

## PROTECTION PLAN REGISTRATION

| AGREEMENT HOLDER INFORMATION |                                                                         |                                                                            |                                |
|------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------|
| NAME                         |                                                                         |                                                                            | PHONE                          |
| ADDRESS                      |                                                                         |                                                                            |                                |
| CITY                         |                                                                         | STATE                                                                      | ZIP                            |
| AGREEMENT INFORMATION        |                                                                         |                                                                            |                                |
| TERM IN MONTHS               | PURCHASE DATE                                                           | EFFECTIVE DATE                                                             | EXPIRATION DATE                |
| WAITING PERIOD (DAYS)        | DEDUCTIBLE                                                              | AGREEMENT NUMBER                                                           | PURCHASE PRICE<br>\$           |
| COVERAGE:                    | <input type="checkbox"/> POWERTRAIN                                     | <input type="checkbox"/> CRAFT                                             | <input type="checkbox"/> CABIN |
| VESSEL INFORMATION:          | MAKE                                                                    | MODEL                                                                      | YEAR                           |
|                              | HIN                                                                     | CONDITION<br><input type="checkbox"/> NEW<br><input type="checkbox"/> USED | VESSEL PURCHASE PRICE<br>\$    |
| ENGINE #1 INFORMATION        | MAKE                                                                    | MODEL                                                                      | YEAR                           |
|                              | CONDITION<br><input type="checkbox"/> NEW <input type="checkbox"/> USED | SN                                                                         | ENGINE PURCHASE PRICE<br>\$    |
| ENGINE #2 INFORMATION        | MAKE                                                                    | MODEL                                                                      | YEAR                           |
|                              | CONDITION<br><input type="checkbox"/> NEW <input type="checkbox"/> USED | SN                                                                         | ENGINE PURCHASE PRICE<br>\$    |
| ENGINE #3 INFORMATION        | MAKE                                                                    | MODEL                                                                      | YEAR                           |
|                              | CONDITION<br><input type="checkbox"/> NEW <input type="checkbox"/> USED | SN                                                                         | ENGINE PURCHASE PRICE<br>\$    |
| SELLER INFORMATION           |                                                                         |                                                                            |                                |
| NAME                         |                                                                         |                                                                            | PHONE                          |
| ADDRESS                      |                                                                         |                                                                            |                                |
| CITY                         |                                                                         | STATE                                                                      | ZIP                            |
| LIENHOLDER INFORMATION       |                                                                         |                                                                            |                                |
| NAME                         |                                                                         | ADDRESS                                                                    |                                |
| CITY                         | STATE                                                                   | ZIP                                                                        | PHONE                          |

**APPLICANT'S ACKNOWLEDGMENT:** This Contract is optional, not a condition of credit, and is not required in order to purchase or lease a vessel or obtain financing for a vessel. You may pay for this Contract by cash or by including it in the financing of Your Vessel. If this Contract has been financed, the lienholder identified above shall be entitled to any refunds resulting from cancellation. This Contract is not an insurance policy. The rate charged to You for this Contract is not subject to regulation by the Florida Office of Insurance Regulation. **THIS CONTRACT DOES REQUIRE A WAITING PERIOD OF THIRTY (30) DAYS FROM THE CONTRACT EFFECTIVE DATE. NO CLAIMS WILL BE AUTHORIZED NOR WILL YOU BE REIMBURSED FOR THE COST OF ANY REPAIRS OR SERVICES WHICH OCCUR DURING THE WAITING PERIOD. PLEASE NOTE: THIRTY (30) DAYS WILL BE ADDED TO THE TERM OF THE CONTRACT.**

My signature below means that I have reviewed and understand the time and mileage limitations, coverage, maintenance requirements, and exclusions, and that **the repair of non-covered components is excluded from coverage**. I have reviewed all the coverage and options available. All the options I wish to purchase are clearly marked above.

AGREEMENT HOLDER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Marine Service Agreement**  
**RECREATIONAL MARINE PROTECTION PLAN**  
**TERMS AND CONDITIONS**

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**CONGRATULATIONS!**

Thank You for Your purchase of the CONNEX MARINE Recreational Marine Protection Plan. We are delighted at the opportunity to serving You with Your marine protection needs. Please read the terms and conditions to learn about what's covered. If You experience a failure with Your Covered Item in Your Covered Vessel, during the coverage period, please follow the steps described below to make a Claim to obtain Your benefits.

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**A. MARINE SERVICE AGREEMENT**

Throughout this terms and conditions document, the words "Service Agreement", "Agreement", "Service Contract" and "Contract" mean this document detailing all coverage provisions, conditions, exclusions, and limitations that has been provided to You upon purchase completion. Throughout this Agreement the word "Administrator" refers to AssureSolv LLC., 10016 Laureate Way, Bethesda, MD 20814; 1-888-420-1181. Throughout this Agreement, the words "You" and "Your" refer to the purchaser/owner of the Covered Item under the provisions of this Contract. The words "We", "Us", "Our", "Obligor" and "Provider" refer to Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; (866) 927-3097. In Oklahoma: License # 44200963.

This is a Service Contract, not an insurance policy. This Agreement is intended to provide protection against the cost of repairing the Breakdown of specific Covered Item within Your vessel (see Section E. COVERAGE). "Breakdown" or "Failure" means the Covered Item is unable to operate due to a mechanical, electrical or electronic malfunction resulting from normal wear and tear in proper and safe operating conditions and properly and/or permanently installed and located within the perimeter of the hull of Your boat on the effective date of this Agreement.

During the coverage period, We will arrange, or authorize You to arrange, for an authorized service technician to repair or replace the Covered Item in accordance with the terms and conditions of this Agreement. Throughout this Agreement, the words "Covered Item" refer to systems, components and equipment in accordance with the terms and conditions of this Agreement (see Section H. COVERED ITEMS). The Covered Item must be located within the perimeter of the vessel (see Section B. ELIGIBLE PRODUCT) purchased by You that is to be covered under this Contract. Please read this Agreement carefully to determine and understand Your rights, duties, and what is and is not covered.

