



## SERVICE CONTRACT

### IMPORTANT INFORMATION YOU NEED TO KNOW

**CUSTOMER SUPPORT NUMBER** – Please see the box labeled **Contract** Number on the **Declarations Page**. This is **Your** CUSTOMER SUPPORT NUMBER. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

**PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE A CRAFT OR OBTAIN FINANCING. THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER’S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER’S WARRANTY.**

This Service **Contract** along with the **Declarations Page** make up **Your** entire **Contract**. No other documents, unless provided directly to **You** from the **Administrator**, are legal and binding.

This Service **Contract** does not cover all Breakdowns and excludes some conditions and **Crafts**. Please read the **Coverage**, Terms & Conditions and Exclusions sections of this **Contract** so **You** fully understand what **Coverage** is provided to **You** for **Your** **Craft**. If **You** have any questions regarding this **Contract**, please contact the **Administrator** toll-free at (855) 834-7660

This Service **Contract** contains Limits of Liability. Please **read**” Limits of Liability” under the” Terms & Conditions” section to determine what those are.

**FOR QUALITY MAINTENANCE AND REPAIR SERVICE, RETURN YOUR VESSEL TO THE ISSUING SELLER SHOWN ON YOUR DECLARATIONS PAGE OR A LOCAL DEALER OF YOUR CHOICE.**

### THINGS TO DO NOW

Verify **Declarations Page** – The **Declarations Page** must be attached to this **Contract** to complete and validate this **Contract**. Check **Coverage** – Not every part of **Your** **Craft** is covered by this **Contract**. **Coverage** provided is listed in the **Coverage** section.

Check **Your** **Deductible** – Please check the box labeled **DEDUCTIBLE** on **Your** **Declarations Page**. The dollar amount in the box identifies the portion of the covered repair **You** will be required to pay if **You** have a claim.

### THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

**Properly Maintain Your Craft and KEEP THE RECEIPTS** – This Agreement is only valid if **Your** **Craft** has been maintained in accordance with the manufacturer’s specifications. Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance will be required when **You** file a claim. SEE SECTION: “PROVISIONS OF THIS SERVICE AGREEMENT” FOR SPECIFIC MAINTENANCE REQUIREMENTS. **OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS AGREEMENT.** If **You** believe the Failure may be covered by this Agreement, call the **Administrator** personally, or instruct the repair facility performing the work to call and Register the claim **BEFORE THE WORK IS PERFORMED.** SEE SECTION: “HOW TO FILE A CLAIM”.

### DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in Bold Faced Type:

**You and Your** – means the Purchaser named on the **Declarations Page** or the person to whom this **Contract** was properly transferred.

**Administrator** – means Worth Ave. Group

**We, Us and Our** – means Worth Ave. Group. In the state of Florida, the Administrator/Obligor is Lyndon Southern Insurance Company.

**Declarations Page** – means the numbered document which is attached to and becomes part of this **Contract**. It gives information about **You**, **Your** **Craft**, **Coverage** chosen and other significant data.

**Contract** – means this agreement which **You** purchased from Us to protect **Your** **Craft**.

**Craft** – means the **Craft** which is described on the **Declarations Page**; which cannot be used for emergency, for hire or rental.

**Coverage** – means the protection **You** have chosen, as shown on the **Declarations Page** and as listed in the section of this **Contract**.

**Deductible** – means the amount **You** will be required to pay, as shown on the **Declarations Page**, for covered **Failures**. If a amount is not selected on the **Declarations Page**; **Your** **Deductible** is twenty-five dollars (\$25)

**Failure** – means the mechanical breakdown of a covered part under normal service or faulty workmanship as supplied by the manufacturer or dealer, but does not include gradual reduction in operating performance due to **Wear** and tear or damage resulting from the mechanical breakdown of any non-covered parts.

**Registered** – means a claim has been recorded only when the **Administrator** has been contacted and has issued a claim reference number.

**Teardown** – means the mechanical disassembly of a failed unit required to determine the cause and extent of the **Failure**.

**Consequential** – means an event or damage that occurs separately as a consequence or result of the **Failure** of a covered or non-covered part, Damage such as loss of time or use, inconvenience, personal injury or property damage.

**Obligor** – shall mean Worth Ave Group is the entity Contractually liable under this Offering. THE **OBLIGOR** UNDER THIS AGREEMENT IS INSURED BY “LYNDON SOUTHERN INSURANCE COMPANY”, [10151 DEERWOOD PARK BLVD., BLDG. 100, STE., 500, JACKSONVILLE, FLORIDA 32256 (800) 888-2738], EXCEPT IN GEORGIA WHERE THE **OBLIGOR** IS INSURED BY “INSURANCE COMPANY OF THE SOUTH” [10151 DEERWOOD PARK BLVD., BLDG. 100, STE., 500, JACKSONVILLE, FLORIDA 32256 (800) 888-2738], AND EXCEPT IN CALIFORNIA, NEW YORK, RHODE ISLAND AND WISCONSIN WHERE THE **OBLIGOR** IS INSURED BY “DEALERS ASSURANCE COMPANY”, [240 N. FIFTH STREET, SUITE 350, COLUMBUS, OH 43215, (800) 282-8913. IF THE **ADMINISTRATOR** FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS **YOU** MAY SUBMIT **YOUR** CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS

**Pre-Existing** – means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Craft** prior to the issuance of this **Contract**.

## TERMS & CONDITIONS

This **Contract** represents an agreement between Us and **You** and is subject to all the Terms & Conditions contained herein.

1. **CONTRACT PERIOD – Coverage** under this **Contract** begins immediately and will expire according to the term of the **Contract** selected, as shown on the

### **Declarations Page.**

- a. New Plan expiration is measured from the original Factory Warranty In Service Date.
- b. Used Plan expiration is measured from the Service **Contract** Sale Date.

2. **FAILURE OF COVERED PARTS**

**We** will pay or reimburse **You** for approved costs to repair or replace the **Failure** of a part included in **Your Coverage**. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED OR REPLACEMENT PARTS OF LIKE KIND AND QUALITY AT THE DISCRETION OF THE **ADMINISTRATOR**.

3. **DEDUCTIBLE**

In the event of a **Failure** covered by this **Contract**, **Your Deductible** will be applied on a Per Repair Visit basis. No **Deductible** payment is required with respect to Benefit **Coverages**, if provided by this **Contract**. Should a covered **Failure** take more than one visit to repair, only one **Deductible** will apply for that same **Failure**.

4. **TERRITORY**

This **Contract** is limited to **Failures**, which occur, and repairs that are made, within the territorial waters of the United States and Canada.

5. **LIMITS OF LIABILITY**

- a. The maximum limit of liability per loss shall be equal to the lesser of the aggregate limit of liability (see below) or the average retail amount, as listed in the current NADA value guide, of the covered failed part at the time of repair.
- b. The aggregate limit of liability during the entire term of this Service **Contract** shall not exceed the lesser of \$15,000 or the selling price of **Your Craft**. If the optional “\$35,000 Limit of Liability” surcharge is purchased and marked on the **Administrator**’s copy of the **Declarations Page**; The aggregate limit of liability during the entire term of this Service **Contract** shall not exceed the lesser of \$35,000 or the selling price of **Your Craft**.
- c. The established value of the **Craft** does not take into consideration the cost of repairs and no deduction for the cost of repairs is to be taken from the published value.

6. **OUR RIGHT TO RECOVERY**

If **You** have a right to recover funds that **We** have paid under this **Contract** against another party (such as a manufacturer’s warranty claim, parts warranty, other service **Contract**, etc.), **Your** rights to recover these funds shall become Our rights. **You** agree to provide reasonable assistance to help Us to recover these funds. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

7. **TRANSFER RIGHTS**

This **Contract** is for the benefit of the original **Contract** Holder and is transferable subject to a transfer fee and inspection, provided:

- a. Proof of transfer of the remaining manufacturer’s warranty to the new owner is provided (if applicable).

- b. **Contract** is being transferred to a subsequent purchaser of **Your Craft**. Transfer rights are void if the **Craft** is traded, sold, or put on consignment to an individual or entity engaged in the leasing or rental of **Crafts**.

**You** must submit the following to the **Administrator**:

- a. Completed Transfer Request Form (Available from the **Administrator**).
- b. Copy of the Bill of Sale showing the date of new owner's purchase of the **Craft**.
- c. \$50.00 Transfer fee made payable to the **Administrator** within thirty (30) days of **Craft** ownership transfer.

The original **Contract** Holder must provide all maintenance and service records to the new owner showing proof of service performance in accordance with the manufacturer's recommendations and specifications in order to qualify for the services and **Coverage** under this Service **Contract**.

## 8. MAINTENANCE REQUIREMENTS

**You** must maintain **Your Craft** according to the manufacturer's recommendations as outlined in the owner's manual. **You** must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, are used in **Your Craft**. It is required that verifiable receipts are retained for all parts and materials necessary to perform the required maintenance; confirming the date and engine hours for the services performed. If necessary, this documentation will be verified by the **Administrator**. Damage caused by inadequate fluid levels is not covered by this **Contract**. Check **Your Craft's** fluid levels when refueling. **Contract** Holder cannot perform own maintenance for maintenance requirements and cannot own or operate the commercial service facility performing the maintenance.

