

HondaCare Plan Terms & Conditions

This CONTRACT is entered into by and between American Honda Motor Co., Inc. ("American Honda") and the OWNER as listed on the IDENTIFICATION PAGE.

AMERICAN HONDA thanks YOU for purchasing this Honda Protection Plan. WE hope YOU will enjoy peace-of-mind knowing YOUR VEHICLE is protected in the unlikely event covered repairs are needed after the distributor's limited warranty expires. Unless otherwise specified in the State Specific Provisions for YOUR state, American Honda's obligations under this CONTRACT are backed by the full faith and credit of American Honda.

Please read the information contained in this coverage contract carefully. It explains the terms and conditions of the CONTRACT that YOU have purchased. Please verify the information listed on the IDENTIFICATION PAGE and in this CONTRACT is correct. If not, please contact YOUR DEALER. Again, thank you for choosing HondaCare.

I. DEFINITIONS

- A. **ACTUAL CASH VALUE** means an amount equal to the replacement cost of YOUR VEHICLE minus depreciation at the time of a MECHANICAL BREAKDOWN.
- B. **CONTRACT** means this HondaCare Plan Service Contract.
- C. **EFFECTIVE DATE** means the day on which YOUR coverage under this CONTRACT begins. YOUR coverage begins the day following the expiration of YOUR FACTORY WARRANTY.
- D. **FACTORY WARRANTY** means the AMERICAN HONDA Distributor's Limited Warranty provided with the purchase of YOUR VEHICLE.
- E. **IDENTIFICATION PAGE** means the page on the inside front cover of this CONTRACT labeled "IDENTIFICATION PAGE."
- F. **MECHANICAL BREAKDOWN** means the inability of a properly maintained part covered under this CONTRACT to perform the function for which it was designed, due to defects in materials or workmanship. MECHANICAL BREAKDOWN does not mean the gradual reduction in operating performance due to wear and tear.

- G. REPAIR COST** means the part and labor expense (and taxes, if applicable) necessary to repair or replace a covered part due to MECHANICAL BREAKDOWN, and to repair or replace any component damaged as a direct result of MECHANICAL BREAKDOWN of a covered part. REPAIR COST is determined by YOUR DEALER's regular retail parts prices up to Manufacturer's Suggested Retail Price and current Honda Warranty Flat Rate Manual.
- H. VEHICLE** means the VEHICLE identified on the IDENTIFICATION PAGE.
- I. WE, US, OUR, and AMERICAN HONDA** mean the service contract provider, American Honda Motor Co., Inc., P.O. Box 2200, Torrance, CA 90509-2200, (800) 555-3496, a wholly owned subsidiary of the manufacturer, a wholly owned subsidiary of the manufacturer, Honda Motor Company, Ltd., unless otherwise specified in the State Specific Provisions for YOUR state.
- J. YOU, YOUR, and OWNER** mean the Contract holder named on the IDENTIFICATION PAGE or a subsequent retail owner of the VEHICLE entitled to coverage and benefits under the terms of this CONTRACT.
- K. YOUR DEALER** means the authorized AMERICAN HONDA Motorcycle Dealer where this CONTRACT was purchased.

II. DURATION

Coverage under this CONTRACT begins on the Effective Date and expires on the expiration date as listed on the IDENTIFICATION PAGE.

Roadside Assistance under this CONTRACT as described in section III.B begins the day the CONTRACT is purchased and expires on the expiration date as listed on the IDENTIFICATION PAGE.

III. WHAT IS COVERED

This CONTRACT provides that WE will repair or, at OUR option, replace any part damaged by MECHANICAL BREAKDOWN for the duration of the CONTRACT, **SUBJECT TO ALL TERMS AND CONDITIONS, AND EXCEPT AS SPECIFICALLY EXCLUDED HEREIN.**

Repairs must be performed by an authorized AMERICAN HONDA Motorcycle dealer. There will be no charge to YOU for parts or labor

for covered repairs. Parts repaired or replaced under this CONTRACT continue to be covered only for the duration of the CONTRACT. All replaced parts become the property of American Honda. The total amount of any reimbursement will not exceed the ACTUAL CASH VALUE of the VEHICLE at the time of MECHANICAL BREAKDOWN as determined by standard publications for establishing VEHICLE value. Repairs and replacements will be made with new or remanufactured AMERICAN HONDA authorized parts of like kind and quality.

