

PLUS Product Protection Plan  
AMT Warranty Corp.  
5800 Lombardo Center  
Cleveland OH 44131-2550  
866 - 927- 3118



<b>Date</b>	09/01/2013
<b>Agreement Number</b>	ABC123456789
<b>Coverage from</b>	09/01/2013
<b>to (midnight)</b>	08/31/2014
<b>Brand</b>	Mercury
<b>Model</b>	Verado
<b>Category</b>	350HP
<b>Serial Number</b>	123-456-7890
<b>Product Price</b>	\$9,899.99
<b>Date of Purchase</b>	08/25/2013
<b>Dealer</b>	My Dealer
<b>Plan Type</b>	Outboard Only ESP
<b>Plan Price</b>	\$298.00
<b>Phone Number</b>	(123) 456-7890

John Doe  
1234 Anywhere Street  
My Town, ST 12345-6789

Dear John Doe,  
Thank you for your recent purchase of our Plus Product Protection Plan. We hope you enjoy your new product with the added comfort and protection this plan provides. We are pleased to provide you with your Service Agreement ("Service Agreement"). If you require any assistance, please feel free to contact our Customer Services Department. **We are open Monday through Friday from 7:00 AM to 10:00 PM (EST), Saturday from 8:00 AM to 9:00 PM (EST), and Sunday from 8:00 AM to 8:00 PM (EST).**

Thank you,  
**Customer Service**

### West Marine Outboard /Verado Service Agreement

#### **DEFINITIONS:**

- Service Agreement** .....refers to this **Service Agreement** which **You** purchased from **Us** to protect **Your Outboard Motor**.
- Coverage**.....means the protection **You** have chosen for the covered parts and components of **Your Outboard Motor**.
- Outboard Motor**.....means the outboard motor **You** purchased concurrently with and is covered by this **Service Agreement**.
- Deductible**.....means the amount **You** will need to pay, as shown under "Deductible" for covered **Failures**.
- Failure** ..... means the failure of a covered part or component of **Your Outboard Motor** to perform its intended function(s) in normal service due to defects in material and/or workmanship, provided **Your Outboard Motor** was supplied by the Manufacturer or Dealer. **Failure** does not include gradual reduction in operating performance due to wear and tear or damage resulting from **Failure** of non-covered parts.
- We, Us, Our**.....refers to AMT Warranty Corp, who is the Administrator and party obligated to perform under this **Service Agreement**. In Florida, "We", "Us" and "Our" means Wesco Insurance Company, FL License # 01913.
- You, Your** .....refers to the purchaser of the **Outboard Motor** covered by this **Service Agreement**, or the person to whom this **Service Agreement** was properly transferred.

#### **TERMS AND CONDITIONS:**

The following represents the Coverage, Benefits, Cancellations, What to do in the Event of a **Failure** and Exclusions of **Your Service Agreement**. In order to be eligible for **Coverage**, You must register Your **Service Agreement** prior to making a claim. You may register Your **Service Agreement** at [www.westmarine.com](http://www.westmarine.com) or by contacting **Us** at 866-927-3118.

- 1. CONTRACT PERIOD:** Coverage under this **Service Agreement** begins upon the expiration of the original equipment manufacturer's written warranty and will expire five (5) years from the purchase date of **Your Outboard Motor**.
- 2. FAILURE OF COVERED PARTS:** In consideration of payment of the **Service Agreement** price, **We** agree to pay or reimburse **You** for reasonable costs to repair or replace a **Failure** of a part or component included in **Your Coverage**. **Replacement parts may be new, remanufactured, or non-original manufacturer's parts of like kind and quality that perform to the required factory specifications.**
- 3. TERRITORY:** This **Service Agreement** is limited to **Failures** which occur, and repairs that are made, within the territorial waters of the United States of America and Canada.
- 4. LIMIT OF LIABILITY**

The Maximum limit of liability for any one loss shall not exceed the lesser of:

- a) the actual cash value of the **Outboard Motor** as determined by National Automobile Dealers Association (NADA) outboard motor pricing at the time of repair; or
- b) \$15,000

In no event shall the aggregate limit of liability for all approved claims made by **You** pursuant to this **Service Agreement** exceed the purchase price of **Your Outboard Motor**, or \$15,000, whichever is less.