## 9. ARBITRATION

If **We** and **You** do not agree on the settlement of any claim, either party may make a written request for arbitration. In this event, each party shall select an arbitrator. The two arbitrators shall select a third. If they cannot agree on a third within thirty (30) days, either may request that the selection be made by a judge of a court having jurisdiction. Each party shall pay the expenses they incur and bear the expenses of the third party arbitrator equally. A decision agreed to by any two of the arbitrators shall be binding on both parties.

# COVERAGE

## OUTBOARD

**ENGINE:** Internally lubricated parts contained within the block to include: pistons, piston rings and pins, main and rod bearings, crankshaft, connecting rods, camshaft, camshaft bearings, valves, valve springs, guides and seats, reeds and reed blocks. Timing, chain, gears and/or belts. Seals and gaskets are covered for the above listed parts. Engine head(s), engine block, cylinder barrels and intake manifolds are covered only if damaged beyond repair as a result of the **Failure** of one of the above covered components.

**LOWERUNIT:** Internally lubricated parts contained within the gear case. Gear case is only covered if damaged beyond repair by a covered component. Seals and gaskets are covered for the above listed parts.

**JET DRIVE:** Internally lubricated parts contained within the pump housing. Pump housing is only covered if damaged beyond repair by a covered component. Seals and gaskets are covered for the above listed parts.

**FUEL DELIVERY:** Fuel delivery pump (mechanical/diaphragm), carburetor body, air box (silencer), electric choke solenoid (enrichener). Seals and gaskets are covered for the above listed parts.

**ELECTRICAL:** Alternator/stator, voltage regulator/rectifier, engine mounted terminal blocks, engine mounted wiring harness, starter motor, starter armature, starter field windings, starter magnets, brush holder and brushes, end caps and bushings, starter drive, starter solenoid.

**IGNITION:** Power pack/switch box, amplifier, ignition high output coil, ignition trigger coil, spark plug wires.

**POWER TRIM:** Power trim motor, power tilt motor, power trim cylinders (including cylinder rams), cylinder seals, cylinder mounts and pivots, power trim motor actuator solenoids, power trim wiring harness, power trim master control switches, reverse lock valve, manual trim cylinder, manual trim cable, and control valve.

**CONTROLS:** Shift and throttle control box parts to include: cams, eccentrics, shafts, pivots, bushings, housing, control arms/levers and knobs, shift control cable, throttle control cable, ignition switch.

**MECHANICAL STEERING:** Control helm assembly, control rack and yoke assembly, power steering pump, power steering cylinder, steering wheel, steering wheel mounting hub. Excludes cables. Seals and gaskets are covered for the above listed parts.

**HYDRAULIC/POWER STEERING:** Hydraulic or Power steering head, s steering lines, hydraulic steering cylinder, hydraulic steering flow valves, steering yoke. Excludes cables. Seals and gaskets are covered for the above listed parts.

**OIL INJECTION SYSTEMS:** Oil injection pump, oil pump drive gear, oil pump drive shaft, oil tank, oil tank cap, oil level sensors, oil level warning horns and lights, oil injection lines, oil injection check valves, oil injection metering system.

**EFI/DFI COMPONENT COVERAGE:** Electric fuel delivery pumps (high and low pressure), fuel injectors, fuel distributors, ECU module, throttle position sensor, manifold air temperature sender, idle speed control, mass air flow sensor, detonation/knock sensor, ignition pick-up sensor. Seals and gaskets are covered for the above listed parts.

## STERN DRIVE/INBOARD

**\*ENGINE:** Internally lubricated parts contained within the cylinder block to include: pistons, piston rings and pins, main bearings and rod bearings, crankshaft, connecting rods, camshaft, camshaft bearings, timing chain, gears and/or belt, valves, valve springs, valve guides and seats, valve push rods, lifters, oil pump. Rocker arm cover, harmonic balancer, oil pan, engine mounts. Distributor housing, shaft and bearings. Seals and gaskets are covered for the above listed parts. Engine head(s), engine block, cylinder barrels and intake manifolds are covered only if damaged beyond repair as a result of the **Failure** of one of the above covered components.

**\*DIESEL ENGINE ONLY:** Cylinder head bolts, air intake housing, main bearing bolts, rod bolts, rocker arms, oil cooler housing, oil filter housing, flywheel housing, pump drive gears, front covers, idler gears, balancer cover housing.

**TRANSMISSION:** Internally lubricated parts contained within the transmission case. Case is only covered if damaged beyond repair by a covered component. Transmission mounts and oil pan. Seals and gaskets are covered for the above listed parts.

**V-DRIVE:** Internally lubricated parts. Case is only covered if damaged beyond repair by a covered component. Seals and gaskets are covered for the above listed parts.

**STERN DRIVE UPPER GEAR CASE:** Internally lubricated parts. Case is only covered if damaged beyond repair by a covered component. Seals and gaskets are covered for the above listed parts.

**STERN DRIVE LOWER UNIT:** Internally lubricated parts. Case is only covered if damaged beyond repair by a covered component. Seals and gaskets are covered for the above listed parts.

**IGNITION:** Ignition module, ignition trigger coil, ignition high output coil, spark plug wires.

**CLOSEDCOOLINGSYSTEM:** Engine water/coolant circulating pump; heat exchangers (for closed cooling system only). The **Failure** of heat exchangers due to corrosion or clogging due to salt, debris, freeze damage, or other contaminants is not covered.

**ELECTRICAL:** Alternator/stator, voltage regulator/rectifier, engine mounted terminal blocks, engine mounted wiring harness, electric choke element, starter motor, starter armature, starter field windings, starter magnets, brush holder and brushes, end caps and bushings, starter drive, starter solenoid.

**CONTROLS:** Shift and throttle control box parts to include: cams, eccentrics, shafts, pivots, bushings, housing, control arms/levers and knobs, shift control cable, throttle control cable, and ignition switch.

**POWER STEERING:** Steering control helm assembly, control rack and yoke assembly, power steering pump, power steering cylinder, steering wheel, steering wheel mounting hub. Excludes cables. Seals and gaskets are covered for the above listed parts.

**HYDRAULIC STEERING (manual systems):** Hydraulic steering head, hydraulic steering lines, hydraulic steering cylinder, hydraulic steering flow valves. Excludes cables. Seals and gaskets are covered for the above listed parts.

**POWER TRIM:** Power trim and/or tilt motor, trim cylinders, cylinder rams, cylinder seals, cylinder mounts and pivots, trim motor actuator solenoids, trim wiring harness, trim master control switches, control valve, pump and reverse lock valve.

**INTERMEDIATE HOUSING:** Intermediate shaft bearings, U-joints, center yoke, drive yoke, gimbal bearings, steering yoke, engine coupler. Intermediate housing/gimbal housing are covered only if damaged beyond repair by a covered component. Seals and gaskets are covered for the above listed parts.

**FUEL DELIVERY (Including Turbochargers):** Fuel injectors, fuel distributors, fuel injection pumps, ECU module, throttle position sensor, manifold absolute pressure sensor, manifold air temperature sender, idle speed control, mass air flow sensor, detonation/knock sensor, coolant sensor, ignition pick up sensor, fuel delivery pump, fuel pump diaphragm, flame arrestor. All internally lubricated parts located within the turbocharger housing plus: wastegate actuator. Seals and gaskets are covered for the above listed parts.

**\*Diesel Engine component Coverage only applies if the covered items are listed under the original manufacturer's warranty terms and conditions as covered parts.**

## POD DRIVE SYSTEM

(Available for Volvo Penta IPS and Mercury Marine Zeus)

**ENGINE:** Internally lubricated parts including: pistons (limited to defects in piston material), piston rings and pins; crankshaft; main bearings; connecting rods; rod bearings; camshaft and camshaft bearings; timing chain and timing gears; valves, valve springs, valve guides, valve seats and valve push rods; thermostat components, sending units (temperature, fuel pressure, and oil pressure), knock sensor, main seals, intake and exhaust valves; lifters; oil pump; rocker arm cover; harmonic balancer; oil pan; engine mounts; flywheel ring gear. Engine head, engine block, cylinder sleeves and intake manifold are only covered if damaged by the **Failure** of a covered internally lubricated part.

**DIESEL ENGINE ONLY:** Cylinder head bolts; air intake housing; turbochargers (up to 3); main bearing bolts; rod bolts; rocker arms; oil cooler housing; oil filter housing; flywheel housing; pump drive gears (aka front transmission); front covers; idler gears; balancer cover housing.

**CLOSED COOLING SYSTEM:** Engine water/coolant circulating pump; oil cooler; heat exchangers (for closed cooling system only). The **Failure** of heat exchangers due to corrosion or clogging due to salt, debris, freeze damage, or other contaminants is not covered.

**POD DRIVE:** Internally lubricated parts including: clutch plates and clutch drums; thrust plates; planetary gears; shift bands; reduction gears and reduction bearings; drive plate, temperature switches, neutral safety switch, control valves, transmission oil cooler, shafts; bearing carriers; hydraulic pumps; hydraulic pistons; valve bodies; transmission mounts; oil pan, seals gaskets.

