

BOATEKA[®] CARE

Extended Service Contract



PASSPORTSM
PREMIER
EXTENDED MARINE PROTECTION

PASSPORTSM PREMIER

BENEFITS AND CONDITIONS

Administrator:*

Brunswick Product Protection Corporation
26125 N Riverwoods Blvd, Suite 500
Mettawa, Illinois 60045
Phone: 800-950-3808
Claims Fax: 866-404-5832
Admin Fax: 866-404-5831
Email: admin@boatwarranty.com

Obligor:**

Consumer Program Administrators, Inc.
P.O. Box 802746
Chicago, Illinois 60680-2747
Phone: 800-752-6265

* For FL, please refer to page 3 for applicable Administrator.

** For AK, AR, CA, FL, MS, NE, OK and WA please refer to page 3 for applicable Obligor.

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Definitions

Extended Service Contract ("Agreement")- The terms and conditions outlined in this Passport Premier Service Contract booklet.

Extended Service Contract Holder ("Agreement Holder")- The customer/purchaser as shown on the Registration Page or the person to whom the Agreement was properly transferred.

Administrator- The entity that performs the administrative services of the Agreement on behalf of the Obligor.

Administrator in all states except FL: Brunswick Product Protection Corporation, 26125 N Riverwoods Blvd, Suite 500, Mettawa, IL 60045, Phone: 800-950-3808, Fax: 866-404-5831, Email: admin@boatwarranty.com

Administrator in FL: Brunswick Product Protection Corporation of Florida, License: #60119, 26125 N Riverwoods Blvd, Suite 500, Mettawa, IL 60045 Phone: 800-950-3808, Fax: 866-404-5831, Email: admin@boatwarranty.com

Obligor- The entity who agrees to reimburse the reasonable cost for the repair or replacement of a Covered component due to a Mechanical Breakdown.

Obligor in all states except AK, AR, CA, FL, MS, NE, OK and WA: Consumer Program Administrators, Inc.

In AK, AR, MS, and NE: National Product Care Company

In CA: Motor Warranty Services of North America, California License #0E40891

In FL and OK: Automotive Warranty Services of Florida, Inc., Florida License #60023, Oklahoma License #44198051

In WA: ServicePlan, Inc.

All located at P.O. Box 802746, Chicago, Illinois 60680-2747, Toll-Free: 800-752-6265

Issuing Dealer- The marine dealership where the customer purchased the Watercraft and the Agreement.

Coverage- The Engine Package Protection, Optional Accessory Package Protection or Optional Protection Upgrades indicated on the Registration Page at the time of delivery/purchase and submitted to the Administrator with the appropriate payment.

Mechanical Breakdown- The failure of a listed covered component to perform that function for which it was designed, due to defects in material or the faulty workmanship in its manufacturing. Breakdown does not include the gradual reduction in operating performance caused by wear or pre-mature wear, when a failure has not occurred. At the Obligor option, replacement parts used in covered repairs may include new, re-manufactured or non-original equipment manufactured parts.

Registration Page- The numbered document completed by the Issuing Dealer at the time of purchase, with a copy given to the Agreement Holder, that forms part of this Agreement. It lists information regarding the Agreement Holder, Watercraft/engines, Issuing Dealer, Delivery Date and other vital information.

Original Equipment Manufacturer ("OEM") – The manufacturer of the Watercraft components covered by the Agreement.

Watercraft- The boat and engine(s) as indicated on the Registration Page.

New Watercraft- Any Watercraft currently covered by the OEM's engine warranty period.

Pre-Owned Watercraft: Any Watercraft with an expired OEM's engine warranty.

Repower Watercraft- (Outboard only) A Watercraft with a differential greater than one model year older than the Outboard engine(s).

New Agreement Effective Date- The OEM in-service date of the first owner of the Watercraft as registered with the OEM. This date must be used as the Delivery Date on the Registration Page.

Pre-Owned Agreement Effective Date- The purchase date of the Agreement by the Agreement Holder or the Watercraft Delivery Date, whichever is later as specified on the Registration Page by the Issuing Dealer.

Delivery Date (New)- The date the original Agreement Holder or original owner takes delivery of the Watercraft as specified on the Registration Page by the Issuing Dealer.

Delivery Date (Pre-Owned)- The date the agreement holder takes delivery of the Watercraft as specified on the Registration Page by the Issuing Dealer.

Deductible- All covered repairs made under this Agreement are subject to a \$25 Deductible per covered repair, per component group. Diesel engines are subject to a \$200 Deductible.

Term of the Agreement- The period of time indicated on the Registration Page beginning on the new or Pre-Owned Agreement Effective Date. This Agreement is not renewable.

To The Owner

Congratulations on the purchase of your Watercraft and the Passport Premier Extended Service Contract. We wish you years of enjoyment and worry-free boating.

This booklet describes the protection the Agreement Holder will have under the Passport Premier Agreement. Subject to all the Terms of this Agreement, the Obligor agrees with the Agreement Holder as follows:

Extended Marine Protection Benefits

Mechanical Breakdown

During the Term of the Agreement, subject to the selected Engine Package Protection, Optional Accessory Package Protection and Optional Protection Upgrades, the Obligor will reimburse the approved cost of a Mechanical Breakdown of the Agreement Holder's Watercraft less the Deductible.

Non-Defective Engine Breakdown

Overheating*	Heat Cracked Heads	Heat Cracked Block
Preignition	Warped Heads	Carbonized Rings
Detonation	Engine Sensor Failures	Heat Collapsed Rings
Burnt Valves	Thermostat Failures	Scored Pistons
Bent Valves	Tuliped Valves	Scored Cylinders

*Any overheating conditions created by raw water pump and/or impeller failures or those that do not result in a Mechanical Breakdown are not eligible for Coverage under this program.

Claim Payment Benefits

Lubricants	Clamps	Taxes
Coolants	Filters	Lake Test
Belts	Hoses	Sea Trial
Spark Plugs	Engine Tuning	Shop Supplies

Service Assist

In the event of a Mechanical Breakdown of a covered component listed in this Agreement, the Agreement provides for the reimbursement of the cost of a Service Assist to include:

On-water towing, hoist/lift-out, haul-out, dockside repair call, pick-up/delivery or like services if necessary in order to perform the covered repair.

Reimbursement will be for up to a maximum of one (1) hour of the posted shop labor rate not to exceed \$125 per claim occurrence and must be performed by an OEM authorized marine repair facility.

Only one Service Assist can be applied per claim occurrence.

The Service Assist benefit begins on the Delivery Date of your Watercraft and can be utilized during the OEM's warranty period.

Haul Out (Marlin & Yacht Class Accessory Packages only): Haul out reimbursement up to \$250 for haul out only if haul out is required to perform a repair of a listed covered component.

See Reimbursement section on page 18 for specific reimbursement details on all approved claims categories.

Transfer Provision

All of the benefits of this Agreement can be transferred one time, from the first owner of the Agreement to the second owner of the Watercraft. The second Watercraft owner must submit a transfer form, a copy of the bill of sale showing the sale date and payment of \$50 (\$40 in Florida) in US funds only to the Administrator within thirty (30) days of the change in ownership of the Watercraft. Incomplete forms will not be processed and the Agreement will be void. No transfer is valid until received and accepted by the Administrator. This Agreement may not be transferred to any entity in the business of selling or leasing Watercrafts. Transferred Agreements are non-cancelable. Transfer form can be obtained from the Administrator by calling 800-950-3808.

Agreements on Pre-owned Watercraft are non-transferable in all states except Agreements originating in Florida and North Carolina – see Special State Requirements/Disclaimer sections on page 27 and 31 for transfer details.

Manufacturer Warranty Statement

This Agreement runs concurrent with, and is secondary to, any applicable manufacturer's Warranty.

If the manufacturer's Warranty is void at the Purchase Date or becomes void during the Agreement Term, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's Warranty, until the full term of the manufacturer's Warranty elapses. However, We will continue to provide any other coverage under this Agreement, unless such coverage is otherwise excluded by the terms of this Agreement.

Engine Package Protection

Outboard - Outboard Repower

Controls*: All parts contained within the manual/cable or electronic controls, neutral safety switch, shift switch, lever, control cables, micro switches, potentiometer, control panel, wiring harness, shift actuator, electronic throttle control assembly

Direct Fuel Injection ("DFI") Components: Air injectors, fuel injectors, air compressor, tracker valve, fuel regulator, fuel rails, check valves, mechanical fuel pump, low pressure fuel pump, high pressure fuel pump, vapor separator ("VST"), water pressure sensor

Electrical: Alternator, voltage regulator, stator, starter drive, starter, starter solenoid, power pack/switch box, electronic ignition module, timer base, trigger assembly, ignition coil, capacitor discharge modules ("CDM"), ignition switch, rev limiter, engine wiring harness, all engine electrical sensors to include distributor ignition sensor, crank position sensor, cam position sensor, coolant temperature sensor ("CTS")

Engine 2 Cycle: Crankshaft, main bearings, connecting rods, connecting rod bearings, connecting rod bolts, pistons, piston rings, wrist pins, wrist pin bearings, wrist pin lock rings, reeds, reed blocks, flywheel, seals, gaskets

Engine 4 Cycle: Crankshaft, main bearings, main bearing bolts, connecting rods, connecting rod bearings, connecting rod bolts, camshaft, camshaft bearings, pistons, piston rings, wrist pins, wrist pin lock rings, lifters, rocker arms, intake valves, exhaust valves, valve seats, valve springs, valve guides, valve spring retainers, valve covers, oil pump, oil filter housing, flywheel, intake air cooler, integrated oil cooler, supercharger, air regulator, seals, gaskets

Fuel System: Fuel injectors, injector rails, pressure regulator, low pressure pump, high pressure pump, mechanical fuel pump, fuel supply module, electronic control unit ("ECU") module, electric choke/primer, all fuel system sensors to include manifold absolute pressure ("MAP") sensor, throttle position sensor ("TPS"), manifold air temperature ("MAT") sensor, fuel/water sensor, wiring harness

Jet Drive: Drive shaft, shaft bearings, reverse gate, shift cam, seals, gaskets

Joystick: (Single station) Associated wire harness, thrust vector module (TVM), steering actuator, steering pump, joystick, CCM module, IMU compass, steering pressure sensor

Lower Unit: Forward, reverse and pinion gears, clutch dog, dog pin, cam follower, prop shaft(s), drive shaft, shift shaft, shims, bearing carriers, bearings, pinion nut, pinion nut washer, bearing carrier retaining nut, seals, gaskets

Oil Injection System: Oil injection pump, oil pump drive gear and shaft, engine-mounted oil tank and cap, warning horns and lights, oil injection lines, check valves, metering system

Power Trim: Power trim motor/pump, power trim cylinders, cylinder rams, mounts and pivots, trim solenoids, wiring harness, master switch, sender/limit switches, seals, gaskets

Steering*: Steering control helm assembly, control rack and yoke assembly, hydraulic steering pump, hydraulic steering cylinder, seals, gaskets

Complete Assemblies: Engine block, cylinder head(s), intake manifold, drive shaft housing and/or lower gear case housing will be eligible for reimbursement if damaged beyond repair by the failure of a covered component listed above (unless Optional Major Castings/Housings Upgrade is purchased - see page 16 for details).

Transmission: Planetary gears, reduction gears, bearings, shafts, bearing carriers, hydraulic pump, hydraulic pistons, valve body, control valves, transmission oil cooler, seals, gaskets

*Outboard Repower Steering and Controls qualify for protection if replaced at the time of engine repower.

