



Carefree
Car
Protection®

CAREFREE CAR PROTECTION®
MECHANICAL FAILURE SERVICE CONTRACT

D-100 (07/07)

CONTRACT NUMBER J00001491668		FORM NUMBER D1000107	SERIAL NUMBER
YEAR	MAKE	MODEL	CURRENT ODOMETER READING

DEALER INFORMATION

SELLING DEALER	FWS DEALER #		
DEALER ADDRESS	CITY	STATE	ZIP
LIENHOLDER	ADDRESS		
DEALER SIGNATURE			

SERVICE CONTRACT INFORMATION*

TERM / MILEAGE SELECTED		COVERAGE SELECTED	
1 YEAR / 12,000 MILES	☐	5 YEARS / 100,000 MILES	☐
2 YEARS / 24,000 MILES	☐	6 YEARS / 60,000 MILES	☐
3 YEARS / 36,000 MILES	☐	6 YEARS / 72,000 MILES	☐
4 YEARS / 48,000 MILES	☐	6 YEARS / 100,000 MILES	☐
4 YEARS / 60,000 MILES	☐	7 YEARS / 70,000 MILES	☐
5 YEARS / 60,000 MILES	☐	7 YEARS / 100,000 MILES	☐
5 YEARS / 75,000 MILES	☐	10 YEARS / 100,000 MILES	☐
		POWERTRAIN (PTR) ☐ GOLD (PG) ☐	
		SILVER (PUS) ☐ GOLD PLUS (PGP) ☐	
		PLATINUM (PNP) ☐	
		DEDUCTIBLE SELECTED	
		\$0 (ZRD) ☐ \$50** (ZRF) ☐ \$100 (ZIH) ☐ \$250 (ZTF) ☐	
		** WAIVED IF REPAIRS ARE MADE AT SELLING DEALER	
SERVICE CONTRACT PURCHASE PRICE	SEE "SERVICE CONTRACT PERIOD" TO DETERMINE EXPIRATION DATE AND MILES		
SERVICE CONTRACT PURCHASE DATE		OPTIONAL ROAD HAZARD TIRE COVERAGE (HTC) ☐	

*THIS SERVICE CONTRACT MAY PROVIDE CERTAIN COVERAGES WHICH ALREADY MAY BE INCLUDED IN ANY APPLICABLE MANUFACTURER'S WARRANTY.

SERVICE CONTRACT HOLDER INFORMATION

FIRST NAME	LAST NAME		
ADDRESS	CITY	STATE	ZIP
(AREA CODE) TELEPHONE NUMBER	YOU UNDERSTAND THAT THE PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE THIS VEHICLE AND HAS A STANDARD \$100 DEDUCTIBLE.		
SIGNATURE	NOTICE TO SERVICE CONTRACT HOLDER: YOU are required to obtain authorization prior to beginning any repairs covered by this Service Contract except as noted in #4 of "HOW TO MAKE A CLAIM". This Service Contract is subject to the "ARBITRATION" section contained herein. Please see STATE AMENDMENTS section for additional state provisions.		

OPTIONAL CAR CARE SERVICE PLAN INFORMATION

SEE OWNER'S MANUAL FOR COMPLETE LISTING OF FULL FACTORY RECOMMENDED SERVICES

OPTIONAL CAR CARE PURCHASE DATE	OPTIONAL CAR CARE PURCHASE PRICE	I hereby acknowledge the purchase of Optional Car Care Service Plan and that this Plan is subject to the "ARBITRATION" section contained herein. Signature _____	
SELECT BOTH TERM / MILEAGE AND SERVICE LEVEL:			
PREMIUM	PREMIUM	VALUE	VALUE
3,000 MILES	3,750 MILES	5,000 MILES	7,500 MILES
☐ 2/30,000 STANDARD (MNS)	☐ 3/37,500 STANDARD (MNP)	☐ 2/30,000 STANDARD (MNS)	☐ 3/37,500 STANDARD (MNP)
☐ 3/36,000 (MNS)	☐ 4/52,500	☐ 3/35,000 (MNS)	☐ 4/52,500
☐ 3/45,000	☐ 5/60,000	☐ 3/45,000	☐ 4/50,000
☐ 4/48,000 PLUS (NS+)	☐ 5/60,000	☐ 4/50,000 PLUS (NS+)	☐ 5/60,000
☐ 5/60,000	☐	☐ 5/60,000	☐

