



CAREFREE CAR PROTECTION

MECHANICAL FAILURE SERVICE CONTRACT

A-100
04/98

VEHICLE INFORMATION

CONTRACT NUMBER		SERIAL NUMBER	
YEAR	MAKE	MODEL	CURRENT ODOMETER READING
ADDITIONAL EQUIPMENT (Check All That Apply) FOR PRICING PURPOSES ONLY		TURBO <input type="checkbox"/>	DIESEL <input type="checkbox"/> 4x4 <input type="checkbox"/>

DEALER INFORMATION

SELLING DEALER			DEALER #
DEALER ADDRESS	CITY	STATE	ZIP
LIENHOLDER		ADDRESS	
CONTRACT PRICE	DEALER SIGNATURE		PURCHASE DATE

SERVICE CONTRACT INFORMATION

TERM / MILEAGE COMBINATIONS		COVERAGE SELECTED	
12 MONTHS/12,000 MILES <input type="checkbox"/>	60 MONTHS/60,000 MILES <input type="checkbox"/>	POWERTRAIN <input type="checkbox"/> PTR	GOLD <input type="checkbox"/> PNG
24 MONTHS/24,000 MILES <input type="checkbox"/>		SILVER <input type="checkbox"/> PUG	PLATINUM <input type="checkbox"/> PNP
36 MONTHS/36,000 MILES <input type="checkbox"/>	72 MONTHS/75,000 MILES <input type="checkbox"/>	DEDUCTIBLE SELECTED	
48 MONTHS/48,000 MILES <input type="checkbox"/>	72 MONTHS/100,000 MILES <input type="checkbox"/>	\$50 <input type="checkbox"/> \$100 <input type="checkbox"/> \$250 <input type="checkbox"/>	
		OPTIONAL ROADHAZARD TIRE COVERAGE* <input type="checkbox"/> YES <input type="checkbox"/> NO <small>*(NOT AVAILABLE ON 4x4 VEHICLES)</small>	

CONTRACT HOLDER INFORMATION

FIRST NAME		LAST NAME	
ADDRESS	CITY	STATE	ZIP
(AREA CODE) TELEPHONE NUMBER	I understand that the purchase of this service contract is not required in order to obtain financing or to purchase this vehicle. I also understand that this contract has a standard \$100 deductible.		DATE
SIGNATURE		NOTICE TO CONTRACT HOLDER: You are required to obtain authorization prior to beginning any repairs covered by this contract.	

OPTIONAL CAR CARE SERVICE PLAN INFORMATION

SEE OWNERS MANUAL FOR COMPLETE LISTING OF FULL FACTORY RECOMMENDED SERVICES

PURCHASE DATE		I hereby acknowledge the purchase of Optional Car Care Service Plan	
		Signature _____	
TERM		SERVICE INTERVALS	
MONTHS		SERVICE DUE EVERY	
MILEAGE		MN3 MNP MN5 MNV	
MILES		3,000 MILES 3,750 MILES 5,000 MILES 7,500 MILES	
CAR CARE PURCHASE PRICE			

COPY 1 - FWS ♦ COPIES 2 & 3 - DEALER ♦ COPY 4 - LIENHOLDER ♦ COPY 5 - CUSTOMER

The following **BOLD** print appearing throughout this agreement has the following meanings: "**YOU**" and "**YOUR**" mean the customer named as contract holder above. "**WE**", "**US**" and "**OUR**" refer to Fidelity Warranty Services, Inc. ("FWS").

CONTRACT PERIOD. Coverage under this contract begins on the "Purchase Date" shown above and expires according to the term or mileage plan selected, whichever occurs first.

Plan expiration is measured in term/mileage from the "Purchase Date" and "current odometer reading".

CONTRACT COVERAGE. In the event of mechanical breakdown of a covered part, **WE** agree to make repairs or reimburse **YOU** for the cost of repair or replace covered parts listed below for each component, less applicable deductible, subject to the terms, conditions, and limitations herein. Mechanical breakdown means: (1) The failure of a covered part due to faulty workmanship or materials supplied by the original vehicle manufacturer or distributor; (2) The failure of a covered part due to a gradual reduction in operating performance as a result of normal wear and tear, prior to the vehicle reaching 50,000 miles. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction, or failure of any non-covered parts. If the breakdown is covered under any other warranty, service policy, recall, or repair adjustment ("Other Coverage"), **WE** will pay the difference, if any, between the payments due under this contract and the payments due under the Other Coverage. This contract is not an insurance policy, a warranty, or a guarantee.

