



## EXCLUSIONS

The Service Contract Provides No Coverage or Benefits:

- A. For any of the following parts: carburetor, battery and battery cable/harness, radio/cassette/CD players, speakers, electronic transmitting/receiving devices, global positioning systems, shock absorbers, entire clutch system, manual and hydraulic linkages, friction clutch disc and pressure plate, lenses, sealed beams, light bulbs, circuit breakers, brake rotors, all exhaust and emission components, exhaust pipes, baffles, manifolds, head pipe, chambers and silencers, catalytic converters, or any state required emission parts, trim, moldings, ornamentation, seats, grips, fenders, faring, dashboard, windshield, weather strips, trim, moldings, upholstery and carpet, bright metal chrome, seat and paint (including when in connection with a covered repair), sheet metal, frame and structural body parts, tires, wheels/rims, bumpers, external nuts, bolts and fasteners and loose fasteners, and connections, gluing components, and mirrors. Damage to or from a non-covered part. External/Final Drive chains, clutch and hub assemblies, rear hubs (unless damaged by a covered drive axle component), cables, front fork tubes and hubs, steering stem, turn signals, weld failures or any damage as a result of a weld failure (regardless of cause), chain guards, fastening hardware, wire connectors, fusible links, fuses, fuel lines (rubber or metal), external belts, external sprockets, bent shift forks or bent valves (unless caused by failure of a covered part), anodes, and/or any damage caused by the loosening or improper adjustments of these parts, or improper engine adjustments. Failure caused by ruptured or damaged rubber boots. Seals and Gaskets of non-covered components, Seals and Gaskets for Used Plans (except where required in conjunction with a covered repair) unless the Contract Registration Page is properly marked for the Seals and Gaskets surcharged coverage (OnRoad Motorcycle/Scooters only). The following parts are not covered unless the Contract Registration Page is properly marked for surcharged Coverage for Anti-Lock Brakes (ABS) and/or the Trailer Pak (OnRoad Motorcycles/Scooters): electronic control unit, anti-lock computer module, wheel speed sensors/exciters, proportioning valves, high pressure hydraulic pump, electro-hydraulic proportioning control valves, accumulator, master cylinder, hydraulic brake actuator and backing plates, axle(s), brackets, bunks, fenders, hubs, roller cradles, spring hangers, welds and winch stands, springs.
- B. For maintenance services and parts described in the Product's owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: ignition points, positive crankcase ventilator valve, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, distributor cap and rotor, hoses, drive belts, brake pads or shoes, brake drums, thermostats, and spoke adjustment. For 2 stroke engines: pistons, piston rings and wrist pins. Refer to the owner's manual for periodic maintenance and replacement intervals for required maintenance items. Alignments and other maintenance services and parts even when used in conjunction with replacement of covered parts. Filters, caulking, sealants, washers, grouting, lubricants and fluids will be covered only if replacement is required in connection with a covered breakdown.
- C. For any damage and/or breakdown resulting from collision and/or accident, road hazard, fire, theft, larceny, vandalism, riot, civil commotion, labor difficulties, aesthetic damage including but not limited to scratches, paint deterioration, dents, nicks, normal wear and tear, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, war, hail, water or flood, malicious mischief, acts of God, natural disaster or acts of nature, salt, environmental damage, chemicals, contamination of fluids, fuels or lubricants, sand, dirt, aquatic growth, rotting, stress cracks, fatigue, vibration, power surge, improper voltage, manufacturing or design defects. Failure caused by engine sludge, residue, or corrosion in radiator (if any) or heater core. Damage due to carbon build up on cylinders and repairs to correct loss of compression or oil consumption related to burnt, carboned or worn piston rings or valve parts.
- D. For any breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for the Product, or improper servicing or repairs subsequent to purchase. For any breakdown caused by contaminants, or resulting from failure to perform recommended maintenance services or failure to maintain proper levels of lubricants, or failure to protect the Product from further damage when breakdown has occurred or failure to have the Product towed to the service facility when continued operation may result in further damage. Continued operation includes the failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as, fluid leakage, slipping, knocking, or smoking, and not protecting the Product by continuing to drive creating damage beyond the initial failure. The Contract Holder is responsible for making sure the oil warning light/gauge and the temperature light/gauge are functioning properly before operating the Product.