**B. ELIGIBLE PRODUCTS**

To be eligible for coverage under this Agreement, Your vessel must be:

1. one of the following boat types:
  - Recreational Boats
    - Motor Yacht Boat
    - Catamaran Boat
    - Pontoon Boat
    - Deck Boat
    - Bowrider Boat
    - Runabout Boat
    - Cabin Cruiser Boat
    - Personal Watercraft Boat
    - Jet Boat
    - Ski Boat/Wakeboard Boat
  - Fishing Boats
    - Fishing Boat
    - Center Console Boat
    - Trawler Boat
  - Utility Boats
    - Dinghy Boat

- Lifeboat
  - Extended-Stay Boats
    - Houseboat
  - Sports & Adventure Boats
    - Game Boat
    - Banana Boat
  - Specialty Boats
    - Defan Bridge Boat
2. any Covered Item specified in Section E. COVERAGE of this Agreement;
  3. new or fifteen (15) years of age or less at the time of purchase or renewal;
  4. inspected by a qualified boat inspector at the time of Your purchase of this Agreement; and
  5. purchased from CONNEX MARINE or an authorized dealer of CONNEX MARINE.

#### C. EFFECTIVE DATE OF COVERAGE

1. The Term begins upon receipt of Your payment of the Plan Fee and ends based on the Term length You purchased which is shown on the sales receipt/invoice of Your Recreational Marine Protection Plan and/or Protection Plan Registration and Summary which You receive when Your payment of the Plan Fee is successfully processed. Throughout this Agreement, “Term” is defined as the period of time shown on Your sales receipt/invoice and/or Protection Plan Registration Page which represents the duration in which the provisions of this Contract are valid. **There is an initial waiting period of thirty (30) days during which You will not be able to request a service call, giving You less than twelve (12) full months of coverage in the first year.** At the end of the Term, You may receive a renewal offer with a fee, and upon renewal, there will be no waiting period.
2. This Agreement may be eligible for renewal, at Our sole discretion. If eligible, the Term begins upon the elapse of the prior Agreement Term and upon receipt of Your payment of the Plan Fee before the elapse of the Term of the prior Agreement, subject to conditions in Section F. PLAN FEES & PAYMENTS.
3. If the Covered Items are covered by a manufacturer’s warranty, the benefits provided herein shall begin upon the elapse of that coverage and continue until the end date as defined in Section C.1.

#### D. TERMS OF COVERAGE

1. This Agreement covers parts and labor costs to repair or replace Your Covered Items in the event it experiences a Breakdown that is not covered under any insurance policy, warranty, or other service contract, up to the Limitation of Liability in Section G. LIMITATION OF LIABILITY and the terms and conditions of this Agreement.
2. For service to be performed under this Agreement, You must notify the Administrator as soon as the problem is discovered by making a Claim online twenty-four (24) hours a day at <https://connex.warrantysphere.com> or by calling the Administrator at 1-888-643-8015. Our customer service representatives are available from 9 a.m. to 5 p.m. EST and closed on weekends and holidays. All service work covered by this Agreement must be performed by an authorized service technician and approved by Us in advance. **All unauthorized service work will not be covered by this Agreement. Any incurred cost and subsequent damage that may have occurred or have been caused by unauthorized service work will be assumed by You.**
3. We will use Our best efforts to contact an authorized service technician within twenty-four (24) hours during normal business hours and within forty-eight (48) hours on weekends, holidays, and days We are closed. The authorized service technician will contact You to schedule a mutually convenient appointment during normal business hours. We have the right to select the authorized service technician or authorize You to select an authorized service technician. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You require Us to perform non-emergency service outside of normal business hours, **You will be responsible for payment of any additional fees, including overtime. We will not reimburse You for services performed without Our prior authorization.** If We approve for You to select an authorized service technician, repairs done to the Covered Item are eligible for customer reimbursement. This means that You will pay for the approved repairs and submit the invoice to Us for reimbursement of the covered repair cost, less any applicable Deductible, up to the Limitation of Liability and subject to the terms and conditions of this Agreement.
4. Throughout this Agreement “Deductible” means the amount You are required to pay, per Claim, prior to receiving covered services as indicated on Your sales receipt/invoice and/or Your Protection Plan Registration and Summary. “Claim” is defined as a request for coverage in accordance with this Agreement made by You. You will pay a Deductible for each Claim. Additional charges may apply in the event You fail to be present at the scheduled time of the scheduled service call or in the event You cancel a service call less than twenty-four (24) hours before the scheduled

time of the scheduled service at Your boat. The Deductible will be due and payable to the authorized service technician at the time of the scheduled service call or to Us at the time of processing Your service request. **Any amounts due for services performed or parts installed that are not covered under the terms, conditions, provisions, and limitations of this Agreement are also Your responsibility and shall be paid directly to the authorized service technician or Us by You, including payment for any trip, diagnostic, repair, or replacement charges. We will not respond to any new requests for service until any previous outstanding balances are paid in full.**