5. **OUR RIGHT TO RECOVERY:** If **We** pay anything under this **Service Agreement** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is necessary to enable **Us** to enforce these rights.
6. **TRANSFER RIGHTS:** **You** may transfer this **Service Agreement** to any person in the United States by contacting **Us** at 866-927-3118 toll-free. The transfer of **Your Service Agreement** is subject to a \$50.00 administration fee (\$25 in CA) made payable to **Us** within thirty (30) days of the transfer of ownership of **Your Outboard Motor**.
7. **MAINTENANCE REQUIREMENTS:** **You** must maintain **Your Outboard Motor** according to the manufacturer's recommendations as outlined in the owner's manual. **You** must be sure only the proper grade of lubricants, coolants and fluids, as recommended by the manufacturer, is used in **Your Outboard Motor**. It is necessary for **You** to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by **Us**. Damage caused by inadequate fluid levels are not covered by this **Service Agreement**. Check **Your** fluid levels when refueling.
8. **ARBITRATION:** If **We** and **You** do not agree on the settlement of any claim, either party may make a written request for arbitration. In this event, each party shall select an arbitrator. The two arbitrators shall select a third. If they cannot agree on a third within thirty (30) days, either may request that the selection be made by a judge of a court having jurisdiction. Each party shall pay the expenses they incur, and bear the expenses of the third party arbitrator equally. A decision agreed to by any two of the arbitrators shall be binding on both parties.

**LIMITATION OF OUR LIABILITY:**

**WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.**

**COVERAGE:**

**ENGINE**

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

**LOWER UNIT**

Internally lubricated parts contained within the gear case. (Gear case if damaged beyond repair by a covered component). Seals and gaskets of a covered component if defective.

**JET DRIVE**

Internally lubricated parts contained within the pump housing. (Pump housing if damaged beyond repair by a covered component). Seals and gaskets of a covered component if defective.

**FUEL DELIVERY**

Fuel delivery pump (mechanical/diaphragm), carburetor body, air box (silencer), electric choke solenoid (enrichener). Seals and gaskets of a covered component if defective.

**ELECTRICAL**

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

**IGNITION**

Power Pack/Switch Box, Amplifier, ignition high output coil, ignition trigger coil, spark plug wires.

**POWER TRIM**

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

**CONTROLS**

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

**MECHANICAL STEERING**

Control helm assembly, control rack and yoke assembly, power steering pump, power steering cylinder, steering wheel, steering wheel mounting hub. (Excludes cables). Seals and gaskets of a covered component if defective.

**HYDRAULIC STEERING (MANUAL SYSTEMS)**

Hydraulic steering head, hydraulic steering lines, hydraulic steering cylinder, hydraulic steering flow valves, steering yoke. (Excludes cables). Seals and gaskets of a covered component if defective.

**OIL INJECTION SYSTEMS**

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

**EFI/DFI COMPONENT COVERAGE**

Electric fuel delivery pumps (high and low pressure), fuel injectors, fuel distributors, ECU module, throttle position sensor, manifold air temperature sender, idle speed control, mass air flow sensor, detonation/knock sensor, ignition pick-up sensor. Seals and gaskets of a covered component if defective.

**Additional Benefits:**

**HOIST/HAUL-OUT:** This **Service Agreement** will pay up to \$100.00 for the actual cost of Hoist/Haul-Out anytime a covered component fails requiring Hoist/Haul-out to facilitate diagnosis or repairs (except where prohibited by law). Any reimbursement shall be the actual Hoist/Haul-Out charges in excess of any applicable reimbursement from any other party, including but not limited to, a manufacturer, association or insurer.

**TOWING:** This **Service Agreement** will pay up to \$100.00 for towing anytime a covered component fails causing **Your** watercraft to be towed either in water or on land (except where prohibited by law). Any reimbursement shall be the actual Towing charges in excess of any applicable reimbursement from any other party, including but not limited to, a manufacturer, association or insurer. Towing must be performed by a valid marine towing company or authorized marine service facility.

