



MBPI

Lifetime Limited Powertrain Warranty

THE PROTECTION PROVIDED IN THIS WARRANTY IS IN CONJUNCTION WITH THE MANUFACTURER'S WARRANTY.
CONTACT THE ADMINISTRATOR BEFORE PERFORMING ANY REPAIRS: 877-238-3417.

Warranty No.:		VIN:		
CUSTOMER		SELLER/PROVIDER		
Make:	Year:	Fuel Type:	No. of Cylinders:	Mileage at Time of Sale:
Model:		Original In-Service Date:		
Vehicle Purchase Price:		Vehicle Sale Date:		
Deductible at Selling Dealer: \$		Deductible at Other Repair Facilities: \$		

TERMS AND CONDITIONS AND DEFINITIONS

WARRANTY: This Limited Powertrain Warranty ("WARRANTY") is between the SELLER/PROVIDER and the Customer ("CUSTOMER") of the Vehicle ("VEHICLE"). This is not a service contract or insurance. This WARRANTY is not issued by the manufacturer or wholesale company marketing the product. This WARRANTY will not be honored by such manufacturer or wholesale company. Subject to the terms and conditions of this WARRANTY, itemized herein, provisions for payment will be made to repair or replace, at reasonable COST for parts and labor, any of the parts listed in this WARRANTY as authorized by the ADMINISTRATOR, if required due to a MECHANICAL BREAKDOWN. The decision concerning procedure to repair or replace the listed parts shall be made at the discretion of the ADMINISTRATOR. **Replacement of parts may be with like kind and quality (i.e. new, remanufactured or pre-owned parts).** The ADMINISTRATOR will provide authorization for covered repairs as soon as reasonably possible after such request for authorization is made, and within normal business hours. As a condition precedent to the obligations to provide for the payment of authorized repairs, the CUSTOMER shall have complied with all terms and conditions of this WARRANTY.

COST: Repair costs that are recognized locally and/or nationally for a similar repair. The ADMINISTRATOR may use published parts and labor guides to establish COSTS.

ADMINISTRATOR: Mechanical Breakdown Protection, Inc. (MBPI) 250 NE Mulberry Lee's Summit, Missouri 64086, 877-238-3417.

MECHANICAL BREAKDOWN: a breakage or total failure of a listed part whereas the breakage/failure is the primary cause making that specific part incapable of performing the function for which it was designed and utilized. MECHANICAL BREAKDOWN does not provide for repair or replacement to increase performance or correct gradual reduction in operating performance due to wear and tear, nor damage resulting from the failure of non-listed parts.

DEDUCTIBLE: In the event of a MECHANICAL BREAKDOWN of a listed part, repaired or replaced under the terms and conditions of this WARRANTY, the CUSTOMER will be subject to pay the applicable DEDUCTIBLE as specified above per visit.

MANUFACTURER'S WARRANTY: In the event of a MECHANICAL BREAKDOWN of a listed part, whose repair or replacement is provided for under a Manufacturer's Warranty or Special Policy Program, payment will be provided for the required manufacturer's deductible, less the DEDUCTIBLE specified above.

YOU, YOUR and ME: means the CUSTOMER identified above.

WE, US and OUR: means the SELLER/PROVIDER identified above.

This WARRANTY is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. Losses covered by the manufacturer during the manufacturer's warranty period are not covered under this WARRANTY.

WHAT TO DO IN THE EVENT OF A MECHANICAL BREAKDOWN

CUSTOMER

1. The VEHICLE must be returned to the selling dealer.
2. If the VEHICLE is more than 40 miles from the selling dealer and cannot be returned to the selling dealer, then the ADMINSTRATOR must approve the use of an alternate repair facility. If the ADMINISTRATOR is unable to obtain favorable conditions for the repair of covered failures at a particular repair facility, the ADMINISTRATOR reserves the right to prohibit the use of that facility for providing covered repairs.