5. You agree to make Your vessel available during normal business hours for the service technician to complete the needed repairs You requested. We require someone eighteen (18) years or older to provide access during normal business hours to complete repairs. At the time the work begins, and at the appropriate time(s) thereafter, certain repairs and replacements may require You to allow a state or local inspector access to Your vessel. **Failure to pay any required permit fee, or to allow the inspector access to Your vessel will result in suspension of coverage (for that specific repair or replacement) until the permit fee is paid and/or access is granted (if applicable). At that time, coverage will be reinstated. However, the Agreement Term will not be extended.**
6. In the event work performed under this Agreement should fail during the guaranty period ninety (90) days on parts and thirty (30) days on labor, We will arrange for the necessary repairs without requiring You to pay a Deductible, so long as this Agreement is still in effect at the time of the failure.
7. We reserve the exclusive right to decide between providing pre-approved customer reimbursement of product repair costs, payment back in lieu of repair, or replacement of the Covered Item in this Agreement. The amount of such payment shall be equal to the approved cost of repair or the estimated cost of replacement less the Deductible. This amount will be established by Us at Our sole discretion, based on what We would have spent on the repair or replacement of the Item in question which may be less than retail or at actual cost and the age and physical condition of the Covered Item as it applies when determining depreciation value for cash disbursements. Acceptable proof of Your actual product documentation supporting that the Covered Item in question has been repaired or purchased and replaced must be presented to Us prior to receiving customer reimbursement. Should We choose to replace an Item, the replacement will be of similar mechanical, electrical, or electronic capabilities to the original Covered Item, perform the same primary function, and will have a capacity comparable with the Covered Item, when available with comparable assembled units, when available. **We are not responsible for like-for-like replacement of Item if the Item contains any features that do not contribute to the Item's primary function. We are not liable to provide an exact match in the color, lot, type, dimensions, model, or brand. When replacing a Covered Item, We will not be responsible for the installation of the replacement or the cost of the construction, modifications, carpentry, or transitional work made necessary to accommodate the replacement, nor for any costs to upgrade or modify items for any reason.** Once We provide customer reimbursement or replace the Covered Item, coverage for that Covered Item will be deemed fulfilled for the remainder of the Agreement Term. In cases where parts are not readily available, Our obligation is limited to cash, in lieu of the repair or replacement, for the cost of the repair or the remainder of limits outlined in Section H. COVERED ITEMS, for each prospective Covered Item, whichever is the lower amount. Please note all pre-approved customer reimbursement of Covered Item repair costs or payment back in lieu of repair or replacement is subject to the limitations outlined in Section H. COVERED ITEMS for each Covered Item.
8. **We are not responsible for payment of any costs more than the limitations set in Section H. COVERED ITEMS for each Covered Item in this Agreement.** We reserve the right to obtain, at Our expense, a second opinion by a service technician before determining eligibility for coverage. We reserve the right to replace a Covered Item with new or factory refurbished Products, rebuild a part or component, or replace with a rebuilt part or component.

## E. COVERAGE

1. Your coverage includes Covered Items that You purchased and is shown on Your sales receipt/invoice and/or Your Protection Plan Registration and Summary Page. Coverage includes the Items stated as covered and is subject to the limitations, exclusions, and provisions stated in this Agreement. It covers malfunction, during the Term (as defined in Section C. EFFECTIVE DATE OF COVERAGE) of this Agreement, resulting from normal wear and tear of Covered Items in Your vessel in proper and safe operating condition and permanently installed and located within the perimeter of the main hull of the vessel on the effective date of this Agreement. "Malfunction" means that a Covered Item becomes inoperable and unable to perform its designated function solely for use in a recreational vessel, subject to the limitations and conditions set forth herein.
2. Covered Items include the following:
  - Engine
    - Engine Components
  - Powertrain

- Engine
- Transmission/V-Drive/Stern Drive/Lower Unit Components
- Jet Drive Components
- Intermediate Housing Components
- Craft
  - Engine
  - Powertrain
  - Anchor Components
  - Drive Shift/Throttle Control Components (Single or Dual Station)
  - Electronic Hi-Tech Components
  - Electrical Components
  - Engine Cooling Components
  - Fuel System Components
  - Oil Injection Components
  - Power Steering Components (single or Dual Station)
  - Power Trim Components
- Cabin
  - Engine
  - Powertrain
  - Craft
  - Air Conditioning, Heat Pump, Ventilation Components
  - Auxiliary Generator Components
  - Cabin Electrical and Shore Power Components
  - L.P. System Components
  - Non-Hydrionic L.P. and Electric Furnace Components
  - Non-Hydrionic L.P. and Electric Water Heater Components
  - Range/Oven Components
  - Refrigerator Components
  - Waste System Components
  - Water System Components

3. Your coverage is based on what Plan You purchased. Check Your sales receipt/invoice and Your Protection Plan Registration Page. If there is any inaccuracy, contact Us immediately.

#### **F. PLAN FEES & PAYMENTS**

1. Throughout this Agreement, “Plan Fee” means the payment made by You for the purchase of the Recreational Marine Protection Plan for Your vessel.
2. There is one (1) type of Payments for Plan:
  - Full Payment. You pay the full amount of the Plan Fee on or before the Term effective date.

#### **G. LIMITATION OF LIABILITY**

1. This Agreement provides coverage for the Failure of any Covered Item listed in Section E. COVERAGE.
2. The aggregate maximum liability under this Agreement for an approved Claim is the (i) original price You paid for the Covered Items in the vessel or its present value in the absence of a product list of Covered Items, at Our sole discretion, (ii) the total of all of the individual Covered Items in Section H. COVERED ITEMS limits of liability shown, and/or (iii) the total of all the individual Covered Items limits of liability selected by You and shown on Your sales receipt/invoice and/or Protection Plan Registration Page, subject to the terms and conditions of this Agreement. Administrator may require You to provide proof of the price You paid for the vessel.
  - If You purchased a Full Payment Plan for a multiyear term, Our liability does not exceed one-half (1/2) the limit of liability for the Covered Item per each twelve (12) month period from the effective date of the Agreement and the aggregate limit of liability of Your Plan shall not exceed the amount of all Covered Items of Your vessel from the effective date of this Agreement for the Agreement Term.

## H. COVERED ITEMS

This Agreement provides coverage only for the Covered Items You purchased as shown on Your sales receipt/invoice and/or Your Protection Plan Registration Page and specifically listed as being covered in Section E. COVERAGE of this Agreement and excludes all other Items and/or Breakdowns.

We agree to repair or replace modules, components, and parts identified herein for the specific Covered Item if they become inoperative during the Term of this Agreement due to Failure caused by normal wear and tear and are subject to the terms and conditions of this Agreement. Determination of the operating condition as of the Agreement effective date, and the nature of any Failure, will be made by Us based upon Our opinion, reflecting but not limited to, diagnosis made by Our service technician and Your vessel's inspection report.

### 1. Engine components

COVERED: Gasoline & Diesel Engine: Crankshaft; cam shaft; cam bearings; timing chain/belt and timing gears; camshaft; pistons; piston rings; connecting rods; wrist pins; rod bearings; main bearings; valve lifters; push rods; rocker arms; valves; valve springs, guides and seals; oil pump and oil pump drive shaft; balance shaft and bearings; timing chain; tensioners; cam followers; internal engine gears; turbo charger(s); internal engine gears; turbo charger(s); engine block; and cylinder head(s). Additional Diesel Engine Parts: Cylinder sleeves/liners; turbocharger; turbo housing; mechanical injection pump; and fuel injectors. Additional New Watercraft Only: Exhaust manifolds and the exhaust risers. Dual propeller is subject to an additional one hundred and fifty (\$150) dollars service fee per Claim.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for an engine.