Engine Package Protection

Jet Engines*

Controls: All parts contained within the manual controls, neutral safety switch, shift switch, lever, control cables, wiring harness

Direct Fuel Injection (“DFI”) Components: Air injectors, fuel injectors, air compressor, tracker valve, fuel regulator, fuel rails, check valves, mechanical fuel pump, low pressure fuel pump, high pressure fuel pump, vapor separator (“VST”), water pressure sensor

Electrical: Alternator, voltage regulator, stator, starter drive, starter, starter solenoid, power pack/switch box, electronic ignition module, timer base, trigger assembly, ignition coil, capacitor discharge modules (“CDM”), ignition switch, engine wiring harness, all engine electrical sensors to include distributor ignition sensor, crank position sensor, cam position sensor, coolant temperature sensor (“CTS”), rev limiter

Engine 2 Cycle: Crankshaft, main bearings, connecting rods, connecting rod bearings, connecting rod bolts, pistons, piston rings, wrist pins, wrist pin bearings, wrist pin lock rings, reeds, reed blocks, flywheel, seals, gaskets

Engine 4 Cycle: Crankshaft, main bearings, main bearing bolts, connecting rods, connecting rod bearings, connecting rod bolts, camshaft, camshaft bearings, pistons, piston rings, wrist pins, wrist pin lock rings, lifters, rocker arms, valve covers, intake valves, exhaust valves, valve seats, valve springs, valve guides, valve spring retainers, oil pump, oil filter housing, flywheel, intake air cooler, integrated oil cooler, supercharger, air regulator, seals, gaskets

Fuel System: Fuel injectors, injector rails, pressure regulator, low pressure pump, high pressure pump, mechanical fuel pump, fuel supply module, electronic control unit (“ECU”) module, electric choke/primer, all fuel system sensors to include manifold absolute pressure (“MAP”) sensor, throttle position sensor (“TPS”), manifold air temperature (“MAT”) sensor, fuel/water sensor, wiring harness

Jet Drive: Gears, impeller shaft, drive shaft, shims, bearing carriers, bearings, pinion nut, pinion nut washer, seals, gaskets

Oil Injection System: Oil injection pump, oil pump drive gear and shaft, engine-mounted oil tank and cap, warning horns and lights, oil injection lines, check valves, metering system

Steering: Steering control helm assembly, control rack and yoke assembly, reverse gate, steering nozzle, steering cable

Complete Assemblies: Engine block, cylinder head(s), intake manifold, drive shaft housing and/or lower gear case housing will be eligible for reimbursement if damaged beyond repair by the failure of a covered component listed above (unless Optional Major Castings/Housings Upgrade is purchased - see page 16 for details).

*Personal Watercraft are not eligible for Engine Package Protection.

Engine Package Protection

Gas Sterndrive - Inboard

Controls: All parts contained within the manual/electronic single or dual shift controls, neutral safety switch, shift switch, lever, control cables, micro switches, potentiometer, control panel, wiring harness, shift actuator, electronic throttle control assembly

Cooling System: Engine circulating pump, heat exchangers, seals, gaskets

Electrical: Alternator, voltage regulator, electronic ignition module, ignition coil, starter, starter solenoid, starter drive, electric choke, electric choke solenoid, engine wiring harness, ignition switch, oil pressure switch, all engine electrical sensors to include distributor ignition sensor, crank position sensor, cam position sensor, coolant temperature sensor (“CTS”)

Engine: Crankshaft, main bearings, main bearing bolts, connecting rods, connecting rod bearings, connecting rod bolts, camshaft, camshaft bearings, pistons, piston rings, wrist pins, push rods, lifters, intake valves, exhaust valves, valve seats, valve springs, valve guides, valve spring retainers, valve cover gaskets, timing gears, timing chain, timing belt, timing cover gasket, oil pump, oil filter housing, flywheel, harmonic balancer, thermostat, thermostat housing, thermostat housing gaskets, engine mounts, distributor, head gasket(s), rocker arms, rocker cover, rocker cover gaskets, timing gear cover, timing gear cover gasket, timing cover seal, front main seals, rear main seals, all engine senders/sensors, seals, gaskets

Fuel System: Fuel injectors, injector rails, pressure regulator, low pressure pump, high pressure pump, wiring harness, flame arrestor, fuel cooler, vapor separator (“VST”), idle air control (“IAC”) valve, engine-mounted electronic control unit (“ECU”) module, all fuel system sensors to include manifold absolute pressure (“MAP”) sensor, throttle position sensor (“TPS”), manifold air temperature (“MAT”) sensor

Pod Drive System*: Back up steering pump and control unit, steering position sensor, steering actuator/servo unit, steering pump, oil pump, oil cooler, planet gear, disc pack, joystick and associated wiring harness, trim cylinder, trim pump

Power Trim: Power trim motor/pump, power trim cylinders, cylinder rams, mounts and pivots, trim solenoids, wiring harness, master switches, sender/limit switches, reverse lock valve, power trim reservoir and cap assembly, seals, gaskets

Steering: Steering control helm assembly, control rack and yoke assembly, power steering pump, power steering pump pulley, hydraulic steering pump, hydraulic steering cylinder, steering cable, power steering oil cooler

Sterndrive Control System: Power steering pump, power steering cooler, thrust vector module (“TVM”), TVM cylinder, joystick and associated wiring harness, CCM module, IMU compass

Sterndrive Shaft Housing: Upper drive gear set, clutch dogs and cones, spring kit, shift cams, shims, bearings, bearing carriers, upper drive shaft, spanner cover nut, seals, gaskets

Sterndrive Intermediate Housing: Intermediate drive shaft, universal joints, u-joint bellows, gimbal bearings, center yoke, drive yoke, steering yoke, gimbal ring, bell housing, gimbal ring bushings, hinge pins and screws, engine coupler, oil reservoir bottle and cap, reservoir level switch assembly, intermediate shift cable, shift cable bellows

Sterndrive Lower Unit: Forward, reverse and pinion gears, clutch dog, dog pin, cam follower, prop shaft(s), drive shaft, shift shaft, shims, bearings, bearing carriers, pinion nut, pinion nut washer, seals, gaskets

Transmission: Transmission mounts, clutch plates, clutch drums, thrust plates, planetary gears, shift bands, reduction gears, bearings, shafts, bearing carriers, hydraulic pump, hydraulic pistons, valve body, drive plate, temperature switches, neutral safety switch, control valves, transmission oil cooler, shift pressure transducer, seals, gaskets

V-drive: Bearings, thrust bearings, bevel gears, shafts, shims, bearing carriers, drive plate, friction clutch plates, steel clutch plates, pressure plates, clutch drums, springs, snap rings, control valve, regulator valve, hydraulic pump, temperature switches, neutral safety switch, sealing rings, ring gear, v-drive oil cooler, shift pressure transducer, seals, gaskets

Complete Assemblies: Engine block, cylinder head(s), cylinder barrels/sleeves, intake manifold, transmission case, v-drive case, pod drive intermediate housing, sterndrive shaft housing, sterndrive lower gear case and/or gimbal housing will be eligible for reimbursement if damaged beyond repair by the failure of a covered component listed above (unless Optional Major Castings/Housings Upgrade is purchased - see page 16 for details).

*Pod Coverage must be purchased separately and documented on the Registration Page by the Issuing Dealer at the time of delivery and submitted with the appropriate payment to qualify for Coverage.

Engine Package Protection

Diesel Sterndrive - Inboard

Controls: All parts contained within the manual/electronic single or dual shift controls, neutral safety switch, shift switch, lever, control cables, micro switches, potentiometer, control panel, wiring harness, shift actuator, electronic throttle control assembly

Cooling System: Engine circulating pump, heat exchangers, seals, gaskets

Electrical: Alternator, voltage regulator, electronic ignition module, ignition coil, starter, starter solenoid, starter drive, electric choke, electric choke solenoid, engine wiring harness, ignition switch, all engine electrical sensors to include distributor ignition sensor, crank position sensor, cam position sensor, coolant temperature sensor ("CTS")

Engine: Crankshaft, main bearings, main bearing bolts, connecting rods, connecting rod bearings, connecting rod bolts, camshaft, camshaft bearings, pistons, piston rings, wrist pins, rocker arms, push rods, lifters, intake valves, exhaust valves, valve seats, valve guides, valve springs, valve spring retainers, valve covers, head gasket(s), valve cover gaskets, timing gears, timing chain, timing belt, timing cover gasket, oil pump, oil filter housing, engine oil cooler, flywheel, harmonic balancer, engine mounts, pump drive gears, front idler gears, turbo charger, waste gate, atmosphere intake manifold, all engine senders/sensors, seals, gaskets

Fuel System: Fuel injection pump, fuel injection pump mounting seal, fuel injector rails, fuel injectors, pressure regulator, fuel cooler, fuel management control unit, wiring harness, engine-mounted electronic control unit ("ECU") module, all fuel system sensors to include manifold absolute pressure ("MAP") sensor, throttle position sensor ("TPS"), manifold air temperature ("MAT") sensor

Pod Drive System*: Back up steering pump and control unit, steering position sensor, steering actuator/servo unit, steering pump, oil pump, oil cooler, planet gear, disc pack, joystick and associated wiring harness, trim cylinder, trim pump

Sterndrive Control System: Power steering pump, power steering cooler, thrust vector module ("TVM"), TVM cylinder, joystick and associated wiring harness, CCM module, IMU compass

Sterndrive Shaft Housing: Upper drive gear set, clutch dogs and cones, spring kit, shift cams, shims, bearings, bearing carriers, upper drive shaft, spanner cover nut

Sterndrive Intermediate Housing: Intermediate drive shaft, universal joints, u-joint bellows, gimbal bearings, center yoke, drive yoke, steering yoke, gimbal ring, bell housing, gimbal ring bushings, hinge pins and screws, engine coupler, oil reservoir bottle and cap, reservoir level switch assembly, intermediate shift cable, shift cable bellows

Sterndrive Lower Unit: Forward, reverse and pinion gears, clutch dog, dog pin, cam follower, prop shaft(s), drive shaft, shift shaft, shims, bearings, bearing carriers, pinion nut, pinion nut washer

Steering: Steering control helm assembly, control rack and yoke assembly, power steering pump, power steering pump pulley, hydraulic steering pump, hydraulic steering cylinder, steering cable, power steering oil cooler

Transmission: Transmission mounts, clutch plates, clutch drum, thrust plates, planetary gears, shift bands, reduction gears, bearings, shafts, bearing carriers, hydraulic pump, hydraulic pistons, valve body, drive plate, temperature switches, neutral safety switch, control valves, transmission oil cooler, shift pressure transducer, seals, gaskets

V-drive: Bearings, thrust bearings, bevel gears, shafts, shims, bearing carriers, drive plate, friction clutch plates, steel clutch plates, pressure plates, clutch drums, springs, snap rings, control valve, regulator valve, hydraulic pump, temperature switches, neutral safety switch, sealing rings, ring gear, v-drive oil cooler, shift pressure transducer, seals, gaskets

Complete Assemblies: Engine block, cylinder head(s), cylinder barrels/sleeves, intake manifold, transmission case, v-drive case, pod drive intermediate housing, sterndrive shaft housing, sterndrive lower gear case and/or gimbal housing will be eligible for reimbursement if damaged beyond repair by the failure of a covered component listed above (unless Optional Major Castings/Housings Upgrade is purchased— see page 16 for details).

*Pod Coverage must be purchased separately and documented on the Registration Page by the Issuing Dealer at the time of delivery and submitted with the appropriate payment to qualify for Coverage.

Optional Accessory Package Protection

The following Optional Accessory Package Protection may be purchased separately or in addition to Engine Package Protection. All Optional Accessory Package Protection purchased must be documented on the Registration Page by the Issuing Dealer at the time of delivery and submitted with the appropriate payment to qualify for Coverage.

