

KEY TERMS

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

“Administrator” means Automotive Warranty Services, Inc., 175 W. Jackson Blvd., Chicago, Illinois, 60604, 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.

“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), rideshare (i.e. Uber, Lyft), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or business travel when the **Vehicle** is used by more than one driver and for vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty contracting (e.g. electrician, carpenter and plumber).

“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, pre-owned 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**.

“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 vehicle shown on the Information Schedule.

“Vehicle Purchase Date” means the date **You** purchased **Your Vehicle** shown on the Information Schedule.

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

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

“You” and “Your” mean the Customer shown on the Information Schedule.

WHAT THIS LIMITED WARRANTY COVERS

During the Limited Warranty Term, **We** will remedy 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, pre-owned 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** – (1) All internally lubricated parts contained within the vehicle’s engine, including Pistons, Piston rings, Piston pins, Crankshaft, Crankshaft main bearings, Connecting rods and rod bearings, Camshaft and camshaft bearings, Cam followers, Timing chain, Timing gears, Guides, Tensioners, Rocker arms, Rocker arm shafts, Hydraulic lifters, Rocker bushings, Cylinder head valves, Valve guides, Valve lifters, Valve springs, Push rods, Oil pump, Intake and exhaust valves. Seals and gaskets, only if required in the repair of a covered part. (2) The Engine block and Cylinder heads, provided the Breakdown of the Engine block or Cylinder heads is caused by the Breakdown of a part listed in clause (1) above (does not include any part other than what is supplied in the long block assembly).
- 2. TRANSMISSION Automatic and Standard** – All internally lubricated parts, plus Torque converter, Seals & gaskets (if required in repair of a covered part), Transmission case and housing (if damaged by an internally lubricated part). Manual transmission clutches, Pressure plates and Throw out bearings are not covered.
Transfer Case – Case (only if damaged by an internally lubricated part) and all its internally lubricated parts, and Seals & gaskets (only if required in repair of a covered part).
- 3. FRONT WHEEL DRIVE Case** (only if damaged by an internally lubricated part) and all its internally lubricated parts, and Seals & gaskets (only if required in repair of a covered part).
- 4. REAR WHEEL DRIVE Case** (only if damaged by an internally lubricated part) and all its internally lubricated parts, and Seals & gaskets (only if required in repair of a covered part).

ADDITIONAL BENEFIT

Towing Reimbursement

If towing services become necessary due to a **Breakdown**, **We** will reimburse **You** for the cost of towing the **Vehicle** to **Us**, provided the towing costs are not payable or reimbursable by any other insurance or **Warranty**. The reimbursement is subject to a limit of \$100 per **Breakdown**. To receive a towing reimbursement, **You** must provide the **Administrator** with a copy of **Your** receipt.

LIMITED WARRANTY LIMITATIONS

This Limited Warranty does not cover and no service will be provided or reimbursed for 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 **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** was manufactured as a non-U.S. specification model.
 - C. 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** where **Your Vehicle** is within 40 miles of the **Selling Dealer**, **You** must return **Your Vehicle** to the **Selling Dealer**. If **Your Vehicle** is more than 40 miles from the **Selling Dealer** or the **Selling Dealer** is no longer at that address, **You** can locate a preferred **Repair Facility** by visiting the **Administrator's** self-service claim portal:

www.mrclaims.net

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

Customer Service Hours

7:00 a.m. - 7:00 p.m. C.T. Monday - Friday

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.

REPAIR FACILITY INSTRUCTIONS

To initiate a claim, visit the **Administrator's** self-service claim portal:

www.mrclaims.net

YOUR RESPONSIBILITIES

- 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.
- 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.
- 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.
- If **You** experience a **Breakdown**, **You** agree to:
 - Use all reasonable means to protect **Your Vehicle** from further damage.
 - Notify **Us** or the **Administrator** as soon as possible.
 - Authorize the **Repair Facility** to perform necessary diagnostic work and 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.**
 - 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.
 - 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.
 - Allow **Us** or the **Administrator** to examine **Your Vehicle** if the **Administrator** asks to do so.
 - 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).**
- 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. When and 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 coverage, **We** will cover only the amount in excess of that coverage, subject to the limits of this Limited Warranty.

4. Limit of Liability

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 of **Breakdown**.

5. 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.

6. 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.

7. 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. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. 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. This demand must be made within one year of the earlier of the date the **Breakdown** occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by **You** and **Us**. 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.

8. Transferability

This Limited Warranty is non-transferable.

9. Cancellation

This Limited Warranty is non-cancelable.

10. 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.