

LIMITED WARRANTY



DECLARATIONS PAGE

Warranty Number: SBL

VIN (Vehicle Identification Number)	Vehicle Information	Year	Make	Model
Warranty Holder(s) Name	Vehicle Purchase Price/Lease Price		\$	
Warranty Holder(s) Address				
Warranty Holder(s) Telephone	Warranty Holder(s) Email (Optional)			
Dealer Name	Dealer Telephone			
Dealer Address			Dealer Number	
Deductible	<input checked="" type="checkbox"/> \$0			
Warranty Issue Date	Odometer Reading At Warranty Issue Date			

Vehicles Under 80,000 Miles or up to 7 calendar years old

The SmartBuy Program provides the following coverage on vehicles with **less than 80,000 total miles or up to 7 calendar years old (e.g. in 2021 back to 2014)** at the time of purchase:

- Platinum Coverage: 1 month / 1,000 miles or the remainder of any existing New Vehicle Warranty.
- Powertrain Coverage: 12 months / 12,000 miles

Vehicles with 80,000-120,000 miles or 8-11 calendar years old

The SmartBuy Program provides the following coverage on vehicles with **80,000-120,000 total miles or 8-11 calendar years old** at the time of purchase:

- Powertrain Coverage: 3 months / 3,000 miles

EXCLUSION OF CERTAIN VEHICLES

Certain vehicles sold under the Pre-Owned Program may be excluded from the Program at the designation of the dealer. These excluded vehicles are not entitled to the Platinum coverage, the Powertrain coverage or any other benefits of the Program. If you purchase a Pre-Owned vehicle that is excluded from the Program, you will be asked to sign an "acknowledgement of exclusion" indicating that you understand that your vehicle is excluded from the Program.

These benefits are not an extension of any original warranty or other benefits that may have been offered with your vehicle by its original manufacturer, and do not provide any additional rights to you under federal, state or local laws or regulations governing new vehicle or other product warranties or sales. Please read this document carefully. This written warranty limits the duration of implied warranties to no longer than the term of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Certain capitalized terms are defined in this Warranty, and others appear in the above declarations of information (the "Declarations"). A capitalized term appearing in the Declarations refers to the specific vehicle, person, date or other item that has been entered into the associated box in the Declarations. If we discover that an item was entered into the Declarations incorrectly, we may correct the error and regard the term as referring to the item as corrected. **You** and **your** mean the Warranty Holder. **We**, **us** and **our** mean the Dealer. **Covered Part(s)** means one or more of the parts or components listed under "What this Warranty Covers" and not specifically excluded under "Exclusions and Other Coverage Limitations." **Repair(s)** means the repair or replacement (including labor) of one or more parts, and **Covered Repair(s)** mean Repairs that we are obligated to perform or for which we have a reimbursement obligation under this Warranty. **Mechanical Breakdown** means the failure of one or more parts to perform the function for which they were designed due to defects, faulty workmanship in the manufacturing process or normal wear and tear.

Under this Warranty, we are obligated, subject to the Deductible and other provisions of this Warranty, to perform or provide for Repairs on the Vehicle if the Repairs are required as a result of a Mechanical Breakdown occurring during, and reported to us during, the Warranty Term, so long as the Mechanical Breakdown also occurred after the Warranty Issue Date.

We will either provide the Repairs ourselves or reimburse an authorized licensed repair facility to do so. Replacement will be made with a part that, at our option, is remanufactured, used or new, and that is of a like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle. All parts replaced will be covered for the Warranty Term, subject to the terms and conditions of this Warranty.

