

# WARRANTY FINANCIAL SERVICES

Agreement #

Service Provider:

**Warranty America, LLC** (In TX dba WA Administrative Services, LLC)

5695 Yukon Street, Arvada, CO 80002

Claims 800-531-1925 • Fax 303-420-7543

**Customer Service: 1-800-830-2579**

## VEHICLE SERVICE CONTRACT APPLICATION

### VENDOR INFORMATION

DEALER CODE:

### APPLICANT INFORMATION

### VEHICLE INFORMATION

VIN:

Year:            Make:

Model Name:

### PLAN INFORMATION

Coverage:

Term Months:

Delivery Date:

Sale Odometer:

Contract Purchase Price:

Deductible:

Options:

Lienholder:

Term Miles:

Expiration Date:

Expiration Odometer:

Vehicle Class:

Plan Code:

Surcharges:

This contract is not connected, either directly or indirectly, with the warranty issued by the manufacturer of this vehicle. This Document is an Application for the WFS Vehicle Service Contract and does not constitute a Contract until accepted by Administrator listed below.

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Sale Date

**WARRANTY FINANCIAL SERVICES**  
**2233 HIGHWAY 9 NORTH, HOWELL, NEW JERSEY 07731**  
**CLAIMS 800-531-1925 CUSTOMER SERVICE 800-830-2579**

I have read and understand this **Service Agreement** in its entirety. Without limiting the specific provisions of this **Service Agreement**, I hereby acknowledge the following:

- This **Service Agreement** is issued exclusively to me with respect to the **Vehicle** identified on the **Declaration Page**.
- In order to keep this warranty in effect, I must perform the oil changes and at regular intervals as required by the section WHAT YOU MUST DO TO KEEP YOUR SERVICE AGREEMENT IN EFFECT.
- All work covered by this **Service Agreement** must be performed by a repair facility authorized by the **Administrator**.

## DEFINITIONS

The following definitions apply to words frequently used in this **Service Agreement** and appear in boldface type.

- **You, Your** mean the Customer identified on the Declaration Page.
- **We, Us, Our** means Warranty America, L.L.C. (In Texas dba WA Administrative Services)
- **Service Agreement** means this Vehicle Service Agreement that You purchased from Us.
- **Declaration Page** means the numbered document (Contract Number) which should be enclosed and becomes part of this Service Agreement. It gives information about You, Your Vehicle, Coverage chosen and other significant data.
- **Breakdown** means any part of the Vehicle listed under the section WHAT THIS SERVICE AGREEMENT COVERS.
- **Vehicle** means the covered vehicle identified on the Declaration Page.
- **Administrator** means Warranty America, LLC, located at 5695 Yukon Street, Arvada, CO 80002, which can be reached at 800-531-1925.

## WHAT THIS SERVICE AGREEMENT COVERS:

This **Service Agreement** covers **Breakdowns** to (1) all internally lubricated parts of the **Vehicle's** engine, including pistons, piston rings, piston pins, crank shaft and main bearings, connecting rods and rod bearing, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, guides, oil pump, push rods, rocker arms, hydraulic lifters and rocker arm shafts, and (2) the engine block and cylinder heads provided the breakdown of the engine block or cylinder heads is caused by the **Breakdown** of part listed in (1) above (does not include any part other than what is supplied in Long Block Assembly).

## NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION - CLAIMS 800-531-1925

- Subject to the exclusions listed in the section **WHAT THIS SERVICE AGREEMENT DOES NOT COVER** and **Your** compliance with all of the conditions set forth in the section **WHAT YOU MUST DO TO KEEP THIS SERVICE AGREEMENT IN EFFECT**, in the event of a **Breakdown** of a

Covered Part **We** will either (1) repair the Covered Part, or (2) replace the Covered Part with a new or remanufactured part of like kind and quality, all at no charge to **You**. The decision to repair or replace the Covered Part or to use new or remanufactured parts or parts of like, kind and quality shall be at the sole discretion of the **Administrator**. All repair or replacements shall be performed by an authorized repair facility approved by the **Administrator**.

