Certified Powertrain Limited Warranty

Limited Warranty No.:	VIN:
Customer:	**Warrantor (name and address):**
Year: Make:	Model: **Vehicle** Purchase Mileage:
Vehicle Purchase Price:	**Vehicle Purchase Date**:
Limited Warranty Term:	months / miles
Coverage expires on	or when odometer exceeds miles, whichever occurs first.
Deductible:	
Lifted / Lowered Vehicle Option: ☐	

This limited warranty ("Limited Warranty") is in conjunction with the manufacturer's warranty.

YOU must contact the ADMINISTRATOR before performing any repairs: (800) 325-7484.
NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

This **Limited Warranty** is between **Us** and **You** for the **Vehicle** identified above. Pursuant to this **Limited Warranty**, **We** will undertake to repair or replace any covered part in the event that such covered part fails to meet the manufacturer's specifications. **THIS IS NOT A SERVICE CONTRACT OR INSURANCE.** This **Limited Warranty** is not issued by the manufacturer or wholesale company marketing the product. This **Limited Warranty** will not be honored by such manufacturer or wholesale company.

This **Limited Warranty** is not subject to state insurance laws but is subject to state law concerning warranties and to 15 U.S.C. Chapter 50, entitled Magnuson-Moss Warranty Act (the "**Act**"). There is no warranty, written or spoken, that extends beyond the description herein. This **Limited Warranty** gives **You** specific legal rights, and **You** may also have other rights which vary from state to state.

You should read this **Limited Warranty** carefully. It contains all of the information regarding coverage under this **Limited Warranty**. There is no other agreement between **Us** and **You** regarding **Limited Warranty** coverage. **Our** representatives, employees, and agents are not authorized to alter, amend, or modify the terms of this **Limited Warranty**.

You acknowledge that **You** have not relied upon the statements or promises of any person unless expressly stated in this **Limited Warranty**. By signing below, **You** acknowledge that (1) **You** received this **Limited Warranty** at no extra charge and (2) **You** have read and understand the Terms and Conditions of this **Limited Warranty**, which are attached hereto. Furthermore, by signing below, **You** and **We** affirm that the information contained on this page is accurate and complete.

Signatures for Limited Warranty	For terms and conditions, visit our website at: https://mbpnetwork.com/z9rq0u1s6
Customer's Signature: _____ Date: _____	
Co-Purchaser's Signature: _____ Date: _____	
Warrantor's Authorized Representative: _____ Date: _____	

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Terms and Conditions

This **Limited Warranty** is in conjunction with 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 **Limited Warranty**. In the event of a **Mechanical Breakdown** of a listed part covered by the manufacturer's warranty or special policy program, which is subject to a manufacturer's deductible, payment will be provided for the required manufacturer's deductible, less **Your Deductible**.

Subject to these **Terms and Conditions** of this **Limited Warranty**, provisions for payment will be made to repair or replace, at **Cost** for parts and labor, any of the parts listed in this **Limited Warranty** as authorized by the **Administrator**, if required due to a **Mechanical Breakdown**. The decision concerning the procedure to repair or replace the covered parts shall be made at the discretion of the **Administrator**. **Replacements will be made with parts of like kind and quality (including new, re-manufactured, exchanged, or serviceable used components or 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, **You** shall have complied with all **Terms and Conditions** of this **Limited Warranty.**

Definitions

Administrator: Mechanical Breakdown Protection, Inc., 250 NE Mulberry, Lee's Summit, MO 64086, (800) 325-7484. In Florida only, the **Administrator** is MBP Network, Inc. (FL License # 60111), 250 NE Mulberry, Lee's Summit, MO 64086, (800) 325-7484. **Administrator's** hours of operation are Monday through Friday 7 A.M. to 6 P.M. CST.

Commercial Use: You use the **Vehicle** for commercial purposes, including but not limited to, using the **Vehicle**: (a) to directly or indirectly generate income/revenue, outside of the normal commuting from home to work and back again; (b) to carry equipment, tools or incidental supplies to and from a location to conduct **Your** own business; (c) to provide rideshare services (Uber, Lyft, etc.), whether part time or full time; (d) to advertise a commercial enterprise with signage; or (e) for rental purposes, whether part time (i.e. Turo, etc.) or full time.

Cost: Reasonable and customary charges for parts and labor necessary to repair or replace the parts covered, not to exceed manufacturer's suggested list price for covered parts, and specific labor times published in nationally recognized labor time publications such as Alldata, Prodemand, or a similar publication selected at the sole discretion of **Administrator**.

Deductible: The amount to be paid by **You** for repair or replacement **Cost** of a **Mechanical Breakdown**, per covered repair visit. The **Deductible** amount is shown on the first page of this **Limited Warranty**.

