

# 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**

# WARRANTY FINANCIAL ULTIMATE CARE PLAN

## Vehicle Service Contract

Provider – WARRANTY AMERICA, LLC

5695 Yukon Street, Arvada, CO 80002

1-800-531-1925

### Congratulations!

Congratulations on your purchase. You have selected a comprehensive Vehicle Service Contract giving you peace of mind and security against mechanical failures under the terms herein.

**CUSTOMER SERVICE – 1-800-830-2579**

**CLAIMS – 1-800-531-1925**

### IMPORTANT INFORMATION YOU NEED TO KNOW

Please look for “Your Contract Number” on the Declaration Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

<b>TOPIC/SECTION</b>	<b>PAGE</b>
Definitions .....	1
Vehicle Service Contract Terms and Conditions.....	1
Coverages .....	3
Benefits.....	5
Maintenance Requirements.....	6
What to do in the Event of a Failure.....	6
Transfer Rights and Procedure .....	7
Cancellation of Vehicle Service Contract.....	7
Exclusions.....	8
Special State Disclosures (If applicable).....	S1

## DEFINITIONS

The following definitions apply to words frequently used in this Contract and appear in boldface type.

**You, Your** - Refers to the Contract holder named on your Declaration Page or the person to who this Contract was properly transferred.

**We, Us, Our** - Refers to the entity who is obligated to perform under this Contract, as indicated on the Declaration Page.

**Administrator** - Refers to Warranty America, LLC.

**Contract** - Refers to this vehicle Service Contract which You purchased from Us to protect Your Vehicle.

**Declaration Page** - Refers to the numbered document (Contract Number) which should be enclosed and becomes part of this Contract. It gives information about You, Your Vehicle, Coverage chosen and other significant data.

**Coverage** - Refers to the component protection You have chosen, as shown on the Declaration Page.

**Your Vehicle** - Refers to the vehicle which is described on Your Declaration Page, which cannot be used for rental, emergency or for-hire purposes.

**Failure** - Refers to the Failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely due to its condition, and not due to the action or inaction of any non-covered parts. A failure does not include gradual reduction in operating performance due to normal wear and tear.

## VEHICLE SERVICE CONTRACT TERMS & CONDITIONS

This Contract is subject to the following provisions:

### 1. CONTRACT PERIOD

Coverage under this contract begins on the 31st day after the contract sale date and 1,000 miles from the odometer reading at the time of sale, and will expire according to time and/or mileage of the contract selected, whichever occurs first, as shown on your Declaration Page. a.) A Used Vehicle Contract expiration is measured from the Contract purchase date and the odometer mileage at Contract purchase date.

### 2. FAILURE OF COVERED PARTS AND LABOR

We will pay or reimburse You for reasonable costs to repair or replace any Failure of a part and labor included in Your Coverage. Replacement parts may be new, remanufactured or replacement parts of like kind and quality.

### 3. TERRITORY

This Contract is limited to Failures which occur, and repairs that are made, within the United States of America and Canada.

#### **4. LIMIT OF LIABILITY**

The aggregate total of provider's liability for all benefits paid or payable during the term of this Contract shall not exceed the actual cash value of the vehicle according to current National Auto Dealers Association standards for the life of the contract.

#### **5. CONTRACT RENEWAL**

This Contract may be renewed for continuous one (1) year terms at the then prevailing renewal rate. The request for renewal must be made at least thirty (30) days or one thousand (1,000) miles prior to the expiration of this Contract to qualify for a replacement Contract. The vehicle must meet the current underwriting criteria relating to vehicle and Coverage eligibility. Contact Administrator for details, including rates and inspection requirements.

#### **6. MAINTENANCE REQUIREMENTS**

You must maintain Your Vehicle according to the manufacturer's recommendations as outlined in the owner's manual.

*Note: Your owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. You are required to follow the maintenance schedule that applies to Your conditions. You must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in Your Vehicle. It is necessary for You to retain verifiable receipts for all parts and materials necessary to perform the required maintenance, If necessary, this documentation will be verified by the Administrator.*

#### **7. CONTRACT INSURED BY**

**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.**

#### **8. ARBITRATION**

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

## COVERAGES

### What is Covered by Contract

*All of the components and parts listed in this agreement are covered, less the deductible stated on the Declaration Page for each repair visit.*

*When you purchase this Agreement all components of your vehicle must be operating properly and in accordance with the manufacturer's specifications to qualify for coverage under this Agreement. PREEXISTING CONDITIONS are not covered. Any defect in the part(s) covered by this Agreement existing on the date this Agreement was purchased is not covered by this Agreement*

### WFS of America Coverage

**ENGINE (Gas & Diesel):** All internal engine parts including pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing chain or belt, timing gears, intake and exhaust valves, valve springs, valve guides, oil pump, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters, intake manifold, distributor shaft and housing, harmonic balancer, valve covers, timing gear cover, air cleaner and vacuum pump. The engine block and heads are also covered if damage is caused by a failure of any of the above covered components.