Washington Residents Only: By initialing this box, YOU acknowledge YOU have reviewed with Selling Dealer the sections of this Service Contract titled: SERVICE CONTRACT COVERAGE, VEHICLE COVERED PARTS, SERVICE CONTRACT PERIOD, EXCLUSIONS FROM COVERAGE, HOW TO MAKE A CLAIM, CANCELLATION, DEDUCTIBLE AND UNCOVERED COSTS and IMPLIED WARRANTY. CONTRACTUAL LIABILITY POLICY # CL-02-091.

SERVICE COMPANY AND ADMINISTRATOR:

FIDELITY WARRANTY SERVICES, INC.

P.O. BOX 8567 ▼ DEERFIELD BEACH, FLORIDA 33443 ▼ 1-800-327-5172

PARTIES TO THIS SERVICE CONTRACT: The following **BOLD** print appearing throughout this Service Contract has the following meanings: “**YOU**” and “**YOUR**” mean the customer named as Service Contract Holder on the front of this Service Contract. “**WE**”, “**US**” and “**OUR**” refer to Fidelity Warranty Services, Inc (“FWS”). In some states, “**WE**”, “**US**” and “**OUR**” may refer to the Selling Dealer noted on the front page of this Service Contract. Please refer to the State Amendment section for exceptions.

SERVICE CONTRACT PERIOD: Coverage under this Service Contract begins on the “Service Contract Purchase Date” shown on the front of this Service Contract and expires according to the Term or Mileage of the plan selected, whichever occurs first. Plan expiration is measured in Term/Mileage from the “Service Contract Purchase Date” and “Current Odometer Reading”.

SERVICE CONTRACT COVERAGE: In the event of Mechanical Breakdown of a Covered Part, **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. Mechanical Breakdown means: (1) The failure of a Covered Part due to faulty workmanship or materials supplied by the original vehicle manufacturer or distributor, or; (2) The failure of a Covered Part due to a gradual reduction in operating performance as a result of normal wear and tear, prior to the vehicle reaching 50,000 miles. 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 OTHER WARRANTY, SERVICE POLICY, RECALL, OR REPAIR ADJUSTMENT (“OTHER COVERAGE”), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS SERVICE CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.** This Service Contract is not an insurance policy, a warranty, or a guarantee.

PLAN COVERAGE: There are five coverage plans (Powertrain, Silver, Gold, Platinum) described in this Service Contract. The coverage plan that applies to **YOUR** vehicle is determined by which box has been checked on the front of this Service Contract.

VEHICLE COVERED PARTS POWERTRAIN COVERAGE PLAN

ENGINE: Engine block and cylinder heads and all internally lubricated parts including pistons, piston rings, pins and cylinder sleeves; crankshaft, pulley, main bearings, caps and bolts; connecting rods, rod bearings, caps and bolts; camshaft(s), camshaft bearings, buttons and plugs; timing gears and timing chain or belt; rocker arms, rocker arm pivots, shafts and bushings; intake and exhaust valves, springs, guides, adjusters, retainers and seats; pushrods and lifters; intake manifold; exhaust manifold; balance shaft; water pump; fuel pump; thermostat; oil pump, cover, gears, pressure relief valve and screen; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve and wastegate; seals and gaskets.

