



## TERMS AND CONDITIONS

**NOTE: TERMS AND CONDITIONS OF TREK CARE PLUS  
MUST BE MADE AVAILABLE TO CONSUMER UPON PURCHASE**

## **TREK® CARE PLUS PLAN TERMS & CONDITIONS**

**CONGRATULATIONS!** Thank You for Your recent purchase of the Trek® Care Plus Plan (the “**Service Agreement**”). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this document in a safe place along with the sales receipt/invoice that You received when You purchased this plan, as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered under this Service Agreement. From the day You purchase this Service Agreement the Administrator will assist You in understanding Your benefits.

**DEFINITIONS:** Throughout this Service Agreement, the words “**We**”, “**Us**” and “**Our**” means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21<sup>st</sup> Floor, Cleveland, OH 44114; unless specified otherwise in the State Addendums section shown at the end of this document (Florida residents: this Service Agreement is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, New York, 10038), and such words do not mean the Administrator. “**You**” and “**Your**” refer to the purchaser of the Equipment covered under this Service Agreement or to the person to whom this Service Agreement was properly transferred. “**Equipment**” means the item(s) which You purchased with and is covered by this Service Agreement. “**Failure**” means the inability of the covered Equipment to perform its originally intended function as a result of defects in materials or workmanship or a mechanical breakdown as a result of normal wear and tear. “**Deductible**” means the amount You are required to pay, if any, for eligible claims under this Service Agreement. “**Administrator**” refers to Sedgwick Claims Management Services, Inc., which is Our independent contractor and not our agent providing certain services to Us in respect of Our obligations under this Service Agreement and any successor person We may engage to provide such services to Us, (800) 582-8735 (For residents of CA, ME, TX, UT and WI the Administrator is Northcoast Warranty Services, Inc.) Please contact the Administrator if You have any questions about this Service Agreement.

**EQUIPMENT ELIGIBILITY:** This Service Agreement covers Equipment purchased as new or factory-refurbished from an authorized Trek Care Plus dealer in the United States; which at the time of purchase included a manufacturer’s original or factory-refurbished warranty valid in the United States. Coverage only applies to Equipment used non-commercially. Accessories and/or add-on options purchased separately and not essential to the basic function of the Equipment are not eligible for coverage.

**WHAT IS COVERED:** For an eligible claim, We agree to furnish labor and/or parts required to repair or replace the following Covered Components on Your Equipment in the event of a Failure, as defined, in accordance with the terms and conditions stated herein, as long as the Equipment is not covered under any other insurance, warranty, guarantee and/or Service Agreement. Parts used to repair Your Equipment may be new, used, refurbished, and/or non-original manufacturer parts that perform to the factory specifications of Your Equipment. In lieu of repairing Your Equipment, We reserve the right, at Our sole discretion, to replace the Equipment with a product of equal or similar features and functionality, not necessarily the same model. If Your Equipment is replaced, then this Service Agreement is considered fulfilled and coverage ends. In no event shall We be liable for any damages as a result of the unavailability of repair parts or the Administrator be liable to You for any of Our obligations under this Service Agreement. Any and all parts or units replaced under this Service Agreement become Our property in their entirety.

### **COVERED COMPONENTS – Specifically, with respect to bicycles and wheels:**

1. Wheel (includes spokes, rims, hubs and quick release);
2. Fork;
3. Frame;
4. Crank assembly (includes freewheel / cassette, crank arms, chain wheels and bottom bracket);
5. Brakes (includes levers, cables and calipers) EXCLUDES PADS;
6. Drive train (includes front & rear derailleurs, chain, shifters and cables);
7. Suspension (includes front and rear components); and
8. Saddle, seat post, handlebars, stems and headset.

### **COVERED COMPONENTS – Specifically, with respect to electrical bicycles, and in addition to the above:**

1. Motor
2. Controller
3. Electrical bicycle cabling

Technological advances may result in a replacement product with a lower selling price than Your original Equipment. No refunds will be made based on the replacement product cost difference. If Your Equipment is not repairable and a comparable replacement product is not available, We will reimburse You up to the original purchase price of Your Equipment; less taxes and minus any claims paid, and this Service Agreement will be fulfilled and all obligations satisfied.

