

MECHANICAL FAILURE SERVICE  
CONTRACT FOR NEW CARS

A-134  
03/97

VEHICLE INFORMATION

|                                                                          |      |                                |                                                              |
|--------------------------------------------------------------------------|------|--------------------------------|--------------------------------------------------------------|
| CONTRACT NUMBER                                                          |      | SERIAL NUMBER                  |                                                              |
| YEAR                                                                     | MAKE | MODEL                          | CURRENT ODOMETER READING                                     |
| ADDITIONAL EQUIPMENT (Check All That Apply)<br>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 |          | DATE |

SERVICE CONTRACT INFORMATION

|                                     | TERM / MILEAGE                                                                                                     | COVERAGE                          | OPTIONS                                             |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------------------------|
|                                     | 48 MONTHS <input type="checkbox"/> 48,000 MILES <input type="checkbox"/> OR 60,000 MILES <input type="checkbox"/>  | PLATINUM <input type="checkbox"/> | ZERO DEDUCTIBLE <input type="checkbox"/>            |
| PURCHASE DATE                       | 60 MONTHS <input type="checkbox"/> 60,000 MILES <input type="checkbox"/> OR 75,000 MILES <input type="checkbox"/>  | GOLD <input type="checkbox"/>     | \$250 DEDUCTIBLE <input type="checkbox"/>           |
| START DATE<br>SEE "CONTRACT PERIOD" | 72 MONTHS <input type="checkbox"/> 72,000 MILES <input type="checkbox"/> OR 100,000 MILES <input type="checkbox"/> | SILVER <input type="checkbox"/>   | ROAD HAZARD TIRE COVERAGE* <input type="checkbox"/> |

\*(NOT AVAILABLE ON 4x4 VEHICLES)

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 agreement. |      |

OPTIONAL CAR CARE SERVICE PLAN  
INFORMATION

SEE OWNERS MANUAL FOR COMPLETE LISTING OF  
FULL FACTORY RECOMMENDED SERVICES

I hereby acknowledge the purchase of Optional Car Care  
Service Plan

Signature \_\_\_\_\_

| PURCHASE DATE           | TERM / MILEAGE                                                           | SERVICE DUE EVERY<br>3,750 MILES | SERVICE DUE EVERY<br>7,500 MILES |
|-------------------------|--------------------------------------------------------------------------|----------------------------------|----------------------------------|
|                         | 36 MONTHS <input type="checkbox"/> 37,500 MILES <input type="checkbox"/> | PREMIUM <input type="checkbox"/> | VALUE <input type="checkbox"/>   |
|                         | 48 MONTHS <input type="checkbox"/> 52,500 MILES <input type="checkbox"/> | PREMIUM <input type="checkbox"/> | VALUE <input type="checkbox"/>   |
| CAR CARE PURCHASE PRICE | 60 MONTHS <input type="checkbox"/> 60,000 MILES <input type="checkbox"/> | PREMIUM <input type="checkbox"/> | VALUE <input type="checkbox"/>   |

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.** This contract begins on (1) the "purchase date" noted above if **YOUR** "current odometer reading" is 5,999 miles or less, or; (2) January 1 of **YOUR** vehicle's model year if the "current odometer reading" is 6,000 miles or greater. This contract also begins at odometer mile "0", not at the "current odometer reading" noted above. This contract expires at the earlier of the term/mileage box selected above.

**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, including the failure of those items listed by the vehicle's manufacturer to be periodically inspected and/or replaced prior to the vehicle reaching 50,000 miles. 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.

**PLAN COVERAGE.** There are three coverage plans (Silver, Gold and Platinum) described in this contract. The coverage plan that applies to **YOUR** vehicle is determined by which box has been checked above.

ADMINISTERED BY:

FIDELITY WARRANTY SERVICES, INC.

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

1-800-327-5172

FLORIDA LICENSE NO. 60026

C/S#0000

NEW VEHICLE COMPONENT COVERAGE

SILVER COVERAGE PLAN

**ENGINE**  
Engine block and cylinder heads and internal parts including pistons, piston rings and pins; crankshaft, mainbearings, rods and rod bearings; camshaft(s) 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 and exhaust manifolds; engine mounts, balancer and flywheel. Engine seals and gaskets, water pump.