Transmission case is covered only if damaged by the **Failure** of a covered internally lubricated part. Steering motor and control unit, steering knuckle and steering position sensor, oil pump, oil cooler, planet gear and axle shaft.

**INTERMEDIATE HOUSING:** Intermediate housing case and mounting ring are covered only if damaged by the **Failure** of an internally lubricated part.

**LOWER UNIT:** Internally lubricated parts contained within the lower gear housing including: gears, propeller shaft, drive shaft, bearing carriers, bearings. Lower gear housing is covered only if damaged beyond repair by a covered component.

**ELECTRICAL:** Alternator/stator; voltage regulator/rectifier; electronic ignition module; ECM, ignition switch, coolant temperature switch, oil pressure switch, starter motor; starter armature; starter field windings; starter magnets; starter drive; starter solenoid; engine mounted wiring harness, associated wiring harness for HCU, PCU.

**STEERING (Factory Installed Only):** Steering control helm assembly, steering wheel, mounting hub.

**CONTROLS:** All parts contained within control box; cams; eccentrics; shafts, pivots; neutral safety switch; potentiometer shift switch; lever; throttle wiring harness, POD Drive joy stick and wiring harness.

**FUEL SYSTEM:** Fuel injectors, injector rails, pressure regulator, fuel distributors, fuel injection pumps (high and low pressure); ECU module; boost pressure sensor, air flow sensor; coolant sensor, fuel cooler, fuel delivery pump.

**SEALS & GASKETS:** Seals and gaskets are covered only if needed for covered components. **Failures** caused by worn or inappropriately installed gaskets are not covered.

## ENGINE ONLY

Internally lubricated parts including: pistons (limited to defects in piston material), piston rings and pins; crankshaft; main bearings; connecting rods; rod bearings; camshaft and camshaft bearings; timing chain and timing gears; valves, valve springs, valve guides, valve seats and valve push rods; thermostat components, sending units (temperature, fuel pressure, and oil pressure), knock sensor, main seals, intake and exhaust valves; lifters; oil pump; rocker arm cover; harmonic balancer; oil pan; engine mounts; flywheel ring gear. Engine head, engine block, cylinder sleeves and intake manifold are covered only if damaged by the **Failure** of a covered internally lubricated part.

**DIESEL ENGINE ONLY:** Cylinder head bolts; air intake housing; turbochargers (up to 3); main bearing bolts; rod bolts; rocker arms; oil cooler housing; oil filter housing; flywheel housing; pump drive gears (aka front transmission); front covers; idler gears; balancer cover housing.

## OPTIONAL ACCESSORY COVERAGE

**Optional Accessory Coverage is available on Your Service Contract, provided the Optional Accessory purchased is marked on the Administrator copy of the Declarations Page. By marking the "Stand Alone Option" box on the Administrator copy of the Declarations Page, Coverage will be limited to the components listed below for the Optional Accessories selected.**

## CRUISING COVERAGE

**\*Coverage not included when Cruising Coverage is purchased as a Stand Alone Option**

**AIR CONDITIONER:** Compressor, condenser, capacitor, relays, water pump, fans, heat exchanger, evaporator, thermostat.

**HEATING UNIT:** Heating elements, control panel, thermostat.

**INTERIOR LIGHTING:** Light switches, lighting fixtures.

**12-VOLT/24-VOLT ELECTRICAL:** Battery charger/converter/inverter.

**SHORE POWER:** Onboard receptacle, cap, shore power main switch, circuit panel, circuit breakers.

**APPLIANCES (Built-in):** Refrigerator, Freezer, Range/cook top, oven, L.P. regulator, clothes washer, clothes dryer, microwave, ice maker, disposal, central vacuum system, trash compactor.

**BILGE:** Pumps, manual control panel, switches, wiring harness, blower/venting system.

**WATER SYSTEM:** water pump, water heater, compressor, drain system, sump pump, fittings, faucets.

**WASTE SYSTEM:** shower, toilet, sink(s), holding tanks, macerator, gate valves, connections, electric flush control, vacuum pump.  
Pipes and leaks from piping and vacuum accumulations are excluded.

**DUAL STATION/TOWER CONTROL SET:** Helm control, steering wheel, throttle/shift control box.

**HORNS:** Air horns, air horn compressor, air solenoids, control panel, electric horn and control.

**ELECTRICAL:** Battery main switch, battery isolator, battery selector switch, battery box, fuse block/fuse holders, chart light, windshield wiper motor, transom light, bow light, docking lights, courtesy lights, accessory switches, hatch actuators.

**ANCHOR:** Winch, electric windlass motor, bow pulpit guide, control panel.

**DEPTH FINDER (One Factory Installed Unit Only):** Depth sounder, transducer, mounting brackets and control cable.

**INSTRUMENT PANEL (Factory Installed Only):** Tachometer, speedometer/knot meter, voltmeter, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge.

**STEREO (Factory Installed Only):** CD Player, CD changer, Bluetooth module, BlackBox module, amplifier, satellite radio tuner, AM/FM tuner, remote control.

**COMPASS (excluding digital):** Compass head, mounting brackets.

**REMOTE SPOTLIGHT:** Control panel, horizontal/vertical control motors, light housing.

**PLANING/TRIM TABS:** Pump, trim cylinders, planing plates, switch, electric actuators/cylinders.

**HARDWARE:** Deck rails, grab rails, hand rails, bow eyes, rope cleats, anchor chocks, cockpit steps, top slides, door hinges and latches, deck plates, storage cover sockets and supports.

\***BLOCKAGE:** Blocking Coverage per foot of hull length per covered Failure, up to \$50.00 on covered claims.

\***DOCKSIDE ASSISTANCE (26 foot and larger vessels only):** Dockside Assistance covers up to \$50.00 of service call charges when in water repair is needed.

## **BASS, FLATS and BAY BOAT COVERAGE (Boats under 26 feet)**

**\*\*ELECTRIC TROLLING MOTOR:** Armature, fields, brushes, brush holders, wiring harness, control cables, foot control unit and switches. Planetary/ armature housing are covered only if damaged beyond repair by one of the above.

**\*\*GAS TROLLING MOTOR (up to 15 HP):** All internally lubricated parts contained within the engine block; fuel pump, carburetor; wiring harness, control cables, foot control unit and switches.

**\*\*One originally equipped motor only.**

**ELECTRICAL SYSTEM:** Battery main switch, battery isolator, battery selector switch, battery box, fuse block/fuse holders, chart light, electric horn, windshield wiper motor, transom light, bow light, docking lights, voltmeter.

**WATER SYSTEM/WASHDOWN:** water pumps, drain system, fittings, faucets.

**LIVE WELLS:** Fill, pumps, aerator, manual valves, timer.

**BILGE:** Pumps, manual control panel, switches, wiring harness, blower/venting system.

**POWER TRANSOM/JACK PLATE:** Motor bracket, slides, jack screws, cylinder, control panel, pump.

**PLANING/TRIM TABS:** Pump, trim cylinders, planing plates, electric actuators/cylinders.

**ANCHOR:** Winch, guide. Excludes anchor rope, cable or chain.

**POWER POLE ANCHOR SYSTEM (one unit):** Switch, pump, actuator, wiring

**DIGITAL DEPTH FINDER/FISH FINDER (One Factory Installed Unit Only):** Depth sounder, transducer, speed and temperature sensors, mounting brackets and control cable

**INSTRUMENT PANEL (Factory Installed Only):** Speedometer head, tachometer head, voltmeter gauge, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge, multi-function gauges.

**BATTERY CHARGER (Factory Installed Only)**

**STEREO/AUDIO (Factory Installed Only):** CD Player, CD changer, Bluetooth module, BlackBox module, amplifier, satellite radio tuner, AM/FM tuner, remote control.

**LAKEWATER/SALTWATER TEMP GAUGE (Hull Mounted Only):** Temperature gauge, temp sensor and control cable.

**COMPASS:** Compass head, mounting brackets, wiring assembly.

**BOAT HARDWARE:** Deck rails, grab rails, hand rails, bow eyes, rope cleats, anchor chocks, cockpit steps, rod holders, top slides, door hinges and latches, deck plates, storage cover sockets and supports.

**TRAILER:** Brakes, brake drums, master cylinder, rotors, calipers, and hydraulic brake actuator. Frame rails, wheel bearings, spindles and springs, winch stand, welds, axle, hubs, backing plates, coupler, bunks and roller cradles. Brake pads/shoes, damage due to overloading and bending or bearing Failures due to water entry or debris are not covered.

## **SPORT FISH COVERAGE (Boats over 26 feet)**

**ELECTRICAL SYSTEM:** Battery main switch, battery isolator, battery selector switch, battery box, fuse block/fuse holders, chart light, electric horn, windshield wiper motor, transom light, bow light, docking lights, voltmeter.

**WATER SYSTEM/WASHDOWN:** water pumps, drain system, fittings, faucets.

**LIVE WELLS:** Fill, pumps, aerator, manual valves, timer.

**BILGE:** Pumps, manual control panel, switches, wiring harness, blower/venting system.

**POWER TRANSOM/JACK PLATE:** Motor bracket, slides, jack screws, cylinder, control panel, pump.

**PLANING/TRIM TABS:** Pump, trim cylinders, planing plates, electric actuators/cylinders.

**WASTE SYSTEM:** shower, toilet, sink(s), holding tanks, macerator, gate valves, connections, electric flush control, vacuum pump. Pipes and leaks from piping and vacuum accumulations are excluded.

