

# MARINE SERVICE CONTRACT APPLICATION

Administrative Offices 15806 Brookway Drive Suite 500 Huntersville, NC 28078 (888) 661-7814/ (704) 895-1206

Florida License #60115

Application # **N03**\_\_\_\_

Copy 1 - Intercontinental Copy 2 - Dealer Copy 3 - Customer

Copy 4 - Lienholder

INFORMATION SCHEDULE
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1. DEALER/Code: **SALEMANS SIGNATURE** Address State Name Zip 2. VESSEL DESCRIPTION 3. TRAILER VIN NUMBER Year Make Model Length Hull ID# 4. ENGINE(1) 4. ENGINE(2) Year ID# Factory Warr. Exp. Date HP Year ID# Factory Warr. Exp. Date Make Make **5. ENGINE & DRIVE TYPES** (check all that apply) **ENGINE VALUE \$** Personal Jet PWC Jet Drive 2 Year Outboard Stern/IO Inboard Dsl Opti Max Fitch **Factory Warranty** 3 Year 6. CONTRACT HOLDER Last Name First Street Apt # City State Zip Phone Number 7. TERMS AND OPTIONS **COVERAGE PRICE COVERAGE COVERAGE** PRICE NEW **USED PRICE** 1+2 (36 month) **Trailer Coverage** 12 months 24 months 1+3 (48 month) Repower 36 months **Sub Total** 1+4 (60 month) Sub Total 1 **OPTIONS** 2+3 (60 month) Sub Total 2 2+4 (72 month) **Sport Fish Package** 3+3 (72 month) **Cruiser Package** Sub Total (1) Sub Total (2) **GRAND TOTAL 8. ACCEPTANCE OF COVERAGE** This is an application for coverage only and is not effective until a declaration page and terms and conditions are received from the administrator. If you do not receive them within 60 days, please contact your Selling Dealer or Intercontinental at the toll free number listed above. Your signature acknowledges that you have read a specimen copy of the Service Contract and you understand all terms, conditions and exclusions including the contract holder's responsibilities. New coverage is available on units that are still within factory warranty. New coverage begins on the original manufacturer's warranty start date regardless of this contract's purchase date. **Lised coverage begins at the** purchase of the contract and a used contract must be purchased when the vessel is purchased. The purchase of this agreement is not required in order to purchase or obtain financing for this vehicle. Signature of Applicant Contract Purchase Date 9. WAIVER OF COVERAGE Signature of Applicant\_ Date 10. LIEN HOLDER NAME

# NEW AND USED FLORIDA MARINE MECHANICAL REPAIR AGREEMENT

## THIS CONTRACT IS NOT VALID UNLESS ATTACHED TO AN ORIGINAL DECLARATION PAGE ISSUED BY IMSC

This form describes the protection you will have under your Mechanical Repair Agreement (hereafter referred to as "Agreement"). In return for payment by you of the Agreement charge and subject to all the terms of this agreement, we agree with you as follows:

**KEY TERMS** (when used, Key Terms will appear in dark print)

- "Vehicle" means the marine vehicle shown in Section 1 on the declaration page.
- "You and Your" mean the customer (private individual) shown in Section 2 on the declaration page, or a person to whom this Agreement may be and is properly transferred.

"We," "us" and "our" mean Intercontinental Marine Service Corporation.

- "Administrator" means Intercontinental Marine Service Corporation. The Administrator is appointed by us to administer the business.
- "Breakdown" or "Mechanical Breakdown" means the failure of any original or like replacement part covered by this Agreement to perform its intended function(s) in normal service, providing it has received customary maintenance as recommended under Maintenance Requirements as shown in this Agreement or in the Manufacturer's Maintenance Schedule for your vehicle. Breakdown or mechanical breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.
- "Cost," means the reasonable and customary charged for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts, and labor allowance derived from manufacturers recognized labor time allowances.

At our discretion, replacement parts used in covered repairs may include non-original equipment manufacturer parts, new, remanufactured or used parts that meet the quality standards of the repairer or us.

