

PARTIES TO THIS SERVICE CONTRACT: The following **BOLD** print appearing throughout this Service Contract has the following meanings: **“YOU”, “YOUR”, “MY”** and **“I”** mean the customer named as Service Contract Holder on this Service Contract. **“WE”, “US”** and **“OUR”** refer to Fidelity Warranty Services, Inc. (“FWS”), the obligor of this Service Contract.

SERVICE CONTRACT PERIOD: Coverage under this Service Contract begins on the SERVICE CONTRACT PURCHASE DATE and the CURRENT ODOMETER READING shown on this Service Contract. Coverage under this Service Contract expires: (1) based on **TERM** or **MILEAGE** (as shown on this Service Contract), whichever comes first; or (2) if/when the aggregate total of benefits paid/payable under the Service Contract exceeds the limits as set forth in the **LIMITS OF LIABILITY** section.

SERVICE CONTRACT COVERAGE: In the event of a **MECHANICAL BREAKDOWN**, **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. 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 WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR REPAIR ADJUSTMENT (“OTHER COVERAGE”), UPON REPAIR, WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS SERVICE CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE, LESS APPLICABLE DEDUCTIBLE.** This Service Contract is not an insurance policy, a warranty, or a guarantee.

MECHANICAL BREAKDOWN: The failure of a Covered Part (as defined in **VEHICLE COVERED PARTS**) due to (1) faulty workmanship or materials supplied by the original vehicle manufacturer or distributor; or (2) a gradual reduction in operating performance as a result of normal wear and tear.

PLAN COVERAGE: The coverage plans described on this Service Contract are as follows: **POWERTRAIN, GOLD**, and **PLATINUM**. The coverage plan that applies to **YOUR** vehicle is determined by which box has been selected on this Service Contract.

VEHICLE COVERED PARTS POWERTRAIN COVERAGE PLAN

ENGINE: All internally lubricated parts contained within the engine, plus the following: intake manifold; exhaust manifolds; balance shaft; water pump; fuel pump, diesel injection pump, diesel oil controlled fuel injectors; thermostat; timing gears, chain or belt, and tensioner; oil pump; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve, boost pressure control, wastegate, recirculation and blow off valve; seals and gaskets.

TRANSMISSION/TRANSAXLE/TRANSFER CASE: All internally lubricated parts contained within the transmission, transaxle and transfer case, plus the following: all internal fasteners, nuts and bolts; shift cover and forks; bell housing, components within the bell housing; torque converter; external valve bodies, control units and solenoids; seals and gaskets.

DRIVE AXLE: All internally lubricated parts contained within the differential/axle housing(s), plus the following: cover; 4x4 locking hubs and electric or vacuum actuator; seals and gaskets.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC/COMPRESSED NATURAL GAS/HYDROGEN COMPONENTS: Electric motor/generator(s) all internal components; inverter/converter/transformer units including all internal components and cover; continuously variable transmission and all internal components; power split device and all internal components; reduction/reducer box and all internal components; seals and gaskets.

GOLD COVERAGE PLAN (Includes POWERTRAIN Coverage Plan 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.

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

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

DRIVE AXLE: Constant velocity joints and boots; 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; steering gear housing and internal parts; rack and pinion housing and internal parts; power steering pump and internal parts including reservoir; electric steering motor; power steering pump or electric steering motor mounting brackets; seals and gaskets.

BRAKES: Compensator/proportioning valve; metering valve; calipers; wheel cylinders; backing plate; brake adjusters and brake hardware; brake pedal, pedal lever and pedal pivot; parking brake linkage/ratchet assembly and cable; anti-lock braking system component parts including control processor/module, pump, dump valve, wheel speed sensors, solenoids, accumulator, yaw rate sensor, and pressure differential switch; master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines, hoses and fittings; brake pedal apply pin; seals and gaskets.

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; condensor; compressor; evaporator; orifice/expansion valve; seals and gaskets.

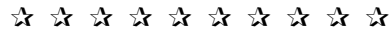
FRONT/REAR SUSPENSION: Upper and lower control arms, shafts and bushings; upper and lower ball joints; struts; wheel bearings/hubs; spindle/steering knuckle and spindle support; coil and leaf springs, seats and bushings, leaf spring shackles; track bars, links and bushings; electronic level control components including pump, accumulator, lines, bags; stabilizer bar, links and bushings; kingpin; torsion bar, mounts and bushings; tension rods/radius arm.

