

Assurant® Vehicle Care

Agreement # PN7704202

Lifetime Powertrain Limited Warranty For New & Pre-Owned Vehicles INFORMATION SCHEDULE

VEHICLE

Year, Make, Model, VIN

Vehicle Purchase Price 90,845.00

CUSTOMER

Buyer

Co-Buyer

Address, City, State, ZIP

Phone Cell

Home

Email

SELLING DEALER

Dealer Name, Dealer #

Address, City, State, ZIP

Phone

Representative

LIMITED WARRANTY INFORMATION

Coverage Plan	Powertrain	In-Service Date	
Term Months	Lifetime	Vehicle Purchase Date	
Term Miles	Lifetime	Expiration Date	Unlimited
Selling Dealer Network Deductible	\$100	Current Mileage	
Out-of-Network Deductible	\$100	Expiration Mileage	Unlimited

With the purchase of **Your Vehicle**, **You** will receive this Lifetime Powertrain Limited Warranty (hereinafter referred to as "Limited Warranty") at no cost to **You**.

Notice to Customer:

- You must follow the maintenance guidelines listed in the Your Responsibilities section. If Your failure to follow the maintenance guidelines causes a Breakdown, You may be denied coverage.
- You are required to obtain authorization prior to beginning any repairs covered by this Limited Warranty. Refer to the Your Responsibilities section for instructions.
- This Limited Warranty runs concurrent with, and is secondary to, any applicable manufacturer's Warranty.
- If the manufacturer's Warranty is void at the Vehicle Purchase Date or becomes void during the Limited Warranty Term, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's Warranty, until the full term of the manufacturer's Warranty elapses. However, We will continue to provide any other coverage under this Limited Warranty, unless such coverage is otherwise excluded by the terms of this Limited Warranty.
- Limitations of Implied Warranty - All Implied Warranties, which may arise under state law, including all Implied Warranties of Merchantability or Fitness for a particular purpose, are limited to the duration of this Limited Warranty and do not cover incidental or consequential damages. Some states do not allow limitations on how long an Implied Warranty lasts or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to You. This Limited Warranty gives You specific legal rights, and You may also have other rights, which vary from state to state.
- This Limited Warranty includes a Dispute Resolution - Arbitration provision. Refer to General Provisions section, subsection #6 for details.

I (Customer), whose signature appears below, acknowledge that the information contained above is true and accurate. I have read the terms and conditions, understand and agree to all of the provisions herein.

Buyer Signature

Co-Buyer Signature

Customer Instructions



To File a Claim: Contact Your Selling Dealer

Scan the QR code to download our mobile app for repair instructions and Limited Warranty details or visit us at:

www.vehiclecareplan.com

Warrantor & Administrator Information

Warrantor: Selling Dealer shown above

Administrator: Automotive Warranty Services, Inc.
P.O. Box 802746, Chicago, Illinois 60680-2747
1-800-621-2130

KEY TERMS

When used, Key Terms will appear in **bold** print and initial uppercase.

"Administrator" means Automotive Warranty Services, Inc., P.O. Box 802746, Chicago, Illinois 60680-2747, 1-800-621-2130.

"Breakdown" means the failure of any original or like replacement part covered by this Limited Warranty to perform its intended function(s) in normal service, providing it has received all scheduled maintenance, at the proper intervals, as recommended by the manufacturer in the Owners Manual. **Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.**

"Cost" means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. **These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.**

At the Warrantor's option, the Administrator may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufactured parts.

"Deductible" means the amount You must pay per visit for covered repairs shown on the Information Schedule. The Selling Dealer Network Deductible applies when covered repairs are performed at Your Selling Dealer or any other Selling Dealer Network location. The Out-of-Network Deductible applies when covered repairs are performed elsewhere. For a complete list of Selling Dealer Network locations, please contact Your Selling Dealer.

"In-Service Date" means the Vehicle's factory warranty start date or the Vehicle's first day of use, whichever occurs first, regardless of the Vehicle Purchase Date.

"Permitted Commercial Purposes" means Your Vehicle is used for commercial purposes including but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening/landscaping) or light duty contracting (e.g. electrician, carpenter and plumber) or vehicles used for rideshare (i.e. Uber, Lyft).

"Prohibited Commercial Purposes" means Your Vehicle is used for commercial purposes including but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing for non-personal use, company pool use or business travel when the vehicle is used by more than one driver.

"Repair Facility" means a franchised automotive retailer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 12 months and 12,000 miles. **Repairs performed by any facility must receive authorization from the Administrator prior to beginning repairs.**

"Selling Dealer" means the dealer from whom You purchased Your Vehicle as shown on the Information Schedule.

