



CAREFREE CAR PROTECTION®

MECHANICAL FAILURE SERVICE CONTRACT

A-100
04/01

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	CONTRACTUAL LIABILITY POLICY #: CL-02-091/NT-AO-00001		DEALER #
DEALER ADDRESS	CITY	STATE	ZIP
LIENHOLDER	ADDRESS		
DEALER SIGNATURE			

SERVICE CONTRACT INFORMATION*

TERM/MILEAGE SELECTED		COVERAGE SELECTED	
12 MONTHS/12,000 MILES <input type="checkbox"/>	60 MONTHS/60,000 MILES <input type="checkbox"/>	POWERTRAIN (PTR) <input type="checkbox"/>	GOLD (PNG) <input type="checkbox"/>
24 MONTHS/24,000 MILES <input type="checkbox"/>	72 MONTHS/75,000 MILES <input type="checkbox"/>	SILVER (PUG) <input type="checkbox"/>	PLATINUM (PNP) <input type="checkbox"/>
36 MONTHS/36,000 MILES <input type="checkbox"/>	72 MONTHS/100,000 MILES <input type="checkbox"/>	DEDUCTIBLE SELECTED	
48 MONTHS/48,000 MILES <input type="checkbox"/>		\$50** (ZRF) <input type="checkbox"/>	\$100 <input type="checkbox"/> \$250 (ZTF) <input type="checkbox"/>
** WAIVED IF REPAIRS ARE MADE AT SELLING DEALER			
		OPTIONAL ROAD HAZARD TIRE COVERAGE*** (HTC) <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
		*** (NOT AVAILABLE ON 4x4 VEHICLES)	
SERVICE CONTRACT PRICE		PURCHASE DATE	

*THIS SERVICE CONTRACT MAY PROVIDE CERTAIN COVERAGES WHICH ALREADY MAY BE INCLUDED IN ANY APPLICABLE MANUFACTURER'S WARRANTY.

SERVICE CONTRACT HOLDER INFORMATION

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

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	CAR CARE PURCHASE PRICE	SERVICE INTERVALS - SERVICE DUE EVERY:			
		3,000 MILES MN3	3,750 MILES MNP	5,000 MILES MN5	7,500 MILES MNV
TERM AND MILEAGE (MONTHS / MILES)		24/30,000 <input type="checkbox"/>		24/30,000 <input type="checkbox"/>	
CHECK ONE		36/36,000 <input type="checkbox"/>	36/37,500 <input type="checkbox"/>	36/35,000 <input type="checkbox"/>	36/37,500 <input type="checkbox"/>
		36/45,000 <input type="checkbox"/>		36/45,000 <input type="checkbox"/>	
		48/48,000 <input type="checkbox"/>	48/52,500 <input type="checkbox"/>	48/50,000 <input type="checkbox"/>	48/52,500 <input type="checkbox"/>
		60/60,000 <input type="checkbox"/>	60/60,000 <input type="checkbox"/>	60/60,000 <input type="checkbox"/>	60/60,000 <input type="checkbox"/>

☐ Washington Residents Only: By initialing this box, YOU acknowledge YOU have reviewed with Selling Dealer the sections of this Service Contract titled: SERVICE CONTRACT COVERAGE, VEHICLE COVERED PARTS, SERVICE CONTRACT PERIOD, EXCLUSIONS FROM COVERAGE, HOW TO MAKE A CLAIM, CANCELLATION, DEDUCTIBLE AND UNCOVERED COSTS and IMPLIED WARRANTY.

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

SERVICE COMPANY AND ADMINISTRATOR:

FIDELITY WARRANTY SERVICES, INC.
P.O. BOX 8567 ♦ DEERFIELD BEACH, FLORIDA 33443
1-800-327-5172
Florida License No. 60026

C/S# 4709

The following **BOLD** print appearing throughout this Service Contract has the following meanings: "**YOU**" and "**YOUR**" mean the customer named as Service Contract Holder on the front of this Service Contract. "**WE**", "**US**" and "**OUR**" refer to Fidelity Warranty Services, Inc. ("FWS").

SERVICE CONTRACT PERIOD: Coverage under this Service Contract begins on the "Purchase Date" shown on the front of this Service Contract 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".

