ENTIRE CARE PROTECTION

Tire & Wheel (Rim) Road Hazard Protection
Key/Remote Replacement
Paintless Dent Repair
Windshield Repair
24 – Hour Roadside Assistance
Environmental Paint & Interior Protection
Optional Curb/Cosmetic

Contract Number
JECT XXXXXX

SAMPLE

Customer Information

First Name | MI | Last

Address

City | State | Zip Code

Email Address

Term of Coverage - *Max available term is 84 mths.*
❑_____mths ❑ 24 mths ❑ 36 mths ❑ 48 mths ❑ 60 mths

Effective Date	Month	Day	Year

Vehicle Description

❑ New ❑ Used

YEAR	**MAKE**	**MODEL**

VEHICLE IDENTIFICATION NUMBER (VIN)

Dealer Information

Dealer Name

Dealer Number

Address

City | State | Zip Code

PRODUCER CODE NUMBER **46374**

Tire Information

Size | Make

Lienholder:

Consumer Price: ❑ Paid ❑ Financed
$:

Number of working keys and remotes given at time of Vehicle delivery [MUST be a minimum of two (2) sets of working keys and remotes]: _____

The 24-Hour Roadside Assistance, Windshield Repair Protection, Paintless Dent Repair, Tire & Wheel (Rim) Road Hazard Protection, Key/Remote Replacement and Optional benefits are Administered by NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327.

The Environmental Paint & Interior Protection benefits are Administered by ECP, Inc. • P.O. Box 6070 • Woodridge, IL 60517 • 800-323-3521.

TO FILE A CLAIM

Tire & Wheel (Rim) Road Hazard	1.888.684.9327
Key/Remote Replacement	1.888.684.9327
Paintless Dent Repair	1.888.684.9327
Windshield Repair	1.888.684.9327
24 - Hour Roadside Assistance *Producer Code #: **46374***	1.866.330.0760 **Plan U**
Environmental Paint Protection	1.800.323.3521
Interior Protection *Including rips, tears, punctures & burns*	1.800.323.3521

Entire Care Protection Optional Benefits

Please mark the box next to the optional benefit(s) You are electing to purchase. In the event no optional benefit(s) is selected, the coverage provided will be limited to the following: 24-Hour Roadside Assistance, Tire & Wheel (Rim) Road Hazard Protection, Paintless Dent Repair, Windshield Repair, Key/Remote Replacement and Environmental Paint & Interior Protection with Rips Tears & Burns.

COSMETIC WHEEL REPAIR & CURB IMPACT REPAIR/ REPLACEMENT BENEFIT: This optional benefit, provides for the repair of **Cosmetic Damage** or the repair/replacement of the **Vehicle's** tires and/or wheels which, during the term of this Agreement, become damaged due to a **Road Hazard** or by contact with medians, curbs, parking stops, or other hazards or conditions in the roadway. Tires and/or wheels will only be replaced under this section if they are rendered **Unserviceable. Cosmetic Damage** is defined as direct and accidental damage to the outside face of a covered wheel that does not render the wheel **Unserviceable.** ***Please Note:*** **In EXCLUSIONS, item "n" is not applicable.**

JECCT ❑

I/We have read this Agreement in its entirety and fully understand its content and acknowledge receipt of a copy thereof. I/We further understand that this Agreement is not required in order to purchase or obtain financing for the vehicle and that Our acceptance of the coverage under this Agreement is voluntary. **Additionally, I certify that I have received at least two (2) sets of working keys and remotes at the time of original Vehicle delivery. THIS AGREEMENT MAY ONLY BE PURCHASED AT THE TIME OF VEHICLE PURCHASE.**

I/WE ACCEPT THIS AGREEMENT

_____
Customer Signature(s) Date

I/WE REJECT THIS AGREEMENT

_____
Customer Signature(s) Date

_____
Dealer/Lender/Lessor Signature(s) Title Date

24-HOUR ROADSIDE ASSISTANCE

When arranging for Roadside Assistance, please reference **Your** Producer Code and Contract Number (located on the front of this form). **You** will not be required to pay any additional fee or sum in addition to the contract fee when **Your** service is for a tow of up to twenty five (25) miles or other covered service listed below. **You** are entitled to one (1) free service within a seventy two (72) hour period. Covered services not obtained through **Us** are limited to a maximum reimbursement amount of fifty dollars ($50).