"Selling Dealer Network" means any dealer owned by, owning or under common ownership with the Selling Dealer.

"Term Miles" means the number of miles for the Limited Warranty Term shown on the Information Schedule.

"Term Months" means the number of months for the Limited Warranty Term shown on the Information Schedule.

"Vehicle" means the covered car or truck shown on the Information Schedule.

"Vehicle Purchase Date" means the date You purchased Your Vehicle shown on the Information Schedule.

"Warrantor", "We", "Us" and "Our" mean the Selling Dealer shown on the Information Schedule issuing this Limited Warranty.

"Warranty" means any warranty of the manufacturer, state required warranty, automotive retailer warranty or a Repair Facility guarantee.

"You" and "Your" mean the Customer shown on the Information Schedule or an eligible person to whom this Limited Warranty has been properly transferred.

WHAT THIS LIMITED WARRANTY COVERS

During the Limited Warranty Term, **We** will repair any covered **Breakdown** of the following parts less **Your Deductible**.

At the Warrantor's option, the Administrator may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufacturer parts.

POWERTRAIN COVERAGE

Only the following parts are covered under this Limited Warranty. **Parts not listed are not covered.**

Assembly Parts Covered

1. ENGINE Gasoline Engine – All internal lubricated parts including but not limited to: (Balance shafts, Cam bearings, Cam tower, Camshaft, Connecting rods, Crankshaft, Cylinder block, Cylinder head, Harmonic balancer and retainer bolt, Lifters, Oil filter adapter/housing, Oil pump and pressure relief valve, Piston rings, Pistons and wrist pins, Pushrods, Rocker arms (cam followers), Rod and main bearings, Timing belt and pulleys, Timing belt tensioner, Timing chain housing (cover), Timing chain and sprockets, Valve springs, Valves and guides). Crankshaft pulley, Dipstick and tube, Engine mounts, Engine oil cooler hoses, Engine oil sending unit, Expansion (freeze) plugs, Flywheel, Fuel supply pump, Intake and exhaust manifolds, Oil pan, Oil pump housing, Seats, Temperature sending unit, Thermostat and housing, Vacuum pump, Valve covers, Water pump.

Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines – All of the above listed parts or equivalent plus: Bypass valve, Clutch and pulley, Compressor, Hard lines, Injection pump, Intercooler, Lines and nozzles, Supercharger, Turbocharger, Waste gate controller.

2. TRANSMISSION Automatic – All internal lubricated parts including but not limited to: (Bands, Bearings, Bell housing and case, Bushings, Clutches, Drums, Gear sets, Governor, Main shaft, Oil pump, Sealing rings, Solenoids, Torque converter, Valve body). Continuously variable transmission (CVT) and all internal components, Cooler, Cooler hoses and hard lines, Dipstick and tube, Electronic shift control unit, Flex plate and ring gear, Shift lever knob, Shift linkage and cables, Throttle valve cable, Transmission mounts, Transmission pan, Vacuum modulator.

Standard – All internal lubricated parts including but not limited to: (Bearings, Bell housing and case, Bushings, Gear sets, Main shaft, Shift forks, Synchronizers, Transmission case). Clutch master cylinder, Clutch slave cylinder, Shift cable, Shift lever knob, Transmission mounts.

Transfer Case – (4X4 vehicles) – All internal lubricated parts including but not limited to: (Actuators/Motors, Bearings, Bushings, Chain and sprockets, Gear sets, Main shaft, Transfer case). Electronic and vacuum engagement components, Mounts, Transfer case control unit.

3. FRONT WHEEL DRIVE – All internal parts including but not limited to: (Axle shafts, Bearings, Bushings, Carrier case, Chain and sprockets, Final drive housing, Gear sets). Constant velocity joints, Differential cover, Drive shaft support, Front hub bearings, Locking hub assemblies (4X4), Rear hub bearings, Universal joints.

4. REAR WHEEL DRIVE – All internal lubricated parts including but not limited to: (Axle shafts, Bearings, Bushings, Carrier case, Drive axle housing, Gear sets, Limited slip clutch pack). Differential cover, Drive shaft support, Front hub bearings, Propeller shafts, Rear hub bearings, Universal joints.

5. HYBRID VEHICLE COMPONENTS – Electric coolant pump, Electric oil pump, Electric motor/generator(s) and all internal components, Inverter/converter/ transformer units and all internal components, Inverter/converter/transformer units cover, Power split device and all internal components, Reduction/reducer box and all internal components.

6. SEALS AND GASKETS – All seals and gaskets on the assemblies listed above.

7. FASTENERS – All fasteners for the components within the assemblies listed above.

ADDITIONAL BENEFITS

The benefits shown below are included with Powertrain Coverage. No **Deductible** applies to the Additional Benefits.