**PICK-UP/DELIVERY:** The **Service Agreement** will pay up to \$100.00 for the actual cost of Pick-Up/Delivery for Craft up to 25 feet anytime a covered component fails requiring Pick-Up/Delivery to facilitate diagnosis or repairs (except where prohibited by law). Any reimbursement shall be the actual Pick-Up/Delivery charges in excess of any applicable reimbursement from any other party, including, but not limited to, a manufacturer, association or insurer.

**WHAT TO DO IN THE EVENT OF A FAILURE:**

1. Prevent Further Damage - **You** should use all reasonable means and precautions to protect **Your Outboard Motor** from further damage. This **Service Agreement** will not cover damage caused by not securing a timely repair of the failed component.

2. If Your **Outboard Motor** breaks down, return to the Issuing Dealer during normal service department hours. If this is not possible, take Your **Outboard Motor** to the licensed repair facility of your choice (You may contact **Us** for assistance in locating a repair facility).
3. Instruct the repair facility that they must obtain an authorization number from **Us** prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional amounts need prior approval from **Us**.
4. In some cases, **You** may be required to authorize the repair facility to inspect or tear down **Your Outboard Motor** to determine the cause and cost of the repair. **You** will be responsible for these charges if **Failure** is not covered by this **Service Agreement**. **We** reserve the right to require an inspection of **Your Outboard Motor** prior to any repair being performed.
5. After **We** has been contacted, **We** will review with the repair facility the parts and/or components of the **Outboard Motor** that will be covered by this **Service Agreement**.
6. **We** will reimburse the repair facility or **You** for the cost of authorized repairs performed on **Your Outboard Motor**. All repair orders and necessary documentation must be submitted to **Us** within thirty (30) days to qualify for payment.

**CANCELLATION OF THE SERVICE CONTRACT:**

1. **You** may cancel this **Service Agreement** at any time. To arrange for cancellation of this **Service Agreement**, call **Us** at 866-927-3118 toll-free to be provided with a cancellation request form. You will be required to submit to **Us** the completed cancellation request form along with the administrative fee, if applicable, as outlined below.
2. If **You** cancel this **Service Agreement** within the first sixty (60) days, You will receive a full refund, less any claims paid or pending. If you cancel this **Service Agreement** after sixty (60) days, You will receive a pro rata refund based on the time remaining on Your **Service Agreement**, less an administrative fee of \$50.00 (\$25 in AL, CA and WA) or 10% of the **Service Agreement** price, whichever is less.
3. **We** may cancel this **Service Agreement** for the following reasons: non-payment of the **Service Agreement** plan price, fraud or for material misrepresentation. If **We** cancel this **Service Agreement**, **We** will provide **You** with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund **Your** payment in full, less any claims paid or pending.
4. If **Your Outboard Motor** and this **Service Agreement** has been financed, the lien-holder may cancel this **Service Agreement** for non-payment, or if **Your Outboard Motor** has been declared a total loss or has been repossessed. The rights under this **Service Agreement** are transferred to the lien-holder and the lien-holder is also entitled to any resulting refund. In the event of cancellation, the lien-holder, if any, will be named on the cancellation refund check.

**EXCLUSIONS:**

Parts not specifically listed are not covered. This Service Contract provides **NO** coverage or benefits for the following:

- A. **FAILURES WHICH OCCUR, OR REPAIRS PERFORMED, OUTSIDE THE TERRITORIAL WATERS OF THE UNITED STATES AND CANADA.**
- B. **REPAIR OR REPLACEMENT OF ANY COMPONENT PARTS NOT SPECIFICALLY COVERED BY THE CONTRACT.**
- C. **REPAIRS OF COVERED COMPONENTS REQUIRED AS A RESULT OF THE FAILURE OF A NON-COVERED COMPONENT.**
- D. **REPAIRS REQUIRED AS A RESULT OF OTHER THAN A MANUFACTURER'S DEFECT, SUCH AS A DESIGN DEFECT OR NORMAL WEAR.**
- E. **REPAIR TO PISTONS, RINGS AND/OR PINS DUE TO CARBON OR "COKING" CONDITION.**
- F. **REPAIR TO VALVES DUE TO CARBON, DISHED, TULIPED OR STUCK CONDITION.**
- G. **LOSS AS A RESULT OF WATER INGESTION THROUGH THE INTAKE MANIFOLD, CARBURETOR, OR EXHAUST SYSTEM.**
- H. **REPAIR OR REPLACEMENT OF ANY COMPONENT COVERED BY INSURANCE OR THE MANUFACTURERS LIMITED WARRANTY OR RECALL POLICIES AFTER THE LIMITED WARRANTY EXPIRES WHETHER COLLECTIBLE OR NOT.**
- I. **DAMAGE AS A RESULT OF IMPACT, COLLISION OR GROUNDING.**
- J. **MAINTENANCE SERVICES SPECIFIED IN THE OWNER'S LITERATURE SUPPLIED WITH THE PRODUCT AND THE PARTS USED IN CONNECTION WITH SUCH SERVICES SUCH AS ADJUSTMENTS, SPARK PLUGS, OIL OR FLUIDS, BELTS, HOSES, OIL FILTERS AND CLAMPS, MISCELLANEOUS AND SHOP SUPPLIES.**
- K. **USE OF EQUIPMENT AND ACCESSORIES NOT INSTALLED BY THE MANUFACTURER OR DEALER, OR IMPROPER INSTALLATION OF THESE ITEMS BY THE MANUFACTURER OR DEALER. LOSS OR DAMAGE ARISING OUT OF WIRING, CABLING, PIPING AND FITTINGS SUCH AS HOSE CLAMPS IS EXCLUDED.**
- L. **LOSS OF DETONATION, OVERHEATING, PRE-IGNITION, OR LEAN OR IMPROPER FUEL MIXTURE UNLESS CAUSED BY THE FAILURE OF THE OIL INJECTION SYSTEM (CARBURETORS ARE NOT COVERED). LOSS CAUSED BY FOREIGN SUBSTANCE IN THE FUEL AND/OR OIL NOT RECOMMENDED BY THE MANUFACTURER OR THE USE OF FUEL CONTAINING MORE THAN 10% ETHANOL.**
- M. **LOSS CAUSED BY EXTERNAL WATER INLETS, OR OUTLETS AND/OR INTERNAL WATER PASSAGES BEING CLOSED OR RESTRICTED, OR MOTOR/DRIVE IMPROPERLY MOUNTED.**
- N. **REPAIRS REQUIRED AS A RESULT OF (A) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE PRODUCT; (B) FIRE, ACCIDENT, ABUSE, NEGLIGENCE OR ACTS OF GOD; (C) FAILURE TO PROPERLY OPERATE THE PRODUCT; (D) MODIFICATION OR ANY ALTERATION TO PRODUCT NOT RECOMMENDED OR APPROVED BY THE MANUFACTURER; (E) USING THE PRODUCT FOR SPEED EVENTS SUCH AS RACES OR ACCELERATION TRIALS; (F) RUST, COSMETIC OR PAINT CHANGES; ELECTROLYSIS OR CORROSION; (G) INADEQUATE OR IMPROPER HAUL- OUT; LAUNCH, TOWING AND STORAGE (INCLUDING RACK STORAGE); (H) FREEZING OR ICE DAMAGE; (I) WATER DAMAGE DUE TO SUBMERSION; (J) REVERSE POLARITY; (K) AQUATIC GROWTH, SEAWEED, ALGAE, BARNACLES CONTAMINATION; (M) THE FAILURE OR LOOSENING OF EXTERNAL FASTENERS AND/OR BOLTS.**
- O. **UNAUTHORIZED REPAIRS PERFORMED BY OTHER THAN AUTHORIZED DEALERS AND REPAIRS REQUIRED AS A RESULT OF PARTS USED OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER.**
- P. **ADDITIONAL SERVICE WORK REQUESTED BY YOU OTHER THAN NECESSARY TO SATISFY THE CONTRACT COVERED REPAIRS.**
- Q. **CHARGES FOR INSTALLATION OF APPROPRIATE CARBURETOR JETS OR GEARS TO MEET LOCAL ALTITUDE REQUIREMENTS.**
- R. **REMOVAL AND/OR REPLACEMENT OF CRAFT BULKHEADS, DECK, HULL, GEAR, EQUIPMENT OR ANY MATERIAL FOR NECESSARY ACCESS TO THE PRODUCT.**
- S. **BODILY INJURY OR PROPERTY DAMAGE ARISING OR ALLEGEDLY ARISING OUT OF A DEFECT IN THE DESIGN, MANUFACTURER, MATERIALS OR WORKMANSHIP OF A COVERED COMPONENT.**
- T. **PROPELLER(S) AND ANY DAMAGE TO COVERED COMPONENTS, IF DAMAGE WAS CAUSED BY PROPELLER(S).**
- U. **ANY AND ALL DAMAGE TO HULL, OR PARTS OF THE CRAFT NOT A PART OF THE COVERED COMPONENTS.**
- V. **SIMILAR REPAIRS TO THE SAME COMPONENT WITHIN A 90-DAY PERIOD.**
- W. **REPLACEMENT OF SEALS AND GASKETS DUE TO SEEPAGE OR OVERHEATING. MINOR LOSS OF FLUID IS NOT A MECHANICAL FAILURE.**
- X. **ANY DAMAGES TO THE CRAFT ARISING FROM THE FAILURE OF THE TRAILER.**