Your Responsibilities

You have the responsibility to properly maintain the Vehicle as recommended by the manufacturer, to reasonably protect the Vehicle from further damage when one or more parts fail, to maintain records of routine Vehicle maintenance performed by you or others, to follow the procedures for reporting a claim for benefits as described in this Warranty, and to cooperate fully with our reasonable requests to examine Vehicle maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits. Maintenance records generally include a detailed log of maintenance you perform and receipts for purchases of services provided by others and parts and supplies used by you or others in performing maintenance services. **You must obtain preauthorization for any Repairs made to the Vehicle by a repair facility other than ours.**

We have engaged a third-party administrator (the "Administrator") to perform certain services on our behalf with respect to this Warranty, including warranty registration and preauthorization and adjudication of claims for reimbursement of Covered Repairs performed by a repair facility other than ours. If you have any questions or concerns about this Warranty, please call the Administrator at 1-800-432-4566 or write the Administrator at: Warranty Administrator, P.O. Box 830637, Birmingham, AL 35283-0637.

For Claims and Customer Service, call 1-800-432-4566

WARRANTY TERM

This Warranty begins at 12:01 AM (your local time) on the Warranty Issue Date and expires as soon as the Warranty Term Months or Warranty Term Miles indicated on the Declarations Page are exceeded. **Warranty Term Months are measured from the Warranty Issue Date, and Warranty Term Miles are measured from the Odometer Reading At Warranty Issue Date.** For example, if the Warranty Term on the Declarations Page is 12 months and 12,000 miles and the Vehicle's Odometer Reading At Warranty Issue Date is 70,000, this Warranty will expire 12 months after the Warranty Issue Date or when the Vehicle's odometer indicates 82,000 miles, whichever occurs first.

WHAT THIS WARRANTY COVERS

This Warranty provides for Repairs on certain Covered Parts as stated below. We will act with reasonable promptness to perform or authorize Covered Repairs upon your contacting us or the Administrator, subject to the availability of repair resources during normal business hours.

In circumstances where we are not performing the Repairs, we will not pay for expenses that exceed the manufacturer's suggested retail price or the posted hourly labor rate for the repair facility multiplied by the appropriate operation time, as published in a nationally-recognized labor time guide. You will be responsible for paying any excess costs charged by the repair facility.

We will not reimburse you or a repair facility to the extent a Mechanical Breakdown is also covered by the manufacturer's warranty, regardless of whether the manufacturer honors its coverage obligation.

We reserve the right to inspect the Vehicle and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim.

We reserve the right to recoup any amount we paid or incurred for a Covered Repair to the extent you recover more than your actual loss collectively from us and one or more third parties.

Coverage is limited to the Vehicle parts and other items described below:

Vehicle Checklist

Vehicles purchased with a SmartBuy Program are provided with a 150-Point Pre-Owned Vehicle Checklist (or similar checklist provided by the vehicle's manufacturer in connection with a Certified Pre-Owned Warranty) that will disclose, with respect to each "point" on the checklist, whether the item was "Inspected, Meets Standard", "Service Completed" or will remain unrepaired as an "Inspected, Service Available". Notwithstanding anything below, the SmartBuy Program only covers items indicated on the checklist as "Inspected, Meets Standard" or "Service Completed", and does not cover items indicated as "Inspected, Service Available".

Powertrain

Engine: All internal lubricated parts ♦ Cylinder block (excluding freeze plugs) ♦ Cylinder heads ♦ Flywheel/Flexplate ♦ Harmonic balancer ♦ Manifolds, Intake and Exhaust ♦ Oil pan ♦ Oil pump ♦ Seals and gaskets (Covered parts only) ♦ Timing belt ♦ Timing chain ♦ Timing chain cover ♦ Timing gears/sprockets ♦ Turbo/Supercharger ♦ Valve covers.

Cooling and Fuel: Diesel fuel injection pump ♦ Diesel nozzles ♦ Diesel vacuum pump ♦ Fuel injectors (excludes clogged injectors) ♦ Fuel pump ♦ Seals and gaskets (Covered parts only) ♦ Thermostat ♦ Thermostat housing ♦ Throttle body assembly ♦ Water pump ♦ Water pump housing

Transmission: Transmission case and all internal parts ♦ Seals and gaskets (Covered parts only) ♦ Torque converter ♦ Transmission control unit/module ♦ Transmission mounts ♦ Transfer case and all internal parts ♦ Vacuum modulator.