Runabout Class

Bilge Blower: Control panel switch, wiring harness, blower motor

Digital Depth Finder: (One unit) Head unit, transducer and wiring harness

Electrical: Engine battery main switch, engine battery isolator, engine battery charger, electric horn, windshield wiper motor, air compressor

Gauges: (In-dash units) Tachometer, speedometer, compass, hour meter, oil pressure, trim, engine voltage, fuel level, engine temperature, digital multi-function gauge/display (one unit)

GPS: (One unit) GPS head unit, GPS antenna

Stereo: (One in-dash factory-installed unit) AM/FM radio, CD player, CD changer, dash & transom mounted remote control panel, amplifier, satellite radio tuner, music player dock

Sunshade: Electric or manual gearbox, actuators, main control switch

Trim Tabs: Pump, planing plates, trim cylinders, control panel

Trailer: Master cylinder, reverse lockout solenoid, hydraulic brake actuator, brake drums, disc brake rotor, disc brake caliper, frame rails, welds, winch stand, wheel bearings, axle, backing plates, coupler, roller cradles, leaf springs

VHF Radio: Head unit, microphones/handsets, internal speaker

Water System: Fresh water pump, faucet(s), transom and bow shower

Waste System: Vacuum generator pump, macerator, head exhaust fan

Dayboat Class

Air Conditioner: (One unit, stowaway or compact) Compressor, condenser, evaporator, thermostat, capacitors, relays, fans, control board

Bilge Blower: Control panel switch, wiring harness, blower motor

Digital Depth Finder: (One unit) Head unit, transducer and wiring harness

Electrical: Engine battery main switch, engine battery isolator, engine battery charger, electric horn, windshield wiper motor, air compressor

Gauges: (In-dash units) Tachometer, speedometer, compass, hour meter, oil pressure, trim, engine voltage, fuel level, engine temperature, digital multi-function gauge/display (one unit)

GPS: (One unit) GPS head unit, GPS antenna

Grill: (Electric) Heating element, power supply and switches

Horn: Control panel, electric horn

Ice Maker: (One unit, daily ice rate up to 40lbs. per day) Thermostat, cooling unit, power supply

Lighting: (Fixtures & switches only) Interior light fixtures, navigation lights, anchor light, docking light

Refrigerator: (One unit) Thermostat, cooling unit, power supply

Spotlight: Control panel, horizontal control motor, vertical control motor

Stereo: (One in-dash factory-installed unit) AM/FM radio, CD player, CD changer, dash & transom mounted remote control panel, amplifier, satellite radio tuner, music player dock

Sunshade: Electric or manual gearbox, actuators, main control switch

Trailer: Master cylinder, reverse lockout solenoid, hydraulic brake actuator, brake drums, disc brake rotor, disc brake caliper, frame rails, welds, winch stand, wheel bearings, axle, backing plates, coupler, roller cradles, leaf springs

(continued on next page)

Optional Accessory Package Protection

Dayboat Class (continued)

Trim Tabs: Pump, planing plates, trim cylinders, control panel

VHF Radio: Head unit, microphones/handsets, internal speaker

Water System: Fresh water pump, faucet(s), transom & bow shower washdown

Waste System: Vacuum generator pump, macerator, head exhaust fan

Windlass: Electric motor, wiring harness, helm station control panel

Pontoon Class

Bilge Blower: Control panel switch, wiring harness, blower motor

Digital Depth Finder: (Two units) Head unit, transducer and wiring harness

Electrical: Engine battery main switch, engine battery isolator, engine battery charger, electric horn, windshield wiper motor, air compressor

Fish Finder/GPS: (One stand-alone unit) Head unit, antenna, transducer, speed and temperature sensor, control cable

Gauges: (In-dash units) Tachometer, speedometer, compass, hour meter, oil pressure, trim, engine voltage, fuel level, engine temperature, digital multi-function gauge/display (one unit)

Lighting: (Fixtures and switches only) Interior courtesy lights, navigation lighting, anchor light, docking light

Refrigerator: Thermostat, cooling unit, power supply

Stereo: (One in-dash factory-installed unit) AM/FM radio, CD player, CD changer, dash & transom mounted remote control, amplifier, satellite radio tuner, music player dock

Sunshade: Electric or manual gearbox, actuators, main control switch

Trailer: Master cylinder, reverse lockout solenoid, hydraulic brake actuator, brake drums, disc brake rotor, disc brake caliper, frame rails, welds, winch stand, wheel bearings, axle, backing plates, coupler, roller cradles, leaf springs

VHF Radio: Head unit, microphones/handsets, internal speaker

Water System: Fresh water pump, faucet(s), transom shower

Surf Class

Ballast: Pump, ballast bag, wired control switch

Bilge Blower: Control panel switch, wiring harness, blower motor

Cockpit Heat Exchanger: Power supply, fan and switch

Cruise Control: Sensors, cables, modules, paddle wheel, pickups, wiring harness, servo motor

Digital Depth Finder: (One unit) Head unit, transducer and wiring harness

Electrical: Engine battery main switch, engine battery isolator, engine battery charger, electric horn, air compressor, electric cockpit heater and switch

Gauges: (In-dash units) Tachometer, speedometer (two units), compass, hour meter, oil pressure, trim, engine voltage, fuel level, engine temperature, digital multi-function gauge/display (one unit)

GPS: (One unit) GPS head unit, GPS antenna

(continued on next page)

Optional Accessory Package Protection

Surf Class (continued)

Lighting: (Fixtures & switches only) Interior courtesy lights, navigation lighting, anchor light, docking light

Surf/Wakeboard Tower: (Factory-mounted) Surf/wake tower, barefoot pylon, retractable/pop-up surf/wake tow pylon, factory-installed surf/wake tower lights

Stereo: (One in-dash factory-installed unit) AM/FM radio, CD player, CD changer, dash & transom mounted remote control panel, amplifier, satellite radio tuner, music player dock

Sunshade: Electric or manual gearbox, actuators, main control switch

Trim Tabs: Pump, planing plates, trim cylinders, control panel

Trailer: Master cylinder, reverse lockout solenoid, hydraulic brake actuator, brake drums, disc brake rotor, disc brake caliper, frame rails, welds, winch stand, wheel bearings, axle, backing plates, coupler, roller cradles, leaf springs

VHF Radio: Head unit, microphones/handsets, internal speaker

Wake Shaping: Planing plates, cylinders/actuators, control panel

Water System: Fresh water pump, faucet(s), transom shower

Sportsman's Class

Air Conditioner: (One unit, stowaway) Compressor, condenser, evaporator, thermostat, capacitors, relays, fans, control board

Bilge Blower: Control panel switch, wiring harness, blower motor

Digital Depth Finder: (One in-dash single-function unit) Head unit, transducer and wiring harness

Down Riggers: Mounting brackets, swivel and lock, frame, guide puller, winch, brake, crank, electric motor, control switch

Electrical: Engine battery main selector switch, engine battery main solenoid switch, engine battery isolator, engine battery charger, electric horn

Electric Trolling Motor: (One unit) Control head, lower unit, wiring harness, hand and foot controls, switches

Fish Finder/GPS: (Up to three units) Fish finder/GPS head unit, transducer, speed and temperature sensors, control cable, GPS antenna

Gauges: (In-dash units) Tachometer, speedometer, compass, hour meter, oil pressure, trim, engine voltage, fuel level, engine temperature, dedicated engine digital multifunction gauge/display

Live Well/Bait Well: (Factory-installed units only) Fill/main pump, aerator pump, manual valves

Power Poles: (Two units) Motor, cylinder and main control switch

Power Transom: Electromechanical motor and actuator, hydraulic pump, hydraulic cylinder, lift sensor/sender, lift gauge, master switch

Stereo: (One in-dash factory-installed unit) AM/FM radio, CD player, CD changer, dash & transom mounted remote control panel, amplifier, satellite radio tuner, music player dock

Sunshade: Electric or manual gearbox, actuators, main control switch

(continued on next page)

Optional Accessory Package Protection

Sportsman's Class (continued)

Trailer: Master cylinder, reverse lockout solenoid, hydraulic brake actuator, brake drums, disc brake rotor, disc brake caliper, frame rails, welds, winch stand, wheel bearings, axle, backing plates, coupler, roller cradles, leaf springs

Trim Tabs: Pumps, planing plates, trim cylinders, control panel

VHF Radio: Head unit, microphones/handsets, internal speaker

Water System: Fresh water pump, faucet(s), fresh water bow/transom shower

Windlass: Electric motor, wiring harness, helm station control panel

Offshore Sportsman's Class

Package includes Sportsman's Class components plus the following:

Air Conditioner: (Second stowaway unit, third stowaway unit or one split system unit) Compressor, condenser, evaporator, thermostat, capacitors, relays, fans, control board

Bilge Blower: (Second unit) Control panel switch, wiring harness, blower motor

Controls: (Second helm station*) All parts contained within the manual/electronic single or dual shift controls, neutral safety switch, shift switch, lever, control cables, micro switches, potentiometer, control panel, wiring harness, shift actuator, electronic throttle control assembly

Electrical: Engine battery main selector switch, engine battery main solenoid/switch, engine battery isolator, windshield wiper motor(s), engine hatch motor, engine hatch switch, air compressor

Freezer: (One unit) Thermostat, cooling unit, power supply, ice maker module

Galley Cook Top: Thermostat, burner assembly

Gauges: (Second helm station*, in-dash units) Tachometer, speedometer, compass, hour meter, oil pressure, trim, engine voltage, fuel level, engine temperature, dedicated engine digital multi-function gauge/display

Horn: Air horn, air horn compressor, air solenoid, electric horn and control panel

Ice Maker: (One unit, daily ice rate up to 40 lbs. per day) Module, thermostat, cooling unit, power supply

Joystick: (Second helm station*) Associated wire harness, thrust vector module (TVM), steering actuator, steering pump, joystick, CCM module, IMU compass, steering pressure sensor

Lighting: (Fixtures & switches only) Interior light fixtures, navigation lights, anchor light, docking light

Microwave Oven: All models

Refrigerator: (One unit) Thermostat, cooling unit, power supply

Shore Power: On-board receptacle(s), shore power main switch(es)

Spotlight: Control panel, horizontal control motor, vertical control motor

Steering: (Second helm station*) Steering control helm assembly, control rack and yoke assembly, power steering pump, hydraulic steering pump

Water System: Fresh water pump, water heater, shower drain sump pump, fresh water transom shower/washdown

Waste System: Vacuum generator pump, macerator, head exhaust fan

*Second helm station protection only applies if Engine Package Protection is purchased.

Optional Accessory Package Protection

Marlin Class

Package includes Offshore Sportsman's Class components plus the following:

Cable Master: Motor, limit switches (in & out), remote control

Cockpit Bait Freezer: (One unit) Thermostat, cooling unit, power supply, ice maker module

Cockpit Grill: (Electric) Heating element, power supply and switches

Fish Box Ice Maker: (One unit, daily ice rate up to 200 lbs. per day) Module, thermostat, cooling unit, power supply

Oil Exchange Pump: Motor and switch

Refrigerator: (Second unit) Thermostat, cooling unit, power supply

Television: (Two units) Televisions only

VHF Radio: (Two units) Head unit, microphones/handsets, internal speaker

Captain's Class

Air Conditioner: (Two stowaway units) Compressor, condenser, evaporator, thermostat, capacitors, relays, fans, control board

Bilge Blower: (Two units) Control panel switch, wiring harness, blower motor

Digital Depth Finder: (One in-dash stand-alone unit) Head assembly, transducer, wiring harness

Electrical: Engine battery main selector switch, engine battery main solenoid/switch, engine battery isolator, windshield wiper motor(s), engine hatch motor, engine hatch switch, air compressor, power vent window actuator and switch

Freezer: (One unit) Thermostat, cooling unit, power supply

Gauges: (In-dash units) Tachometer, speedometer, compass, hour meter, oil pressure, trim, engine voltage, fuel level, engine temperature, dedicated engine digital multi-function gauge/display

Galley Cook Top: Thermostat, burner assembly

Grill: (Electric) Heating element, power supply and switches

Horn: Air horn, air horn compressor, air solenoid, control panel, electric horn

Ice Maker: (One unit, daily ice rate up to 40 lbs. per day) Module, thermostat, cooling unit, power supply

Lighting: (Fixtures & switches only) Interior light fixtures, navigation lights, anchor light, docking light

Microwave Oven: All models

Refrigerator: (One unit) Thermostat, cooling unit, power supply

Shore Power: On-board receptacle(s), shore power main switch(es)

Spotlight: Control panel, horizontal control motor, vertical control motor

Stereo: (One in-dash factory-installed unit) AM/FM radio, CD player, CD changer, dash & transom mounted remote control panel, amplifier, satellite radio tuner, music player dock

(continued on next page)

Optional Accessory Package Protection

Captain's Class (continued)

Sunshade: Electric or manual gearbox, actuators, main control switch

Trim Tabs: Pump, planing plates, trim cylinders, control panel

VHF Radio: Head unit, microphones/handsets, internal speaker

Windlass: Electric motor, wiring harness, helm station control panel

Water System: Fresh water pump, water heater, shower drain sump pump, faucet(s), transom shower

Waste System: Vacuum generator pump, macerator, head exhaust fan

12 Volt/24 Volt: Engine battery charger/converter, battery equalizer

Cruiser Class

Package includes Captain's Class components plus the following:

Air Conditioner: (Third stowaway unit to include split systems) Compressor, condenser, evaporator, thermostat, capacitors, relays, fans, control board

Central Vacuum: 110V or 220V vacuum motor, wall inlet valve

Clothes Washer/Dryer: Internal mechanical parts, motors, wiring, switches

Ice Maker: (One unit, daily ice rate up to 40 lbs. per day) Module, thermostat, cooling unit, power supply

Microwave Oven: (Second unit) All models

Refrigerator: (Second unit) Thermostat, cooling unit, power supply

Stereo: (Second in-dash factory-installed unit) AM/FM radio, CD player, CD changer, dash & transom mounted remote control panel, amplifier, satellite radio tuner, music player dock

Swim Platform: Hydraulic trim cylinders, hydraulic pump, wiring harness, control panel (in-dash and transom wired remote)

Trash Compactor: Control switches, wiring, electric motor, compression components

Windshield Defogger/Cockpit Heater: Heating element, blower motor, wiring harness, control switches