**Y. REPAIRS TO PARTS OF THE CRAFT NOT SPECIFICALLY INDICATED UNDER THE "WHAT IS COVERED" SECTION OF THIS CONTRACT.**  
**Z. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY ARE EXCLUDED OR LIMITED AS ALLOWED BY LAW. ANY IMPLIED WARRANTY OF WORKMANSHIP AND/OR SEAWORTHINESS ARE EXCLUDED**  
**AA. MERCUISER DRY SUMP DRIVES; SUPERCHARGED STERN DRIVES.**

**RENEWAL:**

This **Service Agreement** may at **Our** discretion be renewed at the expiration of its term. When **We** offer to renew the **Service Agreement**, the renewal price quoted will reflect the age of the **Outboard Motor** and the prevailing service cost at the time of the renewal.

**GUARANTY:**

This is not an insurance policy. **We** have obtained an insurance policy to insure **Our** performance under this **Service Agreement**. Should **We** fail to pay any claim or fail to replace the **Outboard Motor** within sixty (60) days after the product has been returned or, in the event that **You** cancel this **Service Agreement**, and **We**, fail to refund the unearned portion of the **Service Agreement** price, **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.

**SPECIAL STATE DISCLOSURES**

Regulation of service plans may vary widely from state to state. Any provision within this Service Agreement which conflicts with the laws of the state where You live 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 Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

**ALABAMA ONLY:** If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If You cancel this Service Agreement the administrative fee shall not exceed the lesser of twenty-five dollars (\$25.00) or 10% of the Service Agreement purchase price. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. AMT Warranty Corp. is the Provider under this Service Agreement.

**ARIZONA ONLY: Definitions:** "Consumer" means a contract holder, inclusive of a buyer of the covered product (other than for re- sale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; "Service Company" is any person or entity that performs or arranges to perform services pursuant to a service contract which the person issues; "Service Contract Administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs. AMT Warranty Corp. is the Service Contract Administrator and the Obligor for this Service Agreement in Arizona.

**Cancellation** - No claims incurred or paid will be subtracted from any refund. **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS" section. **Arbitration** - The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44<sup>th</sup> St., 2<sup>nd</sup> Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs.

**ARKANSAS ONLY: Arkansas only:** If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

**CALIFORNIA ONLY:** The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818, California License #0H18143. Obligation and performance to You under this Service Agreement are guaranteed and insured by a California approved insurance company, Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038; Phone 1-866-505-4048. You may file a claim directly with the Insurance Company if any promise made in the contract has been denied or has not been honored within sixty (60) days after Your request. If You are not satisfied with the Insurance Company's response, You may contact the California Department of Insurance at (800) 927-4357.

This Service Agreement provides coverage for the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. **Conditions which existed prior to the Date of Purchase are not covered.** The definition of pre-existing means existing prior to the contract purchase date.

We cannot deny a claim solely based on untrue information having been provided during the course of filing a claim.