ADMINISTERED BY:

FIDELITY WARRANTY SERVICES, INC.

P.O. BOX 8567 ♦ DEERFIELD BEACH, FLORIDA 33443

1-800-327-5172

Florida License No. 60026

C/S#3564

PLAN COVERAGE. There are four coverage plans (Powertrain, Silver, Gold and Platinum) described on this contract. The coverage plan that applies to **YOUR** vehicle is determined by which box has been checked on the front of this contract.

VEHICLE COMPONENT COVERAGE
POWERTRAIN COVERAGE

ENGINE

Engine block and cylinder heads and all internally lubricated parts including pistons, piston rings and pins; crankshaft, mainbearings, rods and rod bearings; camshaft and camshaft bearings; timing gears and timing chain or belt; rocker arms, shafts and bushings; valves and valve springs, guides and seats; pushrods and lifters; oil pump, intake manifold and exhaust manifold. Engine seals and gaskets, water pump, fuel pump and thermostat.

TRANSMISSION

Transmission case and all internally lubricated parts including the torque converter, valve body(s), governor, bands, steel plates, planetary and sun gears, synchros, bearings, supports and shafts, seals and gaskets. **(Standard transmission clutch assemblies and component parts are not covered.)**

FRONT-WHEEL DRIVE

Transaxle housing and all internal parts including ring and pinion gears, sun gear, planetary gear and internal bearings; seals and gaskets. **(Clutch and all clutch components are not covered.)**

FOUR-WHEEL DRIVE

Transfer case and all internal parts contained within the transfer case. Front differential housing and all internal parts, seals and gaskets.

REAR-WHEEL DRIVE

Differential housing and all internal parts including parts contained within the differential housing including the ring gear and pinion, gears and bearings if damaged by the failure of internally lubricated parts, seals and gaskets.

SILVER COVERAGE
(includes POWERTRAIN coverage plus the following additional parts)

ENGINE

Oil pan, valve and timing covers, turbocharger/supercharger assembly, engine mounts, balancer and flywheel.

TRANSMISSION

Vacuum modulator and transmission mounts.

FRONT-WHEEL DRIVE

Constant velocity joints, axles, wheel bearings.

REAR-WHEEL DRIVE

U-joints, propshafts, axle bearings.

STEERING

Tie rods, idler and pitman arms, center link, coupling, shafts, steering gear housing and all internal parts, power steering pump, valve body, rack and pinion housing, seals and gaskets.

BRAKES

Combination valve, calipers, wheel cylinders, master cylinder, brake booster assembly, hydraulic lines and fittings, seals and gaskets. **(ABS components not covered.)**

AIR CONDITIONER*

Accumulator, automatic temperature control, clutch assembly, pulley, condensor, compressor, evaporator, orifice, POA valve, seals and gaskets.

FRONT SUSPENSION

Ball joints, bearings and bushings, kingpin and bushings, stabilizer bar, bushings, upper and lower control arms, control arm shafts, struts, spindle, and spindle support.

ELECTRICAL

Windshield wiper motor, power window motor, power seat motor, headlight switch, wiper motor switch, mirror motor switch, stoplight switch, neutral safety switch, electronic ignition module, electronic instrument panel module, ignition coil, distributor modules, throttle position sensor, vehicle speed sensor, map sensor, knock sensor, barometric pressure sensor, alternator, starter motor, starter solenoid, and voltage regulator.

GOLD COVERAGE
(includes POWERTRAIN and SILVER coverage plus the following additional parts)

TRANSMISSION

Oil Pan.

AIR CONDITIONING*

Idler pulley and bearings, blower motor, receiver drier.

STEERING

Steering wheel tilt or telescoping mechanism, turn signal switch.

FRONT SUSPENSION

Coil or leaf springs, electronic level control components.

REAR SUSPENSION

Control arms, control arm shafts and bushings, upper and lower ball joints, struts, wheel bearings, spindle and spindle support, coil or leaf springs, electronic level control components, stabilizer bar and bushings.

BRAKES

ABS component parts.

