

PLUS Product Protection Plan
 Guardsman US LLC
 P.O. Box 1189
 Bedford, TX 76095
 1-866-927-3118



Date	Date
Agreement Number	application ID
Coverage from to (midnight)	from date to date
Brand	Brand
Model	Model
Category	category
Serial Number	serial number
Product Price	equipment cost
Date of Purchase	purchase date
Dealer	dealer name
Plan Type	product name
Plan Price	retail PLUS price
Phone Number	Tel

[contact name address]

Dear [contact name],
 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 Contract ("Service Contract"). 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 Contract

DEFINITIONS:

- Service Contract** refers to this **Service Contract** 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 Contract**.
- 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 Guardsman US LLC, who is the Administrator and party obligated to perform under this **Service Contract**. In Florida, "We", "Us" and "Our" means WCPS of Florida, Inc., FL License # 80202.
- You, Your**..... refers to the purchaser of the **Outboard Motor** covered by this **Service Contract**, 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 Contract**. In order to be eligible for **Coverage**, You must register Your **Service Contract** prior to making a claim. You may register Your **Service Contract** at www.westmarine.com or by contacting **Us** at 1-866-927-3118.

- 1. CONTRACT PERIOD:** Coverage under this **Service Contract** 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 Contract** 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 Contract** is limited to **Failures** which occur, and repairs that are made, within the territorial waters of the United States of America.
- 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 Contract 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 Contract** 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 Contract** to any person in the United States by contacting Us at [1-866-927-3118] toll-

free.

The transfer of **Your Service Contract** is subject to a \$50.00 administration fee (\$25 in CA and NV) 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 Contract**. 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.

The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except where prohibited by applicable law. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall pay the expenses they incur and bear the expenses of the third party arbitrator equally.

9. 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 Contract** 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 Contract** 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 Contract** 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 Contract** 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 Contract**. **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 Contract**.
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 Contract** at any time. To arrange for cancellation of this **Service Contract**, call **Us** at [1-866-927-3118] 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 Contract** within the first sixty (60) days, **You** will receive a full refund, less any claims paid or pending. If **You** cancel this **Service Contract** after sixty (60) days, **You** will receive a pro rata refund based on the time remaining on **Your Service Contract**, less an administrative fee of \$50.00 (\$25 in AL, CA, NV and WA) or 10% of the **Service Contract** price, whichever is less.
3. **We** may cancel this **Service Contract** for the following reasons: non-payment of the **Service Contract** plan price, fraud or for material misrepresentation. If **We** cancel this **Service Contract**, **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 Contract** has been financed, the lienholder may cancel this **Service Contract** for non-payment, or if **Your Outboard Motor** has been declared a total loss or has been repossessed. The rights under this **Service Contract** are transferred to the lienholder and the lien-holder is also entitled to any resulting refund. In the event of cancellation, the lienholder, 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.
- 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.

BB. WE SHALL NOT BE RESPONSIBLE FOR 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.

RENEWAL:

This **Service Contract** may at **Our** discretion be renewed at the expiration of its term. When **We** offer to renew the **Service Contract**, 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; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract in the following states: **AL, AZ, AR, CA, CO, CT, DC, GA, HI, IL, KY, ME, MA, MN, MO, MT, NV, NH, NJ, NM, NY, NC, OH, OK, OR, SC, TX, UT, VT, VA, WA, WI, & WY**. Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. 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. In all other states, our obligations under the Service Contract are backed by our full faith and credit.

SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this Service Contract 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 Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

ALABAMA ONLY: WHAT TO DO IN THE EVENT OF A FAILURE- If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at [1-866-927-3118] or by visiting [www.MyProtectionPlan360.com]. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com] any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION OF THE SERVICE CONTRACT** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. **ARBITRATION** is non-binding in the state of Alabama. Arbitration proceeding shall be conducted in the county in which the consumer resides.

