

PASSPORTSM

EXTENDED MARINE PROTECTION



PASSPORTSM

BENEFITS AND CONDITIONS

Administrator:

Brunswick Product Protection Corporation
544 Lakeview Parkway, Suite 100
Vernon Hills, Illinois 60061
Claims Fax: 866-404-5832
Admin Fax: 866-404-5831

Obligor:*

Consumer Program Administrators, Inc.
175 West Jackson Blvd.
Chicago, Illinois 60604
Phone: 800-752-6265

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

Table of Contents

3	Definitions
4	To The Owner
4	Extended Marine Protection Benefits
4	Mechanical Breakdown
4	Service Assist
4	Transfer Provision
5-16	What This Agreement Covers
5-8	Engine Package Protection
5	Outboard - Outboard Repower
6	Jet Engines
7	Gas Sterndrive - Inboard
8	Diesel Sterndrive - Inboard/Diesel Wrap
9-15	Optional Accessory Package Protection
9	Runabout Class
9-10	Dayboat Class
10	Pontoon Class
10-11	Ski Class
11-12	Sportsman's Class
12	Offshore Sportsman's Class
13	Marlin Class
13-14	Captain's Class
14	Cruiser Class
14	Yacht Class
15	Navigation Electronics
15	Bow & Stern Thruster
15	Generator
15	Trailer
16	Optional Protection Upgrades (New Watercraft)
16	Limit of Liability Upgrade
16	Major Casting/Housing Upgrade
17	How to File a Claim
17	Agreement Holder's Guidelines
17	Service Department Guidelines
18-21	Important Information
18	Reimbursement
18	Additional Approved Claim Reimbursement
19	Limit of Liability
19-21	General Provisions
21	Cancellation Provision
21	Agreement Holder's Responsibilities
22-23	What is Not Covered
24-32	Special State Requirements/Disclaimers

Definitions

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

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

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

Administrator in all states: Brunswick Product Protection Corporation, 544 Lakeview Pkwy, Suite 100, Vernon Hills, IL 60061, Phone: 800-950-3808, Fax: 866-404-5831

Obligor- The entity who agrees to reimburse the reasonable cost for the repair or replacement of a Covered component due to a Mechanical Breakdown. The Issuing Dealer of this Agreement is the Obligor in the state of Alaska.

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

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

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

Oklahoma License #44198051

In AR and WA: National Product Care Company

All located at 175 West Jackson Blvd., Chicago, Illinois 60604, Toll-Free: 800-752-6265

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

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

Mechanical Breakdown- The failure of a listed covered component to perform that function for which it was designed, due to defects in material or the faulty workmanship in its manufacturing. Breakdown does not include the gradual reduction in operating performance caused by wear or pre-mature wear, when a failure has not occurred.

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

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

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

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

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

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

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

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

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

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

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

Term of the Agreement- The period of time indicated on the Registration Page beginning on the new or Pre-Owned Agreement Effective Date.

To The Owner

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

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

Extended Marine Protection Benefits

Mechanical Breakdown

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

Service Assist

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

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

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

Only one Service Assist can be applied per claim occurrence.

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

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

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

Transfer Provision

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

Agreements on Pre-owned Watercraft are non-transferable in all states except Agreements originating in Florida and North Carolina - see Special State Requirements/Disclaimer sections on page 26 and 30 for transfer details.

Engine Package Protection

Outboard - Outboard Repower

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

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

Electrical: Alternator, voltage regulator, stator, starter drive, starter, starter solenoid, power pack/switch box, electronic ignition module, timer base, trigger assembly, ignition coil, capacitor discharge modules ("CDM"), ignition switch, engine wiring harness

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

Engine 4 Cycle: Crankshaft, main bearings, main bearing bolts, connecting rods, connecting rod bearings, connecting rod bolts, camshaft, camshaft bearings, pistons, piston rings, wrist pins, wrist pin lock rings, lifters, rocker arms, valve springs, valve guides, valve spring retainers, valve covers, oil pump, oil filter housing

Fuel System: Electronic control unit ("ECU") module, fuel injectors, injector rails, pressure regulator, low pressure pump, high pressure pump, mechanical fuel pump, electric choke/primer, wiring harness

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

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

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

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

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

Seals & Gaskets: Seals and gaskets are covered, as needed, in conjunction with the replacement of a failed covered component. Failures and/or fluid loss caused by worn or mis-installed seals and gaskets are not covered.