### 2. Transmission, V-Drive, Stern Drive and Lower Unit Components

COVERED: Transmission case; oil pan; dipstick; oil fill tube; oil cooler and lines; drive gear (forward, reverse, and pinion gears); clutch dog assembly; bearing and bushings; thrust washers; input shaft; output shaft; propeller shaft; carrier bearings; upper gear set (if applicable); lower gear set (if applicable); shift mechanism (shift forks, shift cams, shift dogs); sealing rings and internal gaskets; hydraulic/electric internal shift actuators; pinion bearing and race; thrust bearing;; spool valve; internal oil pump; cooling passages (if internal and lubricated by drive oil); and internal lubrication channel. Drive Housing/Gear Case: V-drive housing; stern drive housing; and lower unit gear case.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a transmission, v-drive, stern drive, and lower unit component.

### 3. Jet Drive Components

COVERED: Impeller; wear rings; driveshaft; thrust bearings; thrust washers; pump bearings; pump seals; pump shaft; stator vanes; nozzle steering bearings; internal reverse gate actuation components; jet pump oil seals; internal water lubrication passages; bearing carrier assembly; pump housing bearings and bushings; jet pump casing/housing; and impeller housing.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a jet drive component.

### 4. Intermediate Housing Components

COVERED: Bearings; center yoke; drive yoke; engine coupler; intermediate housing; gimbal housing, steering yoke; and universal joints.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for an intermediate housing component.

### 5. Anchor Components

COVERED: Control panel; electric motor; and the winch.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for an anchor component.

**6. Driver Shift and Throttle Control Components (Single or Dual Station)**

COVERED: Bushings; cables; cams; control arms; control levers; and the eccentrics.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a driver shift and throttle control component.

**7. Electronic Hi-Tech Components**

COVERED: Camshaft position sensor; coolant/water temperature sensor; crank position sensor; electronic anti-detonation controller; electronic anti-detonation sensors; electronic driver information display; electronic driver information display module, engine electronic control module, engine temperature sending unit; fuel injection control module; intake air temperature sensor; head temperature sensor; knock sensor; manifold absolute pressure sensor; mass air flow sensor; phase sensor; speed sensor; throttle position sensor; transmission temperature sensor and the vane air flow sensor.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for electronic hi-tech component.

**8. Electrical Components**

COVERED: Air horn compressor; alternator; battery charger; battery disconnect switch; battery isolator; bilge blower; bilge pumps; bilge pump controls; clock spring; coils; distributor; dual battery paralleling switch; engine temperature gauge; fuel gauge; fuse block; hand operated driver control switches; horn; horn switch; ignition switch; ignition switch cylinder; ignition trigger; odometer; oil pressure gauge; oil pressure sending unit; power driver seat motor; radio antenna motor; relays; solenoids; speedometer; starter; tachometer; transmission temperature gauge; trim gauge; turn signal switch; voltage regulator; volt gauge; window defroster; window wiper motor; and the windshield washer pump.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) Deductible during the Term of the Agreement for each Claim for an electrical component.

**9. Engine Cooling Components**

COVERED: Engine water pump and heat exchangers. New Watercraft Only: Intercooler/charge air cooler.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for an engine cooling component.

**10. Fuel System Components**

COVERED: Diesel Parts: fuel heater; fuel tank; fuel transfer pump; metal fittings; and metal fuel lines and the sending unit. Gasoline Parts: fuel injectors; fuel pressure regulator; fuel pressure tap; fuel tank; fuel pump; metal fittings; and metal fuel lines and the sending unit.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a fuel system component.

**11. Oil Injection Components**

COVERED: Check valves; injection lines; injection pump; and pump drive gear and the reservoir.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for an oil injection component.

**12. Power Steering Components (Single or Dual Station)**

COVERED: Control joystick; control rack; drag links; flow valves; helm assembly; hull thrusters; power steering cylinder; power steering hoses; power steering pump; pressure relief valve; reservoir; steering column; steering head; steering wheel; tie bar; and the yoke assembly.

**NOT COVERED: No pre-existing condition.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a power steering component.

### **13. Power Trim Components**

COVERED: Electric motors; cylinder rams; cylinder mounts; cylinder pivots; trim control switches; control valve; pump; reverse lock valve; and the trim cylinders.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a power trim component.

### **14. Air Conditioning, Heat Pump and Ventilation Components**

COVERED: Accumulator; blower motor; blower motor fan; blower motor wheel; ceiling vent fans; compressor; condenser; ducts; ductwork; electronic module; evaporator; expansion valve; heat strips; high/low cut-off switches; pressure cycling switch; printed circuit board; receiver drier; relays; reversing valve; run capacitors; Schrader valve; start capacitors and the thermostat.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for an air conditioning, heating, and ventilation component.

### **15. Auxiliary Generator Components**

COVERED: Gasoline/L.P. Parts: Crankshaft; camshaft; pistons; piston rings; connecting rods; wrist pins; rod bearings; main bearings; timing chain/belt and timing gears; push rods; rocker arms; lifters; valve springs and retainers; oil pump and oil pump drive shaft; balance shaft and bearings; water pump; internal sealing rings and gaskets; and cylinder heads. Diesel Parts: Same as Gasoline/LP and mechanical fuel injection pump; and radiator. External Generator Components: alternator; electric fuel pump; gauges; hour meter; inverter controller; manually operated switches; printed circuit board (PCB); rotor; starter; solenoid; stator; and voltage regulator.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for an auxiliary generator component.

### **16. Cabin Electrical and Shore Power Components**

COVERED: Inverter; inverter control panel; LED lighting; light fixtures; light switches; onboard shore power receptacle; power converter; safety lights; solar panels; spotlights; and the transfer switch.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a cabin electrical and shore power component.