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 cruise control; clock spring/spiral cable; 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; idle air control motor; electronic ignition module; ignition coil; engine distributor including shaft, gear, bushings and modules; electronic throttle control, gas pedal position sensor/assembly; throttle position sensor; vehicle speed sensor; manifold absolute pressure sensor; knock sensor and barometric pressure sensor; alternator; alternator mounting bracket, voltage regulator; starter motor, solenoid and drive.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC/COMPRESSED NATURAL GAS/HYDROGEN COMPONENTS: Motor/generator belt tensioner; drive motor dampener; voltage inverter reservoir; three-phase high voltage cables; hydraulic or electric regenerative braking system; hybrid/EV/hydrogen 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; hydrogen fuel cell stack; battery cooling pump; seals and gaskets.

PLATINUM COVERAGE PLAN

Includes the **POWERTRAIN** and **GOLD** Coverage Plans plus ANY OTHER **MECHANICAL BREAKDOWN** except for those items listed in the section **EXCLUSIONS FROM COVERAGE** and subject to the **LIMITS OF LIABILITY** section. All other terms and conditions of this Service Contract remain unchanged.



ELECTRONIC CONTROL MODULE REPROGRAMMING: Includes reprogramming of Electronic Control Modules in conjunction with a covered repair and in standalone cases where reprogramming repairs a **MECHANICAL BREAKDOWN**.

ALTERNATE TRANSPORTATION: In the event **YOUR** covered vehicle cannot be repaired within the same day, **WE** will reimburse **YOU** up to a maximum of \$40 per day for ten (10) days for the cost of alternate transportation incurred if required for a covered repair. **ALTERNATE TRANSPORTATION** coverage includes reimbursement for public transportation, rental car services or rideshare services using a legal business entity. **YOU** are responsible for obtaining a rental car or rideshare service from a licensed rental car agency, authorized dealer or an authorized rideshare service provider. **ALTERNATE TRANSPORTATION COVERAGE IS NOT PROVIDED FOR PARTS DELAY, SHOP SCHEDULING OR FOR WORK NOT COVERED BY THIS SERVICE CONTRACT. YOU MUST RECEIVE PRIOR AUTHORIZATION FOR ALTERNATE TRANSPORTATION. REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION OR AFTER TEN (10) DAYS, WHICHEVER OCCURS FIRST.**

TOWING COVERAGE: **YOU** will be reimbursed up to \$100 per **MECHANICAL BREAKDOWN** for towing expenses incurred from a towing company, if required due to a **MECHANICAL BREAKDOWN**.

TRAVEL BREAKDOWN: In the event of a **MECHANICAL BREAKDOWN**, **WE** will reimburse **YOU** for motel/hotel lodging and restaurant expenses incurred, commencing the day after the claim is reported to **US**, provided the **MECHANICAL BREAKDOWN** occurred in excess of 100 miles from home. Such reimbursement shall be limited to \$100 per calendar day, up to \$500 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 **MECHANICAL BREAKDOWN**, 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 **MECHANICAL BREAKDOWN**. This coverage includes disc brake rotor or brake drum resurfacing/replacement required as a direct result of a **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 **MECHANICAL BREAKDOWN**. **THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.**

LIGHT DUTY COMMERCIAL USE COVERAGE: In order to qualify for Light Duty Commercial Use Coverage, the vehicle described on this Service Contract must be a passenger car, sport utility vehicle, van or pickup truck not exceeding one (1) ton capacity, and have no more than 35,000 odometer miles at the time of sale. Eligible usage is limited to company or pool vehicles used for business travel, site inspection, light delivery, service or repair, and snow removal provided **YOUR** vehicle is equipped for snow removal as recommended by the manufacturer. Cab/chassis, cutaways, stripped chassis, incomplete vehicles, branded title vehicles and any vehicles exceeding one (1) ton capacity are not eligible for coverage.

