

PINNACLE PROTECTION PLAN

Administered by:
MPP CO., INC.

P.O. Box 634
Shawnee Mission, Kansas 66201
Call Toll Free 1-800-747-4400

In Florida, Administered by:
OLD UNITED CASUALTY CO.
(Florida License # 03041)
P.O. Box 795
Shawnee Mission, Kansas 66201
Call Toll Free 1-800-866-6090

PERSONAL WATERCRAFT COVERAGE
XX MONTHS

AGREEMENT HOLDER:
JOE CUSTOMER
123 UPYOUR STREET
ANYTOWN, KANSAS 12345-6789

AGREEMENT NUMBER:
123456
COVERED VEHICLE VIN:
12345678912345678

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|---|------------------------|----------------------------|
|  PINNACLE PROTECTION PLAN | | |
| Vehicle I.D. No. | | Agreement No. |
| 12345678912345678 | | 12345678 |
| XX MONTH | \$25 Deductible | PERSONAL WATERCRAFT |
| JOE CUSTOMER | | |
| Agreement Expiration Date: | | |
| XX/XX/XXXX | | |

Agreement Expiration Date: **XX/XX/XXXX**
Deductible **\$25**

COVERAGE UNDER THIS AGREEMENT STARTS ON THE DATE IT IS PURCHASED AND ENDS ON XX/XX/XXXX.

This is your Pinnacle Protection Plan Agreement. Please review the information herein to verify that the following information is correct:

- Name
- Vehicle I.D. Number
- Type of Coverage
- Deductible
- Agreement Term Months
- Expiration Date

If any of the above information is incorrect, or if you have any questions, please call the administrator.

DEFINITIONS: The following are key words and phrases which are included in these Plan provisions and have particular meaning:

You, Your – means the Plan purchaser.

We, Us, Our–means the Provider stated in Appendix A.

Mechanical Breakdown - means the failure of a covered part, making that covered part incapable of performing the function for which it was designed by the manufacturer, due solely to defects in materials or faulty workmanship of a covered component.

Watercraft – means the covered Personal Watercraft listed in the Declaration Section.

Selling Dealer – means the Dealer that sold You Our Plan.

Dealer – means a Watercraft sales and/or service facility authorized by Us to sell and/or service Our Plans.

Plan – means the Pinnacle Protection Plan Personal Watercraft Service Agreement which is a service contract or service agreement.

SERVICE AGREEMENT:

This Plan is a service agreement and/or referral agreement between You and Us. It protects You should a Mechanical Breakdown occur during normal use. We are responsible for fulfillment of the provisions under this Plan.

Our fulfillment of the provisions under Your Plan are guaranteed under a reimbursement insurance policy issued by Old United Casualty Company, P.O. Box 795, Shawnee Mission, Kansas 66201 (DBA Vantage Casualty Company in California). You are entitled to make a direct claim against the insurance company if We fail to pay any claim covered under the provisions of this agreement within sixty (60) days after proof of loss have been filed with Us.

The Administrator and/or Old United Casualty Company are not a party to, and shall not be liable for, any “guaranteed price refund” offered or made by the Dealer who sold You this service agreement.

All inquiries regarding Your Plan should be directed to the Selling Dealer or Us.

PLAN PROVISIONS:

These are Your Plan provisions. You must present Your Plan provisions to the Dealer when requesting Plan service. They describe the Plan You purchased and identify You and Your Watercraft as being eligible for Plan service.

IMPORTANT! The issuance of a Plan provision by Us or payment of a previous claim shall not be deemed as a waiver of Our rights to refuse to pay any claim or cancel the Plan should it be subsequently discovered that there has been a material misrepresentation or fraud at the time of sale of the Plan and the Watercraft for which the Plan was purchased was not eligible for coverage.

LIMITS OF LIABILITY:

The most We will pay for a loss will not exceed the actual cash value of Your Watercraft at the time of the Mechanical Breakdown, less the deductible shown in the Declaration Section. The actual cash value of Your Watercraft will be determined based on guidelines contained in the current edition of the N.A.D.A. Boat Appraisal Guide. The total of all claims paid during the term of this Plan shall in no event exceed the Watercraft purchase price.