### **17. L.P. System Components**

COVERED: Automatic shut off; detectors; fittings; gauges; LP. lines; LP. tanks; pigtails; regulators; and the valves.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for an L.P. system component.

### **18. Non-Hydronic L.P. and Electric Furnace Components**

COVERED: Blower motor; blower motor fan; blower motor wheel; burner assembly; ducts; ductwork; fittings; gas valve; igniter; limit switch; printed circuit board (PCB); sail switch; thermocouple; and the thermostat.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a non-hydronic L.P. and Electric Furnace Component.

### **19. Non-Hydronic L.P. and Electric Water Heater Components**

COVERED: Burner assembly; control panel; control switches; fittings; gas valve; heating element; igniter; pressure relief valve; printed circuit board (PCB); tank; thermocouple; and thermostat.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a non-hydronic L.P. and electric water heater component.

## **20. Range and Oven Components**

COVERED: Burner assembly; burner valves; fittings; heating element; igniter; microwave convection oven; microwave oven; power hood fan; power hood fan motor; power hood fan switch; printed circuit board (PCB); thermocouple; and the thermostat.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a range and over component.

## **21. Refrigerator Components**

COVERED: Compressor; condenser; cooling unit; evaporator; expansion valve; fan; fittings; heating element; igniter; printed circuit board (PCB); thermocouple; and thermostat.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a refrigerator component.

## **22. Waste System Components**

COVERED: Ball valves; fittings; gate valves; holding tanks; holding tank flush valves; interior drain lines; macerator pump; non-powered slide valves; non-powered toilet; traps; and water inlet valves. Electric Toilet: Controller; flush control switch; printed circuit board (PCB); pump motor; vacuum pump; water solenoid valve; and the wiring harness.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a waste system component.

## **23. Water System Components**

COVERED: Ball valves; check valves; fittings; gate valves; holding tanks; interior supply lines; shower faucet; shower head; sink faucets; traps; water inlet valves; water manifold; and the water pump.

**NOT COVERED: No pre-existing conditions.**

DEDUCTIBLE: You are required to pay a one hundred (\$100) dollar Deductible during the Term of the Agreement for each Claim for a water system component.

## **I. EXCLUSIONS**

1. This Agreement does not cover the repair or replacement of Covered Items necessitated due to missing or illegible model and/or serial numbers. In such situations, should We elect to reimburse You in lieu of repair or replacement, We will issue a payment equal to the industry standard for the required repairs or the replacement value of the current worth of the Covered Item as though it were in operating condition.
2. This Agreement does not cover commercial vessels or prohibited commercial purpose (e.g., charter), competitive racing vessels or vessels used for other than recreational and leisure purposes.
3. This Agreement does not cover failures that may result from other causes, such as without limitation: abuse or misuse; malicious mischief; improper storage or winterization; improper installation; improper or insufficient maintenance; failure to clean; neglect; impact damage; physical damage; improper towing; lightning strikes; missing parts; animal, pet and/or pest damage; casualty; Acts of God; structural and/or property damage; structural changes; flood; smoke; earthquake; freeze damage; explosions; fire; electrical failure or surge; mud, soil movement, storms (including windstorms, hail storms), accidents, or failure due to excessive or inadequate water pressure; accidents; war; nuclear explosion; acts of terror; reaction, radiation or radioactive contamination; insurrection; riots; vandalism; theft; larceny; or intentional destruction of property.
4. This Agreement does not cover breakdowns related to inadequacy, lack of capacity, improper installation, previous repair or design, and manufacturer's defect of the Covered Item. We do not perform routine maintenance. You are responsible for performing and providing routine maintenance and cleaning on Covered Items as specified by the manufacturer to ensure continued coverage of such Covered Items.
5. This Agreement does not cover breakdowns caused by contamination, overheating, lack of coolant or lubricants, lack of oil viscosity, sludge, sedimentary build, restricted oil flow, salt, rust and rust damage, environmental damage, chemicals, rodents, zebra mussels, barnacles, or marine growth.
6. Items are not covered if they are: illegal or in violation of applicable laws and/or regulations; mismatched (including but not limited to: systems with incompatible components with different capacity ratings; and/or different brands);

modified from the original manufacturer design or application; under factory recall due to manufacturer defect or class action lawsuit; improperly installed; or located outside the perimeter of the main hull.

7. This Agreement does not cover upgrading or making modifications to Covered Items due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet code(s); utility regulations; or failure to comply with local, state or federal laws or regulations. If a system, component, equipment, or item is determined to be undersized or overloaded, or inadequate, repair or replacement of the malfunctioning system, component, equipment, or items are not covered by this Agreement.
8. This Agreement does not cover breakdowns associated with installed aftermarket products or devices not approved by the Covered Vessel's manufacturer.
9. We are responsible when repairing or replacing covered systems to maintain compatibility with equipment manufactured to applicable regulatory requirements. We are not responsible or liable for components, parts, or equipment required due to: (a) the incompatibility of the existing equipment with the replacement system, component, or any part thereof; or (b) any new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, gas, propane or refrigerant requirements, or efficiency as mandated by federal, state, or local governments. We are not responsible or liable for the cost of construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment.
10. This Agreement covers refrigerant (freon); We will pay up to fifteen (\$15) dollars per pound per occurrence for refrigerant. You are responsible for payment of any costs over fifteen (\$15) dollars per pound.
11. This Agreement does not cover: fees associated with the removal and disposal of old systems, components, and items; or losses or other costs, including, but not limited to, disposal fees arising from hazardous or toxic material, asbestos, refrigerant, or freon reclamation, costs associated with any upgrades; systems, components and items that were not present and/or not properly installed and/or connected in the boat at the time of service will not be subject to coverage; or modifications to comply with federal, state, local law, code, regulation, or ordinance and any permits that are deemed necessary.
12. This Agreement does not cover the repair or replacement of items or components therein classified by the manufacturer as commercial grade.
13. We will not contract to perform service nor pay costs involving hazardous or toxic materials including, but not limited to, asbestos, lead paint, and sanitation of sewage spills.
14. This Agreement does not cover fees associated with the use of cranes, hoists, or other lifting equipment.
15. We are not liable for charges incurred to gain access to items in situations where there is inadequate capacity or space for serviceability. We are not responsible for the repair of any cosmetic defects. We are also not responsible for reconfiguring space to accommodate replacement equipment when equipment of identical dimensions is not readily available.
16. We are not responsible for additional fees the service technician may charge related to additional manpower or additional equipment required to repair or replace an item in any other area not readily accessible.
17. We are not responsible or liable for delays or failure caused by or related to any of the exclusions listed herein; shortages of labor and/or materials and parts; delays in shipping or delivery of parts; or any other cause beyond our reasonable control. We are not liable for additional charges to access or transport materials, supplies, or service technicians to Your vessel due to lack of or inhibited serviceability, such as but not limited to the required use of ferries or barges and/or remote locations.
18. We are not responsible for damage that results from a service technician's service, delay in service, or neglect in providing services. We are not responsible for incidental and/or consequential loss or damages resulting from the failure of any Item including, without limitation, food spoilage, loss of income, utility bills, additional living expenses, or personal and/or property damage. In no event shall We or any of Our associates be held liable for any personal injury, death, or extraneous damages directly or indirectly caused by any Item covered by this Agreement.
19. Should any Covered Item by this Agreement be covered by insurance, warranties, or guarantees, including but not limited to a manufacturer's, retailer's, distributor's, or insurer's, We are not liable for repairs or replacements covered by such insurance, warranties, or guarantees. If a Claim covered by this Agreement is also covered by an insurance policy, warranty, other service contract, or manufacturer's recall, We shall pay only for the amount of the cost to repair or replace such Covered Items over the amount due from that other insurance, warranty, service contract, or manufacturer's recall (subject to the limitations in Section G. (LIMITATION OF LIABILITY)). Our coverage is secondary to such insurance, warranties, or guarantees.