**FUEL**  
Fuel supply pump, return lines, fuel pressure regulator.

**AIR CONDITIONING\***  
Condensor, compressor, evaporator core, seals and gaskets.

**AUTOMATIC TRANSMISSION/TRANSAXLE**  
Automatic transmission case and all internal parts including torque converter, ring and pinion gears, sun gear, planetary gear and internal bearings and seals and gaskets.

**MANUAL TRANSMISSION/TRANSAXLE**  
Manual transmission/transaxle housing and all internal parts including ring and pinion gears, sun gear, planetary gear, synchros, shift rails, internal bearings; seals and gaskets (Clutch and all clutch components are not covered).

**STEERING**  
Steering gear housing and internal parts; rack and pinion housing and internal parts; power steering pump, seals and gaskets.

**SUSPENSION (Front and Rear)**  
Control arms, shafts and bushings; upper and lower ball joints; struts, wheel bearings, spindle and spindle support.

**DRIVE AXLE**  
Parts contained within front or rear differential/axle housings and transfer case and internal parts including drive shafts, axle shafts, bearings, u-joints and constant velocity joints; seals and gaskets.

**BRAKES**  
Master cylinder and booster; compensator or proportioning valve; brake lines, ABS component parts.

**ELECTRICAL**  
Generator or alternator, voltage regulator; starter motor, solenoid and drive; wiper, window and seat motors; engine distributor and module.

GOLD COVERAGE PLAN

(includes Silver coverage plus the following additional parts)

**ENGINE**  
Oil pan, valve and timing covers, turbocharger/supercharger assembly.

**FUEL**  
Level sending unit, fuel injectors, injection pump, fuel injection control components.

**AIR CONDITIONING\***  
Orifice, POA valve, idler pulley and bearings, blower motor, accumulator and receiver drier.

**AUTOMATIC TRANSMISSION/TRANSAXLE**  
Oil pan, transmission mounts and modulators.

**MANUAL TRANSMISSION/TRANSAXLE**  
Oil pan and transmission mounts.

**STEERING**  
Tie rods, idler and pitman arms, center link, coupling and shafts, steering wheel tilt or telescoping mechanism, turn signal switch.

**SUSPENSION (Front and Rear)**  
Coil or leaf springs; electronic level control components, stabilizer bar and bushings.

**BRAKES**  
Calipers and wheel cylinders; parking brake cable.

**ELECTRICAL**  
Cruise control components; ESC systems; electronic instrument clusters and driver information systems, burglar alarm or electronic entry systems; door lock actuators; mirror motor switch, power window switch, power lock switch, headlight switch, brake light 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; ignition coil; electronic control modules, crank angle sensor, automatic temperature control sensor, ride height sensor, oxygen (O2) sensor, map sensor, throttle position sensor, vehicle speed sensor, knock sensor, barometric pressure 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 PLAN

Includes the 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.

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**\*R12 AIR CONDITIONER CONVERSION**  
**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 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.

P P P P P P P P P P

**RENTAL CAR COVERAGE**  
**SILVER - YOU will be allowed up to \$20 per day for a maximum of five days**  
**GOLD - YOU will be allowed up to \$25 per day for a maximum of ten days**  
**PLATINUM - YOU will be allowed up to \$25 per day for a maximum of ten 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. Rental car expense incurred must be from a licensed rental car agency or authorized dealer. 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**  
**SILVER - YOU will be allowed up to \$35 per covered mechanical breakdown**  
**GOLD - YOU will be allowed up to \$50 per covered mechanical breakdown**  
**PLATINUM - YOU will be allowed up to \$75 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 reimburse **YOU** 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 on the date of repair completion. (This coverage is not available in California or Utah.)

**FLUIDS AND THERMOSTAT 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.** In addition, **WE** will pay for the mechanical failure of **YOUR** vehicle's thermostat.

**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 tire 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 and is limited to the original set of tires installed by the manufacturer or distributor. 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.

TRANSFER

This contract can be transferred to another owner but not to another vehicle. To transfer this contract YOU must mail the following four items to FWS: (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.