Mechanical Breakdown: A breakage or total failure of a covered part which renders the covered part incapable of performing the function for which it was designed. **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. Minor loss of fluid or seepage is considered normal and is not considered a **Mechanical Breakdown**.

Term: The period during which **Mechanical Breakdown** coverage applies as shown on the first page of this **Limited Warranty**.

Vehicle: The **Vehicle** identified by "**VIN**" on the first page of this **Limited Warranty**.

We, **Us**, and **Our**: The **Warrantor** identified on the first page that is obligated to perform under this **Limited Warranty**.

You and **Your**: Means the **Customer** identified on the first page of this **Limited Warranty.**

What to do in the event of a Mechanical Breakdown

Your Responsibilities

1. **WE** strongly recommend that you return the **VEHICLE** to **US**. **WE** will know your **VEHICLE** best and are most concerned that **YOU** get prompt and high quality service. If **YOU** cannot return the **VEHICLE** to **US**, contact the **ADMINISTRATOR** during the normal working hours described above to receive instructions.
2. If the **Vehicle** is more than 40 miles from **Us** and cannot be returned to **Us**, then the **Administrator** can approve the use of an alternate repair facility. If a particular repair facility is unwilling to repair a covered **Mechanical Breakdown** at **Cost**, the **Administrator** reserves the right to prohibit the use of that facility for providing covered repairs.
3. Provide the **Warrantor**/repair facility with this **Limited 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, submit necessary documentation to **Administrator** for authorized reimbursement. Mail to: Mechanical Breakdown Protection, Inc., 250 NE Mulberry, Lee's Summit, MO 64086, fax to: (816) 347-8224, or email to: claimpayments@mbpnetwork.com.
5. We may be reached by mail at_____. To obtain information on warranty performance, please call Administrator toll-free at (800) 325-7484.

Repair Facility responsibilities

1. The **Repair Facility** must contact the **Administration** at (800) 325-7484 **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 any expense incurred may not be recoverable.

Trip Interruption

Should Your Vehicle become inoperable due to a Mechanical Breakdown covered by this Contract that occurs more than 100 miles from Your home and prior to Your destination, Administrator will provide payment to reimburse You for actual expenses incurred up to $125.00 per day up to three (3) days, not to exceed $375.00 for meals and lodging. You must provide to Administrator valid lodging and meal receipts in order to be reimbursed.

Substitute Transportation

Should Your Vehicle become inoperable due to the Mechanical Breakdown of a covered part, upon authorization, Administrator will provide payment to reimburse You for actual expenses incurred when renting a vehicle from a licensed car rental agency or actual expenses incurred when utilizing a licensed ride share provider. Benefits will

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be allowed only for reasonable time necessary to complete the repair with a maximum benefit of five (5) calendar days. The maximum expense allowance is $35.00 per day, not to exceed $175.00 per visit. If due to parts unavailability, and the repair cannot be completed in five (5) calendar days, up to an additional five (5) calendar days may be allowed at $35.00 per day with a maximum additional benefit of $175.00. Administrator must be advised in advance of all such delays and additional authorization is required from Administrator. Delays caused by Repair Facility scheduling do not qualify for rental benefits.

Towing Service

In the event **Your Vehicle** becomes disabled due to a covered **Mechanical Breakdown** which renders the vehicle inoperable, the **Administrator** will reimburse you up to a maximum of $80.00 per occurrence for **Your** actual towing expense. Only towing expenses provided by a licensed towing company (i.e., an individual, association, corporation, or other legal entity is licensed by the appropriate state and/or local government agencies to control, operate, or direct the operation of one or more tow trucks over a public roadway) are reimbursable.

You must contact the **Administrator** at (800) 325-7484 to receive an authorization number for any towing reimbursement.

You must submit valid receipts and include the **Administrator's** authorization number within 90 days, to **Administrator** for reimbursement. Mail to: Mechanical Breakdown Protection, Inc., 250 NE Mulberry, Lee's Summit, MO 64086, fax to: (816) 347-8224, or email to: claimpayments@mbpnetwork.com. In Florida only, Mail to: MBP Network, Inc., 250 NE Mulberry, Lee's Summit, MO 64086; or fax to: (816) 347-8224; or email to: claimpayments@mbpnetwork.com.

Your Duties, Obligations and Maintenance Requirements

For this **Limited Warranty** to remain in effect, **You** must maintain the **Vehicle** in accordance with the manufacturer's published maintenance requirements and maintain proper fluid levels. If **You** do not have the **Vehicle** manufacturer's published maintenance requirements, **You** may obtain them from the local dealership representing **Your Vehicle's** manufacturer. **You** may have this maintenance performed by an independent licensed repair facility of **Your** choice that regularly performs such maintenance. **You** must save **Your** service and maintenance receipts and provide them to **Us** so that **We** can verify that the maintenance was performed. **You** are responsible for taking immediate corrective action to repair, at **Your** expense, lubricant leaks discovered at any time.