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

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

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

Engine Package Protection

Jet Engines*

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

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

Electrical: Alternator, voltage regulator, stator, starter drive, starter, starter solenoid, power pack/switch box, electronic ignition module, timer base, trigger assembly, ignition coil, capacitor discharge modules ("CDM"), ignition switch, engine wiring harness, rev limiter

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

Engine 4 Cycle: Crankshaft, main bearings, main bearing bolts, connecting rods, connecting rod bearings, connecting rod bolts, camshaft, camshaft bearings, pistons, piston rings, wrist pins, wrist pin lock rings, lifters, rocker arms, valve covers, valve springs, valve spring retainers, oil pump, oil filter housing, flywheel

Fuel System: Fuel injectors, injector rails, pressure regulator, low pressure pump, high pressure pump, mechanical fuel pump, fuel supply module, electronic control unit ("ECU") module, electric choke/primer, wiring harness

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

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

Seals & Gaskets: Seals and gaskets are covered, as needed, in conjunction with the replacement of a failed covered component. Failures and/or fluid loss caused by worn or mis-installed seals and gaskets are not covered.

Steering: Steering control helm assembly, control rack and yoke assembly, steering gate, rudder, nozzle and pulleys

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

*Personal Watercraft are not eligible for Coverage.

Engine Package Protection

Gas Sterndrive - Inboard

Cooling System: Engine circulating pump, heat exchangers

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

Electrical: Alternator, voltage regulator, electronic ignition module, ignition coil, starter, starter solenoid, starter drive, electric choke, electric choke solenoid, engine wiring harness, ignition switch

Engine: Crankshaft, main bearings, main bearing bolts, connecting rods, connecting rod bearings, connecting rod bolts, camshaft, camshaft bearings, pistons, piston rings, wrist pins, push rods, lifters, valve springs, valve guides, valve spring retainers, rocker arms, timing gears, timing chain, timing belt, oil pump, oil filter housing, flywheel, harmonic balancer, engine mounts, distributor, head gasket(s), rocker covers, timing gear cover

Fuel System: Fuel injectors, injector rails, pressure regulator, low pressure pump, high pressure pump, fuel management control unit, wiring harness, flame arrestor, fuel cooler, vapor separator ("VST"), engine-mounted electronic control unit ("ECU") module

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

Seals & Gaskets: Seals and gaskets are covered, as needed, in conjunction with the replacement of a failed covered component. Failures and/or fluid loss caused by worn or mis-installed seals and gaskets are not covered.

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

Sterndrive Control System: Power steering pump, power steering cooler, thrust vector module ("TVM"), TVM cylinder, joystick

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

Sterndrive Intermediate Housing: Intermediate drive shaft, universal joints, gimbal bearing, center yoke, drive yoke, steering yoke, engine coupler, intermediate shift cable

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

Transmission: Transmission mounts, clutch plates, clutch drums, thrust plates, planetary gears, shift bands, reduction gears, bearings, shafts, bearing carriers, hydraulic pump, hydraulic pistons, valve bodies, neutral safety switch, control valves, transmission oil cooler, shift pressure transducer

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

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

Engine Package Protection

Diesel Sterndrive - Inboard/Diesel Wrap*

Cooling System: Engine circulating pump, heat exchangers

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

Electrical: Alternator, voltage regulator, electronic ignition module, ignition coil, electric choke, electric choke solenoid, starter, starter solenoid, starter drive, engine wiring harness, ignition switch