DEDUCTIBLE AND UNCOVERED COSTS

For each repair visit, YOU will be responsible for the first \$100 of the cost of covered repairs, (standard deductible) and for any other costs not covered by this contract. If YOU have selected the \$250 deductible option, YOU will be responsible for the first \$250 of the cost of covered repairs, and for any other costs not covered by this contract. If YOU have selected the zero deductible option, YOU will be responsible only for any other costs not covered by this contract. When a breakdown to a covered part occurs which is covered by a manufacturer's extended warranty, WE will reimburse YOU for the difference between OUR deductible and the manufacturer's deductible.

CANCELLATION

This contract may be cancelled by YOU at any time. 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 a \$30 administration fee. After 60 days, a pro-rata refund will be made based upon the greater of the used time or mileage, less a \$30 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 premium due. In the event the issuer of the contract is unable to make a refund, YOU may file a claim directly with the insurer listed under INSURANCE. If Optional Car Care Service Plan is selected, no refund will be made without surrendering all unused coupons.

OPTIONAL CAR CARE SERVICE PLAN COVERAGE

WE will pay a participating Dealer for prescribed services, subject to the terms, conditions, and limitations herein.

36 MONTHS; 37,500 MILES - PREMIUM PLAN - SERVICE D PERFORMED: 3,750 miles, 7,500 miles, 11,250 miles, 18,750 miles, 22,500 miles, 26,250 miles, 33,750 miles, and 37,500 miles. SERVICE E PERFORMED: 15,000 miles and 30,000 miles.

36 MONTHS; 37,500 MILES - VALUE PLAN - SERVICE D PERFORMED: 7,500 miles, 22,500 miles, and 37,500 miles. SERVICE E PERFORMED: 15,000 miles and 30,000 miles.

48 MONTHS; 52,500 MILES - PREMIUM PLAN - SERVICE D PERFORMED: 3,750 miles, 7,500 miles, 11,250 miles, 18,750 miles, 22,500 miles 26,250 miles, 33,750 miles, 37,500 miles, 41,250, miles, 48,750 miles and 52,500 miles. SERVICE E PERFORMED: 15,000 miles and 30,000 miles. SERVICE F PERFORMED: 45,000 miles.

48 MONTHS; 52,500 MILES - VALUE PLAN - SERVICE D PERFORMED: 7,500 miles, 22,500 miles, 37,500 miles and 52,500 miles. SERVICE E PERFORMED: 15,000 miles and 30,000 miles. SERVICE F PERFORMED: 45,000 miles.

60 MONTHS; 60,000 MILES - PREMIUM PLAN - SERVICE D PERFORMED: 3,750 miles, 7,500 miles, 11,250 miles, 18,750 miles, 22,500 miles, 26,250 miles, 33,750 miles, 37,500 miles, 41,250 miles, 48,750 miles, 52,500 miles, and 56,250 miles. SERVICE E PERFORMED: 15,000 miles, 30,000 miles and 60,000 miles. SERVICE F PERFORMED: 45,000 miles.

60 MONTHS; 60,000 MILES - VALUE PLAN - SERVICE D PERFORMED: 7,500 miles, 22,500 miles, 37,500 miles, and 52,500 miles. SERVICE E PERFORMED: 15,000 miles, 30,000 miles and 60,000 miles. SERVICE F PERFORMED: 45,000 miles.

D, E and F Services are described as follows: Service D - oil change with oil filter replacement and chassis lubrication. Service E - Service D plus addition of fuel injection/ carburetor cleaner and Fifteen (15) Point Inspection; and Service F - Service E plus coolant renewal. The Fifteen Point Inspection includes: inspect operation of A/C system, horn, wiper blades, brake lights, emergency brake, taillights, turn signals and headlights; inspect condition of visible belts, exhaust system, air filter, hoses and tires; check tire pressure and brake fluid level.

Coverage is obtained by presenting the appropriate coupon for each service to a participating dealer. YOUR coupon book will be mailed to YOU. If YOU do not receive it within 45 days call FWS at 1-800-327-5172.

STATE AMENDMENTS

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

Arkansas:

This is not an insurance policy, however, OUR obligations under the Service Contract Coverage section of this contract are guaranteed by Virginia Surety Company, Inc., 123 North Wacker Drive, 24th Floor, Chicago, Illinois 60606. In the event the dealer ceases to operate, is bankrupt or YOUR claim is not paid within 30 days after proof of loss, YOU may file a claim directly with the insurance company. To do so, please call 1-800-327-5172 for instructions.