**ENGINE (Rotary):** All of the above listed parts, plus rotors, rotor seals, rotor chamber, eccentric shaft and bearings and all other internal parts of a rotary engine.

**TURBO CHARGER: (Optional Surcharge Required)** Internal parts, vanes, shafts, bearings, and housing if damage is caused by a failure of any of the above covered components.

**TRANSMISSION (Automatic & Standard):** All internal parts, torque converter, vacuum modulator, electronic control unit and wheel sensor, and mounts. Does not include clutch assembly, pressure plate, flywheel, throwout bearing or worn synchronizers. The case is also covered if damage is caused by failure of any of the above covered items.

**TRANSAXLE:** All internal parts, transaxle mounts, vacuum modulator, torque converter, drive axle shafts, constant velocity joints, front hub and bearing assembly. Does not include clutch assembly, pressure plate, flywheel, throwout bearing or worn synchronizers. The case is also covered if damage is caused by failure of any of the above covered items.

**TRANSFER UNIT (4x4) (Optional Surcharge Required):** Internal parts including bearings, bushings, sprockets, chains, sleeves, and gears (excluding electrical items). The transfer case is also covered if damage is caused by a failure of any of the above covered components.

**DRIVE AXLES:** All internal parts, propeller shafts, "U" joints, CV joints, axle shafts, bearings and supports, drive shaft, locking hubs, rings and bearings. Housing is covered if damaged by an internally lubricated part.

**STEERING (Manual and Power):** All internal parts in rack and pinion, all internal parts in recirculating ball housing, power steering pump, steering main and intermediate shafts, power cylinder assembly, pitman arm, tie rods, tie rod ends, drag link, power steering cooler, control valve.

**ELECTRICAL:** Alternator, electronic voltage regulator, generator, front wiper motor, starter motor, starter solenoid and manually operated switches, power window switches, power seat switches, horn button, turn signal switch, cruise control switch, headlamp switch, emergency warning flasher switch and wiper delay switch, starter drive and ring gear, electronic ignition module, heater blower motor, rear wiper motor, power door lock actuator, power window motors and power seat motors.

**FRONT AND REAR SUSPENSION:** Upper and lower control arm, control arm shafts and bushings, upper and lower ball joints, steering knuckles, stabilizer shaft and bushings, king pins and bushings, strut bar and bushings, spindles and spindle supports, shackle and eye bushings; wheel bearings and seals, torsion bars, stabilizer linkage.

**BRAKES:** Master cylinder, power assist boosters and valve, fan clutch and radiator.

**ANTI LOCK BRAKES (ABS):** Electronic control unit; anti lock computer module; wheel speed sensors proportioning valves; high-pressure hydraulic pump.

**AIR CONDITIONING:** Compressor, condenser, compressor clutch, pulley, clutch coils, poa valve, evaporator, drier, accumulator, orifice, temperature control programmer, idler pulley, blower motor, hi/low pressure cut off switch, ducts and outlet hoses (only factory and dealer installed equipment will be covered)

**COOLING:** Water pump, engine cooling fan motor, radiator fan, wheel cylinders, calipers, combination valve, steel lines and fittings and backing plates, power brakes cylinder, vacuum assist booster pump, springs, clips and retainers, self adjusters, rear activators, parking brake linkage and cables.

**FUEL:** Fuel tank and lines, fuel injector metering pump, fuel injectors, fuel distributor and electric fuel pump.

**ELECTRONICS:** Computerized mixture control unit sensor, anti- detonation sensors and ignition module.

**SEALS & GASKETS:** Seals and gaskets for covered components, but not as a primary failure.

**SPORT UTILITY (Optional, Surcharge Required):** Step bumpers and mounting brackets; spare tire carrier, swing arm, pivots, latches and locks; factory installed running boards; swing out mirror arms and mounts; pop-out or sliding side/rear window latches and hinges; convenience bed liner (not warpage); tailgate handle, lock, cables, hinges, latches and edge protectors; cargo lamp; tie downs. **Note:** Rust Damage and failure caused by rust is expressly excluded.