IV. TRANSFER & CANCELLATION

A. TRANSFER

1. This CONTRACT may be transferred to a subsequent owner of the VEHICLE at the request of the original purchaser. **THIS CONTRACT DOES NOT TRANSFER AUTOMATICALLY TO A SUBSEQUENT OWNER OF THE VEHICLE AND MAY ONLY BE TRANSFERRED AT THE REQUEST OF THE ORIGINAL PURCHASER OF THE CONTRACT, EXCEPT AS DESCRIBED IN SECTION IV.A.5, BELOW.**
2. **THIS CONTRACT CANNOT BE TRANSFERRED TO ANOTHER VEHICLE.**
3. To transfer this CONTRACT to a subsequent owner of the VEHICLE, the original purchaser should inform any authorized Honda Motorcycle dealership of their intent to transfer the CONTRACT and obtain and complete a transfer form. The authorized Honda Motorcycle dealership will help register the VEHICLE's change of ownership and transfer of the CONTRACT to the subsequent purchaser at no charge.
4. The subsequent owner of the VEHICLE should verify that the VEHICLE's change of ownership information is conveyed to American Honda, and ensure that the VEHICLE's service history stays with the VEHICLE when the ownership is transferred.
5. **THIS CONTRACT MAY NOT BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF THE VEHICLE WITHOUT THE EXPRESS PERMISSION OF THE ORIGINAL PURCHASER AND A COMPLETED TRANSFER FORM; IN THE EVENT OF A TRADE-IN, THE CONTRACT MAY BE TRANSFERRED TO THE DEALER WITH THE EXPRESS PERMISSION OF THE ORIGINAL PURCHASER IN WHICH CASE THE**

DEALER MAY TRANSFER THE CONTRACT TO A SUBSEQUENT PURCHASER OF THE VEHICLE. IN THIS CASE, THE DEALER IS NOT ENTITLED TO COVERAGE UNDER THE CONTRACT OR TO RECEIVE A REFUND.

B. CANCELLATION

1. YOU may cancel this CONTRACT at any time for any reason through any authorized Honda Motorcycle dealership by completing and submitting to AMERICAN HONDA a cancellation form. Proof of vehicle ownership or lienholder information is required when applying for cancellation.
2. **THIS CONTRACT MAY ONLY BE CANCELLED BY THE CONTRACT HOLDER OF RECORD AND ONLY BY COMPLETING AND SUBMITTING TO AMERICAN HONDA A CANCELLATION FORM.**
3. Upon cancellation of the CONTRACT, if YOU are the original purchaser, YOU are entitled to a refund as specified below:
 - a. If YOU cancel this CONTRACT within sixty (60) days of the Effective Date and no claim has been made, YOU will receive a full refund of the purchase price, less a \$25.00 processing fee where permitted by state law.
 - b. If YOU cancel this CONTRACT after sixty (60) days of the Effective Date or if a claim has been made, YOU will receive a pro-rata refund based on the term remaining, less any claims paid under the CONTRACT and a \$25.00 processing fee where permitted by state law.
4. **TRANSFERRED CONTRACTS ARE NOT ELIGIBLE FOR CANCELLATION REFUNDS. ONLY THE ORIGINAL CONTRACT HOLDER, OR A LIENHOLDER IF ANY, AS SPECIFIED BELOW, MAY RECEIVE A REFUND.**
 - a. If this CONTRACT was financed and a discharge of lien is provided, the check will be made payable to the OWNER of the VEHICLE requesting cancellation.
 - b. If this CONTRACT was financed and a discharge of lien is not provided, any refund amount will be

- issued to the lienholder.
- c. In the event of a loan default or repossession for which the lienholder has been unable to reach the OWNER, the lienholder may request the check be made payable to the lienholder.
5. WE may cancel this CONTRACT at any time for the following reasons by sending notice of the cancellation to YOUR last known address fifteen (15) days prior to the effective date of the cancellation:
 - a. Nonpayment of the provider fee.
 - b. Fraud or material misrepresentation related to this CONTRACT.
 - c. Substantial breach of this CONTRACT.
 6. If WE cancel this CONTRACT, YOU will receive a pro-rata refund of the unearned provider fee unless the cancellation is due to YOUR nonpayment of the provider fee.
 7. Cancellation requests may require three to four weeks for processing.

