



T E R M S   A N D   C O N D I T I O N S   B O O K L E T

**FORMULA**  
**GUARD**<sup>®</sup>  
5-YEAR LIMITED  
PROTECTION  
PLAN

Structural • Accessories • Components • Engine/Drive

A white eagle logo with its wings spread, positioned below the text "5-YEAR LIMITED PROTECTION PLAN". The entire graphic is set against a background of a large, inverted triangle that is white on the left and right sides and blue in the center, where the text and logo are located. The background of the entire page is a photograph of a large group of people in white t-shirts standing in front of several boats on a grassy area, with a modern building and flags in the background.

B A C K E D   B Y   T H E   B E S T   I N   T H E   I N D U S T R Y !

# CODE 5

## CONGRATULATIONS

You have selected a comprehensive contract that offers you Peace of Mind Protection and Security against mechanical failure under the terms herein. Attached is your Identification Card. Please show this card to your repair facility when making a claim against your contract.

### IMPORTANT TELEPHONE NUMBERS:

**Customer Service/Claims** ..... 1-888-867-7626

#LINE1#  
#LINE2#  
#LINE3#  
#LINE4#  
#LINE5#  
#LINE6#  
#LINE7#  
#LINE8#



**What to Do in the Event of a Failure  
E-Z CLAIMS**

- 1. Protect Your Watercraft**  
Don't do further damage by continuing to operate the Watercraft.
- 2. Bring Your Watercraft to the Authorized Formula Repair Facility of Your Choice.**  
Contact Us for assistance in locating the nearest one.
- 3. Have the repair facility CALL US for claims authorization prior to the repair being made, and to arrange for payment options at 1-888-867-7626.**  
Remember all claims require prior authorization under the terms of the Warranty.







# Coverage

**Components not listed are not covered.**

**ENGINE:** Internally lubricated parts including: pistons, piston rings and pins; crankshaft; main bearings; connecting rods; rod bearings; camshaft and camshaft bearings; timing chain and timing gears; valves, valve springs, valve guides, valve seats and valve push rods; thermostat components, sending units (temperature and oil pressure), knock sensor, main seals, intake and exhaust valves; lifters; oil pump; rocker arm cover; harmonic balancer; oil pan; engine mounts; distributor housing; distributor shaft; distributor bearings; flywheel ring gear. Engine head, engine block and cylinder sleeves and intake manifold only if damaged by a failure of a covered internally lubricated part. **DIESEL ENGINE ONLY:** Cylinder head bolts; air intake housing; turbochargers (up to 3); main bearing bolts; rod bolts; rocker arms; oil cooler housing; oil filter housing; flywheel housing; pump drive gears; front covers; idler gears; balancer cover housing.

**CLOSED COOLING SYSTEM:** Engine water/coolant circulating pump; oil cooler; heat exchangers (for closed cooling system only). We do not cover failures to heat exchangers due to corrosion or clogging due to salt, debris or other contaminants.

**TRANSMISSION:** Internally lubricated parts including: clutch plates and clutch drums; thrust plates; planetary gears; shift bands; reduction gears and reduction bearings; Drive plate, temperature switches, neutral safety switch, control valves, transmission oil cooler, shafts; bearing carriers; hydraulic pumps; hydraulic pistons; valve bodies; transmission mounts; oil pan, seals, gaskets. Transmission case only if damaged by a failure of a covered internally lubricated part.

**V-DRIVE:** Internally lubricated parts including: bearings; thrust bearings; bevel gears; shafts; shims; bearing carriers. V-drive case only if damaged by a failure of a covered internally lubricated part.

**STERN DRIVE LOWER UNIT:** Internally lubricated parts including: forward gears; reverse gear; pinion gears; clutch dog; dog pin; cam follower; prop shaft; drive shaft; shift shaft; bearings; pinion nut and washer, shims; bearing carriers, seals, gaskets. Gear case only if damaged by a failure of a covered internally lubricated part.

**STERN DRIVE UPPER GEAR CASE:** Internally lubricated parts including: upper drive gear set; clutch dogs and cones; shift cams; shims; bearings; bearing carriers; upper drive shaft; spring kit, spanner cover nut, seals, gaskets. Gear case only if damaged by a failure of a covered internally lubricated part.