- ***Towing* -** Up to twenty five (25) miles at no out of pocket expense to **You**. Additional mileage is available and will be negotiated prior to sending out a service vehicle. Additional mileage is to be paid by **You** directly to the service provider at the time of service.
- ***Emergency Road Service* -** Any available road service that is needed to get **Your Vehicle** running (i.e. hose replacement, tightening of cables or belts etc.). **You** are responsible for the actual cost of parts and/or supplies needed.
- ***Essential Fluids or Supplies Delivery* -** Including gasoline, water, oil, or any supplies necessary to send **Your Vehicle** on its way. **You** are responsible for the actual cost of fluid or supplies delivered.
- ***Flat Tire Changes or Repairs* -** Includes changing a flat tire with **Your** good spare.
- ***Emergency Battery Service* -** Includes tightening or cleaning of cables, jumpstarts, and minor adjustments to alternator.
- ***Lockout Services* - We** will send a locksmith if **You** are accidentally locked out of **Your Vehicle.** Access to passenger compartment only.

WINDSHIELD REPAIR PROTECTION

Covers the cost of repairs to the front windshield ONLY of minor chips and cracks caused by propelled rocks or other propelled road debris. There is no coverage for stress cracks, cracks over six (6) inches in length, or any damage wherein it is determined by the repair technician that the damage cannot be repaired. **Weather related damage is NOT covered. You** may call **1-888-684-9327,** Monday through Friday from 9 a.m. to 5 p.m. eastern time, prior to repair, and **We** will dispatch repair service at **Our** full cost and expense. Alternatively, **You** may schedule repair service with a repair facility of **Your** choosing, and **We** will reimburse **You** up to sixty dollars ($60) for the repairs upon presentation of an original paid invoice from a licensed company whose regular business includes glass repair. Under no circumstances will **We** pay for windshield replacement, even in the event that the damage was initially repairable.

PAINTLESS DENT REPAIR

Paintless Dent Repair (PDR) is a process, developed by automobile manufacturing production teams, that uses specialized hand tools to gently push the dented metal back to its original form. This permanently removes door dings and minor dents without harming a **Vehicle's** factory finish. To access **Your** benefit **call 1-888-684-9327,** Monday through Friday from 9 a.m. to 5 p.m. eastern time, to schedule **Your** appointment.

TIRE AND WHEEL (RIM) ROAD HAZARD PROTECTION

This Agreement provides for the repair or replacement of the **Vehicle's** tires and wheels, which during the term of this Agreement become **Unserviceable** due to a **Road Hazard**. **Unserviceable** means that the tire(s) has been punctured or otherwise damaged to the extent that it is unsafe, or that the wheel will no longer hold a seal with its tire. Tire and/or wheel damage that is cosmetic in nature and that does not render the tire and/or wheel **Unserviceable** is specifically excluded. A **Road Hazard** is a condition on a public roadway, which should not exist there, such as potholes, nails, glass, or other road debris.

- ***Flat Tires:* You** will be reimbursed for the reasonable costs **You** incur to repair a flat tire caused by a **Road Hazard** while operating the **Vehicle** on public streets and in a legal manner.
- ***Tire Replacement:* You** will be reimbursed for the reasonable costs **You** incur to replace a tire, only if a tire covered by this Agreement becomes unrepairable due to damage caused by a **Road Hazard.** Replacement will be made with a tire of **like kind and quality** to the original tire.
- ***Wheels (Rims):* You** will be reimbursed for the repair or replacement of wheels rendered **Unserviceable** due to a **Road Hazard** covered under this Agreement. **We** reserve the right to have damaged wheels repaired at **Our** cost by a service provider of **Our** choosing. **We** further reserve the right to replace the damaged wheel at **Our** cost with a remanufactured wheel of **like kind and quality** to the wheel that was damaged by the covered **Road Hazard**. **We** will cover wheel replacement only in the event that the damaged wheel cannot be repaired.
- ***Mounting and Balancing:* You** will be reimbursed for the reasonable costs that **You** incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this Agreement**.** However, charges for pressure sensing devices and unspecified charges for shop supplies are excluded.
- ***Taxes:* You** will be reimbursed for the cost of local and state taxes, as directed by state agencies for any tire or wheel replaced under this Agreement.