ARIZONA ONLY: LIMIT OF LIABILITY is amended as follows: in addition to that which is noted above, neither we nor the administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws. **EXCLUSIONS - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS" section which occurred while owned by You and pre-existing conditions that occur or arise prior to the effective date of this plan (any condition that within all reasonable probability; relates to the fitness of the product prior to purchase of this plan).** **CANCELLATION OF THE SERVICE CONTRACT** is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund. **No Service Contract shall be cancelled or voided by Us due to pre-existing conditions, prior use or unlawful acts relating to Your Product, misrepresentation by Us or any of Our assignees or ineligibility for Our program due to Your Product being a "Gray Market" import or product.** **ARBITRATION:** does not prohibit an Arizona resident from following the process to resolve complaints as outlined by Arizona Department of Insurance and Financial Institutions (DIFI). To learn more about process, You may contact Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs.

ARKANSAS ONLY: WHAT TO DO IN THE EVENT OF A FAILURE- If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at [1-866-927-3118] or by visiting [www.MyProtectionPlan360.com]. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com] any time. Failure to obtain prior authorization may result in non-payment.

CALIFORNIA ONLY: Guardsman Industries, LLC (License No. SA-83) is the Service Contract Administrator and Guardsman US LLC is the Obligor for this Service Contract. **CANCELLATION OF THE SERVICE CONTRACT** is

amended as follows: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Contract and no claims have been paid, you will be refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) days of the date You received the Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid. Arbitration Provision is amended to include the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to arbitrate any Claim is solely at Your discretion; (2) If arbitration is elected, this does not waive Your right to file and pursue civil action or complaint; (3) If any statement found within this Service Contract contradicts this section, this section shall take precedence.

CONNECTICUT ONLY: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-866-927-3118 and You. **RESOLUTION OF DISPUTES** - In accord with Conn. Agencies Regs. § 42-260-3, a written complaint may be mailed to: 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 warranty Service Contract. **CANCELLATION OF THE SERVICE CONTRACT** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

FLORIDA ONLY: This Service Contract is between the Provider, WCPS of Florida, Inc. (License No. 80202) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION OF THE SERVICE CONTRACT** is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. **Arbitration** is non-binding in the State of Florida. Arbitration proceedings shall be conducted in the county in which the consumer resides.

GEORGIA ONLY: CANCELLATION OF THE SERVICE CONTRACT is amended as follows: If a cancellation fee is applicable, it will not exceed 10% of the pro-rata refund amount and only applies to cancellations by the contract holder. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. For cancellations by You within the first 60 days, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request. **EXCLUSIONS** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. **EXCLUSION N (D)** is amended as follows: Modification or any alteration to product made by you or with your knowledge. **ARBITRATION** provision is deleted in its entirety. **GUARANTY is amended to include:** If a cancellation refund or 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.

ILLINOIS ONLY: 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, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

INDIANA ONLY: This Contract is not insurance and is not subject to Indiana insurance law. 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: GUARANTY is amended to include: If a cancellation refund or 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.

MICHIGAN ONLY: If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

MINNESOTA ONLY: The Arbitration Provision section of this Contract is stricken in its entirety.

MISSOURI ONLY: GUARANTY is amended to include: If a cancellation refund or 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.

NEVADA ONLY: CANCELLATION OF THE SERVICE CONTRACT is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for nonpayment by You, discovery of fraud or material misrepresentation You in obtaining the service contract, or in presenting a claim for service thereunder or its use if it occurred after the effective date of the service contract and it substantially and materially increased the service required under the service contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. We will issue a refund to You within 45 days after the contract has been returned to Us. If We fail to issue a refund within 45 days, We will pay You 10% of the purchase price for each 30-day period that the refund remains unpaid. **EXCLUSIONS** – 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.

If Your service contract relates to goods that are essential to Your health and safety and the repair of such goods is covered under the terms and conditions of Your contract; You may request emergency service at any time by calling Us at [1-866-927-3118] or online at [www.MyProtectionPlan360.com].

There is no Deductible required to obtain service on Your Outboard Motor.

If the emergency service involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, We will commence repairs within 24 hours after the report of the claim and will complete repairs as soon as reasonably practicable thereafter. If We determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, We will provide a status report to You and to the Nevada Insurance Commissioner as required by Nevada law.

Any reference to 'administrative fee' with respect to cancellation is changed to 'cancellation fee'.