V. YOUR OBLIGATIONS

- A. **YOU must maintain YOUR VEHICLE according to the maintenance schedule in the owner's manual and keep an accurate record of the maintenance, which may include:**
 1. **A maintenance record (such as the one in the Owner's Manual), which displays each date of service and work performed. Each entry should be signed or stamped by a person who is qualified to service YOUR VEHICLE.**
 2. **Copies of repair orders/receipts detailing performance of required maintenance, including dates.**
 3. **A statement that YOU performed the maintenance yourself, stating the type of work performed and the date of service. This statement should be accompanied by receipts for the replacement**
- B. **YOU will have to pay for the maintenance of Your VEHICLE, including service at the scheduled intervals. YOU may perform the work yourself if YOU have the skills to do so. This will NOT void this CONTRACT.**
- C. **FAILURES CAUSED DIRECTLY BY YOUR LACK OF MAINTENANCE OR IMPROPER MAINTENANCE ARE NOT**

COVERED BY THIS CONTRACT.

- D. WE recommend YOUR DEALER as the best place for fulfilling YOUR maintenance obligation.**

VI. HOW TO OBTAIN SERVICE

- A. ALL REPAIRS MUST BE PERFORMED BY AN AUTHORIZED AMERICAN HONDA DEALERSHIP.**

- B. If repairs are necessary, YOU should contact a dealer who is authorized to service YOUR type of Honda, whether it's a Motorcycle, ATV, MUV or Scooter, during their normal service department business hours and arrange, at YOUR expense, to take YOUR VEHICLE and its maintenance documents to the dealership.

1. See the service manager, present this CONTRACT and describe YOUR VEHICLE's problem. YOU may be asked to provide documentation of proper maintenance, which may consist of one or more of the following:

- a. A maintenance record (such as the one in the Owner's Manual), which displays each date of service and work performed. Each entry should be signed or stamped by a person who is qualified to service YOUR VEHICLE.
- b. Copies of repair orders/receipts detailing performance of required maintenance, including dates.
- c. A statement that YOU performed the maintenance yourself, stating the type of work performed and the date of service. This statement should be accompanied by receipts for the replacement parts/filters/gaskets/fluids, etc. that YOU used.

2. Arrangements will then be made to complete covered repairs.

- C. FAILURE TO PERFORM ANY MAINTENANCE SERVICE(S) OR TO PROVIDE ADEQUATE PROOF OF MAINTENANCE, AS REASONABLY DETERMINED BY AMERICAN HONDA, WILL RESULT IN DENIAL OF COVERAGE IF A PART FAILS DUE TO YOUR FAILURE TO PROPERLY MAINTAIN YOUR VEHICLE.**

NOTE: It is necessary that YOUR maintenance records remain with YOUR VEHICLE for use by subsequent owners.

VII. EMERGENCY REPAIRS

- A.** If it is necessary for YOU to obtain emergency repairs after normal business hours, or by anyone other than an authorized Honda dealer, **YOU MUST CALL AMERICAN HONDA AT (800) 555-3496 FOR PRIOR AUTHORIZATION FOR REPAIRS AND INSTRUCTIONS FOR OBTAINING REIMBURSEMENT, BEFORE INCURRING ANY REPAIR COSTS.** American Honda's office is open weekdays from 8:30 am to 5:00 pm, Pacific Time, excluding holidays.
- B.** If YOU must obtain emergency repairs when American Honda's office is closed, repairs may be performed as follows:
1. YOUR VEHICLE must be inoperable as a result of a MECHANICAL BREAKDOWN.
 2. YOU must pay the repair facility and submit a claim for reimbursement to American Honda.
 3. YOU must notify AMERICAN HONDA of the repair by a non- Honda repair facility on the next business day.
 4. YOU must submit to AMERICAN HONDA a written description of the repair and a detailed work order from the repair facility within 30 days after the repair.
 5. YOU must make any parts available for inspection by American Honda. AMERICAN HONDA reserves the right to inspect YOUR VEHICLE to gather necessary information regarding any claim.

C. THE FOLLOWING WILL NOT BE COVERED WITHOUT PRIOR AUTHORIZATION:

1. **NON-EMERGENCY REPAIRS PERFORMED BY ANYONE OTHER THAN AN AUTHORIZED HONDA DEALER**
2. **EMERGENCY REPAIRS PERFORMED BY ANYONE OTHER THAN AN AUTHORIZED HONDA DEALER WHEN AMERICAN HONDA'S OFFICE IS OPEN**

VIII. WHAT IS NOT COVERED

- A. THIS CONTRACT DOES NOT COVER:**
1. **BATTERIES;**
 2. **AUDIO and NAVIGATION EQUIPMENT;**
 3. **ACCESSORIES; and**
 4. **TIRES**