Engine: Crankshaft, main bearings, main bearing bolts, connecting rods, connecting rod bearings, connecting rod bolts, camshaft, camshaft bearings, pistons, piston rings, wrist pins, rocker arms, rocker covers, push rods, lifters, valve guides, valve springs, valve spring retainers, head gasket(s), timing gear cover, timing gears, timing chain, timing belt, harmonic balancer, oil pump, oil filter housing, flywheel, engine mounts, pump drive gears, front idler gears

Fuel System: Fuel injection pump, fuel injector rails, fuel injectors, pressure regulator, fuel management control unit, wiring harness, engine-mounted electronic control unit ("ECU") module

Seals & Gaskets: Seals and gaskets are covered, as needed, in conjunction with the replacement of a failed covered component. Failures and/or fluid loss caused by worn or mis-installed seals and gaskets are not covered.

Sterndrive Control System: Power steering pump, power steering cooler, thrust vector module ("TVM"), TVM cylinder, joystick

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

Sterndrive Intermediate Housing: Intermediate drive shaft, universal joints, gimbal bearing, center yoke, drive yoke, steering yoke, engine coupler, intermediate shift cable

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

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

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

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

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

*Diesel Wrap Engine Package Protection is available on diesel units with a 5-year OEM's engine warranty and is eligible for a 5-year term.

Optional Accessory Package Protection

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

Runabout Class

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

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

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

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

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

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

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

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

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

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

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

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

Dayboat Class

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

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

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

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

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

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

Horn: Control panel, electric horn

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

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

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

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

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

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

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

(continued on next page)

Optional Accessory Package Protection

Dayboat Class (continued)

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

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

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

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

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

Pontoon Class

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

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

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

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

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

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

Refrigerator: Thermostat, cooling unit, power supply

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

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

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

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

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

Ski Class

Ballast: Pump, ballast bag, wired control switch

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

Cockpit Heat Exchanger: Power supply, fan and switch

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

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

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

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

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

(continued on next page)

Optional Accessory Package Protection

Ski Class (continued)

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

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

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

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

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

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

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

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

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

Sportsman's Class

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

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

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

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

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

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

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

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

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

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

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

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

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

(continued on next page)

Optional Accessory Package Protection

Sportsman's Class (continued)

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

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

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

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

Offshore Sportsman's Class

Package includes Sportsman's Class components plus the following:

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

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

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

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

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

Galley Cook Top: Thermostat, burner assembly

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

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

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

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

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

Microwave Oven: All models

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

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

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

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

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

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

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

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

Optional Accessory Package Protection

Marlin Class

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

Air Conditioner: (One chiller system) Compressor, condenser, heat exchanger, evaporator, thermostat, capacitors, relays, fans, control board

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

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

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

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

Oil Exchange Pump: Motor and switch

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

Television: (Two units) Televisions only

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

Captain's Class

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

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

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

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

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

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

Galley Cook Top: Thermostat, burner assembly

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

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

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

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

Microwave Oven: All models

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

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

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

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

(continued on next page)

Optional Accessory Package Protection

Captain's Class (continued)

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

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

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

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

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

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

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

Cruiser Class

Package includes Captain's Class components plus the following:

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

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

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

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

Microwave Oven: (Second unit) All models

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

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

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

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

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

Yacht Class

Package includes all Cruiser Class components plus the following:

Air conditioner: (Fourth stowaway unit to include chiller system) Compressor, condenser, heat exchanger, evaporator, thermostat, capacitors, relays, fans and control board

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

Oil Exchange Pump: Motor and switch

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

Television: (Three units) Televisions only

Optional Accessory Package Protection

Navigation Electronics

Auto Pilot: Head unit, hydraulic pump

Day/Night Camera: (Two units) Camera only

Electronic Compass: Electronic compass assembly

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

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

Satellite Weather Module: Module and antenna

Bow and Stern Thruster

Electric motor, wiring harness, control panel, bow & stern thruster battery charger

Generator*

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

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

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

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

Trailer**

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

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

Optional Protection Upgrades

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

Limit of Liability Upgrade

New Engine Package Protection: This Optional Protection Upgrade increases the standard limit of liability amount of \$10,000 per Engine Package Protection to a total liability amount of \$20,000, \$30,000 (gas, diesel*) or \$50,000 (diesel only*) per Engine Package Protection.

