

# StarMarine

## Inboard / Stern Drive / Diesel Terms and Conditions

### Definitions

- Administrator**..... refers to Interstate National Dealer Services of Florida, Inc. ("INDSF") in Florida and Interstate National Dealer Services, Inc. ("INDS") in all other jurisdictions. INDSF and INDS are located at 6120 Powers Ferry Rd NW, Suite 200, Atlanta, Georgia 30339 and phone number 1-800-942-0400.
- Contract**..... refers to this Service **Contract**. The **Application**, the Terms and Conditions and the **Identification Card** comprise this **Contract**.
- Coverage**..... refers to the component protection **You** have chosen, as shown on the **Application** and the **Identification Card**.
- Craft**..... refers to the watercraft which is described on the **Application** and the **Identification Card**, which cannot be used for emergency, for hire or rental purposes.
- Deductible**..... refers to the **Deductible** type and amount **You** will need to pay, as shown on the **Application** and the **Identification Card**, for each covered **Failure** repair visit.
- Failure**..... refers to a **Failure** of a defective part or faulty workmanship as supplied by the Manufacturer or Dealer, but does not include gradual reduction in operating performance due to wear and tear or damage resulting from **Failure** of non-covered parts.
- Identification Card**..... refers to the numbered card which becomes part of this **Contract**. It gives information about **You**, **Your Craft**, **Coverage** chosen and other significant data.
- Application**..... refers to the document attached hereto which forms part of this **Contract**.
- We, Us, Our**..... refers to the entity who is obligated to perform under this **Contract** (the "obligor"). The obligor of this Contract is **Interstate National Dealer Services of Florida, Inc. ("INDSF") in Florida under license numbers 60088, 70042 and 80230**, Interstate Administrative Services, Inc. ("IAS") in Oklahoma and Interstate National Dealer Services, Inc. ("INDS") in all other jurisdictions. INDSF, IAS and INDS are located at 6120 Powers Ferry Rd NW, Suite 200, Atlanta, Georgia 30339 and phone number 1-800-942-0400. In Maine, the seller of this **Contract** is the obligor.
- You, Your**..... refers to the **Contract** holder named on the **Application** and the **Identification Card** or the person to whom this **Contract** was properly transferred.

### Terms & Conditions

These Terms and Conditions include information about Coverage, Benefits, Cancellations, What to do in the Event of a **Failure** and Exclusions of **Your Craft** Service **Contract**. If **You** do not receive **Your Identification Card** within sixty (60) days from date of purchase, call toll-free 1-800-942-0400. This document is an Application for the Service **Contract** and does not constitute a **Contract** until accepted by the **Administrator**.

- CONTRACT PERIOD: Coverage** under this **Contract** begins immediately and will expire according to the term of the **Contract** selected as shown on the **Identification Card**.
  - A New **Contract** expiration is measured from the Original Factory Warranty In-Service Date.
  - A Used **Contract** expiration is measured from the **Contract** purchase date which must coincide with the delivery date of the watercraft/engine.
- FAILURE OF COVERED PARTS: We** will pay on behalf of or reimburse **You** for the reasonable costs to repair or replace any of the parts included in **Your Coverage** which cause a **Failure**. **Replacement parts may be new, remanufactured or replacement parts of like kind and quality**. Sales tax will be authorized for covered **Failures** only when required by the applicable state where the repair is taking place.
- TERRITORY: This Contract** is limited to **Failures** which occur, and repairs that are made, within the territorial waters of the United States of America (excluding U.S. territories and possessions) and Canada.
- LIMIT OF LIABILITY**
  - The Maximum limit of liability per loss shall be equal to the lesser of the aggregate limit of liability (see below) or the actual cash value ("ACV") of the **Craft** at the time of **Failure**.
  - The Aggregate limit of liability for each Service **Contract** shall not exceed the lesser of fifteen thousand dollars (\$15,000) or the purchase price of **Your Craft**. If the optional increased Limit of Liability is purchased and so noted on **Administrator** copy of the **Application**, then said higher limit of twenty-five thousand dollars (\$25,000) will apply.
- OUR RIGHT TO RECOVERY: If We** pay anything under this **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 reasonably necessary to enable **Us** to enforce these rights.
- TRANSFER RIGHTS: This Contract** is for the benefit of the original **Contract** holder but is transferable subject to a transfer fee and inspection providing:
  - Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.

b) **Contract** is being transferred to a subsequent private purchaser of **Your Craft**. (Transfer rights are voided when the **Craft** is traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of **Craft**.)