PLAN COVERAGE AREA:

Coverage applies to Mechanical Breakdowns repaired within the boundaries of the United States of America and Canada.

DEDUCTIBLE:

Means the amount you must pay for covered component repairs performed during each repair visit. Your Deductible is identified on page 1. This deductible does not apply to the pick-up and delivery reimbursement.

OBTAINING PLAN SERVICE:

In the event of a Mechanical Breakdown or component failure, the Selling Dealer will provide Plan service at their place of business. If the Selling Dealer retires from business, or if You move out of the area, or have a claim while traveling, or Your Selling Dealer is unable to perform the required repairs, go to Your nearest Dealer and request service under the Plan. Plan service obtained from other than an authorized Dealer is not reimbursable unless approved by Us before the service is performed. We must authorize all claims prior to starting the repair.

In the event of a Mechanical Breakdown, follow these procedures:

1. Cease operating the Watercraft to prevent further damage. Failure to do this will cause any additional repair cost to be paid by You.
2. Return to the Dealer. The Dealer will inspect and diagnose the cause of failure, and estimate the cost of parts and labor to complete the repair. If a failure is not covered by Your Plan, costs incurred for disassembly or diagnostic work are Your responsibility.
3. You or the Dealer must call Us prior to starting the repair(s). Depending on the circumstances, We reserve the right to inspect, investigate, or demand proof of maintenance before performance of repairs. In the event of irreconcilable dispute between the Dealer and Us, We shall have the right to take possession and remove Your Watercraft and move it to another Dealer's repair facility.
4. Provide proof of maintenance (if requested by the Dealer or Us).
5. Permit inspection before performance of repairs.
6. Cooperate in investigation of the Mechanical Breakdown.
7. Review and sign the service repair order acknowledging completion of the covered repairs and pay the Dealer the applicable deductible and any non-covered charges.

We may require the use of rebuilt, remanufactured, or parts of like kind and quality, to fulfill Our repair requirements under this Plan. *The use of non-original manufacturer's parts is permitted.*

WHEN YOUR PLAN COVERAGE STARTS AND ENDS:

New Coverage: Your additional Plan benefits begin on the date You purchase Your Plan. Mechanical Breakdown coverage begins when the manufacturer's warranty expires. Your coverage expires on the date indicated in the Declaration Section.

Used Coverage: Used coverage must be purchased at the time of retail sale of the Watercraft. Your Mechanical Breakdown coverage and additional Plan benefits begin the date You purchase the Plan. Your coverage expires on the date indicated in the Declaration Section.

COVERED COMPONENTS:

The components listed below are covered by the Plan. Components not listed below are not covered.

1. **ENGINE COMPONENTS:** All internally lubricated parts including: pistons, piston rings & pins, crankshaft and main bearings, connection rods, rod bearings, reed valves and reed blocks, intake manifold (Rotax engine only). Engine block, cylinder head and cylinder barrels if damaged as a result of a Mechanical Breakdown of one of the above parts.
2. **LUBRICATING SYSTEM COMPONENTS:** Oil injection pump, oil injection drive gear/shaft, oil injection check valve, oil tank, oil cap, oil level and oil level flow warning sensors and control modules, oil level warning horn, oil lines (rubber and plastic lines and hoses are excluded), and oil injection metering system.
3. **DRIVE LINE SYSTEM COMPONENTS:** Drive shaft, bearings, bushings, and flywheel.
4. **JET DRIVE COMPONENTS:** All internally lubricated parts in the pump housing. Pump housing if damaged as a result of the failure of a covered component. (Damage to jet drive bearings caused by improper lubrication is not covered).
5. **CONTROLS COMPONENTS;** Neutral start switch, starter/choke primer switch, starter/stop button, throttle control handle, throttle cam lever, throttle and shift cable, shift interrupter switch, tilt/trim switch, and ignition switch. (Key and tumbler are not covered).
6. **STEERING COMPONENTS:** Steering control assembly, steering gate, rudder, and nozzle. (Cables are excluded.)
7. **FUEL SYSTEM COMPONENTS:** *Fuel delivery pump, fuel injection pump, fuel injectors, electric EFI control modules,* Fuel tank, fuel cap, petcock, fuel lines. (Carburetors are excluded).
8. **ELECTRICAL COMPONENTS (NEW WATERCRAFT ONLY):** Alternator/stator, starter, starter solenoid, starter solenoid flywheel, voltage regulator, rectifier, ignition coil, CDI/switch box, ignition module, trigger and

sensor, windshield wiper motor, electrically operated gauges, power trim motor, power trim housing. Wiring/wiring harness is damaged as a result of the failure of a covered component.

