

# National Powersports Distributors Premium Warranty

<b>Vehicle Owner</b>	Name(s)				Contract Number	
	Address				Phone	
	City	State	ZIP	E-mail		

<b>Vehicle</b>	Year	Make	Model			
	Mileage	VIN	Engine size		Purchase price	

<b>Dealer</b>	Name				Dealer number	
	Address				Phone	
	City	State	Zip	E-mail		

<b>Plan</b>	Term					
	First 30 days:		Comprehensive Coverage Period			
	Days 31-90:		Powertrain Limited Coverage Period			
	Mileage limit	Deductible			Contract date	
3,000 mi		\$25				

This contract is not insurance and does not guarantee the utility or performance of the vehicle.

Warranty carries no cash value and we do not issue refunds and are not obligated under any guaranteed price refund **you** may obtain from the **Dealer** or other party.

Certification		
By signing below, <b>you</b> acknowledge that <b>you</b> have read and understand the attached full terms and conditions including contract coverage, what is not covered, <b>your</b> vehicle maintenance and other responsibilities and how to file a claim. Furthermore, <b>you</b> understand that all repairs performed under this contract must be authorized by <b>us</b> .		
Purchaser's Signature	Date	Dealer authorized signature

# National Powersports Distributors Premium Warranty

Please read and retain the following pages, it is **your** contract terms and conditions

## Definitions

<b>Deductible:</b>	The amount to be paid by <b>you</b> for each <b>covered repair</b> .
<b>Covered part(s)</b>	Means one or more of the parts or components identified as subject to coverage in this contract and not specifically excluded. This does not include gradual reductions in operating performance due to wear and use.
<b>Covered repair:</b>	The failure of a <b>covered part</b> because of a mechanical defect or faulty workmanship by the manufacturer which renders the <b>covered part</b> incapable of performing the function for which it was designed and not excluded by any other term or condition in this contract.
<b>Dealer:</b>	The entity identified as " <b>dealer</b> " on the front page of this contract.
<b>Mechanical breakdown:</b>	Means the event or incident in which a part or component of your vehicle failed to perform the designed function leading to the filing of a claim.
<b>Period</b>	Refers to the date(s) of the Term that identifies the type of coverage applicable for that date (Comprehensive or Powertrain Limited) and the related covered parts and/or repairs applicable for that date.
<b>Repair facility:</b>	Means the facility completing the diagnostics and repairs on your vehicle. If the <b>repair facility</b> is not licensed by the state or approved by a vehicle manufacturer as a service center, it may inhibit claim approval.
<b>Road hazard:</b>	Debris in the air or on the road surface or road surface conditions such as potholes, cracks and breaks.
<b>Term:</b>	The period during which this contract coverage applies. The term selected is shown on the front page of this contract. This contract will automatically terminate when you sell your vehicle unless it is properly transferred or cancelled as described in this contract. Contract expiration is measured from the contract date of sale. The contract expires when the length of time of the term is reached (12:01am local standard time).
<b>Vehicle:</b>	The <b>vehicle</b> identified on the front page of this contract.
<b>We/Us/Our:</b>	National Powersports Distributors, LLC, the service contract administrator, and obligor of this contract.
<b>You/Your:</b>	Refer to the <b>vehicle</b> owner(s) as named on the front page of this contract or the person(s) to whom this contract was properly transferred.