20. We are not responsible for any invoice to Us for payment for services not performed as described at the time of authorization.
21. We are not responsible for any consequential damage, including, but not limited to fire damage, secondary damage, or costs that You may suffer as a result of the need to repair or replace a part.
22. This Agreement does not cover any failure or damage to a Covered Item caused by the failure of a non-covered item or any failure or damage to a non-covered item caused by the failure of a Covered Item.
23. We are not responsible for any liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of the Covered Vessel whether or not related to the Covered Item.
24. This Agreement does not cover repairs of valves and/or rings for the purpose of raising the engine's compression if a breakdown has not occurred.
25. We are not responsible for any damages caused to Your engine resulting from the ingestion of water through the engine air intake system (water ingestion).
26. This Agreement does not cover the Covered Vessels exhaust system components, including manifolds, gaskets, risers, riser extension kit, o-rings, bellows, elbows, plate kits, y-pipes, mufflers, catalyst(s), shitters, flappers, and through hull system, after cooler(s), pod gear housing(s).
27. This Agreement does not cover hoses, belts, lines, connectors, carburetors, spark plugs, filters, mercathode system, anodes, batteries, props, transom seal, stuffing box and seals, dripless packing and seals, curless bearing(s), prop shaft, thrust washer, shaft log, strut, and rudder.
28. This Agreement does not cover software and/or software upgrades, unless required to complete repairs to Covered Item.
29. Consumable Products are not covered. Consumable Products are defined as any part that is considered consumable by the manufacturer and/or any Product that is designed to be consumed during the life of the Product, regardless of whether it is consumer-replaceable or not. Consumable Products include but are not limited to, bulbs or light bulbs or lamps, batteries, and gases.
30. Pre-Existing Conditions.
31. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

## J. CANCELLATION

The right to cancel this Agreement is not transferable and shall apply only to the original purchaser of the Agreement.

**Cancellation by You:** You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement or within the first thirty (30) days of renewal of this Agreement for any reason, You shall be entitled to a one hundred percent (100%) refund of the paid Plan Fee less any Claims paid by Us. After the first thirty (30) Days, if You request to cancel the Agreement, You shall be entitled to a pro-rata refund of the paid Plan Fee for the unexpired term of Your Agreement, less an administrative fee of forty-five (\$45) dollars and any Claims paid by Us (where permitted by law).

**Cancellation by Us:** This Contract may be canceled by Us and/or We can refuse to renew the Agreement at any time for the following reasons: (a) the nonpayment of Plan Fee or charges; (b) mutual agreement between Us and You; (c) fraud or misrepresentation by You and/or Your representative of facts material to Our issuance of this Agreement or (d) **Your vessel is does not meet any eligible criteria as described in Section B (ELIGIBLE PRODUCT) of this Agreement.** If You and/or Your representative either threatens to harm or harms the safety or well-being of (i) Us; (ii) any of Our employees; (iii) a service technician; or (iv) any of Our or the service technician's property, You will be in breach of this Agreement, and We may refuse to provide service to You and may cancel this Agreement. If We cancel this Agreement for any of the reasons listed herein, other than Your nonpayment, You shall be entitled to a pro-rata refund of the paid Plan Fee for the unexpired Term, less an administrative fee of forty-five (\$45) dollars and any Claims paid by Us. If this Agreement was inadvertently sold to You on a product which was not intended to be covered by this Agreement, We will cancel this Agreement and will refund one hundred percent (100%) of the total Plan Fee paid by You (where permitted by law).

## K. GENERAL PROVISIONS

1. Transfer. In the event of transfer of title of Your vessel, this Agreement may be transferred at Our discretion, for a fee of fifty (\$50) dollars.

2. Installment Billing. In certain cases, You may be permitted, at Our option, to pay for Your coverage on an installment basis. Should You suffer a failure covered by this Agreement at a time when there are unpaid installments due from You, whether or not such payments are due or overdue, We may require payment of the entire remaining unpaid balances before covering the loss for You, as We deem necessary or desirable.
3. Waiver. Should We waive or choose not to exercise any of our contractual rights, such waiver will not constitute a future waiver of said rights.
4. Agreement Issuance. We reserve the right to refuse the issuance of an Agreement before the Agreement effective date without reason and issue a refund of the paid Plan Fee.
5. Abuse of Plan. **Any abuse of this Agreement by You including, but not limited to, seeking repair of Covered Items not belonging to You, may result in termination of this Agreement.**
6. Guaranty: This is a Service Contract, not an insurance policy. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a Claim within sixty (60) days after proof of loss has been filed, or in the event You cancel and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a Claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.
7. If the Term of this Service Contract expires while an approved Claim is in progress, coverage under this Contract will be extended until the date on which the pending approved Claim has been fulfilled completely in accordance with the terms and conditions of this Contract.