**ANCHOR:** Winch, guide. Excludes anchor rope, cable or chain.

**POWER POLE ANCHOR SYSTEM (one unit):** Switch, pump, actuator, wiring

**DIGITAL DEPTH FINDER/FISH FINDER (One Factory Installed Unit Only):** Depth sounder, transducer, speed and temperature sensors, mounting brackets and control cable

**INSTRUMENT PANEL (Factory Installed Only):** Speedometer head, tachometer head, voltmeter gauge, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge, multi-function gauges.

**BATTERY CHARGER (Factory Installed Only)**

**STEREO/AUDIO (Factory Installed Only):** CD Player, CD changer, Bluetooth module, BlackBox module, amplifier, satellite radio tuner, AM/FM tuner, remote control.

**LAKEWATER/SALTWATER TEMP GAUGE (Hull Mounted Only):** Temperature gauge, temp sensor and control cable.

**COMPASS:** Compass head, mounting brackets, wiring assembly.

**BOAT HARDWARE:** Deck rails, grab rails, hand rails, bow eyes, rope cleats, anchor chocks, cockpit steps, rod holders, top slides, door hinges and latches, deck plates, storage cover sockets and supports.

## RUNABOUT COVERAGE

**DIGITAL DEPTH SOUNDER (One Factory Installed Unit Only):** Depth finder, transducer, mounting brackets and control cable.

**FISH FINDER (One Factory Installed Unit Only):** Fish finder, transducer, speed and temperature sensors, mounting brackets, control cable.

**ELECTRICAL:** Interior courtesy lights, docking/bow lights, stem light, dual battery switch, cabin light fixtures, electric horn, windshield wiper motor.

**BILGE:** Pumps, manual control panel, switches, wiring harness, blower/venting system.

**PLANING/TRIM TABS:** Pump, trim cylinders, planing plates, switch, electric actuators/cylinders.

**WASTE SYSTEM:** Shower, toilet, sink(s), holding tanks, macerator, gate valves, connections. Pipes and leaks from piping and vacuum accumulations are excluded.

**WATER SYSTEM/WASHDOWN:** Water pumps, drain system, fittings, faucets.

**STEREO/AUDIO (Factory Installed Only):** CD Player, CD changer, Bluetooth module, BlackBox module, amplifier, satellite radio tuner, AM/FM tuner, remote control..

**APPLIANCES (Built-in):** Galley sink and faucet, ice box, stove top.

**HARDWARE:** Stainless steel deck railings, grab rails, bow eyes, rope cleats.

**INSTRUMENT PANEL (Factory installed):** Tachometer, speedometer, volt gauge, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge, multi-function gauges.

**TRAILER:** Brakes, brake drums, master cylinder, brake rotors, brake calipers and hydraulic brake actuator. Frame rails, wheel bearings, spindles and springs, winch stand, welds, axle, backing plates, coupler, bunk and roller cradles. Brake pads/shoes, damage due to overloading and bending or bearing **Failures** due to water entry or debris are not covered.

## SAILBOAT CRUISING COVERAGE

**AIR CONDITIONER:** Compressor, condenser, heat exchanger, evaporator, thermostat, capacitors, relays, fans. **Failures** due to corrosion and/or clogging of fittings, thru-hulls, hoses, cooling coils or tubes are excluded.

**HEATING:** Furnace, heating elements, control panel, thermostat, burner assembly, blower motor.

**WATER SYSTEM:** Water pump, water heater, compressor, drain system, fittings and faucets.

**WASTE SYSTEM:** Shower, toilet, sink(s), holding tanks, macerator, gate valves, connections and vacuum pump. Pipes and leaks from piping and vacuum accumulators are excluded.

**APPLIANCES (Built-in):** Refrigerator, range/cook top, oven, clothes dryer, microwave, ice maker, trash compactor, central vacuum system.

**12 VOLT ELECTRICAL:** Battery charger/converter/inverter, shore power, onboard receptacle, shore power main switch, circuit panel, circuit breakers.

**STEREO/AUDIO (Factory Installed Only):** CD Player, CD changer, Bluetooth module, BlackBox module, amplifier, satellite radio tuner, AM/FM tuner, remote control.

**ELECTRICAL:** battery main switch, battery isolator, battery selector switch, battery box, fuse block, fuse holder, chart light, transom light, bow light, docking lights, voltmeter, electric horn, windshield wiper motor.

**INSTRUMENT PANEL (Factory Installed Only):** Speedometer head, tachometer head, voltmeter gauge, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge.

**COMPASS (excluding digital):** Compass head, mounting brackets.

**BILGE:** Pumps, manual control panel, switches, wiring harness, blower/venting system.

**REMOTE SPOTLIGHT:** Control panel, horizontal/vertical control motors, light housing.

**HORNS:** Air horns, air horn compressor, air solenoids, control panel, electric horns.

**ANCHOR:** Winch, electric windlass motor, bow pulpit guide, switches.

**INSTRUMENT PANEL (Factory Installed Only):** Speedometer head, tachometer head, knot meter, voltmeter gauge, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge, multi-function gauges.

**MANUAL STEERING:** Tiller arm; drag link; stabilizer; rudder shaft tiller arm; u-joints; torque tube; gear box; steering control helm assembly; control rack and yoke assembly; steering wheel; steering wheel mounting hub. Excludes cables.

**BOAT HARDWARE:** Deck rails, grab rails, hand rails, bow eyes, line cleats, anchor chocks, cockpit steps, rod holders, top slides, door hinges and latches, deck plates, storage cover sockets and supports.

**BLOCKING:** In the event of the **Failure** of a covered component, **Contract** Holder will be reimbursed up to \$50.00 per occurrence for blocking charges.

## SKI/WAKEBOARD BOAT COVERAGE

**DIGITAL DEPTH FINDER (One Factory Installed Unit Only):** Depth finder, transducer, mounting brackets and control cable.

**ELECTRICAL:** Interior courtesy lights, docking/bow lights, tower lights, stern light, dual battery switch, light fixtures, electric horn, windshield wiper motor, cruise control system.

**BILGE:** Pumps, manual control panel, switches, wiring harness, blower/venting system.

**STEREO/AUDIO (Factory Installed Only):** CD Player, CD changer, Bluetooth module, BlackBox module, amplifier, satellite radio tuner, AM/FM tuner, remote control.

**PLANING/TRIM TABS/SURF TABS:** Pump, trim cylinders, planing plates, switch, electric actuators/cylinders

**WATER/BALLAST SYSTEM/WASHDOWN/SHOWER:** Water pumps, drain system, fittings, faucets, control unit.

**HARDWARE:** Stainless steel deck railings, grab rails, bow eyes, rope cleats, tower board racks.

**INSTRUMENT PANEL (Factory Installed Only):** Tachometer, speedometer, volt gauge, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge, multi function systems gauge and ballast control system, cruise control

**TRAILER:** Brakes, brake drums, brake rotors, brake calipers, master cylinder and hydraulic brake actuator. Frame rails, wheel bearings, spindles and springs, winch stand, **Welds**, axle, backing plates, coupler, bunk and roller cradles. Brake pads/shoes, damage due to overloading and bending or bearing **Failures** due to water entry or debris are not covered.

## NAVIGATION COVERAGE

**NAVIGATION SYSTEM (Factory Installed Only):** Radar, Radar antenna, GPS, GPS Map Receiver, GPS Antenna, Plotter, Auto Pilot, VHF Radio. Does not include programming and updates.

## GENERATOR COVERAGE

**ENGINE:** Internally lubricated parts contained within the cylinder block to include: pistons, piston rings and pins, main bearings and rod bearings, crankshaft, connecting rods, camshaft, camshaft bearings, timing chain, gears and/or belt, valves, valve springs, valve guides and seats, valve push rods, lifters, oil pump. Rocker arm cover, harmonic balancer, oil pan, engine mounts. Distributor housing, shaft and bearings. Seals and gaskets are covered for the above listed parts. Engine head(s), engine block, cylinder barrels and intake manifolds are only covered if damaged beyond repair as a result of the **Failure** of one of the above covered components.

**ELECTRICAL:** Switch box/amplifier, alternator, voltage regulator/rectifier, ignition coil, starter motor, solenoid, engine mounted wiring harness.

**CLOSED COOLING SYSTEM:** Engine water/coolant circulating pump; heat exchangers (for closed cooling system only). The **Failure** of heat exchangers due to corrosion or clogging due to salt, debris, freeze damage, or other contaminants is not covered.

**GENERATOR ELECTRICAL:** Armature, fields, brushes, end frame and housing, generator mounted control panel, rectifier. Does not include installation and/or removal of unit.

## TRAILER COVERAGE

Brakes, brake drums, master cylinder and hydraulic brake actuator, brake rotors, brake calipers, Frame rails, wheel bearings, spindles and springs, winch stand, welds, axle, backing plates, coupler, roller cradles. Brake pads/shoes, damage due to overloading and bending or bearing **Failures** due to water entry or debris are not covered.