Agreement Holder Responsibility: You must maintain proper air pressure in all covered tires. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected demands replacement for the safety of the Vehicles occupants. Replaced tires are covered for the time remaining on the Agreement.

Claim Procedures: YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OF ANY TIRE, AND/OR PRIOR TO ANY REPAIR OR REPLACEMENT OF ANY WHEEL. For authorization and instructions please call the Administrator, NIU of Florida, Inc., at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A proof of loss form will be provided which You MUST complete and return to NIU of Florida, Inc. at 800 Yamato Road, Suite 100, Boca Raton, Florida 33431 within thirty (30) days along with the following documentation: 1) Front and back copy of this Agreement; 2) Original replacement or repair invoice which must reflect: a) The tread depth of the damaged tire; b) Whether or not the damaged tire or wheel was repairable, and if not, why not; c) Whether or not the damage was due to a manufacturer's defect; and 3) Any other information that the Administrator reasonably requests.

In the event that both the tire and/or wheel damage occurs after the Administrators regular business hours, or on a weekend, and repairs must be effected, You may obtain instructions and a proof of loss form online at www.niufl.com. All after-hours instructions must be followed in order to receive reimbursement. Subsequent to after hours repairs/replacements, You may call NIU of Florida, Inc. at 888-684-9327 the next business day to report Your claim; (2) You must complete and return the proof of loss form with: the original, paid, repair invoice, legible copies of the front and back of Your Agreement, a legible copy of Your Vehicle purchase order or finance agreement and photos of the damaged tire(s) and/or wheel(s). IMPORTANT: Please note that alloy wheel damage can oftentimes be repaired. In the event that damaged wheels are replaced, Your repair facility must document the reasons why wheel repair was not possible. They should then attempt to obtain a remanufactured wheel to replace the damaged wheel.

NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL PRIOR TO ITS REPAIR OR DISPOSAL. FAILURE TO PRESERVE THE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.

OPTIONAL COSMETIC WHEEL REPAIR & CURB IMPACT REPAIR/REPLACEMENT

Please Note: **This benefit is only available to You if You have indicated Your intention to purchase this benefit in the registration section of this Agreement AND have paid the additional retail cost for this benefit.** This benefit provides for the repair of **Cosmetic Damage** and/or the repair/replacement of the **Vehicle's** tires and/or wheels which, during the term of this Agreement, become damaged due to a **Road Hazard** or by contact with medians, curbs, parking stops or other hazards or conditions in the roadway. Tires and/or wheels will only be replaced under this section if they are rendered **Unserviceable**. **We** will dispatch service to repair **Cosmetic Damage** to covered wheels. **Cosmetic Damage** is defined as direct and accidental damage to the outside face of a covered wheel that does not render the wheel **Unserviceable**. ***Please Note*: In EXCLUSIONS, item "n" is not applicable.**

For Curb Impact Repair/Replacement Claims: Please refer to Claims Procedures in the section entitled, "TIRE AND WHEEL (RIM) ROAD HAZARD PROTECTION."

For Cosmetic Wheel Repair Claims: You must call NIU of Florida, Inc. at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A service provider will be dispatched to repair Your wheel(s). In the event a technician is not available in Your area, You will be provided with an authorization number and will be reimbursed for the reasonable cost of the wheel repair. All other terms and conditions apply. Please Note: Due to aging and variance to the wheel color and texture, it is not always possible to match colors or textures to other wheels. Therefore, an exact color or texture match is not guaranteed and the Administrator is not responsible for any costs, damages or liability in the event that the color or texture does not match.