SERVICE CONTRACT COVERAGE: In the event of Mechanical Breakdown of a Covered Part, **WE** agree to make repairs or reimburse **YOU** for the cost of parts and labor, to repair or replace a Covered Part, 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 MECHANICAL 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 SERVICE CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.** This Service Contract is not an insurance policy, a warranty, or a guarantee.

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

VEHICLE COVERED PARTS:

ENGINE: Engine block and cylinder heads and all internally lubricated parts including pistons, piston rings, pins and cylinder sleeves; crankshaft, pulley, mainbearings, caps and bolts; connecting rods, rod bearings, caps and bolts; camshaft(s), camshaft bearings, buttons and plugs; timing gears, chain or belt; rocker arms, rocker arm pivots, shafts and bushings; intake and exhaust valves, springs, guides, adjusters, retainers and seats; pushrods and lifters; intake manifold; exhaust manifolds; balance shaft; water pump; fuel pump; thermostat; oil pump, cover, gears, pressure relief valve and screen; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; seals and gaskets.

TRANSMISSION/TRANSAXLE: Transmission/Transaxle case and all internally lubricated parts including ring and pinion gears; oil pump, cover, gears, housing and vanes; torque converter; valve body(s); throttle valve; valve pack; governor, gear and cover; parking gear and pawl; roll pins; sprags; sprockets; chain; springs;

POWERTRAIN COVERAGE

stator and shaft; pressure regulator valve; pressure switches; solenoids; bands; automatic transmission/transaxle clutch, drums, pistons and steel plates; planetary and sun gears; servos and rings; blockers; synchronizer hubs and keys; bearings; bushings; supports and shafts; control rings; yoke; extension housing; speedometer drive gears; accumulators and rings; adjusters; all internal fasteners, nuts and bolts; shift cover and forks; separate bell housing; seals and gaskets. **(STANDARD TRANSMISSION CLUTCH ASSEMBLIES AND ALL COMPONENT PARTS ARE NOT COVERED.)**

DRIVE AXLE: Differential/axle housing(s) and all internal parts contained within the differential/axle housing(s) including the axle flange; ring and pinion gear/carrier assembly; spider gears and bearings; pins; retainers; positraction clutches, plates and springs; cover. Transfer case and all internal parts contained within the transfer case. Seals and gaskets.

SILVER COVERAGE

(includes POWERTRAIN coverage plus the following additional parts)

ENGINE: Oil pan; valve, timing and side covers; thermostat housing; water pump pulley; turbocharger/supercharger assembly including boost valve and wastegate; engine mounts; harmonic balancer; flexplate/flywheel and ring gear.

TRANSMISSION: Detent cable; kickdown link; TVI/throttle cable; vacuum modulator; transmission mounts.

DRIVE AXLE: Constant velocity joints; slip joint; front wheel drive axles/halfshafts and wheel bearings; u-joints; couplings; flex disc; propshafts; center support bearings.

STEERING: Steering gear housing and internal parts including control rings, valves, pinion shaft, pitman shaft, worm shaft and gear, sector shaft, bearings, adjusters; rack and pinion housing and internal parts including control valve, rack bellows, mounts, rack shaft and yoke, spool valve, bearings; power steering pump and internal parts including housing, reservoir, shaft and vanes, and mounting brackets; tie rods, idler and pitman arms, center/drag link, coupling and shafts; cooler lines; seals and gaskets.

BRAKES: Master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines and fittings; compensator or proportioning valve and metering valve; calipers, piston, seal and dust boot; wheel cylinders, cups, seals, spring and dust boots; backing plate; brake adjusters; brake pedal and apply pin, pedal lever and pedal pivot; parking brake cable; ABS component parts including control proces-

sor/module, pump, dump valve, wheel speed sensors, solenoids, accumulator, pressure differential switch; seals and gaskets.

AIR CONDITIONER: Condensor; compressor; evaporator; orifice/expansion/POA valve; accumulator and receiver drier; automatic temperature control programmer; clutch assembly including coil, disc and pulley; control cables; cutoff switch; serpentine belt tensioner, bearing and pulley; seals and gaskets.

FRONT SUSPENSION: Upper and Lower control arms, shafts and bushings; struts, housing and cartridge; spindle/steering knuckle and spindle support; wheel bearings; ball joints and bushings; kingpin and bushings; stabilizer bar, links and bushings; torsion bar and mounts/bushings; track bar, links and bushings.

