

Major Plan Coverages Mechanical and/or Electrical Failure Residential and Commercial Coverage Towing/Transportation Benefit 24/7 Customer Service Availability Plan Ownership Transferability	Major Plan Exclusions Unauthorized Repairs, Improper Installation Consumer Replaceable Items, Add-On Items and/or Non-Operational Components Service for No Problem Found, Customer Education or Non-Failures
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This is a legal contract. By purchasing it, You understand that it is a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein.

DEFINITIONS: “You” and “Your” indicates the purchaser of this Service Contract or the person to whom it was properly transferred. “We”, “Us”, and “Our” indicate the Obligor/Provider/Administrator of this Service Contract. “Unless indicated below or specified in the individual state disclosure, Bankers Warranty Group, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this Service Contract. **If You live in UT, Bankers Warranty Group, Inc. d/b/a BWG Protection Plans, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this Service Contract. If You live in HI or NY, Bankers Warranty Group, Inc. d/b/a BWG Protection Plans, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this Service Contract. If You live in FL, Bankers Warranty Group of Florida, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716, is the Obligor/Provider/Administrator of this Service Contract.**

TERM: The term of this Service Contract commences on the date indicated on the face of this Service Contract and/or Your purchase receipt. For Service Contracts that commence upon expiration of the manufacturer’s original warranty, the term and coverage commence upon expiration of the shortest portion of the manufacturer’s original warranty. This Service Contract does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. After the manufacturer’s warranty expires, this Service Contract continues to provide the manufacturer’s benefits as well as certain additional benefits listed within this Service Contract. We are not responsible for providing service for failures that occur during the manufacturer’s warranty period and that are covered under the manufacturer’s warranty, unless specifically stated otherwise, regardless of when such failures are reported to Us, the manufacturer, or any other entity. We are not responsible for providing service for failures that the manufacturer has evaluated and denied coverage for, unless specifically stated to the contrary herein.

PURCHASER RECORDS: Your sales receipt and these terms and conditions including the provisions, limitations, definitions, and exclusions constitute the entire **“Service Contract”**. Please keep this Service Contract and applicable sales receipts as you may be required to produce them at any time during the term to obtain service or replacement.

SERVICE AND COVERAGE: To arrange for service, call the toll free number listed on this Service Contract. You must call prior to receiving service; all repairs must be authorized in advance. Unauthorized repairs may not be covered. Coverage is provided for the product indicated on this Service Contract, for mechanical and electrical failures that occur during normal use and operation in accordance with the manufacturer’s specifications. Parts used to repair or replace the Covered Component(s) will be, at our discretion, new, used, rebuilt or non-original manufacturer’s parts that perform to the factory specifications of the Covered Component and product. We are not responsible for delays caused by factors beyond Our control, including but not limited to manufacturer’s delays, shipping to a regional service facility, or Acts of Nature. In the case of an emergency outside normal working hours, reasonable efforts will be made to expedite service for those situations.

We will not be liable for any freight charges or damages sustained due to improper packaging by You or Your representative. Do not return Your product to Your retailer unless so instructed by Us. If Your Service Contract expires during the time of an approved repair or replacement, this Service Contract is extended until the repair or replacement has been completed for the problem(s) reported before the expiration date.

- HOW WE WILL PROVIDE SERVICE FOR YOUR PRODUCT:**
Depending on the product and failure circumstances, We will, at our sole discretion, either:
- 1) Furnish labor and/or parts required to repair Your product; or
 - 2) Replace Your product with a new or refurbished product of equal or similar features and functionality, not necessarily the same model; or
 - 3) Provide a check, or gift card reflecting the replacement cost of a new or refurbished product of equal or similar features and functionality, not necessarily the same model, up to the applicable Service Contract Limit of Liability/Aggregate Limit.

Technological advances may result in a replacement product with a lower retail price than the original product purchase price; you are not entitled to a refund in the difference in price in such a case. Any and all parts or units replaced under this Service Contract become Our property in their entirety.