KEY/REMOTE REPLACEMENT

In the event Your key/remote is lost, stolen or destroyed, the Administrator will pay the **Reasonable Repair Cost** for a replacement key/remote up to a maximum of eight hundred dollars ($800) per year. **IMPORTANT NOTE: FOR THE SAFETY AND SECURITY OF THE VEHICLE OWNER, ALL KEYS AND/OR REMOTES THAT ARE REPORTED LOST, STOLEN OR DESTROYED MUST BE DEPROGRAMMED BY THE DEALER PRIOR TO REPLACEMENT.**

Claims Procedures: To obtain key/remote replacement benefits under this Agreement, **You** must comply with the following conditions: (1) All claims must be reported as soon as reasonably possible to **Our** Administrator, NIU of Florida, Inc., at 800 Yamato Road, Suite 100, Boca Raton FL 33431, 1-888-684-9327, Monday through Friday 9 a.m. to 8 p.m. eastern time; (2) If **You** are within a twenty five (25) mile radius of the originating dealer, **You** must return there to have a replacement key/remote cut and programmed. If **You** are outside the twenty five (25) mile radius, or if the originating dealer is no longer in business, **You** may go to any **Appropriate Franchise Dealer**; (3) All non-working keys/remotes must be made available to the dealer for inspection; (4) The originating dealer must fax a copy of the original repair order to NIU of Florida, Inc. for final payments; (5) The originating dealer will be paid as soon as an appropriate repair order is received by NIU of Florida, Inc. from the originating dealer. **You** are not responsible for any out of pocket expense other than costs in excess of **Your** yearly limit of eight hundred dollars ($800); (6) If it is necessary for **You** to go to a non-originating dealer, **You MUST call NIU of Florida, Inc. at 888-684-9327 for prior approval before replacing the key/remote**. **You** will be responsible for paying the non-originating dealer for the replacement key/remote and will be reimbursed by the Administrator upon receipt of all repair orders, sales invoices, and/or other relevant or appropriate documentation, as may reasonably be requested by NIU of Florida, Inc.; (7) The Administrator is solely agreeing to pay the replacement cost for **Eligible Keys/Remotes** under the terms, conditions and limitations set forth in this Agreement. The Administrator shall not provide any keys/remotes itself. Further, the Administrator does not in any way warrant or guaranty, whether express or implied, any replacement key/remote obtained by **You** and/or paid for by them.

Definitions

- **Reasonable Repair Cost** means the customary parts and labor costs required to complete the repair or replacement of the **Covered Loss**, which in no case shall exceed the manufacturer's suggested retail price for parts, labor, and allowances, as defined in the manufacturer's labor time guide or the nationally recognized parts and labor time guides. **We** reserve the right to use "**like kind and quality**" replacements for lost or damaged keys/remotes.
- **Covered Loss** means one of the **Eligible Keys/Remotes** has been damaged or lost. The absence of a key/remote at the time of **Vehicle** delivery does not constitute a **Covered Loss**. Only the working keys and remotes that were provided to **You** at the time of **Vehicle** delivery are covered under this Agreement.
- **Eligible Keys/Remotes** means one (1) of the working keys/remotes provided to **You** at the time of **Vehicle's** original delivery.
- **Appropriate Franchise Dealer** means any dealership which is authorized by the OEM to repair or replace lost or damaged keys/remotes.

ENVIRONMENTAL PAINT AND INTERIOR PROTECTION - LIMITED WARRANTY

The Environmental Paint Protection product is warrantied to protect treated factory painted surfaces of the **Vehicle** against damage from weather induced fading, weather induced chalking, weather induced loss of gloss, acid rain, bird waste, and tree sap. This limited warranty does not apply to any of the following: (1) damage on the exhaust system, chrome plated trim or hinges, (2) paint delamination, peeling, scratches, bubbling, cracking, or flaking, (3) paint damage caused by impact, collision, neglect, abuse, or vandalism, (4) damage present at the time of contract purchase, (5) surface corrosion and/or corrosion perforation, (6) paint damage on the panels or tailgate of a truck bed facing the inside of the bed, or on the floor panel of the bed, (7) damage on repaired, replaced or repainted areas unless the Environmental Paint Protection products have been reapplied, (8) exterior damage due to defective design, materials or workmanship in the manufacture of the **Vehicle**, as documented in vehicle manufacturer technical bulletins or recall notices, or (9) general cleaning and maintenance.