TRANSMISSION/TRANSAXLE/TRANSFER CASE: Transmission/transaxle case and all internally lubricated parts including ring and pinion gears; oil pump, cover, gears, housing and vanes; torque converter; valve body(s); throttle valve; valve pack; governor, gear and cover; parking gear and pawl; roll pins; sprags; sprockets; chain; springs; stator and shaft; pressure regulator valve; pressure switches; solenoids; bands; automatic transmission/transaxle clutch, drums, pistons and steel plates; planetary and sun gears; servos and rings; blockers; synchronizer hubs and keys; bearings; bushings; supports and shafts; control rings; yoke; extension housing; speedometer drive gears; accumulators and rings; adjusters; all internal fasteners, nuts and bolts; shift cover and forks; separate bell housing; transfer case and all internal parts contained within the transfer case; seals and gaskets. **(STANDARD TRANSMISSION CLUTCH ASSEMBLIES AND ALL COMPONENT PARTS ARE NOT COVERED.)**

DRIVE AXLE: Differential/axle housing(s) and all internally lubricated parts including the axle flange; ring and pinion gear/carrier assembly; spider gears and bearings; pins; retainers; positraction clutches, plates and springs; cover; seals and gaskets.

SILVER COVERAGE PLAN

(includes POWERTRAIN coverage plus the following additional parts)

STEERING: Steering gear housing and internal parts including control rings, valves, pinion shaft, pitman shaft, worm shaft and gear, sector shaft, bearings, adjusters; rack and pinion housing and internal parts including control valve, rack bellows, mounts, rack shaft and yoke, spool valve, bearings; power steering pump and internal parts including housing, reservoir, shaft and vanes; power steering pump mounting brackets; seals and gaskets.

BRAKES: Master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines, hoses and fittings; brake pedal apply pin; seals and gaskets. **(ABS COMPONENTS NOT COVERED.)**

AIR CONDITIONING: Condensor; compressor; evaporator; orifice/expansion; seals and gaskets.

FRONT SUSPENSION: Upper and lower control arms, shafts and bushings; struts, housing and cartridge; spindle/steering knuckle and spindle support.

ELECTRICAL: Alternator housing and all internal parts including bearings, bushings, brushes, rectifier bridge, diodes, field coil and rotor; alternator mounting bracket; voltage regulator; starter motor housing and all internal parts including bushings, brushes, field windings, starter drive and solenoid.

GOLD COVERAGE PLAN

(includes POWERTRAIN and SILVER coverage 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.

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

DRIVE AXLE: Constant velocity joints; slip joint; front wheel drive axles/halfshafts 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.

BRAKES: Compensator/proportioning valve; metering valve; calipers, piston, seal and dust boot; wheel cylinders, cups, seals, spring and dust boots; backing plate; brake adjusters; brake pedal, pedal lever and pedal pivot; parking brake cable; ABS component parts including control processor/module, pump, dump valve, wheel speed sensors, solenoids, accumulator, and pressure differential switch.

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.

FRONT SUSPENSION: Wheel bearings; ball joints and bushings; kingpin and bushings; stabilizer bar, links and bushings; torsion bar, mounts and bushings; track bar, links and bushings.

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 speed control; 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; I.A.C. motor; electronic ignition module; electronic instrument panel module; ignition coil; engine distributor including shaft, gear, bushings and modules; throttle position sensor; vehicle speed sensor; M.A.P. sensor; knock sensor and barometric pressure sensor.

GOLD PLUS COVERAGE PLAN

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

FUEL: Fuel lines; fuel pressure regulator; level sending unit; fuel injectors and seals; injection pump; ESC systems; fuel injection control components including mixture control processor, throttle body assembly, cutoff valve, fuel rail, fuel distributor, trigger contacts, cold start valve, fuel injection valve, fuel accumulator; tank; tank door latch; tank filler neck and o-ring.

AIR CONDITIONING: Compressor mounting brackets; idler pulley and bearings; air conditioning/heater blower motor.

STEERING: Steering wheel tilt and telescoping mechanism.

FRONT SUSPENSION: Coil and leaf springs, seats and bushings, leaf spring shackles, electronic level control components including pump, accumulator, lines and bags.

REAR SUSPENSION: Upper and lower control arms, shafts and bushings; upper and lower ball joints; struts, housing and cartridge; wheel bearings; 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.