- E. For any repair or replacement of any covered part if a breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer. Any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a breakdown, is the Contract Holder's responsibility and expense.
- F. If any alterations have been made to the Product or the Product is being used or has been used in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches, emissions and/or exhaust systems modifications, engine/performance modifications, transmission modifications, and/or drivetrain modifications. Failure when Product is used for hauling a trailer(s) without manufacturer's recommended trailer towing equipment or hauling trailers in excess of rated capacity of the Product or failure to follow the manufacturer's operator's manual.
- G. If the Product has ever been declared a total loss, rebuilt, salvaged, has a branded title, or if the manufacturer has voided the factory warranty, or is a grey market product.
- H. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of the Product, described in the Contract whether or not related to the parts covered. For loss of use, time, expense, income, profit or inconvenience, or any other loss including any Consequential Damage to a non-covered part. The Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the Contract) and attorney's fees.
- I. Any part not originally covered for the full term of or specifically excluded by the manufacturer warranty. When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, emissions warranty, major component or full coverage warranties or a repairer's guarantee/warranty (regardless of manufacturer's or repairer's ability to pay for such repairs). Further, Coverage under the Contract is similarly limited in the event of a breakdown if the manufacturer has announced its responsibility through any means, including recalls and factory service bulletins.
- J. If the Product is used for rental, police, fire, or emergency service, prearranged or organized racing or competitive riding. The following commercial applications will not be covered. Such exclusions will include but not be limited to: vehicles used for livery or hire, snowplowing, pool products, or Products which regularly have multiple operators, and Products with non-standard equipment installed specifically to facilitate commercial use.
- K. For any pre-existing condition or for any breakdown occurring before Coverage takes effect or prior to the Contract Purchase Date, or if the information provided by the Contract Holder, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate. Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the Coverage provided by the Contract.
- L. For breakdowns that occur and/or repairs made outside of the United States of America and Canada.
- M. For diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's factory or national flat rate hourly guide in conjunction with a covered repair, or the cost of the teardown if no mechanical breakdown was found. Liability in excess of the actual cash value of the specified parts and of the labor for the repair or replacement thereof.
- N. For storage charges, fees or expenses charged for disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe material.
- O. Repair to pistons, rings and/or pins due to carbon or "choking" condition, repair to valves due to carbon, dished, taliped or stuck condition.
- P. Failure of drive belts, or damage due to drive belts, or rear pulley.
- Q. Loss caused by damage due to over revving (running above red-line). Failure when Product is used for sustained high speed use, acceleration trials, hard or abusive operation including but not limited to: wide open throttle operation, high speed acceleration or shifting of transmission gears at high engine rpm.
- R. Modification or building of any part to replace a part that is obsolete, unavailable, or superceded.
- S. Any part which has not failed but which a repair facility recommends or requires to be repaired or replaced.
- T. Loss caused by foreign substance in the fuel, improper fuel/oil mixture, clogged filters, and use of fuel and/or oil not recommended by the manufacturer.
- U. Damage to a covered part by a non-covered part(s) failure. Consequential Damage to a non-covered part by a covered part.
- V. Loss caused by detonation, pre-ignition, lean or improper fuel mixture, overheating, loss of or improper fluid level (examples: fuel, oil, coolant, etc.) water/snow ingestion through the intake/induction system, even if the failure is caused by a covered part. Damage caused by loss of oil, lubricant or coolant regardless of the cause.
- W. Repairs performed by an unauthorized dealer, repair facility or claims that did not receive prior authorization from the Administrator.
- X. Any damage resulting from transporting the Product.
- Y. Any mechanical failure which occurs due to the Product being operated below temperature as recommended by the manufacturer.

*This is not a contract. The content herein is limited by its size. The entire terms and exclusions of the agreement are included in the Vehicle Service Contract.*