**You** must submit the following:

- a) Complete a Transfer Application (Available from **Administrator**) and submit to the **Administrator**.
  - b) Provide a Bill of sale with the Transfer Application indicating the sale date.
  - c) Issue a check in the amount of fifty dollars (\$50) for the Transfer fee made payable to the **Administrator**.
  - d) Provide all documents to the **Administrator** within thirty (30) days of the transfer of **Craft** ownership.
7. **MAINTENANCE REQUIREMENTS: You must maintain Your Craft according to the manufacturer's recommendations as outlined in the owner's manual. You must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in Your Craft. 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 the Administrator. Damage caused by inadequate fluid levels are not covered by this Contract. Check Your fluid levels when refueling.**
8. **ARBITRATION:** Should a dispute or controversy or claim arise out of or relating to this Contract, or the alleged breach thereof, the matter may be settled by non-binding Arbitration. Either party may make a written request to any nationally recognized organization that performs consumer related Arbitration services. If both parties agree to Arbitrate, the parties would then agree to abide by the consumer related rules and protocol established by the chosen Arbitration organization.

## Inboard / Stern Drive / Diesel Coverage

### ENGINE\*

Internally lubricated parts contained within the cylinder block to include: Pistons, piston rings and pins, main bearings and rod bearings, crankshaft, connecting rods, camshaft, camshaft bearings, timing chain, gears and/or belt, valves, valve springs, valve guides and seats, valve push rods, lifters, oil pump. Rocker arm cover, harmonic balancer, oil pan, engine mounts. Distributor housing, shaft and bearings. 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.

### DIESEL ENGINES ONLY\*

Cylinder head bolts, air intake housing, main bearing bolts, rod bolts, rocker arms, oil cooler housing, oil filter housing, flywheel housing, pump drive gears, front covers, idler gears, balancer cover housing.

### TRANSMISSION

Internally lubricated parts contained within the transmission case. (Case if damaged beyond repair by a covered component). Transmission mounts and oil pan. Seals and gaskets of a covered component if defective.

### V-DRIVE

Internally lubricated parts. (Case if damaged beyond repair by a covered component). Seals and gaskets of a covered component if defective.

### STERN DRIVE UPPER GEAR CASE

Internally lubricated parts. (Case if damaged beyond repair by a covered component). Seals and gaskets of a covered component if defective.

### STERN DRIVE LOWER UNIT

Internally lubricated parts. (Case if damaged beyond repair by a covered component). Seals and gaskets of a covered component if defective.

### IGNITION

Ignition module, ignition trigger coil, ignition high output coil, spark plug wires.

### CLOSED COOLING SYSTEM

Engine water coolant circulating pump and heat exchangers. (For closed cooling system only).

### ELECTRICAL

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

### 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, and ignition switch.

### POWER STEERING

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. (Excludes cables). Seals and gaskets of a covered component if defective.

### POWER TRIM

Power trim and/or tilt motor, trim cylinders, cylinder rams, cylinder seals, cylinder mounts and pivots, trim motor actuator solenoids, trim wiring harness, trim master control switches, control valve, pump and reverse lock valve.

## INTERMEDIATE HOUSING

Intermediate shaft bearings, U-joints, center yoke, drive yoke, gimbal bearings, steering yoke, engine coupler. Intermediate housing/gimbal housing if damaged beyond repair by a covered component. Seals and gaskets of a covered component if defective.