3. Provide the dealer/repair facility with your WARRANTY and ensure that prior authorization is obtained from the ADMINISTRATOR. The ADMINISTRATOR reserves the right to require an inspection of Your Vehicle prior to repairs.
4. After the repair facility has obtained authorization for the repair, within 90 days, mail or fax necessary documentation to ADMINISTRATOR for authorized reimbursement.

REPAIR FACILITY

1. The repair facility must contact the ADMINISTRATOR at 877-238-3417 **before** working on the VEHICLE to verify coverage and obtain prior authorization.
2. Obtain the CUSTOMER'S authorization for inspection and disassembly to determine the cause of the MECHANICAL BREAKDOWN.
3. Obtain a claim authorization number from the ADMINISTRATOR prior to any repairs.

Failure to follow the above procedures shall NULLIFY THE CLAIM, and COST incurred may not be recoverable.

If the customer relocates, has a claim while traveling, or requires assistance or additional information, call the ADMINISTRATOR.

TOWING

If an emergency tow is required as a result of a mechanical failure of a covered repair, the covered VEHICLE will be towed back to the selling dealership (if within 40 miles) or the nearest certified repair facility, up to the program limits of \$80.00 per occurrence.

CUSTOMER'S DUTIES, OBLIGATIONS AND MAINTENANCE REQUIREMENTS

The CUSTOMER acknowledges he/she has read, understands and accepts the terms and conditions of this WARRANTY, and has not relied upon the statements or promises of any person unless expressly stated in this WARRANTY. It is the CUSTOMER'S responsibility to retain and have available upon request, all service records and/or receipts for proof of purchase for services and required materials.

To maintain your warranty in effect, you must perform the manufacturer's recommended maintenance, at your expense, in accordance with the manufacturer's recommended mileage and time schedules as set forth in the owner's manual for the make, year and model of the Covered Vehicle. You may have this work performed by an independent licensed repair facility of your choice that regularly performs such work. If you utilize an independent licensed repair facility for this work, you must save your receipts and provide them to the ADMINISTRATOR so that we can verify that the work was performed. You are responsible for taking immediate corrective action to repair, at your expense, engine lubricant leaks discovered at any time.

Every seven years from the Vehicle Sale Date noted on the front of this warranty, the CUSTOMER must have the vehicle inspected by the selling dealer using a normal certified checklist. Any powertrain item that does not pass the inspection must be repaired immediately. The inspection and subsequent repairs must occur within 60 days before or after the seven year dates. The ADMINISTRATOR will require a copy of the inspection checklist and proof of any repairs for coverage to continue.

If you fail to perform any of the above conditions, this Warranty shall be null and void.

COVERED AND NON-COVERED ITEMS

This WARRANTY will cover necessary repairs to your vehicle's parts detailed under "COVERED PARTS" but does **not** provide coverage for those items listed under "EXCLUSIONS FROM COVERAGE".

COVERED PARTS

GASOLINE / DIESEL ENGINE: All internally lubricated parts (excluding valve seals) to include: pistons, piston rings, connecting rods and pins, rod bearings, crankshaft, crankshaft main bearings, camshaft, camshaft bearings, camshaft followers, timing chain, timing gears, rocker arms, rocker shafts, rocker bushings, valves, valve guides, valve lifters, valve springs, valve retainers, valve seats, push rods and oil pump. External parts: water pump, fuel pump, dipstick and tube, harmonic balancer, motor mounts, intake and exhaust manifolds, timing belt. The engine block, cylinder head(s), valve cover(s), timing cover and oil pan are also covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect.

TURBO/SUPERCHARGER (factory installed only): Vanes, shafts and bearings. The turbo/supercharger housing is also covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect.

TRANSMISSION (automatic or standard): All internally lubricated parts contained within the transmission case, plus: torque converter, vacuum modulator and transmission mount(s). The transmission case, bell housing and oil pan(s) are also covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect.

