



## PLATINUM - Plan Benefits & Provisions

### DEFINITIONS:

The following are key words and phrases included in this Contract:

**You, your, owner** - Refers to you, the Purchaser.

**We, us, our, manufacturer** - Refers to Mercury Product Protection, Mercury Marine, Division of Brunswick Corporation, PO Box 1939, Fond du Lac, WI 54936-1939. Phone 1-888-427-5373.

**Provider** - Mercury Marine, Division of Brunswick Corporation (obligor) 26125 North Riverwoods Road, Suite 500, Mettawa, IL 60045

**The Contract** - Means this Mercury Product Protection Platinum Contract and the terms and conditions contained herein. This is not a Marine Hazard insurance policy or an extension of the standard Product warranty, implied or otherwise.

**Product** - Refers to the Mercury or Mariner Outboard; Jet Drive Power Package; MerCruiser Engine or MerCruiser Engine and Sterndrive Package, Inboard Engine and/or parts and accessories marketed by Mercury Marine, as further described on the face of this Contract. All Mercury Precision Parts or Quicksilver engine related accessory products supplied by us (except propellers) required to operate the engine and purchased at the time of sale of the eligible Product, and attached to and used with the eligible Product, shall also be covered by this Contract at no additional cost, but only for the duration of this Contract. Note: If the Product(s) covered by this Contract are purchased to repower a vessel, the Product(s) are not covered for damage that has been caused by or results from the failure of other parts, components, or systems which are not described on the face of this Contract, unless such parts, components, or systems are otherwise covered by a Mercury warranty or Product Protection Contract at the time of the breakdown.

**Covered Parts** - Those parts, components, or systems designated in the section of this Contract entitled ENGINE AND DRIVE COVERAGE as eligible for replacement or repair pursuant to the terms of this Contract.

**Dealer** - Participating Mercury Marine dealer authorized to service your Product. **Breakdown** - A mechanical or electrical malfunction in Covered Parts of the eligible Product resulting from a defect in material or workmanship from a non-excluded application of Products supplied by us. Mechanical or electrical breakdown does not include a reduction in performance due to normal wear and tear, or damage to Product due to the failure of non-covered Product, parts, components, or systems.

**Limit of Liability** - The Manufacturer's suggested Retail Price of the Product, less accessories at the time of retail sale.

**Consumables** - Fluids, lubricants, or components that are intended to be replenished as they are consumed, or inspected and/or replaced at specified maintenance intervals at owner's expense.

### IMPORTANT INFORMATION:

**THE CONTRACT:** This Contract will only become effective upon receipt by us of the Contract with appropriate fee and our acceptance thereof. This Contract is between you and Mercury Marine. NOTE: Until this Contract has been received, paid for, and accepted by Mercury Marine, all eligible Product breakdown claims and costs under the Contract provisions are the responsibility of the dealer selling the Contract. Completed Contracts should be submitted on MercNET or mailed immediately.

**PURCHASE PERIOD:** Contracts have to be purchased within the standard limited warranty period. Contracts purchased after the first year of the limited warranty are subject to a surcharge. Second owners are also eligible to purchase the Plan.

**WHO CAN APPLY FOR COVERAGE:** Owners, including subsequent owners, of an eligible Product according to the terms of the Purchase Period.

**ELIGIBLE PRODUCTS:** Product which is new (not more than 10 hours of use and previously unregistered) and selected product which is new, never used, and previously unregistered. In addition, Product which has been manufactured in the current calendar year and four immediately preceding years (January 1st constitutes program change) and have less than 500 accumulated engine operation hours (screen shot from CDS may be required to verify the engine hours), and selected Mercury Outboard Racing models. Contact an Authorized Mercury Outboard Racing Servicing Dealer for a list of the eligible Products. Coverage must be purchased on all engines in multiple applications.

**EXCEPTIONS:** The following Products manufactured by us are not eligible for Contract coverage:

1. Products that come with a Mercury Marine limited warranty of less than one (1) year and Certified Pre-Owned engines. Exceptions: Promotional Engines with more than a one-year original factory warranty.
2. Mercury Outboard Racing Products, regardless of length of warranty period, with the exception of selected models and MerCruiser Racing products. Contact an Authorized Mercury Outboard Racing Dealer for a list of the eligible Mercury Outboard racing models.
3. Products used by local, state, or federal government or by any not-for-profit organization.
4. Any application using three or more engines as the main power source in the same craft, unless the boat is specifically designed for three engines and is not used for excluded applications and uses listed under the CONTRACT EXCLUSIONS section of this Contract.
5. Four-cycle long blocks/power heads, two-cycle powerheads, transmissions, jet pumps or sterndrive assemblies that are purchased separately and not as a part of a complete engine or package. Exception: New complete MerCruiser engines used to repower a vessel.
6. Products imported to the United States, Canada, and their territorial waters unless preapproved by Mercury Product Protection.