- **We** will reimburse **You** for the cost of a rental car provided by a licensed rental agency while covered repairs are being made, subject to a limit of reimbursement of \$25.00 per day for a maximum of five (5) days per **Breakdown**. To receive a rental reimbursement, **You** must provide **Administrator** with **Your** rental receipt.

### **SERVICE AGREEMENT PERIOD**

Coverage under this **Service Agreement** begins on the 31<sup>st</sup> day after the **Service Agreement** sale date and 1,000 miles from the odometer reading at the time of sale, and will expire as shown on the **Declaration Page**, as “Expiration Date” and/or Expiration Odometer”, whichever occurs first. This **Service Agreement** is not transferable.

### **WHAT YOU MUST DO TO KEEP THIS SERVICE AGREEMENT IN EFFECT**

To maintain **Your Service Agreement** in effect, **You** must comply with all of the following conditions.

- **You** must change the oil and the oil filter of the **Vehicle**, at **Your** expense, in accordance with the manufacturer’s recommended mileage and time schedule as set forth in the owner’s manual for the make, year, and model of the **Vehicle**. **You** may have this work performed by an independent commercial facility of **Your** choice that regularly performs such work. **You** must save **Your** receipt(s) so that **We** can verify that the work was performed. **You** are responsible for taking immediate corrective action to repair, at **Your** expense, engine lubricant leaks and engine coolant leaks discovered in the course of any oil change or at any other time.
- **You** must refrain from altering, tampering with, or replacing the vehicle identification number or the odometer of the **Vehicle**. If for any reason the odometer fails to work as intended, **You** must immediately have it repaired at **Your** expense.

If **You** fail to perform any of the above conditions, this **Service Agreement** shall be null and void.

### **WHAT THIS SERVICE AGREEMENT DOES NOT COVER**

This **Service Agreement** does not cover the following:

- A **Breakdown** caused by contamination of or lack of proper fuels, coolants, or lubricants.

- A **Breakdown** caused by a failure to replace seals or gaskets or otherwise to perform proper maintenance of the **Vehicle** in a timely manner.
- A **Breakdown** caused by unauthorized modifications or alterations of a Covered Part, installation of performance accessories to the engine, or unauthorized repairs or replacements of Covered Parts performed in a faulty manner.
- A **Breakdown** caused by overheating, rust, or corrosion.
- A **Breakdown** caused by pre-ignition detonation, pinging, improper lubricants or improper engine adjustments.
- A **Breakdown** caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, flood, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force with respect to the **Vehicle**.
- Loss of use, loss of time, loss of profits or savings, inconvenience, commercial loss, property damage, bodily injury, punitive damages, and any incidental or consequential damages or loss of any kind that results from a **Breakdown**. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to **You**.
- Any costs or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
- A gradual reduction in operating performance due to normal wear and tear, such as guides, valves, rings and loss of compression.
- Seals and gaskets are not covered unless required in the repair of a Covered Part.
- Repairs covered by the original manufacturer's warranty, provided such warranty has been transferred to **You**.
- The costs associated with the tear down or diagnosis of a potential **Breakdown**, unless it is subsequently determined that **Breakdown** covered by this **Service Agreement** has occurred.

## HOW TO OBTAIN SERVICE UNDER YOUR SERVICE AGREEMENT

- If the **Vehicle** experiences a **Breakdown**, **You** must use all reasonable means to protect the **Vehicle** from further damage. This may require **You** to stop the **Vehicle**, turn off the engine, and have the **Vehicle** towed.
- **You** must contact the **Administrator**, toll-free at 1-800-531-1925, to obtain the name and location of an approved repair facility near **You**. **You** must make arrangements to deliver the **Vehicle** to the approved repair facility and present this **Service Agreement**. The repair facility must not commence repairs without first calling the **Administrator** with an estimate of the repairs and must receive a work authorization number from the **Administrator**.
- The cost of any and all repairs performed by any person or repair facility prior to receiving a work authorization number from the **Administrator** will

not be reimbursed under this **Service Agreement** and may void **Your Coverage** under this **Service Agreement**.