This Service Agreement does not cover repair or replacement of any component on the Equipment for any of the causes, or provide coverage for any losses set forth in the section entitled “**WHAT IS NOT COVERED**” further below.

## **ADDITIONAL BENEFIT:**

**ACCIDENTAL DAMAGE FROM HANDLING (“ADH”):** This Service Agreement also includes protection against sudden and unforeseen accidental damage to Your Equipment; provided such damage was in the course of use of the Equipment by You as it was originally intended, and subject to the following exclusions: ADH COVERAGE DOES NOT PROVIDE PROTECTION AGAINST THEFT, MYSTERIOUS DISAPPEARANCE, MISPLACEMENT, RECKLESS CONDUCT, ABUSE, WILLFUL OR INTENTIONAL CONDUCT ASSOCIATED WITH HANDLING AND USE OF THE EQUIPMENT; COSMETIC DAMAGE AND/OR OTHER DAMAGE THAT IS NOT A FAILURE (AS DEFINED), OR DAMAGE CAUSED DURING SHIPMENT OF THE EQUIPMENT; DAMAGE OCCURRING AT PROFESSIONAL RACING EVENTS ARE NOT COVERED. (“ABUSE” IS DEFINED AS YOUR TREATMENT OF THE EQUIPMENT IN A HARMFUL, INJURIOUS OR OFFENSIVE MANNER THAT RESULTS IN DAMAGE TO THE EQUIPMENT.)

**DEDUCTIBLE:** There is no Deductible required to obtain service under this Service Agreement for Your Equipment.

**PLACE OF SERVICE:** Under this Service Agreement, Your Equipment qualifies for service at an authorized Trek Care Plus retailer or any other service center designated by the Administrator. You are responsible for the transportation of the Equipment to the applicable servicing location; this Service Agreement does not provide reimbursement for any costs associated with such transportation.

**LIMIT OF LIABILITY:** The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the original purchase price of Your Equipment, less taxes. In the event We make payments for repairs, which in the aggregate are equal to the original Equipment purchase price or We replace Your Equipment, We will have no further obligations under this Service Agreement. In no event shall the total of all claims or replacement exceed the original price paid by You for the covered Equipment.

**WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY COMPONENT OR EQUIPMENT, FROM DELAYS IN SERVICE, OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING INHERENT PRODUCT FLAWS.**

**TERM OF COVERAGE:** Coverage begins upon purchase date of this Service Agreement and continues for the period of time specified on Your sales receipt/invoice. This Service Agreement is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty but provides certain benefits during the term of the manufacturer’s warranty. During the manufacturer’s warranty period, any repairs covered by that warranty are the sole responsibility of the manufacturer. Upon expiration of the manufacturer’s warranty, this Service Agreement will provide a continuance of coverage for Your Equipment in accordance with the terms and conditions stated herein.

**IF YOUR EQUIPMENT NEEDS REPAIR:** If You need to file a claim under this Service Agreement, You should take Your Equipment to an authorized Trek Care Plus Dealer. For faster service, please have Your proof of Equipment purchase (sales receipt/invoice) available when You visit the dealer. THIS SERVICE AGREEMENT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. You are responsible for the transportation of the Equipment to the applicable servicing location (i.e. authorized Trek Care Plus dealer or other authorized servicer if directed by the Administrator), and this Service Agreement does not provide reimbursement for any costs associated with such transportation. If the term of coverage under this Service Agreement expires during the time of an authorized claim, Your Service Agreement term will be extended until the time in which the repair or replacement has been completed.