5. **FAILURES WHICH ARE NOT DUE TO A DEFECT IN MATERIAL OR FACTORY WORKMANSHIP**
6. **REGULAR OR REQUIRED MAINTENANCE**
7. **REPLACEMENT OF EXPENDABLE MAINTENANCE ITEMS INCLUDING, BUT NOT LIMITED TO:**
 - a. **SPARK PLUGS**
 - b. **GASKETS**
 - c. **FILTERS**
 - d. **HOSES**
 - e. **COOLANT**
 - f. **BELTS**
 - g. **LUBRICANTS**
8. **PARTS AFFECTED OR DAMAGED BY:**
 - a. **IMPROPER INSTALLATION OF PARTS OR ATTACHMENTS**
 - b. **UNSUITABLE USE IN AN APPLICATION FOR WHICH THE PART WAS NOT DESIGNED**
 - c. **INCORPORATION OR USE OF UNSUITABLE ATTACHMENTS OR PARTS**
 - d. **ANY REPAIR, IF A NON-AUTHORIZED PART OR ACCESSORY CAUSED OR CONTRIBUTED TO THE BREAKDOWN OR DAMAGE**
 - e. **ACCIDENT AND/OR COLLISION**
 - f. **DETERIORATION FROM THE ELEMENTS**
 - g. **LACK OF REQUIRED MAINTENANCE**
 - h. **NEGLECT**
 - i. **NORMAL WEAR & TEAR**
 - j. **MISUSE**
 - k. **NATURAL DISASTER**
 - l. **ACTS OF NATURE**
 - m. **IMPROPER MAINTENANCE**
 - n. **ABUSE**
 - o. **UNAUTHORIZED ALTERATION OF ANY PART**
 - p. **VANDALISM**
 - q. **THEFT**
 - r. **FIRE**
9. **REPAIRS PERFORMED IN NON-COMPLIANCE WITH STANDARDS AND CONDITIONS SET FORTH BY AMERICAN HONDA FOR SUCH SERVICE, AND REIMBURSEMENT FOR SUCH SERVICE, INCLUDING REPAIRS WITHOUT PRIOR AUTHORIZATION WHICH REQUIRE SUCH AUTHORIZATION.**

- B. THE FOLLOWING ACTIVITIES WILL VOID HONDACARE COVERAGE OF THE VEHICLE:**
- 1. RACING**
 - 2. COMPETITION**
 - 3. RENTAL**
- C. AMERICAN HONDA EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR:**
- 1. LOSS OF TIME;**
 - 2. LOSS OF USE OF THE VEHICLE;**
 - 3. NEGLIGENCE, ERROR, OR OMISSION ON THE PART OF ANY ROADSIDE ASSISTANCE SERVICE PROVIDER;**
 - 4. TRANSPORTATION EXPENSES;**
 - 5. PERSONAL EXPENSES;**
 - 6. ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE; OR**
 - 7. PRE-EXISTING CONDITIONS.**

IX. CUSTOMER SATISFACTION

YOUR satisfaction and goodwill are important to YOUR DEALER and American Honda. Normally, any problems with the product will be handled by YOUR DEALER's Service Department. Sometimes, however, in spite of the best intentions of all concerned, misunderstandings may occur. If YOUR problem has not been handled to YOUR satisfaction, WE suggest YOU take the following action:

- A. Discuss the problem with a member of the dealership's management. Often complaints can be quickly resolved at that level. If the problem has already been reviewed with the Service Manager, contact the General Manager or owner of the dealership.**
- B. If YOUR problem still has not been resolved to YOUR satisfaction, please write: Motorcycle Customer Service Department, American Honda Motor Co., Inc., P.O. Box 2200, Torrance, CA 90509-2200 or YOU may call Motorcycle Customer Service at (866) 784-1870. WE will need the following information in order to assist YOU:**
 - a. YOUR Name, Address, and Telephone Number**
 - b. Model and Vehicle Identification Number (VIN)**
 - c. Date of Purchase**
 - d. Dealer Name and Address**

e. Nature of Problem

- C. After reviewing all the facts, Customer Service will contact YOU and advise what action can be taken. Please bear in mind that YOUR problem will likely be resolved at the dealership, using the dealer's facilities, equipment, and personnel. For this reason, it is important that YOUR initial contact be with the dealer.