TYPES OF SERVICE:
Depot Service: Your product qualifies for Depot Service and includes a Transportation Benefit in accordance with the Service Contract You have purchased (as indicated on Your sales receipt/invoice). You will be responsible for bringing Your product to and from the Depot Service Center that is designated by Us. The Transportation Benefit will be fulfilled upon completion of the covered claim, and after You have submitted all required documentation to Us.

TOWING/TRANSPORTATION BENEFIT: In the event Your product experiences a covered failure, We will reimburse 100% of Your receipted towing expenses, up to \$600 per occurrence, limited to two (2) benefits during any consecutive twelve (12) month period.

DEDUCTIBLE: Your deductible is based on the product model according to the schedule below:

PRODUCT MODEL	DEDUCTIBLE AMOUNT
20XT	\$100.00
25XT	\$100.00
35XT	\$100.00
35XTD Dozer	\$100.00

40XT	\$100.00
50XT	\$100.00
70XTC	\$200.00
82XTC	\$200.00

COVERED COMPONENTS:

- 1) ENGINE: Engine Block, Cylinder Liners, Front & Rear Engine Covers, Crankshaft, Crankshaft Bearings & Gear, Front & Rear Crankshaft, Seals, Damper, Flywheel, Ring Gear, Cylinder Heads, Rocker Arm Assembly, Valve Cover, Camshaft, Camshaft Bearings, Camshaft Drive Gear, Timing Gears, Accessory Gears, Pistons & Rings, Connecting Rods & Bearings, Water Pump, Injection Pump, Turbocharger, Oil Pump, Oil Pan and all parts with the above systems.
- 2) TRANSMISSION: Transmission Case, Counter Shaft Clutch, Clutch Plates (wet only), Clutch Discs (wet only), Internal Wet Service Brakes, Transmission Pump, Torque Converter Pump, Transmission Gears, Bearings & Shafts, Torque Converter, Wet Steering Clutches, Splitter Drive, Transfer Drive, Hydraulic Transmission Control Valves, Hydrostatic Transmission Charge Pump, Hydrostatic Transmission Variable Displacement Pump, Hydrostatic Transmission Rotary Group, Internal Transmission Control Linkage and all parts within the above systems.
- 3) DRIVE LINE: Drive Shaft, Drive Shaft Support Bearing and Axle Shaft.
- 4) DIFFERENTIAL/FINAL DRIVE: Differential Housing, Differential Pinion Gear/Ring Gear, Drive Axle Hub, Final Drive Planetary Gears, Final Drive Pinion, Planetary Gear Carrier and all parts contained in the above systems.
- 5) DIFFERENTIAL/FINAL DRIVE (HYDROSTATIC UNITS): Hydraulic Drive Pump, Hydraulic Drive/Travel Motor, Swing Motor/Swing Gear Box, Control Valve (Travel/Swing functions only) and Travel/Swing sections of valve.
- 6) ELECTRICAL: Alternator, Voltage Regulator, Starter Motor, Starter Solenoid and Starter Drive, Manual Switches, Horn, Relays and Instrument Gauges.

SERVICE CONTRACT LIMIT OF LIABILITY; AGGREGATE LIMIT: The total amount We will pay for repairs made in connection with all claims that You make pursuant to this Service Contract shall not exceed the original purchase price of Your product, excluding taxes. In the event that We make payments for repairs and/or a cash settlement, which in the aggregate, are equal to the purchase price or We replace Your product We will have no further obligations under this Service Contract. In no event shall the total of all claims or replacement exceed the original price paid by You for the product. In no event shall We be liable for any damages as a result of the unavailability of repair parts or delays in service.

TRANSFERABILITY: This Service Contract may be transferred to a subsequent owner of the product. To transfer, You must notify the Administrator with the Service Contract number, date of transfer, new owner's name, address and telephone number. Proof of purchase receipt, as well as any service repair receipts must be transferred to the new owner.

RENEWALS: We are not obligated to renew Your Service Contract. In the event We offer to renew Your Service Contract, You will be notified of the terms and conditions and fees that will apply to the renewal.