TOWING REIMBURSEMENT

If **Your Vehicle** requires a repair covered by this Limited Warranty, **We** will reimburse **You** for **Your** actual towing cost(s) incurred as follows:

- If **Your Vehicle** is towed to the Selling Dealer and the towing distance is 50 miles or less – up to a maximum of \$100 per occurrence.
- If **Your Vehicle** is towed to the Selling Dealer and the towing distance is more than 50 miles - up to a maximum of \$125 per occurrence.
- If **Your Vehicle** is towed elsewhere – up to a maximum of \$75 per occurrence.

Any reimbursement will require **You** to provide the Administrator with the towing provider receipt.

SUBSTITUTE TRANSPORTATION

If **Your Vehicle** requires a repair covered by this Limited Warranty, **We** will reimburse **Your** actual expenses for substitute transportation. Substitute Transportation includes renting a car from a licensed rental facility, qualified ride-hailing service, taxi or other public transportation service. **Any reimbursement will require the transportation provider receipt(s) and will be limited to up to \$50 per day for a maximum of two days.**

PERMITTED COMMERCIAL PURPOSES

We will pay for covered repairs to **Your Vehicle** when **Your Vehicle** is used for **Permitted Commercial Purposes**.

LIMITED WARRANTY LIMITATIONS

WE WILL NOT PAY FOR OR COVER THE FOLLOWING:

1. MODIFICATIONS:

- A. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIOS, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS AND APPLIANCES (UNLESS INSTALLED BY THE MANUFACTURER).
- B. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
- C. BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).
- D. BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.

2. NON-STANDARD USE:

- A. BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
- B. ANY BREAKDOWN WHERE THE VEHICLE HAS BEEN USED FOR A PROHIBITED COMMERCIAL PURPOSE AT ANY TIME WHILE OWNED BY YOU.
- C. BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR STREET RACING OR OTHER COMPETITION.

3. NEGLIGENCE, MISREPRESENTATION OR MISUSE:

- A. BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN THE YOUR RESPONSIBILITIES SECTION.
- B. BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT, LACK OF LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: ENGINE AND TRANSMISSION.
- C. BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
- D. LOSS OR DAMAGE CAUSED BY YOU OR THE OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.

- E. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE INCLUDING BUT NOT LIMITED TO ODOMETER MISREPRESENTATION CAUSED BY THE USE OR MODIFICATION OF THE VEHICLE WITH UNDERSIZE OR OVERSIZE TIRE AND WHEEL ASSEMBLIES.
- F. DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER.
- G. BREAKDOWN OR DAMAGE CAUSED BY NEGLECTING TO FOLLOW PROPER CHARGING PROCEDURES OR USE OF INCOMPATIBLE CHARGING DEVICES FOR YOUR PLUG-IN HYBRID/ELECTRIC VEHICLE.
- 4. COLLISION, PHYSICAL DAMAGE AND COSMETICS:
 - A. BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.
 - B. TO CORRECT A COSMETIC IMPERFECTION OR BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.
- 5. WARRANTIES AND MANUFACTURER RECALLS:
 - A. COSTS OR SERVICES COVERED BY ANY WARRANTY REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY.
 - B. COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.
 - C. BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
- 6. VEHICLE TYPE:
 - A. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED TITLE OR JUNK VEHICLE.
 - B. IF YOUR VEHICLE IS POWERED BY COMPRESSED NATURAL GAS, LIQUIFIED NATURAL GAS, PROPANE OR HYDROGEN.
- 7. CONSEQUENTIAL DAMAGE:
 - A. LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN. CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS LIMITED WARRANTY.
 - B. BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR THE FAILURE OF A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.
 - C. BREAKDOWN OR DAMAGE CAUSED BY A POWER SURGE WHILE CHARGING YOUR VEHICLE.
- 8. NON-COVERED CONDITIONS:
 - A. REPAIRS PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE WHAT TO DO IF REPAIRS ARE NEEDED).
 - B. REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.
 - C. REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
 - D. REPAIRS OF AIR LEAKS, RATTLES, SQUEAKS, WIND NOISE AND WATER LEAKS WHERE WATER IS ENTERING THE VEHICLE EXTERNALLY.
 - E. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS LIMITED WARRANTY EXCEPT AS REQUIRED FOR THE REPAIR OF A COVERED PART.
 - F. DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
- 9. MISCELLANEOUS EXPENSES:
 - A. EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS, NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.