ELECTRICAL

Engine distributor, cruise control components, ESC systems, electronic instrument clusters and driver information systems, burglar alarm or electronic entry systems, door lock actuators, power window switch, power lock switch, rear window defogger, horn and relay, electrical mirror motor, convertible top motor, sunroof motor, power antenna motor, electrical headlamp motor, power trunk/hatch release solenoid, window regulators, electronic control modules, crank angle sensors, automatic temperature control sensors, ride height sensors, oxygen (O2) sensor, OEM radio (excluding tape player and compact disc player).

COOLING

Radiator and coolant recovery tank, fan clutch, fan blades and motor, heater core and transmission cooler.

PLATINUM COVERAGE

Includes the Powertrain, Silver and Gold coverage plans plus ANY OTHER MECHANICAL BREAKDOWN except for those items listed in the sections "Exclusions From Coverage", and the section "Limits of Liability." All other terms and conditions of the contract remain unchanged.

***R12 AIR CONDITIONER CONVERSION (Silver, Gold and Platinum Coverage Only).**

WE will make, or reimburse **YOU** for the cost to make, the modifications necessary to convert **YOUR** A/C system to operate on R134A refrigerant when: (1) your A/C system has a covered failure requiring the addition of refrigerant and, (2) R12 refrigerant is no longer available to **US**. **WE** reserve the right to supply the parts to a servicing dealer or repair facility. These parts may be sent at no charge to the repair facility for installation on the contract holder's vehicle.

This modification is limited to replacement of parts which are not compatible with an alternate approved replacement refrigerant, such as R134A. **WE** are not responsible for costs incurred to upgrade or improve an R134A air conditioning system's efficiency to equal the same performance level of the R12 refrigerant system. (Replacement of the compressor, condensor, evaporator, to improve the system's cooling capacity is not covered by the contract). Should an alternate refrigerant be installed that is not approved by the manufacturer or FWS, WE are not responsible for costs to modify the system or repair system damage.

RENTAL CAR COVERAGE. YOU will be allowed up to \$30 per day for a maximum of five days for car rental expense incurred, if a covered mechanical breakdown renders YOUR vehicle inoperative and requires YOUR vehicle to be in a shop overnight for repairs. YOU are responsible for obtaining the rental car and rental car expense incurred must be from a licensed rental car agency or authorized dealer. WE will then reimburse YOU. Rental car reimbursement is not provided for parts delay, shop scheduling, or for work not covered by this contract. YOU must receive prior authorization for rental expenses. Rental reimbursement is limited to downtime repairs and ends on the date of repair completion.

TOWING COVERAGE. YOU will be allowed up to \$50 per covered mechanical breakdown for towing expense incurred if required due to such covered mechanical breakdown.

TRAVEL BREAKDOWN. In the event of a mechanical breakdown of a covered component, WE will reimburseYOU for food and lodging, commencing the day after the claim is reported to US, providing YOU are in excess of 100 miles from home. Such expense shall be limited to \$75 per calendar day and \$225 per occurrence. Reimbursement is limited to downtime repairs and ends at the time of repair completion.

FLUID COVERAGE. WE will pay for replacement of necessary fluids, oils, greases, lubricants and approved A/C gases that must be replaced in conjunction with a covered repair. **This coverage does not apply to shop supplies.**

OPTIONAL ROAD HAZARD TIRE COVERAGE. WE will pay to repair or replace a damaged tire if the tire damage is caused by road hazard. Road hazard is defined as debris on the road surface or road surface conditions such as potholes, cracks and breaks. Coverage applies only when the tire coverage box on the front of the contract is checked "YES". Coverage ends when the lowest tread depth reaches 3/32" or when this contract terminates, whichever comes first. OUR payment for tire replacement will be prorated for wear (for example, if the tire is 25% worn YOU will pay 25% of the price of the tire). This coverage will not pay for wear, tire balancing, tire defects, collision damage or vandalism. Also excluded from coverage is the tire stem, valve, wheel, attaching hardware, wheel cover, "space saver" style spare tire, and any tire on a four wheel drive vehicle. Benefits described under RENTAL CAR COVERAGE, TOWING COVERAGE and TRAVEL BREAKDOWN do not apply to tire coverage.

OPTIONAL CAR CARE SERVICE PLAN COVERAGE. If YOU select the Car Care Service Plan, coverage will be provided according to the term/mileage, service interval and service level selected by YOU as noted on the front of this contract. All services are fully detailed in YOUR coupon booklet which will be mailed to YOU. If YOUR booklet is not received within 45 days call FWS Customer Service at 1-800-443-9841.