GENERAL EXCLUSIONS:

- 1) New products with less than a ninety (90) day manufacturer's warranty; any refurbished products;
- 2) Any component of the equipment that is not specifically listed in the "covered components" section, particularly the following engine components: engine mounts, hoses and fittings, filters, elements, fan belts, pulleys, lubricants, antifreeze, burnt and/or pitted valves, injectors, gaskets, exhaust manifold and all exhaust components, throttle and stop cables, radiator and coolers, and adjustments; the following transmission components: all mountings, hoses, and fittings, oil coolers, wiring harness, lubricants, filters, and breathers; the following differential/final drive components: external seals, hoses and fittings, pipes and breathers; the following differential/final drive (hydrostatic unit) components: dig functions; the following air compressor unit components: air end separator; the following generator sets/light- tower components: batteries and windings external electrical components and gauges; and the following structure components: pivot pins, forks, carriages, kingpost, pivot pin bushings, "extra-dig" extending dipper wear strips, deterioration due to use of non-factory approved attachments, wear pads and hose routing guides;
- 3) Repair or replacement costs for lost parts not originally covered by the manufacturer's warranty or which are considered expendable or consumer-replaceable items or any non-operating or non-mechanical part, including but not limited to: plastic parts or other parts such as accessory cables, air, fuel, oil/water filters, augers, bags, baskets/buckets, batteries, belts, blades, bolts, brakes and brake pads, bright metal, cables, briquettes, brushes, bulbs, cabinets, cables, caps, carburetor, chain bars, connectors, cords, decks, developer, dials, differential case, disks, drawers, drills bits, drive belts, drums, dry clutch assemblies, engine block transmission case, exhaust system parts, external chains, fabrics, fan belts, finish defects, frames, freeze plugs, fuel of any kind, fuses, glass, grates, grinder pads, handles, head lights, hinges, hoses, impellers, keypads, keys, key roll bars, knobs, latches, lava rocks, lift kits, lights, liners, lines, lint screens, LP tanks, masks, moldings, mower blades, needles, nozzles, oil, ornamentation, paint, plastic body or molding, rack rollers, racks, ribbons, sandpaper, scratched lenses, seats, sheet metal, shocks, shelves, spark plugs, springs, staples; supports, suspension, switches, thermostats, oversized or undersized tires, towing, trimmer heads, tubes, tubs, wheel covers, wheels, wheel cylinders, wiring, or any other parts or materials which are designed to be consumed during the life of the covered equipment;
- 4) Optional accessories or attachments purchased separately from the base equipment model (including add-ons) and all consumable/expendable items;
- 5) Covered components which are worn, but are still within the manufacturer's tolerance;
- 6) The gradual reduction in operating performance commensurate with the age of the covered equipment, including but not limited to: the gradual loss of engine compression necessitating the repair and/or replacement of valves or piston rings, reduced performance or efficiency of the covered equipment, and gradual increase in oil consumption due to normal operating functions; normal wear/tear, gradual deterioration;
- 7) Pre-existing conditions incurred or known to you ("pre-existing" means a condition that within all reasonable mechanical or electrical probability relates to the mechanical fitness of the equipment prior to issuance of this Service Contract);
- 8) Improper packaging and/or transportation by you or your representative resulting in damage during shipment to a depot service center or any other relocation of the equipment;
- 9) Installation, removal, reinstallation or improper installation of non-covered components, upgrades, attachments or peripherals;
- 10) Equipment that is used for industrial, educational or public use or offered on a rental basis;
- 11) Damage or failure caused by riot, nuclear radiation, war or hostile action, radioactive contamination;
- 12) Damage from freezing or overheating;
- 13) Neglect, negligence, misuse, abuse, intentional physical/mechanical/electronic damage, physical damage or malicious mischief, theft or mysterious disappearance, vandalism, rust, corrosion, warping, bending, animal or insect infestation, to any aspect of the covered equipment;