ELECTRICAL: Alternator housing and all internal parts including bearings, bushings, brushes, rectifier bridge, diodes, field coil and rotor; alternator mounting bracket; voltage regulator; starter motor housing and all internal parts including bushings, brushes, field windings, starter drive and solenoid; front and rear wiper motor and linkage; power window motor; power seat motor; headlight switch; wiper motor switch; mirror motor switch; stoplight switch; neutral safety switch; glove box light switch; courtesy light switch; cooling fan relay; air control solenoid; air regulator valve; EFE heater; JAC motor; electronic ignition module; electronic instrument panel module; ignition coil; distributor modules; throttle position sensor; vehicle speed sensor; map sensor; knock sensor and barometric pressure sensor.

GOLD COVERAGE

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

TRANSMISSION/TRANSAXLE: Oil pan

COOLING: Radiator, mounting brackets and coolant recovery tank; fan clutch, fan blades and motor; fan shroud; heater core;; transmission cooler.

FUEL: Fuel return lines; fuel pressure regulator; level sending unit; fuel injectors and seals; injection pump; fuel injection control components including mixture control processor, throttle body assembly and cutoff valve; metal fuel lines; tank; tank door latch; tank filler neck and o-ring.

AIR CONDITIONING: Compressor mounting brackets; idler pulley and bearings; air conditioning/heater blower motor.

STEERING: Steering wheel tilt or telescoping mechanism.

FRONT SUSPENSION: Coil or leaf springs, seats or bushings, leaf spring shackles; electronic level control components including pump, accumulator, lines, bags.

REAR SUSPENSION: Upper and Lower control arms, shafts and bushings; upper and lower ball joints; struts, housing and cartridge; wheel bearings; spindle/

steering knuckle and spindle support; coil or leaf springs, seats or bushings, leaf spring shackles; track bars, links and bushings; electronic level control components including pump, accumulator, lines, bags; stabilizer bar, links and bushings.

ELECTRICAL: Engine distributor including shaft, gear, bushings and module; cruise control components including module, servo, cables, engagement switch; ESC systems; electronic instrument clusters and driver information systems including speedometer, odometer, tachometer and all gauges, warning indicators; burglar alarm or electronic entry systems including remote entry receiver, sender and module; door lock actuators; mirror motor switch; power window switch; power lock switch; turn signal switch; brake light switch; rear window defogger; horn and relay; convertible top motor; sunroof motor; power antenna motor; electrical headlamp motor; power trunk/hatch release solenoid; front and rear window regulators; electronic control modules; crank angle sensor; automatic temperature control sensor; ride height sensor and relay; oxygen (O2) sensor; mass air flow sensor; coolant temperature sensor; OEM radio **(EXCLUDING TAPE PLAYER AND COMPACT DISC PLAYER).**

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 this Service 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 Service 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 THIS SERVICE 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 \$35 per day for a maximum of 10 days for car rental expense incurred, if required due to a covered Mechanical Breakdown. 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 SERVICE 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 \$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 Part, 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 \$375 per occurrence. Reimbursement is limited to downtime repairs and ends at the time of repair completion.

DIAGNOSTICS COVERAGE: WE will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered repair, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**

RELATED DAMAGE COVERAGE: WE will pay for the replacement of brake pads, belts and hoses that are damaged and require replacement as a direct result of a covered Mechanical Breakdown. This coverage includes disc brake rotor or brake drum resurfacing required as a direct result of a covered Mechanical Breakdown.

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 Road Hazard Tire Coverage box on the front of this Service Contract is checked "YES". Coverage ends when the lowest tread depth reaches 3/32" or when this Service Contract terminates, whichever comes first. **OUR** payment for tire replacement will be pro-rated 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 ROAD HAZARD 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 Service 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 by YOU, as shown on the front page of this Service Contract, and for any other costs not covered by this Service Contract. If no box is checked, the deductible will be \$100. If YOU 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 reimburse YOU for the difference between OUR deductible and the manufacturer's deductible. If the same Covered Part previously repaired under this Service Contract fails again, the deductible will be waived.