9. **SEALS AND GASKETS: (NEW WATERCRAFT ONLY)** Seals and gaskets are covered for those components covered by the Plan.

ADDITIONAL PLAN BENEFITS:

PICK UP AND DELIVERY:

Pick up and delivery reimbursement is available when a breakdown to a covered component disables Your personal Watercraft. Pick up and delivery charges to maximum of \$50 will be reimbursed. Reimbursable pick ups and delivery must be made by a licensed pick up company or a licensed repair facility.

OPTIONAL TRAILER PACKAGE (NEW AND USED WATERCRAFT):

Brake Components: Master cylinder, hydraulic brake actuator and backing plate.

Frame Components: Axle(s), brackets, bunks, couplers, fenders, hubs, roller cradles, spring hangers, welds, winch stand, and suspension springs.

YOUR RESPONSIBILITY:

Your responsibility is to properly operate, care for and maintain the Watercraft as prescribed in Your owner's manual. You must perform, at Your expense, and prove that You have so performed the maintenance recommended by the manufacturer. Failure to perform required maintenance will result in a loss of Your coverage and benefits. You must retain all maintenance and purchase receipts (indicating dates and services performed) to avoid any misunderstanding as to whether or not the maintenance services were performed as required.

THIS AGREEMENT WILL NOT APPLY TO:

1. Repairs performed outside the boundaries of the United States of America and Canada.
2. Repair or replacement of any components not specifically covered by the Plan.
3. Damage caused by negligence, not performing proper maintenance, services, and repairs as outlined in Your Watercraft owner's manual, sludge, inadequate levels of coolants or lubricants, and the use of improper or non-equivalent parts.
4. Repair to pistons, rings and/or pins due to carbon or "coking" condition. Repair to valves due to carbon, dished, tuliped or stuck condition. Repair due to detonation, overheating, pre-ignition, or lean or improper fuel mixture.
5. Any failure or damage where the cause is due to submersion or water ingestion (regardless of the cause).
6. Failure caused by use of equipment and accessories not installed by the manufacturer, or improper installation of these items by the manufacturer.

7. Unauthorized repairs performed by other than authorized Dealers and repairs required as a result of parts used other than those recommended by the manufacturer.
8. Additional service work requested by You or the Dealer other than necessary to satisfy the Plan covered repairs.
9. Watercraft that have been altered by the installation of carburetor jets or gears to meet local altitude requirements or to increase performance.
10. Similar repairs to the same component within a 90-day period.
11. Replacement of seals and gaskets due to seepage or overheating. Minor loss of fluid is not a Mechanical Breakdown.
12. Mechanical failures that exist at the time of retail sales, whether or not the failure would be otherwise addressable by the Plan.
13. Failure or loss resulting from faulty or negligent repair work or from installation of defective parts.
14. Any damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists.
15. Any failure resulting from the trailer or other method of transporting the Watercraft.
16. Loss caused by foreign substance in the fuel, improper fuel/oil mixture, clogged filters, and use of fuel and/or oil not recommended by the manufacturer.
17. Normal wear and tear. Many parts on Your Watercraft wear out over time in the normal use of Your Watercraft. This is not a defect in materials or workmanship and is not covered. These parts include, but are not limited to, Your muffler, resonator, and exhaust pipe. Additionally, over time, the compression on Your Watercraft may decrease due to normal wear and tear. The repair or replacement of valves or rings to correct lowered compression or oil consumption from normal wear alone, is not covered.
18. Appearance, trim, non-moving chassis or body parts are not covered. These parts include, but are not limited to, paint and trim items, wheels, upholstery and chrome parts, lenses and windshields.
19. Mechanical Breakdowns covered by manufacturer's warranty, manufacturer's recall, factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise), any service agreement, written warranty, or any insurance policy.
20. Damage to a non-covered part by a covered part(s) failure or to a covered part by a non-covered part(s) failure.
21. Repairs required as a result of fire, accident, impact, grounding, abuse, negligence, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, environmental damage, aquatic growth, seaweed, algae, barnacles, zebra mussels, pollution, war, nuclear damage; failure to properly operate the Watercraft, modification or any alteration to the Watercraft not recommended or approved by the manufacturer, using the Watercraft for speed events such as races or acceleration trials; rust, chemicals, salt, sap, sand, dirt, or other obstacles, cosmetic or paint changes, electrolysis, corrosion, smoke or soot, collision, freezing or ice