## FUEL DELIVERY (Including turbochargers)

Fuel injectors, fuel distributors, fuel injection pumps, ECU module, throttle position sensor, manifold absolute pressure sensor, manifold air temperature sender, idle speed control, mass air flow sensor, detonation/knock sensor, coolant sensor, ignition pick up sensor, fuel delivery pump, fuel pump diaphragm, flame arrestor. All internally lubricated parts located within the turbo charger, housing, waste gate actuator. Seals and gaskets of a covered component if defective.

**\*NOTE: Diesel Engine component coverage only applies if the covered items are listed as covered parts under the original manufacturer's warranty terms and conditions.**

## Optional Accessory Programs

Accessory Programs are available as options on Your Service Contract provided that the option purchased is so noted on the Administrator copy of Your Service Contract Application. Should the Stand-alone option box be checked on the Administrator copy of Your Service Contract Application, coverage will be limited to components listed in the Optional Pak checked on Your Application.

### CRUISING PAK

**Air Conditioner:** Compressor, condenser, capacitor, water pump, relay, fans, heat exchanger, evaporator, control panel, thermostat.

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

**Interior Lighting:** Light switches, lighting fixtures.

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

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

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

**Appliances (Built-in):** Refrigerator, range/cook top, oven, L.P. regulator, clothes washer, clothes dryer, microwave, ice-maker, disposal, central vacuum system (applies to built-in units only).

**Water System:** water pump, water heater, compressor, drain system, sump pump, fittings, faucets.

**Head/Waste System:** shower, toilet, sink(s), holding tanks, macerator, gate valves, connections, electric flush control, vacuum pump. Note: pipes and leaks from piping and vacuum accumulations are excluded.

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

**Horns:** Air horns, air horn compressor, air solenoids, control panel, electric horn and control.

**Electrical:** Battery main switch, battery isolator, battery selector switch, battery box, fuse block/fuse holders, chart light, windshield wiper motor, transom light, bow light, docking lights, courtesy lights.

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

**Depth Finder:** Depth sounder, transducer, mounting brackets and control cable. (Applies to one factory installed unit only).

**Instrument Panel:** (Factory installed only) Tachometer, speedometer, volt gauge, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge.

**Stereo:** CD Player, CD Changer, amplifier, cassette tape deck, AM/FM tuner. (Factory installed units only).

**Compass:** Compass head, mounting brackets (excludes digital model).

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

**Planing/Trim Tabs:** Pump, trim cylinders, planing plates.

**Hardware:** Deck rails, grab rails, hand rails, bow eyes, rope cleats, anchor chocks, cockpit steps, top slides, door hinges and latches, deck plates, storage cover sockets and supports.

**\*Blockage:** Blocking coverage per foot of hull length per covered mechanical breakdown, up to \$50.00 on covered claims.

**\*Dockside Assistance:** (26 foot vessels and over only). Dockside Assistance covers up to \$50.00 of service call charges when in water repair is needed.

*\*Not included if Cruising Pak is purchased as a Stand Alone option.*

### RUNABOUT PAK

**Digital Depth Finder:** Depth finder, transducer, mounting brackets and control cable. (Applies to one factory installed unit).

**Fish Finder:** Fish finder, transducer, speed and temperature sensors, mounting brackets, control cable. (Applies to one factory installed unit).

**Navigation System:** GPS, GPS Map Receiver.

**Electrical:** Interior courtesy lights, docking/bow lights, stem light, dual battery switch, cabin light fixtures, electric horn, windshield wiper motor.

**Stereo:** CD Player, amplifier, cassette tape deck, AM/FM tuner. (Factory installed units only).

**Appliances (Built-in):** Galley sink and faucet, ice box, stove top.

**Water System/Wash down:** water pumps, drain system, fittings, faucets.

**Head/Waste System:** shower, toilet, sink, holding tank, macerator, gate valves, connections,

**Hardware:** Stainless steel deck railings, grab rails, bow eyes, rope cleats.

**Instrument Panel** (Factory installed): Tachometer, speedometer, volt gauge, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge.