TRANSFER: YOU may transfer this Service Contract to another owner but not to another vehicle. To transfer this Service Contract YOU must mail the following four (4) 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 Service 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 Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

CANCELLATION: This Service Contract may be cancelled by YOU at any time. To cancel, YOU must return this Service Contract to YOUR Selling Dealer. If YOU cancel during the first 60 days, a 100 percent refund of the Service Contract Price 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 Service Contract and Lienholder will be named as sole payee for any refund amounts and all rights and interests under this Service Contract will immediately transfer to the Lienholder. This Service Contract is non-cancellable by US except for fraud, material misrepresentation, or failure to pay the Service Contract Price. 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 YOUR Selling Dealer. 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 Service 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;
4. In the event of an emergency situation that occurs and FWS cannot be reached, the Service Contract Holder can proceed with repairs, but payment will be in accordance with the other provisions of this Service Contract;
5. Submit a claim for reimbursement to US along with all required documents within 30 days of authorization;
6. Retain all replaced parts until YOUR claim is settled, as YOU may be required to submit these parts for inspection;
7. 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 of YOUR claim. If YOU have any questions which cannot be answered by YOUR Selling Dealer please contact FWS.

EXCLUSIONS FROM COVERAGE: THIS SERVICE 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 SERVICE 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, SINCE THE PURCHASE DATE, HAS BEEN ALTERED, DISCONNECTED, INOPERABLE, OR ACTUAL MILEAGE 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 Service Contract without charge to YOU for such repairs. If the Repairing Dealer does charge YOU for authorized repairs covered under this Service Contract, submit copies of all invoices and receipts pertaining to the authorized repairs along with a copy of the front page of this Service Contract to: FWS, P.O. Box 8567, Deerfield Beach, Florida 33443.

OUR OPTIONS: FWS will pay the repair facility directly or reimburse YOU for the repair or replacement of any part covered by this Service 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 Service 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 Service 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.

INSURANCE: OUR obligations under this Service Contract are insured by Courtesy Insurance Company, 500 N.W. 12th Avenue, Deerfield Beach, FL 33442. The policy number is identified in the Contractual Liability Policy # box located under Dealer Information on the front page of this Service Contract. YOU are entitled to make a direct claim to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions.

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 **YOUR** Selling Dealer or **US**.
3. This Service 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 Service 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 Service 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.

STATE AMENDMENTS: If this Service Contract is purchased in any of the following states, the following additional provisions will apply:

ALABAMA, CALIFORNIA, GEORGIA, HAWAII, NEW YORK, SOUTH CAROLINA, TEXAS, VERMONT, WASHINGTON, WYOMING: If this Service Contract is cancelled by **YOU** during the first 60 days, no administration fee will be charged.

ALABAMA: If cancelled after 60 days, the administration fee will be \$25. A 10 percent penalty will be applied to any refund that is not paid within 45 days of the return of this Service 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.

ARIZONA: This Service Contract may be cancelled by **YOU** at anytime. To cancel, **YOU** must return this Service Contract to either **YOUR** Selling Dealer or the Administrator. In the event **WE** fail to pay a valid claim or refund within 30 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.

CALIFORNIA: If cancelled 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 \$25 or 10 percent of the unearned pro-rata Service Contract Price, whichever is less.

FLORIDA: The cancellation paragraph is amended as follows: This Service Contract may be cancelled by **YOU** at anytime. To cancel, **YOU** must return this Service Contract to **YOUR** Selling Dealer. If **YOU** cancel during the first 60 days, a 100 percent refund of the Service Contract Price will be made less a fee of \$50 or 5 percent of the Service Contract Price, whichever is less. After 60 days, a pro-rata refund will be made based upon the greater of the time or mileage expired, less a fee of \$50 or 10 percent of the unearned Service Contract Price, whichever is less. After 60 days, **WE** cannot cancel this Service Contract except for material misrepresentation or fraud at the time of sale, lack of proper maintenance or non-payment of Service Contract Price, in which case **YOU** will be notified by certified mail. If **WE** cancel this Service Contract, **WE** will return 100 percent of the paid unearned pro-rata Service Contract Price. 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 Service 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: If cancelled 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 Service Contract Price, whichever is less. If **WE** cancel, **YOU** will be notified by certified mail stating the time when the cancellation will be effective, which shall not be less than 30 days from the date of mailing. The cancellation shall conform to the requirements of Georgia Code Section 33-24-44. After 60 days, **WE** cannot cancel this Service Contract except for fraud, material misrepresentation, or non-payment of the Service Contract Price. In the event the issuer of this Service Contract is unable to make a refund, **YOU** may file a claim directly with the insurer listed in this Service Contract.