ELECTRICAL: Cruise control module; servo, cables and switches; instrument cluster including speedometer, odometer, tachometer and all gauges, warning indicators; burglar alarm or electronic entry systems including remote entry receiver, sender and module; door lock actuators; mirror motor; power window switch; power lock switch; rear window defogger; horn and relay; convertible top motor; sunroof motor; power antenna motor; electrical headlamp motor; power trunk/hatch release motor, switch and solenoid; power sliding door motor and switch; electronic control modules including body control module, electronic control unit, powertrain control module, transmission control module; electronic throttle control module; crank angle sensor; camshaft position sensor; throttle position motor; fuel pulse dampener; wide open throttle switch; thermo time switch; fuel pump relay; automatic temperature control sensor; ride height sensor and relay; oxygen (02) sensor; mass air flow sensor; manifold differential pressure sensor; coolant temperature sensor; OEM radio/graphic equalizer/cassette tape player/compact disc player.

PLATINUM COVERAGE PLAN

Includes the Powertrain, Silver, Gold and Gold Plus coverage plans plus ANY OTHER MECHANICAL BREAKDOWN except for those items listed in the sections “**EXCLUSIONS FROM COVERAGE**”, and the section “**LIMITS OF LIABILITY**.” All other terms and conditions of this Service Contract remain unchanged.

☆
☆
☆
☆
☆
☆
☆
☆
☆
☆

RENTAL CAR COVERAGE: YOU will be allowed up to \$35 per day for a maximum of ten (10) days for car rental expense incurred, if required due to a covered Mechanical Breakdown. YOU are responsible for obtaining the rental car and rental car expense incurred must be from a licensed rental car agency or authorized dealer. WE will then reimburse YOU. **RENTAL CAR REIMBURSEMENT IS NOT PROVIDED FOR PARTS DELAY, SHOP SCHEDULING, OR FOR WORK NOT COVERED BY THIS SERVICE CONTRACT. YOU MUST RECEIVE PRIOR AUTHORIZATION FOR RENTAL EXPENSES. RENTAL REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION.**

TOWING COVERAGE: YOU will be allowed up to \$75 per covered Mechanical Breakdown for towing expense incurred from a towing company, if required due to such covered Mechanical Breakdown.

TRAVEL BREAKDOWN: In the event of a Mechanical Breakdown of a Covered Part, **WE** will reimburse **YOU** for motel/hotel lodging and restaurant expense incurred, commencing the day after the claim is reported to **US**, providing **YOU** are in excess of 100 miles from home. Such expense shall be limited to \$75 per calendar day and \$375 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 repair, 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 covered Mechanical Breakdown. This coverage includes disc brake rotor or brake drum resurfacing required as a direct result of a covered 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 covered repair. **THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.**

OPTIONAL ROAD HAZARD TIRE COVERAGE: WE will pay to repair, or if not repairable, to replace a damaged tire, provided the tire damage is caused by Road Hazard. Road Hazard is defined as debris on the road surface or road surface conditions such as potholes, cracks and breaks. Return the vehicle to **YOUR** Selling Dealer. If the tire can be safely repaired, as determined by the repair facility, **WE** will pay for or reimburse **YOU** for the repair, up to a maximum of \$40. Unserviceable tires will be replaced with a comparable new tire, as determined by FWS, subject to a per occurrence limit of \$200 for each tire. The maximum lifetime benefit for Optional Road Hazard Tire Coverage, for the duration of the Service Contract, is \$1,000. Service Contract Deductible does not apply to Optional Road Hazard Tire Coverage. Coverage applies only when the Optional Road Hazard Tire Coverage box on the front of this Service Contract is checked. Coverage ends when the lowest tread depth reaches 2/32" or when this Service Contract terminates. Coverage is limited to the original set of tires on the vehicle at the time of purchase and new replacement tires and is not transferable to any other vehicle. **THIS COVERAGE WILL NOT PAY FOR TIRE DEFECTS, COLLISION OR CURB DAMAGE, VANDALISM, WHEELS, ATTACHING HARDWARE, WHEEL COVERS, "SPACE SAVER" STYLE SPARE, TIRE ROTATION, ALIGNMENT AND ANY DISPOSAL FEES. BENEFITS DESCRIBED UNDER RENTAL CAR COVERAGE, TOWING COVERAGE AND TRAVEL BREAKDOWN DO NOT APPLY TO ROAD HAZARD TIRE COVERAGE.**