X. ROADSIDE ASSISTANCE

A. General Provisions

1. All Roadside Assistance services under this CONTRACT are provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club ("Road America") with corporate offices located at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126, unless otherwise stated; however, the Emergency Towing and/or Road Service will be performed by independent service providers for whose actions neither Road America nor American Honda shall be liable.
2. **This is not a motorcycle liability or physical damage insurance contract.**
3. The Roadside Assistance service rendered by Road America is an "emergency service" and not a general repair service. **YOU, or another driver using YOUR Vehicle with YOUR permission, are only entitled to the Covered Services outlined in this section, subject to the limitations and exclusions outline herein, when YOUR Vehicle is Disabled.** YOUR Vehicle is considered to be Disabled if it is unable to safely proceed under its own power either on YOUR premises (garage or driveway) or any normally traveled public street, highway or parking area.
4. Services are available 24 hours a day, 365 days a year, wherever YOU travel in the United States, Mexico, or Canada.
5. **When YOU call Road America's toll-free number (1-866-MY ROAD HELP) the Covered Services described below will be prepaid for under this CONTRACT. YOU will only need to sign the service facility's invoice and drive on YOUR way.** YOU will receive all Covered Services available to YOU up to YOUR program benefit limits outlined in section X.D without any additional payments or fees required.
6. Roadside Assistance under this CONTRACT as described in section III.B of this CONTRACT begins the day the

CONTRACT is purchased and expires on the expiration date as listed on the IDENTIFICATION PAGE.

B. Covered Services:

The term "Covered Services" as used in this section refers to the following Roadside Assistance Services:

1. Emergency Towing: YOUR VEHICLE will be towed to the nearest American Honda Motorcycle Dealer* or suitable repair facility if
 - a. it cannot be started;
 - b. YOU have a flat tire;
 - c. YOU have lost or broken Your key; or
 - d. YOU are involved in an accident or collision.
2. Locksmith Assistance: Assistance will be provided for YOU if YOUR keys are lost, broken or locked inside one of YOUR VEHICLE's compartments. YOU must pay the cost of any replacement keys made for YOUR VEHICLE.
3. Fluid/Fuel Delivery Service: Up to two (2) gallons of emergency fluids or fuel will be delivered to YOU at no charge for YOUR VEHICLE in the event of an emergency. YOU must pay for the costs directly to the service provider for any fluids or fuel delivered over two (2) gallons per event.
4. Extrication Assistance: Provides assistance extricating the covered vehicle when stuck in a ditch or other inaccessible area, when such location is within fifty (50) yards of a paved road or highway.

* Or YOU may choose to be towed to any authorized American Honda Motorcycle Dealer or YOUR home residence within thirty (30) miles from the point of the Vehicle's Disablement as YOUR destination. YOU may pay the difference to be towed to a different authorized American Honda Motorcycle Dealer or YOUR residence if the distance between Disablement point and desired destination is beyond benefit limits.

C. How to Obtain Covered Services

1. To obtain Covered Services under this Contract YOU may call **1-866-MY ROAD HELP** (1-866-697-6234) 24 hours a day, 365 days a year. Hearing impaired – TDD assistance is also available for customers who have access to TDD or TTY by calling **1-800-839-0347**
2. Provide the Roadside Assistance representative with the following:

- a. YOUR Vehicle Identification Number (VIN)
 - b. Area code and telephone number where YOU can be reached
 - c. Location of Disabled Vehicle (city, state, street address and closest intersection or other identifying landmarks)
 - d. Description of Disabled Vehicle (year, make, model)
 - e. License plate number and state
 - f. Type of service needed (tow, flat tire, gas, etc.)
3. The Roadside Assistance Representative will contact a nearby, rated, qualified, and insured service facility.
 4. Once the dispatch request has been processed, an automated call back system will call the telephone number that YOU provided, identifying the service provider that will arrive to help, and providing YOU with an estimated time of arrival.
 5. YOU must be with YOUR VEHICLE when service arrives. The service facility cannot provide service for an unattended Vehicle.
 6. Present Your HondaCare I.D. Card and driver's license to the dispatched driver or lockout service.
 7. In the unlikely event that service is not obtainable through Road America, and where YOU are required to secure service on YOUR own, YOU will be provided an authorization code to obtain services independently of the program.
 - a. Please submit the bill and verification records which include the authorization code, the original, reprinted, itemized receipt showing the name, address and telephone number of a commercial garage, service station or other repair facility detailing the amount charged for emergency towing/road service and describing in detail the unusual circumstances and cause of Disablement for appropriate reimbursement to:

Road America
C/O Honda Protection Plans
7300 Corporate Center Drive, Suite 601
Miami, Florida 33126
Attn: Customer Care Department

- b. Road America will reimburse YOU up to a

maximum of \$150.00 per Disablement for Covered Services. All claims must be sent to Road America within thirty (30) days of disablement.