## L. STATE SPECIFIC DISCLOSURES

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

### Alabama

CANCELLATION BY YOU is amended as follows: If You cancel after the first thirty (30) days, or if a Claim has been made at any time, You will receive a pro-rata refund of the Plan Fee paid by You, less the actual cost of any Claims paid or payable, and less an administrative fee of twenty-five dollars (\$25). If You cancel within the first thirty (30) days, and no Claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

CANCELLATION BY US is amended as follows: If We cancel this Agreement for any reason other than non-payment or material misrepresentation We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

### Arizona

CANCELLATION BY YOU is amended as follows: You may cancel this Service Agreement and You will receive a pro rata refund, less any claims paid and less an administrative fee not to exceed ten percent (10%) of the gross amount paid or forty-five dollars (\$45), whichever is less.

CANCELLATION BY US is amended as follows: The Agreement may not be cancelled or voided by Us due to acts or omissions of Us, Our Administrator, or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner. In no event will an administrative fee exceed ten percent (10%) of the Plan Fee or forty-five dollars (\$45), whichever is less.

**EXCLUSIONS - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS" section which occurred while owned by You.**

### Arkansas

CANCELLATION BY YOU is amended as follows: If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

CANCELLATION BY US is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for

cancellation. If We cancel this Agreement, We will refund You one hundred percent (100%) of the unearned pro rata Agreement Plan Fee less the amount of any claims paid or payable. If We cancel this Agreement for nonpayment, no refund will be provided.

#### **Colorado**

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

CANCELLATION BY US is amended as follows: If We cancel this Service Agreement, written notice, including the effective date of and the reason for cancellation, will be mailed to You at least five (5) days prior to the effective date of cancellation. No notice will be provided if cancellation is for nonpayment, material misrepresentation, or a substantial breach of duties by You relating to use of the Covered Item.

#### **Connecticut**

This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097 and You. In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the Purchase Price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract.

CANCELLATION BY YOU is amended as follows: This Service Contract may be cancelled by the You if the Product covered under this Contract is returned, sold, lost, stolen, or destroyed.

#### **District Of Columbia**

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

CANCELLATION BY US is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

#### **Georgia**

Pre-Existing Conditions means conditions that were caused by You or known by You prior to purchasing this Service Contract.

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If you cancel after thirty (30) days, You will receive a pro rata refund, less any claims paid and less an administrative fee not to exceed ten percent (10%) of the pro-rata refund amount or forty-five dollars (\$45) whichever is less.

CANCELLATION BY US is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least thirty (30) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If We cancel this Agreement, We will refund You one hundred percent (100%) of the unearned pro rata Agreement Plan Fee less the amount of any claims paid or payable and less an administrative fee not to exceed ten percent (10%) of the gross Plan Fee paid by You or forty-five dollars (\$45), whichever is less.

#### **Hawaii**

Pre-Existing Conditions means conditions that were caused by You or known by You prior to purchasing this Service Contract.

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancel-

lation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

#### **Illinois**

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship after the effective date of this Service Contract. This Service Contract does not cover failures resulting from normal wear and tear.

#### **Indiana**

This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract.

Pre-Existing Conditions means: conditions that were caused by You or known by You prior to purchasing this Service Contract.

#### **Maine**

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

CANCELLATION BY US is amended as follows: If We cancel this Agreement, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

#### **Maryland**

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

#### **Massachusetts**

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

#### **Minnesota**

CANCELLATION BY YOU is amended as follows: If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

CANCELLATION BY US is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. If We cancel this Agreement for non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

#### **Missouri**

CANCELLATION BY YOU is amended as follows: If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us. In no event will a cancellation fee or any claims be deducted from any refund.

#### **Nevada**

TO OBTAIN SERVICE is amended to include: If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234.

GENERAL PROVISIONS, item 1, is amended as follows: The transfer fee is twenty-five dollars (\$25).

CANCELLATION BY YOU is amended as follows: If You cancel within the first thirty (30) days a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

CANCELLATION BY US is amended as follows: We may cancel within the first seventy (70) days from the effective date for any reason. After the first seventy (70) days, We may only cancel for: (a) failure by You to pay an amount when due; or (b) Your conviction of a crime which results in an increase in the services required under this Agreement; or (c) the discovery of fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim for service thereunder; or (d) discovery of (i) Your act(s) or omission(s) or (ii) Your violation of any condition of Your Agreement, which occurred after the effective date and which substantially and materially increases the service required under Your Agreement; or (e) a material change in the nature or extent of the required service or repair which occurs after the effective date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Agreement was issued or sold. If We cancel this Agreement, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

Any references of administrative fee is amended to cancellation fee.

In no event will a cancellation fee or any Claims be deducted from any refund.

EXCLUSIONS are amended as follows: **THIS CONTRACT PROVIDES COVERAGE THAT IS EXCESS OVER ANY OTHER APPLICABLE COVERAGE. ONLY UNAUTHORIZED PRODUCT REPAIRS, MODIFICATIONS OR ALTERATIONS PERFORMED AFTER THE EFFECTIVE DATE OF THE SERVICE CONTRACT, OR DAMAGES ARISING FROM SUCH ACTIONS ARE EXCLUDED.**

#### **New Hampshire**

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

CANCELLATION is amended as follows: In no event will the amount of any claims paid or payable be deducted from any cancellation refund.

#### **New Jersey**

The Product being offered is a Service Contract and is separate and distinct from any Product or service warranty which may be provided by the manufacturer, importer, or seller.

CANCELLATION BY YOU is amended as follows: If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

CANCELLATION BY US is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. A written notice shall not be required if We cancel this Agreement for non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use.