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 the front page of 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 \$50 deductible option and return to the Selling Dealer to have repairs made, the deductible will be waived. If **YOU** selected the \$50 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. When a breakdown to a Covered Part occurs which is covered by a manufacturer's warranty, **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: The Service Contract may be cancelled by **YOU** at any time. To cancel, **YOU** must return the Service Contract to **YOUR** Selling Dealer. If **YOU** cancel during the first sixty (60) days, a 100 percent refund of the Service Contract Purchase Price will be made, less a \$50 administration fee. If **YOU** cancel after the first thirty (30) days, 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 a \$50 administration fee. 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 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, material misrepresentation, or failure to pay the Service Contract Purchase Price.

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 PART, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, ACCIDENTAL LOSS; ANY MECHANICAL BREAKDOWN CAUSED BY ACCIDENTS, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOPTION, RIOTS, WARS;
2. THE REPAIR OR REPLACEMENT OF A COVERED PART BY ANY MANUFACTURER WARRANTY OR FOR ANY OTHER COVERAGE OR OTHER REASON THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR REPAIRER OF THE VEHICLE WILL REPAIR OR REPLACE THE PART AT ITS EXPENSE OR AT A REDUCED COST;
3. ANY INVOICE PRESENTED TO FWS FOR PAYMENT FOR SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;
4. ANY CLAIM IF YOUR VEHICLE'S ODOMETER, SINCE THE PURCHASE DATE OF THIS SERVICE CONTRACT, HAS BEEN ALTERED, DISCONNECTED, IS INOPERABLE, OR ACTUAL MILEAGE CANNOT BE DOCUMENTED, OR REASONABLY BE ESTIMATED;
5. ANY CLAIM IF YOUR VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, SNOW REMOVAL, CARRIAGE OF PASSENGERS FOR HIRE, COMMERCIAL DELIVERY/ SERVICE/REPAIR, RENTAL PURPOSES, TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;
6. ANY MECHANICAL BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, IMPROPER TOWING, LACK OF MAINTENANCE OF THE FAILED COVERED PART;
7. ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, CHEMICALS;
8. 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;
9. HAZARDOUS WASTE DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, AND CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ ODORS/WATER LEAKS;
10. ANY CONSEQUENTIAL, SECONDARY DAMAGES OR UNREASONABLE COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A PART;
11. 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;
12. UNDER POWERTRAIN, SILVER, GOLD AND GOLD PLUS COVERAGES, ANY PART THAT IS NOT SPECIFICALLY LISTED AS COVERED UNDER THE COVERAGE SELECTED;
13. UNDER PLATINUM COVERAGE, ANY OF THE FOLLOWING PARTS: BRAKE LININGS, BRAKE DRUMS AND ROTORS, DISC BRAKE PADS, STANDARD TRANSMISSION CLUTCH COMPONENTS, AIR BAGS, SOLAR POWERED DEVICES, HINGES, GLASS, LENSES, SEALED BEAMS, BODY PARTS AND/OR PANELS, TRIM, MOLDINGS, DOOR HANDLES, LOCK CYLINDERS, TIRES, WHEELS, BATTERIES, LIGHT BULBS, UPHOLSTERY, PAINT, BRIGHT METAL, FREEZE PLUGS, HEATER AND RADIATOR HOSES, EXHAUST SYSTEM, SHOCK ABSORBERS, AUDIO, SECURITY OR OTHER SYSTEMS NOT FACTORY INSTALLED, WORK SUCH AS FRONT-END ALIGNMENT OR WHEEL BALANCING, CONSTANT VELOCITY JOINT BOOTS, SAFETY RESTRAINT SYSTEMS, CELLULAR PHONES, ELECTRONIC TRANSMITTING DEVICES (EXCEPT FOR THOSE SPECIFICALLY LISTED UNDER SILVER, GOLD, OR GOLD PLUS COVERAGE), RADAR DETECTORS, APPLIANCES, NEAR OBJECT AVOIDANCE SYSTEMS AND ALL LASER RADAR CRUISE CONTROL COMPONENTS, VINYL AND CONVERTIBLE TOPS;
14. BURNT VALVES, WORN PISTON RINGS, THE CORRECTION OF OIL CONSUMPTION, ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE;
15. ANY MAINTENANCE ON YOUR VEHICLE, UNLESS OPTIONAL CAR CARE SERVICE PLAN IS SELECTED;
16. ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER TRAVEL BREAKDOWN) ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE;
17. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION).