- "Warranty" means any warranty of the manufacturer, state required dealer warranty, or a repairer's guarantee.
- "Deductible" means the amount that you must pay for each unrelated mechanical breakdown. The new Agreement term has a \$50 deductible per unrelated mechanical breakdown. The used Agreement term has a \$50 deductible per unrelated mechanical breakdown.
- "Date issued," means the date you purchased this agreement.
- "In-Service Date" means the vehicle factory warranty start date or the vehicle's first day of use, whichever occurs first regardless of the Date Issued.
- "Repairer" means a franchised power sport dealer or repair facility that provides written parts and labor guarantee for covered repairs of not less than 30 days. Repairs must be authorized by Intercontinental Marine Service Corporation prior to beginning repairs.

### WHAT THIS AGREEMENT COVERS

#### Coverage 1 - Mechanical Breakdown

During the Agreement Period, subject to the selected coverage plan, at **our** option **we** will pay **you** or a repairer the **cost** to remedy any breakdown of your vehicle less your **deductible.** At our discretion, replacement parts used in covered repairs may include non-original equipment manufacturer parts, new, remanufactured or used parts that meet the quality standards of the repairer or us.

## NEW AND USED MARINE COVERAGE

When the appropriate coverage plan box has been checked on the Application, only the following parts are covered. Parts not listed are not covered.

Engine/Power Head:

All internally lubricated parts contained within the cylinder block including: pistons, piston rings and pins, main bearings, connecting rods and

rod bearings, crankshaft, reeds, reed block and cage, camshaft and bearings, timing chain / belt and gears, valves, valve springs, valve guides, seats and valve covers, harmonic balancer, oil pan, push rods, lifters. Cylinder head(s) block and cylinder barrel if damaged as a result of a

mechanical failure of an above listed part.

Lower Unit: All internally lubricated parts contained within the lower unit housing including: drive shaft, drive shaft bearings, pinion gear and

bearing, shift cam and follower, forward and reverse gears, carrier bearings, shims, thrust washer and carrier, clutch dog and pin and

shift shaft. Propeller shaft and housing if damaged as a result of mechanical failure of a covered part.

Steering/Controls: Steering, shift & throttle cables, steering wheel and hub, swivel bracket and bearing, hydraulic head, cylinder and flow valves, shift

control box, steering control helm assembly and control rack. Steering control assembly (excluding cables), steering, nozzle, reverse gate and

actuator.

Fuel System: Fuel injection control units, fuel injector pump(s) (high and low pressure), fuel injectors (electrical failure only), and fuel system sensors

(position and pressure only), pressure regulator, flame arrestor, choke/primer. CARBURETORS ARE EXCLUDED

Lubrication System: Oil injection check valve, low oil sensor, injection pump, pump drive gear, pump drive shaft, oil tank reservoir, warning module, remote

injection tank, oil tank cap, remote tank pickup and tube, warning horn and warning lights, oil lines and metering system.

Controls: Choke primer switch, run and stop switches, kill switch, throttle control handle, throttle cable and ignition switch.

Electrical: Voltage regulator and rectifier, starter motor including brushes, armature, windings, magnets, end caps and housing, starter solenoid,

power pack/switch box, power trim / tilt motor, stator, ignition coil and switch, neutral safety switch, trigger coil, spark plug wires, terminal blocks, engine mounted wiring harness and connectors, high/low speed spark advance modules, ESA module and choke

solenoid.

Power Trim/Tilt: Trim and tilt cylinder rams, power trim solenoids, wiring harness, pump, relief valve and control switch.

Seals and Gaskets: Seals and gaskets of any listed covered component

Transmission: All internally lubricated parts contained within the transmission case including: clutch and thrust plates, planetary gears, shift bands,

drums, hydraulic pumps, valve bodies, carrier bearings, shafts and reduction gears. Transmission case if damaged as a result of a

mechanical failure of a covered part.

Intermediate Housing: Steering arm and bearing, universal joint bearing, gimble bearings and gimble housing, sleeve and connector, steering pivot and shaft,

shift lever and roller, shift bell crank and pivot housing, u-joint, drive yoke, engine coupler, intermediate housing (holes in/or leaking

bellows excluded).

