



# McCormick Guard

## Coverage, Terms, and Conditions

### **McCormick Guard & McCormick Guard Premium Coverage, Terms and Conditions**

McCormick North America is proud to support its products against defects in materials, component failure, or workmanship based upon the criteria outlined in this document. Refer to the most recent Warranty Policy for specific information on the limited Factory Warranty.

#### **Summary of the 2020 McCormick Guard and McCormick Guard Premium products:**

- All McCormick Guard and McCormick Guard Premium coverage, is for a total of 5 years or 5,000 hours - whichever comes first. (this consists of 2 years base warranty plus 3 years extended care).
- McCormick Guard packages, can be purchased with the tractor at initial dealer order.
- In addition McCormick Guard can be purchased at point of sale by dealer prior to initial OWR registration. (Purchase at point of sale is subject to a 10% additional admin fee).
- McCormick Guard and McCormick Guard Premium coverage begins at the start date of the Machine OWR.
- McCormick Guard and McCormick Guard Premium coverage is linked to the tractor serial number. When the unit is sold, by an authorized McCormick Dealer, the care package is Transferable to additional owners but remains linked to the tractors serial number not the owner or dealer.
- McCormick Guard and McCormick Guard Premium coverage does not cover maintenance, wear and tear items, or cosmetic deterioration due to normal use.
- McCormick Guard and McCormick Guard Premium does not cover any damage resulting from: improper use, abuse, neglect, lack of maintenance or other outside influences (fuel/fluid contamination, sabotage, or natural disaster such as flood, fire, tornado/hurricane etc.).
- McCormick North America may request the Dealer return defective part(s) during or after a repair. Dealers unable to provide requested parts may be debited the claim amount.
- After a repair the Dealer must hold all replaced parts for 12 months from the repair date unless otherwise instructed by McCormick.
- The Dealer should only destroy/scrap all stored parts covered under McCormick Guard and McCormick Guard Premium when the 12 month holding period is over, or at the request of a McCormick representative.
- The Dealer is reimbursed for accepted claims through credits to the Dealers McCormick NA account.
- McCormick North America has the right to decline coverage and reimbursement to repairs deemed to be the responsibility of the owner/operator, and other outside influences.



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### **Contract Terms & Period:**

McCormick Guard and McCormick Guard Premium care packages are not insurance policies, warranty, or guarantees. Coverage under a McCormick Guard and McCormick Guard Premium contract supplies the purchaser a mechanical breakdown protection plan for peace of mind and begins on the date of First Owner Warranty Registration (OWR) and expires at 5 years (60 months) or at 5000 machine working hours, or whichever comes first.

Once a machine is OWR registered, it is not possible to stop and restart Machine cover.

This document applies only to the equipment described herein. This document must be read carefully to ensure the plan holder understands each provision. This provision requires the use of arbitration to resolve disputes, rather than jury trials or class actions, and limits remedies available to the policy holder in the event of a dispute.

No Person has the authority to change or waive any of the McCormick Guard or McCormick Guard Premium Terms.

### **Equipment Coverage:**

In the event of a mechanical breakdown of the machine, McCormick Guard and McCormick Guard Premium packages will cover cost of repair by an authorized McCormick Dealer for the cost of parts and labor, at dealer Base Warranty coverage terms, to repair or replace a covered part. Mechanical Breakdown, is constituted as the failure of the machine or a part due to faulty workmanship or materials supplied by the original manufacturer or distributor.

At end of initial base coverage (2 years or 2400hrs), a \$500 deductible amount per claim also applies.

There is not a limit to total number or value of claims for Mechanical Breakdown or Failure under this contract, a feature sometimes referred to as a "stop loss" provision, but after base coverage, the deductible fee per claim applies.

The Authorized repair facility that performs repairs must warranty its own work to be free of defects, or poor workmanship for a period of no less than six (6) months or 1,000 hours, starting from the date the machine is put back into service.

### **Responsibilities to keep this contract valid:**

- Policy holder must **Service their tractor** as recommended by the manufacturer (Major service to be carried out by dealer).
- Reasonable proof of service with OEM approved parts and lubricants must be provided if/when a claim is submitted. Such proof should include the date and service meter hours at time of service. Failure to provide proof of service, or servicing with non approved materials may terminate the contract and result in denial of the claim.
- Owner/Operator must stop use of the machine immediately upon a mechanical breakdown or failure. Any additional operation that results in further damage related to the original mechanical breakdown or failure shall be considered fault of owner/operator and shall not be covered by McCormick Guard or McCormick Guard Premium policies.
- Claims must be submitted electronically by authorized McCormick Dealer within 30 days of the date of failure and provide a detailed analysis from dealer that describes:
  - When the machine failed, where the machine was located upon failure, and how the failure occurred.
  - Why the failure occurred and what failed, if known, with specific manufacturing defects identified.
  - Photos should be attached showing the failure and any affected parts.
  - Description of repair describing process used for the repair.