## BENEFITS

**HOIST/HAUL-OUT:** In the event a covered **Failure** occurs which requires the **Craft** undergo Hoist/Haul-Out to facilitate diagnosis or repairs (except where prohibited by law), reimbursement up to one hundred dollars (\$100.00) for the actual cost of the Hoist/Haul-Out will be provided. Any reimbursement shall be for the actual Hoist/Haul-Out charges incurred that are in excess of any applicable reimbursement from any other party, including but not limited to, a manufacturer, association or insurer.

**TOWING:** In the event a covered **Failure** occurs and the **Craft** is towed, either in water or on land, (except where prohibited by law) reimbursement of up to one hundred dollars (\$100.00) will be provided. Any reimbursement shall be the actual towing charges incurred that are in excess of any applicable reimbursement from any other party, including but not limited to, a manufacturer, association or insurer. Towing must be performed by a valid marine towing company or authorized marine service facility.

**PICK-UP/DELIVERY:** In the event a covered **Failure** occurs which requires Pick-Up/Delivery of the **Craft** (up to 25 feet) to facilitate diagnosis or repairs (except where prohibited by law), reimbursement up to one hundred dollars (\$100.00) for the actual cost of Pick-Up/Delivery of the **Craft** will be provided. Any reimbursement shall be the actual Pick-Up/Delivery charges incurred that are in excess of any applicable reimbursement from any other party, including, but not limited to, a manufacturer, association or insurer.

## HOW TO FILE A CLAIM



**A. IF THE CRAFT INCURS A FAILURE, TAKE THE FOLLOWING STEPS:**

1. **Prevent Further Damage** – Take immediate action to prevent further damage. This **Contract** will not cover the damage caused by not securing a repair when a **Failure** has occurred within a reasonable amount of time. The operator is responsible for observing **Craft** warning lights and gauges, and taking appropriate action immediately. **Failure** to do so may result in the denial of **Coverage**.
2. **Get the Craft to a Licensed Repair Facility** – If the **Craft** breaks down take the **Craft** to any licensed repair facility (the **Administrator** can assist in locating a repair facility). For Quality Maintenance and Repair Service return **Your Craft** to the Issuing Seller.
3. **Provide Repair Facility with a Copy of this Contract and/or the Contract Number.**

**IMPORTANT: Evaluating the cause of the Failure does not mean that the Failure is covered under this Contract. All covered repairs must be Registered with the Administrator.**

4. **Register Repairs with the Administrator** – Ask the Service Manager to call the **Administrator** at (800) 723-6037 to Register the claim. If the Service Manager is unable to call, **You** must call prior to any repairs being performed. Prior to any repair being made, **You** or the repair facility must contact the **Administrator** to Register the claim. Any claim for repairs that have not been **Registered** will not be covered except as provided under Emergency Repairs. The amount **Registered** with the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of the **Contract**. Any additional amount must be **Registered** with the **Administrator**, prior to submitting the claim for payment.

**NOTE: Any major component Failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, etc., should be called in prior to any Teardown.**

5. **Authorization for Teardown and/or Inspection** – In some cases, **You** may need to authorize the repair facility to **Teardown Your Craft** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the **Failure** is not covered under this **Contract**. **We** reserve the right to require an inspection of **Your Craft** prior to any repair being made. Instruct the repair facility to save all components including fluids and filters, in the event the **Administrator** requires an inspection.

**IMPORTANT: The cost of the Teardown will not be paid if the Failure of the component disassembled is not covered under this Contract.**

**B. SERVICE MANAGER'S GUIDE TO FILING A CLAIM:**

1. **Customer's Complaint, Cause, Cure and Cost** – Assess the problem(s), cause, and cure of the **Failure** and cost of the repairs.
2. **Register the Repair with the Administrator** – The repair facility must call the **Administrator's** Support Representative at (800) 723-6037 to Register the claim. The following items are necessary when placing the call:
  - a. Last 8 digits of the Hull Identification Number (HIN)
  - b. Date of the Repair Order
  - c. Engine Hours on **Craft** at time of repair
  - d. Repair Order Number

**NOTE: We use a voice-activated system to assist in starting a claim to help expedite the process. Background noise can hinder this process.**

Once the claim has been initiated, the following information is needed:

- a. Cause of **Failure** and cure
  - b. Cost of the repair
  - c. Factory Part Number(s)
3. **The Support Representative will Verify the Coverage and –**
    - a. **Register Claim** – The **Administrator** will Register the claim by issuing a Reference Number. This Reference Number must be recorded on the Repair Order. The **Registered** claim amount is the maximum that will be paid. Any additional amounts must be **Registered** with the **Administrator**, prior to submitting the claim for payment. At the time the claim is **Registered**, **We** will adjust the labor hours according to a nationally recognized labor time guide. **We** accept nationally published labor guides (including factory labor guides) at industry standard times.

**OR**

- b. **Request Additional Evaluation** – Request further evaluation, **Teardown** or outside inspection.
  1. **Inspection** – The **Administrator** reserves the right to require an inspection of the **Craft** prior to any repair being accomplished. Diagnostic procedures not associated and/or not required with the **Teardown** are not covered.

2. **Teardown** – If a **Teardown** is necessary in order to determine the cause of **Failure**, the **Contract** Holder must approve the **Teardown**. If the component disassembled is not covered, then the **Contract** Holder must pay for the **Teardown**.

Listed below is the Inspection **Teardown** Policy:

1. Save all components, including fluids and filters that need to be inspected. **We** may require covered components to be retained for Our disposal.
2. The Support Representative will arrange for inspection.
3. If not visited within 48 hours, call the Support Representative.

**OR**

c. **Deny Claim** – Deny the request.

4. **Review Coverage** – After the **Administrator** has been contacted, the Service Manager and **Contract** Holder should review what will be covered by this **Contract** and what portions of the repairs, if any, will not be covered.
5. **Contract Holder's Approval for Repairs** – **Contract** Holder's approval is required to complete the repairs. All Repair Orders must have **Contract** Holder's signature.
6. **Pay Any Applicable Deductible** – **We** will reimburse the repair facility or the **Contract** Holder for the cost of the work performed on the **Craft** that is covered by this **Contract** and previously authorized, less the **Deductible** (if any). Once authorization is obtained and the repair is completed, all Repair Orders and documentation must be submitted to the **Administrator** within thirty (30) days (365 days in Wisconsin) to be eligible for payment.
7. **Emergency Repairs** – Should an emergency occur which requires a **Failure** repair be made at a time when the **Administrator's** office cannot be contacted, the **Contract** Holder must call the **Administrator's** office within five (5) business days from the date of repair (365 days in Wisconsin), to determine if such repair will be covered by this **Contract**. If covered, the **Contract** Holder will be reimbursed for the repair subject to the Terms and Conditions contained herein.

**C. IF YOUR VESSEL BREAKS DOWN ON THE WATER OR ROAD (while being trailered):**

Follow the same steps as above. If necessary, the repair facility will be paid, less the **Deductible** (if any), by the **Administrator's** national charge card system (MasterCard or VISA) on the **Contract** Holder's behalf. In some cases, the **Contract** Holder may need to pay the repair bill in full. If so, the **Contract** Holder will be reimbursed for the **Registered** amount of the repair, less the **Deductible** (if any). If there are any questions regarding claim procedures or **Coverage**, please call the **Administrator** at the number below and ask for a Customer Support Representative.

## CANCELLATION OF SERVICE CONTRACT

1. **You** may cancel this **Contract** at any time, including when a loss of the **Craft** occurs or when **You** sell **Your Craft** without transfer of this **Contract**. To cancel, **You** must submit a written request to Us or the Issuing Seller. The written request must include the date of cancellation and the date of request. This **Contract** can only be cancelled by the original **Contract** Holder.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for intentional misrepresentation in obtaining this **Contract** or in the submission of a claim.
3. If **Your Craft** and this **Contract** have been financed, the lien holder shown on the **Declarations Page** may cancel this **Contract** for non-payment, or if **Your Craft** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lien holder and the lien holder shall be named on any resulting cancellation refund.
4. If this **Contract** is canceled within the first sixty (60) days for New Plans; thirty (30) days for Used Plans and no claims have been filed, the entire **Contract** charge paid will be refunded. After sixty (60) days for New Plans; thirty (30) days for Used Plans or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method based on the term of **Contract** selected and the Service **Contract** Sale Date as shown on **Declarations Page**.
5. After sixty (60) days for New Plans or thirty (30) days for Used Plans, a fifty dollar (\$50.00) administrative fee will be deducted from all refunds.

## EXCLUSIONS

Parts not listed in the Coverage section corresponding with the Coverage selected on the Declarations Page are not covered. This Service Contract Provides NO Coverage or Benefits for any of the following:

- A. FAILURES WHICH OCCUR OR REPAIRS PERFORMED, OUTSIDE THE TERRITORIAL WATERS OF THE UNITED STATES AND CANADA.
- B. REPAIR OR REPLACEMENT OF ANY COMPONENT PARTS NOT SPECIFICALLY COVERED BY THE MANUFACTURER'S LIMITED WARRANTY.
- C. REPAIR OR REPLACEMENT OF COVERED COMPONENTS REQUIRED AS A RESULT OF THE FAILURE OF ANY NON-COVERED COMPONENT.