RIDESHARE COVERAGE: In order to qualify for Rideshare Coverage, the vehicle described on this Service Contract must be a passenger car, sport utility vehicle, van or pickup truck not exceeding one (1) ton capacity. Eligible usage is limited to **YOUR** personal vehicle for the purpose of carriage of passengers for hire. Cab/chassis, cutaways, stripped chassis, incomplete vehicles, branded title vehicles and any vehicles exceeding one (1) ton capacity are not eligible for coverage.

LIFT KIT COVERAGE: Provides coverage for vehicles with lift kits and associated parts.

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 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 reducing deductible option and return to the Selling Dealer for repairs made, the deductible will be waived. If **YOU** selected the reducing 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 **MECHANICAL BREAKDOWN** occurs that is covered by a manufacturer's warranty, upon repair, **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 any time during the **SERVICE CONTRACT PERIOD**. To cancel this Service Contract, contact **YOUR** Selling Dealer or FWS in writing for instructions. 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 of \$50 that FWS will charge and retain. 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 of \$50 that FWS will charge and retain. 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 cancel and obtain 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 by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this Service Contract is cancelled by **US**.

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 COVERED PART, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER OR BY A MANUFACTURER-APPROVED INSTALLER THAT CAUSES THE MANUFACTURER TO DENY A FACTORY WARRANTY CLAIM, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, ACCIDENTAL LOSS, FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS (UNLESS LIFT KIT COVERAGE IS SELECTED ON THIS SERVICE CONTRACT), AFTERMARKET PERFORMANCE PARTS OR SYSTEMS);**
- 2. ANY MECHANICAL BREAKDOWN CAUSED BY AN ACCIDENT, 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 IF THE PART IS COVERED, EITHER IN FULL OR AT REDUCED COST, UNDER ANY WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR OTHER REPAIR ADJUSTMENT BY THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR OTHER REPAIRER OF THE VEHICLE. SOLE COVERAGE FOR SUCH PARTS AND REPAIRS SHALL REST SOLELY WITH THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR OTHER REPAIRER OF THE VEHICLE, REGARDLESS OF WHETHER THE CLAIM IS HONORED OR REPAIR IS COMPLETED. IF THE REPAIR IS COMPLETED, REIMBURSEMENT FOR ANY CO-PAY OR DEDUCTIBLE DUE UNDER THE WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR OTHER REPAIR ADJUSTMENT IS AVAILABLE, LESS APPLICABLE DEDUCTIBLE, UPON REPAIR AND SUBMISSION OF ALL REQUIRED DOCUMENTS;**
- 4. ANY INVOICE PRESENTED TO FWS FOR PAYMENT OF 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; THE PURPOSE OF COMMERCIAL RENTAL, TAXI, LIMOUSINE, OR SHUTTLE; CARRIAGE OF PASSENGERS FOR HIRE (UNLESS YOU HAVE SELECTED THE RIDESHARE COVERAGE ON THIS SERVICE CONTRACT AND YOUR VEHICLE QUALIFIES FOR SUCH COVERAGE); RENTAL PURPOSES; TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;**
- 7. ANY MECHANICAL BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE (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, DAMAGE AS THE RESULT OF CONTINUED OPERATION WITH AN OVERHEAT CONDITION, 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. ANY CLAIM IF YOUR VEHICLE IS USED FOR COMMERCIAL DELIVERY/SERVICE/REPAIR OR SNOW REMOVAL (UNLESS YOU HAVE SELECTED THE LIGHT DUTY COMMERCIAL USE COVERAGE ON THIS SERVICE CONTRACT AND YOUR VEHICLE QUALIFIES FOR SUCH COVERAGE);
14. UNDER POWERTRAIN AND GOLD COVERAGES, ANY PART THAT IS NOT SPECIFICALLY LISTED AS COVERED UNDER THE COVERAGE SELECTED;
15. UNDER PLATINUM COVERAGE, ANY OF THE FOLLOWING PARTS: BRAKE LININGS, BRAKE DRUMS AND ROTORS, DISC BRAKE PADS, STANDARD MANUAL TRANSMISSION CLUTCH FRICTION DISC, PRESSURE PLATE, PILOT BEARING, THROW-OUT BEARING AND ARM, AIR BAGS, SOLAR POWERED DEVICES, GLASS, LENSES, SEALED BEAMS, BODY PARTS AND/OR PANELS, WEATHER STRIPPING, TRIM, MOLDINGS, LOCK CYLINDERS, TIRES, WHEELS, ALL BATTERIES EXCEPT HYBRID/EV/HYDROGEN HIGH VOLTAGE BATTERIES AS LISTED UNDER GOLD, LIGHT BULBS, UPHOLSTERY, PAINT, BRIGHT METAL, FREEZE PLUGS, FILTERS, HEATER AND RADIATOR HOSES, EXHAUST SYSTEM, CATALYTIC CONVERTER, SHOCK ABSORBERS, WORK SUCH AS FRONT-END ALIGNMENT OR WHEEL BALANCING (EXCEPT WHEN REQUIRED IN CONJUNCTION WITH A MECHANICAL BREAKDOWN), SAFETY RESTRAINT SYSTEMS, AUDIO/SECURITY OR OTHER SYSTEMS NOT FACTORY INSTALLED, OR VINYL AND CONVERTIBLE TOPS;
16. 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;
17. THE CORRECTION OF OIL CONSUMPTION, REPAIR OF WORN RINGS, OR ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURED;
18. ANY MAINTENANCE ON YOUR VEHICLE;
19. ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER ALTERNATE TRANSPORTATION AND TRAVEL BREAKDOWN) ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE;
20. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION);
21. ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING);
22. ANY INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY THAT CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE;
23. LIFT KITS ARE EXCLUDED UNLESS YOU HAVE SELECTED THE LIFT KIT COVERAGE OPTION ON THIS SERVICE CONTRACT.