**COVERAGE PERIOD:** The Contract coverage begins on the expiration date of the applicable Mercury Marine limited warranty and expires on that date at the end of the term of this Contract as purchased. Eight (8) year total limit for standard limited warranty and Contract period combined on Mercury Outboards and MerCruiser engines.

**YOUR OBLIGATION:** As a condition of coverage under this Contract, you agree to (1) follow the maintenance recommendations and schedules as stated in the Product Operation and Maintenance Manual; (2) supply proof of such maintenance as requested; (3) if a failure occurs, it is your duty to protect against further damage; (4) provide reasonable access to the Product for covered service work; (5) notify Mercury Product Protection Platinum of modifications to the Product or in the type of usage.

**DEALER OBLIGATION:** The dealer is not an employee or an agent of ours and has no authority to bind us. Dealer agrees to: (1) submit the Contract via MercNET or if the dealer is on COD terms, forward the completed Contract and payment to Mercury Marine; (2) Service Products covered under this Contract; (3) use only Mercury Precision Parts or Quicksilver Parts & Accessories in repairing the Product; (4) notify Mercury Product Protection Platinum of modifications to the Product or in the type of usage.

**MERCURY MARINE'S OBLIGATION:** Mercury Marine's obligation under this Contract commences when an eligible Contract and proper payment therefore is received and accepted by Mercury Marine. Under the Contract, we agree to repair or replace, at our option, such Covered part or parts with new or remanufactured parts or assemblies of the eligible Product and labor as shall be necessary to remedy a mechanical or electrical breakdown caused by a defect in material or workmanship on the part of Mercury Marine.

**CONTRACTS SOLD IN VIRGINIA:** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**COMPONENT COVERAGE:** This Contract covers only those components of eligible product set forth herein under ENGINE AND DRIVE COVERAGE. If the component is not listed as a Covered Part, or is listed under Contract Exclusions, it is not covered.

**OBTAINING SERVICE:** Claims shall be made under this Contract by delivering the Mercury or Mariner Outboard; Jet Drive Power Package; MerCruiser Engine or MerCruiser Engine and Sterndrive Package, or Inboard Engine to an Authorized Mercury Marine Dealer. You are obligated to pay for all related transportation charges, shipping charges, and travel time to and from the service facility and for service and/or parts not covered by this Contract.

NOTE: ALL CLAIMS ARE SUBJECT TO INSPECTION AND APPROVAL BY MERCURY MARINE OR AN INDEPENDENT TECHNICIAN DESIGNATED BY MERCURY MARINE PRIOR TO THE REPAIR! PLEASE CONTACT YOUR AUTHORIZED MERCURY DEALER IN THE EVENT OF A CLAIM.

**CONTRACT CANCELLATION:** (A) By you: Once purchased, the Contract cannot be cancelled by you except during the first thirty (30) business days after purchase in which case we will refund the contract purchase price less a \$30 administration fee (20 days in AL/SC in which case we will refund 100% of the contract purchase price). OK/WY administration fee waived in the first 30 days. NV/WA/WY residents: within 20 days after the date that the provider mailed the Contract to the purchaser or within 10 days if the provider furnishes the purchaser with a copy of the Contract when it is purchased in which case we will return 100% of the purchase price. AL residents: \$25.00 administration fee if cancelled by purchaser after 20 day period. NV/WA residents: A 10 percent penalty is added to any refund that is not paid or credited within 30 days. SC/WY residents: A 10 percent penalty is added to any refund that is not paid or credited within 45 days. SC residents: If we do not timely resolve such matters within sixty (60) days of proof of loss, or in the event of a dispute with the provider of this contract, you may contact the SC Department of Insurance, 1201 Main St., Ste. 1000, Columbia, SC 29201-3105, or (800) 768-3467. FL/IL/NC/NV/OK/WY residents who purchased the Contract in FL/IL/NC/NV/OK/WY can cancel the Contract at any time, provided they are still a FL/IL/NC/OK resident at the time of cancellation, in which case, FL/OK residents are entitled to 90 percent of the unearned pro-rata contract purchase price less the cost of repairs made under the Contract (cost of repairs waived for OK residents), IL/NC/WY residents are entitled to 100 percent of the unearned pro-rata contract purchase price (less cost of claims paid and administrative fee not to exceed 10 percent of the amount of the pro-rata refund), NV residents are entitled to 100 percent of the unearned pro-rata contract purchase price.