- D. REPAIRS REQUIRED AS A RESULT OF OTHER THAN A MANUFACTURER'S DEFECT, SUCH AS A DESIGN DEFECT OR NORMAL WEAR.
- E. REPAIR TO PISTONS, RINGS AND/OR PINS DUE TO CARBON OR "CHOKING" CONDITION.
- F. REPAIR TO VALVES DUE TO CARBON, DISHED, TALIPED OR STUCK CONDITION.
- G. LOSS AS A RESULT OF WATER INGESTION THROUGH THE INTAKE MANIFOLD, CARBURETOR OR EXHAUST SYSTEM.
- H. REPAIR OR REPLACEMENT OF ANY COMPONENT COVERED BY AN INSURANCE POLICY, MANUFACTURER OR DEALER CUSTOMER ASSISTANCE PROGRAM, OR ANY WARRANTY FROM THE MANUFACTURER SUCH AS EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES, OR A REPAIRER'S GUARANTY/WARRANTY WHETHER COLLECTIBLE OR NOT. FURTHER COVERAGE UNDER THIS CONTRACT IS SIMILARLY LIMITED IN THE EVENT OF PUBLIC RECALLS OR FACTORY SERVICE BULLETINS AFTER THE LIMITED WARRANTY EXPIRES WHETHER COLLECTIBLE OR NOT.
- I. DAMAGE AS A RESULT OF IMPACT, COLLISION OR GROUNDING.
- J. MAINTENANCE SERVICES SPECIFIED IN THE OWNER'S LITERATURE SUPPLIED WITH THE PRODUCT AND THE PARTS USED IN CONNECTION WITH SUCH SERVICES SUCH AS, BUT NOT LIMITED TO, ADJUSTMENTS, SPARK PLUGS, OIL OR FLUIDS, BELTS, HOSES, OIL FILTERS AND CLAMPS, MISCELLANEOUS AND SHOP SUPPLIES.
- K. USE OF EQUIPMENT AND ACCESSORIES NOT INSTALLED BY THE MANUFACTURER OR DEALER, OR IMPROPER INSTALLATION OF THESE ITEMS BY THE MANUFACTURER OR DEALER. LOSS OR DAMAGE ARISING OUT OF WIRING, CABLING, PIPING AND FITTINGS SUCH AS HOSE CLAMPS.
- L. LOSS OF DETONATION, OVERHEATING, PRE-IGNITION, LEAN OR IMPROPER FUEL MIXTURE UNLESS CAUSED BY THE FAILURE OF THE OIL INJECTION SYSTEM, CARBURETORS. LOSS CAUSED BY FOREIGN SUBSTANCE IN THE FUEL AND/OR OIL NOT RECOMMENDED BY THE MANUFACTURER.
- M. LOSS CAUSED BY EXTERNAL WATER INLETS OR OUTLETS AND/OR INTERNAL WATER PASSAGES BEING CLOSED OR RESTRICTED, OR MOTOR/DRIVE IMPROPERLY MOUNTED.
- N. REPAIRS REQUIRED AS A RESULT OF (A) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE PRODUCT; (B) FIRE, ACCIDENT, ABUSE, NEGLIGENCE OR ACTS OF GOD; (C) FAILURE TO PROPERLY OPERATE THE PRODUCT; (D) MODIFICATION OR ANY ALTERATION TO PRODUCT NOT RECOMMENDED OR APPROVED BY THE MANUFACTURER; (E) USING THE PRODUCT FOR SPEED EVENTS SUCH AS RACES OR ACCELERATION TRIALS; (F) RUST, COSMETIC OR PAINT CHANGES, ELECTROLYSIS OR CORROSION; (G) INADEQUATE OR IMPROPER HAUL-OUT, LAUNCH, TOWING AND STORAGE (INCLUDING RACK STORAGE); (H) FREEZING OR ICE DAMAGE; (I) WATER DAMAGE DUE TO SUBMERSION; (J) REVERSE POLARITY; (K) AQUATIC GROWTH, SEAWEED, ALGAE, BARNACLES OR ZEBRA MUSSELS; (L) OVERHEATING (REGARDLESS OF CAUSE), DETERIORATION, CONDENSATION AND CONTAMINATION; (M) THE FAILURE OR LOOSENING OF EXTERNAL FASTENERS AND/OR BOLTS.
- O. UNAUTHORIZED REPAIRS PERFORMED BY ANYONE OTHER THAN AUTHORIZED DEALERS AND/OR REPAIRS REQUIRED AS A RESULT OF PARTS USED OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER.
- P. ADDITIONAL SERVICE WORK REQUESTED BY YOU OR RECOMMENDED BY THE REPAIR FACILITY OTHER THAN NECESSARY TO SATISFY THE LIMITED WARRANTY COVERED REPAIRS.
- Q. CHARGES FOR INSTALLATION OF APPROPRIATE CARBURETOR JETS OR GEARS TO MEET LOCAL ALTITUDE REQUIREMENTS.
- R. REMOVAL AND/OR REPLACEMENT OF CRAFT BULKHEADS, DECK, HULL, GEAR, EQUIPMENT OR ANY MATERIAL FOR NECESSARY ACCESS TO THE PRODUCT.
- S. BODILY INJURY OR PROPERTY DAMAGE ARISING OR ALLEGEDLY ARISING OUT OF A DEFECT IN THE DESIGN, MANUFACTURE, MATERIALS OR WORKMANSHIP OF A COVERED COMPONENT.
- T. PROPELLER(S) AND ANY DAMAGE TO COVERED COMPONENTS, IF DAMAGE WAS CAUSED BY PROPELLER(S).
- U. ANY AND ALL DAMAGE TO HULL, OR PARTS OF THE CRAFT NOT LISTED AS COVERED COMPONENTS.
- V. SIMILAR REPAIRS TO THE SAME COMPONENT WITHIN A 90-DAY PERIOD.
- W. REPLACEMENT OF SEALS AND GASKETS DUE TO SEEPAGE OR OVERHEATING. MINOR LOSS OF FLUID IS NOT A COVERED FAILURE.
- X. ANY DAMAGES TO THE CRAFT ARISING FROM THE FAILURE OF THE TRAILER.
- Y. REPAIRS TO PARTS OF THE CRAFT NOT SPECIFICALLY LISTED IN THE COVERAGES SECTION OF THIS SERVICE CONTRACT OR FOR THOSE PARTS THAT ARE LISTED AS EXCLUDED AND/OR NOT COVERED IN THE COVERAGES SECTION.
- Z. BOW THRUSTER MOTORS.
- AA. FAILURE DUE TO FUEL THAT CONTAINS MORE THAN 10% ETHANOL OR BIODIESEL (IF THE ENGINE WAS NOT MANUFACTURED FOR THIS FUEL MIXTURE).
- BB. MERCUISER DRY SUMP DRIVES; SUPERCHARGED STERN DRIVES.

- CC. ANY PRE-EXISTING CONDITIONS OR FAILURES OCCURRING BEFORE COVERAGE TAKES EFFECT OR PRIOR TO THE SERVICE CONTRACT SALE DATE, OR IF THE INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- DD. FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VESSEL DESCRIBED IN THIS CONTRACT, WHETHER OR NOT RELATED TO THE PARTS COVERED. FOR LOSS OF USE, TIME, PROFIT, INCONVENIENCE, OR ANY OTHER CONSEQUENTIAL LOSS (EXCEPT AS MAY OTHERWISE BE PROVIDED UNDER THE COVERAGES SECTION), INCLUDING ANY CONSEQUENTIAL DAMAGE TO A NON-COVERED PART THAT RESULTS FROM A COVERED FAILURE.

## SPECIAL STATE REQUIREMENTS/DISCLOSURES

The following Special State Requirements and/or Disclosures apply if this **Contract** was purchased in one of the following states and supersede any other provision herein.

### ALABAMA

No administrative fee will be charged if **We** cancel **Your Service Contract**. In the event **We** cancel this **Service Contract**, written notice will be sent to **Your** last known address at least five (5) days prior to cancellation with the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is non-payment of the provider fee or material misrepresentation by the **Service Contract** Holder to the provider relating to the covered property or its use. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Service Contract** to the **Administrator**.

An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after sixty (60) days for New Plans; thirty (30) days for Used Plans or if a claim has been filed.

### ALASKA

This **Service Contract** does not provide **Coverage** for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the **Service Contract**), and attorney's fees.

### ARIZONA

**You** may also cancel this **Service Contract** by returning it to the **Administrator**, Worth Ave. Group as listed on the **Declarations Page**.

**We** may cancel this **Service Contract** for non-payment of the **Service Contract** charge, or for **Your** misrepresentation in the submission of a claim. **We** may cancel this **Service Contract** if **Your Craft** is found to be modified by **You** in a manner not recommended by the manufacturer after the **Service Contract** start date.

Only those alterations made to **Your Craft** after the **Service Contract** start date are excluded as noted in EXCLUSION N. EXCLUSIONS SECTION - Item CC. is deleted and replaced with the following: CC. IF THE INFORMATION PROVIDED BY **YOU** CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs.