Yacht Class

Package includes all Cruiser Class components plus the following:

Air conditioner: (Fourth stowaway unit) Compressor, condenser, evaporator, thermostat, capacitors, relays, fans and control board

Cable Master: Motor, limit switches (in & out), remote control

Oil Exchange Pump: Motor and switch

Passerelle/Tender Crane: Hydraulic cylinders, hydraulic pump, wiring harness, control panel

Television: (Three units) Televisions only

Optional Accessory Package Protection

Navigation Electronics

Auto Pilot: Head unit, hydraulic pump

Day/Night Camera: (Two units) Camera only

Digital Display(s): Digital multi-function gauge/display (2 units)

Electronic Compass: Electronic compass assembly

GPS: (Two units, stand-alone) GPS head unit, GPS antenna

Radar: Radar head unit/display, electric motor, array

Satellite Weather Module: Module and antenna

Gyro Stabilizer Class

Brake System: Manifold assembly(s), accumulator(s), solenoid valve(s), proportional valve(s), cartridge check valve, hydraulic brake cylinder assembly(s)

Cooling: Heat exchanger, thermostat, glycol pump, seals, gaskets

Electrical: Motor drive box, IMU (Inertia Measurement Unit), GCM (Globe Control Module), display, sensor(s), wiring harnesses

Foundation Frame: Frame assembly

AC Chiller Class

Air Conditioner (Chiller System): Compressor(s), condenser, evaporator, air handler(s) (coil & blower), thermostat/display(s), capacitors, relays, control boards

Bow and Stern Thruster

Electric Bow and Stern Thruster: Electric motor, wiring harness, control panel, bow & stern thruster battery charger

Generator*

Engine: Piston, piston rings, wrist pins, piston retaining clips, connecting rods, connecting rod bearings, connecting rod bolts, main bearings, main bearing bolts, crankshaft, crankshaft sprockets, camshaft, camshaft bearings, intake valves, exhaust valves, valve seats, valve springs, valve spring retainers, valve guides, push rods, lifters, rocker arms, timing chain, timing gears, timing belt, timing cover, timing cover seal, timing cover gasket, valve cover, valve cover gasket, harmonic balancer, oil pump, oil pan, oil pan gasket, distributor housing, distributor shaft and bearings, head gasket, flywheel, engine circulation pump, fuel pump, warning horn sensor and alarm, seals, gaskets

Electrical: Switch box, alternator, voltage regulator/rectifier, ignition coil, starter, starter solenoid, engine wiring harness, bilge blower

Generator Electrical: Armature, fields, brushes, end frame and housing, rectifier, generator-mounted control panel, generator remote control panels, control panel gauges

*Does not cover the removal or installation of the generator.

Optional Protection Upgrades

Trailer** (continued)

Master cylinder, reverse lockout solenoid, hydraulic brake actuator, brake drums, disc brake rotor, disc brake caliper, frame rails, welds, winch stand, wheel bearings, axle, backing plates, coupler, roller cradles, leaf springs

**Trailer Accessory Package Protection is available with the purchase of Engine Package Protection.

Optional Protection Upgrades

Optional Protection Upgrades may be purchased in addition to Engine Package Protection and select Optional Accessory Package Protection. Optional Protection Upgrades must be purchased and documented on the Registration Page by the Issuing Dealer at the time of delivery and submitted with the appropriate payment to qualify for Coverage.

Limit of Liability Upgrade

New Engine Package Protection: This Optional Protection Upgrade increases the standard limit of liability amount of \$15,000 per Engine Package Protection to a total liability amount of \$25,000, \$35,000 or \$55,000 per Engine Package Protection as indicated on the Registration Page.

Pre-Owned Engine Package Protection: The limit of liability is a cumulative total of all claims reimbursed during the Term of the Agreement up to a maximum of \$15,000, \$25,000 or \$35,000 per Engine Package Protection as indicated on the Registration Page.

Optional Accessory Package Protection: This Optional Protection Upgrade increases the standard limit of liability of \$10,000 per Accessory Package Protection to a total limit of liability amount of \$20,000 per Accessory Package Protection as indicated on the Registration Page (excludes bow and stern thruster).

Wear Upgrade (New Vessels Only):

This Optional Protection Upgrade covers mechanical breakdowns caused by a listed Engine Package Protection component(s) that are worn as listed below:

worn components, grooved seal and shaft surfaces, loose steering arm, loose gimbal rings, fluid loss from listed seals and gaskets, loose components or any loss in operating performance

This is not a substitution for regular/periodic maintenance as required by the OEM.

Major Casting/Housing Upgrade:

This Optional Protection Upgrade covers Mechanical Breakdowns of the following listed Engine Package Protection components resulting from a defect in material or an OEM's casting flaw:

engine block, cylinder head, cylinder barrels/sleeves, intake manifold, transmission case, v-drive case, pod drive intermediate housing, sterndrive shaft housing, sterndrive lower gear case and/or gimbal housing, outboard drive shaft housing and/or lower gear case housing

This Optional Protection Upgrade does not cover Mechanical Breakdowns that occur from improper maintenance, winterization or off-season storage procedures.

How to File a Claim

Agreement Holder's Guidelines

If the Agreement Holder suspects a Mechanical Breakdown, the Agreement Holder should use reasonable care and diligence in the operation of the engine or accessory component to prevent further damage.

A. Return Watercraft or accessory unit to the Issuing Dealer or nearest OEM authorized repair facility within thirty (30) days of the failure.

B. Authorize the service department to teardown and inspect the Watercraft or accessory unit to assess the damage, determine the cause of Mechanical Breakdown and establish an itemized estimate of repairs.

C. Instruct the service department to submit the estimate of repairs to the Administrator for authorization.

D. Authorization must be obtained prior to beginning any repairs covered under this Agreement. The Administrator will work directly with the repair facility to process all claims.

E. The Administrator reserves the right to inspect the failed component(s) and prior service records before authorization and for up to 30 days after the authorization date.

F. The Administrator reserves the right to assume ownership of any components replaced under this Agreement for up to 30 days from the authorization date of all claims.

G. All claims must be filed with the Administrator, in writing, prior to the expiration of the Agreement and must be completed and submitted for payment within thirty (30) days of the Mechanical Breakdown.

CLAIMS SUBMITTED AFTER THE EXPIRATION DATE OF THE AGREEMENT WILL BE INELIGIBLE FOR COVERAGE UNDER THIS PROGRAM.

Service Department Guidelines

A. Obtain authorization from the Agreement Holder to inspect and/or teardown the Watercraft or accessory unit to determine the cause of failure.

B. Prepare an itemized estimate of repairs. Include the following information on the estimate:

- | | |
|--|---|
| 1. Agreement number | 5. Description of complaint |
| 2. Agreement Holder's name | 6. Cause and corrective action required |
| 3. Description of Watercraft: year, make, model, hull identification number, engine size | 7. Component numbers and prices |
| 4. Date of failure | 8. Warranty flat rate times and codes |
| | 9. Posted hourly shop labor rate |

C. Authorization must be obtained from the Administrator prior to beginning any repairs covered by this Agreement. All claims will be processed, IN WRITING, by the Administrator. Claim checks are processed weekly for all authorized claims.

D. The Administrator reserves the right to inspect the failed component(s) and prior service records before authorization and for up to 30 days after the authorization date.

E. The Administrator reserves the right to assume ownership of any components replaced under this Agreement for up to 30 days from the authorization date of all claims.

F. All claims must be filed with the Administrator, in writing, prior to the expiration of the Agreement and must be completed and submitted for payment within thirty (30) days of the Mechanical Breakdown.

CLAIMS SUBMITTED AFTER THE EXPIRATION DATE OF THE AGREEMENT WILL BE INELIGIBLE FOR COVERAGE UNDER THIS PROGRAM.

CLAIMS MAY BE SUBMITTED VIA FAX TO (866) 404-5832.

CLAIMS MAY BE SUBMITTED VIA EMAIL TO claims@boatwarranty.com

Important Information

Reimbursement

Engine Package Protection (Gas) Components and Labor: All approved claims will be reimbursed at the OEM's suggested retail price for the component(s). If damaged beyond repair, the OEM remanufactured pricing will be used for reimbursement when OEM remanufactured parts are offered. Labor charges will be reimbursed using the posted shop labor rate of the repair facility/service department per the OEM's flat rate allowances.

Engine Package Protection (Diesel) Components and Labor: All approved claims will be reimbursed at the OEM's suggested retail price for the component(s). If damaged beyond repair, the OEM remanufactured pricing will be used for reimbursement when OEM remanufactured parts are offered. Labor charges will be reimbursed using the posted shop labor rate of the repair facility/service department per the OEM's flat rate allowances.

If the diesel engine OEM does not publish a flat rate time for the repairs, another diesel engine OEM's flat rates will apply for the reimbursement of labor charges.

Diesel Engine Only Additional Benefit: Deck, bulkhead, furniture removal/replacement will be reimbursed up to a maximum of five (5) hours of posted shop labor rate, not to exceed \$625, if necessary to access a covered component for an approved claim.

Engine Package Protection (Diesel) Claims: The final sublet repair invoice from the diesel distributor/repair facility will be required prior to any payment.

Optional Accessory Package Protection Components and Labor: All approved claims will be reimbursed at the OEM's suggested retail price for the component(s). If damaged beyond repair, OEM remanufactured component pricing will be used for reimbursement of any covered component(s) when available. If unavailable, OEM new component pricing will be used for reimbursement.

Labor charges will be reimbursed using the posted shop labor rate of the repair facility/service department per the OEM's flat rate allowances. If the OEM does not have a published flat rate time, the claim will be reimbursed for up to a maximum of one (1) hour for the labor charges.

Additional Approved Claim Reimbursement

OEM's Lifetime/Term Replacement Warranty: If a component is replaced or covered by the OEM, the approved claim for the covered component will be reimbursed by the OEM at the OEM's replacement cost, if any. Labor charges not reimbursed by the OEM, if any, will be reimbursed using the posted shop labor rate of the repair facility/service department per the OEM's flat rate allowances and per the terms and conditions of this Agreement.

Diagnostic/Teardown Time Charges: Only qualify for reimbursement if specifically included in the flat rate times published by the OEM.

Service Assist, Sea Trial, Lake Test and Engine Tuning: Charges only qualify for reimbursement if a necessary part of a covered repair, as defined in this Agreement booklet. Reimbursement limited to a maximum of one (1) hour of the posted shop labor rate, not to exceed \$125 per claim occurrence.

Haul Out (Marlin & Yacht Class Accessory Packages only): Up to \$250 for haul out only if haul out is required to perform a repair of a listed covered component.

Shop Supplies: 5% of the total labor charges, not to exceed \$25 per claim occurrence.

Taxes: Charges only qualify for reimbursement if applicable under state law.

Filters, Belts, Spark Plugs, Lubricants, Hoses, Coolants and Clamps: Charges only qualify for reimbursement if necessary as part of a covered repair and applicable to the damaged engine/accessory component(s).

Important Information

Limit of Liability

New Engine Package Protection: The limit of liability is a cumulative total of all claims reimbursed during the Term of the Agreement up to a maximum of \$15,000, \$25,000, \$35,000 or \$55,000 per Engine Package Protection as indicated on the Registration Page.

Pre-Owned Engine Package Protection: The limit of liability is a cumulative total of all claims reimbursed during the Term of the Agreement up to a maximum of \$15,000, \$25,000 or \$35,000 per Engine Package Protection as indicated on the Registration Page.

Optional Accessory Package Protection: The limit of liability for Runabout Class, Day Boat Class, Sportsman's Class, Offshore Sportsman's Class, Marlin Class, Pontoon Class, Surf Class, Captain's Class, Cruiser Class, Yacht Class, Navigation Electronics, Gyro Stabilizer Class, AC Chiller Class, Generator and/or Trailer is the total of all claims reimbursed during the term of the Agreement up to a maximum cumulative total of \$20,000 per Accessory Package Protection as indicated on the Registration Page.

Bow & Stern Thruster Protection: The limit of liability is a cumulative total of all claims reimbursed during the Term of the Agreement up to a maximum of \$5,000.

General Provisions

Where The Agreement Holder Is Covered

This Agreement applies only to Mechanical Breakdowns occurring within the territorial waters of the continental United States of America, Alaska, Hawaii and Canada.