**Trailer:** Brakes, brake drums, master cylinder and hydraulic brake actuator. Frame rails, wheel bearings, spindles and springs, winch stand, welds, axle, backing plates, coupler, bunk and roller cradles. (Excludes damage due to overloading and bending or bearing failures due to water entry or debris).

### **SKI BOAT PAK**

**Digital Depth Finder:** Depth finder, transducer, mounting brackets and control cable. (Applies to one factory installed unit).

**Electrical:** Interior courtesy lights, docking/bow lights, stem light, dual battery switch, cabin light fixtures, electric horn, windshield wiper motor.

**Stereo:** CD Player, amplifier, cassette tape deck, AM/FM tuner. (Factory installed units only).

**Water/Ballast System/Wash down:** water pumps, drain system, fittings, faucets.

**Hardware:** Stainless steel deck railings, grab rails, bow eyes, rope cleats.

**Instrument Panel** (Factory installed): Tachometer, speedometer, volt gauge, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge.

**Trailer:** Brakes, brake drums, master cylinder and hydraulic brake actuator. Frame rails, wheel bearings, spindles and springs, winch stand, welds, axle, backing plates, coupler, bunk and roller cradles. (Excludes damage due to overloading and bending or bearing failures due to water entry or debris).

### **SAILBOAT CRUISING PAK**

**Air Conditioner:** compressor, condenser, heat exchanger, evaporator, thermostat, capacitors, relays, fans. Failures due to corrosion and/or clogging of fittings, thru-hulls, hoses, cooling coils or tubes are excluded.

**Heating:** furnace, heating elements, control panel, thermostat, burner assembly, blower motor.

**Water System:** water pump, water heater, compressor, drain system, fittings and faucets.

**Waste System:** shower, toilet, sink(s), holding tanks, macerator, gate valves, connections and vacuum pump. Note: pipes and leaks from piping and vacuum accumulators are excluded.

**Appliances:** refrigerator, range/cook top, oven, clothes dryer, microwave, ice maker, trash compactor, central vacuum system (applies to built-in units only).

**12 Volt Electrical:** battery charger/converter, shore power, onboard receptacle, shore power main switch, circuit panel, circuit breakers.

**Electrical:** battery main switch, battery isolator, battery selector switch, battery box, fuse block, fuse holder, chart light, transom light, bow light, docking lights, voltmeter, electric horn, windshield wiper motor.

**Instrument Panel:** speedometer head, tachometer head, volt meter gauge, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge (applies to factory installed unit only).

**Compass:** compass head, mounting brackets (excludes digital models).

**Bilge:** pump, manual control panel, switches, wiring harness, venting system.

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

**Horns:** air horns, air horn compressor, air solenoids, control panel, electric horns.

**Anchor:** winch, electric winch less motor, bow pulpit guide, switches.

**Speedometer/Tachometer:** Speedometer head, tachometer head, speed log, speed sensor, mounting brackets, control cable.

**Manual Steering:** Tiller arm; drag link; stabilizer; rudder shaft tiller arm; u-joints; torque tube; gear box; steering control helm assembly; control rack and yoke assembly; steering wheel; steering wheel mounting hub (excludes cables).

**Boat Hardware:** Deck rails, grab rails, hand rails, bow eyes, line cleats, anchor chocks, cockpit steps, rod holders, top slides, door hinges and latches, deck plates, storage cover sockets and supports.

**Blocking:** In the event of a Failure of a covered component, Contract Holder will be reimbursed up to \$50.00 per occurrence for blocking charges.

### **NAV PAK**

**Navigation System:** Radar, GPS, GPS Map Receiver, LORAN, Plotter, Loran Antenna, Auto Pilot, VHF Radio.

### **GENERATOR PAK (Coverage is limited to the first 1500 hours of use for New Craft and 750 hours of use for Used Craft)**

**Engine:** Internally lubricated parts contained within the cylinder block to include: Pistons, piston rings and pins, main bearings and rod bearings, crankshaft, connecting rods, camshaft, camshaft bearings, timing chain, gears and/or belt, valves, valve springs, valve guides and seats, valve push rods, lifters, oil pump. Rocker arm cover, harmonic balancer, oil pan, engine mounts. Distributor housing, shaft and bearings. 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.