**INTERMEDIATE HOUSING:** Intermediate shaft; universal joints; universal joint bellows, gimbal ring, bell housing, gimbal ring bushings, hinge pins & screws, intermediate shift bellows, oil reservoir bottle and cap and level switch assembly; bearings; gimbal bearings; center yoke; drive yoke; engine coupler. Intermediate housing case only if damaged by a failure of an internally lubricated part.

**IGNITION:** Ignition module; ignition trigger coil; ignition high output coil; spark plug wires.

- O. UNAUTHORIZED REPAIRS PERFORMED BY OTHER THAN AUTHORIZED DEALERS AND REPAIRS REQUIRED AS A RESULT OF PARTS USED OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER.
- P. ADDITIONAL SERVICE WORK REQUESTED BY YOU OTHER THAN NECESSARY TO SATISFY THE WARRANTY COVERED REPAIRS.
- Q. CHARGES FOR INSTALLATION OF APPROPRIATE CARBURETOR JETS OR GEARS TO MEET LOCAL ALTITUDE REQUIREMENTS.
- R. REMOVAL AND/OR REPLACEMENT OF CRAFT BULKHEADS, DECK, HULL, GEAR, EQUIPMENT OR ANY MATERIAL FOR NECESSARY ACCESS TO THE PRODUCT.
- S. BODILY INJURY OR PROPERTY DAMAGE ARISING OR ALLEGEDLY ARISING OUT OF A DEFECT IN THE DESIGN, MANUFACTURE, MATERIALS OR WORKMANSHIP OF A COVERED COMPONENT.
- T. PROPELLER(S) AND ANY DAMAGE TO COVERED COMPONENTS, IF DAMAGE WAS CAUSED BY PROPELLER(S).
- U. ANY AND ALL DAMAGE TO HULL, OR PARTS OF THE CRAFT NOT A PART OF THE COVERED COMPONENTS.
- V. SIMILAR REPAIRS TO THE SAME COMPONENT WITHIN A 90-DAY PERIOD.
- W. REPLACEMENT OF SEALS AND GASKETS DUE TO SEEPAGE OR OVERHEATING. MINOR LOSS OF FLUID IS NOT A MECHANICAL FAILURE.
- X. ANY DAMAGES TO THE CRAFT ARISING FROM THE FAILURE OF THE TRAILER.
- Y. REPAIRS TO PARTS OF THE CRAFT NOT SPECIFICALLY INDICATED UNDER THE "WHAT IS COVERED" SECTION OF THIS WARRANTY.
- Z. BOW THRUSTER MOTORS.

## DISCLAIMER AND LIMITATION

**INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY ARE EXCLUDED OR LIMITED AS ALLOWED BY LAW. ANY IMPLIED WARRANTY OF WORKMANSHIP AND/OR SEAWORTHINESS IS EXCLUDED.**

## What is not Covered

Parts not listed are not covered. This Warranty Provides NO Coverage or Benefits for the following:

- A. FAILURES WHICH OCCUR, OR REPAIRS PERFORMED, OUTSIDE THE TERRITORIAL WATERS OF THE UNITED STATES AND CANADA.
- B. REPAIR OR REPLACEMENT OF ANY COMPONENT PARTS NOT SPECIFICALLY COVERED BY THE WARRANTY.
- C. REPAIRS OF COVERED COMPONENTS REQUIRED AS A RESULT OF THE FAILURE OF A NON-COVERED COMPONENT.
- D. REPAIRS REQUIRED AS A RESULT OF OTHER THAN A MANUFACTURER'S DEFECT, SUCH AS A DESIGN DEFECT OR NORMAL WEAR.
- E. REPAIR TO PISTONS, RINGS AND/OR PINS DUE TO CARBON OR "COKING" CONDITION.
- F. REPAIR TO VALVES DUE TO CARBON, DISHED, TULIPED OR STUCK CONDITION.
- G. LOSS AS A RESULT OF WATER INGESTION THROUGH THE INTAKE MANIFOLD, CARBURETOR, OR EXHAUST SYSTEM.
- H. REPAIR OR REPLACEMENT OF ANY COMPONENT COVERED BY INSURANCE OR THE MANUFACTURERS LIMITED WARRANTY OR RECALL POLICIES AFTER THE LIMITED WARRANTY EXPIRES WHETHER COLLECTIBLE OR NOT.
- I. DAMAGE AS A RESULT OF IMPACT, COLLISION OR GROUNDING.
- J. MAINTENANCE SERVICES SPECIFIED IN THE OWNER'S LITERATURE SUPPLIED WITH THE PRODUCT AND THE PARTS USED IN CONNECTION WITH SUCH SERVICES SUCH AS ADJUSTMENTS, SPARK PLUGS, OIL OR FLUIDS, BELTS, HOSES, OIL FILTERS AND CLAMPS, MISCELLANEOUS AND SHOP SUPPLIES.
- K. USE OF EQUIPMENT AND ACCESSORIES NOT INSTALLED BY THE MANUFACTURER OR DEALER, OR IMPROPER INSTALLATION OF THESE ITEMS BY THE MANUFACTURER OR DEALER. LOSS OR DAMAGE ARISING OUT OF WIRING, CABLING, PIPING AND FITTINGS SUCH AS HOSE CLAMPS IS EXCLUDED.
- L. LOSS OF DETONATION, OVERHEATING, PRE-IGNITION, OR LEAN OR IMPROPER FUEL MIXTURE UNLESS CAUSED BY THE FAILURE OF THE OIL INJECTION SYSTEM (CARBURETORS ARE NOT COVERED). LOSS CAUSED BY FOREIGN SUBSTANCE IN THE FUEL AND/OR OIL NOT RECOMMENDED BY THE MANUFACTURER.
- M. LOSS CAUSED BY EXTERNAL WATER INLETS, OR OUTLETS AND/OR INTERNAL WATER PASSAGES BEING CLOSED OR RESTRICTED, OR MOTOR/DRIVE IMPROPERLY MOUNTED.
- N. REPAIRS REQUIRED AS A RESULT OF (A) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE PRODUCT; (B) FIRE, ACCIDENT, ABUSE, NEGLIGENCE OR ACT OF GOD; (C) FAILURE TO PROPERLY OPERATE THE PRODUCT; (D) MODIFICATION OR ANY ALTERATION TO PRODUCT NOT RECOMMENDED OR APPROVED BY THE MANUFACTURER; (E) USING THE PRODUCT FOR SPEED EVENTS SUCH AS RACES OR ACCELERATION TRIALS; (F) RUST, COSMETIC OR PAINT CHANGES; ELECTROLYSIS OR CORROSION; (G) INADEQUATE OR IMPROPER HAUL-OUT; LAUNCH, TOWING AND STORAGE (INCLUDING RACK STORAGE); (H) FREEZING OR ICE DAMAGE; (I) WATER DAMAGE DUE TO SUBMERSION; (J) REVERSE POLARITY; (K) AQUATIC GROWTH, SEAWEED, ALGAE, BARNACLES OR ZEBRA MUSSELS; (L) OVERHEATING (REGARDLESS OF CAUSE), DETERIORATION, CONDENSATION AND CONTAMINATION; (M) THE FAILURE OR LOOSENING OF EXTERNAL FASTENERS AND/OR BOLTS.

**ELECTRICAL:** Alternator/stator; voltage regulator/rectifier; electronic ignition module; ECM, choke, choke solenoid, ignition switch, coolant temperature switch, oil pressure switch, starter motor; starter armature; starter field windings; starter magnets; starter drive; starter solenoid; engine mounted wiring harness.

### STEERING:

**Power steering:** steering control helm assembly; control rack and yoke assembly; power steering pump; power steering pump pulley, power steering oil cooler, power steering cylinder; steering wheel; steering wheel mounting hub, cables.

**Hydraulic steering:** hydraulic steering head; hydraulic steering lines; hydraulic steering cylinder; hydraulic steering flow valves, cables.

**CONTROLS:** All parts contained within control box; cams; eccentrics; shafts pivots; neutral safety switch; shift switch; lever; throttle control cable.

**POWER TRIM:** Power trim motor/pump; trim cylinders; cylinder rams; cylinder seals; cylinder mounts and pivots; trim motor actuator solenoids; trim wiring harness; trim master control switches; sender/limit switches, control valve; pump and reverse lock valve, trim reservoir, and cap assembly.

**FUEL SYSTEM:** Fuel injectors, injector rails, (VST) vapor separator, (IAC) idle air control valve, pressure regulator, fuel distributors, fuel injection pumps (high and low pressure); ECU module; throttle position sensor; manifold pressure sensor; idle speed control; air flow sensor; detonation sensor; coolant sensor, fuel cooler, ignition pick up sensor; fuel delivery pump; fuel pump diaphragm; flame arrester.