Agreement Limitations

All Watercraft or accessory units with less than one year's OEM warranty are excluded from Coverage. This Agreement provides only the benefits specified in this Agreement booklet and does not cover any components, services or benefits not expressly listed herein or loss except as provided in this Agreement. There is no Coverage for any failure, either express or implied, for any component(s) not listed in this Agreement. The Obligor's liability for incidental and consequential damages, including but not limited to property damage, loss of described Watercraft or from the breach of any implied warranties arising by operation by law, is expressly excluded. All costs in excess of the Agreement Reimbursement Policy are the responsibility of the Agreement Holder. The remedies described in this booklet are the sole and exclusive remedies provided by this Agreement.

Other than as set forth herein, there are no other warranties either express or implied under this Agreement. All other warranties, either express or implied, including implied warranties of fitness and merchantability are expressly excluded.

Multiple Component Groups

When multiple instances of a component group are Covered under the Agreement (e.g. Air Conditioners), the Coverages available will be assigned on a "first to fail" basis. Once all Coverable units have been claimed, any further failed units will be excluded from Coverage.

Loss of Use

Neither the Administrator nor the dealer or the Obligor shall have any responsibility for loss of use of the Watercraft, loss of time, inconvenience or consequential damages.

Important Information

General Provisions (continued)

Entire Agreement

This Agreement represents the entire Agreement between the Agreement Holder and the Obligor. No agent has the authority to change this Agreement or to waive any of its provisions. No other written or oral statement applies to this Agreement. No Coverage will be provided for any issued Agreement if any information that was provided to the Administrator by any party regarding the Agreement is determined to be false, misleading or omitted.

Right of Removal

The Agreement Holder agrees to allow the Administrator the right of removal of the Watercraft in the event of any dispute or conflict between the Administrator and the repair facility/service department or the Agreement Holder.

Dispute Resolution – Arbitration

This Agreement requires binding arbitration if there is an unresolved dispute between the Agreement Holder and the Obligor concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a Mechanical Breakdown). Under this Arbitration provision, the Agreement Holder gives up your right to resolve any dispute arising from this Agreement by a judge and/or a jury. The Agreement Holder also agrees not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the Agreement Holder and the Obligor positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where the Agreement Holder lives. Notwithstanding this arbitration provision, the Agreement Holder is not prohibited from bringing an action in Small Claims Court to resolve your dispute.

The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. To start arbitration, either the Agreement Holder or the Obligor must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Mechanical Breakdown occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. The Agreement Holder and the Obligor will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” All costs and expenses of the arbitration will be shared equally by the Agreement Holder and the Obligor. Unless otherwise agreed to by the Agreement Holder and the Obligor, the arbitration will take place in the county and state in which the Agreement Holder lives. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

Insurance Policy

This Agreement is not an insurance contract. The obligations of the Obligor under this Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., P.O. Box 802746, Chicago, Illinois 60680-2747. In the event the Obligor ceases to operate, is bankrupt or otherwise financially impaired or the Agreement Holder's valid claim is not paid within sixty (60) days after proof of loss has been filed, the Agreement Holder may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 800-209-6206.

Important Information

General Provisions (continued)

Cancellation Provision

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement price will be made. After thirty (30) days or if a claim has been incurred, the refund will be calculated based upon 90% of the unearned pro-rata premium, less all claims paid.

In the event the Obligor exercises their right of cancellation, at anytime, the refund will be calculated based upon 100% of the unearned pro-rata premium, less all claims paid.

The lien holder will be named on the refund check when financing has been provided for the purchase of the Agreement. The lien holder will be the sole payee on the refund check if the cancellation is a result of repossession or total loss.

Transferred Agreements do not qualify for a refund.

All refunds will be handled by the Issuing Dealer.

Agreement Holder's Responsibilities

The Agreement Holder's Watercraft should be serviced in accordance with the recommendations in the owner's manual. These regular services are essential to ensure the proper operation of the Agreement Holder's Watercraft and are required to keep the Agreement valid throughout the term of the Agreement Holder's Agreement. To keep this Agreement in force, the Agreement Holder must comply with the following requirements:

- 1. The Agreement Holder must have the Watercraft or accessory unit serviced as specified by the OEM, to include all maintenance and off-season storage procedures as listed in the OEM owner/operator manual. Diesel air cleaners, turbo chargers and fuel injectors must be maintained per the OEM's minimum standards. Receipts showing dates and services performed and/or materials purchased must be retained and furnished to the repair facility/service department and the Administrator in the event of a claim. Any OEM updates and/or modifications performed must be accompanied by the corresponding receipts.**
- 2. Use only OEM recommended oils, filters, additives, grease and fuel.**
- 3. Report all Mechanical Breakdowns to the Administrator within thirty (30) days of the date of failure.**
- 4. Assume all costs/charges for items not covered or in excess of the Agreement Reimbursement Policy.**
- 5. Replace bellows/boots per the OEM's specifications as regular maintenance of the unit.**

What Is Not Covered

1. THIS AGREEMENT DOES NOT COVER ANY ENGINE COMPONENTS, ACCESSORY COMPONENTS, OUTBOARD WRAP COMPONENTS, SERVICES OR BENEFITS NOT SPECIFICALLY LISTED FOR COVERAGE IN THE AGREEMENT BOOKLET. IF THE COMPONENT, BENEFIT OR SERVICE IS NOT LISTED AS ELIGIBLE FOR COVERAGE, IT IS NOT COVERED.
2. ANY FAILURE OCCURRING DURING THE OEM OR SUPPLIER'S WARRANTY PERIOD (REGARDLESS OF WHETHER THE OEM OR SUPPLIER IS AN ONGOING ENTITY), OR ANY FAILURE THE OEM OR SUPPLIER HAS ANNOUNCED IT WILL CORRECT THROUGH ANY SERVICE BULLETIN OR RECALL NOTICE WILL NOT BE COVERED.
3. THIS AGREEMENT DOES NOT COVER THE FOLLOWING ENGINE COMPONENTS OR ANY FAILURE/BREAKDOWN/DAMAGE CAUSED BY, DUE TO, RESULTING IN OR RESULTING FROM THESE COMPONENTS:
 - A. ALL EXHAUST SYSTEM COMPONENTS TO INCLUDE MANIFOLDS, GASKETS, RISERS, RISER EXTENSION KIT, O-RINGS, BELLOWES, ELBOWS, PLATE KITS, Y-PIPES, MUFFLERS, CATALYST(S), SHUTTERS, FLAPPERS AND THRU HULL SYSTEM
 - B. AFTER COOLER(S)
 - C. POD GEAR HOUSING(S)
 - D. ENGINE BLOCK, CYLINDER HEAD(S), CYLINDER BARRELS/SLEEVES, INTAKE MANIFOLD, TRANSMISSION CASE, V-DRIVE CASE, UPPER GEAR HOUSING, LOWER GEAR CASE, GIMBAL HOUSING (UNLESS OPTIONAL MAJOR CASTING/ HOUSING UPGRADE WAS PURCHASED)
 - E. ALL HARDWARE TO INCLUDE MOUNTING BRACKETS, SECURING HARDWARE, FASTENERS, NUTS, BOLTS, SCREWS, GROMMETS, CLIPS, CLAMPS, PROP NUTS, FITTINGS, DRAIN PLUGS
 - F. FRESH OR SALT WATER PUMP(S) AND IMPELLER(S)
 - G. HOSES, BELTS, LINES, CONNECTORS, CARBURETORS, SPARK PLUGS, FILTERS, MERCATHODE SYSTEM, ANODES, BATTERIES, PROPS, TRANSSOM SEAL
 - H. TRANSMISSION OR V-DRIVE APPLICATIONS: COUPLER, DRIVE LINE, DRIVE SHAFT, STUFFING BOX AND SEALS, DRIPLESS PACKING AND SEALS, CUTLESS BEARING(S), PROP SHAFT(S), THRUST WASHER, SHAFT LOG, STRUT, RUDDER
 - I. FUEL TANK(S), FUEL TANK SENDING UNITS(S) FUEL HOSES(S)/LINE(S)
 - J. SOFTWARE/SOFTWARE UPGRADES, UNLESS REQUIRED TO COMPLETE REPAIRS TO A MECHANICALLY FAILED COVERED COMPONENT
 - K. ANY OVERHEATING THAT DOES NOT RESULT IN A MECHANICAL FAILURE
 - L. ENGINE ROOM EXTRACTOR FAN(S)
 - M. JET DRIVE IMPELLER
 - N. DAMAGE TO OTHERWISE COVERED COMPONENT(S) RESULTING FROM THE FAILURE OF AN UNLISTED COMPONENT
 - O. ANY UNLISTED COMPONENT(S)
4. THIS AGREEMENT DOES NOT COVER THE FOLLOWING ACCESSORY COMPONENT(S) OR ANY FAILURE/BREAKDOWN/DAMAGE CAUSED BY, DUE TO, RESULTING IN OR RESULTING FROM THESE COMPONENTS:
 - A. AIR CONDITIONER PUMP(S)
 - B. BILGE PUMP(S), FLOAT SWITCH
 - C. BOAT WIRING HARNESS, CONTROL KNOBS, BULBS, FUSES, BREAKERS
 - D. WASTE OR WATER SYSTEM PIPES, LEAKS FROM PIPING AND VACUUM ACCUMULATIONS, FITTINGS, CONNECTIONS
 - E. ANCHORS, ROPES, CHAINS, UNLISTED ANTENNAS/SPEAKERS, ALL EXTERNAL HARDWARE
 - F. SOFTWARE/SOFTWARE UPGRADES, UNLESS REQUIRED TO COMPLETE REPAIRS TO A MECHANICALLY FAILED COVERED COMPONENT
 - G. DIVE COMPRESSOR
 - H. ANY SECOND HELM STEERING AND CONTROL COMPONENTS, AS LISTED IN OFFSHORE SPORTSMAN'S CLASS OPTIONAL ACCESSORY PACKAGE PROTECTION, UNLESS ENGINE PACKAGE PROTECTION WAS PURCHASED.
 - I. ANY UNLISTED COMPONENT(S)
 - J. RIGID BALLAST TANKS, BALLAST PUMP IMPELLER
 - K. TELEVISION MOUNTS, REMOTES, ANTENNAS, POWER SUPPLY

What Is Not Covered

5. THIS AGREEMENT DOES NOT COVER ANY FAILURE/BREAKDOWN/DAMAGE CAUSED BY, DUE TO, RESULTING IN OR RESULTING FROM THE FOLLOWING REGARDLESS OF THE CAUSE:
 - A. WEAR: WORN COMPONENTS, AGED COMPONENTS, GROOVED SEAL AND SHAFT SURFACES, LOOSE STEERING ARM, LOOSE GIMBAL RINGS, LOOSE COMPONENTS, ANY REDUCTION IN OPERATING PERFORMANCE UNLESS THE WEAR UPGRADE WAS PURCHASED.
 - B. IMPROPER TIMING, POOR QUALITY OR CONTAMINATED FUEL, LUBRICANTS, GREASE, FLUIDS OR LEAN FUEL MIXTURE
 - C. INCREASED OIL CONSUMPTION
 - D. LACK OF NECESSARY OR PROPER AMOUNTS OF LUBRICANTS OR COOLANTS
 - E. TWISTED PROP SHAFT(S) SPLINES OR DRIVE SHAFT SPLINES
 - F. LACK OF PROPER MAINTENANCE, IMPROPER WINTERIZATION OR OFF-SEASON STORAGE PROCEDURES
 - G. WATER INGESTION AND/OR WATER INTRUSION
 - H. REFACING OF VALVES AND/OR VALVE SEATS
 - I. ANY JET DRIVE COMPONENT FAILURE RESULTING FROM FOREIGN DEBRIS AND/OR IMPELLER FAILURES
 - J. DAMAGE TO OTHERWISE COVERED COMPONENT(S) RESULTING FROM THE FAILURE OF AN UNLISTED COMPONENT
6. THIS AGREEMENT WILL NOT REIMBURSE FOR COSTS ASSOCIATED WITH:
 - A. ITEMS NOT COVERED
 - B. BETTERMENT: COMPONENTS AND LABOR CHARGES THAT ARE RECOMMENDED BUT NOT NECESSARY TO CORRECT THE COVERED BREAKDOWN
 - C. INCIDENTAL OR CONSEQUENTIAL DAMAGE
 - D. LABOR CHARGES ABOVE THE OEM'S FLAT RATE ALLOWANCES
 - E. LABOR RATES ABOVE THE DEALER'S POSTED SHOP LABOR RATES
 - F. REMOVAL, INSTALLATION OR REPAIR OF BULKHEADS, DECKS, HATCHES, FURNITURE, FIBERGLASS, ETC. TO ACCESS ANY COVERED UNIT
 - G. REMOVAL OR INSTALLATION OF THE GENERATOR
 - H. ADDITIONAL CHARGES FOR NO LONGER AVAILABLE (NLA) COMPONENTS OR DELAYED REPAIRS
 - I. COMPONENT CHARGES ABOVE OEM'S SUGGESTED RETAIL PRICING
 - J. COMPONENT/LABOR COSTS IN EXCESS OF SUBLET REPAIR INVOICES
 - K. STORAGE CHARGES, MILEAGE CHARGES, TRAVEL TIME, AIRFARE, SHIPPING, HANDLING, FREIGHT
 - L. POLLUTION, CLEAN UP, EPA CHARGES OR FINES
 - M. LOSS OF USE, LODGING, MEALS, TRANSPORTATION CHARGES OR INCONVENIENCE
 - N. ANY UNLISTED COMPONENT(S)
7. THIS AGREEMENT WILL NOT REIMBURSE IF:
 - A. ANY COMPONENT(S) IS ALTERED OR MODIFIED AFTER THE AGREEMENT EFFECTIVE DATE
 - B. THE WATERCRAFT IS USED FOR RACING, RENTAL, GOVERNMENT, TOURNAMENT FISHING, CHARTER, COMMERCIAL PURPOSES OR GENERATING REVENUE AFTER THE AGREEMENT EFFECTIVE DATE
 - C. A MECHANICAL BREAKDOWN EXISTED PRIOR TO, OR WAS CAUSED BY, A CONDITION WHICH EXISTED PRIOR TO THE DELIVERY DATE
 - D. BREAKDOWN(S) THAT OCCUR DUE TO DEBRIS, CLOGGED OR RESTRICTED OPENINGS
8. THIS AGREEMENT WILL NOT REIMBURSE FOR ANY FAILURE/BREAKDOWN/DAMAGE CAUSED BY, DUE TO, RESULTING IN OR RESULTING FROM:
 - A. MISUSE, ABUSE, NEGLECT
 - B. ACCIDENTS, COLLISION, GROUNDING, SUBMERSION, IMPACT
 - C. CORROSION, DETERIORATION, PERMEATION, WEATHERING, ROTTING, ELECTROLYSIS, RODENTS, ZEBRA MUSSELS, BARNACLES, MARINE GROWTH
 - D. WATER, FREEZING, EXPLOSION, FIRE, SMOKE, FOREIGN MATERIALS
 - E. ACTS OF GOD

Special State Requirement/Disclaimers

This Agreement is amended and the language below governs if You purchased this Agreement in a state listed below:

Alaska

The **Cancellation Provision** is amended as follows:

Regardless of who cancels this Agreement, a ten percent (10%) penalty per month shall be added to a refund that is not made to the Agreement Holder within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive a written notice five (5) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is: nonpayment of the Agreement Price, fraud or material misrepresentation by Agreement Holder.

The Obligor may only cancel this Agreement:

If there has been a material misrepresentation or fraud on the Agreement purchase date or when filing a claim under this Agreement;

If the Agreement Holder is convicted of a crime that results in an increase in the risk covered under this Agreement;

If the Obligor discovers an act of omission by the Agreement Holder after the Agreement purchase date that substantially and materially increases the risk covered under this Agreement;

If the Agreement Holder does not pay the Agreement Price;

Or for substantial breach of duties by Agreement Holder relating to the use of the Approved Watercraft.

The **General Provisions** section **"Insurance Policy"** is amended as follows: Sixty (60) days is deleted and replaced with thirty (30) days.

Alabama

The **Dispute Resolution – Arbitration Provision** is amended as follows: All references to Illinois are changed to Alabama.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Agreement Holder cancels this Agreement after thirty (30) days or if a claim has been incurred, the refund will be calculated based on 100% of the unearned pro-rata premium. Any references to "less claims paid" are deleted.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation.

This notice shall state **the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement Price or material misrepresentation by the Agreement Holder to the Obligor, relating to the Watercraft or its use.**

Arizona

Under **How to File a Claim, Agreement Holder's Guidelines** is added:

D. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

The **General Provisions** section **"Dispute Resolution – Arbitration"** is amended as follows:

Notwithstanding the Arbitration provision, You have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.). You can file a complaint with the D.I.F.I. against a Service Company issuing an approved Service Contract by contacting the Consumer Protection Division of the D.I.F.I., at phone number 602-364-2499.

The **Cancellation Provision** is amended as follows:

References to "less all claims paid" are deleted.

If the Agreement Holder cancels this Agreement after thirty (30) days or after a claim has been incurred, the refund will be calculated based on 100% of the unearned pro-rata premium.

The **What Is Not Covered** section is amended as follows:

"7. C. Any and all pre-existing conditions that occur prior to the effective date of this Agreement, except if such conditions were known by Us and Our subcontractors."

Exclusions #5 and 8 are amended to include: **WHILE OWNED BY THE AGREEMENT HOLDER.**

Special State Requirement/Disclaimers

Arkansas

The **Cancellation Provision** is amended as follows:

References to "less all claims paid" are deleted.

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen (15) days prior to cancellation.

A claim against the provider may include a claim for return of the unearned provider fee.

California

The **General Provision** section **"Agreement Holder Responsibilities"** is deleted in its entirety and replaced with:

The Agreement Holder's Watercraft should be serviced in accordance with the recommendations in the owner's manual. If You do not have an owner's manual, contact the Administrator, or visit Your manufacturer's website to obtain one. These regular services are essential to ensure the proper operation of the Agreement Holder's Watercraft and are required to keep the Agreement valid throughout the term of the Agreement Holder's Agreement. To keep this Agreement in force and to avoid possible denial of a claim, the Agreement Holder must comply with the following requirements:

1. The Agreement Holder must have the Watercraft or accessory unit serviced as specified by the OEM, to include all maintenance and off-season storage procedures as listed in the OEM owner/ operator manual. Diesel air cleaners, turbochargers and fuel injectors must be maintained per the OEM's minimum standards. Receipts showing dates and services performed and/or materials purchased should be retained and furnished to the repair facility/service department and the Administrator in the event of a claim. Any OEM updates and/or modifications performed must be accompanied by the corresponding receipts.
2. Use only OEM recommended oils, filters, additives, grease and fuel.
3. Report all Mechanical Breakdowns to the Administrator within thirty (30) days of the date of failure.
4. Assume all costs/charges for items not covered or in excess of the Agreement Reimbursement Policy.
5. Replace bellows/boots per the OEM's specifications as regular maintenance of the unit.

The **Registration Page** is amended as follows:

The sentence "No Agreement is valid until one copy of this signed Registration Page and dealer remittance is received and accepted by the Administrator within 30 days of purchase." is deleted in its entirety.

Any reference to "Mechanical Breakdown" within the entire Agreement is deleted and replaced by "Covered Failure."

Agreement Holder's Guidelines is amended as follows:

Any references to repair facility are deleted and replaced with Any licensed repair facility.

The **General Provisions** section **"Agreement Limitations"** is deleted in its entirety and replaced with:

All Watercraft or accessory units with less than one year's OEM warranty are excluded from Coverage. This Agreement provides only the benefits specified in this Agreement booklet and does not cover any components, services or benefits not expressly listed herein or loss except as provided in this Agreement. There is no Coverage for any failure, either express or implied, for any component(s) not listed in this Agreement. The Obligor's liability for incidental and consequential damages, including but not limited to property damage, loss of described Watercraft or from the breach of any implied warranties arising by operation by law, is expressly excluded.

All costs in excess of the Agreement Reimbursement Policy are the responsibility of the Agreement Holder. The remedies described in this booklet are the sole and exclusive remedies provided by this Agreement.

Other than as set forth herein, there are no other warranties either express or implied under this Agreement. All other warranties, either express or implied, including implied warranties of fitness and merchantability are expressly excluded.

The **General Provision** section **"Right of Removal"** is deleted in its entirety.

The **General Provisions** section **"Dispute Resolution – Arbitration"** is deleted in its entirety and replaced with: Mandatory arbitration is not allowed under this Agreement. If the Agreement Holder and the Obligor mutually agree, this Agreement provides for binding arbitration if there is an unresolved dispute between the Agreement Holder and the Obligor concerning this Agreement (for example the cost of, lack of or actual repair or replacement arising from a Mechanical Breakdown). Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where the Agreement Holder lives. Notwithstanding this arbitration provision, the Agreement

Special State Requirement/Disclaimers

Holder is not prohibited from bringing an action in Small Claims Court to resolve your dispute.

Under this Arbitration provision, the Agreement Holder gives up your right to resolve any dispute arising from this Agreement by a judge and/or a jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the Agreement Holder and the Obligor positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. 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 of any such error.

To start arbitration, either the Agreement Holder or the Obligor must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Mechanical Breakdown occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. The Agreement Holder and the Obligor will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire."

Unless otherwise agreed to by the Agreement Holder and the Obligor, the arbitration will take place in the county and state in which the Agreement Holder lives. The arbitration shall be governed by the California Arbitration Act (California Code of Civil Procedures 1280 et. seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. seq.)). The laws of the state of California govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. All costs and expenses of the arbitration will be shared equally by the Agreement Holder and the Obligor.

All fees and costs charged to the Agreement Holder under this provision shall be waived if the Agreement Holder is an indigent consumer. "Indigent consumer" means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If the Agreement Holder is determined to be an indigent consumer, all provisions of California Code of Civil Procedure §1284.3 apply.

The **Cancellation Provision** is deleted and replaced with the following:

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels within the first sixty (60) days of the Agreement Effective Date and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement price will be made.

After sixty (60) days or if a claim has been incurred, a pro-rata refund of the unused time will be made. The pro-rata refund will be calculated by multiplying the Agreement price by the percentage of the unused time compared to the total time of the Agreement period, less an administrative fee of \$25 or ten (10%) percent, whichever is less.

No administrative fee will be charged for cancellations within the first sixty (60) days of purchase.

If the Obligor cancels this Agreement, the Obligor will mail the Agreement Holder written notice. If the Obligor cancels within 60 days of the Agreement Effective Date, the notice will be postmarked before the 61st day after the Agreement Effective Date. Any notice shall provide: a) the effective date of cancellation, which will not be less than 5 days after the postmark of the date of notice, and b) the reason for cancellation. If the reason for cancellation is due to fraud or material misrepresentation, the notice shall contain the specific nature of such fraud or misrepresentation. If the Obligor cancels this Agreement, the refund, if any, will be paid within 30 days of the date of cancellation. If the Agreement Holder has reported a claim to the Obligor, prior to the cancellation date, the claim will be adjudicated according to the terms and conditions of the Agreement.

The Obligor may cancel this Agreement for any reason within sixty (60) days of the Agreement Effective Date. If the Obligor cancels this Agreement during the first sixty (60) days and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement price will be made.

After sixty (60) days, the Obligor may cancel this Agreement:

- If there has been a material misrepresentation or fraud; or
- If Agreement Holder does not pay Agreement price.

If the Obligor cancels this Agreement after sixty (60) days or if a claim has been incurred, a pro-rata refund of the unused time will be made. The pro-rata refund will be calculated by multiplying the Agreement price by the percentage of the unused time compared to the total time of the Agreement period. If the Agreement is canceled by the Obligor, no administrative fee will be charged.

The **General Provisions** section "**Insurance Policy**" is deleted in its entirety and replaced with:

Performance to the Agreement Holder under this Agreement is guaranteed by a California approved insurance company. The Agreement Holder may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after the Agreement Holder's request. The name and address of the insurance company is: Virginia Surety Company, Inc., P.O. Box 802746, Chicago, Illinois 60680-2747. If the Agreement Holder is not satisfied with the insurance company's response, contact the California Department of Insurance at 1-800-927-4357 or access their website at www.insurance.ca.gov.

What Is NOT Covered is amended as follows:

Special State Requirement/Disclaimers

7. THIS AGREEMENT WILL NOT REIMBURSE IF: C. A COVERED FAILURE EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE DELIVERY DATE.

5. B CONTAMINATED MEANS UNINTENDED PRESENCE OR INTRODUCTION OF CONTAMINANTS.

Colorado

The following language is added to the **General Provisions** section "**Insurance Policy**": Insurance Policy #2634.

Connecticut

The Coverage afforded by this Agreement is still available should the Term of the Agreement lapse while the Agreement Holder's Watercraft or accessory unit is in the custody of the Issuing Dealer or licensed repair facility for a covered repair. Extended Marine Protection Benefits, Service Assist is amended as follows: Any amount over the reimbursement limit would need to be paid by the Agreement Holder.

