



CAREFREE CAR PROTECTION®
MECHANICAL FAILURE SERVICE CONTRACT

VEHICLE INFORMATION

CONTRACT NUMBER J000		FORM NUMBER A1000112	SERIAL NUMBER
YEAR	MAKE	MODEL	CURRENT ODOMETER READING

DEALER INFORMATION

SELLING DEALER		FWS DEALER #	
DEALER ADDRESS		STATE	ZIP
LIENHOLDER	ADDRESS		
DEALER SIGNATURE			

SERVICE CONTRACT INFORMATION

TERM / MILEAGE SELECT		COVERAGE SELECTED	
TERM	MILEAGE	POWERTRAIN (PTR)	GOLD (PUG)
<input type="text"/>	<input type="text"/>	SILVER (PUS)	GOLD PLUS (PGP)
YEARS	MILES		PLATINUM (PNP)
		DEDUCTIBLE SELECTED	
		\$0 (ZRD) <input type="checkbox"/> \$50** (ZRF) <input type="checkbox"/> \$100 (Z1H) <input type="checkbox"/> \$250 (ZTF) <input type="checkbox"/>	
		** WAIVED IF REPAIRS ARE MADE AT SELLING DEALER	
SEE "SERVICE CONTRACT PERIOD" TO DETERMINE EXPIRATION DATE AND MILES			
SERVICE CONTRACT PURCHASE PRICE	SERVICE CONTRACT 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 AND HAS A STANDARD \$100 DEDUCTIBLE.		
SIGNATURE		NOTICE TO SERVICE CONTRACT HOLDER: YOU are required to obtain authorization prior to beginning any repairs covered by this Service Contract except as noted in #2 of "HOW TO MAKE A CLAIM". This Service Contract is subject to the "ARBITRATION" section contained herein. Please see STATE AMENDMENTS section for additional state provisions.	

OPTIONAL CAR CARE SERVICE PLAN INFORMATION

SEE OWNER'S MANUAL FOR YOUR VEHICLE'S ENGINE OIL SPECIFICATIONS AND COMPLETE LISTING OF FACTORY RECOMMENDED SERVICES

OPTIONAL CAR CARE PURCHASE DATE	OPTIONAL CAR CARE PURCHASE PRICE	I hereby acknowledge the purchase of Optional Car Care Service Plan and that this Plan is subject to the "ARBITRATION" section contained herein.			
		Signature _____			
SELECT BOTH TERM (YEARS) / MILEAGE AND SERVICE LEVEL:					
3,000 MILES	3,750 MILES	5,000 MILES	6,000 MILES	7,500 MILES	10,000 MILES
<input type="checkbox"/> 2/30,000 <input type="checkbox"/> 3/36,000 STANDARD (MN3) <input type="checkbox"/> 3/45,000 <input type="checkbox"/> 4/48,000 <input type="checkbox"/> 5/60,000 PLUS (N3+) <input type="checkbox"/> 6/75,000 <input type="checkbox"/> 7/102,000	<input type="checkbox"/> 3/37,500 <input type="checkbox"/> 4/52,500 STANDARD (MNP) <input type="checkbox"/> 5/60,000 <input type="checkbox"/> 6/75,000 PLUS (NP+) <input type="checkbox"/> 7/101,250	<input type="checkbox"/> 2/30,000 <input type="checkbox"/> 3/35,000 STANDARD (MN5) <input type="checkbox"/> 3/45,000 <input type="checkbox"/> 4/50,000 <input type="checkbox"/> 5/60,000 PLUS (N5+) <input type="checkbox"/> 6/75,000 <input type="checkbox"/> 7/100,000	<input type="checkbox"/> 3/36,000 <input type="checkbox"/> 4/48,000 STANDARD (MN6) <input type="checkbox"/> 5/60,000 <input type="checkbox"/> 6/72,000 PLUS (N6+) <input type="checkbox"/> 7/102,000	<input type="checkbox"/> 3/37,500 <input type="checkbox"/> 4/52,500 STANDARD (MNV) <input type="checkbox"/> 5/60,000 <input type="checkbox"/> 6/75,000 PLUS (NV+) <input type="checkbox"/> 7/105,000	<input type="checkbox"/> 4/50,000 STANDARD (M10) <input type="checkbox"/> 5/60,000 <input type="checkbox"/> 6/70,000 PLUS (M+1) <input type="checkbox"/> 7/100,000

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, YOUR RESPONSIBILITIES, HOW TO MAKE A CLAIM, CANCELLATION, DEDUCTIBLE AND UNCOVERED COSTS, and IMPLIED WARRANTY. CONTRACTUAL LIABILITY POLICY # CL-02-091.