**WHAT IS NOT COVERED:** THIS SERVICE AGREEMENT DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM: (A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (“PRE-EXISTING” MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE ELECTRICAL OR MECHANICAL FITNESS OF THE EQUIPMENT PRIOR TO THE PURCHASE OF THIS SERVICE AGREEMENT); (B) IMPROPER PACKAGING AND/OR TRANSPORTATION BY YOU OR YOUR REPRESENTATIVE RESULTING IN DAMAGE TO THE EQUIPMENT WHILE IT IS IN TRANSIT, INCLUDING FAILURE TO PROPERLY SECURE THE EQUIPMENT DURING TRANSPORTATION; (C) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS OR PERIPHERALS; (D) EQUIPMENT THAT IS USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION, ARE USED IN PROFESSIONAL FITNESS CENTERS OR OFFERED ON A RENTAL BASIS, OR ACTIVITIES NOT STANDARD FOR THE TYPE OF BIKE SOLD (I.E. NO OFF-ROAD MOUNTAIN TRAIL USAGE FOR A STANDARD STREET BIKE); (E) DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.; (F) DAMAGE FROM FREEZING OR OVERHEATING; (G) INADEQUATE ELECTRICAL SERVICE; (H) INTERRUPTION OF ELECTRICAL SERVICE, LOSS OF POWER, IMPROPER USE OF ELECTRICAL / POWER, OR POWER “BROWN-OUT”; (I) NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL / MECHANICAL / ELECTRONIC DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, RUST, CORROSION, WARPING, ANIMAL OR INSECT INFESTATION,

ETC. TO THE COVERED EQUIPMENT OR ANY COMPONENT; (J) DAMAGE OR EQUIPMENT FAILURE DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS: ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE; INCLUDING, BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WATER DAMAGE OF ANY KIND (WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION) THAT CAUSES ANY ELECTRICAL COMPONENT TO FAIL, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, ETC.; (K) REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS; (L) BATTERY FAILURE OR LEAKAGE; (M) COLLISION WITH A VEHICLE, COLLAPSE OR EXPLOSION OF ANY STRUCTURE OR OBJECT; (N) IMPROPER OR INADEQUATE STORAGE; (O) DAMAGE TO A COVERED COMPONENT CAUSED BY A NON-COVERED COMPONENT; (P) IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS (INCLUDING, BUT NOT LIMITED TO BRAKE PADS AND TIRES), MODULES, PARTS AND/OR INSTALLATION OF INCORRECT PARTS; (Q) ANY RESULTING MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED EQUIPMENT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE, FROM OPERATION/STORAGE OF THE COVERED EQUIPMENT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS, FROM USE OF A COVERED EQUIPMENT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY, OR FROM USE OF A COVERED EQUIPMENT IN SUCH A MANNER THAT IS INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS; (R) UNAUTHORIZED MODIFICATIONS AND ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIR MADE BY ANYONE OTHER THAN A SERVICE TECHNICIAN AUTHORIZED BY US; (S) COVERED EQUIPMENT SUBJECT TO A MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR, ETC.; REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (T) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR "AS-IS"; (U) COVERED EQUIPMENT WITH REMOVED OR ALTERED SERIAL NUMBERS; (V) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS SERVICE AGREEMENT, OR LOSS OF USE DURING THE PERIOD IN WHICH THE COVERED EQUIPMENT IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS; (W) NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO: NOISES, SQUEAKS, ETC.; (X) NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, USER EDUCATION, OR SET UP ADJUSTMENTS; (Y) CLEANINGS OR ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, SERVICE AGREEMENT OR OTHER INSURANCE; (Z) REPAIRS FOR COSMETIC DAMAGE (I.E. PAINT SCRAPES, WORN SEATS, DENTS THAT DO NOT IMPAIR THE COVERED EQUIPMENT TO FUNCTION AS INTENDED AND SCRATCHES, ETC.) WHICH DOES NOT HAVE ANY IMPACT ON PROPER OPERATION OF THE BIKE; (AA) FAILURE TO EQUIPMENT ATTACHMENTS THAT WERE NOT PROVIDED BY THE MANUFACTURER OR INCLUDED IN THE ORIGINAL SALE; (AB) REPAIR OR REPLACEMENT COSTS FOR LOST COMPONENTS THAT WERE NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS (I.E. TIRES, TUBES, BRAKE PADS, ROTORS, ETC.), OR ANY NON-OPERATING OR NON-MOTOR DRIVEN MECHANICAL PART, INCLUDING BUT NOT LIMITED TO: PLASTIC OR OTHER PARTS SUCH AS BATTERIES, BELTS, BOLTS, CORDS, DIALS, DRIVE BELTS, FINISH DEFECTS, HANDLES, HINGES, KEYPADS, KEYS, KNOBS, LATCHES, LED'S, LCD'S, LIGHTS, ORNAMENTATION, PAINT, PLASTIC BODY OR MOLDING, SEATS, SUPPORTS, SWITCHES, WIRING, OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE COVERED EQUIPMENT; (AC) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED EQUIPMENT; OR (AD) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES, OR CANADA.