Coverage is obtained by presenting the appropriate coupon for each service to a participating dealer. YOUR vehicle may need other services for YOUR driving conditions; refer to your Owner's Manual for recommended services and intervals.

DEDUCTIBLE AND UNCOVERED COSTS. For each repair visit, YOU will be responsible for the deductible amount selected byYOU, as shown on the front page of this contract, and for any other costs not covered by this contract. If no box is checked, the deductible will be \$100. IfYOU selected the \$50 deductible option and return to the selling dealer to have repairs made, the deductible will be waived. When a breakdown to a covered part occurs which is covered by a manufacturer's extended warranty, WE will reimburseYOU for the difference betweenOUR deductible and the manufacturer's deductible.

TRANSFER. YOU may transfer this contract to another owner but not to another vehicle. To transfer this contractYOU must mail the following four items to FWS within 30 days of transfer of vehicle ownership: (1) a completed Transfer Form (or a letter containing the name and address of the new owner and YOUR authorization to transfer); (2) a legible copy of the front page of this contract; (3) a check for \$40 payable to FWS, for the transfer fee; and (4) if Optional Car Care Service Plan is purchased, YOU must surrender all remaining Car Care Service plan coupons. A new coupon book will be sent to the new owner. This contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

CANCELLATION. This contract may be cancelled byYOU at any time. To cancel, YOU must return this contract to the dealer who sold it toYOU. If cancelled during the first 60 days, a 100 percent refund of the contract charge will be made less a \$50 administration fee. After 60 days, a pro-rata refund will be made based upon the greater of the used time or mileage, less a \$50 administrative fee. In the event of cancellation, YOU authorize the lienholder to receive any refund amounts. In the event of a total loss or repossession, lienholder is authorized to cancel this contract and lienholder will be named as sole payee for any refund amounts and all rights and interests under this contract will immediately transfer to the lienholder. This contract is non-cancellable by US except for fraud, material misrepresentation, or failure to pay the contract charge due. If Optional Car Care Service Plan is selected, no refund will be made without surrendering all unused coupons.

HOW TO MAKE A CLAIM: When repairs are required, if possible, return YOUR vehicle to the dealer that sold it toYOU. If YOU cannot return YOUR vehicle toYOUR selling dealer, YOU must telephone FWS at 1-800-327-5172 during normal working hours to receive instructions. IfYOU do not follow OUR instructions, WE are not obligated to reimburseYOU for the cost of any repairs. Authorization must be obtained from FWS prior to havingYOUR vehicle repaired. WE reserve the right to inspect any vehicle before authorization of any repairs. In order to make a claim under this contractYOU must:

1. Have YOUR vehicle serviced according to the maintenance schedule provided in the Manufacturer's Owner's Manual. YOU must keep original copies of all repair orders, invoices and receipts from the performed services and maintenance and present the originals at the time a claim is made;
2. Use all means to protectYOUR CAR FROM FURTHER DAMAGE IN THE EVENT OF A MECHANICAL BREAKDOWN. WITHOUT LIMITING THIS GENERAL RULE, SPECIFICALLYYOU MUST STOP THE VEHICLE IMMEDIATELY AND HAVE IT REPAIRED BEFORE DRIVING IT FURTHER;
3. Provide "teardown authorization" when requested byUS, so that the repair facility can provide an accurate diagnosis and estimate of repairs.
IMPORTANT: THIS CONTRACT DOES NOT PAY FOR DIAGNOSTIC CHARGES;
4. Submit a claim for reimbursement toUS along with all required documents within 30 days of authorization;
5. Retain all replaced parts untilYOUR claim is settled, asYOU may be required to submit these parts for inspection;
6. When applicable, surrender the appropriate Car Care Coupon to the Participating Dealer.

Failure to comply with the responsibilities outlined above may result in the denial ofYOUR claim. IfYOU have any questions which cannot be answered byYOUR selling dealer please contact FWS.

STATE AMENDMENTS If this contract is purchased in any of the following states, the applicable amendments will apply:

Alabama, Georgia, Kentucky, Indiana, Missouri, and Utah: **OUR** obligations under this service contract are insured by Courtesy Insurance company, 190 N.W. 12th Avenue, Deerfield Beach, FL 33442. **YOU** may file a claim with the insurance company directly. To do so, please call 1-800-298-8011.