#### **New Mexico**

CANCELLATION BY YOU is amended as follows: If You cancel after the first thirty (30) days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Plan Fee paid by You, less the amount of any claims paid or payable, and less an administrative fee not to exceed ten percent (10%) of the Agreement Plan Fee or forty-five dollars (\$45), whichever is less.

CANCELLATION BY US is amended as follows: We may cancel within the first seventy (70) days from the Effective Date for any reason. After the first seventy (70) days, We may only cancel for: (a) failure by You to pay an amount when due; or (b) Your conviction of a crime which results in an increase in the services required under this Service Agreement; or (c) the discovery of fraud or material misrepresentation by You in obtaining this Service Agreement or in presenting a claim for service thereunder; or (d) discovery of (i) Your act(s) or omission(s) or (ii) Your violation of any condition of Your Service

Agreement, which occurred after the Effective Date and which substantially and materially increases the service required under Your Service Agreement; or (e) a material change in the nature or extent of the required service or repair which occurs after the Effective Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Service Agreement was issued or sold. If We cancel this Agreement, no administrative fee will be charged.

GUARANTY is amended to include: This Service Contract is insured by Wesco Insurance Company. If the Service Contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048, [WescoHelp@amtrustgroup.com](mailto:WescoHelp@amtrustgroup.com), or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

#### **New York**

TO OBTAIN SERVICE is amended as follows: If You need to file a Claim under this Agreement, You must submit Your Claim online at <https://connex.warrantysphere.com> where You will receive approval to proceed with service in accordance with the terms and conditions of this Agreement, emailing [emergencyservice@assuresolv.com](mailto:emergencyservice@assuresolv.com) or by calling toll-free 1-888-643-8015. Contact is available 24/7.

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

CANCELLATION BY US is amended to include: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. A written notice shall not be required if We cancel this Agreement for non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use.

#### **North Carolina**

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

CANCELLATION BY US is amended as follows: We may only cancel this Service Contract for non-payment of the Plan Fee of the Service Contract or a direct violation of the Service Contract by You.

#### **Oklahoma**

The Service Warranty Association is Northcoast Warranty Services, Inc., Oklahoma Identification #44200963. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association.

CANCELLATION BY YOU is amended as follows: If You cancel this Service Contract after the first thirty (30) days or have made a Claim within the first thirty (30) days, return of the Plan Fee shall be based upon ninety percent (90%) of the unearned pro-rata Plan Fee less the actual cost of any service provided under the Service Contract.

CANCELLATION BY US is amended as follows: If We cancel this Service Contract, return of the Plan Fee shall be based upon one hundred percent (100%) of unearned pro-rata Plan Fee less the actual cost of any service provided under the Service Contract.

#### **Oregon**

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

TO OBTAIN SERVICE is amended as follows: If You need to file a Claim under this Agreement, You must submit Your Claim online at <https://connex.warrantysphere.com> where You will receive approval to proceed with service in accordance with the terms and conditions of this Agreement, emailing [emergencyservice@assuresolv.com](mailto:emergencyservice@assuresolv.com) or by calling toll-free 1-888-643-8015 Contact is available 24/7.

### **South Carolina**

The following disclosure is added to the Agreement: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

CANCELLATION BY US is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

### **Texas**

The following disclosures are added to the Agreement: The Administrator is AssureSolv, LLC., Service Contract Administrator No. 374. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

CANCELLATION BY YOU is amended as follows: If You cancel after the first thirty (30) days, You will receive a pro-rata refund of the Plan Fee, less the amount of any claims paid or payable, and less an administrative fee of forty-five dollars (\$45). If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

CANCELLATION BY US is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

GUARANTY is deleted in its entirety and replaced with the following: Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

### **Utah**

This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Agreement is not guaranteed by the Utah Property and Casualty Guarantee Association. Guaranty is amended as follows: Should the Obligor fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the Insurance Company.

CANCELLATION BY US is amended as follows: We may not cancel this Plan except for material misrepresentation or substantial breach of contractual duties, conditions, or warranties, including non-payment. If We cancel, We will mail to You via written notice at least thirty (30) days in advance, stating the reason and effective date of cancellation. If We cancel this Agreement for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice.

TERMS OF COVERAGE is amended to include: If You need to file a claim under this Plan, You must contact the Administrator at 1-888-420-1181 to obtain authorization prior to having any repairs made to Your Product. Failure to give any notice or file any proof of loss required by the Plan within the time specified in the Plan, does not invalidate the claim made by You, if the You shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

### **Virginia**

The following disclosures are added to the Agreement: If any promise made in the Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Con-

sumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

### **Washington**

EXCLUSIONS: What is excluded from coverage is limited to that which is expressly stated under the EXCLUSIONS section of this Service Contract.

GUARANTY is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 1-866-505-4048 for refund, payment or performance due.

TO OBTAIN SERVICE is amended as follows: If You need to file a Claim under this Agreement, You must submit Your Claim online at <https://connex.warrantysphere.com> where You will receive approval to proceed with service in accordance with the terms and conditions of this Agreement, emailing [emergencyservice@assuresolv.com](mailto:emergencyservice@assuresolv.com) or by calling toll-free 1-888-643-8015 Contact is available 24/7.

CANCELLATION BY YOU is amended as follows: A ten (10%) percent penalty per month will be added to a refund of the Agreement Purchase Price that is not paid or credited within thirty (30) days after return of the Agreement to Us.

CANCELLATION BY US is amended as follows: If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least twenty-one (21) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation.

### **Wisconsin**

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

CANCELLATION BY YOU is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is cancelled within thirty (30) days of the date of purchase and no claims have been paid, the Administrator shall return one hundred percent (100%) of the Purchase Price paid and the Service Contract shall be void. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts cancelled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata Plan Fee, less any claims paid and less an administrative fee not to exceed the lesser of forty-five dollars (\$45) or ten percent (10%) of the Service Contract Purchase Price paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract Purchase Price paid, less claims paid.

CANCELLATION BY US is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata Plan Fee, less any claims paid and less an administrative fee not to exceed the lesser of forty-five dollars (\$45) or ten percent (10%) of the Service Contract Purchase Price paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract Purchase Price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

### **Wyoming**

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

CANCELLATION BY US is amended to include: If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least twenty-one (21) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation.