

# Marine Coverage Booklet

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This Contract is between you and us and applies only to the Boat and/or Engine(s) as identified on the Registration Page associated with this Coverage Booklet and only if you have paid the Total Purchase Price to obtain the Coverage selected. You may contact us by mail at P.O. Box 790 Deerfield, IL 60015-0790, or by phone at 800-323-5771. This Contract was issued through a service contract program under which the Seller has discretion to establish selling prices which the Seller reports to us.

### **A. Definitions**

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Coverage Booklet, they refer to the specific Boat and/or Engine(s), person, date or other item that has been entered into the associated box on the Registration Page.

**Covered Part(s)** means one or more of the parts or components identified as subject to coverage in Section E (Coverage) for the Coverage selected and not specifically excluded in Section H (Exclusions and Other Coverage Limitations).

**Covered Repair** means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation greater than zero dollars under this Contract.

**Mechanical Breakdown** means the failure of one or more parts to perform the function for which they were designed due to defects, faulty workmanship in the manufacturing process, or normal wear and tear.

**Registration Page** means the numbered page, which is the first part of this Contract containing information about this Contract, you and the Boat and Engine(s).

**Repair Facility** means any licensed repair facility operated by the Seller or an independent provider.

**Road Hazard** means a condition on a public highway or roadway while driving in a legal manner which should not exist, such as potholes, rocks, nails, metal components, wood debris, plastic, glass and other objects, or any item causing tire and/or wheel damage other than normal wear and tear and collision such as a cut, snag, bruise, tear or puncture.

**You** and **your** refer to the Contract Holder(s) as named on the Registration Page or the person(s) to whom this Contract was properly transferred.

**We, us** and **our** refer to the administrator, service provider and obligor.

### **B. When Coverage Begins and Ends**

Coverage under this Contract begins at 12:01 AM (your local time) on the Contract Purchase Date and ends when the Contract expires or is cancelled under the provisions of Section L (Contract Cancellation). Contract expiration varies by Plan and is determined by adding the Term Months indicated on the Registration Page to the appropriate measurement date for your Plan, as described below.

**New Plan:** This Contract expires as soon as Term Months are exceeded as measured from the Manufacturer's Warranty Start Date. Example: If you purchase a 60 month New Plan, this Contract will expire 60 months after the Manufacturer's Warranty Start Date.

**Pre-owned Plan, Post Sale Plan and Renewal Plan:** This Contract expires as soon as the Term Months are exceeded as measured from the Contract Purchase Date. Example: If you purchase a 36 month Pre-Owned, Post Sale or Renewal Plan, this Contract will expire 36 months from the Contract Purchase Date.

### **C. Deductible**

**Each time there is a Covered Repair, you must pay the amount of the Deductible.** The Deductible will be reduced by fifty percent (50%) whenever the Seller performs a Covered Repair. If you select another Repair Facility, you must pay the full Deductible. If no Deductible is indicated on the Registration Page, your Deductible will be \$100. The Deductible does not apply to the additional benefits described in Section G (Additional Benefits).

### **D. Your Responsibilities**

**You must obtain preauthorization from us before any repairs are made to the Boat and/or Engine(s). You have the responsibility to properly maintain the Boat and/or Engine(s) as recommended by the manufacturer, to follow the manufacturer's storage recommendations when the Boat and/or Engine(s) are stored for six months or more at a time, to reasonably protect the Boat and/or Engine(s) from further damage when one or more parts fail, to maintain records of routine Boat and/or Engine(s) maintenance performed by you or others, to follow the procedures for reporting a Mechanical Breakdown claim or requesting additional benefits as described in this Contract, and to cooperate fully with our reasonable requests to examine maintenance records, inspect the Boat and/or Engine(s), or establish ownership of the Boat and/or Engine(s) in the event you report a Mechanical Breakdown claim or request additional benefits. Maintenance records generally include a detailed log of maintenance you perform and receipts for purchases of services provided by others and parts and supplies used by you or others in performing maintenance services. You must use only manufacturer recommended oils, filters, additives, grease and proper octane rated fuel and ethanol blends.**

### **E. Coverage**

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace a Covered Part if the repair or replacement is required as a result of a Mechanical Breakdown occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our preauthorization and reimbursement decisions:

- 1. The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Boat and/or Engine(s).**
2. We will not pay for expenses that exceed the manufacturer's suggested retail price or the Repair Facility's posted hourly labor rate multiplied by the appropriate operation time, as published in a nationally-recognized labor time guide.
3. We will not reimburse you for a Mechanical Breakdown that is covered under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, regardless of whether the third party honors its coverage obligation. We will, however, pay up to \$100 of any third party deductible you must pay and the excess over such third party coverage.

We reserve the right to inspect the Boat and/or Engine(s) and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Coverage is limited to the Boat and/or Engine parts and other items described below for the Coverage selected and paid for, as indicated on the Registration Page.

### **Enhanced Engine Coverage (Component Groups 1 – 19)**

- 1. Engines (including electric outboard):** Electric outboard motor assembly \* engine head(s), engine block and/or cylinder barrels, only if damaged by the failure of an internally lubricated Covered Part \* all internally lubricated parts including pistons, piston rings and pins, main bearings and rod bearings \* cylinder head bolts \* main bearing bolts \* rod bolts \* rocker arms \* crankshaft \* connecting rods \* camshaft \* camshaft bearings \* valves \* valve springs \* push rods \* lifters \* guides and seats \* rocker arms \* oil pump \* valve cover(s) \* oil pan \* engine oil cooler \* harmonic balancer \* intake manifold \* reeds and reed blocks \* engine mounts \* distributor housing, shafts, and bearings \* engine water coolant circulating pump \* coolant heat exchanger \* thermostat \* exhaust metering valve, springs, and diaphragm \* timing chain, gears and/or belt \* flywheel \* seals and gaskets within component group.
- 2. Diesel Engines Only:** Air intake housing \* oil cooler housing \* oil filter housing \* flywheel housing \* pump drive gears \* front covers \* idler gears \* balancing cover housing \* all internally lubricated parts located within the turbocharger, housing, and wastegate actuator.
- 3. Electrical:** Alternator/stator \* voltage regulator/rectifier \* engine mounted terminal blocks \* engine mounted wiring harness \* manufacturer recommended ignition switch \* starter motor, solenoid, and starter drive \* LCD gauge assembly \* electric choke solenoid.
- 4. Fuel Delivery:** Fuel delivery pump (mechanical/diaphragm) \* carburetor body \* air box (silencer) \* electric choke solenoid (enricher) \* electronic fuel injector delivery pumps (high and low pressure) \* fuel injectors \* fuel rails \* fuel distributors \* ECU module \* throttle position sensor \* manifold air temperature sender \* idle speed control \* mass air flow sensor \* coolant sensor \* O2 sensors \* exhaust temperature sender \* fuel pump diaphragm \* flame arrestor \* detonation/knock sensor \* ignition pickup sensor \* seals and gaskets within component group.
- 5. Filters, Fluids, Lubricants, and Taxes:** Filters, fluids, lubricants and taxes required to complete a Covered Repair for any Covered Part listed above.
- 6. Lower Unit:** Internally lubricated parts within the gear case including: forward gear \* reverse gear \* pinion gear \* clutch dog \* dog pin \* cam follower \* prop shaft \* drive shaft \* bearing carriers \* bearings \* shims \* **gear housing only if damaged by the failure of an internally lubricated Covered Part** \* seals and gaskets within component group.
- 7. Oil Injection System:** Oil injection pump \* oil pump drive gear \* oil pump drive shaft \* oil tank \* oil tank cap \* oil level sensors \* oil level warning horn and lights \* oil injection lines \* oil injection check valves \* oil injection metering system.

8. **Jet Drive:** Internally lubricated parts contained within the pump housing including: drive shafts \* shaft bearings \* shaft coupler \* flex disc \* VTS motor \* VTS box \* VTS shafts \* VTS gauge and switch (**excluding jet impellers**) \* **housing only if damaged by the failure of an internally lubricated Covered Part** \* seals and gaskets within component group.
9. **Ignition:** Power pack/switch box \* amplifier \* ignition trigger coil \* ignition module \* ignition high output coil \* spark plug wires \* shift interrupter switch and rev limiter.
10. **Multi-Function Instrumentation (manufacturer or seller installed only):** Digital multi-function gauges \* cluster control unit/display module \* power hub \* consolidator hub \* EMM harness \* power supply harness and data harness.
11. **Power Trim and/or Tilt:** Trim and/or tilt motor \* trim cylinders \* cylinder rams \* cylinder mounts and pivots \* trim motor actuator solenoids \* control valves \* reverse lock valve \* pump \* trim and/or tilt wiring harness \* trim and/or tilt master control switches \* trim limit switch \* trim position sender \* manual trim cylinder \* manual trim cable \* seals and gaskets within component group.
12. **Manual Steering (main station only, excluding cables):** Control helm assembly \* control rack and yoke assembly \* power steering pump \* power steering cylinder \* steering wheel \* steering wheel mounting hub \* Jet Drive components: column U-joints, steering gate, rudder, nozzle and pulleys \* seals and gaskets within component group.
13. **Hydraulic Steering (main station only, excluding cables):** Hydraulic steering head \* hydraulic steering lines \* hydraulic steering cylinder \* hydraulic steering flow valves \* steering yoke \* seals and gaskets within component group.
14. **Controls (main station only):** Manual and electronic shift and/or throttle control box parts including: cams \* eccentrics \* shafts \* pivots \* bushings \* housing \* control arms/levers and knobs \* start/stop button (tether) \* neutral safety switch and ignition switch. Shift control cable \* throttle control cables \* shift and throttle micro switches \* potentiometer \* control panel and wire harness.
15. **Transmission:** Internally lubricated parts contained within the transmission including: clutch plates \* thrust plates \* planetary gears \* shift bands \* clutch drums \* reduction gears \* bearings \* shafts \* bearing carriers \* hydraulic pumps \* valve bodies \* hydraulic pistons \* transmission mounts and oil pan \* **transmission case only if damaged by the failure of an internally lubricated Covered Part** \* seals and gaskets within component group.
16. **V-Drive:** Internally lubricated parts contained within the V-drive case including: bevel gears \* bearings \* shafts \* shims \* bearing carriers \* **V-drive case only if damaged by the failure of an internally lubricated Covered Part** \* seals and gaskets within component group.
17. **Stern Drive Upper Housing:** Internally lubricated parts contained within the upper housing including: upper drive gears set \* clutch packs/dogs/cones \* shift cams \* bearings \* shims \* bearing carriers \* upper drive shaft \* **upper case housing only if damaged by the failure of an internally lubricated Covered Part** \* seals and gaskets within component group.
18. **Stern Drive Lower Unit:** Internally lubricated parts within the gear case

including: forward gear \* reverse gear \* pinion gear \* clutch dog \* dog pin \* cam follower \* prop shaft \* lower drive shaft \* shift shaft \* bearing carriers \* bearings \* shims \* **gear housing only if damaged by the failure of an internally lubricated Covered Part** \* seals and gaskets within a component group.

- 19. Transom Assembly:** Intermediate shaft \* bearings \* U-joints \* center yoke \* drive yoke \* gimbal bearings \* steering yoke \* engine coupler \* **transom shield/gimbal housing only if damaged by the failure of an internally lubricated Covered Part** \* seals and gaskets within component group.

### **Platinum Engine Coverage (Component Groups 1–20)**

- 20.** In addition to the components listed in Component Groups 1-19, **Platinum Engine Coverage will cover any component related to but not specifically named in Component Groups 1-19**, including but not limited to Joystick controls (**excluding computer controls**) \* Opti-Max air injector and compressor \* sea water pump (**excluding impeller**) \* thermostats \* nuts \* screws \* bolts \* oil pressure senders \* fuel pressure senders \* oil tank monitor \* water pressure senders \* fuel/water separators (**excluding filters**) \* steering oil cooler \* transmission oil cooler \* V-Drive oil cooler (**excluding water entry**).

### **Accessory Package Coverage (Component Groups 21-28)**

**Any one or more of the following Accessory Package Coverages if selected and paid for on the Contract Purchase Date as indicated on the Registration Page.**

#### **21. Bass Fishing Accessory Package:**

**Electrical Trolling Motor (one unit only):** Armature \* fields \* brushes \* wiring harness \* control cables \* foot control unit and switches \* **planetary/armature housing if damaged by any of the parts listed above.**

**12V/24V Electrical:** Battery charger/converter.

**Fish Finder(s) (up to a maximum of three manufacturer or seller installed units only):** Fish finder \* transducer \* speed and temperature sensors \* mounting brackets \* control cable \* GPS \* GPSMAP receiver.

#### **22. Trophy Fishing Accessory Package:**

**Anchor (excluding lines, post, rope, cable or chain):** Winch \* guides \* shallow water electric \* hydraulic anchor.

**Battery Charger (manufacturer or seller installed only):** Battery charger.

**Boat Electrical:** Voltmeter \* battery main switch \* battery isolator \* battery selector switch \* battery box \* fuse block/fuse holders \* chart light \* electric horn \* windshield wiper motor \* transom light \* bow light \* docking lights \* bilge pump motor and switches \* wash down pump and switches \* 12V switch panel and switches.

**Controls (main station only):** Manual and electronic shift and/or throttle control box parts, including: cams \* eccentrics \* shafts \* pivots \* bushings \* housing \* control arms/levers and knobs \* start/stop button (tether) \* neutral safety switch. Shift control cable \* throttle control cables \* shift and throttle

micro switches \* potentiometer \* control panel and wire harness.

**Compass:** Compass head \* mounting brackets (**manual model only**).

**Downriggers (excluding weights, cables and pulleys):** Frame \* winch \* brake \* crank \* mounting brackets \* swivel mount \* electric motor \* switches and wire harness.

**Electrical Trolling Motor (manufacturer or seller installed, one unit only):** Armature \* fields \* brushes \* wiring harness \* control cables \* control board \* auto pilot system \* foot control unit and switches \* planetary/armature housing if damaged by any of the parts listed above.

**Fish Finders (up to a maximum of three manufacturer or seller installed units only):** Fish finder \* transducer \* triducer speed and temperature sensors \* mounting brackets \* control cable \* GPS \* GPSMAP receiver.

**Hardware:** Deck rails \* grab rails \* bow eyes \* rope cleats \* anchor chocks \* cockpit steps \* rod holders \* top slides \* door hinges and latches \* deck plates \* storage cover sockets and supports \* bimini top bows and hardware (**excluding vinyl and canvas**) \* windshield frame, mounting hardware and hinges (**excluding glass**).

**Hydraulic Steering (main station only, excluding cables):** Hydraulic steering head \* hydraulic steering lines \* hydraulic steering cylinder \* hydraulic steering flow valves \* steering yoke \* seals and gaskets within component group.

**Instrument Panel (manufacturer or seller installed only):** Tachometer \* speedometer \* volt gauge \* hour meter \* oil pressure gauge \* trim gauge \* fuel gauge \* temperature gauge \* digital multi-function gauges \* power hub \* consolidator hub \* EMM harness \* power supply harness and data harness.

**Lake Water Temperature Gauge:** Temperature gauge \* temperature sensor \* control cable (**hull mounted only**).

**Live Well/Bait Well (manufacturer or seller installed only):** Fill/main pump \* aerator pump and switches \* bait well pump and switches \* manual valves.

**Manual Steering (main station only, excluding cables):** Control helm assembly \* control rack and yoke assembly \* power steering pump \* power steering cylinder \* steering wheel \* steering wheel mounting hub \* seals and gaskets within component group.

**Planing System:** Pump \* trim cylinders \* planing plates \* controls \* planing actuator.

**Power Transom/Manual Transom (motor lift):** Motor brackets \* slides \* jack screws \* jack plate motor/transom lift motor \* cylinder \* control panel \* hydraulics \* switches.

**Stereo (manufacturer or seller installed only):** AM/FM radio \* CD/DVD player \* dash-mounted remote control panel \* transom-mounted remote control panel \* amplifier \* satellite radio tuner \* portable digital music player dock \* waterproof speakers.

## 23. Cruiser Fishing Accessory Package:

**12 Volt/24 Volt Electrical:** Battery charger/converter.

**Air Conditioner:** Compressor \* heat exchanger \* evaporator \* control panel \* thermostat.

**Anchor:** Winch \* electric windlass motor \* bow pulpit guide \* control panel.

**Appliances (manufacturer/built-in units only):** Refrigerator \* dishwasher \* range/cook top \* oven \* L.P. regulator \* clothes washer \* clothes dryer \* microwave \* ice maker.

**Auxiliary Generator (excluding removal or installation of generator):** Engine head(s), engine block and/or cylinder barrels, intake manifolds only if damaged beyond repair as a result of a Mechanical Breakdown of one of the Covered Parts below. **Engine:** the following internally lubricated parts contained within the block: pistons \* piston rings and pins \* main bearings and rod bearings \* crankshaft \* connecting rods \* camshaft \* camshaft bearings \* timing chain gears and/or belt \* rocker arm(s) \* valves \* valve springs \* guides and seats \* push rods \* lifters \* valve cover(s) \* harmonic balancer \* oil pan \* oil pump \* fuel pump.

**Auxiliary Generator Electrical (excluding generator engine electrical components and the removal or installation of generator):** Armature \* fields \* brushes \* end frame and housing \* generator mounted control panel \* rectifier.

**Bow Thrusters (manufacturer installed units only):** Electric motor \* wiring harness \* control panel.

**Compass:** Compass head \* mounting brackets.

**Controls (main station only):** Manual and electronic shift and/or throttle control box components including: cams \* eccentrics \* shafts \* pivots \* bushings \* housing \* control arms/levers and knobs \* start/stop button (tether) \* neutral safety switch. Shift control cable \* throttle control cables \* shift and throttle micro switches \* potentiometer \* control panel and wire harness.

**Depth Finder (one manufacturer or seller installed unit only):** Depth sounder \* transducer \* mounting brackets \* control cables.

**Dual Station/Tower Control Set:** Helm control \* steering wheel \* throttle/shift control box \* throttle and shift control cables.

**Electrical:** Battery main switch \* battery isolator \* battery selector switch \* battery box \* battery equalizer \* battery solenoid switches (12V and 24V) \* battery parallel start system \* fuse block/fuse holders \* chart light \* windshield wiper motor \* wiper controls \* bilge pump \* blower motor \* power vent \* transom light \* bow light \* docking lights \* 12 volt switch panel and switches.

**Electronic High Tech Package (manufacturer or seller installed units only):** Remote vessel monitoring system \* onboard security system \* onboard communication/intercom system \* satellite phone \* cell phone plug-ins \* telematic system \* satellite entertainment system \* MP3 player \* satellite radio system \* TV(s) \* VCR \* DVD \* digital remote controls (**for entertainment systems only**) \* 12V outlets \* 120V GFI outlets \* 50 amp electrical panel (AC/DC distribution panel and remote circuit breakers) \* engine synchronizer

\* galvanic isolator.

**Fresh Water System:** Water pump \* compressor \* faucets \* traps \* fittings and water lines.

**Hardware:** Deck rails \* grab rails \* bow eyes \* rope cleats \* anchor chocks \* cockpit steps \* top slides \* door hinges and latches \* deck plates \* storage cover sockets and supports \* bimini top bows and hardware (**excluding vinyl or canvas**) \* windshield frame, mounting hardware and hinges (**excluding glass**) \* BBQ grill burner, regulator, thermostat, thermocouple and burner valves.

**Heating Unit:** Heating elements \* control panel \* thermostat.

**High Tech Fishing Package (manufacturer or seller installed units only):** Fish box aerator \* fill pump \* timer and manual valves. Refrigerated fish box cooling system including: thermostat \* thermocouple \* cooling unit \* control panel and PC boards. Cockpit bait freezer including: thermostat \* thermocouple \* cooling unit \* control panel and PC boards. Fish box macerator system \* cockpit wash down pump \* manufacturer installed tuna tower \* hard top.

**Horns:** Air horns \* air horn compressor \* air solenoids \* control panel \* electrical horn and control.

**Hot Water System:** Thermostat \* relays \* water heater unit.

**Hydraulic Steering (main station only, excluding cables):** Hydraulic steering head \* hydraulic steering lines \* hydraulic steering cylinder \* hydraulic steering flow valves \* steering yoke \* seals and gaskets within component group.

**Inboard Drive Line:** Shaft \* stuffing box \* shaft log \* strut \* rudder \* rudder shaft \* rudder log \* steering arm \* steering cylinder \* hydraulic reservoir.

**Instrument Panel (manufacturer or seller installed units only):** Tachometer \* speedometer \* volt gauge \* hour meter \* oil pressure gauge \* trim gauge \* fuel gauge \* temperature gauge \* carbon monoxide detector \* fuel vapor detector \* digital multi-function gauges \* power hub \* consolidator hub \* EMM harness \* power supply harness and data harness.

**Interior Lighting:** Light switches \* light fixtures.

**Manual Steering (main station only, excluding cables):** Control helm assembly \* control rack and yoke assembly \* power steering pump \* power steering cylinder \* steering wheel \* steering wheel mounting hub \* seals and gaskets within component group.

**Navigation (manufacturer or seller installed only):** Radar \* GPS \* GPSMAP Receiver \* long range navigation system plotter \* long range navigation system antenna \* navigation system antenna \* auto pilot \* VHF Radio.

**Planing System:** Pump \* trim cylinders \* planing plates \* controls \* planing actuator.

**Remote Spotlight:** Control panel \* horizontal/vertical control motors \* light housing.

**Shore Power:** Onboard receptacle \* cap \* shore power main switch \* circuit panel \* circuit breakers.

**Stereo (manufacturer or seller installed only):** AM/FM radio \* CD/DVD player \* dash-mounted remote control panel \* transom-mounted remote control panel \* amplifier \* satellite radio tuner \* portable digital music player dock \* waterproof speakers.

**Waste System:** Toilet \* macerator \* sink(s) \* shower \* holding tanks \* gate valves \* traps and fittings.

**Watercraft Safety Package (manufacturer or seller installed only):** Halon fire extinguisher system \* fire suppression system \* smoke detector(s) \* high water alarm system \* engine alarm system (oil, water, transmission oil alarms) \* digital/LCD system monitor panel \* engine oil monitor/pump system (**diesel engines only**).

## **24. Ski Boat Accessory Package:**

**Anchor:** Electric anchors.

**Ballast and Variable Trim System:** Pump motor \* trim cylinders \* planing plates and switch (ballast and variable trim/TAPS systems) \* PVC fill pipe \* ballast tank \* ballast level sensors.

**Controls (main station only):** Manual and electronic shift and/or throttle control box components including: cams \* eccentrics \* shafts \* pivots \* bushings \* housing \* control arms/levers and knobs \* start/stop button (tether) \* neutral safety switch. Shift control cable \* throttle control cables \* shift and throttle micro switches \* potentiometer \* control panel and wire harness.

**Cruise Control:** Sensors \* cables \* modules \* paddle wheel \* pick-ups \* wire harness \* servo motor.

**Digital Depth Finder (one manufacturer or seller installed unit only):** Depth finder \* transducer \* triducer \* mounting brackets \* control cables \* GPS \* GPSMAP receiver.

**Electrical and Heating:** Cockpit heater \* halogen docking lights \* cellular phone plug-in \* bilge pump motor and switches.

**Fresh Water System:** Transom shower pump \* cockpit shower pump \* port-a-potty (**manufacturer installed only**) \* engine flush kit.

**Hydraulic Steering (main station only, excluding cables):** Hydraulic steering head \* hydraulic steering lines \* hydraulic steering cylinder \* hydraulic steering flow valves \* steering yoke \* seals and gaskets within component group.

**Instrument Panel (manufacturer or seller installed only):** Tachometer \* speedometer \* volt gauge \* hour meter \* oil pressure gauge \* trim gauge \* fuel gauge \* temperature gauge \* digital multi-function gauges \* power hub \* consolidator hub \* EMM harness \* power supply harness and data harness.

**Manual Steering (main station only, excluding cables):** Control helm assembly \* control rack and yoke assembly \* power steering pump \* power steering cylinder \* steering wheel \* steering wheel mounting hub \* seals and

gaskets of a Covered Part if defective.

**Planing System:** Pump \* trim cylinders \* planing plates \* controls \* planing actuator.

**Ski and Wakeboard Tower:** Ski tower (manufacturer mounted) \* barefoot pylon \* retractable/pop-up ski tow pylon \* ski tower lights (manufacturer installed) \* tower video camera (manufacturer installed) \* camera mounts and display (excluding wire harnesses) \* power tower movable parts \* surf wake tabs.

**Ski/Wakeboard Speedometer:** Rear-facing speedometer head.

**Stereo (manufacturer or seller installed only):** AM/FM radio \* CD/DVD player \* dash-mounted remote control panel \* transom-mounted remote control panel \* amplifier \* satellite radio tuner \* portable digital music player dock \* waterproof speakers.