Pre-Owned Engine Package Protection: The limit of liability is a cumulative total of all claims reimbursed during the Term of the Agreement up to a maximum of \$10,000, \$20,000 or \$30,000 per Engine Package Protection as indicated on the Registration Page.

Optional Accessory Package Protection (New Vessels Only): This Optional Protection Upgrade increases the standard limit of liability of \$10,000 on Offshore Sportsman's Class, Marlin Class, Cruiser Class or Yacht Class Accessory Package Protection to a total limit of liability amount of \$20,000 per Accessory Package Protection.

Major Casting/Housing Upgrade:

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

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

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

*Diesel Wrap Engine Package Protection Limit of Liability Upgrade is limited to \$20,000 per Engine Package.

How to File a Claim

Agreement Holder's Guidelines

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

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

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

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

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

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

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

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

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

Service Department Guidelines

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

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

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

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

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

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

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

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

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

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

Important Information

Reimbursement

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

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

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

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

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

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

Additional Approved Claim Reimbursement

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

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

Service Assist: Charges only qualify for reimbursement if necessary as a part of a covered repair. Reimbursement limited to a maximum of one (1) hour of the posted shop labor rate, not to exceed \$125 per claim occurrence.

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

Important Information

Limit of Liability

New Engine Package Protection: The limit of liability is a cumulative total of all claims reimbursed during the Term of the Agreement up to a maximum of \$10,000, \$20,000, \$30,000 (gas, diesel*) or \$50,000 (diesel only*) per Engine Package Protection as indicated on the Registration Page.

Pre-Owned Engine Package Protection: The limit of liability is a cumulative total of all claims reimbursed during the Term of the Agreement up to a maximum of \$10,000, \$20,000 or \$30,000 per Engine Package Protection as indicated on the Registration Page.

Optional Accessory Package Protection (New Boats Only): The limit of liability for Runabout Class, Day Boat Class, Sportsman's Class, Offshore Sportsman's Class, Marlin Class, Pontoon Class, Ski Class, Captain's Class, Cruiser Class, Yacht Class, Navigation Electronics, Generator and/or Trailer is the total of all claims reimbursed during the term of the Agreement up to a maximum cumulative total of \$10,000 or \$20,000 for the Offshore Sportsman's Class, Marlin Class, Cruiser Class, or Yacht Class per Accessory Package Protection as indicated on the Registration Page.

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

*Diesel Wrap Engine Package Protection Limit of Liability Upgrade is limited to \$20,000 per Engine Package Protection.

General Provisions

Where The Agreement Holder Is Covered

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

Agreement Limitations

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

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

Multiple Component Groups

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

Loss of Use

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

Entire Agreement

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

Important Information

General Provisions (continued)

Right of Removal

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

Dispute Resolution - Arbitration

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

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

Insurance Policy

This Agreement is not an insurance contract. The obligations of the Obligor under this Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois, 60604. In the event the Obligor ceases to operate, is bankrupt or otherwise financially impaired or the Agreement Holder's valid claim is not paid within sixty (60) days after proof of loss has been filed, the Agreement Holder may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 800-209-6206.

Important Information

General Provisions (continued)

Cancellation Provision

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

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

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

Transferred Agreements do not qualify for a refund.

All refunds will be handled by the Issuing Dealer.