IF YOUR COVERED EQUIPMENT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS; INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

**OUR RIGHT TO RECOVER PAYMENT:** If You have a right to recover against another party for anything We have paid under this Service Agreement, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

**CANCELLATION:** You may cancel this Service Agreement by informing the selling retailer of Your cancellation request within thirty (30) days of the purchase of the Service Agreement, and You will receive a one-hundred percent (100%) refund of the full purchase price of Your Service Agreement, less any claims paid by Us. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, less any claims paid by Us, and less an administrative fee not to exceed 10% of the Service Agreement purchase price or \$25.00 (whichever is less).

If We cancel this Service Agreement We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

**GUARANTY:** This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any valid claim or fail to replace the Equipment covered under this Service Agreement within sixty (60) days (thirty (30) days in Arizona) after the Equipment has been returned, or in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

**TO RENEW THIS SERVICE AGREEMENT:** To renew coverage under this Service Agreement, please call (800) 582-8735 on or before the expiration date of this Service Agreement. Renewal prices will reflect the age of Your Equipment, current service costs, and repair experience of the product model. Renewal prices will be available from the Administrator upon request at the time of renewal.

**IMPORTANT CONSUMER INFORMATION:** If Your Equipment is exchanged by the manufacturer or authorized Trek Care Plus dealer, You must advise the Administrator in writing at P.O. Box 94950, Cleveland, Ohio 44101 or call (800) 582-8735 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date.

**TRANSFERS:** If You transfer ownership of Your Equipment, this Service Agreement may be transferred without charge by sending to the Administrator, at the address above, the name, address, and phone number of the new owner within 10 days of the transfer. The cancellation provisions in this agreement only apply to the original purchaser of this Service Agreement.

**ENTIRE AGREEMENT:** THIS SERVICE AGREEMENT; INCLUDING THE TERMS, CONDITIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS, AND YOUR SALES RECEIPT/INVOICE, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN US AND YOU AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE ITEMS, EXCEPT AS REQUIRED BY LAW.

**SPECIAL STATE REQUIREMENTS:** Regulation of Service Agreements may vary widely from state to state. Any provision within this Service Agreement which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

**Alabama:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision only applies to the original Agreement holder. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. Northcoast Warranty Services, Inc. is the Provider under this Service Agreement. In no event will the cancellation fee exceed twenty-five dollars (\$25.00).

**Arizona: CANCELLATION** - No claims incurred or paid will be subtracted from any refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the **“WHAT IS NOT COVERED”** section.

**Arkansas:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision only applies to the original Agreement holder.

**California:** This Service Agreement may be cancelled by the Service Agreement holder for any reason, including, but not limited to, the Equipment covered under this Service Agreement being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Agreement, and You have made no claims against the Service Agreement, you will be refunded the full Service Agreement price; or if Your Service Agreement is cancelled by written notice after sixty (60) days from the date You received this Service Agreement or You have incurred claims within sixty (60) of the date You received the Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Agreement price or twenty-five dollars (\$25), whichever is less. The Service Agreement Administrator and Obligor is Northcoast Warranty Services, Inc. (License No. SA-19178).

**Connecticut:** In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty Service Agreement. You may cancel Your Service Agreement if the covered product is sold, lost, stolen, or destroyed.

**Florida:** This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Agreement by informing the selling Trek Care Plus dealer or the Administrator of Your cancellation request. In the event the Service Agreement is canceled by You, return of the premium shall be based upon ninety

percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Agreement is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia:** The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If You cancel this Service Agreement, after thirty (30) days or if a claim has been paid, an administrative fee not to exceed the lesser of ten percent (10%) of the pro-rata refund or the stated administrative fee will be applied. Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known by You. This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. In no event will claims be deducted from any refund.

**Hawaii:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision only applies to the original Agreement holder.

**Illinois:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperable due to a Failure during the term of this Service Agreement. In no event will the cancellation fee exceed the lesser of fifty dollars (\$50.00) or ten percent (10%) of the Service Agreement price.