Drivetrain: Automatic front locking hubs ♦ Axle shafts ♦ Axle shaft bearings ♦ Axle supports ♦ CV joints ♦ Differential and all internal parts ♦ Drive axle housing and all internal parts ♦ Drive shaft ♦ Final drive housing and all internal parts ♦ Hub bearings ♦ Locking rings ♦ Propeller shafts ♦ Seals and gaskets (Covered parts only) ♦ U-joints ♦ Wheel bearings, front and rear.

Platinum

We will pay you or a licensed repairer the Cost, in excess of the Deductible, to remedy any mechanical failure except as excluded in the section titled **"EXCLUSIONS AND OTHER COVERAGE LIMITATIONS."**

Rental Car Allowance

You will be reimbursed up to Thirty-Five (\$35) Dollars per day for a maximum of five (5) days, immediately effective when your vehicle is accepted for a covered repair. Rental benefits, per incident, end at the maximum allowed days or when the repair is completed, whichever comes first. All rental reimbursements are for base rental charges incurred at a licensed rental car agency or authorized dealer. Taxes and additional fees are not included.

Towing Allowance

You will be reimbursed up to One Hundred (\$100) Dollars if your vehicle needs to be towed due to the breakdown of a covered part.

REPORTING A MECHANICAL BREAKDOWN CLAIM

In the event of a Mechanical Breakdown, follow these procedures:

1. Take immediate action to prevent further damage to the Vehicle.
2. Return the Vehicle to us or, at our option, take the Vehicle to an authorized licensed repair facility before the Warranty Term expires. If you are more than 50 miles from us, you may take the Vehicle to the nearest available licensed repair facility. Call or have the repair facility call the Administrator at 1-800-432-4566 to obtain authorization. Provide a copy of this Warranty or the Warranty number, if possible.
3. Authorize disassembly of the Vehicle if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated Repairs are not Covered Repairs.
4. If requested, provide us or the authorized repair facility with copies of the Vehicle's maintenance records.
5. If the Covered Repair is performed by a repair facility other than ours, you or the repair facility must furnish the Administrator with copies of an itemized, dated repair order and paid receipt(s) within 90 calendar days after the Covered Repair is performed.

VOIDING YOUR LIMITED WARRANTY

The Limited Warranty will be immediately voided and will not be reinstated under the following circumstances:

- The vehicle identification number (VIN) has been altered or removed.
- The odometer has been altered or the actual mileage cannot be determined.
- An insurer reports the vehicle as dismantled, fire/flood damage, junk, rebuilt, reconstructed, salvaged, or declared a loss.
- The vehicle has been used in racing, competitive events or livery cab or other commercial service.
- The vehicle has been stolen or exported from the United States.

EXCLUSIONS AND OTHER COVERAGE LIMITATIONS

This Warranty does not cover the following:

1. **Repairs or replacements falling within any of the following descriptions: not authorized in advance ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software ♦ to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) ♦ to address oil sludging, oil consumption, burnt valves, engine compression or engine detonation failure.**