SERVICE COMPANY AND ADMINISTRATOR:

FIDELITY WARRANTY SERVICES, INC.
P.O. BOX 8567 ▼ DEERFIELD BEACH, FLORIDA 33443 ▼ 1-800-327-5172

PARTIES TO THIS SERVICE CONTRACT: 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 “Service Contract Purchase Date” and “Current Odometer Reading” shown on the front of this Service Contract. Plan expiration is measured according to the Term or Mileage of the plan selected from the “Service Contract Purchase Date” or “Current Odometer Reading”, whichever occurs first.

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, or; (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. Coverage for normal wear and tear expires once the vehicle reaches 50,000 miles. Wearable parts shall include, but are not limited to: steering and suspension bushings, ball joints, tie rod ends, steering and suspension links, and steering arms. 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 five coverage plans (Powertrain, Silver, Gold, Gold Plus and Platinum) described in 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
POWERTRAIN COVERAGE PLAN**

ENGINE: Engine block and cylinder heads and all internally lubricated parts including pistons, piston rings, pins and cylinder sleeves; crankshaft, pulley, main bearings, caps and bolts; connecting rods, rod bearings, caps and bolts; camshaft(s), camshaft bearings, buttons and plugs; timing gears and timing 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; turbocharger/supercharger assembly including boost valve and wastegate; seals and gaskets.

TRANSMISSION/TRANSAXLE/TRANSFER CASE: 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; 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; transfer case and all internal parts contained within the transfer case; seals and gaskets. **(STANDARD TRANSMISSION CLUTCH ASSEMBLIES AND ALL COMPONENT PARTS ARE NOT COVERED.)**

DRIVE AXLE: Differential/axle housing(s) and all internally lubricated parts including the axle flange; ring and pinion gear/carrier assembly; spider gears and bearings; pins; retainers; positraction clutches, plates and springs; cover; seals and gaskets.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC/COMPRESSED NATURAL GAS COMPONENTS: Electric motor/generator(s) all internal components; inverter/converter/transformer units including all internal components and cover; Continuously Variable Transmission (CVT) and all internal components; power split device and all internal components; reduction/reducer box and all internal components; seals and gaskets for the above listed components.

**SILVER COVERAGE PLAN
(Includes POWERTRAIN Coverage Plan plus the following additional parts)**

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; power steering pump mounting brackets; seals and gaskets.

BRAKES: Master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines, hoses and fittings; brake pedal apply pin; seals and gaskets. **(ABS COMPONENTS NOT COVERED.)**

AIR CONDITIONING: Condensor; compressor; evaporator; orifice/expansion; seals and gaskets.

FRONT SUSPENSION: Upper and lower control arms, shafts and bushings; struts, housing and cartridge; spindle/steering knuckle and spindle support.

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.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC/COMPRESSED NATURAL GAS COMPONENTS: Hybrid/EV Battery (Nickel-metal hydrate or Lithium-ion Drive propulsion battery) including the case and mounting hardware, junction block, main battery cable, and frame wire; onboard battery charging system including charge controller, plug in outlets, plug in cable, and trickle charger cable; electric AC compressor and motor; electric steering rack, gear, and motor; electro/hydraulic power steering pump and reservoir; seals and gaskets for the above listed components.

GOLD COVERAGE PLAN
(Includes POWERTRAIN and SILVER Coverage Plans plus the following additional parts)

ENGINE: Oil pan; valve, timing and side covers; thermostat housing; water pump pulley; engine mounts; harmonic balancer; flex plate/flywheel and ring gear.

TRANSMISSION: Oil pan; detent cable; kickdown link; TVI/throttle cable; vacuum modulator; transmission mounts.

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

STEERING: Tie rods, idler and pitman arms, center/drag link, coupling and shafts; cooler lines.

BRAKES: Compensator/proportioning valve; metering valve; calipers, piston, seal and dust boot; wheel cylinders, cups, seals, spring and dust boots; backing plate; brake adjusters; brake pedal, pedal lever and pedal pivot; parking brake cable; ABS component parts including control processor/module, pump, dump valve, wheel speed sensors, solenoids, accumulator, and pressure differential switch.

AIR CONDITIONING: Accumulator; receiver drier; automatic temperature control programmer; clutch assembly including coil, disc and pulley; control cables; cutoff switch; serpentine belt tensioner, bearing and pulley.

FRONT SUSPENSION: Wheel bearings; ball joints and bushings; kingpin and bushings; stabilizer bar, links and bushings; torsion bar, mounts and bushings; track bar, links and bushings.