**Indiana:** Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You. Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known by You.

**Maine:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision only applies to the original Agreement holder. In no event with the cancellation fee exceed the lesser of ten percent (10%) of the Service Agreement price or the stated cancellation fee.

**Maryland:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision only applies to the original Agreement holder.

**Minnesota:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision only applies to the original Agreement holder. If We cancel this Service Agreement for nonpayment of the provider fee, a material misrepresentation by You to the provider, or a substantial breach of duties by You relating to the covered product or its use, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. If We cancel this Service Agreement for any other reason, We shall mail a written notice to You at Your last known address at least fifteen (15) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

**Missouri:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision only applies to the original Agreement holder. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from any refund.

**Nevada:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Agreement price will be added to the refund for every thirty (30) days the refund is not paid. This provision only applies to the original Agreement holder. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Agreement You will be entitled to a pro-rata refund of the unearned Service Agreement fee, no administrative fee will be deducted. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund. In no event will claims be deducted from any refund.

**New Hampshire:** In the event You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

**New Mexico:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within sixty (60) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

**New York:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

**North Carolina:** We may only cancel this Service Agreement only for non-payment of the purchase price of the Service Agreement or a direct violation of the Service Agreement by You. In no event will the cancellation fee exceed the lesser of ten percent (10%) of the pro-rata refund amount or the stated cancellation fee.

**Oklahoma:** This service warranty applies to consumer bicycle products. This is not an insurance contract. Coverage afforded under this service warranty (the Service Agreement) is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this Service Agreement contract is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract (the Service Agreement) purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract (the Service Agreement). If We cancel this service warranty, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract (the Service Agreement). **WHAT IS NOT COVERED, Exclusion Q – is deleted and replaced with the following: Q) FAILURE TO PROVIDE MANUFACTURER’S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD CAUSE COVERAGE UNDER THE MANUFACTURER’S WARRANTY TO BECOME VOIDABLE OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS.**

**Oregon:** This Service Agreement is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097 and You.

**South Carolina:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If You have any questions regarding this Service Agreement, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160. The Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097

**Texas:** The Obligor and Administrator is Northcoast Warranty Services, Inc., Service Contract Provider License No. 651, 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097. If You have any questions regarding the regulation of the Service Agreement Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Agreement within thirty (30) days of the date of purchase of this Service Agreement. If this Service Agreement is cancelled within the first thirty (30) days, We will refund the entire Service Agreement charge, less claims paid. If this Service Agreement is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Agreement purchase price, less any claims paid by Us) and less an administrative fee not to exceed 10% of the Service Agreement purchase price or \$25.00; whichever is less. In no event will Your cancellation fee exceed fifty dollars (\$50). A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your return of the Service Agreement to the provider. These provisions apply only to the original purchaser of the Service Agreement. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. If We cancel this Service Agreement, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment

of the provider fee, fraud or a material misrepresentation by the Service Agreement Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If We cancel this Service Agreement, no cancellation fee shall apply.

**Utah:** The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Agreement for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Agreement for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Agreement material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If You need to file a claim under this Service Agreement, You must obtain authorization for submitting a claim by calling the Administrator at 1-800-366-4010. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedure without prior authorization. However, You must call the Administrator as soon as reasonably possible. Failure to call in and report the claim may result in non-payment.

**Washington:** The Provider/Obligor is AMT Warranty Corp. 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, 866-327-5818. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the "WHAT IS NOT COVERED" section above. You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** All references to "Service Agreement" are hereby deleted and replaced with "Service Contract". You may cancel this Service Contract at any time. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

If this Service Contract is canceled within thirty (30) days of the date of purchase and no claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If the refund is not paid or credited within forty-five (45) days after return of the Service Contract to Us, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding which We shall add the amount of the refund.

For Service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rate provider fee, less claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Contract purchase price paid. If You request cancellation due to a total loss of Your product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. Unauthorized repairs may not be covered.

The **GUARANTY** section is amended to include: Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any claim or fail to replace the product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

**Wyoming:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use.

Visit [www.trekbikes.com/trekcareplus](http://www.trekbikes.com/trekcareplus) or call (800) 582-8735 to have a copy of these terms & conditions mailed to You.