**SEALS & GASKETS:** Seals and gaskets, if needed, for covered components. Failures caused by worn or misinstalled gaskets are not covered.

## Accessory Component Coverage

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The components listed below, are covered by the Warranty. Components not listed are not covered.

- **Air Conditioner:** (up to three units), compressor, condenser, circulation pumps, heat exchanger, evaporator, thermostat, capacitors, relays, fans.
- **Heating:** furnace, heating elements, control panel, thermostat, burner assembly, blower motor.
- **Water System:** water pump, water heater, compressor, drain system, sump pump, fittings, faucets.
- **Waste System:** shower, toilet, sink(s), holding tanks, macerator, gate valves, connections, vacuum pump, waste level monitoring display and sending unit. Note: pipes and leaks from piping and vacuum accumulations are excluded.
- **Appliances:** Galley sink and faucet, refrigerator (up to two units), freezer (one unit), range/cook top, oven, clothes dryer, microwave, ice maker (one unit), trash compactor, central vacuum system (applies to built-in units only).
- **12 Volt/24 Volt Electrical:** battery charger/converter, shore power, onboard receptacle, shore power main switch, circuit panel, circuit breakers.
- **Electrical:** Interior courtesy lights, battery main switch, battery isolator, battery selector switch, battery box, fuse block, fuse holder, chart light, transom light, bow light, docking lights, voltmeter, electric horn, windshield wiper motor, accessory switches, hatch lift motor(s) and switches.
- **Hydraulic Lift/Swim Platform:** hydraulic cylinders, hydraulic pump, wiring harness, control panel.
- **Bow Thruster:** Control Joystick, wiring harness. (Bow Thruster motors not included)
- **Instrument Panel:** speedometer head, tachometer head, volt meter gauge, hour meter, oil pressure gauge, trim gauge, fuel gauge, temp gauge, SmartCraft- gauges, components, sending units (applies to factory installed units only).
- **Compass:** compass head, mounting brackets (excludes digital models).
- **Audio and Visual System:** Head units, CD changer, XM/Sirius satellite radio tuner/antenna, cassette player, AM/FM tuner, TV/DVD combination units (up to 2) (applies to factory installed units only).
- **Planing/Trim Tabs:** (Labor charges only) pump, trim cylinders, planing plates.
- **Bilge:** pump, manual control panel, switches, wiring harness, venting system.
- **Remote Spotlight:** control panel, horizontal/vertical control motors, light housing.
- **Horns:** air horns, air horn compressor, air solenoids, control panel, electric horns.
- **Anchor:** winch, electric windlass motor, bow pulpit guide, switches.

## What to do in the Event of a Failure

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1. Prevent Further Damage - **You** should use all reasonable means and precautions to protect **Your Craft** from further damage. This **Warranty** will not cover damage caused by not securing a timely repair of the failed component.
2. If **Your Craft** breaks down, return to an authorized Formula Dealer during normal service department hours. If this is not possible, take **Your Craft** to the licensed repair facility of your choice (You may contact **Administrator** for assistance in locating a repair facility).
3. Instruct the repair facility that they must obtain an authorization number from **Administrator** prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, **You** may be required to authorize the repair facility to inspect or tear down **Your Craft** to determine the cause and cost of the repair. **You** will be responsible for these charges if **Failure** is not covered by this **Warranty**. **We** reserve the right to require an inspection of **Your Craft** prior to any repair being performed.
5. After **Administrator** has been contacted, review with the repair facility components that will be covered by this **Warranty**.
6. **Administrator** will reimburse the repair facility or **You** for the cost of authorized repairs performed on **Your Craft**. All repair orders and necessary documentation must be submitted to **Administrator** within thirty (30) days to qualify for payment.
7. If all or part of your claim is not covered, consider that it may be covered under a separate liability and/or hull coverage.