The Interior Appearance Protection product is warrantied to protect the treated interior surfaces of the **Vehicle** against damage by fast food or beverage stains, bleaches, dyes, fading, discoloration, cracking of the dash, mold, mildew, rips and tears less than six (6) inches long, and punctures and burns up to one (1) inch in diameter. This limited warranty does not apply to any of the following: (1) damage or stains caused by paints, inks, acids or other corrosives, (2) materials that have been subjected to vandalism or mishandled by **Your** failure to exercise reasonable care, (3) pre-existing damage present at the time of contract purchase, (4) interior surface cracking or normal deterioration due to age, (5) floor mats, headliners, sun visors, steering wheels, seat belts, suede, nubuck or aniline leather, (6) damage on repaired or replaced areas unless the Interior Appearance Protection products have been reapplied, (7) damage due to defective design, materials or workmanship in the manufacture of the **Vehicle**, as documented in vehicle manufacturer technical bulletins or recall notices, or (8) general cleaning and maintenance.

Remedy for New Vehicles: In the event that the products fail to perform as guaranteed, **We** will (1) pay to repair those damaged portions of the **Vehicle** covered under this warranty, including repainting of exterior parts or replacement of interior parts, if necessary; and (2) will pay to re-apply appearance protection product to the affected area. **Please Note**: (1) Damage caused by rips, tears, punctures or burns is limited to cleaning, repairing or replacing the damaged interior fabric, carpet or vinyl/leather surfaces with either an upholstery insert or replacement of the seating component and may not include replacement of the entire seat cover, seat back, armrest, and/or carpet. (2) For stains caused by dyes or bleaches, the remedy is limited to professional dyeing of the carpet, upholstery and/or leather/vinyl surfaces.

Remedy for Used Vehicles: In the event that the products fail to perform as guaranteed, **We** will pay to repair those damaged portions of the **Vehicle** covered under this warranty, and will pay to re-apply appearance protection product to the affected area. Repairs will be limited to professional detailing, which may include: (1) buffing, polishing or wet sanding of the exterior painted surfaces, or (2) professional cleaning and re-dyeing of the interior fabric, leather and/or vinyl surfaces. **Please Note**: (1) Damage caused by rips, tears, punctures or burns are limited to cleaning and/or repairing the damaged interior fabric, carpet and/or vinyl/leather surfaces, and will not include replacement of damaged materials. (2) Repairs of stains caused by dyes or bleaches are limited to professional dyeing of the carpet, upholstery and/or leather/vinyl surfaces.

Customer Responsibilities: If any panel or area of the **Vehicle** is replaced, repaired or otherwise altered, except for those areas repaired under this warranty, **You** must bring the **Vehicle** to the selling dealer for a touch up application of the Environmental Paint and/or Interior Appearance Protection products. This touch-up application is to occur within sixty (60) days after the alteration and is to be at **Your** expense. **Your** failure to comply will relieve the Administrator of liability for such affected areas. • **You** should maintain the **Vehicle** by regular cleaning and prompt use of touch-up paint on nicks and scratches. • Every six (6) months after the original product application, **You** should follow all instructions specified on the Appearance Care Kit and use all the products it contains in the manner prescribed. • In case of spills: remove all liquids or solids from the interior material as soon as possible. This can be done by gently blotting the spilled material with a napkin or absorbent cloth. Avoid rubbing spills into interior surfaces.