## Your Responsibilities

1. To maintain valid contract coverage, you must have your **vehicle** inspected, serviced, and stored in accordance with the manufacturer's recommendations as outlined in the **vehicle** Owner's Manual. Failure to follow the manufacturer's recommendations may result in the denial of coverage. You are responsible for maintaining accurate vehicle service records, including verifiable receipts for parts and materials necessary for you to perform your own service work. If required, **you** will furnish **us** with these receipts and records during the contract period. All maintenance expenses are **your** responsibility.
2. In the event of a **mechanical breakdown**, use reasonable efforts to protect the vehicle from further damage to prevent additional expenses, repairs, or complete denial of the claim. Contact **us** immediately.
3. In the event of a **mechanical breakdown**, make reasonable efforts to obtain service from the selling **dealer**.
4. Provide the **repair facility** with a copy of this contract or contract number if possible. Authorize any charges necessary to determine the cause of the failure. This includes diagnostic and disassembly charges. **You** will be required to pay this expense if the **mechanical breakdown** is not deemed a **covered repair**.
5. Cooperate fully with any reasonable request for **us** to inspect the **vehicle** or to establish ownership of the vehicle in the event **you** report a claim.
6. Obtain repair authorization from **us** before any repair is made. A repair pre-authorization can be obtained from **us** by calling toll free (844) 206-9779. Should an emergency occur which requires a repair to be made at a time when **our** office is closed, **you** must call **us** no later than the next business day. If covered, you will be eligible for reimbursement on **covered repairs** provided you follow all other procedures outlined in this section. Claims processed without prior authorization will be limited to five-hundred dollars (\$500) reimbursement, even when the **covered repair** exceeds that amount.
7. Within thirty (30) calendar days after the pre-authorized **covered repair** is completed, submit itemized, dated invoice/repair order to **us** exhibiting that the pre-authorized repair has been completed. Any increases in repair expense beyond 10% of the pre-authorized amount must be authorized.
8. Pay **deductible** and any non-covered expenses.

## Coverage

Subject to the **deductible** and other provisions of this contract. If a **mechanical breakdown** is deemed to be a **covered repair**, we will pay an authorized **repair facility** for the pre-authorized reasonable and customary charges, not to exceed manufacturer's suggested list price and specific labor times published in nationally published labor manuals or the manufacturer's warranty labor time standards, times the repair facilities posted hourly labor rate, to repair **your vehicle**. Replacement parts will be of like kind and quality (including re-manufactured, exchanged, or serviceable used components or parts within the original design specifications and wear tolerances of the vehicle). **Comprehensive Coverage period** is limited only by exclusions found in this contract. **Powertrain Limited Coverage period** is limited to the following parts and components:

1. **Engine:** All internally lubricated parts; oil pump; valves; engine block/crankcase, cylinder head(s), and cylinder barrels if damaged as a result of the failure of a covered engine component.
2. **Transmission:** All internally lubricated parts; transmission case if damaged as a result of the failure of a covered transmission component.
3. **Primary/middle drive:** All internally lubricated parts; primary/middle drive case if damaged as a result of the failure of a covered primary/middle drive component.
4. **Drive axle assembly:** For shaft driven motorcycles, all internally lubricated parts; axle shaft(s); constant velocity joint(s); universal joint(s); differential housing if damaged as a result of a covered drive axle assembly component.
5. **Cooling system:** Impeller & shaft; bearings; bushings.