- 14) Damage or failure due to causes beyond your control, such as environmental conditions, exposure to weather conditions or acts of nature, including but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture, water damage of any kind, whether from fresh water, saltwater or other water intrusion, storms, wind or windstorm, hail, earthquake, other external perils of nature;
- 15) Repairs necessitated by operation outside the manufacturer operational or environmental specifications;
- 16) Battery failure or leakage;
- 17) Collision with another object, collapse, explosion, liquid spillage of any kind by any owner, employee, third party, repair personnel;
- 18) Accidental damage, including physical/mechanical/electronic damage;
- 19) Damage, warping, bending or rusting of any kind to the housing, cabinetry, supports, outside casing or frame of the equipment;
- 20) Damage to a covered component caused by a non-covered component;
- 21) Improper installation of consumer-replaceable mechanisms, modules, parts or peripherals and/or installation of incorrect parts;
- 22) Any resultant malfunction or damage of or to a covered component of the equipment from failure to provide manufacturer's recommended maintenance or operation/storage of the equipment in conditions outside manufacturer specifications or use of the equipment in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications;
- 23) Operational errors on the part of the consumer; charges for the removal, installation or reinstallation of the equipment, or any repair to any covered component without prior authorization by us;
- 24) Failure resulting from failure to maintain proper levels of lubricants or coolants during operation;
- 25) Unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than a service technician authorized by us;
- 26) Cost of preventative maintenance, cleaning, alignments, seized or damaged parts or other service resulting from failure to maintain proper levels of lubricants or coolants, using contaminated, stale or improper fuel or lubrication;
- 27) Covered components subject to a manufacturer recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error; regardless of the manufacturer's ability to pay for such repairs;
- 28) Equipment sold without a manufacturer's warranty or 'as is', or equipment owned temporarily or otherwise (i.e. resulting from trade in or acquisition for the purpose of resale) by a business formed for the purpose of selling or servicing construction or agricultural machinery;
- 29) Any element of the equipment in which the safety feature(s) have been removed, bypassed, disabled or altered, or any element of the equipment with altered or missing serial numbers;
- 30) Consequential damages or delay in rendering service under this Service Contract, or loss of use during the period in which the covered equipment is at an authorized depot service center or otherwise awaiting parts;
- 31) Non-failure problems, including but not limited to noises, squeaks;
- 32) Normal periodic or preventative maintenance, user education, set up adjustments;
- 33) Cleanings or any repair covered by a manufacturer warranty, other Service Contract or other insurance;
- 34) Repairs for cosmetic damage or imperfections or to structural items;
- 35) Failure to equipment attachments not provided by the manufacturer or not included in the original base equipment model;
- 36) Internal or seals & gaskets (unless otherwise specified under the "covered components" section);
- 37) Over revving engine and/or transmission;
- 38) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the covered equipment;
- 39) Service or replacement outside of the United States of America, its territories, or Canada;
- 40) Incidental or consequential damages; including but not limited to, property damage, lost time or lost data resulting from the failure of any covered component or equipment or from delays in service or the inability to render service;
- 41) Pre-existing conditions that occur prior to the effective date of this Service Contract, including inherent product flaws; or
- 42) Repair incident wherein there is a "no problem found" diagnosis from our depot service center.

CANCELLATION: You may cancel this Service Contract for any reason at any time. To cancel Your Service Contract, contact the retailer from which You purchased the Service Contract. If the Service Contract is cancelled by You: (a) within thirty (30) days of receipt of this Service Contract, You will receive a full refund of the price paid for the Service Contract provided no service has been performed, or (b) after thirty (30) days, You will receive a pro rata refund, less the cost of any service received and less an administrative fee, not to exceed ten percent (10%) of the price of the Service Contract or twenty-five dollars (\$25.00), whichever is less. If the Administrator cancels the Service Contract, You will be refunded the unearned pro rata purchase price of the Service Contract, less any claims paid, where allowed by law. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, Your Service Contract will be cancelled and You will receive the full purchase price of the Service Contract. **We may cancel this Service Contract at Our option on the basis of fraud or misrepresentation.**