Limitations: Repairs are limited to one (1) repair of each damaged area. The claim administrator reserves sole discretion over the choice of repair methods, and may use aftermarket parts of like kind and quality in place of original equipment manufacturer parts in performing repairs. The claim administrator will cause the service to be performed with reasonable promptness and quality. Due to the effects of aging over time, there is no guarantee of the color match of repaired portions of the **Vehicle**. In no event will **You** be provided with reimbursement of transportation or inconvenience costs during time of repair. If repair costs exceed the current average wholesale value of the **Vehicle**, as defined by Black Book (published by Hearst Business Media) or similarly accepted industry publication, the average wholesale value amount will be paid to **You** and the remaining environmental paint & interior coverage under this warranty will end. **WE SHALL HAVE NO FURTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF YOUR EXPRESS LIMITED WARRANTY, INCLUDING, BUT NOT LIMITED TO LIABILITY OR OBLIGATION FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY IMPLIED WARRANTIES ACCOMPANYING THE SALE OF THE APPEARANCE PROTECTION PRODUCTS ARE LIMITED IN DURATION TO THE DURATION OF YOUR EXPRESS LIMITED WARRANTY.** Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to **You. Your** limited warranty is granted for **Your** sole benefit and that of such transferee as permitted. **Your** limited warranty gives **You** specific legal rights, and **You** may also have other rights which vary from state to state.

Claims Procedures: To file a claim **You** must call 1-800-323-3521. If **You** prefer, **You** may file via mail by sending a completed claim form, a copy of this Agreement (front and back), and an itemized estimate of repair (for exterior damage only) to the following address: Warranty Administration Department; P.O. Box 6070, Woodridge, IL 60517. If necessary, within fifteen (15) days of receiving **Your** completed claim information, an appointment for inspection will be arranged with an independent damage appraisal company. **You** will then be notified of the approval or denial of **Your** claim within ten (10) days of the Administrator's receipt of the completed inspection report. If the claim is approved, a check will be issued payable to **You** and/or the repair facility. Do not have the repairs completed until **You** receive prior, written authorization from the Administrator. **ANY REPAIRS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE CLAIMS ADMINISTRATOR WILL NOT BE REIMBURSED**. **Claims must be filed within sixty days of the occurrence of covered damage. Claims for damage that are more than sixty (60) days old, will be denied.**

TERMS AND CONDITIONS

- **Agreement Holder (You, Your) is defined as the person(s) listed in the registration section of this Agreement.**
- **We, Us, Our means the Obligor**
- **Selling Dealer means the selling dealership listed in the registration section of this Agreement.**
- **Vehicle as used throughout this contract means the conveyance listed in the registration section of this Agreement.**
- **Commercial Vehicles are defined as any vehicle in excess of 10,000 lbs or any vehicle used in any manner for any commercial purposes. Travel to and from Your regular place of business, and share-the-expense car pools are not considered commercial purposes.**
- **You must receive a minimum of two (2) sets of working keys and remotes from the dealer at the time of Vehicle delivery in order to be eligible receive Key/Remote Replacement benefits under this Agreement.**
- **The term of this Agreement begins on the Effective Date and continues for the number of years specified in the registration section of this Agreement. In the event no term is indicated, this Agreement will default to a term of one (1) year. The maximum term available is eighty four (84) months. This contract is non-renewable, and the period during which coverage applies is limited to the term You purchased.**
- **You will not be required to pay a deductible for this Agreement.**
- **The territory includes all fifty (50) United States, Canada and Puerto Rico.**
- **Eligible vehicles include current model year plus ten (10) years prior.**
- **The Administrator makes every effort to provide service but there are instances where they have no vendor available in Your area. In such an instance, the Administrator reserves the right to make cash settlements in lieu of providing service. Such settlement will be based on market rates for like services in Your general geographic area.**
- **You may obtain a full copy of Our company's privacy notice by sending a written request to the Obligor, Attention: Privacy Notice Department, at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.**
- **THIS IS NOT AN INSURANCE CONTRACT.**

- **Both New and Used vehicles are eligible for Environmental Paint & Interior Protection, with Rips, Tears & Burns. New Vehicle is defined as any vehicle (leased or purchased) five (5) or fewer model years old, regardless of mileage. Used Vehicle is defined as any vehicle between six (6) model years and ten (10) model years old.**
- **The 24-Hour Roadside Assistance, Windshield Repair Protection, Paintless Dent Repair, Tire & Wheel (Rim) Road Hazard Protection and Key/Remote Replacement benefits are Administered by NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327.**
- **The Environmental Paint & Interior Protection benefits are Administered by ECP, Inc. • P.O. Box 6070 • Woodridge, IL 60517 • 800-323-3521.**