(B) If the Contract is cancelled by us due to non-conformance with eligibility guidelines, refund of the Contract purchase price shall be based upon 100 percent of the unearned pro-rata contract purchase price less any claims that have been paid and less a \$30.00 administration fee (claims and fee waived for FL/NV/OK residents). You specifically agree that any and all refunds will be paid jointly to you and the lienholder if we have knowledge of such and there remains a balance due and owing to the lienholder. NV residents: We may only cancel the Contract after 70 days for fraud, material misrepresentation, nonpayment by you, a substantial breach of duties by you relating to the covered Product or its use. We may not cancel this contract for Product modification, unless such Product modification constitutes a material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold. In the event we cancel the Contract, you will be notified in writing at least 15 days prior to cancellation. This notice shall state the effective date of the cancellation and the reason for the cancellation. Pursuant to NAC 690C.11: if the holder is not satisfied with the manner in which the provider is handling the claim on the contract, the holder may contact the Commissioner by use of the toll-free telephone number of the Division at (888) 872-3234. WY residents: If the Contract is cancelled prior to the termination or expiration date we shall mail a written notice to the contract holder at the last known address contained in our records at least ten (10) days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the fee, a material misrepresentation by the service contract holder to the provider, or a substantial breach of duties by the service contract holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. AL residents: Administration fee waived if cancelled by us.

(C) A Boat Repossession is between the person who borrowed the money and the Bank. Mercury Product Protection will not refund the revenue received from the Contract relative to a Boat Repossession. Only the purchasing consumer can cancel a contract within the first 30 days of purchase. Extended coverage that is on an engine will transfer to a subsequent owner upon satisfactory inspection of the engine.

ENGINE AND DRIVE COVERAGE

**Engine:** Cylinder block and internally lubricated parts contained within the cylinder block, to include: Engine head(s); rocker covers; timing gear cover; crankshaft; main bearings; and connecting rods; rod bearings; pistons; piston rings and wrist pins; camshaft and bearings; rocker arms; valves; valve springs; guides and seats; supercharger; valve push rods; lifters; flywheel and ring gear; harmonic balancer; reed valve, reed blocks, timing chain or belt; timing gears; distributor housing, shaft and gear; oil pump; oil pan; base plate; adapter plate; intake manifolds; exhaust manifolds, risers, elbows; and circulatory water pump.

**Transmission, Gear Cases, and Drive Shaft Housings:** Internally lubricated parts contained within the transmission or gear case; the case, if damaged beyond use as a result of a Covered Part breakdown; universal joint yokes; socket, cross and bearings; internally lubricated parts contained within the drive shaft housing, if damaged as a result of a Covered Part breakdown.

**Steering:** Power steering cylinders and pumps; Joystick controls; Mercury Precision Parts, Quicksilver, or Mercury supplied cables, steering control helm, rack, and yoke.

**Transom Assembly:** Inner transom plate; Gimbal bearings; Gimbal housing, Gimbal ring, bell housing, if damaged as a result of a breakdown of a Covered Part.

**Electrical and Ignition:** Wire harness; starter; solenoid; circuit breaker; alternator; voltage regulator; Mercury Precision Parts or Quicksilver instruments; switches; ignition coils; stators; triggers; switch boxes; ECU box; sensors, warning horns and signals; EFI electrical components; IAC; air injectors; flywheel magnets; electronic throttle control, electronic boost control; electronic shift control; advanced sound control module.

**Trim System:** Trim pump; trim motor; trim manifold or pump (excludes seals & gaskets); cylinders; solenoid; limit switch; wiring harness; trim position senders; trilobe pins; pin-rod-eye.

**Fuel System:** Carburetor body; fuel delivery pump; compressor; fuel cooler; fuel injection pump; flame arrestor; fuel injectors; manifold body.

**Mercury Precision Parts or Quicksilver Accessories:** All Mercury Precision Parts or Quicksilver engine related accessories, except propellers, required to operate the engine and purchased at the time of sale of the eligible Product, and attached to and used with the eligible Product but only for the duration of the Contract.