ELECTRICAL: Front and rear wiper motor, transmission and linkage; power window motor; window regulators; power seat motor; steering column multi-function switch and individual switches for turn signal, headlamp, dimmer, wiper, washer and speed control; mirror motor switch; brake light switch; neutral safety switch; glove box light switch; courtesy light switch; cooling fan relay; air control solenoid; air regulator valve; I.A.C. motor; electronic ignition module; electronic instrument panel module; ignition coil; engine distributor including shaft, gear, bushings and modules; throttle position sensor; vehicle speed sensor; M.A.P. sensor; knock sensor and barometric pressure sensor.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC/COMPRESSED NATURAL GAS COMPONENTS: Motor/generator belt tensioner; drive motor dampener; voltage inverter reservoir; three-phase high voltage cables; hydraulic or electric regenerative braking system; seals and gaskets for the above listed components.

GOLD PLUS COVERAGE PLAN
(Includes POWERTRAIN, SILVER and GOLD Coverage Plans plus the following additional parts)

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

FUEL: Fuel lines; fuel pressure regulator; level sending unit; fuel injectors and seals; injection pump; ESC systems; fuel injection control components including mixture control processor, throttle body assembly, cutoff valve, fuel rail, fuel distributor, trigger contacts, cold start valve, fuel injection valve, fuel accumulator; 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 and telescoping mechanism.

FRONT SUSPENSION: Coil and leaf springs, seats and bushings, leaf spring shackles; electronic level control components including pump, accumulator, lines and 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 and leaf springs, seats and bushings, leaf spring shackles; track bars, links and bushings; electronic level control components including pump, accumulator, lines, bags; stabilizer bar, links and bushings.

ELECTRICAL: Cruise control module, servo, cables and switches; instrument cluster 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; power window switch; power lock switch; rear window defogger; horn and relay; convertible top motor; sunroof motor; power antenna motor; electrical headlamp motor; power trunk/hatch release motor, switch and solenoid; power sliding door motor and switch; electronic control modules including body control module, electronic control unit, powertrain control module, transmission control module; electronic throttle control module; crank angle sensor; camshaft position sensor; throttle position motor; fuel pulse dampener; wide open throttle switch; thermo time switch; fuel pump relay; automatic temperature control sensor; ride height sensor and relay; oxygen (O2) sensor; mass air flow sensor; manifold differential pressure sensor; coolant temperature sensor; OEM radio/graphic equalizer/cassette tape player/compact disc player.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC/COMPRESSED NATURAL GAS COMPONENTS: Onboard computer system including all relays, sensors, ECU & ECM (electronic control units/electronic control modules); power switch/button; driver information displays; controller/electronic throttle control system; battery cooling system including blower motor control, blower assembly and ducts; dedicated cooling system including pumps and radiators, Coolant storage bottle, coolant valve; hybrid condenser; thermistor; CNG (Compressed Natural Gas) high pressure fuel storage tanks including mounting straps/hardware, pressure regulators, high/low pressure fuel lines, fuel metering system, gas fill valve, low pressure filter, and finite filter; seals and gaskets for the above listed components.

PLATINUM COVERAGE PLAN

Includes the Powertrain, Silver, Gold and Gold Plus Coverage Plans plus ANY OTHER MECHANICAL BREAKDOWN except for those items listed in the sections “**EXCLUSIONS FROM COVERAGE**” and “**LIMITS OF LIABILITY.**” All other terms and conditions of this Service Contract remain unchanged.

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RENTAL CAR COVERAGE: YOU will be allowed up to \$35 per day for a maximum of ten (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 from a towing company, if required due to such covered Mechanical Breakdown.

TRAVEL BREAKDOWN: In the event of a covered Mechanical Breakdown, **WE** will reimburse **YOU** for motel/hotel lodging and restaurant expense incurred, 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 date 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.**

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 three (3) items to FWS within thirty (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; and (3) a check for \$40 payable to FWS, for the transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

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. If **YOU** selected the \$50 deductible option and return to the Selling Dealer for repairs to find the Selling Dealer is out of business, **YOU** can have **YOUR** vehicle repaired elsewhere, and **WE** will waive the deductible per **YOUR** notification to **US** of the Selling Dealer's closure. When a breakdown to a Covered Part occurs that is covered by a manufacturer's 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.**

CANCELLATION: This Service Contract may be cancelled by **YOU** at anytime during the Service Contract Period. To cancel, **YOU** must return this Service Contract to **YOUR** Selling Dealer or FWS. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the Service Contract Purchase Price will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the Service Contract Purchase Price will be made, less an administration fee that FWS will charge and retain of \$50. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the Service Contract Purchase Price will be made based upon the greater of the time or mileage expired from the Service Contract Purchase Date less an administration fee that FWS will charge and retain of \$50. In the event of cancellation, **YOU** authorize the Lienholder to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, the Service Contract will be terminated, and all rights and interests to a refund under the Service Contract will immediately transfer to the Lienholder and the Lienholder will be named sole payee for any refund amounts. The Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the Service Contract Purchase Price.