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### **McCormick Guard Coverage Details**

The *McCormick Guard* coverage option, covers the repair or replacement of any failure in the main driveline components only. The main drive line is considered to be anything on the tractor running in or containing lubricating oil; covering transmission, axles, engine, and hydraulics (with the exception of hoses).

Such coverage includes:

- **Engine:** Engine Block, covers/seals, the rotating mass to include Crankshaft, Bearings & Gears, Crankshaft Seals, Timing Gears, Pistons & Rings, Connecting Rods & Bearings, Balancer, Damper, Flywheel, Ring Gear. Cylinder head, Rocker Arm Assembly, Valve Cover, Camshaft & Bearings, Camshaft Drive Gear. Water Pump, Injection Pump, Oil Pump, Oil Pan Turbocharger & gaskets, exhaust manifold, and all emission system components and all parts within the above systems.
- **Excludes:** Rubber Engine mounts, hoses and fittings, filter elements, fan belts, lubricants, antifreeze, injectors, radiator and coolers, and adjustments.
- **Transmission:** Transmission Case/housings, & all shafts, gears, synchro's and bearings contained within, Clutch Discs (wet only), Transmission Pump, 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.
- **Excludes:** Brake discs, all rubber mountings, hoses, and fittings, oil coolers, wiring harness, lubricants, filters, and breathers.
- **Front Axle:** Including housing, Differential, Ring & Pinion, Steering swivels, Planetary' s & Final Drives, Drive Shaft, Drive Shaft Support Bearing, Axle Shaft.
- **Excludes:** front axle brake discs.
- **Hydraulic System:** Hydraulic pump, Remote Valves, Hitch Valve, Internal & External Lifting cylinders, Steering pump and motor, Steering Cylinder
- **Excludes:** Rubber hoses

### **McCormick Guard Premium Policy**

The *McCormick Guard Premium* coverage option covers all items covered under the McCormick Guard Plan plus electric and electronic components, sensors, air conditioning, and mechanical non-cosmetic failures of bodywork and frame.

Such coverage includes all components above plus:

Transmission Controllers/Modules & Sensors, Engine Controllers/Modules & Sensors, Hitch Controllers/Modules, potentiometers and sensors, Cab Controllers/Modules, Potentiometers, Digital Instrument Clusters, Wheel Speed Sensors, PTO Speed Sensors, Electrical Harnesses (Mechanical defect only), tractor chassis cab/platform & Frame.

**Excludes:** Indicators, Light Bulbs, Circuit Breakers, Fuses, Batteries, Entertainment Systems, and Glass Breakage.



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### **Payment**

McCormick North America will pay the authorized McCormick Dealer for authorized repairs covered under the McCormick Guard and McCormick Guard Premium programs.

McCormick North America *will not pay owners or un-authorized repair centers* for repairs.

The terms and conditions of this extended care plan require all work to be carried out by an Authorized McCormick Dealer, which have access to training, and documentation to support and provide a satisfactory level of repair to meet McCormick requirements.

### **Expenses and items excluded from coverage**

- On the spot examinations for assistance purposes by non-authorized Dealers
- Costs sustained for conveying the faulty machine to the authorized workshop
- Replacement of service items, expendable materials or those subject to normal wear
- Reimbursement of damages owing to the impossibility of using the machine
- Cancellation of the purchasing contract through faults or defects
- Suspension of payment of the machine
- Complete replacement of the machine

### **Expenses and items which will void of Extended Care Plan**

- Use of machine other than for which it has been designed or that fails to conform to manufacturer's restrictions
- Unapproved alterations or modifications to the manufacturer's original specifications or installation
- Use of spurious spare parts and use of lubricants not approved by manufacturer
- Maintenance and repairs not authorized by McCormick North America
- Failure to carry out the maintenance work scheduled in OIB

### **Liability**

McCormick North America and its authorized dealers are relieved from all liability and obligation for any damage to persons or property that may occur owing to one of the following reasons:

- Failure to comply with service instructions prescribed by the manufacturer concerning the way to operate the tractor
- Violent actions or incorrect maneuvers when driving the machine
- Modifications made to the machine without prior authorization from the manufacturer
- Any circumstances other than the normal and correct use of the machine