2. Damages and costs falling within any of the following descriptions: arising from fraud, bad faith or personal injury ♦ punitive or exemplary ♦ to property, other than as specifically covered in this Warranty ♦ attorney fees ♦ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, recycling fees, core charges, freight charges or fuel surcharges ♦ odor removal.
3. If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially ♦ is, after the Warranty Issue Date, retrofitted with after-market equipment to use alternative fuels or equipped with an odometer that does not accurately indicate actual miles driven because it was disconnected, altered, tampered with or not promptly repaired ♦ has, after the Warranty Issue Date, been altered beyond the manufacturer's specifications or had manufacturer-installed truck bed replaced with a substitute truck bed or other parts or equipment.
4. A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety-related maintenance required or recommended by the Vehicle manufacturer or your state ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition.
5. A part falling within any of the following descriptions: key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries, hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ after-market (non-manufacturer) equipment and manufacturer equipment not installed by the manufacturer or us ♦ any replacement part not of the same kind and quality as the manufacturer-installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer ♦ mobility or conversion equipment ♦ any part(s) not specified under "What This Warranty Covers."
6. Any of the following parts, services and items generally constituting scheduled maintenance and wear-damaged items: belts (except timing belts) ♦ fasteners ♦ brake drums ♦ brake rotors and brake cables ♦ exhaust systems including catalytic converters ♦ all friction materials ♦ constant velocity boots ♦ valve grinding ♦ hoses ♦ all fluid caps and reservoirs ♦ all illumination devices ♦ head and tail light assemblies ♦ fuses ♦ lubricants (except to complete a Covered Repair) ♦ brackets ♦ throw out bearing ♦ pilot bushing and manual clutch parts ♦ spark plugs and wires ♦ tires ♦ wheels/rims ♦ wheel balancing ♦ wiper arms and blades ♦ adjustments and alignments ♦ shop supplies ♦ any other items subject to scheduled maintenance or wear damage.

TRANSFER AND ASSIGNMENT

This Warranty may not be transferred or assigned.

LIMITED WARRANTY - GENERAL LIMITATION OF WARRANTIES

THE LIMITED WARRANTY UNDER THIS CONTRACT IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES OR LIABILITIES. IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. NO EXPRESS WARRANTY OF FITNESS OR MERCHANTABILITY IS GRANTED BY THE LIMITED WARRANTY. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED IN THIS DOCUMENT. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, AND THERE MAY BE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ANY ACTION FOR BREACH OF ANY WARRANTY HEREUNDER MUST BE BROUGHT WITHIN A PERIOD NOT EXCEEDING 24 MONTHS AFTER EXPIRATION OF THE LIMITED WARRANTY. THE REMEDIES SPECIFIED HEREIN AND THOSE SPECIFIED BY APPLICABLE LAW ARE THE ONLY REMEDIES AVAILABLE. 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 IN CONNECTION HERewith.

THE TOTAL DOLLAR BENEFITS PAID UNDER THIS WARRANTY ARE LIMITED TO THE VEHICLE PURCHASE PRICE. THE TOTAL DOLLAR BENEFIT PAID FOR ANY GIVEN COVERED REPAIR IS LIMITED TO THE AVERAGE TRADE-IN VALUE OF THE VEHICLE (EXCLUDING TAX, TITLE AND LICENSE FEES) IMMEDIATELY PRIOR TO THE MECHANICAL BREAKDOWN BASED ON THE THEN MOST RECENT NATIONAL AUTOMOBILE DEALER ASSOCIATION USED CAR GUIDE (OR A COMPARABLE GUIDE, IF THAT GUIDE HAS BEEN DISCONTINUED).

ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH MAY BE APPLICABLE BY OPERATION OF LAW SHALL BE LIMITED TO THE PERIOD OF THIS WRITTEN LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES

Except for matters that may be taken to small claims court or as otherwise provided in this Limited Warranty, any controversy or claim arising out of or relating to it, or to its breach, including any claim against Seller or Administrator, shall be settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Limited Warranty evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Limited Warranty's arbitration provisions.

1. In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
2. Subject to the preceding paragraph, you and we consent to have arbitration under this Limited Warranty joined with any other arbitration between you, on the one hand, and us, our agents, our Administrator and/or the insurer backing our obligations under this Limited Warranty, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Limited Warranty's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.

3. If the AAA is not available to administer this Limited Warranty's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Limited Warranty.
4. If you remain unsatisfied following a claim or other determination by us or the insurer backing our obligations under this Limited Warranty, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days after you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Limited Warranty; or (b) our determination under this Limited Warranty, if you have not sought satisfaction from the insurer. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Limited Warranty, or to its breach, be brought more than two years after this Limited Warranty has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Limited Warranty and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Limited Warranty.

If this Limited Warranty is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

SAMPLE CONTRACT