- c. Claims received after that time period may not be honored and are subject to the discretion of Road America. Private citizen's assistance is not reimbursable.

D. Exclusions and Limitations

1. **Coverage Limits:** For Emergency Towing Services, Road America will pay in full for towing to the nearest authorized American Honda Motorcycle Dealership or suitable repair facility provided from YOUR disablement location when YOU contact the Road America toll-free number for assistance.
2. **Frequency Limit:** These services are provided to You as an emergency service and not a general maintenance service. Towing and road services are limited to (a) one Disablement for the same cause in any consecutive seven (7) day period, and (b) a combined four (4) service incidents per Contract year. For any service requests after the frequency limits are exceeded, Road America will provide You with dispatch assistance for Your Disabled Vehicle. However, You are responsible for full payment of services at the time the service is rendered and payment is not reimbursable.
3. **Non-Covered Items:**
 - a. **All parts, labor, and supplies provided while at a repair shop or service station.**
 - b. **Towing to a second location from the original destination to accommodate the driver.**
 - c. **Any and all fines or ambulance charges.**
 - d. **Rental of towing equipment.**
 - e. **Towing at the direction of a law enforcement officer relating to impoundment, abandonment, illegal parking or other violations of law or towing by other than a licensed service station or garage.**
 - f. **Service for a Vehicle involved in a felony or other criminal activity.**
 - g. **Cost to remove or replace a lost or broken key, or any part or repairs necessary as a result of such event.**
 - h. **Shoveling snow from around a Vehicle.**
 - i. **Snow tires or chains.**

- j. **Vehicle storage charges, cost of parts and installation of products, materials, impoundment, and additional labor relating to towing.**
 - k. **Services arising out of or in connection with an act of God, war, insurrection, riot, terrorism, natural disaster, etc.**
 - l. **Expenses incurred by You that are not specifically listed in this benefit guideline.**
 - m. **Expenses which exceed the program benefit limits as outlined in this section.**
 - n. **Any and all taxes and fines.**
 - o. **Service on a Vehicle that is not in a safe condition to be towed.**
 - p. **Assistance from sources other than Road America is not covered and may not be reimbursable.**
4. **Your Roadside Assistance benefits cover only Your Vehicle while operated by You or by anyone with Your permission.**

E. Customer Satisfaction

If You are not satisfied with the Roadside Assistance services provided under this Contract, You may file a complaint by contacting the Customer Care Department either via mail at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126 or via phone at (800) 262-7262.

F. Subrogation of Rights

In the event that Road America pays to You, or pays or incurs expense for Your benefit, any sums in connection with or arising out of services obtained by You under this Contract, then, to the extent of the amount paid or expense incurred, Road America shall be subrogated to all of Your rights, claims, and interest which You may have against any person, corporation, or legal entity liable or responsible for the loss or incident which occasioned such payment or expense, and You, by acceptance of such benefit, authorize Road America to sue, compromise, or settle, in its own name or in Your name, or otherwise, all such claims, and You hereby agree that Road America shall be fully substituted in Your place and subrogated to all of Your rights on

account thereof.

G. State Specific Provisions Pertaining to Roadside Assistance

The schedule of benefits, terms and conditions may vary to conform to state laws as they exist from time to time. Your state of residence mandates the terms of this agreement.

- a. **Mississippi:** Roadside Assistance services are provided by Brickell Financial Services Motor Club, Inc
- b. **Wisconsin:** Roadside Assistance services are provided by Brickell Financial Services Motor Club, Inc. Wisconsin residents are not required to file reimbursement claims within thirty (30) days.

XI. STATE SPECIFIC PROVISIONS

These special state requirements apply if YOUR CONTRACT was purchased in one of the following states and supersede any other provisions herein to the contrary:

- A. **Alabama:** If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section IV.B.3.a of this CONTRACT no cancellation fee will be charged. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of return of the service contract to the provider.
- B. **Alaska:** If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section IV.B.3.a of this CONTRACT, no cancellation fee will be charged. Any cancellation fee charged under this CONTRACT shall not exceed the lesser of \$25 or seven-and-a-half percent (7.5%) of the purchase price of this CONTRACT.
- C. **Arizona:** In calculating YOUR refund due upon cancellation of this CONTRACT, no claims paid will be deducted.
- D. **Arkansas:** If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described section IV.B.3.a of this CONTRACT no cancellation fee will be charged. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of return of the service contract to the provider.
- E. **California:** Any cancellation fee charged under this