COVERAGE BENEFITS:

**HOIST/HAUL OUT:** We will pay up to \$200.00 per claim occurrence for Hoist/Haul Out charges necessary to perform approved repairs to covered Product on non-trailerable boats (26 feet in length or larger). Claims for this coverage must be substantiated by submission of an original paid bill documenting the hoist or haul out charge.

**ON WATER TOW-IN:** We will pay up to \$200.00 per claim occurrence toward the cost of on-water towing charges necessary to perform approved repairs to covered Product. Claims for this coverage must be substantiated by submission of an original paid bill documenting the tow-in charge.

**LIMIT OF LIABILITY:** The total claims paid out over the life of this Contract shall not exceed the Limit of Liability. If the total claims paid out by us reach the Limit of Liability, Mercury Marine shall be deemed to have completed all of its obligations under this Contract, the amount paid for this Contract by the purchaser shall have been fully earned by Mercury Marine, and this Contract will be fulfilled and terminated. Purchaser will be personally responsible for payment of any costs of repair exceeding the Limit of Liability. If a resident of NV, your Contract will not be terminated if you reach Limit of Liability, however, we can deny claims that exceed the Limit of Liability.

**DEDUCTIBLE:** All claims made under this Contract are subject to a \$50 deductible per claim. The deductible shall be paid directly to the Authorized Servicing Dealer. In the event of a repeat breakdown of the same Covered Part, repair or replacement will be performed under the terms of the Mercury Precision Parts or Quicksilver Parts and Accessory Warranty Policy, and will not be subject to the terms of the Contract Provisions and related deductible.

**TRANSFERABILITY:** This Contract may be transferred to a subsequent purchaser of the Product within thirty (30) business days after the subsequent purchase of the Product. Engines not purchased directly from another recreational use owner or from an Authorized Mercury Dealer are ineligible for coverage. Mercury has the right to refuse transfer of Engines purchased as a repossessed product, or product purchased at an auction, from a salvage yard, from a liquidator, from an insurance company, from unauthorized marine dealers or boat builders, or other third party entities. Mercury Product Protection Platinum may request an inspection of the product by an authorized Mercury Servicing Dealer to determine condition and performance prior to transferring any remaining warranty. The customer is responsible for the cost of inspection.

- Contracts not transferred within thirty (30) business days of subsequent purchase will no longer be valid and the Product will no longer be eligible for coverage under the terms of this Contract and the Contract will be cancelled. The contract must be transferred to each owner in sequence in order to retain coverage.
- To transfer this Contract to a subsequent purchaser, you must submit to Mercury Product

Protection, P.O. Box 1939, Fond du Lac, WI 54936-1939, a receipt/bill of sale, the completed transfer form, and the fee, payable to Mercury Product Protection in the amount shown in the table on the transfer form for the covered Product.

- Contract coverage is not transferable from one Product to another or for Products used in excluded applications.

CONTRACT EXCLUSIONS:

The following are not covered by this Contract:

**GEOGRAPHIC LIMITATIONS:** Product residence, use and covered breakdown that occurs and/or is repaired outside the 50 United States, Canada, and their territorial waters.

**PERILS:** Damage to Product or Covered Parts caused by acts of God, accidents, theft, fire, vandalism, war, terrorism, riot, explosion, zebra mussels, barnacles, submersion, aquatic growth, or vegetation.

**NON-COVERED PARTS:** Any part, component, or system not specified as a Covered Part in this Contract; and any part, component, or system manufactured or marketed by anyone other than Mercury Marine, except in the event of non-covered parts, components, or systems damaged by covered Product or Covered Parts.

**INCIDENTAL, CONSEQUENTIAL EXPENSES:** Incidental, consequential, or other damages, including, but not limited to, such things as costs or expenses for: mechanic’s travel time (service calls); dockage; trailer rental; telephone; telegraph; fax; freight and postage; state or local sales tax on parts or labor; gasoline; rental of a like product; travel; lodging; loss of or damage to personal property; loss of Product use; loss of time; inconvenience; storage; consequential damages to the watercraft; removal and replacement of boat partitions or materials to gain access for repair; removal and installation charges above Mercury’s flat rate times due to boat design and/or construction; work performed pursuant to factory recalls or service bulletins; and warranty-related failures. Any costs incurred for diagnosis and disassembly is customer’s responsibility unless breakdown was caused by a Covered Part, as is any premium or overtime labor cost, or parts shipping charges in excess of those which are usual and customary, as determined by Mercury Marine.