YOUR RESPONSIBILITIES:

1. HAVE YOUR VEHICLE SERVICED ACCORDING TO THE MAINTENANCE SCHEDULE PROVIDED IN THE MANUFACTURER'S OWNER'S MANUAL; KEEP ORIGINAL COPIES OF ALL REPAIR ORDERS, INVOICES, AND RECEIPTS FROM THE PERFORMED SERVICES AND MAINTENANCE; AND PRESENT ALL ORIGINALS THAT ARE RELEVANT TO THE CLAIM 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 1-866-440-1340 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. WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR TEARDOWN COSTS IN THE EVENT THE REPAIRS ARE NOT COVERED UNDER THE PROVISIONS OF THIS SERVICE CONTRACT;
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 OR REPAIR;
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 Covered Part. **Replacement parts utilized in connection with a MECHANICAL BREAKDOWN 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 N.A.D.A. Official Used Car Guide retail 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. If the N.A.D.A. Official Used Car Guide vehicle valuation is unavailable, not widely recognized, or not commonly used in the geographic area, FWS may use another market retail valuation method. The payment for or reimbursement for repair or replacement of Covered Parts and the benefits stated under **ELECTRONIC CONTROL MODULE REPROGRAMMING, ALTERNATE TRANSPORTATION, TOWING COVERAGE, TRAVEL BREAKDOWN, DIAGNOSTICS COVERAGE, RELATED DAMAGE COVERAGE, FLUID COVERAGE,** and, if applicable, **LIGHT DUTY COMMERCIAL USE COVERAGE, RIDESHARE COVERAGE** and **LIFT KIT 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 Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. YOU are entitled to make a direct claim or request for refund at any time, for any reason to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. In some states, such obligations may be insured by an alternative carrier. Please refer to the STATE AMENDMENTS section for exceptions.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATIONS OR STATEMENTS 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 **US**.
3. This Service Contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any provision of this Service Contract will be binding against **US** unless it is in writing and signed by one of the authorized representatives at **OUR** home office.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.
6. **OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.

TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED: Please note: The following paragraph does not apply to a claim for vehicle repairs or reimbursement for such repairs under this Service Contract. Please see: **HOW TO MAKE A CLAIM** for a repair or reimbursement claim. Prior to bringing or participating in an arbitration (or lawsuit, to the extent the Arbitration Clause herein is inapplicable for any reason) asserting any claim in law or equity relating to this Service Contract or its subject matter (collectively "Legal Claims"), **YOU** must provide written notice of **YOUR** Legal Claim to **US** within one (1) year from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. Such written notice **must** identify by name and contract number the specific Service Contract to which **YOUR** Legal Claim relates. **The provision of such timely, written notice is a condition precedent to bringing any Legal Claim relating to this Service Contract or its subject matter.** If **YOU** fail to timely provide such written notice of any Legal Claim, **YOU** shall have waived such Legal Claim in all respects. If **YOU** do provide the timely, written notice required hereunder, **WE** shall have ninety (90) calendar days following actual receipt of such notice to cure the circumstance(s) giving rise to **YOUR** Legal Claim. **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any such circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. Each requirement set forth in this paragraph requires strict (not substantial) compliance and survives the Contract Period, transfer or cancellation of this Service Contract. **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event arbitration is filed.

ARBITRATION: YOU agree that any and all claims or disputes of any kind whatsoever arising from or relating to this Service Contract or the relationships resulting from this Service Contract, whether in contract, tort, pursuant to statute, regulation, or ordinance, or in equity or otherwise ("Claims"), shall, upon delivery of a written notice demanding arbitration to the other party or parties, be resolved by binding arbitration on an individual (not class) basis only. This includes, without limitation, Claims by **YOU** against the Selling Dealer, FWS, or their parents, affiliates, employees, officers, successors, or assigns, or against those entities' parents' or affiliates' employees, officers, successors, or assigns. **THIS AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS ONLY IS FULLY BINDING IN THE EVENT THAT A CLASS ACTION OR SIMILAR LAWSUIT OR CLASS ARBITRATION IS FILED IN WHICH YOU OTHERWISE WOULD BE ELIGIBLE TO PARTICIPATE IN ANY CAPACITY, INCLUDING BUT NOT LIMITED TO, AS A MEMBER, CLASS REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL. THE PARTIES AGREE THAT THERE SHALL BE NO CLASS OR CONSOLIDATED ARBITRATION OF ANY CLAIM, AND EXPRESSLY WAIVE ANY RIGHT TO ARBITRATE OR LITIGATE IN A CLASS PROCEEDING.**

Such arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (and not any state law concerning arbitration), this Arbitration Clause, and the applicable rules of JAMS, Inc. ("JAMS")—excluding any rules pertaining to class arbitration, and subject to any modification of those rules by this Arbitration Clause—in effect at the time of the written notice demanding arbitration. In the event of a conflict between the JAMS rules and this Arbitration Clause, this Arbitration Clause shall control. Applicable rules for JAMS are available at www.jamsadr.com or 1-800-352-5267. The Arbitrator shall apply statutes of limitation applicable at law, shall honor claims of privilege recognized at law, and if timely requested by any party, shall provide a reasoned, written explanation of the award's basis. Notwithstanding any provision otherwise in this Arbitration Clause or in the JAMS rules, any dispute regarding arbitrability, including the validity, enforceability,

or applicability of the prohibition on classwide arbitration, shall be resolved by a court of competent jurisdiction, and not in arbitration. For avoidance of doubt, all disputes regarding the availability of classwide or consolidated arbitration, regardless of the posture under which such disputes arise, shall be resolved in court and not in arbitration. **THE PARTIES RECOGNIZE THAT THEY WILL NOT HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. DISCOVERY AND RIGHTS TO APPEAL GENERALLY ARE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT, AND OTHER RIGHTS APPLICABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Arbitrations will be held within the federal judicial district encompassing the city and/or county where **YOU** reside or are located. The other parties to the arbitration (not including **YOU**) will pay in equal shares the first \$2,500 in fees charged by the arbitration administrator for Claim(s) asserted by **YOU** in the arbitration. Thereafter, unless the applicable JAMS rules or applicable law specify otherwise, the parties to the arbitration (including **YOU**) shall share the arbitration fees equally, which amounts shall not be recoverable in the arbitration. Each party to the arbitration shall be responsible for its own attorney, expert, and other fees, unless applicable law provides otherwise. 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.

If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions of the Arbitration Clause; provided, however, that (a) if the prohibition on classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void; and (b) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the Arbitration Clause shall be null and void as to such claims only. This Arbitration Clause shall survive the Termination or cancellation of this Service Contract. In the event of a conflict between this Arbitration Clause and any other applicable arbitration provision, this Arbitration Clause shall control.