**Engine Cooling System:** Closed system circulating water pump, heat exchanger and water pump pulley.

Jet Pump: Internally lubricated metallic parts contained within the jet drive case. Pump case if damaged as a result of a mechanical failure of a

covered part.

V-Drive Case: Internally lubricated parts contained within the V-drive case, including bevel gears, carrier bearings, shims and thrust bearings and

shafts. V-drive case if damaged as a result of a mechanical failure of an internally lubricated part.

Salt water Usage: Extends coverage to inland coastal water of the U.S. out to 50 miles "it is required for any vessel that may ever be used in

saltwater".

Turbocharger: (Included on all diesel engines not available on gas) All internally lubricated parts within the turbocharger housing and

waste gate actuator.

#### NEW AND USED PWC COVERAGE

When the appropriate coverage plan box has been checked on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

Engine: All internally lubricated parts contained within the cylinder block, including; pistons, piston rings and pins, main bearings, connecting rods and

bearings, crankshaft, reeds, reed block and engine mount isolators. CYLINDER HEAD (S), BLOCK AND BARREL ARE COVERED IF

DAMAGED AS A RESULT OF A MECHANICAL FAILURE OF A COVERED PART.

Propulsion Pump System: All internally lubricated parts contained within the pump housing, bearings, bushings, impeller, and housing. NOTE: IMPELLER IS

COVERED IF DAMAGED ONLY DUE TO A MECHANICAL FAILURE OF A COVERED PART.

Lubricating System: Complete oil injection system, oil pump, oil injection drive gear, oil tank, oil lever sensor, oil cap and all metallic oil lines.

Fuel System: Fuel pump, fuel tank, fuel cap, petcock and all metallic fuel lines.

**Driveline System:** Drive shaft bushings, bearings and flywheel ring gear.

Controls: Choke primer switch, run and stop switches, kill switch, throttle control handle, throttle cable and ignition switch.

**Steering**: Steering control assembly (excluding cables), steering, nozzle, reverse gate and actuator.

Electronic Fuel Injection: Electronic Fuel Injection System (including all input/sensors and output/control units related to the fuel injection system) including the Fitch

type direct injection system.

**Electrical**: Alternator/stator, starter solenoid, voltage regulator/rectifier, ignition coils, and electronic ignition module, manual switches, gauges.

## ADDITIONAL NEW PERSONAL WATERCRAFT COVERAGE

When the appropriate coverage plan box has been checked on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

Electrical: All electrically controlled gauges, electric power trim motor, electric reverse control mechanism, and wiring harness.

#### Coverage II - On-Water Towing

When a covered **breakdown** requires on-water towing of **your vehicle** to **your** launch site or the closest port, **we** will pay for on-water towing not to exceed \$100 per disablement and towing must be done by a marine towing company or an authorized marine service facility. Towing **your vehicle** from a secured dock or port to another dock or port is not covered. Towing coverage is not available on land.

### Coverage III - Lift-Out

In the event of a **mechanical breakdown** of a covered part, **we** will pay to have **your vehicle** removed from the water (excluding submersion), not to exceed \$100 per occurrence.

#### OPTIONAL MARINE VEHICLE COVERAGE:

When the appropriate coverage plan box has been checked on the Application, only the following parts are covered. Parts not listed are not covered.

### PRO FISH / TOURNAMENT PACKAGE

ELECTRIC TROLLING MOTOR: Internal motor, fields and brushes, planetary housing, hand and foot controls, cable and wiring harness.

POWER / MANUAL TRANSOM: Motor, motor bracket, slides, jackscrews and cylinder, and control panel.

ELECTRICAL ACCESSORIES: Mechanical engine gauges, bilge pump, live well pump, aerifier, manual valves, mechanical speedometer head and control cable, sea / lake water temperature gauge including sensor and control tube, depth finder unit and transducer, compass head (fluid units only), battery main and selector switch and isolator switch.

ALUMINUM BOATS: Structural welds in hull (pontoon legs).

TOURNAMENT USAGE: Extends all coverage to failures resulting from or during any tournament.