**ELECTRICAL HIGH TECH (Optional, Surcharge Required):** Factory installed sunroof motor and its wiring harness; convertible top motor, power antenna and master remote keyless entry module; cruise control servo, module and transducer, compass and thermometer.

**ELECTRIC SLIDING DOOR (Optional, Surcharge Required):** Sliding door motor; door control module; sliding door controller; sliding door lock actuator; sliding door switch.

**AUDIO VISUAL (Optional, Surcharge Required):** VCR; AM/FM radios; TV(s); antenna rotor package; tape decks; CD player, DVD player.

**GPS (Optional, Surcharge Required):** Navigation system, satellite dish motor and receiver.

## **BENEFITS**

### **Car Rental**

We will, in the event of a Failure covered by this Contract, pay or reimburse You for receipted expenses to rent replacement transportation (from a Dealer or licensed rental agency) while **Your Vehicle** is undergoing repair. Such payment shall be limited to thirty dollars (\$30) for each eight (8) labor hours, or portion thereof, of applicable labor time necessary to complete the repair, up to a maximum of one hundred fifty dollars (\$150) per occurrence. This coverage does not apply to time waiting for parts or other delays beyond the control of the repair facility. In the event of a major component (engine, transmission or drive axle) replacement, a maximum of three (3) days of parts delay coverage will be afforded provided additional authorization is obtained from Administrator (except where prohibited by law).

### **Towing and Road Service**

In the event of a Failure of a covered part, you will be reimbursed for reasonable related towing charges not to exceed \$50 per occurrence, actually incurred to tow the vehicle to an authorized licensed repair facility (except where prohibited by law).

### **Travel Expenses**

We will in the event of a Failure covered by this Contract occurs more than one hundred (100) miles from Your home, reimburse You up to seventy-five dollars (\$75) per day for up to three (3) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of Failure will be considered the first day of the three (3) day maximum period.

## MAINTENANCE REQUIREMENTS

As a condition precedent to the obligation of **Administrator** to repair or replace covered parts or components, the **Contract** holder shall have complied with all Terms and Conditions of the Contract, including specifically but without limitation the requirements for maintaining the vehicle.

- A. You must service and maintain serviceable, covered parts according to the Manufacturer's recommendations for new vehicles. **NOTE:** *Most Manufacturers have separate required maintenance schedules for "normal" and "more severe" operating conditions. Most vehicles today are operated under the "more severe" conditions which require more frequent maintenance, including shorter (3,000 miles) oil and filter changes and transmission fluid changes. All operating conditions require coolant changes at 30,000 miles. Other maintenance requirements are listed in your owner's manuals.*
- B. **Be sure only the proper high quality grade of lubricants and coolants as recommended by the Manufacturer are used in your vehicle.**
- C. Damage caused by inadequate fluid levels are not covered by this Contract. Check your fluid levels every 300 miles or when refueling.

**Keep all Your Maintenance Receipts and Repair Orders** — Proof of proper maintenance may be required for certain repairs under this Contract.

## WHAT TO DO IN THE EVENT OF A FAILURE

Protect your vehicle from further damage. If we determine that you did not protect your vehicle from further damage we will not be responsible for such damage.

1. Covered repairs may be made by a Repair Facility of your choice. The Repair Facility **must obtain an authorization** number from **Administrator's** Claim Department **prior to proceeding with repairs at 1-800-531-1925**. Repair Facilities with whom Administrator has a national account:

**Pep Boys** (General Repairs)

1-800-873-7269

2. In the event of any dispute between Administrator and the Repair Facility, Administrator shall have the right to take possession and remove said vehicle to a Repair Facility of their choice.
3. **Administrator** will then pay the Repair Facility.
4. State Law and Administrative Code supersede any other provision herein.
5. If claim exceeds amount paid into financed; the outstanding balance may be deducted from the authorized claim payment.

## TRANSFER RIGHTS AND PROCEDURE

### Transfer Rights

This Contract is for the benefit of the original Contract Holder and is transferable subject to a transfer fee and providing Contract is being transferred to a subsequent private purchaser of the Contract Holder's vehicle. (Transfer rights are voided when vehicle is either traded or sold to an Automobile Dealer or Broker.)

### Transfer Procedure

Submit the following:

1. Transfer application (available from Administrator).
2. Bill of sale showing sale date and mileage at time of sale.
3. \$75.00 check to Administrator within fifteen (15) days of transfer of vehicle ownership.
4. Contract has been paid in full.