CONTRACT shall not exceed the lesser of \$25 or ten percent (10%) of the purchase price of the CONTRACT. A ten percent (10%) penalty per month will be added to a refund that is not paid within thirty (30) days of return of the service contract to the provider. If any promise made in the CONTRACT has been denied or has not been honored within 60 days after YOUR request, YOU may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

Provision VII.B is amended to state that coverage under this CONTRACT is excluded for MECHANICAL BREAKDOWN due to racing, competition, or rental of the VEHICLE, rather than voiding coverage.

As used in section VIII.A.3, the term "ACCESSORIES" means any item added to or installed on the VEHICLE by anyone other than the VEHICLE's manufacturer, including but not limited to, spoilers, rims or wheel covers, DVD players, gaming systems, glow lights, floor mats, towing hitches, seat covers, roll cages, specialty handlebars, or other appearance modifications.

Section X. Roadside Assistance is stricken in its entirety and replaced with the California Roadside Assistance Addendum.

- F. **Florida:** For Florida only, if YOUR VEHICLE is a motorcycle, the obligor under this CONTRACT is American Honda Service Contract Corporation, 20800 Madrona Avenue, Torrance, CA 90503, (310) 972-2473, license number 60083. For all other VEHICLES, the obligor under this CONTRACT is American Honda Motor Co., Inc., P.O. Box 2200, Torrance, CA 90509-2200, (800) 555-3496, license number 31503. The rate charged for this CONTRACT is not subject to regulation by the Florida Office of Insurance Regulation. The cancellation fee described in section (IV)(c) of this CONTRACT shall not exceed the lesser of \$25 or five percent (5%) of the purchase price of this CONTRACT.
- G. **Hawaii:** If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the CONTRACT Page as described in section IV.B.3.a of this Contract, no cancellation fee will be charged. For Hawaii, OUR Obligations under this CONTRACT are insured under a service contract contractual liability policy provided by American Bankers Insurance Company of Florida. If a claim for service has not been completed within sixty (60)

days after proof of loss has been filed with US, the claim can be submitted to American Bankers Insurance Company of Florida, at 11222 Quail Roost Drive, Miami, FL 33157, or by calling the toll free number at (866) 306-6694.

- H. **Idaho**: Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association. For Idaho, OUR Obligations under this CONTRACT are insured under a service contract contractual liability policy provided by American Bankers Insurance Company of Florida. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with US, the claim can be submitted to American Bankers Insurance Company of Florida, at 11222 Quail Roost Drive, Miami, FL 33157, or by calling the toll free number at (866) 306-6694.
- I. **Illinois**: Any cancellation fee charged will not exceed the lesser of \$25 or ten percent (10%) of the purchase price of this CONTRACT.
- J. **Indiana**: This CONTRACT is not insurance and is not subject to Indiana insurance law.
- K. **Iowa**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section IV.B.3.a of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the request. YOU may have additional rights under Iowa Consumer Credit Code, Chapter 537. If YOU have questions or concerns about this CONTRACT, YOU may contact the Iowa Insurance Commissioner at 330 Maple Street, Des Moines, IA 50319-0065, or by telephone at (515) 281-5705 or (877) 955-1212.
- L. **Louisiana**: In calculating YOUR refund due upon cancellation of this CONTRACT, no claims paid will be deducted.
- M. **Maine**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section IV.B.3.a of this CONTRACT, no cancellation fee will be charged. The cancellation fee described in section (IV)(c)(2) of this CONTRACT, shall not exceed the lesser of \$25 or ten percent (10%) of the purchase price of the

CONTRACT. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.

- N. **Maryland**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section IV.B.3.a of this CONTRACT, no cancellation fee will be charged.
- O. **Massachusetts**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date as described in section IV.B.3.a of this CONTRACT, no cancellation fee will be charged. Any cancellation fee under this CONTRACT, shall not exceed \$25 or ten percent (10%) of the purchase price of the CONTRACT. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.
- P. **Minnesota**: A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.
- Q. **Mississippi**: Section IV.B.5 is amended to that We will provide You at least ten (10) days' notice if the reason for cancellation is nonpayment and at least thirty (30) days' notice of cancellation for any other reason.
- R. **Missouri**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section IV.B.3.a of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.
- S. **Nebraska**: For Nebraska, OUR Obligations under this CONTRACT are insured under a service contract contractual liability policy provided by American Bankers Insurance Company of Florida. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with US, the claim can be submitted to American Bankers Insurance Company of Florida, at 11222 Quail Roost Drive, Miami, FL 33157, or by calling the toll free number at (866) 306-6694.
- T. **Nevada**: A ten percent (10%) penalty per every thirty (30) days shall be added to a refund not made within forty-five (45) days of the request. If this CONTRACT has been in effect for at least