Agreement Holder's Responsibilities

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

- 1. The Agreement Holder must have the Watercraft or accessory unit serviced as specified by the OEM, to include all maintenance and off-season storage procedures as listed in the OEM owner/operator manual. Diesel air cleaners, turbo chargers and fuel injectors must be maintained per the OEM's minimum standards. Receipts showing dates and services performed and/or materials purchased must be retained and furnished to the repair facility/service department and the Administrator in the event of a claim. Any OEM updates and/or modifications performed must be accompanied by the corresponding receipts.**
- 2. Use only OEM recommended oils, filters, additives, grease and fuel.**
- 3. Report all Mechanical Breakdowns to the Administrator within thirty (30) days of the date of failure.**
- 4. Assume all costs/charges for items not covered or in excess of the Agreement Reimbursement Policy.**
- 5. Replace bellows/boots per the OEM's specifications as regular maintenance of the unit.**
- 6. Replace seals and gaskets if determined to be leaking, but no Mechanical Breakdown has occurred, as maintenance of the Watercraft or accessory unit.**

What Is Not Covered

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

(continued on next page)

What Is Not Covered (continued)

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

Special State Requirement/Disclaimers

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

Alabama

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

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

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

If the Agreement Holder cancels this Agreement after thirty (30) days or if a claim has been incurred, the refund will be calculated based on 100% of the unearned pro-rata premium, less all claims paid. An administrative fee of \$25 will be deducted from the refund.

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

Arizona

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

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

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

The **Cancellation Provision** is amended by deleting:

"less all claims paid"

and by inserting:

The 10% deduction is for administrative expense

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

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

Exclusions #5, 7 and 8 are amended to include: WHILE OWNED BY THE AGREEMENT HOLDER.

Arkansas

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

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

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

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

California

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

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

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

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

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

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

Special State Requirement/Disclaimers

California (continued)

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

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

Mandatory arbitration is not allowed under this Agreement. If the Agreement Holder and the Obligor mutually agree, this Agreement provides for binding arbitration if there is an unresolved dispute between the Agreement Holder and the Obligor concerning this Agreement (for example the cost of, lack of or actual repair or replacement arising from a Mechanical Breakdown). Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where the Agreement Holder lives. Notwithstanding this arbitration provision, the Agreement Holder is not prohibited from bringing an action in Small Claims Court to resolve your dispute.

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

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

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

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

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

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

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

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

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

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

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

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

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

Performance to the Agreement Holder under this Agreement is guaranteed by a California approved insurance company. The Agreement Holder may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after the Agreement Holder's request. The name and address of the insurance company is: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If the Agreement Holder is not satisfied with the insurance company's response, contact the California Department of Insurance at 1-800-927-4357.

Special State Requirement/Disclaimers

Colorado

The following is added to this Agreement:

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

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

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

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

Connecticut

The Coverage afforded by this Agreement is still available should the Term of the Agreement lapse while the Agreement Holder's Watercraft or accessory unit is in the custody of the Issuing Dealer or repair facility for a covered repair.

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

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

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

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

Florida

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

All references to Brunswick Product Protection Corporation are deleted in their entirety and replaced with:

Brunswick Product Protection Corporation of Florida License #60119
544 Lakeview Pkwy., Ste 100, Vernon Hills, IL 60061, 800-950-3808

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

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

Under **How to File a Claim, Agreement Holder's Guidelines** and **Service Department Guidelines** are amended as follows:

The thirty (30) day time period for filing a claim after a Mechanical Breakdown is replaced with ninety (90) days.

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

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

If the Agreement Holder cancels this Agreement within sixty (60) days of the Agreement Effective Date, a 100% refund of the Agreement price will be made less any claims paid. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer, Administrator or Obligor. An administrative fee of 5% of the gross premium (retail cost) will be deducted from the refund less any claims paid.

If the Agreement Holder cancels this Agreement after sixty (60) days, a 90% refund of the unearned pro-rata premium will be made.