# CRUISER PACKAGE NOT AVAILABLE ON VESSELS OVER 65 FOOT

 $\textbf{AIR CONDITIONING / HEATING:} \ A/C \ compressor, \ condenser, \ evaporator, \ control \ panel \ and \ thermostat, \ heating \ elements \ and \ control \ panel.$ 

PLANING /TRIM TABS: Pump, trim cylinders, planning plates, indicator and control panel.

FRESH WATER SYSTEM: Water pump, compressor, water lines, traps, fittings, and faucets.

WASTE SYSTEM: Shower, toilet, sinks, gate valves and connections.

GALLEY: Refrigerator and / or freezer compressor, condenser and evaporator, electric / alcohol stove top or range, oven, microwave, water heater and accumulator.

ACCESSORIES: Air horn(s), including compressor and solenoid, electric horn, speedometer head and control cable, depth finder unit and transducer, compass head (fluid type only), anchor winch / electric windlass motor, light fixtures, light switches, shore power main switch and circuit breakers, battery charger and converter.

**DUAL STATION:** Extends steering / controls coverage to a second helm station.

**TOWING:** Increases towing limits to \$200.00 per occurrence. **LIFT-OUT:** Increases lift-out limits to \$200.00 per occurrence.

## TRAILER PACKAGE

**TRAILER** – Brake Drums, master cylinder and hydraulic brake actuator, backing plates, frame rails, couplers, spindles and springs, welds, roller cradles, winch and bunks, wheel bearings.

## WHAT THIS AGREEMENT DOES NOT COVER

Under Coverage 1, we will not pay for costs covered by any warranty of the manufacturer, state required Dealer warranty, or a repairer's guarantee Regardless of whether they honor such warranty or guarantee.

## MAINTENANCE AND PARTS NOT COVERED

The following are not covered under your Agreement:

- The maintenance services and parts described under Maintenance Requirements as shown in the agreement or in the Manufacturer's Maintenance Schedule for your vehicle.
- Other normal maintenance services and parts including engine tune-up (includes spark plugs, distributor cap and rotor), carburetors, batteries, filters, lubricants or fluids, engine coolant, all hoses and belts (not specifically listed), seals and gaskets (not specifically listed), exhaust system, raw water pump impellers, and hull.
- Glass, glass framework, fastening adhesives, light bulbs, lenses, trim, moldings, bright metal, upholstery, paint, sheet metal, structural framework, and structural welds.
- · After market accessories or non-original equipment, components, and systems not installed by the manufacturer.
- Any expense for diagnosis of a mechanical breakdown, sea trail or check out expense, launch, storage, travel, and any expenses arising from parts or labor charges required to remove or replace your vehicle's bulkheads or other equipment in order to repair the covered mechanical breakdown.