seventy (70) days, WE may not cancel this CONTRACT before the expiration date or one year from the effective date, whichever occurs first, except for the reasons stated in section IV.B.5 of this CONTRACT, provided that section IV.B.5 is amended to read "Discovery of an act or omission by YOU or a violation of the CONTRACT by YOU."

This CONTRACT is not renewable.

No claims paid will be deducted from any refund owed. No cancellation fee will be deducted from any refund owed.

Provision VII.B is amended to state that coverage under this CONTRACT is excluded for MECHANICAL BREAKDOWN due to racing, competition, or rental of the VEHICLE, rather than voiding coverage.

- U. **New Hampshire**: In the event YOU do not receive satisfaction under this CONTRACT, YOU may contact the New Hampshire Insurance Department, 56 Old Suncook Rd., Concord NH 03301-7317, (800) 852- 3416
- V. **New Jersey**: If no claim has been made and YOU cancel within the first sixty (60) days, a ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.
- W. **New Mexico**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section IV.B.3.a of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within sixty (60) days of the request. If this CONTRACT has been in effect for at least seventy (70) days, WE may not cancel this CONTRACT before the expiration date or one year from the effective date, whichever occurs first, except for the reasons stated in section IV.B.5 of this CONTRACT.
- X. **New York**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section IV.B.3.a of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the request.
- Y. **Ohio**: For Ohio, OUR Obligations under this CONTRACT are

insured under a service contract contractual liability policy provided by American Bankers Insurance Company of Florida. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with US, the claim can be submitted to American Bankers Insurance Company of Florida, at 11222 Quail Roost Drive, Miami, FL 33157, or by calling the toll free number at (866) 306-6694.

- Z. **Oklahoma**: This is not an insurance contract. Coverage afforded under this CONTRACT is not guaranteed by the Oklahoma Insurance Guaranty Association. Any cancellation fee described under this CONTRACT shall not exceed the lesser of \$25 or ten percent (10%) of the purchase price of the CONTRACT.
- AA. **South Carolina**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section IV.B.3.a of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.
- BB. **Texas**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section (IV)(c)(1) of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request. YOU may contact the Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas, 78711, (800) 803-9202, if YOU have an unresolved complaint or have any questions concerning the regulation of service contract providers.
- CC. **Vermont**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section (IV)(c)(1) of this CONTRACT, no cancellation fee will be charged.
- DD. **Washington**: If YOU cancel this CONTRACT within sixty (60) days of the purchase date listed on the IDENTIFICATION PAGE as described in section (IV)(c)(1) of this CONTRACT, no cancellation fee will be charged. A ten percent (10%) penalty shall be added to a refund not made within thirty (30) days of the request. If WE cancel this CONTRACT, any required cancellation notice will be sent to YOU twenty-one (21) days

before the effective date of cancellation. WE may not cancel this CONTRACT after sixty (60) days.

EE. **Wisconsin**: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Any cancellation fee charged will not exceed the lesser of \$25 or ten percent (10%) of the purchase price of this CONTRACT; provided, however, that no cancellation fee will be charged if the CONTRACT is canceled pursuant to section IV.B.3.a. The cancellation notice provided pursuant to section IV.B.5 will state the reason for and effective date of cancellation. In the event of a total loss of the VEHICLE, YOU may cancel this CONTRACT and receive a pro rata refund of any unearned purchase price of this CONTRACT, less any claims paid. A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request. For Wisconsin, OUR Obligations under this CONTRACT are insured under a service contract contractual liability policy provided by American Bankers Insurance Company of Florida. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with US, or if we become insolvent or otherwise financially impaired, the claim can be submitted to American Bankers Insurance Company of Florida, at 11222 Quail Roost Drive, Miami, FL 33157, or by calling the toll free number at (866) 306-6694. The subrogation provision outlined in section X.F of this CONTRACT applies only after you have been fully compensated for damages.

FF. **Wyoming**: A ten percent (10%) penalty per month shall be added to a refund not made within forty-five (45) days of the request.