If the Obligor cancels this Agreement, a 100% refund of the unearned pro-rata premium will be made less any claims paid. Obligor may only cancel this Agreement after 60 days, and only for the following reasons: 1) Material misrepresentation or fraud at the time of sale; 2) Failure of the Agreement Holder to maintain the motor vehicle as prescribed by the manufacturer; 3) The odometer has been tampered with or disabled and the Agreement Holder has failed to repair the odometer; or 4) Nonpayment of premium by the Agreement Holder.

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

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

Transferred Agreements do not qualify for a refund.

Reimbursement Provision is amended to include:

Remanufactured replacement parts may be used when available.

Special State Requirement/Disclaimers

Georgia

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

The **Cancellation Provision** is amended by deleting:

"less all claims paid" and by inserting:

If the Obligor cancels this Agreement, the Obligor will mail the Agreement Holder written notice:

- At least ten (10) days prior to the effective date of cancellation if the Agreement Holder does not pay the Agreement price, or
- At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

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

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

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

Hawaii

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

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

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

Idaho

The following wording is added:

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

Iowa

The following wording is added:

This Agreement is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537. In the event the Agreement Holder does not receive satisfaction under this Agreement, the Agreement Holder may contact the Iowa Insurance Commissioner at: Iowa Insurance Division, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738.

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

Upon the Issuing Dealer's receipt of the Agreement Holder's request to cancel this Agreement, written notice will be provided to the Agreement Holder within fifteen (15) days of cancellation. If the Agreement Holder cancels this Agreement, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Agreement to the Issuing Dealer.

Louisiana

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

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

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a 100% refund of the Agreement price will be made. After thirty (30) days, the refund will be calculated based upon 90% of the unearned pro-rata premium.

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

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

Maine

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

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

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

Maryland

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

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

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

Special State Requirement/Disclaimers

Michigan

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

Minnesota

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

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

Missouri

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

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

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

The Cancellation Provision is amended as follows:

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

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

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

Nebraska

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

Notwithstanding anything in this Agreement to the contrary, if the Agreement Holder and the Obligor mutually agree at the time of loss, this Agreement provides for arbitration if there is an unresolved dispute between the Agreement Holder and the Obligor concerning this Agreement. The Agreement Holder agrees not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the Agreement Holder and the Obligor positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon the Agreement Holder. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where the Agreement Holder lives. Notwithstanding this arbitration provision, the Agreement Holder is not prohibited from bringing an action in Small Claims Court to resolve your dispute.

The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. To start arbitration, either the Agreement Holder or the Obligor must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. The Agreement Holder and the Obligor will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by the Agreement Holder and the Obligor. Unless otherwise agreed to by the Agreement Holder and the Obligor, the arbitration will take place in the county and state in which the Agreement Holder lives. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement.

Nevada

The following is added to this Agreement:

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

The **What Is Not Covered** section 7 A is deleted and replaced with: A. DAMAGE TO OTHERWISE COVERED COMPONENT(S) RESULTING FROM ANY COMPONENT(S) THAT IS ALTERED OR MODIFIED AFTER THE AGREEMENT EFFECTIVE DATE.

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

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement price will be made. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty for each thirty (30) day period or portion thereof shall be added to a refund that is not made within sixty (60) days of cancellation. After thirty (30) days or if a claim has been incurred, the refund will be calculated based upon 100% of the unearned pro-rata premium, less a cancellation fee of \$25.00.

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

Special State Requirement/Disclaimers

Nevada (continued)

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

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

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

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

The following is added to the **General Provisions** section: **Non-Renewable:** This Agreement is non-renewable.

New Hampshire

The following wording is added:

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

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

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

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

New Jersey

The following is added to this Agreement:

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

The Cancellation Provision is amended as follows:

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

New Mexico

The **General Provisions** section "**Term of Agreement**" is amended to include:

This Agreement is not renewable.