After sixty (60) days, We may only cancel this Service Agreement for non-payment, fraud, or material misrepresentation. If We cancel this Service Agreement, the cancellation refund will be paid within thirty (30) days of the cancellation and a notice of cancellation will be mailed to You listing the reason for cancellation. The Service Agreement ceases to be valid no less than five (5) days after the postmark date of such notice. If We cancel this Service Agreement within sixty (60) days, the entire contract price will be refunded, less any claims paid or approved for payment prior to the cancellation date. If We cancel this Service Agreement after sixty (60) days, We will refund an amount of the Service Agreement price according to the pro-rata method reflecting the days in force based on the contract term and the date coverage begins. If We cancel this Service Agreement, no administrative fee will be charged. In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for coverage under the terms of the Service Agreement. You may cancel this Service Agreement at any time for any reason. If You cancel this Service Agreement within sixty (60) days and no claims have been filed, the entire Service Agreement charge will be refunded. If You cancel this Service Agreement within sixty (60) days and have paid or approved claims or if You cancel this Service Agreement after sixty (60) days, We will refund an amount of the Service Agreement price according to the pro-rata method reflecting the days in force based on the contract term and the date coverage begins, an administrative fee not to exceed the lesser of twenty-five dollars (\$25.00) or ten percent (10%) of the Service Agreement price charged will be charged.

**LIMIT OF LIABILITY,** Item (a) – is deleted and replaced with the following: a) the actual cash value of the **Outboard Motor** as determined by National Automobile Dealers Association (NADA) outboard motor pricing at the time immediately prior to the breakdown;

**OUR RIGHT TO RECOVERY** – is deleted and replaced with the following: If **We** pay anything under this **Service Agreement** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is reasonably necessary to enable **Us** to enforce these rights.

Under the Arbitration Provision, the following is added: This Provision shall inure to the benefit of and be binding on You and Us following exhaustion of Your right to file claims with the Insurance Company and/or the California Department of Insurance ("DOI") as specified in this Service Agreement. However, if You choose to forego Your right to file Your claims with the Insurance Company and the DOI, You waive those rights and this Provision will be enforced and binding. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

**CONNECTICUT ONLY:** 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 or lease price of the Product, the cost of repair of the Product, and a copy of the Service Agreement. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed. The following is added to the CANCELLATION: provision paragraph one: You may cancel the Contract if You return the product or the product is sold, lost, stolen or destroyed.

**FLORIDA ONLY:** This Service Agreement is between You and Wesco Insurance Company, Florida License No.: 01913, 59 Maiden Lane, 43rd Floor, New York, NY 10038.

CANCELLATION OF THE SERVICE AGREEMENT, subsections (2) – (4) are deleted in their entirety and replaced with the following: If You cancel this Service Agreement within sixty (60) days of the effective date of this Service Agreement, You will receive a full refund less any claims paid or pending. An administration fee of five percent (5%) of the gross Service Agreement price paid will be charged. If You cancel the Service Agreement after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro rata Service Agreement price, less claims paid or pending.

We may cancel this Service Agreement within the first sixty (60) days for any reason. After sixty (60) days We may only cancel for the following reasons:

1. There has been a material misrepresentation or fraud at the time of the sale of the Service Agreement;
2. You have failed to maintain the Outboard Motor as prescribed by the manufacturer; or
3. Nonpayment of premium by You, in which case the Administrator shall provide you notice of cancellation by certified mail.

If We cancel this Service Agreement, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Service Agreement price, less claims paid or pending. All appropriate refund checks not involving a lien holder will be made payable to You.

The WHAT TO DO IN THE EVENT OF A FAILURE section is amended by adding the following: A claim for repairs under this Service Agreement can be initiated by You or Your selected repair facility by calling toll-free 866-927-3118. The ARBITRATION section is amended to state that in Florida, arbitration is nonbinding.

The TERMS AND CONDITIONS section, Item 6. TRANSFER RIGHTS – is amended as follows: The transfer of **Your Service Agreement** is subject to a \$40.00 administration fee made payable to **Us** within thirty (30) days of the transfer of ownership of **Your Outboard Motor**.