7. Obtain **Warranty** holder's authorization to complete repairs. All repair orders must have customer's signature to qualify for payment.
8. Submit repair order(s) which should contain **Warranty** number, authorization number and authorized amount to **Administrator** within thirty (30) days at the following address:

**Interstate National Dealer Services, Inc.**  
**333 Earle Ovington Boulevard, Uniondale, NY 11553**  
**888-867-7626**  
**Claims Fax - 516-745-1986**  
**www.inds.com**  
**e-mail: claims@inds.com**

- **Speedometer/Tachometer:** speedometer head, tachometer head, speed log, speed sensor, mounting brackets, control cable.
- **Digital Depth Finder:** depth sounder, transducer, control cable, wiring harness (applies to one factory installed unit only).
- **Electric Shore Power/Hose Reels:** motor, switches (applies to one shore power and one hose reel)
- **Boat Hardware:** Deck rails, grab rails, hand rails, bow eyes, rope cleats, anchor chocks, top slides, door hinges and latches, deck plates.

### **Navigation Coverage**

**Navigation System:** radar, GPS unit, GPS map receiver, auto pilot, VHF radio.

### **Generator Coverage**

**Engine:** internally lubricated parts including: pistons, piston rings and pins; crankshaft, main bearings, connecting rods, rod bearings, camshaft, camshaft bearings, timing chain, timing gears, valves, valve springs, valve guides, valve seats, valve push rods, lifters, oil pump, rocker arm cover, harmonic balancer, oil pan, engine mounts, distributor housing, distributor shaft, distributor bearings, flywheel ring gear. Engine head, engine block and cylinder sleeves and intake manifold only if damaged by a failure of a covered internally lubricated part.

**Electrical:** switch box/amplifier, alternator, voltage regulator/rectifier, ignition coil, starter motor, solenoid, engine mounted wiring harness

**Closed Cooling System:** engine water coolant circulating pump, heat exchangers (for closed cooling system only).

**Generator Electrical:** armature, fields brushes, end frame and housing, generator mounted control panel, rectifier (does not include removal and/or installation of unit).

## Benefits

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**SERVICE ASSIST:** In the event of a **Failure** of a covered component listed in this booklet, the **Warranty** will reimburse the cost of a "service assist" to include the following: on water towing, hoist/lift-out, haul-out, dockside repair call, pick-up, delivery or like services if necessary to perform the covered repair. Reimbursement will be for one (1) hour of the posted shop labor rate not to exceed \$100 per claim occurrence and must be performed by a factory authorized marine repair facility.

**HOIST/HAUL-OUT:** The **Warranty** will pay up to \$100.00 for the actual cost of Hoist/Haul-Out anytime a covered component fails requiring Hoist/Haul-out to facilitate diagnosis or repairs (except where prohibited by law). Any reimbursement shall be the actual Hoist/Haul-Out charges in excess of any applicable reimbursement from any other party, including but not limited to, a manufacturer, association or insurer.

**TOWING:** The **Warranty** will pay up to \$100.00 for towing anytime a covered component fails causing the **Craft** to be towed either in water or on land (except where prohibited by law). Any reimbursement shall be the actual Towing charges in excess of any applicable reimbursement from any other party, including but not limited to, a manufacturer, association or insurer. Towing must be performed by a valid marine towing company or authorized marine service facility.

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## Service Department Guidelines for Claims Handling

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*Follow these steps when handling a claim:*

1. Advise **Warranty** holder that evaluation of a **Failure** does not mean that the repair is covered under this **Warranty**. All covered repairs must receive prior authorization by **Administrator**.
2. Have **Warranty** holder authorize inspection/tear down of the **Craft** to determine **Failure's** cause and cost to repair. Save all components, including fluids and filters, should **Administrator** require outside inspection. Notify **Warranty** Holder that cost of tear down will not be paid if it is determined that **Failure** is not covered under this **Warranty**.
3. Determine the cause of **Failure**, correction required and cost of the repairs.
4. Contact **Administrator's** Claims Advisor at **888-867-7626** to get authorization to proceed with the claim. Be prepared with the following when placing the call:
  - a. Customer's Name and **Warranty** Number.
  - b. Cause of **Failure** and recommended correction.
  - c. Cost of repair.
5. The Claims Advisor will verify coverage and do one of the following:
  - a. Approve Claim - If approved, **You** will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
  - b. Require Additional Evaluation, Inspection or Tear Down - **Administrator** may require an inspection prior to repair being completed. If a tear down is required to determine cause of **Failure**, **Warranty** holder must authorize same. Notify **Warranty** holder that if the repair is not covered, then **Warranty** holder will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Claims Advisor.
  - c. Deny the claim and provide the reason for the denial.
6. Review **Administrator's** findings with **Warranty** holder as well as what will be covered by **Warranty** and what portion of the repairs, if any, will not be covered.