HAWAII: If cancelled 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. A 10 percent penalty per month will be applied to any refund not paid or credited within 45 days after return of this Service Contract to **US**. The right to cancel this Service Contract in the first 60 days and receive a 100 percent refund of the Service Contract Price is not transferable and only applies to the original Service Contract Holder. If **WE** cancel for any reason other than: 1.) nonpayment of the Service Contract Price; 2.) any material misrepresentation made by **YOU** or on **YOUR** behalf; or, 3.) any substantial breach of contractual duties by **YOU**, **WE** will provide **YOU** with written notice of cancellation at least five (5) days prior to the effective date of cancellation.

IDAHO: Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS and NORTH CAROLINA: The cancellation administration fee will be \$50 or 10 percent of the pro-rata refund amount, whichever is less.

INDIANA: **YOUR** proof of payment to **US** 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 on the Purchase Date of this Service Contract.

IOWA: In the event **YOU** have any questions regarding **YOUR** Service Contract, **YOU** may contact Fidelity Warranty Services, Inc., P.O. Box 8567, Deerfield Beach, Florida 33443 or Courtesy Insurance Company. **YOU** may also contact the Iowa Insurance Commissioner at the following address: Iowa Securities Bureau, 340 East Maple, Des Moines, Iowa 50319.

MARYLAND: 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 SERVICE CONTRACT.

MINNESOTA: Minnesota Statute 325F.662 requires certain vehicle sellers to provide the coverages below at no charge. 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 Cylinders; 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 vehicles 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 seller becomes unable to meet its obligations. **YOUR** rights and obligations are fully explained in the seller-issued used vehicle limited warranty document. This Service Contract is non-cancellable by **US** except for fraud or material misrepresentation in the submission of claims.

The **How To Make A Claim** section 5.) is removed in its entirety and replaced with the following: 5.) Submit a claim for reimbursement to **US** along with all required documents within 60 days of authorization.

The **Exclusions from Coverage** section 11.) is removed in its entirety and replaced with the following: 11.) Any consequential, secondary damages or unnecessary costs that you may suffer as a result of the need to repair or replace a part.

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** will give **YOU** at least sixty (60) days notice of cancellation.

NEW YORK, SOUTH CAROLINA, TEXAS and WYOMING: A 10 percent penalty per 30 day period shall be added to any refund not paid within 30 days after the date this Service Contract is returned to **US**. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation.

NEVADA: If **YOU** cancel this Service Contract during the first 60 days, a 100 percent refund of the Service Contract Price will be made. 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. A 10 percent penalty per 30 day period shall be added to any refund not paid within 30 days after the date this Service Contract is returned to **US**. This Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the Service Contract Price. If **WE** cancel this Service Contract, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. No administration fee will be charged if this Service Contract is canceled by **US**.

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

OKLAHOMA: A cancellation administration fee of 10 percent of the pro-rata refund amount will be applied only if this Service 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 Service Contract is not guaranteed by the Property and Casualty Guarantee Association. If **WE** cancel this Service Contract, **WE** will give **YOU** at least ten (10) days notice of cancellation and state the effective date and reason for cancellation.

WASHINGTON: If this Service Contract is cancelled by **YOU** during the first 60 days, no administration fee will be charged. If cancelled after 60 days, a pro-rata refund will be made based upon the greater of the time or mileage expired, less a \$25 administrative fee. A 10 percent penalty will be applied to any refund that is not paid within 30 days of return of this Service Contract to **US**. The **GENERAL** paragraph is amended by adding the following: 7. The parties hereto agree for the purpose of litigation, the venue of the matter shall be in the appropriate judicial district in the state of Washington. The **IMPLIED WARRANTY** of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within ninety days of the Purchase Date of the motor vehicle from a provider who also sold the motor vehicle covered by this Service Contract.

WISCONSIN: THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WYOMING: If **WE** cancel, **WE** will mail a written notice of cancellation to **YOU** at least 10 days prior to cancellation, unless cancellation is for non-payment of Service Contract fees, a material misrepresentation, or other substantial breach of contractual duties.