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 OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, OR 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, OR 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. SOLE COVERAGE FOR SUCH REPAIRS OR REPLACEMENTS SHALL REST WITH THE MANUFACTURER WARRANTY OR OTHER COVERAGE REGARDLESS OF WHETHER THE MANUFACTURER OR OTHER COVERAGE PROVIDER HONORS THEIR CLAIM;**
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 SERVICE CONTRACT PURCHASE DATE, HAS BEEN ALTERED, DISCONNECTED, IS 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/SERVICE/REPAIR, RENTAL PURPOSES, OR 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 (INCLUDING THE NEGLIGENCE OF ANY REPAIR FACILITY), IMPROPER TOWING, OR LACK OF MAINTENANCE OF THE FAILED COVERED PART;**
8. **ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, OR 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, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS;**
11. **ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR OTHER COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED 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, GOLD AND GOLD PLUS 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 AND ASSEMBLIES, AIR BAGS, SOLAR POWERED DEVICES, HINGES, GLASS, LENSES, SEALED BEAMS, BODY PARTS AND/OR PANELS, TRIM, MOLDINGS, DOOR HANDLES, LOCK CYLINDERS, TIRES, WHEELS, ALL BATTERIES EXCEPT HYBRID/EV/HIGH VOLTAGE BATTERIES AS LISTED UNDER SILVER COVERAGE PLAN, LIGHT BULBS, UPHOLSTERY, PAINT, BRIGHT METAL, FREEZE PLUGS, HEATER AND RADIATOR HOSES, EXHAUST SYSTEM, SHOCK ABSORBERS, 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, RADAR DETECTORS, APPLIANCES, OR VINYL AND CONVERTIBLE TOPS;
15. GRADUAL BATTERY CAPACITY LOSS. NICKEL-METAL HYDRATE OR LITHIUM-ION BATTERIES, LIKE ALL BATTERIES, WILL EXPERIENCE GRADUAL CAPACITY LOSS WITH TIME AND USE. LOSS OF BATTERY CAPACITY DUE TO OR RESULTING FROM GRADUAL CAPACITY LOSS IS NOT COVERED UNDER THIS SERVICE CONTRACT;
16. BURNT VALVES, WORN OR CARBON FOULED PISTON RINGS, THE CORRECTION OF OIL CONSUMPTION, OR ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE;
17. ANY MAINTENANCE ON YOUR VEHICLE, UNLESS OPTIONAL CAR CARE SERVICE PLAN IS SELECTED;
18. ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER TRAVEL BREAKDOWN) ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE;
19. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION);
20. THE FAILURE OF A COVERED PART DUE TO A GRADUAL REDUCTION IN OPERATING PERFORMANCE AS A RESULT OF NORMAL WEAR AND TEAR FOR VEHICLES WITH 50,000 MILES OR GREATER. PARTS SUBJECT TO THIS PROVISION SHALL INCLUDE, BUT ARE NOT LIMITED TO: STEERING AND SUSPENSION BUSHINGS, BALL JOINTS, TIE ROD ENDS, STEERING AND SUSPENSION LINKS, AND STEERING ARMS.

YOUR RESPONSIBILITIES:

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 VEHICLE 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.

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. PROVIDE "TEARDOWN AUTHORIZATION" WHEN REQUESTED BY FWS, SO THAT THE REPAIR FACILITY CAN PROVIDE AN ACCURATE DIAGNOSIS AND ESTIMATE OF REPAIRS;
2. IN THE EVENT OF AN EMERGENCY SITUATION THAT OCCURS AND FWS CANNOT BE REACHED, YOU CAN PROCEED WITH REPAIRS, BUT PAYMENT WILL BE IN ACCORDANCE WITH THE OTHER PROVISIONS OF THIS SERVICE CONTRACT;
3. SUBMIT A CLAIM FOR REIMBURSEMENT TO FWS ALONG WITH ALL REQUIRED DOCUMENTS WITHIN THIRTY (30) DAYS OF AUTHORIZATION;
4. RETAIN ALL REPLACED PARTS UNTIL YOUR CLAIM IS SETTLED, AS YOU MAY BE REQUIRED TO SUBMIT THESE PARTS FOR INSPECTION.