**EXCLUDED APPLICATIONS:** Products used for any commercial, professional, or not-for-profit purpose, used for the generation of revenue in any amount (whether in a casual or formal commercial, professional, or not-for-profit venture), used for any work-related application, or used by local, state, or federal government. Examples of excluded applications include, but are not limited to, competitive driving, racing, and acceleration trials; commercial or professional fishing, commercial shrimping, fishing or tour guides; water taxiing; business-related entertainment; time sharing; water ski or other aquatic shows, not-for-profit camp, or any other work-related boating activity. This Contract does not cover failures or claims caused by any condition which was known to exist prior to purchase of this Contract.

**MODIFICATIONS/ALTERATIONS:** Products which have been modified or altered from their original production configuration are not eligible for Mercury Product Protection Platinum. The addition of or replacement with parts or accessories not approved by us or which are not installed by an Authorized Mercury dealer will be cause for your Mercury Product Protection Platinum to be cancelled.

**LACK OF SPECIFIED MAINTENANCE:** Breakdown as a result of failing to comply with the specified preventive maintenance intervals and recommendations set forth in the Operation and Maintenance Manual supplied with the Product. Damage or breakdown as a result of loose fasteners and/or securing hardware such as nuts, bolts, screws, grommets, clips, and straps.

**ABUSE AND NEGLIGENCE:** Breakdown of a Covered Part that has failed due to abuse, neglect, improper or inadequate installation, maintenance, or repair. Examples of such include, but are not limited to, corrosion; overheating; freeze damage; inadequate, poor quality, or contaminated fuel, lubricants, greases, fluids, or coolant and related problems; improper installation or repair procedures; RPM operation above or below recommended limits; water ingestion through the carburetor, intake manifolds, or exhaust systems; submersion. In addition, breakdown resulting from carbonized rings; detonation; pre-ignition; lean fuel mixture; improper ignition timing; incorrect spark plugs; electrical breakdown of starter motors, armatures, or field coils as a result of excessive cranking or water contamination; electrical and or other component breakdown, including corrosion or electrolysis damage caused from reversed battery polarity, shore power supply, or stray current.

**NORMAL WEAR AND TEAR:** Cost of maintenance and repairs such as tune-up, adjustments, and carburetor rebuilding to correct performance loss and/or repairs required as a result of normal wear and tear. By way of example, this includes, but is not limited to, internal carburetor/vapor separator parts such as needles, seats, and floats; reduction or loss of compression due to worn pistons, cylinders, rings, valves, head gasket(s), water pumps and impellers, jet pump impellers, engine couplers and wear rings, spark plugs, high tension spark plug wires, brushes, etc. Seals, gaskets, or components made of rubber, plastics, etc. Minor loss of fluids is not a mechanical breakdown. Corrosion to any Product or Covered Part is considered an environmentally-caused condition and is specifically not covered by this Contract.

**CONSUMABLES:** Some parts or components are considered Consumables. Consumables are not covered by this Contract. Consumables include, but are not limited to, exhaust bellows; gasoline; lubricants; fluids; coolants; grease; filters; screens; hoses; engine mounts; water pumps and impellers; propellers; thermostats; diaphragms; primer bulbs; fuses; light bulbs; breaker points; distributor caps; rotors; internal carburetor/vapor separator/FSM parts such as needles, seats, floats and power valve; spark plugs; high tension spark plug wires; trim tabs and anodic protectors; belts; cosmetics such as paint, primers, and decals; breakdown of parts or components due to corrosion or material degradation or deterioration.

**OTHER:** Mercury Marine accepts no liability under this Contract for failure of a part, component, or system that is caused by improper diagnosis, or from improper repair procedures or workmanship on the part of the servicing dealer. Further, Mercury Marine is not liable for incidental or consequential damages to the watercraft powered by the covered Product which may occur during the repair procedures. Obligations are backed by the full faith and credit of the service contract provider’s parent, Brunswick Corporation. This plan is non-renewable.

*Any provision of this Agreement which in any way contravenes or is unenforceable under applicable law shall not apply and shall be deemed separable and not to be a part of this Agreement without affecting the validity of the remaining provisions.*

HELP OR ASSISTANCE?

If you have a question or require assistance relative to this Contract, please contact your selling dealer, any Authorized Mercury Marine Dealership, or call Mercury Product Protection at 1-888-427-5373  
E-mail: mpp.support@mercmarine.com

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