## What is Not Covered

1. Repairs not authorized in advance (except where stated in this contract) or performed outside of the United States.
2. The following parts: airbox, carburetor and intake boots/seals; batteries; belts; hoses, and clamps; body parts; brake rotors or drums, and linings; clutch; cv axle boots; exhaust system including mufflers and baffles; final drive chain or belt, and sprockets; fork seal(s); frame; fuses or fusible links if failure related to poor wiring; glass; GPS; headsets kick starters; lenses; light bulbs and sealed beams; loose fasteners or corrosion/rust; mirrors; motor mount(s); saddlebags, and mounts; shock absorbers; steering stem, swing arm or linkage bearings; trailer hitch; tires; trim, upholstery, paint, moldings; wheels and spoke; windshield, and mounts.
3. Repair of water and air leaks, rattles, squeaks; alignment of body parts.
4. Repair of a seal or gasket leak for vehicles more than five years of age and/or with over 40,000mi at the time of failure.
5. Normal maintenance services and parts required or recommended by your vehicle manufacturer or dealer including but not limited to: engine tune up, wheel balancing, spoke adjustment, alignments or adjustment, filters, spark plugs, lubricants, coolant, cleaning of cooling and/or fuel systems, ignition/fuel system adjustments and calibrations, removal of carbon, sludge, varnish or other contaminants, or other items subject to scheduled maintenance or wear damage.
6. Repairs covered by an insurance policy, written warranty or otherwise covered by a manufacturer or a seller/repairer guarantee, or a repeat repair completed within the past 90 days.
7. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of this contract.
8. Repairs or replacements of any parts or components that are not supplied by the vehicle manufacturer as original equipment.
9. Any part(s) which has not sustained a **mechanical breakdown**, but which a **repair facility** recommends for the betterment of or requires be repaired or replaced in connection with the repair or replacement of a **covered part(s)**.
10. Towing, rental fees, transportation costs, storage charges, freight and/or delivery charges incurred for procurement of replacement parts. Shop supplies and/or hazardous waste disposal fees are limited to a maximum of 3% of the related labor charges.
11. Economic loss, including loss of time, inconvenience, or other incidentals that may result from a **mechanical breakdown**.
12. Consequential loss or damage that is the result of a **mechanical breakdown**.
13. Vehicles used for commercial, rental, racing or other competitions, taxi, police, security or emergency.
14. Repairs caused by collision or impact, fire, theft or attempted theft, freezing, vandalism, malicious mischief, riot, civil commotion, explosion, lightning, water, flood, falling objects, or contributed to by foreign objects and/or the use of contaminated fuels, fluids, lubricants, and the result of rust, corrosion, or consequential damage.
15. Repairs caused by misuse, alteration, abuse, negligence, lack of proper maintenance caused by improper servicing, improper parts, improper repairs or improper storage, from insufficient coolants or lubricants regardless of cause.
16. The direct result of a modification to your vehicle which does not meet manufacturer's specifications or that voids the manufacturer's warranty.
17. Gradual reductions in operating performance due to wear and use. This includes, but is not limited to, gradual loss of engine compression necessitating the repair of valves or piston rings and gradual increase of oil consumption.

#### Transfer of Contract

Only the original contract owner listed on the first page of this contract may transfer the remaining contract coverage to the next individual purchaser of the vehicle (other than to a dealer, broker or another commercial purchaser). Remaining coverage must be properly transferred within thirty (30) days of vehicle ownership transfer, or the contract will no longer be in force. Transferred contracts are non-cancelable and non-transferrable. To transfer **your** contract, **you** must provide **us** with the following:

1. Copies of the receipts for manufacturer recommended maintenance of **your** vehicle, if any were due.
2. A copy of the documentation evidencing change of title and odometer reading at time of transfer.
3. Evidence that **you** transferred any remaining manufacturer's warranty if applicable.
4. A completed transfer form. To obtain a transfer form please call (844) 206-9779.
5. A check made payable to National Powersports Distributors in the amount of \$50.

#### Cancellation of Contract

1. **We** may cancel **your** contract for fraud, material misrepresentation, **vehicle** neglect, or for non-payment of the contract fees.
2. If canceled, **your** contract may not be repurchased, or coverage reinstated on **your vehicle**.

#### Limits of liability

The total of all benefits paid or payable for each repair visit is limited to the current cash value of **your vehicle** as determined by NADA Appraisal Guide, not considering loss of value due to a **covered repair**, less **deductible**, if applicable. The total of all benefits paid or payable during the **term** of this contract shall not exceed the lesser of the purchase price paid for **your vehicle** or \$5,000.

#### Contact Information

**You** may contact **us** at the following address and telephone number to have questions answered or receive help in filing a claim under this contract. National Powersports Distributors, 319 Commerce Way, Pembroke, NH 03275, (844) 206-9779.

#### Arbitration and Disputes

All disputes between **you** and **us** will be settled by binding arbitration administered by the American Arbitration Association (AAA) or another generally recognized arbitration administrator, in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The proceeding judgement on the award may be entered into any court having jurisdiction to enter such a judgement. The Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to this Contract's arbitration provisions.

#### Insurance Obligation

This contract is guaranteed under a consumer guaranty contract bond by International Fidelity Insurance Company. Should there be a need, **you** may write to the Commissioner of Insurance for the State of New Hampshire, 21 South Fruit St. Suite 14, Concord, NH 03301-2430, to bring action based on this contract.