

# Cummins ENCOMPASS Parts And Labor Coverage Plan For Industrial Engines

## Coverage

Cummins ENCOMPASS Parts and Labor Plan for Industrial Engines (Plan) is available for all Engines marketed under the trademark "Cummins" or "Cummins ReCon®" and used in industrial applications anywhere in the world where Cummins approved service is available. The specific Engine covered is designated on the accompanying Certificate.

This Plan covers any failure of the Engine which results, under normal use and service, from a defect in Cummins material or factory workmanship (Covered Failure).

Coverage begins on the expiration of the Base Engine Warranty period and ends on the date or hours designated on the accompanying Certificate, **AS MEASURED FROM THE BASE ENGINE WARRANTY START DATE.**

## Cummins Responsibilities

Subject to a deductible charge described under Owner Responsibilities, Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Covered Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements and other maintenance items that are not reusable due to the Covered Failure.

Cummins will pay reasonable costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

## Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility and for all associated towing or travel charges. Service locations are listed on the Cummins Service Locator at [cummins.com](http://cummins.com).

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, passenger delays, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for communication expenses, meals, lodging, travel and similar costs incurred as a result of a Covered Failure.

Owner is responsible for the costs to investigate complaints, unless the complaint is determined to be due to a Covered Failure.

Owner is responsible for a \$100 (U.S. Dollars) deductible charge per service visit for all Engines of less than 3.9 liter displacement.

Owner is responsible for a \$200 (U.S. Dollars) deductible charge per service visit for all Engines of 3.9 liters and above but less than 19 liter displacement.

Owner is responsible for a \$300 (U.S. Dollars) deductible charge per service visit for all Engines of 19 liters or more displacement.

## Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

### Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013/2017/2021	max. 15 parts per million
EPA Tier 4 Interim / Final / Stage V in North America	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million

**Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:**

EU Stage IV 2011	max. 15 parts per million
EU Stage V	max. 10 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Cummins is not responsible for failures resulting from unauthorized modifications or alterations to the Engine or adjustments that substantially alter the Engine's operating characteristics. Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Plan.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of cooling, lubricating or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications to the Engine.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

This Plan does not apply to belts, hoses or accessories supplied by Cummins which bear the name of another company. This category includes, but is not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, Engine compression brakes and air compressors.

Coverage under this Plan expires after the first three years (two years for Engines with 19 liter displacement or larger) on Cummins accessories or maintenance components including, but not limited to: fuel injectors, injection and fuel pumps, STC hydraulic tappets, STC oil control valves, turbochargers, air compressors, fan clutches, water pumps, fan hubs, fan idler pulley assemblies, belt tensioners and vibration dampers.

Aftertreatment component failures are not covered by this Plan.

Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not supplied by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership. This Plan is also transferable to different geographic locations provided the new host Cummins Distributor is notified of the change in location within 90 days of the transfer.

Blowby is not covered under this Plan.

**CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.**

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**EXCEPT FOR THE APPLICABLE STANDARD WARRANTY, THE WARRANTY SET FORTH HEREIN IS THE SOLE WARRANTY MADE BY CUMMINS IN REGARD TO THE ENGINE. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

In the United States\* and Canada, this Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Outside the United States\* and Canada, in the case of consumer sales, in some countries the Owner has statutory rights which cannot be affected or limited by the terms of this Warranty.

Nothing in this Warranty excludes or restricts any contractual rights the Owner may have against third parties.

\* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage ID: ICX

Coverage ID: RR1



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