## CANCELLATION OF VEHICLE SERVICE CONTRACT

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 VSC shall terminate. Submit immediately to Warranty Financial Services (per #3 below) or the selling dealer/vendor in writing the following: the VSC 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 VSC shall be multiplied by the greater of (a) the portion obtained by dividing the total mileage used from the date of sales of the vehicle by the maximum number of miles covered under this VSC or (b) the fraction obtained by dividing the number of months covered under this VSC. The difference between the number so obtained and the price of the VSC, 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 \$50.00. 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 North, 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.

## EXCLUSIONS

Parts not listed are not covered. This Vehicle Service Contract Provides NO Coverage or Benefits for the following:

- A. The following parts: Not limited to carburetor; battery; shock absorbers; manual transmission clutch assembly; friction clutch disc and pressure plate; throwout bearing; manual and hydraulic linkages; distributor cap and rotor; safety restraint systems (including air bags); glass; lenses; sealed beams; light bulbs; brake rotors and drums; exhaust and emission systems; weather strips; trim; moldings; bright metal; chrome; upholstery and carpet; paint; outside ornamentation; bumpers; body sheet metal and panels; tires; wheels/rims; GPS navigation systems; phone systems and TV/video/entertainment systems.
- B. Maintenance services and parts described in your vehicle's owner's manual as supplied by the manufacturer and other normal maintenance services and parts including, but not limited to: Alignments; wheel balancing; tuneups; spark plugs and spark plug wires; glow plugs; hoses; drive belts; brake pads; linings and shoes; drums and rotors wipers blades, filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required due to a covered failure.
- C. Any component not covered by the vehicle manufacturer for the full term of the vehicle warranty is excluded.
- D. Any failure resulting from collision; internal or external fire; theft; vandalism; riot; explosion; lightning; earthquake; freezing; rust or corrosion; windstorm; hail; water or flood; acts of god; salt; environmental damage; contamination or loss of fluids, fuels, coolants or lubricants.
- E. Any Failure caused by misuse; abuse; negligence; lack of normal maintenance required by the manufacturer's maintenance schedule for your vehicle; improper servicing by you after the effective date of this contract; sludge build-up or not maintaining Proper levels of lubricants and/or coolants; or not protecting the vehicle from further damage when a failure has occurred.

- F. Any repair or replacement of a covered part if a failure has not occurred within permitted tolerances by the manufacturers, or if the wear on that part has not exceeded the field tolerances permitted by the manufacturer.
- G. If any alterations have been made to your vehicle or you are using, or have used, your vehicle in a manner not recommended by the manufacturer. This will include, but not be limited to, the failure of any custom or add-on part; any frame or suspension modifications; lift kits; oversized/undersized tires or wheels; trailer hitches; and or modifications to the engine, emissions or exhaust systems.
- H. If your odometer has ceased to work and repairs have not been immediately made; the odometer has been altered in any way subsequent to purchase; or if vehicle's true mileage cannot be determined.
- I. Our liability for incidental and consequential damages including, but limited to, personal injury, physical damage, property damage, loss of use of your vehicle, loss of time, inconvenience, and commercial loss resulting from the operation, maintenance, or use of your vehicle is expressly excluded.
- J. Repairs to seized or damaged engines due to continued operation without sufficient lubricants or coolant. You are responsible for making certain that the oil and temperature warning lights/gauges are functioning properly. You must pull off the road immediately and discontinue vehicle operation when either of these lights/gauges indicates inadequate protection or performance.
- K. When responsibility for a repair is covered by an insurance policy; warranty from the manufacturer including extended drive train, major component or full coverage warranties; a repairer's guarantee/warranty; or failures for which the manufacturer has announced its responsibility through any means, including recall campaigns and factory service bulletins.
- L. If your vehicle is used for towing a trailer or other object or vehicle without being equipped with a factory installed or authorized tow package; or if used for commercial purposes, including, but not limited to, rental, taxi, limousine, livery or shuttle, towing or road repair, construction, farming or agricultural purposes; job site activities, hauling, police or emergency services, principal off road use, racing, competitive driving, snow removal, route-work, service or repairs unless commercial use option has been purchased and accepted by us.
- M. Any failure occurring prior to the contract purchase date, or if information provided by you or a repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- N. Any failure occurring outside of the United States of America or Canada.
- O. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel or improper engine adjustments.

**WARRANTY FINANCIAL ULTIMATE CARE PLAN**  
**PROVIDER – WARRANTY AMERICA, LLC**  
**5695 Yukon Street, Arvada, CO 80002**  
**1-800-531-1925**