WHAT TO DO IF REPAIRS ARE NEEDED

Customer Instructions:

In the event of a Breakdown, You must return Your Vehicle to the Selling Dealer. If You are unable to return Your Vehicle to the Selling Dealer, You can locate a preferred Repair Facility by visiting the Administrator's self-service claim portal:

www.vehiclecareplan.com

If You are unable to locate a preferred Repair Facility through the Administrator's self-service claim portal or have questions, contact the Administrator at:

1-800-621-2130

Emergency Repair Instructions: In the event that a Breakdown of a covered part occurs when the Administrator's office is closed and emergency repairs are necessary, You may commence with emergency repairs without securing the Administrator's prior authorization. However, You or the Repair Facility must notify the Administrator of the repairs as soon as the Administrator's office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than 30 days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Limited Warranty and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

YOUR RESPONSIBILITIES

1. You must perform maintenance services to Your Vehicle, at the proper intervals, as required by the Owner's Manual for Your Vehicle. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner's Manual, contact Your Vehicle's manufacturer to obtain one.
2. You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that show a date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

3. You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.
4. If You experience a Breakdown, You agree to:
 - a. Use all reasonable means to protect Your Vehicle from further damage.
 - b. Notify Us or the Administrator as soon as possible.
 - c. Authorize the Repair Facility to perform necessary diagnostic work and when required provide "teardown authorization" so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS LIMITED WARRANTY.**
 - d. Furnish Us or the Administrator with such information as We or the Administrator may reasonably require and if requested provide proof of Your Vehicle's regular maintenance during the Limited Warranty Term.
 - e. Reserve for Us or the Administrator the right to refer Your Vehicle to a Repair Facility that sells and services Your type of Vehicle, for certain repairs.
 - f. Allow Us or the Administrator to examine Your Vehicle if the Administrator asks to do so.
 - g. **OBTAIN AUTHORIZATION FROM THE ADMINISTRATOR PRIOR TO BEGINNING ANY REPAIRS COVERED BY THIS LIMITED WARRANTY EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE EMERGENCY REPAIR INSTRUCTIONS WITHIN WHAT TO DO IF REPAIRS ARE NEEDED SECTION).**
5. Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the Cost of repairs covered by this Limited Warranty.

GENERAL PROVISIONS

1. Limited Warranty Term

The Limited Warranty Term is the **Term Months** and **Term Miles** shown on the Information Schedule. This Limited Warranty begins on the **Vehicle Purchase Date** stated on the Information Schedule. The Limited Warranty remains active for as long as **You** own **Your Vehicle** and does not expire unless or until **Your Vehicle** is sold, declared a total loss or ownership is otherwise changed.

2. Where You Are Covered

This Limited Warranty applies only to Breakdowns occurring within the continental United States of America, Alaska, Hawaii and Canada.

3. If You Have Other Coverage

If the manufacturer or Repair Facility agrees to cover all or some of the Cost of a Breakdown after a Warranty or guarantee has expired, We will only cover for any extra Cost. If You have any other Towing Reimbursement or Substitute Transportation coverage, We will cover only the amount in excess of that coverage, subject to the limits of this Limited Warranty.

4. Limit of Liability

Single Claim Limit

Our limit of liability is the Cost to repair or replace any covered Breakdown, but in no event shall this Cost exceed the average retail value of Your Vehicle as determined by the NADA Official Used Car Guide at the time immediately prior to the loss.

Aggregate Claim Limit

The total of all benefits paid or payable during the Limited Warranty Term shall not exceed the Vehicle Purchase Price shown on the Information Schedule.

5. Subrogation

If We cover a Breakdown, We may require You to assign to Us Your rights of recovery against others. We will not cover a Breakdown if you impair these rights to recover. Your rights to recover from others may not be waived.

6. Dispute Resolution – Arbitration

This Limited Warranty requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this Limited Warranty (including the **Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this Limited Warranty by a judge and/or a jury.

You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Limited Warranty. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. **You** may make written demand directly to **Us** at P.O. Box 802746, Chicago, Illinois 60680-2747, Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the **Breakdown** occurred or the date the dispute arose, or II. The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. **We** will advance to **You** all or part of the fees of the AAA and of the arbitrator. The arbitrator may otherwise allocate these fees. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Limited Warranty and all transactions contemplated by this Limited Warranty, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Limited Warranty. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Limited Warranty is unenforceable, the portion of this Limited Warranty that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced.

However, if the portion of this Limited Warranty that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Limited Warranty shall be unenforceable in its entirety.

7. Transferability

This Limited Warranty is non-transferable.

8. Cancellation

This Limited Warranty is non-cancelable.

9. Entire Limited Warranty

This Limited Warranty represents the entire agreement between **You** and **Us**. No person has the authority to change this Limited Warranty or to waive any of its provisions. No other written or oral statements apply to this Limited Warranty.