Florida: The cancellation paragraph is amended as follows: This contract may be cancelled by YOU at any time. 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 a fee of 5 percent of the gross premium. After 60 days, a pro-rata refund will be made based upon the greater of the used time or mileage less a fee of 10 percent of the unearned pro-rata premium. In the event YOUR contract purchase has been financed by General Motors Acceptance Corporation, YOUR cancel fee will be the lesser of \$30 or 10 percent of the retail refund. 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 premium, or if YOUR vehicle's odometer has been tampered with, 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 premium. In the event of cancellation, YOU authorize the lienholder to receive any refund amounts. In the event of 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. 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 price will be made. After 60 days, a pro-rata refund will be made based upon the greater of the used time or mileage less a fee of 10 percent of the unearned pro-rata contract charge. In the event YOUR contract purchase has been financed by General Motors Acceptance Corporation, YOUR cancellation will be 90 percent of the unearned pro-rata agreement charge. However, the retained contract charge shall not exceed \$50. 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 below. If Optional Car Care Service Plan is selected, no refund will be made without surrendering all unused coupons.

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 for instructions.

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.

Kentucky/Maryland:

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 for instructions.

Mississippi:

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 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.

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.

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 for instructions.

Rhode Island:

In the event of a disputed claim, the contract holder may contact the Virginia Surety Company, Inc., 123 N. Wacker Drive, 24th Floor, Chicago, IL 60606.

Utah:

Coverage is limited to a maximum of \$2,000 per claim occurrence.

Wisconsin:

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

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 for instructions.

**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 future 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, 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;
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 adjustments;
11. Any consequential, secondary damages or unreasonable costs that **YOU** may suffer as a result of the need to repair or the replacement of 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. Some examples of parts not covered are, but are not limited to: brake linings, brake drums and rotors, disc brake pads, standard transmission clutch components, shop supplies, 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, 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;
14. Burnt valves, worn rings, the correction of oil consumption, any repairs for reduction in engine efficiency that must be performed on **YOUR** vehicle;
15. Vehicle components, such as hoses, belts, boots after 50,000 miles, that are items listed by the manufacturer to be periodically inspected and/or replaced based on time and usage. These items have a limited life expectancy. When the condition indicates a parts replacement is required, the part is not considered defective by the manufacturer.
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).

**HOW TO MAKE A CLAIM:** When repairs are required, if possible, return **YOUR** vehicle to the dealer that sold it to **YOU**. If **YOU** cannot return **YOUR** vehicle to **YOUR** selling dealer, **YOU** must telephone FWS at 1-800-327-5172 during normal working hours to receive instructions. If **YOU** do not follow **OUR** instructions, **WE** are not obligated to reimburse **YOU** for the cost of any repairs. Authorization must be obtained from FWS prior to having **YOUR** vehicle repaired. **WE** reserve the right to inspect any vehicle before authorization of any repairs. In order to make a claim under this contract **YOU** 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 protect **YOUR CAR FROM FURTHER DAMAGE IN THE EVENT OF A MECHANICAL BREAKDOWN. WITHOUT LIMITING THIS GENERAL RULE, SPECIFICALLY YOU MUST STOP THE VEHICLE IMMEDIATELY AND HAVE IT REPAIRED BEFORE DRIVING IT FURTHER;**
3. Provide "teardown authorization" when requested by **US**, 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 to **US** along with all required documents within 30 days of authorization;
5. Retain all replaced parts until **YOUR** claim is settled, as **YOU** may be required to submit these parts for inspection;
6. Surrender the appropriate Car Care Coupon to the Participating Dealer.

Failure to comply with the responsibilities outlined above may result in the denial of **YOUR** claim. If **YOU** have any questions which cannot be answered by **YOUR** selling dealer please contact FWS.

**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 will be of like kind and quality that existed in the vehicle at the instant prior to the most recent loss.

**LIMITS OF LIABILITY:** The aggregate total of all benefits paid or payable during the term of this contract shall not exceed, and no additional payment will be made, beyond the fair market value of the vehicle at the instant prior to the most recent loss. The payment for or reimbursement for repair or replacement of covered parts and the benefit stated under RENTAL CAR COVERAGE, TOWING COVERAGE, TRAVEL BREAKDOWN, OPTIONAL ROAD HAZARD TIRE COVERAGE, FLUIDS AND THERMOSTAT 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.