#### In addition, we will not pay benefits:

- · When repairs are performed without prior authorization.
- · For expenses charged for the disposal of environmentally unsafe materials.
- · For expenses charged for non-specific materials or shop supplies.
- For a breakdown caused by or involving collision, hitting underwater objects, fire, submersion, theft, vandalism, riot, war, larceny, explosion, lightning, earthquake, volcanic eruption, windstorm, hail, water, freezing, or flood.
- For loss of time, economic loss, inconvenience, lodging, food, freight charges, core charges, storage charges, or other consequential loss or damage that resulted from a breakdown.
- · For a breakdown when the use of contaminated fluids caused or contributed to the breakdown.
- · For a breakdown when improper levels or specification (type) of fluids, lubricants or coolants caused or contributed to the breakdown.
- Any mechanical breakdown caused by contamination, overheating, lack of coolant or lubricants, lack of oil viscosity, restricted oil flow. If your vehicle
  is a non-U.S. specification model.
- · For a breakdown caused by towing another vehicle unless your vehicle is equipped for this as recommended by the manufacturer.
- · For a breakdown caused by using your vehicle for racing or other competition.
- · For a breakdown caused by or involving modifications unless those modifications were performed by the manufacturer.
- For any consequential or incidental damage or loss should your vehicle be involved in a collision caused by or involving a breakdown of a component
  covered by this Agreement.
- · For the repair of valves and/or rings for the purpose of raising the engine's compression when a breakdown has not occurred.
- · To correct a cosmetic imperfection.
- For a breakdown caused by abuse, misuse, alterations, or lack of customary maintenance as recommended under Maintenance Requirements as shown in this agreement or in the Manufacturer's Maintenance schedule for your vehicle.
- For additional loss or damage which is occasioned by you or operator's failure to use all reasonable precautions to protect the vehicle. From any further loss or damage after a mechanical breakdown has occurred.
- · For a breakdown caused by painting, rust, any corrosion, electrolysis, salt, aquatic growth, or seaweed.
- · For a breakdown of a covered part resulting from the failure of a non-covered part.
- · For a breakdown resulting from inadequate or improper storage/lay-up.
- If your vehicle is used for commercial purposes, which includes pick-up and delivery service, carrying passengers for hire, rental (chartering), police or other emergency services.
- · For a breakdown caused by or involving non-original manufacturer equipment components or systems.
- · To repair, replace, adjust or align any part not covered by this Agreement unless required in conjunction with repair of a covered part.
- · For a breakdown, which existed prior to, or was caused by a condition, which existed prior to the Date issued.
- · For a breakdown caused by physical damage.
- · Mechanical Repair Coverage does not pay for diagnosis charges for repairs not covered under this Agreement.
- For a breakdown that is a direct result of a mechanical or structural defect when the manufacturer has announced a public recall or Service Bulletin for the purpose of correcting such a defect.
- For repairs made solely to meet or maintain governmental emission standards.
- · Damage caused to your engine resulting from the ingestion of water through the engine air intake system (commonly referred to as water ingestion).
- · For repairs of rattles and squeaks.
- · If your vehicle is powered by alternate fuel sources (e.g. solar, electric, and fossil fuels).
- For any breakdown occurring while your covered vehicle is not in your care, custody and control, including, but not limited to a breakdown while your vehicle is being operated by a dealer, broker, or any other person even if such person may have your permission to operate your vehicle.
- For loss or expense caused by internal water inlets or outlets, thru hull fittings and/or internal water passages being restricted, faulty raw water pump, thermostat, overheating, leaking/defective risers, riser gaskets, exhaust manifolds and gasket seepage.

## MAINTENANCE REQUIREMENTS

In order to keep your Mechanical Repair Agreement valid, you must follow the maintenance procedures listed below. If you failure to follow these procedures causes a breakdown, you may be denied coverage.

Your vehicle must be serviced receiving customary maintenance as recommended by the manufacturer in the Owner's manual.

You must keep receipts, which verify the Vehicle Identification, work orders and other Documents that shows a date, a description of your vehicle, mileage and services performed. We may require you to furnish us with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

## WHO TO CALL IF YOU HAVE A BREAKDOWN

All breakdowns must be reported promptly to the Dealer from whom you purchased this Agreement, or if you have moved or are traveling out of town.

## YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN

If you experience a breakdown you agree to:

- Use all reasonable means to protect your vehicle from further damage.
- You are responsible for making sure the oil warning light/gauge and the temperature warning light gauge are functioning before driving the vehicle. You are required to shut down the engine immediately when either of the lights/gauges indicates a problem.
- Notify the Administrator as soon as possible if you are unable to return to the dealer from whom you purchased this Agreement.
- Authorize the repair facility to perform necessary diagnostic work and provide "teardown authorization so that the repair facility can provide an accurate diagnosis and estimate of repairs. IMPORTANT MECCHANICAL REPAIR COVERAGE DOES NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT.
- Furnish the **Administrator** with such information as the **Administrator** may reasonably require, and if requested provide proof of **your vehicle's** regular maintenance during the Agreement Period as recommended by the manufacturer in the owners manual.
- Reserve the **Administrator** the right to refer **your vehicle** to the selling dealer, or a dealership that sells and services **your** type of vehicle, for certain repairs.
- Allow the **Administrator** to examine **your vehicle** if the **Administrator** asks to do so.
- · Obtain authorization from Intercontinental Marine Service Corporation prior to beginning any repairs covered by this Agreement.
- If you have a breakdown on a weekend or holiday, please call the following business day to receive further instructions. Customer service hours are 8:30 AM-6:00PM (Eastern Time) Monday through Friday.