NOTICE: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

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

**GEORGIA ONLY:** You may cancel this Service Agreement at any time by notifying the Administrator in writing or by surrendering the Service Agreement to the Administrator. If You cancel within the first sixty (60) days after purchasing this Service Agreement and have made no claims, You will receive a full refund. If You cancel after sixty (60) days following Your purchase of this Service Agreement or have paid or pending claims, You will receive a pro rata refund based on the time remaining on Your Service Agreement, less an administrative fee of \$50.00 or 10% of the Service Agreement pro-rata refund amount, whichever is less. The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel this Service Agreement, You will receive a pro-rata refund based on the time remaining on Your Service Agreement. No claims or fees will be deducted. The lienholder may only cancel this Contract for non-payment if they hold a power of attorney. This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. The Arbitration Provision section of this Service Agreement is stricken in its entirety. **EXCLUSIONS**, Item N.(D) is deleted in its entirety and replaced with the following: (D) MODIFICATION OR ANY ALTERATION TO PRODUCT MADE BY YOU OR WITH YOUR KNOWLEDGE NOT RECOMMENDED OR APPROVED BY THE MANUFACTURER

**HAWAII ONLY:** If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If You have a question or complaint, You may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

**ILLINOIS ONLY:** AMT Warranty Corp. is the obligor and administrator of this Service Agreement in the State of Illinois. The Administrator will pay the cost of covered parts and labor necessary to restore the product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear.

**INDIANA ONLY:** Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You. Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

**MAINE ONLY:** If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

**MARYLAND ONLY:** If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If Your Product is being repaired for a Failure covered by this Service Agreement, and the Service Agreement expires during the repair, the Service Agreement term is extended until the repair is completed.

**MINNESOTA ONLY:** If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. The Arbitration Provision section of this Service Agreement is stricken in its entirety.

**MISSOURI ONLY:** If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from any refund.

**NEVADA ONLY:** This Service Agreement is not renewable. If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Agreement price will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. We may not cancel this Service Agreement once it has been in effect for seventy (70) days, except for the following conditions: failure to pay the Service Agreement purchase price; Your conviction of a crime which results in an increase in the service required under this Service Agreement; discovery of fraud or material misrepresentation perpetrated by You in purchasing this Service Agreement or obtaining service; the discovery of an act or omission, or a violation of any condition of the this Service Agreement by You which substantially and materially increases the service requested under this Service Agreement; or a material change in the nature or extent of the service required under the Service Agreement which occurs after the purchase of this Service Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase. With respect to each product covered under this Service Agreement, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such product. We may not cancel this Service Agreement until at least fifteen (15) days written notice has been mailed to You. Paid claims will not be considered in calculating any return premium owed.

**NEW HAMPSHIRE ONLY:** In the event You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

**NEW MEXICO ONLY:** We may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of You in a crime that results in an increase in the service required under the Service Agreement; fraud or material misrepresentation by You in purchasing the Service Agreement or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Agreement by You which substantially and materially increases the service required hereunder.

**NEW YORK ONLY:** If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

**NORTH CAROLINA ONLY:** The purchase of a Service Agreement is not required in order to obtain financing. The Administrator may not cancel this Service Agreement except for nonpayment by You, or in violation of any of the terms and conditions of this Service Agreement. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or twenty-five dollars (\$25.00) will be applied if this Service Agreement is cancelled by You.

**OKLAHOMA ONLY:** This service warranty applies to consumer outboard motor Products. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first sixty (60) days and no claim has been authorized or paid within the first sixty (60) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first sixty (60) days, or have made a claim within the first sixty (60) days, return of the provider fee shall be based upon ninety percent (90%) of the unearned pro-rata provider fee less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return of the provider fee shall be based upon one hundred percent (100%) of unearned pro-rata provider fee less the actual cost of any service provided under the service warranty contract. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

**OREGON ONLY:** Pursuant to ORS 36.600-36.370 if claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by Your consent. Arbitration shall take place in Oregon, unless another location is mutually agreed to, and takes place under Oregon laws. The Provider/Obligor is AMT Warranty Corp., 5800 Lombardo Center, Cleveland, Ohio 44131, 1-877-878-7576.

**SOUTH CAROLINA ONLY:** In order to prevent damage to Your Product, please refer to the owner's manual. If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If You have any questions regarding this Service Agreement, 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.

**TEXAS ONLY:** If You have any questions regarding the regulation of the Service Agreement 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. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your return of the Service Agreement to the provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service Agreement Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use.