**Wireless Communication System:** Remote boat monitoring system.

## 25. Runabout Accessory Package:

**Anchor:** Winch \* electric windlass motor \* bow pulpit guide \* control panel \* shallow water electric anchors.

**Appliance (manufacturer or seller installed only):** Galley sink and faucet \* refrigerator \* ice box \* stove top.

**Controls (main station only):** Manual and electronic shift and/or throttle control box parts, including: cams \* eccentrics \* shafts \* pivots \* bushings \* housing \* control arms/levers and knobs \* start/stop button (tether) \* neutral safety switch. Shift control cable \* throttle control cables \* shift and throttle micro switches \* potentiometer \* control panel and wire harness.

**Digital Depth Finder (one manufacturer or seller installed unit only):** Depth finder \* transducer \* mounting brackets \* control cables \* GPS \* GPSMAP receiver.

**Electrical:** Interior courtesy lights \* docking/bow lights \* stern light \* dual battery switch \* battery charger \* cabin light fixtures \* electric horn \* windshield wiper motor \* bilge pump motor and switches \* blower motor and switches \* Halon fire extinguisher system \* fire suppression system \* gas fume detector \* carbon monoxide detector \* 12V switch panel and switches \* water toy air compressor.

**Electrical Trolling Motor:** Armature \* fields \* brushes \* wiring harness \* control cables \* foot control unit and switches.

**Fish Finder (one manufacturer or seller installed unit only):** Fish finder \* transducer \* speed and temperature sensors \* mounting brackets \* control cable \* GPS \* GPSMAP receiver.

**Hardware:** Stainless steel deck rails \* grab rails \* bow eyes \* rope cleats \* bimini top bows and hardware (excluding vinyl and canvas) \* windshield frame, mounting hardware and hinges (excluding glass).

**Hydraulic Steering (main station only, excluding cables):** Hydraulic steering head \* hydraulic steering lines \* hydraulic steering cylinder \* hydraulic

steering flow valves \* steering yoke \* seals and gaskets within component group.

**Instrument Panel (manufacturer or seller installed only):** Tachometer \* speedometer \* volt gauge \* hour meter \* oil pressure gauge \* trim gauge \* fuel gauge \* temperature gauge \* digital multi-function gauges \* power hub \* consolidator hub \* EMM harness \* power supply harness and data harness.

**Live Well/Bait Well (manufacturer or seller installed only):** Fill/main pump \* aerator pump and switches \* bait well pump and switches \* manual valves.

**Manual Steering (main station only, excluding cables):** Control helm assembly \* control rack and yoke assembly \* power steering pump \* power steering cylinder \* steering wheel \* steering wheel mounting hub \* seals and gaskets within component group.

**Planing System:** Pump \* trim cylinders \* planing plates \* controls \* planing actuator.

**Power Transom/Manual Transom (motor lift):** Motor brackets \* slides \* jack screws \* jack plate motor/transom lift motor \* cylinder \* control panel \* hydraulics \* switches.

**Remote Spotlight:** Control panel \* horizontal/vertical control motors \* light housing.

**Stereo (manufacturer or seller installed unit only):** Including AM/FM radio \* CD/DVD player \* dash-mounted remote control panel \* transom-mounted remote control panel \* amplifier \* satellite radio tuner \* portable digital music player dock \* waterproof speakers.

**Waste System:** Toilet \* macerator \* sink(s) \* shower \* holding tanks \* gate valves \* traps and fittings.

## **26. Pontoon Boat Accessory Package:**

**Anchor:** Winch \* electric windlass motor \* bow pulpit guide \* control panel \* shallow water electric anchors.

**Appliances (manufacturer/built-in units only):** Galley sink and faucet \* refrigerator \* ice box \* stove top.

**Controls (main station only):** Manual and electronic shift and/or throttle control box components including: cams \* eccentrics \* shafts \* pivots \* bushings \* housing \* control arms/levers and knobs \* start/stop button (tether) \* neutral safety switch. Shift control cable \* throttle control cables \* shift and throttle micro switches \* potentiometer \* control panel and wire harness.

**Digital Depth Finder (one manufacturer or seller installed unit only):** Depth finder \* transducer \* mounting brackets \* control cables \* GPS \* GPS MAP receiver.

**Electrical:** Interior courtesy lights \* docking/bow lights \* stern light \* dual battery switch \* cabin light fixtures \* electric horn \* windshield wiper motor \* refrigerated cup holder \* bilge pump motor and switches \* blower motor and switches \* Halon fire extinguisher system \* gas fume detector \* carbon monoxide detector \* 12V switch panel and switches.

**Electrical Trolling Motor (one unit only):** Armature \* fields \* brushes \* wiring harness \* control cables \* foot control unit and switches \* **planetary/armature housing if damaged by any of the above parts.**

**Fish Finder (one manufacturer or seller installed unit only):** Fish finder \* transducer \* speed and temperature sensors \* mounting brackets \* control cable \* GPS \* GPSMAP receiver.

**Hardware:** Stainless steel deck rails \* grab rails \* bow eyes \* rope cleats \* bimini top bows and hardware (**excluding vinyl and canvas**) \* hydraulic pontoon lift \* windshield frame, mounting hardware and hinges (**excluding glass**).

**Hydraulic Steering (main station only, excluding cables):** Hydraulic steering head \* hydraulic steering lines \* hydraulic steering cylinder \* hydraulic steering flow valves \* steering yoke \* seals and gaskets within component group.

**Instrument Panel (manufacturer or seller installed only):** Tachometer \* speedometer \* volt gauge \* hour meter \* oil pressure gauge \* trim gauge \* fuel gauge \* temperature gauge \* digital multi-function gauges \* power hub \* consolidator hub \* EMM harness \* power supply harness and data harness.

**Live Well/Bait Well (manufacturer or seller installed only):** Fill/main pump \* aerator pump and switches \* bait well pump and switches \* manual valves.

**Manual Steering (main station only, excluding cables):** Control helm assembly \* control rack and yoke assembly \* power steering pump \* power steering cylinder \* steering wheel \* steering wheel mounting hub \* seals and gaskets within component group.

**Remote Spotlight:** Control panel \* horizontal/vertical control motors \* light housing.

**Stereo (manufacturer or seller installed only):** AM/FM radio \* CD/DVD player \* dash-mounted remote control panel \* transom-mounted remote control panel \* amplifier \* satellite radio tuner \* portable digital music player dock \* waterproof speakers.

**Waste System:** Toilet \* macerator \* sink(s) \* shower \* holding tanks \* gate valves \* traps and fittings.

**27. Navigation Accessory Package (manufacturer or seller installed only):** Radar \* GPS \* GPSMAP Receiver \* long range navigation system plotter \* long range navigation system antenna \* navigation system antenna \* auto pilot \* VHF radio \* electronic compass.

**28. Cruiser Accessory Package:**

**Air Conditioner:** Compressor \* heat exchanger \* evaporator \* control panel \* thermostat.

**Anchor:** Winch \* electric windlass motor \* bow pulpit guide \* control panel.

**Appliances (manufacturer installed/built-in units only):** Built-in refrigerator \* range/cook top \* oven \* L.P. regulator \* clothes washer \* clothes dryer \* microwave \* ice maker.

**Auxiliary Generator: Engine head(s), engine block and/or cylinder barrels, intake manifolds only if damaged beyond repair as a result of a Mechanical Breakdown of one of the Covered Parts below. Engine:** Internally lubricated parts contained within the block, limited to: pistons \* piston rings and pins \* main bearings and rod bearings \* crankshaft \* connecting rods \* camshaft \* camshaft bearings \* timing chain gears and/or belt \* rocker arm(s) \* valves \* valve springs \* guides and seats \* push rods \* lifters \* valve cover(s) \* harmonic balancer \* oil pan \* oil pump \* fuel pump.

**Auxiliary Generator Electrical (excluding generator engine electrical components):** Armature \* fields \* brushes \* end frame and housing \* generator mounted control panel \* rectifier \* **DOES NOT COVER REMOVAL OR INSTALLATION OF GENERATOR.**

**Compass:** Compass head \* mounting brackets.

**Controls (main station only):** Manual and electronic shift and/or throttle control box components including: cams \* eccentrics \* shafts \* pivots \* bushings \* housing \* control arms/levers and knobs \* start/stop button (tether) \* neutral safety switch. Shift control cable \* throttle control cables \* shift and throttle micro switches \* potentiometer \* control panel and wire harness.

**Depth Finder (one manufacturer or seller installed unit only):** Depth sounder \* transducer \* mounting brackets \* control cables \* GPS \* GPSMAP receiver.

**Dual Station/Tower Control Set:** Helm control \* steering wheel \* throttle/shift control box \* throttle and shift control cables.

**Electrical:** Battery main switch \* battery isolator \* battery selector switch \* battery box \* fuse block/fuse holders \* chart light \* windshield wiper motor \* bilge pump \* blower motor \* transom light \* bow light \* docking lights \* 12 volt switch panel and switches.

**12V/24V Electrical:** Battery charger/converter.

**Electronic High Tech Package (manufacturer or seller installed units only):** Remote Boat monitoring system \* onboard security system \* onboard communication/intercom system \* satellite phone \* cell phone plug-ins \* telematic system \* satellite entertainment system \* MP3 player \* satellite radio system \* TV (applies to one unit only) \* VHF radio \* VCR \* DVD \* digital remote controls (for entertainment systems only) \* 12V outlets \* 120V GFI outlets \* 50 amp electrical panel (AC/DC distribution panel and remote circuit breakers) \* engine synchronizer \* galvanic isolator.

**Fresh Water System:** Water pump \* compressor \* faucets \* traps \* fittings \* water lines.

**Hardware:** Deck rails \* grab rails \* bow eyes \* rope cleats \* anchor chocks \* cockpit steps \* top slides \* door hinges and latches \* deck plates \* storage cover sockets and supports \* bimini top bows and hardware (excluding any vinyl or canvas) \* windshield frame, mounting hardware and hinges (excluding glass) \* BBQ grill burner, regulator, thermostat, thermocouple and burner valves.

**Heating Unit:** Heating elements \* control panel \* thermostat.

**Horns:** Air horns \* air horn compressor \* air solenoids \* control panel \* electrical horn and control.

**Hot Water System:** Thermostat \* relays \* water heater unit.

**Hydraulic Steering (main station only, excluding cables):** Hydraulic steering head \* hydraulic steering lines \* hydraulic steering cylinder \* hydraulic steering flow valves \* steering yoke \* seals and gaskets within component group.

**Inboard Drive Line:** Shaft \* stuffing box \* shaft log \* strut \* rudder \* rudder shaft \* rudder log \* steering arm \* steering cylinder \* hydraulic reservoir.

**Instrument Panel (manufacturer or seller installed components only):** Tachometer \* speedometer \* volt gauge \* hour meter \* oil pressure gauge \* trim gauge \* fuel gauge \* temperature gauge \* carbon monoxide detector \* fuel vapor detector \* digital multi-function gauges \* power hub \* consolidator hub \* EMM harness \* power supply harness and data harness.

**Interior Lighting:** Light switches \* light fixtures.

**Manual Steering (main station only, excluding cables):** Control helm assembly \* control rack and yoke assembly \* power steering pump \* power steering cylinder \* steering wheel \* steering wheel mounting hub \* seals and gaskets within component group.

**Planing System:** Pump \* trim cylinders \* planing plates \* controls \* planing actuator.

**Remote Spotlight:** Control panel \* horizontal/vertical control motors \* light housing.

**Shore Power:** Onboard receptacle \* cap \* shore power main switch \* circuit panel \* circuit breakers.

**Stereo (manufacturer or seller installed units only):** AM/FM radio \* CD/DVD player \* dash-mounted remote control panel \* transom-mounted remote control panel \* amplifier \* satellite radio tuner \* portable digital music player dock \* waterproof speakers.

**Waste System:** Toilet \* macerator \* sink(s) \* shower \* holding tanks \* gate valves \* traps and fittings.

### **Optional Tire and Wheel Surcharged Coverage**

Call **877-456-7209 (Prompt 2)** to report the occurrence of a damaged tire or wheel and request a tracking number.

The benefits described below are available only if you selected and paid for the Optional Tire and Wheel Surcharged Coverage, and they apply to events occurring and reported to us while this Contract is in effect. Benefits apply to the Boat trailer or tow vehicle when a tire or wheel is damaged due to a Road Hazard. These benefits are extended to the tow vehicle if the tow vehicle was used to tow the Boat and the tow vehicle was less than 15 years old when the incident occurred.

Reimbursement for the repair or replacement of a tire or wheel will be made at the MSC (11/17)

industry retail replacement cost for the original tire or wheel. Replacements, when necessary, will be made with new tire or wheel of like kind, quality and value as the original tire or wheel. You may choose to replace the damaged tire or wheel with one of greater value; however, you will be responsible for any cost (including applicable taxes) in excess of the industry retail replacement cost for the original tire or wheel. The Optional Tire and Wheel Surcharged Coverage is not subject to Section C (Deductible), Section F (Reporting a Mechanical Breakdown Claim) or Section J (Limits of Liability) of this Contract.

- 1. Flat Tire Repair:** We will reimburse you for reasonable charges up to \$100 per occurrence to replace a flat tire with your inflated spare or repair a flat tire when damaged by a Road Hazard while towing your Boat trailer on public streets and in a legal manner. This benefit is extended to the tow vehicle while the tow vehicle is in the process of towing your Boat trailer.
- 2. Tire Replacement:** We will reimburse you for the cost to replace a tire irreparably damaged due to a Road Hazard. Reimbursable costs include charges for mounting, balancing and valve stems. Aggregate benefits are limited to four occurrences, regardless of the number of tires replaced per occurrence.
- 3. Wheels/Rims:** We will reimburse you for the cost to repair or replace a wheel rendered unserviceable due to a Road Hazard. Wheel inspection may be required for claim approval. Aggregate benefits under this Contract are limited to four occurrences, regardless of the number of wheels replaced per occurrence.
- 4. Taxes:** We will reimburse you for the cost of any applicable taxes.

Prior notification is required before any tire or wheel is repaired or replaced to receive reimbursement. Within 30 days of an incident, you must send a copy of the repair or replacement invoice, including tracking number, tread depth of damaged tire, detailed description, cause of the damage, photograph(s) of the damaged tire or wheel and any other information reasonably requested to:

VAS  
Attn: PRV Reimbursement  
13901 Midway Rd  
Suite 102-429  
Dallas, TX 75244-4388

**The Optional Tire and Wheel Surcharged Coverage is subject to the exclusions described in Section H (Exclusions and Other Coverage Limitations), as applicable. Damages and costs resulting from or falling within any of the following descriptions are also excluded from coverage: chain damage or use on a construction site \* collision with a curb, object or another vehicle \* improper or inadequate maintenance, including misalignment, suspension problems, improper tire inflation, mechanical issues \* abnormal wear and tear, dry rot, salt water exposure, corrosion or tire(s) to less than 3/32 inch tread depth \* tires or wheels that are oversized or otherwise inconsistent with manufacturer's recommendations \* manufacturer defects \* suspension problems \* tires or wheels transferred from another vehicle \* damage that does not affect performance or safety, such as sidewall rim pinches or bruises \* damage covered by any other insurance, warranty or service contract \* consequential losses or damages \* damage incurred outside the United States, its territories and possessions, Puerto Rico, U.S. Virgin Islands, Bahamas or Canada.**

### Trailer Coverage

**Trailer Coverage is automatically included in all Accessory Package Coverages (Component Groups 21-28 above) selected and paid for, as indicated on the Registration Page.**

**Trailer (excluding any Mechanical Breakdown due to overloading, bending, and bearing failures due to water entry or debris):** Brake drums **(excluding shoes)** \* brake rotors **(excluding pads and warped or worn rotors)** \* master cylinder \* hydraulic brake actuator \* frame rails \* wheel bearings \* spindles and springs \* winch stand \* welds \* axle \* hubs \* hub seals \* backing plates \* coupler.

**The following emergency roadside assistance** benefits are available if the trailer or tow vehicle becomes inoperable while towing a Boat for any reason other than accidental collision or physical damage: flat tire change using the trailer or tow vehicle's inflated spare; delivery of fuel, water and other fluids necessary to operate the tow vehicle **(excluding the cost of fluids)**; lock-out assistance; and jump start. Emergency roadside assistance benefits are limited to \$300 per occurrence.

The emergency roadside assistance benefits are available 24 hours a day seven days a week in the United States, its territories and possessions and Canada. These benefits are extended to the tow vehicle if the tow vehicle was less than 15 years old when the incident occurred. Our ability to provide some of these benefits may be limited due to safety considerations or regulatory constraints. **Only services requested through our dispatcher will be honored. Call 877-456-7209 (Prompt 1) to request service.**

### F. Reporting a Mechanical Breakdown Claim

**(Does not apply to Optional Tire and Wheel Surcharged Coverage)**

**To obtain service during normal business hours:**

- 1. Take immediate action to prevent further damage to the Boat and/or Engine(s).**
- 2. Take the Boat and/or Engine(s) to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of this Contract or the Contract Number if possible.**
- 3. You or the Repair Facility must contact us at 800-328-8690 to obtain authorization before any parts are repaired, replaced or cleaned.**
- 4. Authorize disassembly of the Boat and/or Engine(s) if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.**
- 5. If requested, provide us or the Repair Facility with copies of the Boat and/or Engine(s) maintenance records.**
- 6. Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

**To obtain service after normal business hours:**

- 1. Take immediate action to prevent further damage to the Boat and/or Engine(s).**

2. **You or the Repair Facility must contact us at 800-328-8690 before this Contract expires or is cancelled to obtain a claim number before the Repair Facility performs any work.**
3. **Obtain a written repair estimate from the Repair Facility. You must contact us during normal business hours on the next business day to obtain authorization. We will not reimburse you or the Repair Facility for repairs performed without our authorization regardless of whether the repairs would otherwise qualify as a Covered Repair.**
4. **Follow steps 4-6 listed above for obtaining service during normal business hours.**

**G. Additional Benefits (To Request Reimbursement, call 800-328-8690)**

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. **You are responsible for providing us with copies of receipts or other documents supporting these expenses within 30 calendar days after the costs are incurred.** We will regard any applicable taxes as part of the expense.

**Towing:** In the event of a Covered Repair, or a covered engine or hull manufacturer warranty repair that necessitates on-water/over-the-road towing, we will reimburse you for reasonable on-water/over-the-road towing charges up to \$300 per occurrence. Any reimbursement shall be for actual towing charges in excess of any applicable reimbursement from the manufacturer, towing service contract or any insurance company. **Towing must be provided by a marine towing company or Repair Facility.**

**Hoist/Lift Out:** In the event of a Covered Repair or a covered engine or hull manufacturer's warranty repair that necessitates hoist/lift out to perform the repair, we will reimburse you for hoist/lift out charges of \$3.50 per foot of hull length up to a maximum of \$300 per Covered Repair. Any reimbursement shall be for actual hoist/lift out charges in excess of any applicable reimbursement from the manufacturer, towing service contract or any insurance company. **The hoist/lift out must be performed by a marine towing company or Repair Facility.**

**Pick-Up and Delivery:** In the event of a Covered Repair or a covered engine or hull manufacturer warranty repair that necessitates pick-up and delivery, we will reimburse you for reasonable pick-up and delivery charges up to a maximum of \$150 per occurrence. Any reimbursement shall be for actual charges in excess of any applicable reimbursement from the manufacturer or any insurance company. **The pick-up and delivery must be provided by a marine towing company or Repair Facility.**

**Dockside Assistance:** We will reimburse you for dockside assistance of \$3.00 per foot of hull length for 26 to 90 foot boats, up to a maximum of \$150 per occurrence of service call charges when in-water repair is needed for a Covered Repair for 26 to 90 foot boats only.

**Sea Trial Labor Allowance:** We will reimburse you for reasonable sea trial labor charges up to a maximum of \$100 per Covered Repair.

**Trip Interruption:** We will reimburse you up to a maximum of \$150 per day for a maximum of three days for expenses incurred for meals and lodging and/or for boat

rental incurred when the Boat and/or Engine(s) is undergoing a Covered Repair due to a Mechanical Breakdown that has occurred more than 100 miles from your primary residence and causes a delay en route. Valid lodging and meal receipts are required for you to receive reimbursement. Expenses incurred after the Covered Repair is completed are ineligible for reimbursement.

**Blocking:** We will reimburse you for blocking fees of \$3.00 per foot of hull length up to a maximum of \$250 per Covered Repair.

**Tear Down/Accessory Access:** We will reimburse you for up to 5 hours of labor time for tear down/accessory access, up to a maximum of \$500 per Covered Repair, to remove and/or replace partitions, walls, furniture, hatches, etc. when related to a Mechanical Breakdown.

Any reimbursement for additional benefits shall be for actual charges in excess of any applicable reimbursement from the manufacturer or an insurance company. To be eligible for reimbursement for dockside assistance, sea trial labor, blocking and tear down/accessory access, the benefit must be provided by a Repair Facility.

## **H. Exclusions and Other Coverage Limitations**

**This Contract does not cover the following:**

- 1. Repairs or replacements falling within any of the following descriptions:**  
not authorized in advance, except as provided for after hours service in Section F (Reporting a Mechanical Breakdown Claim) \* performed outside of the United States, its territories and possessions, Puerto Rico, U.S. Virgin Islands, Bahamas or Canada \* constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Boat or Engine's operating performance \* to address a preexisting condition \* to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown \* to address water or air leaks \* to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software \* to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) \* to address oil sludging, engine detonation failure \* to address deficiencies in finish carpentry or cosmetic damage to fixtures \* to remedy floors that are uneven, warping or cracking.
- 2. Damages and costs falling within any of the following descriptions:**  
arising from fraud, bad faith or personal injury \* punitive or exemplary \* to property, other than as specifically covered in this Contract \* attorney fees \* arising from unauthorized diagnostic time \* hazardous waste disposal \* environmental fees \* core charges \* freight charges \* fuel surcharges \* bent frames or axles resulting from overloading or other outside influences \* replacement of an entire system due to obsolescence or unavailability of a Covered Part.
- 3. If the Boat and/or Engine falls within any of the following descriptions:**  
used for competitive driving, racing, police or emergency services \* driven by multiple, unrelated drivers (such as a fleet boat) \* used commercially \* charter use \* used solely or partially in pursuit of a business or for the generation of income \* retrofitted with aftermarket equipment to use

alternative fuels \* used to pull a load in excess of the manufacturer's recommendation.

**4. A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions:** your negligence or misuse of the Boat and/or Engine \* improper servicing \* failure to perform general and safety-related maintenance required or recommended by the manufacturer(s) \* your failure to take reasonable precautions to prevent further damage when an apparent problem exists \* continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants \* overheating caused by thermostat failure \* collision \* upset \* fire \* theft \* civil commotion \* vandalism \* riot \* illegal acts \* nuclear events \* war \* terrorism \* contaminated or incompatible fuel or other fluid \* lean or improper fuel mixture (unless caused by the failure of the fuel injection system) \* clogged filters \* the use of oil not recommended by the manufacturer \* faulty or negligent repair work \* rust \* corrosion \* marine organisms on surfaces \* water \* flood \* wind or wind storm \* lightening \* earthquake \* hail \* explosion \* acts of nature or other external forces or events \* mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense \* failure of a Covered Part when caused by the failure of or damage to a non-covered part \* failure of a non-covered part even if caused by the failure of a Covered Part \* reverse polarity, power surges and over loaded circuits.

**5. A part falling within any of the following descriptions:**

- a. Batteries \* bedding \* bellows \* body and trim items such as upholstery and seat frames \* furniture \* bumpers \* glass of any kind \* sheet metal \* bright metals \* paint \* gel-coat, gel-coat stress cracks \* sunroof assembly \* convertible top and removable hard top \* carpet \* adhesives, caulking, sealants, grouting \* distributor cap and rotor \* fuel/water separator filter \* doors \* lighting assemblies, (except as allowed under Accessory Package Coverage if you have selected and paid for that Coverage) \* floors, including but not limited to: hard surface, resilient and finished wood flooring \* louvers and vents \* manual and hydraulic linkages \* permanent exterior utility services \* rollers, racks, shelves, baskets, buckets \* roofing materials \* sealed beams.
- b. Seals and gaskets for doors, windows and drawers \* siding \* walls, wall coverings, ceilings and wood framing \* weather strips \* wind turbine \* window assemblies \* window shades, treatments and draperies \* wiring for cable, satellite or telephone \* woodwork and millwork \* aftermarket (non-manufacturer) equipment and manufacturer equipment which is not installed by the manufacturer or Seller, is improperly installed, or is not installed in accordance with manufacturer specifications \* any replacement part not of the same kind and quality as the manufacturer-installed part it replaced or incompatible with the design specifications and wear tolerances of the manufacturer.
- c. Mechanical Breakdown of or caused by cracked engine heads and/or cracked engine blocks and/or cracked intake manifolds unless caused by the failure of a Covered Part \* Mechanical Breakdown of or caused by cracked and/or corroded exhaust manifolds and/or risers \* any failure resulting from water entering the engine via the carburetor/air intake or exhaust system \* failure of exhaust flapper

valves \* Mechanical Breakdown caused by bellows and/or boots, burnt or scored pistons, stuck and/or carbonized piston rings \* piston failures caused by detonation, pre-ignition, knock, ping, lean fuel mixture, overheating, improper timing, spark plug temperature or improper lubrication unless resulting from a Covered Repair.

- d. Worn, stuck, burnt, tuliped or dished valves, worn valve seats \* trim motors, starter motors and/or armatures or field coil assemblies, which are damaged from excessive engine starting/cranking or condensation \* boat hull \* stringers \* non-moving body parts \* any component covered under Accessory Package Coverage (Component Groups 21-28) in Section E (Coverage), (except as allowed under the Accessory Package Coverage if you have selected and paid for that option).
  - e. Any betterment repair costs recommended as part of necessary repairs to make a Covered Repair \* reverse polarity, improper installation of battery, electrolysis or corrosion to electrical system \* jet drive unit not installed by the factory or dealer \* drive couplers, impeller shafts, impeller, wear ring or housing \* foreign debris entering the jet pump \* Mechanical Breakdown caused by shrouds, cowlings, fiberglass, or plastic components \* transmission flex plates \* loss of any fluids or gases \* fuses \* ropes, chains \* propeller.
  - f. Mechanical Breakdown resulting from water pump, sea water pump, or impeller, clogged filters or carburetors, contaminated, dirty, improper or poor quality fuels and/or oils \* Mechanical Breakdowns resulting from the oil pump due to loss of fluids \* any damage resulting from fuels containing more than the manufacturers recommended level of ethanol \* Mechanical Breakdown of Engine(s) or other Covered Part(s) installed as a repower replacement, resulting from the failure of any Covered Part that is original equipment component(s) not replaced at the time of the repower including, but not limited to: drive unit and/or transmission, v-drive, electrical components \* Volvo Penta IPS and Mercury Zeus® systems.
6. Any of the following parts, services and items generally constituting scheduled maintenance and wear-damaged items: adjustments \* tune ups \* internal carburetor components \* lines \* hoses \* filters (unless subject to a Covered Repair) \* belts (except timing belts) \* brackets \* exhaust and emission systems \* exhaust manifold and riser \* fluid caps and reservoirs \* friction material \* worn/rounded clutch dogs \* worn/rounded gears \* glow plugs \* lubricants (except to complete a Covered Repair) \* shop supplies \* costs for storage, travel time, launch \* gases \* costs that the administrator deems excessive resulting from lack of direct access panels \* wheel balancing, tires, wheels/rims (except as allowed under the Optional Tire and Wheel Surcharged Coverage when you have selected and paid for that option) \* wiper arms and blades \* worn rings \* any other items subject to scheduled maintenance or wear damage \* spark plugs \* pulleys \* improper or lack of maintenance or alignments \* loose, rusted, corroded or broken mounting hardware (including but not limited to nuts, screws, or bolts) \* damage caused by inadequate, improper, poor quality or dirty lubricants, fluids, coolants, oils, greases, fuels or fuel additives \* lack of required preventative maintenance as prescribed by the manufacturer including but not limited to: the servicing of raw water pump impellers, bellows, thermostats, belts, hoses or any normal maintenance or tune-up items.

## **I. Claim Appeal Process**

You may appeal a coverage denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in vehicle service contract coverage, but who were not responsible for adjudicating your Mechanical Breakdown claim, will review your appeal within 20 business days after our receipt of your written appeal. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal. Please send your written request for an appeal to:

**Mailing Address:**

Protective  
P.O. Box 770  
Deerfield, IL 60015  
Attention: VSC Claim Review

**OR**

**Email Address:**

vsclaimreview@protective.com

## **J. Limits of Liability**

Whether purchased separately or together, the total dollar benefit we will pay for each Covered Repair shall not exceed the amount for each Engine or Accessory Package listed below on the Limit of Liability Schedule. For example, if you purchase one New Plan on an Outboard Engine and you also purchase a Bass Fishing Accessory Package, the total dollar benefit we will pay for a Covered Repair on the Outboard Engine will be \$30,000 and the total dollar benefit we will pay for a Covered Repair on the Bass Fishing Accessory Package will be \$10,000. If you purchase a New Plan on two Outboard Engines, the total dollar benefit we will pay for a Covered Repair on each Outboard Engine will be \$30,000.

The liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

<b>Limit of Liability Schedule</b>	
<b>Engine Coverage</b>	<b>Per Engine</b>
Outboard, Inboard, Stern Drive Engine (New Plan)	\$30,000
Outboard, Inboard, Stern Drive Engine (Pre-Owned, Post Sale and Renewal Plans)	\$25,000
Diesel Engine (New, Pre-Owned, Post Sale and Renewal Plans)	\$40,000
Personal Watercraft (New, Pre-Owned, Post Sale and Renewal Plans)	\$20,000
<b>Accessory Package Coverage</b>	<b>Per Package</b>
Cruiser, Cruiser Fishing	\$15,000
Bass Fishing, Trophy Fishing, Ski Boat, Runabout, Pontoon, Navigation	\$10,000

## **K. Contract Transfer**

**This Contract may be transferred at the request of the Contract Holder(s) to the next owner (other than the Seller or any other boat or engine dealer, wholesaler, or other commercial purchaser or assignee) if the Contract has not expired or been cancelled.** Within 60 calendar days of the ownership change, you must provide us with the following documents: a transfer request form signed by

you and the next owner, Boat and/or Engine(s) maintenance records, and copies of documents submitted to the manufacturer that effect the warranty transfer. Contract transfers are subject to a \$75 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us at P.O. Box 790, Deerfield, IL 60015-0790.

#### **L. Contract Cancellation**

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request on our cancellation form to us by mail, fax or email. Cancellation will be effective as of the date we receive your cancellation form. P.O. Box 790, Deerfield, IL 60015-0790, fax 800-574-5116, email FPC-cancellations@protective.com.
2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
  - b. You have committed a material breach of duties with regard to this Contract;
  - c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
  - d. You did not pay the Total Purchase Price.
3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.
4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund the unearned Amount Paid. We will deduct a \$75 processing fee and any amounts we paid for Covered Repairs from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.
5. **If we cancel this Contract more than 60 calendar days after the Contract Purchase Date** and we have not paid for a Covered Repair, we will refund the Amount Paid. If we have paid for Covered Repairs, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis, using the date we discover the reason for cancellation as the cancellation date, and will be based on unused Term Months. We will deduct any amounts we paid for Covered Repairs from your refund.
6. We will honor the rights of a Lienholder to obtain some or all of the refund. At our discretion, we may issue a refund to the Lienholder as sole payee, to the Lienholder and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee.
7. If you do not receive a refund or refund credit to your loan or lease within 60 days of the effective date of your cancellation, please notify us by mail, fax, email or phone. P.O. Box 790 Deerfield, IL 60015-0790, fax 800-574-5116,

### **M. Arbitration and Other Matters Concerning Disputes**

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. In no event will you have the right to participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agent and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
3. If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.
4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

**If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding.**

### **N. Conformity with Law**

Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.

## **O. State Amendment Requirements/Disclosures**

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

### **Alabama**

Subsections 2, 3 and 4 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
  - b. You have committed a material breach of duties with regard to this Contract;
  - c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
  - d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Total Purchase Price or a material misrepresentation by you to us relating to the covered Boat and/or Engine(s) or its use.

3.
  - a. **If you cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). If we have not paid for a Covered Repair, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
  - b. **If we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.
4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund the unearned Amount Paid. We will deduct a \$25 processing fee from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.

### **Alaska**

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Arbitration will take place in the county of your residence or place of business or any other county in the state of Alaska agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

### **Arizona**

The following is added to the Contract:

In Arizona the administrator, service provider and obligor for this Contract is Protective Administrative Services, Inc. The mailing address is P.O. Box 790, Deerfield, IL 60015-0790. For Claims and Customer Service, call 800-328-8690.

The first paragraph on the Registration Page is deleted and replaced with the following:

If the information you or the Seller provided does not meet the requirements for this Contract, we will correct the information if possible. If you have neglected to sign the Contract, we will keep the Contract in force unless you cancel as provided in this Contract.

Subsections 4 and 5b of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions:** your negligence or misuse of the Boat and/or Engine \* your improper servicing \* failure to perform general and safety-related maintenance required or recommended by the manufacturer(s) \* your failure to take reasonable precautions to prevent further damage when an apparent problem exists \* continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants \* overheating caused by thermostat failure \* collision \* upset \* fire \* theft \* civil commotion \* vandalism \* riot \* illegal acts \* nuclear events \* war \* terrorism \* contaminated or incompatible fuel or other fluid \* lean or improper fuel mixture (unless caused by the failure of the fuel injection system) \* clogged filters \* the use of oil not recommended by the manufacturer \* faulty or negligent repair work \* rust \* corrosion \* marine organisms on surfaces \* water \* flood \* wind or wind storm \* lightning \* earthquake \* hail \* explosion \* acts of nature or other external forces or events \* mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense \* failure of a Covered Part when caused by the failure of or damage to a non-covered part \* failure of a non-covered part even if caused by the failure of a Covered Part \* reverse polarity, power surges and over loaded circuits.
5. **A part falling within any of the following descriptions:**
  - b. **Seals and gaskets for doors, windows and drawers \* siding \* walls, wall coverings, ceilings and wood framing \* weather strips**

**\* wind turbine \* window assemblies \* window shades, treatments and draperies \* wiring for cable, satellite or telephone \* woodwork and millwork \* aftermarket (non-manufacturer) equipment and manufacturer equipment which is not installed by the manufacturer or Seller, is improperly installed, or is not installed in accordance with manufacturer specifications.**

Subsections 2, 3, 4 and 5 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications while the Boat and/or Engine(s) is owned by you, except as otherwise allowed under this Contract;
  - b. You have committed a material breach of duties with regard to this Contract;
  - c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
  - d. You did not pay the Total Purchase Price.
3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid").
4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund the unearned Amount Paid. We will deduct a \$75 processing fee from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
5. **If we cancel this Contract more than 60 calendar days after the Contract Purchase Date** and we have not paid for a Covered Repair, we will refund the Amount Paid. If we have paid for Covered Repairs, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis, using the date we discover the reason for cancellation as the cancellation date, and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

Arbitration does not preclude your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 2910 North 44th Street, Suite 210, Phoenix, Arizona 85018.

### **Arkansas**

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060. If you cancel this Contract and do not receive a refund from us or the Seller within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Boat and/or Engine(s) and will comply with applicable state and federal laws.**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
  - b. You have committed a material breach of duties with regard to this Contract;
  - c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
  - d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Total Purchase Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the covered Boat and/or Engine(s) or its use. The refund shall accompany the notice unless cancellation is for nonpayment of the Total Purchase Price.

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

**M. Matters Concerning Disputes**

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. Any legal proceeding arising out of or relating to this Contract, or to its breach, must be brought within the time allowed by law.

**California**

The following is added to the Contract:

The California Provider License number for Protective Administrative Services, Inc. is 0B71048.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Performance to you under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within 60 days of the date proof of loss was filed. The name, address and phone number of the insurance company is: Protective Property & Casualty

Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site [www.insurance.ca.gov](http://www.insurance.ca.gov).

If you cancel this Contract and do not receive a refund from us or the Seller, please contact the insurance company.

In Section A (Definitions) the definition of Mechanical Breakdown is deleted and replaced with the following:

**Mechanized Part Failure** means the failure of one or more parts to perform the function for which they were designed due to defects, faulty workmanship in the manufacturing process, or normal wear and tear.

All references to the term "Mechanical Breakdown" in the Contract are deleted and replaced with the term "Mechanized Part Failure".

Subsection 3 of Section E (Coverage) is deleted and replaced with the following:

3. We will not reimburse you for a Mechanized Part Failure that is covered under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, regardless of whether the third party honors its coverage obligation. We will, however, pay up to \$100 of any manufacturer's deductible you must pay and the excess over any third party coverage.

"To obtain service after normal business hours" of Section F (Reporting a Mechanical Breakdown Claim) is deleted and replaced with the following:

**To obtain service after normal business hours: Follow the instructions below and contact us at 800-328-8690 the next business day during normal business hours.**

1. **Take immediate action to prevent further damage to the Boat and/or Engine(s).**
2. **Obtain a written repair estimate from the Repair Facility.**
3. **You must provide maintenance records showing that the Boat and/or Engine(s) has been properly maintained according to the manufacturer's specifications.**

**Subsections 2 and 3 are required before you contact us.**

5. **You or the Repair Facility must contact us at 800-328-8690 before this Contract expires or is cancelled to obtain a claim number before the Repair Facility performs any work.**
6. **Authorize disassembly of the Boat and/or Engine(s) if disassembly is necessary to diagnose the cause and cost of the reported Mechanized Part Failure. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.**
7. **Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

Subsection 1 of Section H (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

1. **Repairs or replacements falling within any of the following descriptions: not authorized in advance, except as provided for after hours service in Section F (Reporting a Mechanical Breakdown Claim) \* performed outside of the United States, its territories and possessions, Puerto Rico, U.S. Virgin Islands, Bahamas or Canada \* constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Boat or Engine's operating**

performance \* to address a preexisting condition \* to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown \* to address water or air leaks \* to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software \* to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) \* to address oil sludging, engine detonation failure \* to address deficiencies in finish carpentry or cosmetic damage to fixtures \* to remedy floors that are uneven, warping or cracking.

Subsections 2, 3 and 4 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
- b. You have committed a material breach of duties with regard to this Contract;
- c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
- d. You did not pay the Total Purchase Price.

If we cancel this Contract within 60 calendar days of the Contract Purchase Date, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
- b. The refund is paid within 30 days from the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for nonpayment of the Total Purchase Price, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. If any refund is owed, the refund is paid within 30 days of the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for material misrepresentation or fraud by you, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. The refund is paid within 30 days of the date of cancellation.
- c. The notice states the specific nature of the misrepresentation.

If we cancel this Contract, we are liable for any Covered Repair reported to a person designated in this Contract for the reporting of Covered Repairs if the Covered Repair is reported prior to the effective date of cancellation.

3. a. **If you cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid").
- b. **If we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will

deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.

4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund the unearned Amount Paid. A processing fee of \$25 or 10% of the Amount Paid, whichever is less, will be deducted from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

**M. Matters Concerning Disputes**

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

**Colorado**

The fifth paragraph on the Registration Page is deleted and replaced with the following:

**Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. The policy number is 55-05-VW600-0104. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060.** If you cancel this Contract and do not receive a refund from us or the Seller, please contact the insurance company.

Subsections 2, 3, 4 and 5 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
  - b. You have committed a material breach of duties with regard to this Contract;
  - c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
  - d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Total Purchase Price, a material misrepresentation by you to us, or a substantial breach by you relating to the covered Boat and/or Engine(s) or its use.

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund 100% of whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month shall be

added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund 100% of the unearned Amount Paid. Any amounts we paid for Covered Repairs and a processing fee of \$75 or 10% of the Amount Paid, whichever is less, will be deducted from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.
5. **If we cancel this Contract more than 60 calendar days after the Contract Purchase Date** and we have not paid for a Covered Repair, we will refund 100% of the Amount Paid. If we have paid for Covered Repairs, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis, using the date we discover the reason for cancellation as the cancellation date, and will be based on unused Term Months. We will deduct any amounts we paid for Covered Repairs from your refund.

### **Connecticut**

The following is added to the Contract:

In Connecticut the administrator, service provider and obligor for this Contract is Protective Administrative Services, Inc. The mailing address is P.O. Box 790, Deerfield, IL 60015-0790. For Claims and Customer Service, call 800-328-8690.

If the Contract Term is less than 12 months, we will automatically extend the Contract Term for at least the number of days your Boat and/or Engine(s) is in the possession of a Repair Facility for Covered Repairs during the Contract Term.

Section L (Contract Cancellation) is amended by adding the following:

8. You may cancel this Contract if you return the Boat and/or Engine(s) or the Boat and/or Engine(s) is sold, lost, stolen or destroyed.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

#### **M. Matters Concerning Disputes**

In the event that you and we cannot resolve a dispute over the terms of the Contract or a claim, you may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall be mailed to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the purchase or lease price of the Boat and/or Engine(s) and cost of repair, and include a copy of the Contract. The dispute will be resolved in accordance with the mediation and arbitration provisions set forth in Connecticut Regulation Sections 42-260-3 through 42-260-5.

### **District of Columbia**

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

#### **M. Matters Concerning Disputes**

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

## Florida

The following is added to the Contract:

In Florida the administrator, service provider and obligor for this Contract is **First Protection Corporation of Florida** (Florida Certificate of Authority #60104). The mailing address is P.O. Box 790, Deerfield, IL 60015-0790. For Claims and Customer Service, call 800-328-8690.

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

The following language in the fourth paragraph on the Registration Page is not applicable in Florida and is deleted in its entirety:

We do not issue guaranteed price refunds and are not obligated under any guaranteed price refund you obtain from the Seller or any other party.

Section K (Contract Transfer) is deleted and replaced with the following:

**This Contract may be transferred at the request of the Contract Holder(s) to the next owner (other than the Seller or any other Boat or Engine dealer, wholesaler, or other commercial purchaser or assignee) if the Contract has not expired or been cancelled.** Within 60 calendar days of the ownership change, you must provide us with the following documents: a transfer request form signed by you and the next owner, Boat and/or Engine(s) maintenance records, and copies of documents submitted to the manufacturer that effect the warranty transfer. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us at P.O. Box 790, Deerfield, IL 60015-0790.

Subsections 2, 3, 4 and 5 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
  - a. There has been a material misrepresentation or fraud at the time of the sale of this Contract;
  - b. You have failed to maintain the Boat and/or Engine(s) as prescribed by the manufacturer; or
  - c. You did not pay the Total Purchase Price, in which case we shall provide you notice of cancellation by certified mail.
3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund 100% of whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.
4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund 90% of the unearned Amount Paid. We will deduct any amounts we paid for Covered Repairs from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.
5. **If we cancel this Contract more than 60 calendar days after the Contract Purchase Date** and we have not paid for a Covered Repair, we will refund 100% of the Amount Paid. If we have paid for Covered Repairs, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis, using the date we discover

the reason for cancellation as the cancellation date, and will be based on unused Term Months. We will deduct any amounts we paid for Covered Repairs from your refund.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us at the time of the dispute. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

### **Georgia**

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060. If you cancel this Contract and do not receive a refund from us or the Seller within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 1, 3 and 5b of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

1. **Repairs or replacements falling within any of the following descriptions:** not authorized in advance, except as provided for after hours service in Section F (Reporting a Mechanical Breakdown Claim) \* performed outside of the United States, its territories and possessions, Puerto Rico, U.S. Virgin Islands, Bahamas or Canada \* constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Boat or Engine's operating performance \* to address a preexisting condition known to you \* to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown \* to address water or air leaks \* to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software \* to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) \* to address engine detonation failure \* to address deficiencies in finish carpentry or cosmetic damage to fixtures \* to remedy floors that are uneven, warping or cracking.
3. **If the Boat and/or Engine falls within any of the following descriptions:** used for competitive driving, racing, police or emergency services \* driven by multiple, unrelated drivers (such as a fleet boat) \* used commercially \* charter use \* used solely or partially in pursuit of a business or for the generation of income \* retrofitted with aftermarket

equipment to use alternative fuels by you or with your knowledge\* used to pull a load in excess of the manufacturer's recommendation.

5. **A part falling within any of the following descriptions:**

- b. **Seals and gaskets for doors, windows and drawers \* siding \* walls, wall coverings, ceilings and wood framing \* weather strips \* wind turbine \* window assemblies \* window shades, treatments and draperies \* wiring for cable, satellite or telephone \* woodwork and millwork \* aftermarket (non-manufacturer) equipment and manufacturer equipment which is not installed by the manufacturer or Seller, is improperly installed, or is not installed in accordance with manufacturer specifications by you or with your knowledge\* any replacement part not of the same kind and quality as the manufacturer-installed part it replaced or incompatible with the design specifications and wear tolerances of the manufacturer.**

Subsections 2, 3, 4 and 5 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:

- a. You commit fraud;  
b. You make a material misrepresentation; or  
c. You did not pay the Total Purchase Price.

We shall mail you written notice of cancellation to comply with Georgia Code Section 33-24-44 which contains the following requirements:

- a. The written notice must state the effective date of cancellation;  
b. If the Contract is cancelled for nonpayment of the Total Purchase Price or the Contract has been in effective less than 60 days from the Contract Purchase Date, written notice must be given at least 10 days prior to the effective date of cancellation;  
c. If the Contract is cancelled for any other reason, written notice must be given at least 30 days prior to the effective date of cancellation.

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid").

4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund 90% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.

5. **If we cancel this Contract more than 60 calendar days after the Contract Purchase Date** and we have not paid for a Covered Repair, we will refund the Amount Paid. If we have paid for Covered Repairs, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis, using the date we discover the reason for cancellation as the cancellation date, and will be based on unused Term Months.

Section L (Contract Cancellation) is amended by adding the following:

8. If we cancel this Contract, we shall refund or credit your account on or before the effective date of cancellation. If the refund is not made by the effective date of cancellation, a penalty equal to 25% of the refund, plus interest of 18% per annum from the effective date of cancellation to the date the refund is made (not to exceed 50% of the refund amount) must be included with the refund.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

## **M. Matters Concerning Disputes**

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

### **Hawaii**

Optional Tire and Wheel Surcharged Coverage is deleted from the Registration Page and under Section E (Coverage) in its entirety. Optional Tire and Wheel Surcharged Coverage is not available in Hawaii.

Subsections 2, and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
  - b. You have committed a material breach of duties with regard to this Contract;
  - c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
  - d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Total Purchase Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the covered Boat and/or Engine(s) or its use.

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

### **Illinois**

Subsections 1 and 4 of Section L (Contract Cancellation) are deleted and replaced with the following:

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request on our cancellation form to us by mail, fax or email. Cancellation will be effective as of the date we receive your cancellation form. P.O. Box 790, Deerfield, IL 60015-0790, fax 800-574-5116, email [FPC-cancellations@protective.com](mailto:FPC-cancellations@protective.com).

We are responsible for honoring cancellation requests.

4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund the unearned Amount Paid. Any amounts we paid for Covered Repairs and a processing fee of \$50 or 10% of the Amount Paid, whichever is less, will be deducted from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months. This Contract will be considered fully

earned if the amounts we paid for Covered Repairs exceed the refund amount.

### **Indiana**

The following is added to the Contract:

Your proof of payment to the Seller or to us for this Contract shall be considered proof of payment to the insurance company which guarantees our obligations to You, provided such insurance was in effect at the time you purchased this Contract.

### **Kansas**

Subsection "Trip Interruption" of Section G (Additional Benefits) is deleted in its entirety. Trip Interruption Coverage is not available in Kansas.

### **Maine**

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060. If you cancel this Contract and do not receive a refund from us or the Seller within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2, 3, 4 and 5 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
- b. You have committed a material breach of duties with regard to this Contract;
- c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
- d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Unless cancellation is for nonpayment of the Total Purchase Price, we shall provide a refund in accordance with subsections 3 or 5.

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund 100% of whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund 100% of the unearned Amount Paid. Any amounts we paid for Covered Repairs and a processing fee of

\$75 or 10% of the Amount Paid, whichever is less, will be deducted from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.

5. **If we cancel this Contract more than 60 calendar days after the Contract Purchase Date** and we have not paid for a Covered Repair, we will refund 100% of the Amount Paid. If we have paid for Covered Repairs, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis, using the date we discover the reason for cancellation as the cancellation date, and will be based on unused Term Months. We will deduct any amounts we paid for Covered Repairs from your refund.

### **Maryland**

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

### **Massachusetts**

Optional Tire and Wheel under Section E (Coverage) is amended by adding the following:

Optional Tire and Wheel does not cover a property and casualty related loss, such as a loss due to theft, vandalism or collision.

Section K (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred at the request of the Contract Holder(s) to the next owner (other than the Seller or any other boat or engine dealer, wholesaler, or other commercial purchaser or assignee) if the Contract has not expired or been cancelled. Within 60 calendar days of the ownership change, you must provide us with the following documents: a transfer request form signed by you and the next owner, Boat and/or Engine(s) maintenance records, and copies of documents submitted to the manufacturer that effect the warranty transfer. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us at P.O. Box 790, Deerfield, IL 60015-0790.

Subsection 4 of Section L (Contract Cancellation) is deleted and replaced with the following:

4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund the unearned Amount Paid. We will deduct any amounts we paid for Covered Repairs from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.

## Minnesota

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
  - b. You have committed a material breach of duties with regard to this Contract;
  - c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
  - d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days (5 days for nonpayment of the Total Purchase Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the covered Boat and/or Engine(s) or its use) prior to the effective date of cancellation.

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

## Mississippi

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

**EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT OR AS OTHERWISE PROVIDED IN THIS CONTRACT, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO IT, OR TO ITS BREACH, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE RULES AND PROVISIONS OF ITS MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM THEN IN EFFECT. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION TO ENTER SUCH A JUDGMENT. WE SHALL PAY ALL COSTS OF ARBITRATION, EXCEPT YOU AND WE MUST EACH BEAR THE COST OF EACH PARTY'S OWN ATTORNEY, EXPERT AND WITNESS FEES AND EXPENSES, UNLESS AN ARBITRATOR DETERMINES THAT YOU OR WE ARE ENTITLED TO RECOVER ATTORNEY'S FEES AND ANY OTHER FEES AND EXPENSES BASED ON APPLICABLE LAW. IF YOU OR WE REQUEST A PANEL OF THREE ARBITRATORS, THE PARTY MAKING SUCH REQUEST SHALL PAY THE FEES INCURRED FOR THOSE ADDITIONAL ARBITRATORS. YOU AND WE ACKNOWLEDGE THAT THIS CONTRACT EVIDENCES A TRANSACTION INVOLVING**

**INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION, ENFORCEMENT AND PROCEEDINGS PURSUANT TO THIS CONTRACT'S ARBITRATION PROVISIONS.**

- 1. IN NO EVENT WILL YOU HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.**
- 2. SUBJECT TO THE PRECEDING PARAGRAPH, YOU AND WE CONSENT TO HAVE ARBITRATION UNDER THIS CONTRACT JOINED WITH ANY OTHER ARBITRATION BETWEEN YOU, ON THE ONE HAND, AND US, OUR AGENT AND/OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, ON THE OTHER HAND, TO THE EXTENT THE DISPUTES ARE RELATED AND JOINDER IS REASONABLY FEASIBLE. THE COMBINED ARBITRATION WILL BE GOVERNED BY THIS CONTRACT'S ARBITRATION PROVISIONS, UNLESS THAT IS NOT PRACTICAL. IN THAT CASE, IT WILL BE GOVERNED BY THE OTHER ARBITRATION PROVISIONS. ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR RESIDENCE, UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY YOU AND US.**
- 3. IF THE AAA IS NOT AVAILABLE TO ADMINISTER THIS CONTRACT'S ARBITRATION, WE WILL SELECT ANOTHER GENERALLY RECOGNIZED ARBITRATION ADMINISTRATOR, REASONABLY ACCEPTABLE TO YOU. THE ARBITRATION WILL BE UNDER THAT ADMINISTRATOR'S RULES, SUBJECT TO ANY CONTRARY PROVISIONS OF THIS CONTRACT.**
- 4. IF YOU REMAIN UNSATISFIED FOLLOWING A CLAIM OR OTHER DETERMINATION BY US, OUR APPEALS PANEL OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, AND YOU WISH TO INITIATE ARBITRATION (OR, WHEN APPLICABLE, A COURT PROCEEDING), YOU MUST INITIATE THE ARBITRATION OR COURT PROCEEDING WITHIN 60 CALENDAR DAYS FOLLOWING WHEN YOU RECEIVE NOTIFICATION OF THE LAST TO OCCUR OF THE FOLLOWING: (A) THE INSURER'S DETERMINATION, IF YOU HAVE EXERCISED YOUR RIGHT TO SEEK SATISFACTION FROM AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT; (B) THE APPEALS DETERMINATION, IF YOU HAVE FILED AN APPEAL UNDER SECTION I (CLAIM APPEAL PROCESS); OR (C) OUR DETERMINATION UNDER THIS CONTRACT, IF YOU HAVE NEITHER SOUGHT SATISFACTION FROM THE INSURER NOR FILED AN APPEAL. YOUR FAILURE TO MEET THIS REQUIREMENT WILL DENY YOU THE RIGHT TO DISPUTE THE DETERMINATION THROUGH ARBITRATION OR A COURT PROCEEDING. IN NO EVENT MAY ARBITRATION OR A COURT PROCEEDING ARISING**

**OUT OF OR RELATING TO THIS CONTRACT, OR TO ITS BREACH, BE BROUGHT MORE THAN THREE YEARS AFTER THIS CONTRACT HAS EXPIRED.**

- 5. THESE PROVISIONS UNDER “ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES” WILL SURVIVE THE TERMINATION OF THIS CONTRACT AND APPLY TO COVER ANY CONTROVERSY, CLAIM OR DISPUTE YOU MAY HAVE WITH AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT.**

**IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO A DISPUTE WILL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.**

### **Missouri**

The following is added to the Contract:

In Missouri the administrator, service provider and obligor for this Contract is Protective Administrative Services, Inc. The mailing address is P.O. Box 790, Deerfield, IL 60015-0790. For Claims and Customer Service, call 800-328-8690.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If a Covered Repair is not paid or service is not provided within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060. If you cancel this Contract and do not receive a refund from us or the Seller within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

- 1. The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Boat and/or Engine(s) and will comply with applicable state and federal laws.**

Subsections 1, 3 and 4 of Section L (Contract Cancellation) are deleted and replaced with the following:

- 1. You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request on our cancellation form to us by mail, fax or email. Cancellation will be effective as of the date we receive your cancellation form. P.O. Box 790, Deerfield, IL 60015-0790, fax 800-574-5116, email [FPC-cancellations@protective.com](mailto:FPC-cancellations@protective.com). If you cancel this Contract, we shall mail a written notice of cancellation to you within 45 days after your written cancellation request is received.
- 3. If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the “Amount Paid”). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty of the amount

outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund 100% of the unearned Amount Paid. We will deduct a \$50 processing fee and any amounts we paid for Covered Repairs from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. You and we are bound by the arbitration only when you and we have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Missouri in which case, arbitration will take place in a location as provided under Missouri law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

### **Montana**

Subsection 2 of Section L (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
  - b. You have committed a material breach of duties with regard to this Contract;
  - c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
  - d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Total Purchase Price, a material misrepresentation by you to us, or substantial breach of duties by you relating to the covered Boat and/or Engine(s) or its use.

### **Nebraska**

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding

arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us once there is a known dispute. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Nebraska in which case, arbitration will take place in a location as provided under Nebraska law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

### **Nevada**

The following is added to the Contract:

If the Boat and/or Engine(s) is eligible, you may purchase a Renewal Contract. To determine if your Boat and/or Engine(s) is eligible for a Renewal Contract, you must contact the Seller before this Contract expires.

Section F (Reporting a Mechanical Breakdown Claim) is amended by adding the following:

In the event of an emergency situation essential to your health and safety, and we cannot be reached, and if the emergency involves the loss of plumbing, heating, cooling or electrical services, repairs will commence within 24 hours after the report of the claim.

If the emergency renders the Boat unfit for you to live in due to defects that immediately endanger the health and safety of the occupants of the Boat and if we determine the repairs cannot practicably be completed within three calendar days after the report of the claim, we shall provide a status report of the following:

1. List of required repairs or services;
2. Primary reason that caused required repairs or services to extend beyond three calendar days period and the status of any parts required for the repairs or services;
3. Current estimated time to complete repairs or services; and
4. Contact information for you to make additional inquiries with a commitment by us to respond to the inquiry no later than one business day after the inquiry.

Subsections 3 and 4 of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

3. **If the Boat and/or Engine falls within any of the following descriptions:**  
used for competitive driving, racing, police or emergency services  
\* driven by multiple, unrelated drivers (such as a fleet boat) \* used commercially \* charter use \* used solely or partially in pursuit of a business or for the generation of income \* used to pull a load in excess of the manufacturer's recommendation.
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions:** the retrofitted with aftermarket equipment to use alternative fuels \* your negligence or misuse of the Boat and/or Engine \* improper servicing \* failure to perform general and safety-related maintenance required or recommended by the manufacturer(s) \* your failure to take reasonable precautions to prevent further damage when an apparent problem exists \* continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants \* overheating caused by thermostat failure \* collision \* upset \* fire \* theft \* civil commotion \* vandalism \* riot \* illegal acts \* nuclear events \* war \* terrorism \* contaminated or incompatible fuel or other fluid \* lean or improper fuel

**mixture (unless caused by the failure of the fuel injection system) \* clogged filters \* the use of oil not recommended by the manufacturer \* faulty or negligent repair work \* rust \* corrosion \* marine organisms on surfaces \* water \* flood \* wind or wind storm \* lightening \* earthquake \* hail \* explosion \* acts of nature or other external forces or events \* mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense \* failure of a Covered Part when caused by the failure of or damage to a non-covered part \* failure of a non-covered part even if caused by the failure of a Covered Part \* reverse polarity, power surges and over loaded circuits.**

Subsections 2, 3, 4 and 5 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for one or more of the following reasons:
  - a. Your conviction of a crime which results in an increase in the service required under this Contract;
  - b. Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service;
  - c. Discovery of an act or omission by you or a violation by you of any condition of this Contract which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract;
  - d. A material change in the nature or extent of the required service or repair which occurs after the Contract Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold; or
  - e. You did not pay the Total Purchase Price.We shall mail a written notice to you at your last known address at least 15 days prior to the effective date of cancellation.
3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month or portion thereof shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund the unearned Amount Paid. We will deduct a \$75 processing fee from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
5. **If we cancel this Contract more than 60 calendar days after the Contract Purchase Date** and we have not paid for a Covered Repair, we will refund the Amount Paid. If we have paid for Covered Repairs, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis, using the date we discover the reason for cancellation as the cancellation date, and will be based on unused Term Months.

## New Hampshire

The following is added to the Contract:

In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-2261.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company, the reimbursement insurer, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 800-950-6060. The reimbursement insurer is obligated to reimburse or pay on our behalf any sums we are legally obligated to pay or shall provide the service we are legally obligated to undertake, according to our contractual obligations under this Contract. In the event we do not pay or provide for a Covered Repair within 60 days after you have submitted proof of loss to us and have fulfilled the requirements for reporting a claim, you are entitled to apply directly to the reimbursement insurer for satisfaction. If you cancel this Contract and do not receive a refund from us or the Seller, please contact the reimbursement insurer.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

The arbitration provision is subject to RSA 542.

## New Jersey

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
- b. You have committed a material breach of duties with regard to this Contract;
- c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
- d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Total Purchase Price, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning the Boat and/or Engine(s) or its use.

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

## **New Mexico**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for one or more of the following reasons:
  - a. Your conviction of a crime that results in an increase in the service required under this Contract;
  - b. Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service hereunder;
  - c. Discovery of an act or omission by you, or a violation by you of any condition of this Contract, which occurred after the Contract Purchase date and which substantially and materially increases the service required under this Contract; or
  - d. You did not pay the Total Purchase Price.We shall mail a written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.
3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month or portion thereof shall be added to a refund that is not paid or credited within 60 days after the date we receive your written cancellation request.

## **New York**

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Boat and/or Engine(s) and will comply with applicable state and federal laws.**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
  - b. You have committed a material breach of duties with regard to this Contract;
  - c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
  - d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Total Purchase Price, a material misrepresentation, or a substantial breach of duties by you relating to the covered Boat and/or Engine(s) or its use.

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.

### Ohio

The following is added to the Contract:

This Contract is not insurance and is not subject to the insurance laws of Ohio.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060. If you cancel this Contract and do not receive a refund from us or the Seller within 60 days after you request cancellation, you may request the refund directly from the insurance company.

### Oklahoma

The following is added to the Contract:

In Oklahoma, the administrator, service provider and obligor for this Contract is The Advantage Warranty Corporation (Oklahoma Licence #862269). The mailing address is P.O. Box 790, Deerfield, IL 60015-0790. For Claims and Customer Service, call 800-328-8690.

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

Oklahoma Service Warranty Statutes do not apply to commercial/business use references in service warranty contracts.

Tailer Coverage under Section E (Coverage) is amended by adding the following: Emergency Roadside Assistance will be provided by SafeRide Motor Club, Inc., 877-456-7209 (Prompt 1). The administrative address is P.O. Box 790 Deerfield, IL 60015-0790.