- If **You** have any questions regarding service under this **Service Agreement**, **You** should contact the **Administrator** at 1-800-531-1925.

#### **OTHER IMPORTANT SERVICE AGREEMENT PROVISIONS**

- If the original manufacturer's warranty relating to the **Vehicle** has been transferred to **You** or another service contract that may be in place, **You** must first obtain all repairs of the Covered Parts under the manufacturer's warranty or other service contract before this **Service Agreement** will apply.
- If any authorized repairs under this **Service Agreement** are performed by a repair facility approved by the **Administrator**, **You** must transfer and assign to **Us** all rights **You** may have against such facility, including **Your** rights under any repairer's guaranty, and do nothing to prejudice **Our** ability to enforce such rights. As one remedy to enforce such rights, **We** may require **You** to take the **Vehicle** back to such facility for follow-up repairs.
- If **You** allow any person to perform repairs to a Covered Part without the approval of the **Administrator**, **You** must first exhaust all of **Your** rights and remedies against such person with respect to such repairs if they are performed in a faulty manner or otherwise cause a subsequent **Breakdown** to occur.

Warranty America, LLC, located at 5695 Yukon Street, Arvada, CO 80002, 800-531-1925. Our obligations to perform under this Contract are insured under policy **#22638-0** issued by **First Commercial Insurance Company** ("**Insurer**"), with office located at 2300 W 84<sup>th</sup> Street Hialeah, Florida 33016. For inquiries contact Associated Insurance Brokers 13499 Biscayne Blvd Tower Suite 4 North Miami, FL 33181 Phone (305) 919-9727 Fax (305) 362-5908. If the Claims Administrator fails to pay a claim under this Contract within 60 (sixty) days of proof of loss by you, you may make a direct claim against First Commercial by writing to the aforementioned address.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION – 1-800-531-1925**

#### **CANCELLATION SECTION**

1. **CANCELLATION** — This **Agreement** applies only to **You** and **Your Vehicle**. In the event the covered **Vehicle** is repossessed, declared a total loss, or **You** give notice of cancellation, this **Agreement** shall terminate. Submit immediately to (per #3 below) or the selling dealer/vendor in writing the following: the Contract number, VIN, mileage, including a certified ending odometer reading, make and model of **Vehicle**. If cancelled within thirty (30) days and no claims have been paid, the amount of the refund shall be equal to the full amount paid for this agreement. Otherwise in determining the amount of any refund, the purchase price of the **Agreement** shall be multiplied by the greater of (a) the portion obtained by dividing

the total mileage used from the date of sale of the **Vehicle** by the maximum number of miles covered under this **Agreement** or (b) the fraction obtained by dividing the number of months covered under this **Agreement**. The difference between the number so obtained and the price of the **Agreement**, less a refund fee (as determined below), less any authorized claims (where allowable by law) shall be refunded to **You** and/or the lienholder. In the event of repossession or total loss the lienholder will be the sole payee. Refer to the state notices on the back of this page for specific state guidelines. CANCELLATION FEE: The cancellation fee is \$75.00. See State Guidelines for exceptions.

2. **We** may cancel this **Agreement** for fraud, misrepresentation, or for non payment of this **Agreement** by mailing a Notice of Cancellation stating the reason for cancellation to **Your** last known address.
  - i. In the event the cost of this **Agreement** is included in a ‘Retail Installment Sales Contract’ and **We** cancel this **Agreement** prior to payment in full of the installment sales obligation, the refund due hereunder shall be made to the lienholder.
  - ii. Cancellation of this **Agreement** shall become effective fifteen (15) days after Notice of Cancellation has been mailed to **You**.
3. In the event **You** cancel this **Agreement**: Please mail cancellation requests including certified ending odometer reading to: Warranty Financial Services, 2323 Highway 9, Howell, NJ 07731.
4. By The Lienholder — **You** understand and acknowledge that the lienholder (if any) has the right to cancel this **Agreement** if **Your Vehicle** is repossessed or destroyed or **You** are otherwise in default of **Your** obligations to repay the amount financed by the lienholder.