TRANSFER CASE: All internally lubricated parts contained within the transfer case. The transfer case is also covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect.

DRIVE AXLE (Front and Rear): All internally lubricated parts contained within the differential housing, plus: locking hubs, drive shafts, universal joints, constant velocity joints (unless failure was caused by torn/contaminated c.v. boot) and axle bearings. The

differential housing is also covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect.

SEALS AND GASKETS: Coverage applies to the listed components only. Minor loss of fluid or seepage is considered normal and is not considered a MECHANICAL BREAKDOWN.

NOTE: *any part not specifically listed above is not covered.*

EXCLUSIONS FROM COVERAGE

1. Any loss/expense occurring out of the repair and /or replacement of a listed part not authorized by the ADMINISTRATOR.
2. A MECHANICAL BREAKDOWN occurring to a VEHICLE operated outside the United States of America or Canada.
3. The cost for maintenance services and the parts required (e.g. engine oil, lubricants, filters, fluids, spark plugs, belts, hoses, thermostats or the like) or any part not required in connection with the authorized repair or replacement of a listed part.
4. The cost of diagnostic inspection, disassembly and/or reassembly, if the inspection determines that the failure was not a MECHANICAL BREAKDOWN under the TERMS AND CONDITIONS of this WARRANTY.
5. The cost of repair to correct poor performance, low compression and/or oil consumption (e.g. pistons, piston rings, cylinder tapers, valves, valve guides, valve seals and valve seats). Damages caused to the above listed parts by predetonation or detonation are not considered a MECHANICAL BREAKDOWN under the TERMS AND CONDITIONS of this WARRANTY.
6. A MECHANICAL BREAKDOWN of a listed part resulting from the CUSTOMER'S refusal to previously perform reasonable repairs and/or maintenance services recommended by the repair facility or ADMINISTRATOR.
7. Excessive COST to repair or replace a listed part. Reasonable COST being: Manufacturer's suggested retail price on parts and labor hours (determined by a flat rate labor manual, e.g. Chilton) multiplied by the customary regional labor charge for the repair/replacement of a listed part.
8. Loss caused by a failure to properly operate or care for the VEHICLE (before or after a MECHANICAL BREAKDOWN occurs) including: negligence, damage, misuse, abuse, using the VEHICLE for competitive driving, racing or off road trails or pulling a trailer exceeding the manufacturer's rated capacity of the VEHICLE.
9. For any MECHANICAL BREAKDOWN caused by overheating (regardless of the cause), freezing, inadequate coolant, lubricants or fluids, or any MECHANICAL BREAKDOWN to a listed part resulting from contamination of fluids, rust, corrosion, foreign material, sludge or carbon deposits.
10. If there are modifications and/or alterations to the VEHICLE not recommended by the manufacturer, including, but not limited to, all frame or suspension modifications, lift kits, lowering kits, emissions and/or engine modifications (improved air filters are not considered a modification) done before or after the effective date of this warranty, the VEHICLE does not qualify for coverage. Any failure to a covered part due to improper tire/wheel size.
11. Loss or expense to the VEHICLE, when the odometer is inoperative or stopped, improper recorded calculation, tampered with or altered.
12. Repair or replacement of a listed part to correct conditions that existed prior to the inception date of this WARRANTY.
13. Repair/replacement of any part(s) while covered by any Manufacturer's Warranty, a repairer's guarantee or by an insurance policy, which shall be responsible for such repairs whether collectible or not.
14. Repair or replacement of any parts not supplied by the factory and/or does not meet or exceed factory specifications.
15. Collision or upset, breakage of glass, missile, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, smoke, bodily injury or property damage arising or allegedly arising from a defect of a listed part.
16. **Ineligible Vehicles:** Any vehicle used for rental, shuttle, taxi, limousine service, delivery or hauling services, police, fire or emergency services or other public service vehicles, security services, oil field vehicles, cable or line installation/removal vehicles. Any vehicle equipped with dump bed, towing equipment, snow plow, cherry pickers, lifting or hoisting equipment (excluding handicap lifts), step van, high-cube van or box bodies. Any grey market vehicles, salvaged or branded title vehicle or vehicles where the manufacturer's warranty has been voided or rescinded. Vehicles sold by other dealers, lessors or private parties. Any diesel vehicle older than 1990. Any vehicle which has been mechanically modified from the original manufacturer's specification. All commercial use vehicles. Any vehicle manufactured as a cab or chassis or one ton or over or over 13,000 lbs. GVWR. Vehicles equipped with more than 10 cylinder engines. Twin turbo equipped vehicles for models before 2009. Any GM vehicle with HT4100 engine. All limited production and/or exotic vehicles that are considered high performance, including, but not limited to, all models of Alfa Romeo, Daewoo, Jaguar, Peugeot, Porsche, Renault, Sterling, Yugo, Hummers, Land Rovers, Range Rovers, Saab, Tesla and Vipers. The Mercedes Maybach and the Mercedes 500 and 600 series and any Mercedes with more than 6 cylinders or with a diesel engine or with an AMG engine; the BMW 600, 700 and 800 series and the BMW Z3, 4, 8 and M series; the Ford GT; the Ford Roush; the Mitsubishi 3000GT and VR4; the Acura NSX; the Honda FCX; the Volkswagen Phaeton; Chevrolet Corvette ZR1; Dodge Stealth; Ram SRT-10 truck; Audi A8, R8 and S models; Cadillac CTS V. Rental vehicles; motor homes; RV's. Any vehicle not listed on the rate chart or listed as ineligible in the procedure manual.
17. Consequential Damage: defined as damage created to non-listed parts by a listed part.