Subsections 3, 4 and 5 of Section L (Contract Cancellation) are deleted and replaced with the following:

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund 100% of whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.
4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund the unearned Amount Paid. Any amounts we paid for Covered Repairs and a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less, will be deducted from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months. This Contract will be considered

fully earned if the amounts we paid for Covered Repairs exceed the refund amount.

5. **If we cancel this Contract more than 60 calendar days after the Contract Purchase Date** and we have not paid for a Covered Repair, we will refund 100% of the Amount Paid. If we have paid for Covered Repairs, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis, using the date we discover the reason for cancellation as the cancellation date, and will be based on unused Term Months. We will deduct any amounts we paid for Covered Repairs from your refund.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by nonbinding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. Either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

### **Oregon**

The following is added to the Contract:

In Oregon, the administrator, service provider and obligor is Protective Administrative Services, Inc. The mailing address is P.O. Box 790, Deerfield, IL 60015-0790. For Claims and Customer Service, call 800-328-8690.

Trailer Coverage under Section E (Coverage) is amended by adding the following:

Roadside Assistance benefits or services are conducted by SafeRide Motor Club, Inc. ("SafeRide"); however, the service contract obligor, Protective Administrative Services, Inc. ("PASI"), is ultimately responsible for providing those benefits or services. Any failure by SafeRide or PASI to provide such benefits or services, as specified in this Contract, will be covered by PASI's reimbursement insurance policy.

"To obtain service after normal business hours" of Section F (Reporting a Mechanical Breakdown Claim) is deleted and replaced with the following:

**To obtain service after normal business hours: Follow the instructions below and contact us at 800-328-8690 the next business day during normal business hours.**

1. **Take immediate action to prevent further damage to the Boat and/or Engine(s).**
2. **Obtain a written repair estimate from the Repair Facility.**
3. **You must provide maintenance records showing that the Boat and/or Engine(s) has been properly maintained according to the manufacturer's specifications.**

**Subsections 2 and 3 are required before you contact us.**

5. **You or the Repair Facility must contact us at 800-328-8690 before this Contract expires or is cancelled to obtain a claim number before the Repair Facility performs any work.**
6. **Authorize disassembly of the Boat and/or Engine(s) if disassembly is necessary to diagnose the cause and cost of the reported Mechanical**

**Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.**

- 7. Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. You or we may elect arbitration at the time of the dispute after all internal appeals have been exhausted. Arbitration will only be binding on the party that demanded arbitration unless the decision to arbitrate is mutually agreed upon by you and us. Arbitration will take place under the laws of the state of Oregon, unless Oregon law conflicts with Federal Code, and will take place in the county of your residence or place of business unless you have no residence or place of business in Oregon in which case the arbitration will take place in any other county in Oregon agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. If either party elects arbitration, it shall not restrict or impair the parties' access to the courts.

The last paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

**If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction.**

### **Pennsylvania**

Optional Tire and Wheel Surcharged Coverage is deleted from the Registration Page and under Section E (Coverage) in its entirety. Optional Tire and Wheel Surcharged Coverage is not available in Pennsylvania.

### **South Carolina**

The following is added to the Contract:

In the event of a disputed claim, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina, 29201, or by calling 1-800-768-3467. This Contract is not insurance.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

- 1. The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Boat and/or Engine(s) and will comply with applicable state and federal laws.**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

- 2. We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been

altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;

- b. You have committed a material breach of duties with regard to this Contract;
- c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
- d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Total Purchase Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Boat and/or Engine(s) or its use.

- 3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

### **South Dakota**

Optional Tire and Wheel Surcharged Coverage is deleted from the Registration Page and under Section E (Coverage) in its entirety. Optional Tire and Wheel Surcharged Coverage is not available in South Dakota.

### **Texas**

The following is added to the Contract:

Any unresolved complaints concerning us or questions concerning the regulation of contract service providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Protective Property & Casualty Insurance Company, at 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060, if a Covered Repair is not paid to you or a covered service is not provided to you within 60 days after you have fulfilled the requirements for reporting a claim. If you cancel this Contract and do not receive a refund from us or the Seller within 45 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2, 3, and 4 of Section L (Contract Cancellation) are deleted and replaced with the following:

- 2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
  - b. You have committed a material breach of duties with regard to this

Contract;

- c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
- d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Total Purchase Price, fraud or a material misrepresentation by you to us, or a substantial breach of a duty by you relating to the covered Boat and/or Engine(s) or its use.

- 3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- 4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund the unearned Amount Paid. We will deduct a \$50 processing fee and any amounts we paid for Covered Repairs from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. A 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

## Utah

The following is added to the Contract:

You may include the Contract Price with the financing of the Boat and/or Engine(s), or pay the entire amount separately.

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

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060. If you cancel this Contract and do not receive a refund from us or the Seller, please contact the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

- 1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Boat and/or Engine(s) and will comply with applicable state and federal laws.**

Tailer Coverage under Section E (Coverage) is amended by adding the following:  
Emergency Roadside Assistance will be provided by SafeRide Motor Club, Inc., 877-456-7209 (Prompt 1). The administrative address is P.O. Box 790 Deerfield, IL 60015-0790.

Section E (Coverage) and Section F (Reporting a Mechanical Breakdown Claim) are amended by adding the following:

Failure to report or file proof of loss within the time specified in the Contract does not invalidate a claim, if you show that it was not reasonably possible to report or file proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

"To obtain service after normal business hours" of Section F (Reporting a Mechanical Breakdown Claim) is deleted and replaced with the following:

**To obtain service after normal business hours: Follow the instructions below and contact us at 800-328-8690 the next business day during normal business hours.**

- 1. Take immediate action to prevent further damage to the Boat and/or Engine(s).**
- 2. Obtain a written repair estimate from the Repair Facility.**
- 3. You must provide maintenance records showing that the Boat and/or Engine(s) has been properly maintained according to the manufacturer's specifications.**

**Subsections 2 and 3 are required before you contact us.**

- 5. You or the Repair Facility must contact us at 800-328-8690 before this Contract expires or is cancelled to obtain a claim number before the Repair Facility performs any work.**
- 6. Authorize disassembly of the Boat and/or Engine(s) if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.**
- 7. Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

Subsection 2 of Section L (Contract Cancellation) is deleted and replaced with the following:

- 2. We may cancel** this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
  - a. Material misrepresentation;
  - b. Substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Contract;
  - c. Substantial breach of contractual duties, conditions or warranties; or
  - d. You did not pay the Total Purchase Price.

If we cancel within 60 calendar days of the Contract Purchase Date or if we cancel for nonpayment of the Total Purchase Price, we shall give you written notice at least 10 days prior to the effective date of cancellation. If we cancel after 60 calendar days for a reason other than nonpayment of the Total Purchase Price, we shall give you written notice at least 30 days prior to the effective date of cancellation. The notice shall state the reason for cancellation and will be delivered or mailed by first class mail to you at your last known address.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

Arbitration may not preclude any dispute resolution by a small claims court having jurisdiction in Utah, unless the claim or controversy exceeds the jurisdictional limit of the small claims court.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced by the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

### **Vermont**

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Arbitration is binding upon the parties only if both parties agree to the arbitration process. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

### **Washington**

The following is added to the Contract:

**Service of Suit:** The commissioner of insurance is our attorney to receive service of legal process in any action, suit or proceeding in any court.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are guaranteed by a Reimbursement Insurance Policy issued by Protective Property & Casualty Insurance Company. You may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060. If you cancel this Contract and do not receive a refund

from us or the Seller, please contact the insurance company.

Section F (Reporting a Mechanical Breakdown Claim) is deleted and replaced with the following:

**To obtain service during normal business hours:**

1. **Take immediate action to prevent further damage to the Boat and/or Engine(s).**
2. **Take the Boat and/or Engine(s) to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number, if possible.**
3. **You or the Repair Facility must contact us at 800-328-8690 to obtain authorization before any parts are repaired, replaced or cleaned.**
4. **Authorize disassembly of the Boat and/or Engine(s) if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.**
5. **If requested, provide us or the Repair Facility with copies of the Boat and/or Engine(s) maintenance records.**

**To obtain service after normal business hours, you must take immediate action to prevent further damage to the Boat and/or Engine(s) and contact us at 800-328-8690 to report the Mechanical Breakdown, obtain a claim number, and obtain our authorization before the Repair Facility performs any work. In order for us to authorize the Repair Facility to perform repairs you must:**

1. **Obtain a written repair estimate from the Repair Facility.**
2. **If requested, provide us with maintenance records showing that the Boat and/or Engine(s) has been properly maintained according to the manufacturer's specifications.**
3. **Authorize disassembly of the Boat and/or Engine(s) if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.**

**Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel this Contract at any time before it expires for any of the following reasons:**
  - a. **The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;**
  - b. **You have committed a material breach of duties with regard to this Contract;**
  - c. **You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or**
  - d. **You did not pay the Total Purchase Price.**

**We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 21 days prior to the effective date of cancellation.**

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund whatever portion of the Total**

Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The state of Washington is the jurisdiction of any civil action in connection with this Contract. Arbitration shall take place in a location near your residence. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by deleting the following language in its entirety:

**If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding.**

### Wisconsin

The following is added to the Contract:

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

We shall not be entitled to any subrogation proceeds unless and until you have been fully reimbursed for your loss.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim or if we become insolvent or otherwise financially impaired, you may file a claim directly with the insurance company for reimbursement, payment, or provision of the service at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060. If you cancel this Contract and do not receive a refund from us or the Seller, please contact the insurance company.

Tailer Coverage under Section E (Coverage) is amended by adding the following: Emergency Roadside Assistance will be provided by SafeRide Motor Club, Inc., 877-456-7209 (Prompt 1). The administrative address is P.O. Box 790 Deerfield, IL 60015-0790.

Subsections 2, 3, 4 and 5 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
  - a. Material misrepresentation by you to us;
  - b. Substantial breach of duties by you relating to the covered Boat and/or Engine(s) or its use; or
  - c. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Unless cancellation is for nonpayment of the full Contract Price, we shall provide a refund in accordance with subsections 3 or 5.

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund 100% of whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty of the refund amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
4. **If you cancel this Contract more than 60 calendar days after the Contract Purchase Date**, we will refund 100% of the unearned Amount Paid. Any amounts we paid for Covered Repairs and a processing fee of \$75 or 10% of the Amount Paid, whichever is less, will be deducted from your refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount.
5. **If we cancel this Contract more than 60 calendar days after the Contract Purchase Date** and we have not paid for a Covered Repair, we will refund 100% of the Amount Paid. If we have paid for Covered Repairs, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis, using the date we discover the reason for cancellation as the cancellation date, and will be based on unused Term Months. We will deduct any amounts we paid for Covered Repairs from your refund.

Section L (Contract Cancellation) is amended by adding the following:

8. In the event of a total loss of the Boat and/or Engine(s), you may cancel this Contract and we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused term months.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

## **Wyoming**

Subsections 2, 3 and 6 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. The Boat and/or Engine(s) is used in a manner not covered under this Contract (see Section H Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
  - b. You have committed a material breach of duties with regard to this Contract;
  - c. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Boat and/or Engine(s) or the reporting of a Mechanical Breakdown; or
  - d. You did not pay the Total Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 10 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Total Purchase Price, a material misrepresentation by you to us or a substantial breach of duties by you relating to the covered Boat and/or Engine(s) or its use.

3. **If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date**, we will refund whatever portion of the Total Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will deduct any amounts we paid for Covered Repairs from your refund. This Contract will be considered fully earned if the amounts we paid for Covered Repairs exceed the refund amount. If you cancel this Contract and we have not paid for a Covered Repair, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
6. We will honor the rights of a Lienholder to obtain some or all of the refund. If this Contract is cancelled because the Boat and/or Engine(s) is repossessed, the lienholder or lessor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of the Boat and/or Engine(s), the lienholder or lessor will be the sole payee of the refund, or, if you provide us with proof of clear title, you will be the sole payee of the refund. On any other refund, the lienholder or lessor shall be named as their interest may appear.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

### **M. Matters Concerning Disputes:**

At the time of any disagreement the parties may voluntarily agree, in a separate written agreement, to submit their matters of difference to arbitration. Should you choose not to arbitrate; any legal proceeding with respect to a dispute will be tried in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract or its breach be brought more than four years after this Contract has expired.

## MAINTENANCE SCHEDULE

[illegible]

## MAINTENANCE SCHEDULE

[illegible]

## **Notes**

## **Notes**