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

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

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

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

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

New York

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

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

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

Special State Requirement/Disclaimers

North Carolina

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

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

Oklahoma

Obligor: Automotive Warranty Services of Florida, Inc., Oklahoma License #44198051.

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

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

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

The following wording is added:

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

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

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

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

Transferred Agreements do not qualify for a refund.

All refunds will be handled by the Issuing Dealer.

This is not an insurance contract.

Oregon

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

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

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

South Carolina

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

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

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

If the Agreement Holder has questions, concerns or complaints regarding this Agreement, address them to:

South Carolina Department of Insurance
P.O. Box 100105
Columbia, South Carolina 29201-3105
803-737-6180

Texas

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

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

Consumer Program Administrators, Inc.
d.b.a. The Administrators of Consumer Programs
175 West Jackson Blvd.
Chicago, Illinois 60604

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 800-803-9202.

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

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

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

If the Obligor cancels this Agreement, no administrative fee will be charged.

The right to cancel this Agreement is not transferable to a subsequent holder of this Agreement.

Special State Requirement/Disclaimers

Utah

The following wording is added:

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

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

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

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

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

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

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

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

Any matter in dispute between the Agreement Holder and the Obligor may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the Obligor. Any decision reached by arbitration shall be binding upon both the Agreement Holder and the Obligor. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

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

This Agreement is not an insurance contract. The obligations of the Obligor under this Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois, 60604. In the event the Obligor ceases to operate, is bankrupt or otherwise financially impaired or any Agreement Holder's claim is not paid within sixty (60) days after proof of loss has been filed, the Agreement Holder may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 800-209-6206.

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

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

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

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

Vermont

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

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

Washington

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

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

If the Agreement Holder cancels this Agreement after thirty (30) days or if a claim has been incurred, the refund will be calculated based on 100% of the unearned pro-rata premium, less all claims paid. An administrative fee of \$25 will be deducted from the refund.

The Implied Warranty of Merchantability on the Agreement Holder's Watercraft or accessory unit is not waived if this Agreement has been purchased within ninety (90) days of the purchase date of the Watercraft or accessory unit covered by this Agreement.

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

Special State Requirement/Disclaimers

Washington (continued)

The **General Provisions** section "**Cancellation Provision**," the second paragraph is deleted and replaced with the following: In the event the Obligor exercises their right of cancellation, for any reason within sixty (60) days of the Agreement Effective Date, a 100% refund of the Agreement price will be made. After sixty (60) days the Watercraft is covered by the Agreement and the Agreement Holder is fully obligated under the terms of this Agreement.

The obligations of the Obligor under this Agreement are guaranteed under Insurance Policy # 2622 issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois, 60604. The Agreement Holder may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 800-209-6206.

Wisconsin

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

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

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

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

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

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

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

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement price will be made. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation. After thirty (30) days, or if a claim has been incurred, the refund will be calculated based upon 100% of the unearned pro-rata premium, less any claims paid. An administrative fee which may not exceed ten percent (10%) of the Agreement price will be deducted from the refund. In the event Agreement Holder's Watercraft is declared a total loss, Agreement Holder may cancel the Agreement and receive a pro-rata refund of the Agreement price, less any claims paid. No administrative fee will be charged.

In the event the Obligor exercises their right of cancellation, at anytime, the refund will be calculated based upon 100% of the unearned pro-rata premium. If the Obligor cancels this Agreement, the Agreement Holder will receive written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. The Obligor may cancel this Agreement:

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

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

In the event Your Watercraft is declared a total loss, You may cancel the Service Contract and receive a pro-rata refund of the Service Contract Price, less any claims paid. No administrative fee will be charged.

Under the **General Provisions** section, the **Agreement Holder's Responsibilities**, 3 sentence is deleted in its entirety and replaced with the following:

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

Wyoming

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

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

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement price will be made. A ten percent (10%) penalty per month shall be added to the Agreement Holder's refund that is not made within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice ten (10) days prior to cancellation.