The following language is added to the **General Provisions** section "**Dispute Resolution - Arbitration**":

If the Obligor and the Agreement Holder are unable to resolve any disputes arising under this Agreement the State of Connecticut has established process to settle disputes arising from service contracts as outlined in R.C.S.A. §§ 42-260-1 to 5. If the Agreement Holder purchases this Agreement in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Agreement price, the cost of repair of the product and a copy of this Agreement.

The **Cancellation Provision** is amended as follows:

The sentence "The original Agreement Holder..." is revised to read: The original Agreement Holder may cancel this Agreement at any time for any reason.

The Agreement Holder may cancel this Agreement in the event the Vehicle is returned, sold, lost, stolen or destroyed.

District of Columbia

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation. The notice shall state the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is: nonpayment of the Agreement Price, fraud or material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

The use of non-original manufacturer's parts is permitted.

Florida

Under **How to File a Claim, Agreement Holder's Guidelines** A is amended as follows:

The thirty (30) day time period for returning a Watercraft or accessory unit to an authorized licensed repair facility after a failure is replaced with ninety (90) days.

Under **How to File a Claim, Agreement Holder's Guidelines** and **Service Department Guidelines** are amended as follows: The thirty (30) day time period for filing a claim after a Mechanical Breakdown is replaced with ninety (90) days.

The **General Provisions** section "**Dispute Resolution – Arbitration**" is deleted in its entirety.

The **General Provisions** section "**Insurance Policy**" is amended as follows:

The sentence "This Agreement is not an insurance contract." is deleted in its entirety.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within sixty (60) days of the Agreement Effective Date, a 100% refund of the Agreement price will be made less any claims paid. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer, Administrator or Obligor. If the Agreement Holder cancels this Agreement after sixty (60) days, a 90% refund of the unearned pro-rata premium will be made, less any claims paid.

The Obligor may cancel this Agreement for any reason within sixty (60) days of the Agreement Effective Date. After sixty (60) days, the Obligor may cancel this Agreement for the following reasons only: 1) Material misrepresentation or fraud by the Agreement Holder at the time of sale; 2) Failure of the Agreement Holder to maintain the watercraft as prescribed by the manufacturer; 3) Nonpayment of premium by the Agreement Holder; 4) The odometer has been tampered with and the Agreement Holder has failed to repair the odometer. If the Obligor cancels this Agreement, the Obligor will mail the Agreement Holder written notice by certified mail at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. If the Obligor cancels this Agreement within sixty (60) days of the Agreement Effective Date, a 100% refund of the gross premium will be made less any claims paid on the Agreement.

Special State Requirement/Disclaimers

After sixty (60) days, a pro-rata refund of the unused time will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata premium less any claims paid on this Agreement; 4.) the odometer has been tampered with or disabled and the Agreement Holder has failed to repair the odometer.

The **Transfer Provision** section is deleted in its entirety and replaced with the following:

All of the benefits of this Agreement can be transferred one time, from the first owner of the Agreement to the second owner of the Watercraft. The second Watercraft owner must submit a transfer form, a copy of the bill of sale showing the sale date and payment of \$40 in US funds only to the Administrator within thirty (30) days of the change in ownership of the Watercraft. Incomplete forms will not be processed and the Agreement will be void. No transfer is valid until received and accepted by the Administrator. This Agreement may not be transferred to any entity in the business of selling or leasing Watercrafts. Transferred Agreements are non-cancelable. The transfer form can be obtained from the Administrator by calling 800-950-3808.

Transferred Agreements do not qualify for a refund.

Reimbursement Provision is amended to include: **Re-manufactured replacement parts may be used when available.**

Georgia

The **General Provisions** section **“Dispute Resolution – Arbitration”** is deleted in its entirety.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date a 100% refund of the Agreement price will be made. After thirty (30) days the refund will be calculated based upon 90% of the unearned pro-rata premium less all claims paid.

If the Obligor cancels this Agreement, the Obligor will mail the Agreement Holder written notice at least thirty (30) days prior to the effective date of cancellation for fraud, material misrepresentation and if the Agreement Holder does not pay the Agreement price. In the event the Obligor exercises their right of cancellation, the refunds will be calculated based upon 100% of the unearned pro-rata premium, less any claims paid.

Should the Obligor fail to refund the unearned consideration, the Agreement Holder has the right to receive the refund directly from Virginia Surety Company, Inc. This Agreement shall be non-cancelable by the Obligor except for fraud, material misrepresentation or failure to pay the Agreement price.

The **What Is Not Covered** section is amended by deleting:

“7. C. A Mechanical Breakdown existed prior to, or was caused by a condition which existed prior to the Agreement Effective Date.”

7 A. is deleted and replaced with: A. ANY COMPONENT(S) ALTERED OR MODIFIED BY THE AGREEMENT HOLDER TO WITH THE AGREEMENT HOLDER’S KNOWLEDGE AFTER THE AGREEMENT EFFECTIVE DATE.

Hawaii

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation.

This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

The use of non-original manufacturer’s parts is permitted.

Idaho

Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

Under **How to File a Claim, Agreement Holder’s Guidelines** is added:

D. In the event that a Mechanical Breakdown occurs when the Administrator’s offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

Indiana

The **General Provisions** section **“Dispute Resolution – Arbitration”** is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where you reside.

This Agreement is not subject to the Indiana Insurance Law.

The Agreement Holder’s proof of payment to the Obligor of this Agreement shall be considered proof of payment to Virginia Surety Company, Inc., which guarantees the obligation of Virginia Surety Company, Inc to the Agreement Holder, providing such insurance was in effect at the time this Agreement was purchased.

Special State Requirement/Disclaimers

Iowa

The Agreement Holder can contact the Administrator at 800-950-3808 for questions concerning a claim and/or obtaining prior authorization for repairs.

This Agreement is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

If the Agreement Holder has questions regarding the Agreement, the Agreement Holder may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315-1000.

Under **How to File a Claim, Agreement Holder’s Guidelines** is added:

D. In the event that a Mechanical Breakdown occurs when the Administrator’s offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

The **Cancellation Provision** is amended as follows:

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice at least fifteen (15) days prior to cancellation. This notice shall state the effective date of and reason for cancellation.

The notice shall state the effective date and the reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use. If the Agreement Holder cancels this Agreement, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Agreement to the Issuing Dealer.

Louisiana

This Agreement is not regulated by the Department of Insurance. Any concerns or complaints regarding this Agreement may be directed to the Attorney General.

Under **How to File a Claim, Agreement Holder’s Guidelines** is added:

D. In the event that a Mechanical Breakdown occurs when the Administrator’s offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation. If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen (15) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

Massachusetts

NOTICE TO PURCHASER: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER’S OR SELLER’S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS AGREEMENT.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

Maine

The **General Provisions** section **“Dispute Resolution – Arbitration”** is deleted in its entirety.

Under **How to File a Claim, Agreement Holder’s Guidelines** is added:

D. In the event that a Mechanical Breakdown occurs when the Administrator’s offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation. If this Agreement is cancelled within thirty (30) days, the refund will include any applicable sales tax. If the Agreement Holder cancels this Agreement after thirty (30) days the refund will be calculated based upon 100% of the unearned pro-rata premium, less all claims paid. If the Obligor cancels this Agreement, the Agreement Holder will receive written notice at least fifteen (15) days prior to cancellation. This notice shall state the effective date and reason for cancellation.

The use of non-original manufacturer’s parts is permitted.

Special State Requirement/Disclaimers

Maryland

This Agreement is extended automatically when the provider fails to perform the services under the Agreement. The Agreement does not terminate until the services are provided in accordance with the terms of the Agreement.

The Definition section, "Mechanical Breakdown" is amended as follows: The failure of a listed covered component to perform that function for which it was designed, due to defects in material or the faulty workmanship in its manufacturing. Breakdown includes the gradual reduction in operating performance caused by wear or pre-mature wear, when a failure has not occurred. At the Obligor option, replacement parts used in covered repairs may include new, re-manufactured or non-original equipment manufactured parts.

The **What is Not Covered** section is amended by deleting:

S.A WEAR, WORN COMPONENTS, AGED COMPONENTS, GROOVED SEAL AND SHAFT SURFACES, LOOSE STEERING ARM, LOOSE GIMBAL RINGS, LOOSE COMPONENTS, ANY REDUCTION IN OPERATING PERFORMANCE UNLESS THE WEAR UPGRADE WAS PURCHASED.

The **Additional Approved Claim Reimbursement** section is amended as follows: "**Diagnostic/Tear-down Time Charges**" is deleted and replaced with the following: Only qualify for reimbursement if the repairs are covered under this Agreement.

The **General Provisions** section "**Dispute Resolution – Arbitration**" is amended as follows: All references to Illinois are changed to Maryland. If the Obligor breaches any of Our duties under this Agreement, the Agreement Holder may file an action in any court of competent jurisdiction.

The **General Provisions** section "**Insurance Policy**" is amended as follows:

In the event the Obligor ceases to operate, is bankrupt or otherwise financially impaired or the Agreement Holder's valid claim or cancellation refund is not paid within sixty (60) days after proof of loss or cancellation has been filed, the Agreement Holder may file a direct claim with Virginia Surety Company, Inc. P.O. Box 802746, Chicago, Illinois 60680-2747

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

Michigan

If performance under this Agreement is interrupted because of a strike or work stoppage at the Selling Store or Repair Facility, the Agreement Term shall be extended for the period of the strike or work stoppage.

Minnesota

The **General Provisions** section "**Dispute Resolution – Arbitration**" is amended as follows: Any arbitration shall take place in the state where You reside or at any other place agreed to in writing by the Agreement Holder and Obligor.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement, a ten (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation. If the Obligor cancels this Agreement, the Agreement Holder will receive written notice at least fifteen (15) days prior to cancellation. This notice shall state the effective date and reason for cancellation. If the reason for cancellation is nonpayment of the Agreement Price, a material misrepresentation by the Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use, This notice will be sent five (5) days prior to cancellation.

Missouri

The Definition section "Obligor" is amended to change the term "Obligor" to "Provider."

Under **How to File a Claim, Agreement Holder's Guidelines** is added:

D. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Provider cancels this Agreement, the Agreement Holder will receive written notice forty-five (45) days prior to cancellation.

A claim against the Provider may include a claim for return of the unearned Provider fee.

The use of non-original manufacturer's parts is permitted.

Special State Requirement/Disclaimers

Montana

If the Provider cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

The use of non-original manufacturer's parts is permitted.

Nevada

The following is added to this Agreement:

The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted.

The transfer fee in Nevada is \$25.

In the event you are not satisfied with the manner in which we are handling the claim, you may file a complaint with the Nevada Division of Insurance by calling 888-872-3234.

The **What is Not Covered** section 7 A is deleted and replaced with: **A. DAMAGE TO OTHERWISE COVERED COMPONENT(S) RESULTING FROM ANY COMPONENT(S) THAT IS ALTERED OR MODIFIED AFTER THE AGREEMENT EFFECTIVE DATE. However, if the Watercraft is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement.**

C. is deleted and replaced with **C. A MECHANICAL BREAKDOWN EXISTED PRIOR TO, OR WAS CAUSED BY, A CONDITION WHICH EXISTED PRIOR TO THE DELIVERY DATE KNOWN BY THE AGREEMENT HOLDER.**

The **General Provisions** section "**Dispute Resolution – Arbitration**" is amended as follows: All references to Illinois are replaced with Nevada.

The **Cancellation Provision** is deleted and replaced with the following:

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement price will be made. If the Agreement Holder cancels this Agreement, within thirty (30) days a ten percent (10%) penalty for each thirty (30) day period or portion thereof shall be added to a refund that is not made within forty-five (45) days of cancellation. After thirty (30) days or if a claim has been incurred, the refund will be calculated based upon 100% of the unearned pro-rata premium.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen (15) days prior to cancellation.

The Obligor may cancel this Agreement for any reason within seventy (70) days of the Agreement Effective Date. After seventy (70) days, the Obligor may cancel this Agreement:

- If the Agreement Holder does not pay the Agreement price;
- If the Agreement Holder is convicted of a crime that results in an increase in the risk covered under this Agreement;
- If there has been a material misrepresentation or fraud by Agreement Holder at the time of sale of this Agreement or when filing a claim under this Agreement; or
- If the Obligor discovers an act of omission by the Agreement Holder, or a violation by the Agreement Holder of any terms or conditions of this Agreement, after the Agreement Effective Date, that substantially and materially increases the risk covered under this Agreement.
In the event the Obligor exercises their right of cancellation, at any time, the refund will be calculated based upon 100% of the unearned pro-rata Agreement Purchase Price.
- A material change in the nature or extent of the required service or repair which occurs after the Agreement Effective Date and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the Agreement was issued or sold.