**Electrical:** Switch box/amplifier, alternator, voltage regulator/rectifier, ignition coil, starter motor, solenoid, engine mounted wiring harness.

**Closed Cooling System:** Engine water coolant circulating pump and heat exchangers. (For closed cooling system only).

**Generator Electrical:** Armature, fields, brushes, end frame and housing, generator mounted control panel, rectifier. (Does not include installation and/or removal of unit).

## **TRAILER PAK**

**Trailer:** Brakes, brake drums, master cylinder and hydraulic brake actuator. Frame rails, wheel bearings, spindles and springs, winch stand, welds, axle, backing plates, coupler, roller cradles. (Excludes damage due to overloading and bending, and bearing failures due to water entry or debris).

## **REPOWER\***

### **INBOARD, STERN DRIVE AND DIESEL COVERED COMPONENTS**

**Engine:** Internally lubricated parts contained within the cylinder block to include: Pistons, piston rings and pins, main bearings and rod bearings, crankshaft, connecting rods, camshaft, camshaft bearings, timing chain, gears and/or belt, valves, valve springs, valve guides and seats, valve push rods, lifters, oil pump. Rocker arm cover, harmonic balancer, oil pan, engine mounts. Distributor housing, shaft and bearings. 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.

**Diesel Engine Only:** Cylinder head bolts, air intake housing, main bearing bolts, rod bolts, rocker arms, oil cooler housing, oil filter housing, flywheel housing, pump drive gears, front covers, idler gears, balancing cover housing.

**Electrical:** Alternator/stator, voltage regulator/rectifier, ignition trigger coil, ignition high output coil, spark plug wires, engine mounted terminal blocks, engine mounted wiring harness, electric choke solenoid, starter motor, starter armature, starter field windings, starter magnets, brush holder and brushes, end caps and bushings, starter drive, starter solenoid.

**Fuel Delivery:** (Including turbo chargers). Fuel injectors, fuel distributors, fuel injection pumps, ECU module, throttle position sensor, manifold absolute pressure sensor, manifold air temperature sender, idle speed control, mass air flow sensor, detonation/knock sensor, coolant sensor, ignition pick up sensor, fuel delivery pump, fuel pump diaphragm, flame arrester. All internally lubricated parts located within the turbo charger housing, waste gate actuator. Seals and gaskets of a covered component if defective.

**\*NOTE: The Repower Program is for new replacement engines installed with the original V-drive, transmission or stern drive in your current boat.**

### **Benefits**

**HOIST/HAUL-OUT:** The **Contract** will pay up to one hundred dollars (\$100) 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:** The **Contract** will pay up to one hundred dollars (\$100) for towing anytime a covered component fails causing the **Craft** 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 **Contract** will pay up to one hundred dollars (\$100) for the actual cost of Pick-Up/Delivery for **Craft** up to twenty-five (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 Craft** from further damage. This **Contract** will not cover damage caused by not securing a timely repair of the failed component.
2. If **Your Craft** breaks down, return to the Issuing Dealer during normal service department hours. If this is not possible, take **Your Craft** to the licensed repair facility of your choice (You may contact the **Administrator** for assistance in locating a repair facility).
3. Instruct the repair facility that they must obtain an authorization number from the **Administrator** prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, **You** may be required to authorize the repair facility to inspect or tear down **Your Craft** to determine the cause and cost of the repair. **You** will be responsible for these charges if the **Failure** is not covered by this **Contract**. **We** reserve the right to require an inspection of **Your Craft** prior to any repair being performed.
5. After the **Administrator** has been contacted, review with the repair facility the components that will be covered by this **Contract**.
6. The **Administrator** will reimburse the repair facility or **You** for the cost of authorized repairs performed on **Your Craft**. All repair orders and necessary documentation must be submitted to the **Administrator** within thirty (30) days to qualify for payment.

