



This document is not an insurance policy. It is a Contract between you, the Customer, and the Dealer shown above, **FAIL-SAFE** does not assume, and specifically disclaims any liability to you for any benefits provided herein. The liability of **FAIL-SAFE** is only to the Dealer in accord with a separate agreement. By acceptance of this contract, Customer understands there are distinct coverage, terms and conditions, and that coverage is subject to underwriting and acceptance by **FAIL-SAFE**. For a repair to be covered, Repairing Dealer must report the breakdown to **FAIL-SAFE** and receive an Authorization **PRIOR TO REPAIRS BEING PERFORMED**.



**FAIL-SAFE PRODUCT PROTECTION
P.O. BOX 15163 - LENEXA, KS 66285**

**(800) 663-4505
FOR CLAIMS**

CLAIMS MUST BE AUTHORIZED BY FAIL-SAFE PRIOR TO REPAIRS BEING PERFORMED

2003 TERMS, CONDITIONS & EXCLUSIONS – RESIDENTIAL PROTECTION

MECHANICAL BREAKDOWN COVERAGE:

The Dealer agrees to repair, replace or reimburse Buyer for reasonable cost to repair or replace any covered part, component, or assembly of the covered machine if required due to a mechanical breakdown. "Mechanical Breakdown" is defined as "the sudden failure of a component, part or assembly, as supplied by the manufacturer" . "Reasonable Cost" is defined as "the charges for the repair or replacement of covered parts at prevailing retail labor rates, using parts of like kind and quality, which may include remanufactured parts as customarily used in the industry." Protection shall begin on the "MFG WARRANTY START DATE" and zero hours for NEW equipment or; on the date of sale and current hours reported for USED equipment, as indicated on the Contract. Protection shall expire upon the earliest occurrence of: (1) term months have expired; (2) term hours have expired; or, (3) total loss limit is paid.

EXCLUSIONS:

No Coverage shall be extended:

1. For the repair or replacement of any part if a mechanical breakdown, has not occurred; or, for damage to a covered part due to the breakdown of a non-covered part; or, for any breakdown due to the continued operation of the covered equipment after a mechanical breakdown has occurred.
2. For any breakdown caused by collision, fire, theft, vandalism, riot, terrorism, war, insurrection, explosion, falling missiles, lightning, earthquake, windstorm, hail, water, flood, or any other Act of God.
3. For liability for damage to property, or injury to, or death of any person arising out of the operation, maintenance or use of the covered equipment.
4. For loss of use, time, inconvenience, or any other consequential or resultant loss of any kind.
5. For any breakdown due to overloading, misuse, abuse, negligence, vibration or alteration of the covered equipment.
6. When responsibility for the repair is covered by any warranty of the Mfgr. or repairer's guarantee, or if the Mfgr. has announced responsibility through recalls and/or repair bulletins.
7. For any breakdown due to a lack of lubrication.
8. For any breakdown due to freezing or overheating.
9. For any breakdown due to contamination
10. For any breakdown due to rust or corrosion.
11. For normal and routine maintenance as recommended by the manufacturer of the covered equipment; or, for any breakdown due to a lack of said maintenance; or, for maintenance items, including, but not limited to, filters, spark plugs, spark plug wires, glow plugs, brake linings, exhaust system parts, batteries, battery cables, thermostats or freeze plugs, unless required in connection with the repair of a covered part; or, adjustments, engine tune-ups, or the repair or replacement of parts for the sole purpose of increasing operating performance.
12. For cosmetic items, including, but not limited to, bright metal, ornamentation, molding, paint, decals, glass, lamps, lenses or seats.
13. For plastic or rubber parts (unless required in connection with repair of a covered part).
14. For any part or component which comes in contact with the ground, crop or any other operating media, including, but not limited to, blades, rollers, chains, springs, augers, impellers buckets, tracks, wheels or tires.
15. For shop supplies; including, but not limited to, lubricants, solvents, environmental and freight or storage charges.
16. For the cost of any federal, state or local tax.
17. For any repairs performed outside the U. S. or Canada.
18. For any claims submitted for which authorization has not been obtained from the Administrator prior to completion the repair.

CUSTOMER'S RESPONSIBILITIES:

In order to keep this Contract in force during its term, the covered machine must be serviced as recommended by the manufacturer. Customer must retain receipts for services performed, if service is performed by a servicer and/or for materials purchased to perform services if service was performed by the buyer. Customer agrees to furnish a copy of the above receipts and records should the Administrator request it.

IN THE EVENT OF A MECHANICAL BREAKDOWN, CUSTOMER MUST:

1. Use all reasonable means to protect the equipment from further damage;
2. Return the equipment to the Selling Dealer. If Selling Dealer is not available, contact the Administrator **(800) 663-4505** for assistance;
3. Provide receipts for services performed or materials purchased for routine maintenance as required by the equipment manufacturer;
4. Allow the Administrator to inspect the covered equipment if deemed necessary;
5. Pay any non-covered charges.

LIMITS OF LIABILITY:

The Protection provided by this contract is Limited to a Maximum of 100% of the Machine Purchase Price as indicated on this contract.

CANCELLATION PROVISION:

This Contract may be cancelled upon the Buyer giving written notice to the Dealer indicating when the cancellation is to be effective. In the event of cancellation, the Dealer will refund the unearned Contract price calculated on a Pro-Rated method reflecting the days in force, less any prior claim payments, unless otherwise prohibited by law. If no claim has been paid under the terms of the Contract, the full contract price will be refunded, provided written notice is received by the Dealer no later than 30 days from the purchase of the equipment. A \$30 cancellation-processing fee will be deducted from all refunds unless otherwise prohibited by law. If the equipment described and this Contract have been financed through a lender and Buyer defaults in the repayment obligation to that lender, Dealer reserves the right to either cancel this Contract or transfer the rights under this Contract to that lender. In the event of cancellation, the lender shall be entitled to all resulting refunds. If a lien is outstanding against the described equipment, any refunds will be made payable to the Lien holder.

TRANSFER PROVISION:

This Contract applies only to the individual and equipment described. This Contract may be transferred to the new equipment owner in the event of sale of the equipment while this Contract is still in force. The Transfer of this Contract will be allowed only upon receipt within 30 days of change of ownership of the equipment, a completed Application for Transfer, the original Service Contract, proof of required maintenance as indicated above, a copy of the bill of sale and a \$30.00 transfer fee.

Administrator:

FAIL-SAFE Product Protection
P.O. Box 15163
Lenexa, Kansas 66285
Toll Free: (800) 663-4505
Claims Fax: (816) 931-2548
Email: claims@fspp.com