FAILURE TO COMPLY WITH THE RESPONSIBILITIES OUTLINED HEREIN 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 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 benefits stated under RENTAL CAR COVERAGE, TOWING COVERAGE, TRAVEL BREAKDOWN, DIAGNOSTICS COVERAGE, RELATED DAMAGE COVERAGE and FLUID COVERAGE 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 American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6543. **YOU** may file a claim with the insurance company directly. To do so, please call 1-800-852-2244.

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 **YOU** INCLUDING ANY ORAL REPRESENTATIONS BY THE SELLING DEALER.
- 2. If it is not clear which Term/Mileage or Coverage Plan has been purchased, **YOU** should contact **YOUR** Selling Dealer or FWS.
- 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.

ARBITRATION CLAUSE: You agree that all claims arising from or relating to this Service Contract and/or Optional Car Care Service Plan, whether styled as an individual claim, class action claim, private attorney general claim or otherwise, and whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, shall be subject, at Your, the Selling Dealer's, or Fidelity Warranty Services, Inc.'s ("FWS") election, to mandatory, neutral, binding arbitration on an individual basis only, under the applicable rules then in effect as modified by this Arbitration Clause. This includes, but is not limited to, claims asserted by You against the Selling Dealer, FWS, their parents, their affiliates, and/or their parents', or their affiliates' employees, officers, successors, or assigns. Any arbitration hereunder shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. The Arbitrator shall follow applicable statutes of limitations, shall honor claims of privilege recognized at law, and, if timely requested by either party, shall provide a brief written explanation of the award's basis. Each party shall be responsible for its own attorney, expert, or other fees unless applicable law provides otherwise. No matter how styled by the party bringing the claim, **any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right to arbitrate or litigate as a class action or in a private attorney general capacity, and there shall be no joinder or consolidation of parties, except for parties to the same contract.** In the event of a conflict between this Arbitration Clause and any other applicable arbitration clause, the other clause's terms shall apply; provided however, that this Arbitration Clause's grant of the right to elect arbitration of any claim styled as a class action or other representative claim and its prohibition on classwide arbitration both shall apply regardless of any conflict. If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions or the Service Contract and/or Optional Car Care Service Plan; provided however, that if the provision prohibiting classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void. This Arbitration Clause shall not apply to any individual claim brought by You in small claims court, unless such claim is transferred, removed or appealed to a different court. **Neither You, the Selling Dealer, nor FWS will have the right to have a jury trial on any claim that is resolved in arbitration. Discovery and rights to appeal are generally more limited in arbitration than in a lawsuit, and other rights applicable in court may not be available in arbitration.** This Arbitration Clause will survive any termination, payoff, or transfer of this Service Contract and/or Optional Car Care Service Plan.

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

NEW HAMPSHIRE: In the event **YOU** do not receive satisfaction under this Service Contract, **YOU** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261.

OPTIONAL CAR CARE SERVICE PLAN

OPTIONAL CAR CARE SERVICE PLAN COVERAGE: If **YOU** selected the Optional 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 page of this Service Contract. All services are fully detailed in **YOUR** coupon booklet which will be mailed to **YOU**. 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** Manufacturer's Owner's Manual for recommended services and intervals. If **YOUR** booklet is not received within forty-five (45) days, call FWS Customer Service at 1-800-327-5172.

CANCELLATION: Optional Car Care Service Plan may be cancelled by **YOU** at any time. To cancel, **YOU** must return to **YOUR** Selling Dealer or FWS. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the Optional Car Care Purchase Price will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the Optional Car Care Purchase Price will be made, less an administration fee that FWS will charge and retain of \$50. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the Optional Car Care Purchase Price will be made based upon the greater of the time or mileage expired from the Optional Car Care Purchase Date less an administration fee that FWS will charge and retain of \$50. In the event of cancellation, **YOU** authorize the Lienholder to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, the Optional Car Care Service Plan will be terminated, and all rights and interests to a refund under the Optional Car Care Service Plan will immediately transfer to the Lienholder and the Lienholder will be named sole payee for any refund amounts. Optional Car Care Service Plan is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the Optional Car Care Purchase Price. No refund will be made without surrendering all unused coupons.

TRANSFER: **YOU** may transfer the Optional Car Care Service Plan to another owner but not to another vehicle. To transfer this coverage, **YOU** must mail the following four (4) items to FWS within thirty (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.) all remaining Optional Car Care Service Plan coupons. A new coupon book will be sent to the new owner. This coverage may not be transferred to any entity in the business of selling or leasing motor vehicles.

ARBITRATION: The Optional Car Care Service Plan is subject to arbitration under the identical terms and conditions outlined in the "**ARBITRATION**" section contained herein.