Arkansas, Colorado, Idaho, Mississippi, Nebraska, New Hampshire, New York and Oklahoma: **OUR** obligations under this service contract are insured by Virginia Surety Company, Inc., 123 N. Wacker Drive, 24th Floor, Chicago, IL 60606. **YOU** may file a claim with the insurance company directly. To do so, please call 1-312-701-3700.

Alabama: If this contract is cancelled by **YOU** during the first ten days, no administration fee will be charged. If cancelled after ten days, the administration fee will be \$25. A 10% penalty will be applied to any refund that is not paid within 45 days of the return of this contract to **US**. If **WE** cancel, **WE** will give **YOU** at least five (5) days notice of cancellation and state the effective date and reason for cancellation.

Alaska: This service contract will provide coverage if **YOUR** vehicle is used for snow removal, provided it is properly equipped for such use and is not used commercially.

California: The cancellation administration fee shall not exceed 10% of the contract price or \$25, whichever is less.

Florida: The cancellation paragraph is amended as follows: This contract may be cancelled by **YOU** at anytime. To cancel, **YOU** must return this contract to the dealer who sold it to **YOU**. If cancelled during the first 60 days, a 100 percent refund of the contract price will be made less an administration fee of \$50 or 5 percent of the contract charge, whichever is less. After 60 days, a pro-rata refund will be made based upon the greater of the time or mileage expired, less an administration fee of \$50 or 10 percent of the unearned contract charge, whichever is less. After 60 days, **WE** cannot cancel this contract except for material misrepresentation or fraud at the time of sale, lack of proper maintenance or non-payment of contract charge, in which case **YOU** will be notified by certified mail. If **WE** cancel this contract, **WE** will return 100 percent of the paid unearned pro-rata contract charge. In the event of cancellation, **YOU** authorize the lienholder to receive any refund amounts. Upon total loss or repossession, all rights and interests under this contract will immediately transfer to the lienholder and the lienholder will be named sole payee for any refund amounts. If Optional Car Care Service Plan is selected, no refund will be made without surrendering all unused coupons.

Georgia: The cancellation paragraph is amended as follows: This contract may be cancelled by **YOU** at anytime. To cancel, **YOU** must return this contract to the dealer who sold it to **YOU**. If cancelled during the first 60 days, a 100 percent refund of the contract charge will be made. After 60 days, a pro-rata refund will be made based upon the greater of the time or mileage expired less an administration fee of \$50 or 10 percent of the unearned pro-rata contract charge, whichever is less. **WE** cannot cancel this contract except for material misrepresentation or fraud at the time of sale, or non-payment of contract charge, in which case **YOU** will be notified by certified mail. If **WE** cancel this contract, **WE** will return 100 percent of the paid unearned pro-rata contract charge. Refunds shall only be made to lienholders in the event **YOUR** contract purchase has been financed. In such event, **YOU** authorize the lienholder to receive any refund amounts. In the event of total loss or repossession, such lienholder is authorized to cancel this contract and lienholder will be named as sole payee for any refund amounts and all rights and interests under this contract will immediately transfer to the lienholder. In the event the issuer of this contract is unable to make a refund, **YOU** may file a claim directly with the insurer listed above. If Optional Car Care Service Plan is selected, no refund will be made without surrendering all unused coupons.

Idaho: Coverage afforded under this service contract is not guaranteed by the Idaho Insurance Guarantee Association.

Indiana: **YOUR** proof of payment to the issuing dealer for this service contract shall be considered proof of payment to the insurance company which guarantees **OUR** obligation to **YOU**, providing such insurance was in effect at the time **YOU** purchased this service contract.

Iowa: **OUR** obligations to **YOU** are guaranteed under the Contractual Liability Insurance Policy (Reimbursement Insurance Policy) issued by Virginia Surety Company, Inc. 123 N. Wacker Drive, Chicago, Illinois 60606. In the event **YOU** have any questions regarding **YOUR** Contract, **YOU** may contact Fidelity Warranty Services, Inc., P.O. Box 8567, Deerfield Beach, Florida 33443 or Virginia Surety. **YOU** may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor Lucas State Office Building, Des Moines, Iowa 50319.

Maryland: **OUR** obligations under this service contract are guaranteed by Courtesy Insurance Company, 190 N.W. 12th Avenue, Deerfield Beach, FL 33442. In the event **WE** fail to pay a valid claim or refund within 60 days after proof of loss has been filed, **YOU** are entitled to make a direct claim to Courtesy Insurance Company. Please call 1-800-298-8011 for instructions.