If You fail to perform any of the above Duties, Obligations and Maintenance Requirements, this Limited Warranty shall be null and void.

Lifted/Lowered Vehicle Option

This option **must be selected at time of Vehicle Purchase** for **Vehicle** equipped with a body or suspension lift or lowering kit (parts used to lift a **Vehicle** or its suspension). Coverage is provided if this option has been selected under optional coverage and is indicated on the first page of this **Limited Warranty**. Any **Mechanical Breakdown** of a covered part resulting from a professionally installed lift or lowering kit and or tire modification to an originally installed covered manufacturer component will be covered. The modifications and all of their assemblies that are in addition to factory installed parts are excluded from coverage.

The maximum increase for a body and or suspension lift cannot exceed Six inches (6"). The maximum lowering of a suspension from the original manufacturer's specifications is three inches. The maximum tire height modification is Four inches (4") or Thirty five inches (35") in total height, whichever is less. No coverage is provided if the tires are not Department of Transportation on-road approved tires. No **Mechanical Breakdown** will be covered if **Vehicle** is lifted, lowered, and or tire modifications are beyond the limits stated above.

In order for the **Vehicle** to be eligible for coverage, the odometer must be recalibrated to reflect the true mileage due to the modification. The cost of any recalibration is not covered. Proof of calibration by a licensed repair facility must be provided at the time of **Vehicle** purchase. Any modification that voids the original manufacturer's warranty will also void this **Limited Warranty**.

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Powertrain Coverage

This **Limited Warranty** covers **Your Vehicle** only for the parts and related labor listed under the **Covered Parts** below. **If a part is not listed, it is not covered.** Additionally, it does **not** provide coverage for those items listed under **Exclusions from Coverage**.

Covered Parts

Engine: Limited to all internally lubricated parts. The following external parts are covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect: Intake manifold, exhaust manifold, harmonic balancer, valve covers, timing gear cover, timing belt, water pump, fan clutch, fan blade, fuel pump and engine mounts, the engine block, engine head(s), cylinder barrels and rotor housing.

Diesel Engine: Limited to all internal and external parts as listed above in the Engine section.

Rotary Engine: Rotor, eccentric shaft, eccentric shaft bearings, and all internal and external parts as listed above in the Engine section.

Turbo/Supercharger: (factory installed only) Internal parts, vanes, shaft and shaft bearings. The following external part is covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect: Turbo/Supercharger housing.

Transmission: All internally lubricated parts contained within the transmission case. The following external parts are covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect: Flywheel, flex plate, torque converter, transmission mounts and the transmission case.

Transfer Unit – 4X4, AWD: All internally lubricated parts contained within the transfer case. The following external part is covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect: The transfer case.

Drive Axle Assembly: (front and rear) All internally lubricated parts contained within the differential housing or final drive case. The following external parts are covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect: Axle shafts, axle bearings, constant velocity joints, front hubs and front hub bearings, drive shaft carrier bearing, universal joints and yokes, the differential housing and final drive case.

Seals and Gaskets: Coverage applies only for the covered components listed above. 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

Without limiting the foregoing, this Limited Warranty does not provide coverage for:

1. **Any loss or expense resulting from the repair or replacement of a part not authorized by Administrator.**
2. **Any loss or expense beyond Cost to repair or replace a covered part.**
3. **Any loss or expense 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.**
4. **Any loss or expense resulting from the failure of an excluded part, or a non-covered part, or the lack of proper maintenance services or any part not required in connection with an authorized repair or replacement of a covered part, and consequential damage which is defined as damage created to a non-covered part by a covered part.**
5. **Repair or replacement of any part to correct conditions that existed prior to the Vehicle Purchase Date.**
6. **Repair or replacement of any part 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.**
7. **Repair or replacement of any part if the odometer has ceased to operate and is not immediately repaired, or the odometer has been altered, tampered with, disconnected, or in any way misrepresents the Vehicle's actual mileage after You purchased Your Vehicle. This includes but is not limited to mileage misrepresentation caused by the modification of the Vehicle with undersized or oversized tires.**
8. **Any Mechanical Breakdown which does not occur during or is not reported to Administrator within the Term of Your Limited Warranty; provided, however, that if expiration of this Limited Warranty falls on a holiday or weekend then any Mechanical Breakdown that occurs prior to said expiration but during said holiday or weekend may be reported on the next business day. For the avoidance of doubt, under no circumstances will a Mechanical Breakdown occurring after the expiration of the Term be covered, even if the Term expires on a holiday or weekend.**
9. **Any Mechanical Breakdown that occurs or repair that is made outside of the United States of America or Canada.**
10. **Any Mechanical Breakdown of a part resulting from Your refusal to previously perform reasonable repairs or maintenance services recommended by the repair facility or Administrator.**
11. **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.**
12. **Any Mechanical Breakdown caused by pre-ignition or detonation.**
13. **Any Mechanical Breakdown of any part not installed or supplied by the factory or does not meet or exceed factory specifications.**
14. **Any Mechanical Breakdown caused by improper or mismatched tire and or wheel sizes according to manufacturer's guidelines.**
15. **Any vehicle with modifications or alterations done before or after the effective date of this Limited Warranty which do not meet the manufacturer's guidelines. This includes but is not limited to modifications to the emissions system, electrical system, engine (improved air filters are not considered a modification), drivetrain, or frame. If the Lifted / Lowered Vehicle Option was not selected as Optional Coverage on the first page of this Limited Warranty, the following additional exclusion applies: Any vehicle that is used or equipped with any suspension modifications (such as a lift or lowering kit) which do not meet the manufacturer's guidelines.**
16. **Any vehicle used for Commercial Use, rental, shuttle, ride share services, 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, hauling or towing in excess of the manufacturer's limitations and specifications.**
17. **Any vehicle equipped with dump bed, towing equipment, snow plow, cherry pickers, lifting or hoisting equipment (excluding handicap lifts), motor home, RV, step van, high-cube van or box bodies. Any vehicle manufactured as a cab or chassis or over one ton or over 13,000 lbs. GVWR. Any vehicle equipped with 10 or more cylinder engines. Any limited production, or ultra-high performance vehicle.**
18. **Any vehicle where the manufacturer's warranty has been voided or rescinded, or grey market vehicle, or salvaged, or branded title vehicle. Any vehicle sold by other Warrantors, lessors or private parties when the manufacturer's original full warranty coverage is reduced or voided.**
19. **The normal maintenance services and parts required or recommended by Your Vehicle manufacturer or other normal maintenance services and parts which include, but are not limited to: engine tune up, suspension alignment, and wheel balancing. Filters, lubricants, engine coolant, fluids and refrigerants will only be covered in connection with the repair of a covered Mechanical Breakdown.**
20. **The expense of diagnostic inspection, disassembly and reassembly, if the inspection determines that the failure was not a Mechanical Breakdown under the Terms and Conditions of this Limited Warranty.**
21. **Seals and gaskets on any vehicle with more than 125,000 miles at the time of purchase.**
22. **The cost of repair to correct poor performance, low compression, or oil consumption (e.g. pistons, piston rings, cylinder tapers, valves, valve guides, valve seals and valve seats).**
23. **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 part.**
24. **Any loss or damage caused directly or indirectly by terrorism, including action in hindering or defending against an actual or expected incident of terrorism; such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.**
25. **Incidental or 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. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to You.**

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Other Items of Importance

Limit of Liability

The total of all benefits paid or payable under this **Limited Warranty** shall not exceed the price **You** paid for the **Vehicle** (excluding taxes, license and fees). In no event will the liability for each **Mechanical Breakdown** under this **Limited 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**.

Termination

We or Administrator may direct termination of this Limited Warranty, if the operation of the Vehicle fails to comply with the Terms and Conditions of this Limited Warranty.

Salvage

Upon the replacement of a covered part, at **Our** discretion **We** shall have all rights of ownership to the damaged covered part.

Fraud

The **Administrator** will investigate and prosecute any suspected fraudulent claims to the fullest extent of the law. The **Administrator** will cancel this **Limited Warranty** if it was secured by **You** via fraudulent or misrepresentative statements or actions. If any provision contained in the **Limited Warranty** is for any reason held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provisions of this **Limited Warranty**.

Termination

WE OR ADMINISTRATOR MAY DIRECT TERMINATION OF THIS LIMITED WARRANTY, IF THE OPERATION OF THE VEHICLE FAILS TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.

Nontransferable/Noncancellable

This **Limited Warranty** is not transferrable and not cancellable. This **Limited Warranty** is issued exclusively to **You** with respect to the **Vehicle** identified on page one of this **Limited Warranty** and remains in effect only for so long as **You** own the **Vehicle**.

Our Rights to Recover Funds Paid on Your Behalf

If **You** have a right to recover any funds that **We** have paid under this **Limited Warranty**, including all rights to proceed against any supplier, rebuilder, or manufacturer for the **Cost** of any defective covered part or **Costs** paid by the **Administrator** arising from the defective covered part, **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.

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