damage, water damage, reverse polarity, deterioration, condensation, contamination, the failure or loosening of external fasteners and/or bolts.

- 22. Maintenance service and parts used in connection with such services such as alignments, adjustments, spark plugs, oil or fluids, belts, hoses, oil filters and clamps, miscellaneous and shop supplies, caliper pads, points, condensers, batteries, light bulbs, suspension slides.**
- 23. Removal and/or replacement of any material for necessary access to the product or covered component.**
- 24. Gauges if there has been any tampering or alteration.**
- 25. Liability for incidental and/or consequential damages, including but not limited to, death, bodily injury, physical damage, property damage, loss of use of the described Watercraft, loss of time, loss of profits or wages, inconvenience and commercial loss.**
- 26. Damage caused by continued use in a failed state, whether or not the original failure is addressable under the Plan.**
- 27. Failure caused by inadequate or improper haulout, launch, towing, pick up/delivery, storage, winterization or de-winterization.**
- 28. Watercraft which has been used at any time for livery, taxi, renting/chartering, police/emergency, commercial towing, hauling or delivery purposes, or any other commercial use.**
- 29. Loss caused by external water inlets, or outlets and/or internal water passages being restricted, or motor/drive mounted to high.**

CANCELLATION AND REFUND:

Provided there are no claims made, You may cancel this Plan within sixty (60) days for a full refund of the purchase price paid. After sixty (60) days or if there has been claims made, You will receive a pro-rata refund of the purchase price paid, less a \$40 service charge and less claims paid. Should service charge and/or amount of claims exceed the refund amount, no refund is due to You. You must take Your Plan provisions to the Dealer where You purchased the Plan and sign a cancellation request form. The Dealer will contact Us to request termination of Your Plan. *Refunds will be made to You and/or the lienholder by Your Dealer.* If you no longer reside in the area where the Plan was purchased, or Your Dealer is no longer in business, mail Your cancellation request and Plan provisions to Us. *We may cancel this Plan in the event the charge for Your Plan has not been paid, if the Manufacturer's Warranty has been cancelled or voided, or if there is a material misrepresentation on the Service Agreement Application. If We cancel, You will not be charged the service charge. Refunds will be made to You and/or the lienholder by Your Dealer. If the lienholder takes possession of the Vehicle, or a total loss of the vehicle occurs, the lienholder will be sole party to any refund. If cancelled, the Plan may not be repurchased or Plan coverage reinstated.*

TO TRANSFER YOUR PLAN:

Unexpired Plan coverage may be transferred at the time of sale to the subsequent private purchaser of the Watercraft, provided the Plan has not been canceled, by mailing this Plan provision form, maintenance records, and a transfer fee of \$40

payable to Us. *Transfer of the Plan must be made within thirty (30) days of the sale date to the subsequent private purchaser. If the remaining Plan coverage is not properly and timely transferred, the Plan coverage will no longer be in force and should be cancelled by the original Plan purchaser.*

To transfer this Plan, complete the transfer form. Please be sure Your signature is included – Your signature signifies You have authorized transfer of Plan coverage to the new owner. It is the original Plan purchaser's responsibility to provide all maintenance records and receipts to the new owner upon transfer. Transfer requests will not be granted without the signature of the owner for whom these Plan provisions were issued. This Plan is not transferable or assignable if traded or sold to a dealer and should be canceled by the original Plan purchaser.