This Service Contract does not provide coverage for pre-existing conditions known to you at the time the Outboard Motor was purchased.

If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234.

NEW HAMPSHIRE ONLY: 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.

The Arbitration Provision of this Service Contract is subject to RSA 542. Any arbitration proceedings shall be conducted within the jurisdiction of New Hampshire.

NEW MEXICO ONLY: GUARANTY is amended to include: This service contract is insured by Technology 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 Technology Insurance Company at 866-505-4048, [regulatorycompliance@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. **CANCELLATION OF THE SERVICE CONTRACT** is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70)

days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non- payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

NORTH CAROLINA ONLY: CANCELLATION OF THE SERVICE CONTRACT is amended as follows: We may only cancel this Service Contract for non- payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

NEW JERSEY ONLY: The product being offered is a service contract and is separate and distinct from any product or servicer warranty which may be provided by the manufacturer, importer, or seller.

OKLAHOMA ONLY: The Service Warranty Association is Guardsman US LLC, P.O. BOX 1189, Bedford, TX 76095, [1-866-927-3118], Oklahoma Identification #507496076. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION OF THE SERVICE CONTRACT** is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. 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 Provider fee shall be based upon ninety (90%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, 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 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.

OHIO ONLY: GUARANTY is amended to include: If a cancellation refund or 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.

OREGON ONLY: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 P.O. BOX 1189, Bedford, TX 76095, 1-866-927-3118 and You. **NOTICE:** If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us.

There is no Deductible required to obtain service on Your Outboard Motor.

ARBITRATION- The Arbitration Provision is deleted and replaced as follows: 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 as exhausted all internal appeals and can be binding by consent of the Plan holder. Arbitration will take place under the laws and will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that by entering into this Plan, You and We are each waiving the right to participate in a class action.

WHAT TO DO IN THE EVENT OF A FAILURE - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at [1-800-228-2731] or by visiting [www.MyProtectionPlan360.com]. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com] any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION OF THE SERVICE CONTRACT** is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us.

SOUTH CAROLINA ONLY: 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, (800) 768-3467.

TEXAS ONLY: The Administrator is Guardsman US LLC, Service Contract Administrator No. 731. 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 OF THE SERVICE CONTRACT** section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request 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 Contract is canceled. These provisions apply only to the original purchaser of the Service Contract. **GUARANTY is amended to include:** 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 ONLY: The Provider/Obligor is Guardsman US LLC, P.O. BOX 1189, Bedford, TX 76021, 1-866-927-3118. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. **GUARANTY** is amended as follows: Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. **CANCELLATION OF THE SERVICE CONTRACT** – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

The Arbitration Provision section of this Contract is stricken in its entirety.

VERMONT ONLY: The Arbitration Provision section of this Contract is stricken in its entirety.

VIRGINIA ONLY: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

WASHINGTON ONLY: Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this Service Contract. The State of Washington is the jurisdiction for any civil action in connection with this Contract. **EXCLUSIONS**– What is excluded from coverage is limited to that which is expressly stated under the “**EXCLUSIONS**” section of this Service Contract which occurred while owned by You. **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 866-505-4048 for refund, payment or performance due.

Any arbitration proceeding shall be held at a location in closest proximity to the service contract holder's permanent residence.

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

All references to “Service Contract/Contract” are hereby deleted and replaced with “Service Contract”. **CANCELLATION OF THE SERVICE CONTRACT** 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 canceled 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. The right to void the Service Contract applies only to the original purchaser of the Service Contract. 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 canceled subsequent to the period stated above 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 provider fee, less any claims 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. 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 provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. **GUARANTY** is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If the provider does not provide, or reimburse or pay for, a service that is covered under this Agreement within sixty (60) days after You provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, You may file a claim directly with Insurance Company for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions.

The Arbitration Provision of this Contract is amended to include: 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 Contract within sixty (60) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after return of the Service Contract 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 Contract. If We cancel this Service Contract, 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 replaced with the following: At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.

TO RENEW YOUR PLAN:

To renew Your coverage, please call [1-866-927-3118] on or before the expiration date of this Plan. Renewal prices will reflect the age of the Covered Product, current service costs, and product repair experience.