### CALIFORNIA

THE **CONTRACT OBLIGOR AND ADMINISTRATOR** IS WORTH AVE. GROUP.

The definition of **Failure** means the mechanical breakdown of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

The definition of Pre-Existing means existing prior to the **Service Contract** Sale Date as shown on the **Declarations Page** of this **Service Contract**. **We** cannot deny a claim solely based on untrue information having been provided during the course of filing a claim.

If **We** cancel this **Service Contract** the cancellation refund will be paid within thirty (30) days of the cancellation and a notice of cancellation will be mailed to **You** listing the reason for cancellation. The **Service Contract** ceases to be valid no less than five (5) days after the postmark date of such notice. If **We** cancel this **Service Contract** within sixty (60) days for New Plans; thirty (30) days for Used Plans, the entire **Service Contract** price will be refunded, less any claims paid or approved for payment prior to the cancellation date. If **We** cancel this **Service Contract** after sixty (60) days for New Plans; thirty (30) days for Used Plans, **We** will refund an amount of the **Service Contract** price according to the pro-rata method based on the term selected and the date **Coverage** begins. If **We** cancel this **Service Contract**, no administrative fee will be charged. In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for **Coverage** under the terms of the **Service Contract**. If **You** cancel this **Service Contract** after sixty (60) days for New Plans; thirty (30) days for Used Plans, **We** will refund an amount of the **Service Contract** price according to the pro-rata method based on the term selected and the date **Coverage** begins, an administrative fee not to exceed the lesser of twenty-five dollars (\$25.00) or ten percent (10%) of the **Service Contract** price charged will be charged.

Under the Arbitration Provision, the following is added: This Provision shall inure to the benefit of and be binding on **You** and **Us** following exhaustion of **Your** right to file claims with the Insurance Company and/or the California Department of Insurance ("DOI")

as specified on the **Declarations Page**. However, if **You** choose to forego **Your** right to file **Your** claims with the Insurance Company and the DOI, **You** waive those rights and this Provision will be enforced and binding. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Reference to the Federal Arbitration Act in the Arbitration Provision of this Service **Contract** shall be replaced with the following citation: CAA (CCP § 1280 et seq). The reference to the class action waiver is hereby stricken from the ALL CAPS portion of the Arbitration Provision in this Service **Contract**. The choice of law for all California residents is California. The fee provision in the Arbitration Provision of this Service **Contract** shall be amended to include California Code of Civil Procedure, Title 9, Chapter 1 § 1284.3.

#### CONNECTICUT

Resolution of Disputes - In accord with CT Bulletin PC-45, a written complaint may be mailed to: 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 **Contract**.

If **Your Craft** is being repaired for a **Failure** covered by the warranty plan, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed.

**You** may cancel this Service **Contract** if **You** return the covered **Craft** or the covered **Craft** is sold, lost, stolen, or destroyed.

#### FLORIDA

The rate charged to **You** for this Service **Contract** is not subject to regulation by the Florida Office of Insurance Regulation.

**You** may also cancel this Service **Contract** by contacting the **Administrator/Obligor**, Lyndon Southern Insurance Company, as listed on the **Declarations Page**. This Service **Contract** may be cancelled by **You** within sixty (60) days of purchase upon written request. **We** will refund one hundred percent (100%) of the gross written premium less claims paid and less an administrative fee of five percent (5%). If **You** cancel the Service **Contract** after sixty (60) days, **We** will refund ninety-percent (90%) of the unearned prorata premium. If **We** cancel the Service **Contract**, **We** will return one hundred percent (100%) of the unearned pro rata premium. After the Service **Contract** has been in effect for more than sixty (60) days, **We** may only cancel for material misrepresentation, odometer tampering, **Failure** to maintain the **Craft** as prescribed by the manufacturer or nonpayment of premium, in which case **You** will be notified of cancellation by certified mail, or if **Your Craft** is found to be modified in a manner not recommended by the manufacturer.

Arbitration is non-binding in the State of Florida. Arbitration proceedings shall be conducted in the county in which the consumer resides.

#### GEORGIA

EXCLUSIONS SECTION – Item CC. is deleted and replaced with the following:

CC. FOR ANY PRE-EXISTING CONDITION KNOWN TO **YOU** OR FOR **FAILURES** OCCURRING BEFORE **COVERAGE** TAKES EFFECT OR PRIOR TO THE SERVICE **CONTRACT** SALE DATE, OR IF THE INFORMATION PROVIDED BY **YOU** CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.

Only those alterations made to **Your Craft** while owned by **You** are excluded as noted in EXCLUSION N.

The lender shown on the **Declarations Page** may only cancel this Service **Contract** for non-payment if they hold a power of attorney.

**We** may cancel this Service **Contract** for non-payment of the Service **Contract** charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this Service **Contract** is cancelled after the first sixty (60) days for New Plans; thirty (30) days for Used Plans, or a claim has been filed, **We** will refund an amount of the Service **Contract** charge according to the pro-rata method based on the term of the plan selected and the date **Coverage** begins. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata amount or fifty dollars (\$50.00) will be applied if .If **You** have cancelled this Service **Contract** and have not received the refund from Us or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the **Declarations Page**.

The Arbitration Provision section of this Service **Contract** is stricken in its entirety.

#### HAWAII

The definition of **Failure** means the mechanical breakdown of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

#### IDAHO

Notice - **Coverage** afforded under this Service **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

#### ILLINOIS

THE DEFINITION OF “**WE, US, AND OUR**” USED FREQUENTLY THROUGHOUT THE VESSEL SERVICE **CONTRACT** IS DEFINED AS WORTH AVE. GROUP.

The Service **Contract** provider may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Service **Contract** price or fifty dollars (\$50.00).

## INDIANA

**Your** proof of payment to the issuing dealer for this Service **Contract** shall be considered proof of payment to the Insurance Company which guarantees Our obligations to **You**, providing such insurance was in effect at the time **You** purchased this Service **Contract**.

Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

## IOWA

If **You** have any questions regarding this Service **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Declarations Page** for the **Administrator**'s address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065, (877) 955-1212.

A ten percent (10%) penalty will be added each month to any refund not paid to the Service **Contract** Holder within thirty (30) days of the return of the Service **Contract** to the Service Company.

## LOUISIANA

This Service **Contract** is not valid for sale in the State of Louisiana.

## MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS SERVICE **CONTRACT** IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A **CRAFT**. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS **COVERAGE** IS REQUIRED TO INFORM **YOU** OF ANY WARRANTIES AVAILABLE TO **YOU** WITHOUT THIS SERVICE **CONTRACT**.

## MINNESOTA

If **You** have cancelled this Service **Contract** and have not received the refund from Us or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the **Declarations Page**.

Definition "Pre-Existing" is not applicable to Minnesota residents.

EXCLUSIONS SECTION – Items J. and CC. is deleted and replaced with the following:

J. MAINTENANCE SERVICES SPECIFIED IN THE OWNER'S LITERATURE SUPPLIED WITH THE PRODUCT AND THE PARTS USED IN CONNECTION WITH SUCH SERVICES SUCH AS: ADJUSTMENTS, SPARK PLUGS, OIL OR FLUIDS, BELTS, HOSES, OIL FILTERS AND CLAMPS, MISCELLANEOUS AND SHOP SUPPLIES.

CC. FOR ANY FAILURE OCCURRING BEFORE **COVERAGE** TAKES EFFECT OR PRIOR TO THE **CONTRACT** PURCHASE DATE, OR IF THE INFORMATION PROVIDED BY **YOU**, OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.

**Coverage** exclusion for **Failures** caused by rust, corrosion or damage to a covered part by a non-covered part does not apply to Minnesota residents. The Arbitration Provision section of this Service **Contract** is stricken in its entirety.

## MISSISSIPPI

Our obligations and the performance to **You** under the Service **Contract** are guaranteed and insured by a policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 330, Jacksonville, FL 32256.

The Arbitration Provision section of this Service **Contract** is stricken in its entirety.

## MISSOURI

If the Service **Contract** Holder cancels this Service **Contract**, **We** must mail written notice of cancellation to **You** within fifteen (15) days of cancellation. If this Service **Contract** is cancelled within the first sixty (60) days for New Plans; thirty (30) days for Used Plans, and no claims have been filed, **We** will refund **You** the entire purchase price of the Service **Contract**. This "free-look" period only applies to the original Service **Contract** purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the Service **Contract** to the **Administrator**.

## NEBRASKA

**We** may only cancel this Service **Contract** for fraud, material misrepresentation, nonpayment by **You**, or a substantial breach of duties by **You** relating to the covered property or its use.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Service **Contract** holder. Arbitration will take place under the laws of the State of Nebraska and will be held in the Service **Contract** holder's county of residence or any other county in this state agreed to by both parties.

## NEVADA

THE SERVICE **CONTRACT** OBLIGOR AND **ADMINISTRATOR** IS WORTH AVE. GROUP.

This Service **Contract** is not renewable.

The provisions of this Service **Contract** apply only to the original purchaser of the Service **Contract**.