Massachusetts: NOTICE TO CONSUMER: THE COVERAGE **YOU** ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU** CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO **YOU** WITHOUT THIS CONTRACT.

Minnesota: The coverages listed below are provided to **YOU** by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

<u>Used vehicles with less than 36,000 miles at the time of sale</u>	<u>Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale</u>
Provides coverage for 60 days or 2,500 miles, whichever occurs first.	Provides coverage for 30 days or 1,000 miles, whichever occurs first.

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter.
Transmission: **Case;** Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts.
Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis.
Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinder; Hydraulic Lines and Fittings; and Disc Brake Calipers.
Steering: Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack.
Note: The following parts are covered only on vehicle with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above coverages are excluded from this service contract during the applicable warranty period, unless the dealer become unable to meet its obligations. **YOUR** rights and obligations are fully explained in the dealer issued used vehicle limited warranty document.

The **CANCELLATION** section is removed in its entirety and replaced with the following: This contract may be cancelled by **YOU** at any time. **YOU** must return this contract to the dealer who sold it to **YOU**. If cancelled during the first 60 days, a 100 percent refund of the contract charge will be made less a \$50 administration fee. After 60 days, a pro-rata refund will be made based upon the greater of the time or mileage expired, less a \$50 administration fee. In the event of cancellation, **YOU** authorize the lienholder to receive any refund amounts. In the event of a total loss or repossession, lienholder is authorized to cancel this contract and lienholder will be named as sole payee for any refund amounts and all rights and interests under this contract will immediately transfer to the lienholder. This contract is non-cancellable by **US** except for fraud or material misrepresentation in the submission of claims, or the failure to pay the contract charge. If Optional Car Care Service Plan is selected, no refund will be made without surrendering all unused coupons.

The *How To Make A Claim* section 4.) is removed in its entirety and replaced with the following: 4.) Submit a claim for reimbursement to **US** along with all required documents within 60 days of authorization.

If the manufacturer's recommended maintenance schedule is not provided to **YOU**, please contact FWS and an alternative maintenance schedule to be used in connection with this service contract will be provided.

Missouri: **WE** cannot cancel this Contract except for fraud, material misrepresentation or failure to pay for this Contract on **YOUR** part. **WE** will give **YOU** at least sixty (60) days notice of cancellation.

New Hampshire: The *How To Make A Claim* section is amended by the addition of the following: 7.) In the event of an emergency situation that occurs and FWS cannot be reached, the contract holder can proceed with repairs, but payment will be made in accordance with the other provisions of this contract.

WE cannot cancel this Contract except for fraud, material misrepresentation or failure to pay for this Contract on **YOUR** part. **WE** will give **YOU** at least sixty (60) days notice of cancellation. Cancellation and transfer fees are removed.

New York: If this contract is cancelled by **YOU** during the first ten days, no administration fee will be charged. A 10% penalty will be applied to any refund that is not paid within 30 days of the return of this contract to **US**. If **WE** cancel, **WE** will give **YOU** at least fifteen (15) days notice of cancellation and state the effective date and reason for cancellation.

North Carolina: The cancellation administration fee will be \$50 or 10% of the refund amount, whichever is less.

Oklahoma: A cancellation administration fee of \$50 or 10% of the refund amount, whichever is less, will be applied only if this contract is cancelled by **YOU**.

This service contract is not issued by the manufacturer or wholesale company marketing the product. This service contract will not be honored by such manufacturer or wholesale company.

Utah: Coverage afforded under this contract is not guaranteed by the Property and Casualty Guarantee Association.

Wisconsin: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

EXCLUSIONS FROM COVERAGE: This contract will not pay or reimburse **YOU** for:

1. Any loss, damage or expense caused by accidents, any alteration to the vehicle or the part, use of oversized tires or wheels, alteration to the vehicle not authorized by its manufacturer, the failure of any part not covered by this contract, accidental loss;
2. Any mechanical breakdown caused by accidents, collision, upset damage, falling objects, theft, larceny, explosion, lightning, earthquakes, fire, windstorms, hail, water, floods, subfreezing temperature, malicious mischief, vandalism, civil commotion, riots, wars;
3. The repair or replacement of a covered part by any manufacturer warranty or for any other coverage or other reason the manufacturer, importer, distributor, seller or repairer of the vehicle will repair or replace the part at its expense or at a reduced cost;
4. Any invoice presented to FWS for payment for services not performed as described at the time of authorization;
5. Any claim if **YOUR** vehicle's odometer has been altered, disconnected, inoperable, or actual mileage since purchase cannot be documented, or reasonably be estimated;
6. Any claim if **YOUR** vehicle is used for competitive driving or racing, police or emergency service, principally off-road use, snow removal, carriage of passengers for hire, commercial delivery, rental purposes, towing a trailer or another vehicle unless **YOUR** vehicle is equipped for this as recommended by the manufacturer;
7. Any mechanical breakdown caused by misuse, abuse, negligence, improper towing, lack of maintenance;
8. Any mechanical breakdown caused by contamination, overheating, lack of coolant or lubricants, lack of oil viscosity, sludge, restricted oil flow, salt, environmental damage, chemicals;
9. The need to repair or replace a covered part arising or resulting from the use of **YOUR** vehicle outside of the United States, its territories or possessions or Canada;
10. Hazardous waste disposal charges, storage or freight charges, adjustments; shop supplies, core charges, and correction of rattles/squeaks/wind noise/odors/water leaks;
11. Any consequential, secondary damages or unreasonable costs that **YOU** may suffer as a result of the need to repair or replace a part;
12. Liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of **YOUR** vehicle whether or not related to the covered parts;
13. Under Powertrain, Silver, and Gold coverages, any part that is not specifically listed as covered under the coverage selected;
14. Under Platinum Coverage, any of the following parts: brake linings, brake drums and rotors, disc brake pads, standard transmission clutch components, air bags, solar powered devices, hinges, glass, lenses, sealed beams, trim, moldings, door handles, lock cylinders, tires, batteries, light bulbs, upholstery, paint, bright metal, headbolts, freeze plugs, exhaust system, shock absorbers, rust and rust damage, audio, security or other systems not factory installed, work such as front-end alignment or wheel balancing, constant velocity joint boots, safety restraint systems, cellular phones, television/VCR, electronic transmitting devices, radar detectors, appliances, navigation/near object avoidance systems, vinyl and convertible tops;
15. Burnt valves, worn rings, the correction of oil consumption, any repairs for reduction in engine efficiency that must be performed on your vehicle;
16. Any maintenance on **YOUR** vehicle, unless Optional Car Care Service Plan is selected;
17. Any personal expenses (except where noted under Travel Breakdown) arising because **YOUR** vehicle is not available for **YOU** to use.
18. Damages caused to **YOUR** engine resulting from the ingestion of water through the engine air intake system (commonly referred to as water ingestion).

PAYMENTS: **YOUR** repairing dealer should perform authorized repairs covered under this contract without charge to **YOU** for such repairs. If the repairing dealer does charge **YOU** for authorized repairs covered under this contract, submit copies of all invoices and receipts pertaining to the authorized repairs along with a copy of the front page of this contract to: FWS, P.O. Box 8567, Deerfield Beach, Florida 33443.

OUR OPTIONS: FWS may pay for or reimburse for the repair or replacement of any part covered by this contract. Replacement parts utilized in covered repairs will be, at the discretion of FWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or FWS.

LIMITS OF LIABILITY: For any one repair visit, all benefits paid or payable shall not exceed the Actual Cash Value of **YOUR** vehicle at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during the term of this contract shall not exceed the price **YOU** paid for **YOUR** vehicle. The payment for or reimbursement for repair or replacement of covered parts and the benefit stated under RENTAL CAR COVERAGE, TOWING COVERAGE, TRAVEL BREAKDOWN, FLUID COVERAGE, OPTIONAL ROAD HAZARD TIRE COVERAGE, and OPTIONAL CAR CARE SERVICE PLAN are the only remedies available to a contract holder. **WE** assume no other obligation or responsibility with regard to the vehicle. **WE** neither assume, nor authorize anyone to assume for **US**, any additional liability.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED ABOVE ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY THE PURCHASER.
2. If it is not clear which term/mileage or coverage plan has been purchased, **YOU** should contact FWS or **YOUR** Selling Dealer.
3. This contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any provision of this contract will be binding against **US** unless it is in writing and signed by one of the authorized representatives at **OUR** home office.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.
6. **OUR** right to recover payment: If **WE** make any payment under this contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.