The lien holder will be named on the refund check when financing has been provided for the purchase of the Agreement.

The lien holder will be the sole payee on the refund check if the cancellation is a result of repossession or total loss.

Transferred Agreements do not qualify for a refund. All refunds will be handled by the Issuing Dealer.

Special State Requirement/Disclaimers

New Hampshire

The following wording is added:

In the event the Agreement Holder does not receive satisfaction under this Agreement, the Agreement Holder may contact the New Hampshire Insurance Department:

New Hampshire Insurance Department
21 South Fruit St., Suite 14, Concord, NH 03301
Phone: 603-271-2261

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with:

**Consumer Program Administrators, Inc., d.b.a. Consumer Warranty Program Administrators,
P.O. Box 802746, Chicago, Illinois 60680-2747**

The following language is added to the **General Provisions** section “**Dispute Resolution – Arbitration:**”

All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542.

The General provisions section “Insurance Policy” is deleted and replaced with:

This Agreement is not an insurance contract. The obligations of the Obligor under this Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., P.O. Box 802746, Chicago, Illinois 60680-2747. In the event the Obligor fails to pay or provide service, ceases to operate, is bankrupt or otherwise financially impaired or the Agreement Holder’s valid claim is not paid within sixty (60) days after proof of loss has been filed, the Agreement Holder may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 800-209-6206.

The Cancellation Provision is amended as follows:

References to “less all claims paid” are deleted.

New Jersey

The following is added to this Agreement:

The use of refurbished, reconditioned, or non-original manufacturer’s parts is permitted.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Provider cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation.

This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation or omission by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

New Mexico

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty for each thirty (30) day period or portion thereof shall be added to a refund that is not made within sixty (60) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen (15) days prior to cancellation.

The Obligor may cancel this Agreement for any reason within the first seventy (70) days of the Agreement Effective Date. After seventy (70) days, the Obligor may cancel this Agreement:

- If the Agreement Holder does not pay the Agreement price;
- If the Agreement Holder is convicted of a crime that results in an increase in the risk covered under this Agreement;
- If there has been a material misrepresentation or fraud at the time of sale of this Agreement or when filing a claim under this Agreement; or
- If the Obligor discovers an act of omission by the Agreement Holder, or a violation by the Agreement Holder of any terms or conditions of this Agreement, after the Agreement Effective Date, that substantially and materially increases the risk covered under this Agreement.

The use of non-original manufacturer’s parts is permitted.

Special State Requirement/Disclaimers

New York

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen (15) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

The use of non-original manufacturer’s parts is permitted.

North Carolina

The **Cancellation Provision** is amended as follows:

This Agreement shall be non-cancelable by the Obligor except in the case of nonpayment by the Agreement Holder or a violation of the Agreement by the Agreement Holder.

Oklahoma

The **General Provisions** section “**Dispute Resolution – Arbitration**” is deleted in its entirety.

Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.

This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

The following wording is added:

This Agreement is not issued by the manufacturer or a wholesale company marketing the product.

This Agreement will not be honored by such manufacturer or wholesale company.

The **Cancellation Provision** is deleted in its entirety and replaced with:

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels this Agreement, the refund will be calculated based upon 90% of the unearned pro-rata provider fee less all claims paid. In the event the Obligor exercises their right of cancellation, at anytime, the refund will be calculated based upon 100% of the unearned pro-rata provider fee. The lien holder will be named on the refund check when financing has been provided for the purchase of the Agreement. The lien holder will be the sole payee on the refund check if the cancellation is a result of repossession or total loss.

All refunds will be handled by the Issuing Dealer.

Oregon

Under **How to File a Claim, Agreement Holder’s Guidelines** is added:

D. In the event that a Mechanical Breakdown occurs when the Administrators offices are closed, the Agreement Holder may initiate the repair(s) prior to the Administrator’s authorization. However, the Agreement Holder must notify the Administrator as soon as possible when the Administrator’s office opens. The Administrator will only reimburse the costs if the Agreement Holder complies with the Administrator’s documentation requirements and the repair arose from a Mechanical Breakdown covered under the terms and conditions of the Agreement.

The **General Provisions** section “**Dispute Resolution - Arbitration**” is deleted in its entirety.

South Carolina

In the event of a dispute with the Obligor of this Agreement, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen (15) days prior to cancellation. This notice must state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation or omission by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

The use of non-original manufacturer’s parts is permitted.

Special State Requirement/Disclaimers

Texas

The Administrator is Brunswick Product Protection Corporation, Texas Provider #192.

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with:

**Consumer Program Administrators, Inc.,
d.b.a. The Administrators of Consumer Programs
P.O. Box 802746, Chicago, Illinois 60680-2747**

If the Agreement Holder has any complaints or questions concerning the regulation of this Agreement you may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 800-803-9202 (within TX only).

The **Insurance Policy** provision is deleted and replaced with the following:

This Agreement is not an insurance contract. The obligations under this Contract are insured by a policy of insurance issued by Virginia Surety Company, Inc., P.O. Box 802746, Chicago, Illinois 60680-2747. In the event any covered service is not provided to the Agreement Holder by the Obligor before the 61st day after the proof of loss has been filed, or if a refund or credit is not paid before the 46th day after the date on which the contract is canceled; the Agreement Holder may apply directly to Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 800-209-6206.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation. If the Obligor cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation. This notice must state the effective date and the reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, fraud or material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

Utah

The following wording is added:

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

Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association.

Under **How to File a Claim, Agreement Holder's Guidelines** is added:

D. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

The **How to File a Claim** section is also amended as follows:

Utah residents are not limited to filing claims within thirty (30) days for reimbursement consideration.

The sentence "Claims submitted after..." is deleted in its entirety and replaced by the following: If a Mechanical Breakdown occurred within the Term of the Agreement and the claim was not submitted until after the expiration date of the Agreement, the claim will be eligible for coverage under this program.

The **General Provisions** section "**Dispute Resolution – Arbitration**" is deleted in its entirety and replaced with the following:

Any matter in dispute between the Agreement Holder and the Obligor may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the Obligor. Any decision reached by arbitration shall be binding upon both the Agreement Holder and the Obligor.

The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

The **General Provisions** section "**Insurance Policy**" is deleted in its entirety and replaced with the following:

This Agreement is not an insurance contract. The obligations of the Obligor under this Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., P.O. Box 802746, Chicago, Illinois 60680-2747. In the event the Obligor ceases to operate, is bankrupt or otherwise financially impaired or any Agreement Holder's claim is not paid within sixty (60) days after proof of loss has been filed, the Agreement Holder may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 800-209-6206.

The **Cancellation Provision** is amended as follows:

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice ten (10) days prior to cancellation for non-payment of the Agreement Price and thirty (30) days prior to cancellation for any other acceptable reason.

The Obligor may cancel this Agreement at any time for any of the reasons listed below:

- If the Agreement Holder does not pay the Agreement price;
- For material misrepresentation;
- For substantial changes in the risk assumed, unless the insurer reasonably has foreseen the change or contemplated the risk when entering into the contract; or

Special State Requirement/Disclaimers

- For substantial breaches in contractual duties, conditions or warranties.

The What Is Not Covered section 7 A is deleted and replaced with: C. is deleted and replaced with

C. A MECHANICAL BREAKDOWN EXISTED PRIOR TO, OR WAS CAUSED BY, A CONDITION WHICH EXISTED PRIOR TO THE DELIVERY DATE KNOWN BY THE AGREEMENT HOLDER.

The use of non-original manufacturer's parts is permitted.

Vermont

The "**Dispute Resolution – Arbitration Provision**" is amended as follows: All references to Illinois are changed to Vermont. The **General Provisions** section "**Insurance Policy**" is amended as follows:

In such event, Virginia Surety Company, Inc. shall pay on behalf of the Obligor any sums the Obligor is legally obligated to pay and shall provide the service which the Obligor is legally obligated to perform under the service contracts issued or sold by the Obligor.

Virginia

If any promise made in this Agreement has been denied or has not been honored within 60 days after the Agreement Holder's request, the Agreement Holder may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington

The **Agreement Holder's Responsibilities** is deleted and replaced with:

The Agreement Holder's Watercraft should be serviced in accordance with the recommendations in the owner's manual.

These regular services are essential to ensure the proper operation of the Agreement Holder's Watercraft:

1. The Agreement Holder must have the Watercraft or accessory unit serviced as specified by the OEM, to include all maintenance and off-season storage procedures as listed in the OEM owner/operator manual. Diesel air cleaners, turbo chargers and fuel injectors must be maintained per the OEM's minimum standards. Receipts showing dates and services performed and/or materials purchased must be retained and furnished to the repair facility/service department and the Administrator in the event of a claim. Any OEM updates and/or modifications performed must be accompanied by the corresponding receipts.
2. Use only OEM recommended oils, filters, additives, grease and fuel.
3. Report all Mechanical Breakdowns to the Administrator within thirty (30) days of the date of failure.
4. Assume all costs/charges for items not covered or in excess of the Agreement Reimbursement Policy.
5. Replace bellows/boots per the OEM's specifications as regular maintenance of the unit.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement, a ten percent (10%) penalty shall be added to a refund that is not made within thirty (30) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice twenty-one (21) days prior to cancellation. This notice must state the effective date and the true and actual reason for cancellation

The **General Provisions** section "**Dispute Resolution – Arbitration**" is amended as follows: Nothing in the section headed 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this contract. All arbitrations will be held in the county in which You maintain Your permanent residence. All references to Illinois are changed to Washington.

The **General Provisions** section "**Insurance Policy**" is deleted in its entirety and replaced by the following: This

Agreement is not a contract of insurance. The obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor.

Under **How to File a Claim, Agreement Holder's Guidelines** is added:

D. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

Wisconsin

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

This Agreement is not a contract of insurance. This is an Agreement as regulated under Wisconsin Law and as referend in the Federal Public Law #93-637.

Under **How to File a Claim** and the **Agreement Holder's Guidelines G**, the paragraph is deleted in its entirety and replaced with the following:

All claims must be filed with the Administrator, in writing, prior to the expiration of the Agreement. Mechanical Breakdowns occurring after the expiration of the Agreement will not be honored. All claims must be submitted for payment to the Administrator as soon as reasonably possible.

Under **How to File a Claim** and the **Service Department Guidelines F**, the paragraph is deleted in its entirety and replaced with the following:

All claims must be filed with the Administrator, in writing, prior to the expiration of the Agreement. Mechanical Breakdowns occurring after the expiration of the Agreement will not be honored. All claims must be submitted for payment to the Administrator as soon as reasonably possible.

The **General Provisions** section "**Dispute Resolution – Arbitration**" is deleted in its entirety.

The **Cancellation Provision** is deleted in its entirety and replaced with the following:

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement price will be made. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation. After thirty (30) days, or if a claim has been incurred, the refund will be calculated based upon 100% of the unearned pro-rata provider fee, less any claims paid.

In the event the Obligor exercises their right of cancellation, at anytime, the refund will be calculated based upon 100% of the unearned pro-rata provider fee. If the Obligor cancels this Agreement, the Agreement Holder will receive written notice at least five (5) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. The Obligor may cancel this Agreement:

- If there has been a material misrepresentation by the Agreement Holder;
- For substantial breach of duties by the Agreement Holder relating to the use of the covered Watercraft; or
- If Agreement Holder does not pay the Agreement price.

The lien holder will be named on the refund check when financing has been provided for the purchase of the Agreement. The lien holder will be the sole payee on the refund check if the cancellation is a result of repossession or total loss. In the event Your Watercraft is declared a total loss, You may cancel the Service Contract and receive a pro-rata refund of the Agreement price, less any claims paid. Under the **General Provisions** section, the **Agreement Holder's Responsibilities**, 3 sentence is deleted in its entirety and replaced with the following:

Report all covered Mechanical Breakdowns to the Administrator as soon as reasonably possible.

The use of non-original manufacturer's parts is permitted.

Wyoming

The **General Provisions** section "**Dispute Resolution – Arbitration**" is deleted in its entirety.

The **Cancellation Provision** is amended as follows:

A ten percent (10%) penalty per month shall be added to the Agreement Holder's refund that is not made within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice ten (10) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement price, material misrepresentation by Agreement holder, or a substantial breach of duties by the Agreement Holder, relating to the Watercraft or its use.

The use of non-original manufacturer's parts is permitted.

BRUNSWICK
 Product Protection
Preserving The Dream