#### **GENERAL PROVISIONS**

## 1. Agreement Period

The term of this Agreement varied based upon the time for which it is issued.

- The new Agreement term begins on the **In-Service Date** as shown on the Declaration Page. The new Agreement term expires when its time is reached, regardless of the date this Agreement was purchased.
- . The used Agreement term begins on the Date Issued as shown on the Declaration Page. The used Agreement term ends when its time limit is reached.

#### 2. When and where you are covered

You are covered when this Agreement is issued or transferred to you. This Agreement applies only to breakdowns occurring within the United States of America and Canada.

#### 3. If you have other coverage

If the manufacturer or **repairer** agrees to cover all or some of the **cost** of a **breakdown** after a **warranty** or guarantee has expired, **we** will pay only for any extra cost.

#### 4. Your Help and Cooperation

Your help and cooperation is required. If we ask, you agree to help us enforce your rights against any manufacturer or repairer who may be responsible to you for the cost of repairs covered by this agreement.

#### 5. Limit of Liability

The total of all benefits which may be received under this contract shall in no event exceed the cash value of the engine assembly prior to the most recent breakdown where cash value is determined by the N.A.D.A Small Boat Appraisal Guide Used Retail price or the purchase price you paid for the covered unit, whichever is less not to exceed \$15,000.00 for gas engines, \$30,000.00 for diesel.

## 6. Subrogation

If we pay for a loss, we may require you to assign us your rights of recovery against others. We will not pay for a loss if you impair these rights to recover. Your rights to recover from others may not be waived.

#### 7. Arbitration

In the event of a disagreement between **you** and **us** concerning **costs**, either of us may make a written demand for arbitration. This must be done within 60 days after **you** filed **your** claim. Each of us will select an appraiser. The two appraisers will select an umpire. Each of us will pay the expenses of the appraiser we select. The expenses of the umpire will be shared equally. Unless both of us agree otherwise, arbitration will take place in the county and state in which you live. Local rules apply. Any decision is non-binding.

# 8. How agreements may be transferred

This contract is transferable one time to a second owner but is not transferable to another unit(s). Your rights and duties under this Agreement may be transferred to a subsequent purchaser directly by you, within 30 days from the date of sale to the Subsequent owner and upon payment to us of a \$40 transfer fee this Agreement may not be transferred to any entity in the business of selling or leasing motor vehicles. This Agreement can only be transferred if the remaining portion of the manufacturer warranty has not been voided and if financed the premium must be paid in full. In the event of your death, the benefits of this Agreement will be available to your spouse or legal representative.

#### 8. CANCELLATION

YOU may cancel this CONTRACT by contacting US in writing and by submitting the following documents: (Cancellation rights are only to the original CONTRACT purchaser) 1.A written request to cancel. 2. This original CONTRACT. 3. A copy of Vessel Registration or Title to show proof of wonership.

We may cancel this CONTRACT in case of material misrepresentation or fraud at the time of CONTRACT purchase, Non-payment of premium, if YOU fail to maintain YOUR vessel according to the manufacturer's recommendation, or it the odometer has been tampered with or disabled and the agreement holder has failed to repair the odometer. In the event this contract is canceled by the company the refund premium will be 100% of the unearned pro-rata premium. YOU may cancel this CONTRACT at any time. If YOU cancel within the first 60 days of purchase, YOU will receive a full refund, less a service fee equal to 5% of the CONTRACT price, less any claims paid or pending payment. If WE cancel this CONTRACT during the first 60 days, your refund will be 100% of the premium you paid. If cancellation of YOUR contract is after 60 days of purchase, the cancellation will be pro-rated based upon the number of days the CONTRACT has been in-force in relation to the term of the CONTRACT, whichever is less. You will receive a refund of not less that 90% of the unearned pro rata premium you paid. If YOU financed this CONTRACT, the refund will be paid to the lender.

## IF YOU HAVE A BREAKDOWN CALL YOUR DEALER OR

Call Intercontinental Marine Service Corporation toll-free 800-438-7753 Administered By

Intercontinental Marine Service Corporation 15806 Brookway Drive Suite 500 Huntersville, NC 28078 888-661-7814

Florida License # 60115