**UTAH ONLY:** AMT Warranty Corp. is the Provider/Obligor and Administrator of this Service Agreement. **There is no**  
AMT-WMR-ER05 (01-13) (Rev. 9/2013 Canada)

**deductible required to obtain service on Your Outboard Motor.** The CANCELLATION, Item 3 - is deleted and replaced with the following: We may cancel the Contract within the first sixty (60) days for any reason. If the Contract has been in effect for more than sixty (60) days, the Contract may be canceled for only one or more of the following reasons: (a) Nonpayment of Contract price; (b) material misrepresentation; (c) a substantial change in the risk assumed unless We should reasonably have foreseen the change or contemplated the risk when entering the Contract; or (d) substantial breaches of contractual duties, conditions or warranties. We will mail a cancellation notice which states the reason for cancellation and effective date of cancellation to You at least thirty (30) days before the Contract is cancelled (only 10 days notice will be provided if cancellation is due to nonpayment of the Contract price). Such cancellation notice will be delivered or mailed by first class mail. If We cancel this Service Agreement, We will refund Your payment in full, less any claims paid or pending.

This Service Agreement must be paid in full at the time of purchase or financed, and does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Service Agreement. If in an emergency situation and Administrator cannot be reached, You may proceed with repairs, and the Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building Room 3110, Salt Lake City, UT 84114-6901. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. The Arbitration Provision section of this Contract is stricken in its entirety.

**WASHINGTON ONLY:** If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. Exclusions from coverage are limited to those expressly stated under the "EXCLUSIONS" section above.

This Service Contract allows for binding arbitration proceedings to be held at a location in closest proximity to the Service Agreement Holder's permanent residence. The commissioner is the Service Agreement provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. You may make a claim at any time directly with Wesco Insurance Company, who insures Our obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

**WISCONSIN ONLY: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel this Service Agreement at any time. We may only cancel this Service Agreement 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 this Service Agreement, We shall mail a 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. If this Service Agreement is canceled within sixty (60) 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 Agreement shall be void. If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. The right to void the Service Agreement applies only to the original purchaser of the Service Agreement. Unauthorized repairs may not be covered. If this Service Agreement is canceled after sixty (60) days of the date of purchase or a claim has been paid, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Agreement purchase price paid, less claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Agreement purchase price paid. If You request cancellation due to a total loss of Your Outboard Motor which is not covered by a replacement under the terms of Your Service Agreement, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Agreement purchase price paid, less claims paid.

The **GUARANTY** section is amended to include: Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement 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 Agreement.

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

**WYOMING ONLY:** If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use. The Arbitration Provision section of this Contract is stricken in its entirety.

#### **CANADIAN PROVINCIAL REQUIREMENTS –**

**BRITISH COLUMBIA ONLY:** the following DEFINITION is deleted and replaced with: "We", "Our", or "Us" mean Industrial Alliance Pacific General Insurance Corporation, a Canadian-admitted insurer, whose address is 2165 West Broadway, Vancouver, B.C., V6K 4N5, and "Administrator" means AMT Service Corp. of Canada, ULC, c/o 59 Maiden Lane, 43rd Floor, New York, NY 10038. The **GUARANTY** provision is deleted and replaced with: **GUARANTY:** this Service Agreement is an extended warranty contract of insurance issued by Industrial Alliance Pacific General Insurance Corporation, 2165 West Broadway, Vancouver, B.C., V6K 4N5.

**ONTARIO ONLY:** the following DEFINITION is deleted and replaced with: "We", "Our", or "Us" mean the party contractually obligated to provide service under this Service Agreement, Industrial Alliance Pacific General Insurance Corporation, whose address is 2165 West Broadway, Vancouver, B.C., V6K 4N5, and "Administrator" means AMT Service Corp. of Canada, ULC, c/o 59 Maiden Lane, 43rd Floor, New York, NY 10038. The **GUARANTY** provision is deleted and replaced with: **GUARANTY:** This Plan is not a contract of insurance; however, the obligations hereunder are fully insured by Industrial Alliance Pacific General Insurance Corporation, 2165 West Broadway, Vancouver, B.C., V6K 4N5.

ENTIRE CONTRACT: This Service Agreement sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms unless amended by State Specific Disclosures.



Tel:	_____
Fax:	_____
Email:	_____
Web:	_____