EXCLUSIONS

This Agreement does not cover: (a) Any damage that occurs outside the United States, Canada or Puerto Rico; (b) Any damage caused by driving on tires that are improperly inflated; (c) Any damage to tires and/or wheels which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer; (d) Any damage to tires and/or wheels transferred from another vehicle subsequent to the effective date of this Agreement; (e) Any damage which is covered by any other Agreement, including warranties issued by the manufacturer; (f) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels; (g) Any damage that is the result of a manufacturer's defect; (h) Any consequential loss or damage whatsoever, including loss, damage or injury to persons or property resulting from the failure of any of the parts of the vehicle described herein, the repair or replacement of which are covered under the terms and conditions of this Agreement; (i) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (j) Any repair or replacement that is not pre-authorized; (k) Any loss that is not reported to the Administrator within sixty (60) days from the date the damage occurs; (l) Any pre-existing conditions or damage; (m) Any damage resulting from off-road use, racing, collision with another vehicle, chain damage, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (n) Any tire and/or wheel repair or replacement resulting from collision with a curb, median or other fixed object on or in the roadway; (o) Commercial Vehicles; (p) Any damage to tires with tread depth of 3/32" or less at the lowest point on the tire; (q) Any damage related to acts of God or acts of war or terrorism; (r) Large or deep dents; (s) Dents that are inaccessible due to the existence of after-market equipment, or where such after-market equipment or the installation thereof has altered the original Vehicle configuration; (t) Edges where it is determined that the manufacturer's bracing does not allow for the PDR process; (u) Repairs to creased metal or any area where the paint is damaged; (v) Repairs to any dent or ding that could in any way affect the Vehicle's paint or finish; (w) Repairs to any dent or ding that would require the replacement of Vehicle's body panels or require sanding, bonding or painting; (x) Weather related damage.

CANCELLATION

You may cancel this Agreement by mailing in a written notice to the **Selling Dealer** or the Administrator only in the event that the Agreement is returned, sold, lost, stolen or destroyed. The notice shall state the effective date of the cancellation and the reason for the cancellation. If cancellation is effected by **You** within thirty (30) days of the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, the refund will be calculated on a prorated basis less the amount of any claims paid or payable.

TRANSFER

This Agreement may be transferred by **You** to a subsequent private purchaser of the **Vehicle** for the remainder of the original term (dealers excluded). This Agreement is not transferable to another vehicle. The right to cancel this Agreement is not transferable. To transfer this Agreement to another owner, **You** must submit the following, to the Administrator, within thirty (30) days from the date of sale: a) A letter containing the name and address of the new owner, and **Your** authorization to transfer; b) A copy of the bill of sale or other evidence showing the change in ownership; c) A check or money order for forty dollars ($40) payable to the Administrator for the transfer fee.

ARBITRATION

The Administrator is required to make reasonable efforts with **You** to resolve disputes regarding this Agreement. If the Administrator and **You** cannot make an Agreement, **You** may file a written complaint with the State of Connecticut at P.O. Box 816, Hartford, CT 06142-0816; Attention: Consumer Affairs.

OBLIGOR

Nation Motor Club, LLC. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327

ADMINISTRATOR

NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327

ENVIRONMENTAL PAINT & INTERIOR PROTECTION ADMINISTRATOR

ECP, Inc. • P.O. Box 6070 • Woodridge, IL 60517 • 800-323-3521

STATE PROVISIONS

If a covered service is not provided to the **Agreement Holder** by the Obligor no later than the sixtieth (60th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty sixth (46th) day after the date on which the contract is returned to the Obligor, **You** may apply for reimbursement directly to the reimbursement insurance company. Obligations of the Obligor under this service contract are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

Wear and tear is not covered under this service contract.

Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle.

This extended warranty does not provide for any In-Home service.

If this Agreement expires in less than one (1) year and a covered repair occurs prior to expiration, there shall be an automatic extension of the term of this Agreement during the period the Vehicle is in the custody of the repair facility for repairs of a covered repair under this Agreement.