OTHER ITEMS OF IMPORTANCE

LIMIT OF LIABILITY

The total of all benefits paid or payable under this WARRANTY shall not exceed the price the CUSTOMER paid for the VEHICLE (excluding taxes, license and fees). In no event will the liability for each MECHANICAL BREAKDOWN under this WARRANTY exceed the actual cash value of the VEHICLE (based on the current NADA trade-in value) at the time immediately preceding the MECHANICAL BREAKDOWN. The SELLER'S/PROVIDER'S liability for incidental and consequential damages including, but not limited to, loss of use of specified VEHICLE or resulting inconvenience, loss of time, storage charges, lodging, other travel cost, income, maintenance, or from the breach of any implied warranties arising by law, is expressly excluded. The SELLER/PROVIDER/ADMINISTRATOR may direct termination of this WARRANTY, if the operation of the VEHICLE fails to comply with the terms and conditions of this WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

TRANSFER AND CANCELLATION PROCEDURE

This WARRANTY is not transferrable and not cancellable.

OUR RIGHTS TO RECOVER FUNDS PAID ON YOUR BEHALF

If you have a right to recover any funds that we have paid under this WARRANTY, you hereby assign those rights to us. Your rights become our rights and you agree to do whatever is reasonably necessary to enable us to enforce those rights. We shall be entitled to retain only funds that reimburse our actual costs and only after you are fully compensated for your loss.

SUBROGATION CLAUSE

The CUSTOMER hereby assigns to the ADMINISTRATOR all rights to proceed against any supplier, rebuilder, or manufacturer for the cost of any defective covered part or any consequential damages or costs paid by the ADMINISTRATOR arising from the defective covered part.

This Limited Warranty is issued exclusively to me with respect to the vehicle identified above and remains in effect only for so long as I own the above vehicle.

All repairs covered by this Warranty must be performed by the SELLER/PROVIDER identified above, unless the vehicle is more than 40 miles from the SELLER/PROVIDER. In such case, the ADMINISTRATOR must approve the use of an alternate repair facility.

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

Customer's Signature

Date

Customer's Signature

Date