**We** may cancel this Service **Contract** within 70 days from the date of purchase for any reason. After 70 days, **We** may only cancel this Service **Contract** for fraud, material misrepresentation, non-payment by **You** or a substantial breach of duties by **You** relating to the covered property or its use. **We** may cancel this Service **Contract** if **Your Craft** is found to be modified in a manner not recommended by the manufacturer; however, **We** may only cancel this **Contract** for this reason if such modification occurred after the effective date of this Service **Contract** and substantially and materially increases the service required under this Service **Contract**. If **We** cancel **Your Service Contract**, **You** will be entitled to a refund on the unearned Service **Contract** fee according to the pro-rata method based on the term selected and the date **Coverage** begins, no administrative fee will be deducted. In the event **We** or the lender cancel this Service **Contract**, written notice will be sent to **Your** last known address at least fifteen (15) days prior to cancellation with the effective date of the cancellation.

**You** may cancel this Service **Contract** at anytime. If **You** have made no claim and **Your** request for cancellation is within sixty (60) days for New Plans; thirty (30) days for Used Plans, the full price **You** paid for the Service **Contract** will be refunded and no administrative fee will be deducted. If **You** have made a claim under the Service **Contract**, or if **Your** request is beyond the first sixty (60) days for New Plans; thirty (30) days for Used Plans, **We** will refund to **You** an amount based on the pro-rata method, less a fifty dollar (\$50.00) administrative fee. If **Your Service Contract** was financed, the outstanding balance will be deducted from any refund, however, **You** will not be charged for claims paid or repair service fees. If **You** cancel this Service **Contract** and the refund is not processed within forty-five (45) days, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

#### NEW HAMPSHIRE

In the event **You** do not receive satisfaction under this Service **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

Cancellation and Transfer Fees do not apply.

The Arbitration Provision section of this Service **Contract** is stricken in its entirety.

#### NEW MEXICO

**You** may cancel this Service **Contract** within sixty (60) days for New Plans; thirty (30) days for Used Plans, of the time of sale. If **You** have made no claim, the Service **Contract** is void and the full purchase price will be refunded to **You**. A ten percent (10%) penalty per month will be added to a refund that is not made within sixty (60) days of **Your** return of the service **Contract**. These provisions apply only to the original purchaser of the Service **Contract**. In the event **We** cancel this Service **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the effective date for the cancellation and the reason for the cancellation. The provider of this Service **Contract** may cancel this Service **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the provider may only cancel this Service **Contract** for fraud, material misrepresentation, non-payment by **You** or a substantial breach of duties by **You** relating to the covered property or its use.

#### NEW YORK

A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of the Service **Contract** to the provider. If **We** cancel this Service **Contract**, **We** shall mail a written notice to **You** at the last known address held by Us at least fifteen (15) days prior to cancellation, providing **You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider, or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use.

#### NORTH CAROLINA

An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata amount or fifty dollars (\$50.00) will be applied if this Service **Contract** is cancelled by **You**.

#### OKLAHOMA

**Coverage** afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial us references in service warranty **Contracts**.

Disclosure Statement: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

CANCELLATION OF SERVICE **CONTRACT** SECTION – Items 4. and 5. are deleted and replaced with the following:

4. If this **Contract** is canceled within the first sixty (60) days by the warranty holder and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled by the warranty holder after the first sixty (60) days or a claim has been filed within the first sixty (60) 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**. In the event the **Contract** is cancelled by the association, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty **Contract**.

#### OREGON

If **You** have any questions regarding this **Contract**, or a complaint against the **Obligor**, **You** may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the

**Contract** holder. Arbitration will take place under the laws of the State of Oregon and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

#### **SOUTH CAROLINA**

If **You** have any questions regarding this **Contract**, or a complaint against the **Obligor**, **You** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6180.

If **We** cancel this **Contract** **We** shall mail a written notice to **You** at the last known address held by Us at least fifteen (15) days prior to cancellation, providing **You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider, or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service **Contract** to the provider.

#### **TEXAS**

If **You** have any questions regarding the regulation of the Service **Contract** 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.

If **We** cancel this **Contract**, **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 or a material misrepresentation by the Service **Contract** Holder to the provider or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use.

If a Service **Contract** is cancelled and the provider does not pay the refund or credit the Service **Contract** Holder's account before the 46th day after the date of the return of the Service **Contract** to the provider, the provider is liable to the **Contract** Holder for a penalty in an amount not to exceed ten percent (10%) of the amount outstanding per month.

#### **UTAH**

This Service **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Note: **Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association.

**We** may cancel this **Contract** for the following reasons by sending to **You** notice of cancellation and the reason for cancellation, via first class mail, to **Your** last known address:

1. **We** may cancel this **Contract** for non-payment of the **Contract** charge. Such cancellation will be effective ten (10) days after mailing of notice.
2. **We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective thirty (30) days after mailing of notice. The Arbitration Provision section of this **Contract** is stricken in its entirety.

#### **VERMONT**

The Arbitration Provision section of this **Contract** is stricken in its entirety.

#### **WASHINGTON**

The definition of " **We**, Us and Our" means the **Obligor**/service **Contract** provider of this **Contract** as stated on the **Declarations Page** attached to this **Contract**.

CANCELLATION OF SERVICE **CONTRACT** SECTION - Items 1., 2., 4. and 5. are deleted and replaced with the following:

1. **You** may cancel this **Contract** by returning it to the **Administrator** or the Insurer. A ten percent (10%) penalty will be added to any refund that is not paid within thirty (30) days of return of the **Contract** to the **Administrator**.
2. **We** may cancel this **Contract** for misrepresentation in obtaining this **Contract** or in the submission of a claim. If cancelled, written notice of cancellation, including the actual reason for the cancellation, will be mailed to the last mailing address known to the **Administrator** at least:
  1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the **Contract** charge.
  2. Forty-five (45) days before the effective date of cancellation if cancelled for any other reason.
4. If **You** cancel this **Contract** within the first sixty (60) days for New Plans; thirty (30) days for Used Plans and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first sixty (60) days for New Plans; thirty days for Used Plans or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method based on the term selected and the date **Coverage** begins, less a twenty-five dollar (\$25.00) administrative fee. In the event of cancellation, the lender (if any) will be named on a cancellation refund check as their interest may appear.

This Service **Contract** allows for binding arbitration proceedings to be held at a location in closest proximity to the Service **Contract** Holder's permanent residence. The commissioner is the Service **Contract** provider's attorney to receive service of legal process in any action, suit, or proceedings in any court.

**You** may file a claim directly with the Insurance Company at any time.

Information Disclosure: As the undersigned, I agree that I have read and understand the following **Contract** provisions and implied warranty disclosure:



1. TERMS & CONDITIONS, Section 8. MAINTENANCE REQUIREMENTS and HOW TO FILE A CLAIM, which outlines **Your** responsibilities regarding maintenance requirements and filing a claim.
2. **COVERAGES**, which outlines the **Coverage** provided under the **Contract**.
3. TERMS & CONDITIONS, Section 1. **CONTRACT PERIOD**, which outlines the time and mileage limitations.
4. The implied warranty of merchantability on the motor Vessel is not waived if this **Contract** has been purchased within ninety days of the purchase date of the motor Vessel from a provider who also sold the motor Vessel covered by this **Contract**.
5. **EXCLUSIONS**, which outlines conditions where the **Contract** does not provide **Coverage**.
6. **CANCELLATION OF SERVICE CONTRACT**, which outlines the **Contract** cancellation conditions.

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Signature

Date

### WISCONSIN

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Any claim for repairs that have not been **Registered** prior to having repairs made may jeopardize **Coverage** under this **Contract**, except as provided under Emergency Repairs.

Transfer form can be obtained by visiting [www.warrantech.com](http://www.warrantech.com).

TERMS & CONDITIONS SECTION - Item 8. MAINTENANCE REQUIREMENTS is deleted and replaced with the following:

#### 8. MAINTENANCE REQUIREMENTS

**You** must maintain **Your Craft** according to the manufacturer's recommendations as outlined in the owner's manual. **You** must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, are used in **Your Craft**. It is required that verifiable receipts are retained for all parts and materials necessary to perform the required maintenance; confirming the date and engine hours for the services performed. If necessary, this documentation will be verified by the **Administrator**. Damage caused by inadequate fluid levels is not covered by this **Contract**. Check **Your Craft's** fluid levels when refueling.

CANCELLATION OF SERVICE **CONTRACT** SECTION - Items 4. and 5. are deleted and replaced with the following:

4. **You** may cancel/reject and return the warranty **Contract** within fifteen (15) calendar days of the delivery of the warranty **Contract** and receive a full refund less the actual costs or charges needed to issue and service the warranty **Contract**. If this **Contract** is cancelled after fifteen (15) calendar days of the delivery of the warranty **Contract**, **We** will refund an amount of the **Contract** charge according to the pro-rata method based on the term selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lender (if any) will be named on a cancellation refund check as their interest may appear.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract** holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

### WYOMING

Our obligations under this Vessel Service **Contract** are insured by a policy issued by the Insurance Company as noted on the **Declarations Page**. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company. The provider of the Service **Contract** shall mail a written notice to the Service **Contract** Holder at the last known address of the Service **Contract** Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. A ten-percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider. In the event the lender is named on a cancellation, both the **Contract** Holder and the lender will be shown jointly on the cancellation refund check.

The Arbitration Provision section of this **Contract** is stricken in its entirety.

