancellation to *YOU* at *YOUR* last known address at least thirty (30) days prior to cancellation. No notice will be mailed if the *CONTRACT* is cancelled for nonpayment of the fee or material misrepresentation by *YOU*.

Upon official notice to *US* of the *VEHICLE* repossession or the *VEHICLE* being subject to repossession, coverage will be deemed terminated and the right to a refund will transfer to the lienholder.

CANCELLATION PROCEDURE

To cancel: **a)** obtain a Cancellation Form from the *DEALER/SELLER/US*. The form must be signed by the *DEALER/SELLER* and *YOU*; **b)** submit the Cancellation Form to *US* at 6150 Parkland Blvd, Suite #200, Mayfield Heights, OH 44124 or via fax to: (866) 876-1594; **c)** all refund checks will be made payable to *YOU* or the lienholder and will be issued by the *DEALER/SELLER*.

TRANSFER

This *CONTRACT* is transferable only once during the *TERM* of the *CONTRACT* and only by the original *CONTRACT HOLDER*, subject to *OUR* approval. Benefits terminate upon transfer. This *CONTRACT* is not transferable if *VEHICLE* is traded, sold through a dealer/broker or repossessed. *WE* reserve the right to deny a transfer and/or any claim if the proper transfer procedure or maintenance requirements were not followed. *WE* reserve the right to an independent inspection of the *VEHICLE* at *YOUR* expense.

TRANSFER PROCEDURE

To transfer: **a)** request a Transfer Form from *Us*. The Transfer Form must be signed by *YOU* and the transferee; **b)** submit the completed Transfer Form, a notarized copy of the bill of sale or a copy of the transferee's title and a \$50.00 non-refundable processing fee made payable to United States Warranty E.S.P Corporation; **c)** all remaining manufacturer's warranties must be transferred to the transferee; **d)** the transferee must be provided with all of the maintenance receipts and documentation for the *VEHICLE*; **e)** If Transfer Form is not received by *Us* within fifteen (15) days of *VEHICLE* sale, the transfer will be denied. Upon *OUR* approval of the transfer, a *REGISTRATION PAGE* and *CONTRACT* will be mailed to the transferee.

RENEWAL

VEHICLES are eligible for any *PLAN* available subject to *OUR* guidelines and approval at the time of renewal. Contact *YOUR DEALER* or *Us* to fill out a new *APPLICATION* and obtain a copy of *OUR* current *CONTRACT*. *WE* reserve the right to an independent inspection of the *VEHICLE* at *YOUR* expense. Upon acceptance of *YOUR APPLICATION*, *YOU* will be issued a new *CONTRACT* and *APPLICATION* number. *YOU* must retain all prior maintenance records.

SUBROGATION

Any rights *YOU* have to recover against another entity for the *REPAIR COST* *WE* paid under this *CONTRACT* shall become *OUR* rights. *YOU* must do whatever is necessary to preserve and enforce these rights. *WE* shall recover *OUR* paid *REPAIR COST* only after *YOU* have been fully compensated.

LEGAL REMEDIES

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

TO RESOLVE DISPUTES, *YOU* MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE BELOW ARBITRATION PROCEDURE, OR SMALL CLAIMS COURT. BY AGREEING TO THIS *CONTRACT*, *YOU* and *WE* WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.

Before binding arbitration or filing an action in small claims court, *YOU* must first request a review by *OUR* Claims Review Board. The request must be submitted in writing and mailed to 6150 Parkland Blvd #200, Mayfield Heights, OH 44124 or emailed to claims_review_board@uswceagle.com. Please state the basis of *YOUR* disagreement and include documentation. Please allow thirty (30) business days for *OUR* response.

ARBITRATION PROCEDURE: In the event of a dispute of any nature, if *YOU* elect Arbitration: Either *YOU* or *Us* may submit the dispute to a third-party entity authorized to conduct arbitration. Ohio law shall be the controlling law. The finding of the arbitrator shall be binding and non-appealable. *YOU* and *Us* shall share equally in the cost of the arbitration according to the consumer rules as outlined by the American Arbitration Association. It is further agreed that said arbitration can be conducted by proper submission of acceptable documents and the parties will participate by telephone or electronic communications.

"SERVICE, INTEGRITY & TRUST"
SINCE 1975



UNITED STATES WARRANTY E.S.P. CORPORATION

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