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

CALIFORNIA: The term **MECHANICAL BREAKDOWN** shall mean and refer to **COVERED FAILURES**. **OUR** California Vehicle Service Contract Provider License # is 0B29333. The **INSURANCE** section is removed in its entirety and replaced with the following: Performance to **YOU** under this Service Contract is guaranteed by a California approved insurance company. **YOU** may file a claim or request a refund at any time, for any reason with this insurance company if any promise made in the Service Contract has been denied or has not been honored. The name and address of the insurance company is: Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442, 1-800-298-8011. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357 or (213) 897-8921 out of state, or access the department's internet website at www.insurance.ca.gov. The **CANCELLATION** section is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at any time. To cancel, please contact **YOUR** Selling Dealer or FWS. If this Service Contract is cancelled by **YOU** during the first sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made and no administration fee will be charged. If **YOU** cancel after sixty (60) days of SERVICE CONTRACT PURCHASE DATE, a pro-rata refund will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE and odometer reading at SERVICE CONTRACT PURCHASE DATE, less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the unearned pro-rata SERVICE CONTRACT PURCHASE PRICE, whichever is less. If this Service Contract is financed, upon a total loss or repossession, all rights and interests 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 by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this Service Contract is cancelled by **US**. If **WE** cancel for nonpayment, **WE** will mail written notice to **YOU** stating the specific grounds for cancellation and informing **YOU** that the Service Contract will cease to be valid no less than five (5) days after the postmark date of the notice and that any refund due will be provided within thirty (30) days of the date of cancellation. If **WE** cancel for fraud or material misrepresentation, **WE** will mail written notice to **YOU** stating the specific nature of the misrepresentation and informing **YOU** a refund will be provided within thirty (30) days of the date of cancellation. If **WE** cancel this Service Contract, **WE** remain liable for any claim reported to a person designated in this Service Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Service Contract. A Service Contract Holder is deemed to have reported a claim if he or she has completed the first step required under the **HOW TO MAKE A CLAIM** section of this Service Contract. The **ARBITRATION** section is removed in its entirety. The **EXCLUSIONS FROM COVERAGE** is amended as follows: Item 11.) is removed in its entirety and replaced with the following: **11.) ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO TIME OFF FROM WORK OR ADDITIONAL CHILD CARE DURING VEHICLE REPAIR PERIOD, THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART.** Item 21.) is removed in its entirety and replaced with the following: **21.) ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING).** The **GENERAL** section item 5.) is amended to include the following language: FWS may delegate ministerial duties but not claims decisions or legal liability. The **GENERAL** section 6.) is removed in its entirety and replaced with the following: 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 reasonably necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole. The **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section is amended by the removal of the following language: **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. The **YOUR RESPONSIBILITIES** section 1.) is removed in its entirety and replaced with the following: **1.) HAVE YOUR VEHICLE SERVICED ACCORDING TO THE MAINTENANCE SECTION PROVIDED IN THE MANUFACTURER'S OWNER'S MANUAL AND KEEP ALL REPAIR ORDERS, INVOICES AND RECEIPTS FROM THE PERFORMED SERVICES AND MAINTENANCE. COPIES OF RELEVANT REPAIR ORDERS, INVOICES AND RECEIPTS FROM THE RELEVANT PERFORMED SERVICES OR REPAIR SHOULD BE AVAILABLE UPON REQUEST. NOT HAVING PROOF OF REQUIRED**

RELEVANT MAINTENANCE WILL NOT PROHIBIT YOU FROM FILING A CLAIM, BUT MAY CONTRIBUTE TO THE FACTORS USED TO DETERMINE A DENIAL OF COVERAGE. The **PARTIES TO THIS SERVICE CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Service Contract has the following meanings: **"I"**, **"MY"**, **"YOU"** and **"YOUR"** mean the customer named as Service Contract Holder on the front of this Service Contract, or any valid transferee. **"WE"**, **"US"** and **"OUR"** refer to Fidelity Warranty Services, Inc. ("FWS" and **"FWS"**).