## Service Department Guidelines for Claims Handling

*Follow these steps when handling a claim:*

1. Advise the **Contract** holder that evaluation of a **Failure** does not mean that the repair is covered under this **Contract**. All covered repairs must receive prior authorization by the **Administrator**.
  - a. Have the **Contract** holder authorize the inspection/tear down of the **Craft** to determine the cause of the **Failure** and the cost to repair. Save all components, including fluids and filters, should the **Administrator** require an outside inspection. Notify the **Contract** Holder that the cost of tear down will not be paid if it is determined that the **Failure** is not covered under this **Contract**.
  - b. Determine the cause of **Failure**, correction required and cost of the repairs.
4. Contact the **Administrator's** Claims Advisor at **800-526-0929** to get authorization to proceed with the claim. Be prepared with the following when placing the call:
  - a. Customer's Name and **Contract** Number.
  - b. Cause of **Failure** and recommended correction.
  - c. Cost of repair.
5. The Claims Advisor will verify coverage and do one of the following:
  - a. Approve Claim - If approved, the repair facility will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
  - b. Require Additional Evaluation, Inspection or Tear Down – The **Administrator** may require an inspection prior to the repair being completed. If a tear down is required to determine the cause of the **Failure**, the **Contract** holder must authorize same. Notify the **Contract** holder that if the repair is not covered, then the **Contract** holder will be responsible for cost of the tear down. The repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If the inspection is not made within forty-eight (48) hours, contact the Claims Advisor.
  - c. Deny the claim and provide the reason for the denial.
6. Review the **Administrator's** findings with the **Contract** holder as well as what will be covered by the **Contract** and what portion of the repairs, if any, will not be covered.
7. Obtain the **Contract** holder's authorization to complete repairs. All repair orders must have the **Contract** holder's signature to qualify for payment.
8. Submit the repair order(s) which should contain the **Contract** number, authorization number and authorized amount to the **Administrator** within thirty (30) days at the following address:

Interstate National Dealer Services, Inc.

6120 Powers Ferry Rd. NW, Suite 200, Atlanta, GA 30339

800-526-0929 Claims Fax: 770-952-9245

www.inds.com

e-mail: claims@inds.com

## Cancellation of Service Contract

1. **You** may cancel this **Contract** at any time including when the **Craft** is sold, lost stolen or destroyed by notifying **Us**. Contact the **Administrator** for a Cancellation Form which will need to be completed and sent to the **Administrator**.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for **Your** intentional misrepresentation in obtaining this **Contract** or in submitting a claim. If **We** cancel this **Contract**, **You** will receive a pro-rata refund of the unearned **Contract** charge paid based on the term of the **Contract** and less a fifty dollar (\$50) service charge.
3. If **Your Craft** and this **Contract** has been financed, the lien holder may cancel this **Contract** for non-payment, or if **Your Craft** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lien holder and the lien holder is also entitled to any resulting refund.
4. If You cancel this **Contract** within sixty (60) days of purchase if **Craft** was purchased new or within thirty (30) days of purchase if **Craft** was purchased used and no claim has been filed, the entire **Contract** charge paid will be refunded. If You cancel this **Contract** after sixty (60) days from purchase for new or after thirty (30) days of purchase for used, or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method based on the term of **Contract** and the date when **Coverage** began.
5. A fifty dollar (\$50) service charge will be deducted from all refunds after sixty (60) days for new and thirty (30) days for used **Craft Contracts**.
6. In the event of cancellation, the lien holder, if any, will be named on the cancellation refund check.

## Exclusions

Parts not 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 (50 U.S. STATES AND THE DISTRICT OF COLUMBIA) 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.
- 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 ACT 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 OR ZEBRA MUSSELS; (L) OVERHEATING (REGARDLESS OF CAUSE), DETERIORATION, CONDENSATION AND 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, MANUFACTURE, 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. MERCURISER DRY SUMP DRIVES; SUPERCHARGED STERN DRIVES.

### INTERSTATE NATIONAL DEALER SERVICES, INC.

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