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 1-800-327-5172 during normal working hours to receive instructions. If YOU do not follow FWS' 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. FWS reserves the right to inspect any vehicle before authorization of any repairs. In order to make a claim under this Service Contract YOU must:

1. Have YOUR vehicle serviced according to the maintenance schedule provided in the Manufacturer's Owner's Manual. YOU must keep original copies of all repair orders, invoices and receipts from the performed services and maintenance and present the originals 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;
 3. Provide "teardown authorization" when requested by FWS, so that the repair facility can provide an accurate diagnosis and estimate of repairs;
 4. In the event of an emergency situation that occurs and FWS cannot be reached, the Service Contract Holder can proceed with repairs, but payment will be in accordance with the other provisions of this Service Contract;
 5. Submit a claim for reimbursement to FWS along with all required documents within thirty (30) days of authorization;
 6. 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 above 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 part covered by this Service Contract. **Replacement parts utilized in covered repairs 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 actual cash 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. The payment for or reimbursement for repair or replacement of Covered Parts and the benefits stated under RENTAL CAR COVERAGE, TOWING COVERAGE, TRAVEL BREAKDOWN, DIAGNOSTICS COVERAGE, RELATED DAMAGE COVERAGE, FLUID COVERAGE and OPTIONAL ROAD HAZARD TIRE 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 to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED ABOVE ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY THE PURCHASER.
2. If it is not clear which Term/Mileage or coverage plan has been purchased, **YOU** should contact **YOUR** Selling Dealer or FWS.
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.

ARBITRATION: **YOU** agree that all individual, class action, or other claims arising from or relating to this Service Contract and/or Optional Car Care Service Plan, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, are subject, at **YOUR**, the Selling Dealer's, or Fidelity Warranty Services, Inc.'s ("FWS") election, to neutral binding arbitration by The American Arbitration Association under the applicable AAA rules then in effect as modified by this Arbitration Provision. This includes, but is not limited to, claims asserted by **YOU** against the Selling Dealer, FWS, their affiliates, and/or their and their affiliates' employees, officers, successors, or assigns. Any arbitration hereunder shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. The Arbitrator shall follow applicable statutes of limitations, shall honor claims of privilege recognized at law, and, if timely requested by either party, shall provide a brief written explanation of the award's basis. Each party shall be responsible for its own attorney, expert, or other fees unless applicable law provides otherwise. **Any claim or dispute is to be arbitrated on an individual basis and not as a class action. YOU expressly waive any right to arbitrate a class action or in a private attorney general capacity, and there shall be no joinder or consolidation of parties, except for parties to the same contract.** In the event of a conflict between this Arbitration Provision and any other applicable arbitration provision, the other provision's terms shall apply; provided however, that this Arbitration Provision's prohibition on classwide arbitration shall apply. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the other provisions or the Service Contract and/or Optional Car Care Service Plan; provided however, that if the provision prohibiting classwide arbitration is deemed invalid, then this entire Arbitration Provision shall be null and void. This Arbitration Provision 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. **Neither YOU, the Selling Dealer, nor FWS will have the right to have a jury trial on any claim for which arbitration is elected. Discovery and rights to appeal are generally more limited than in a lawsuit, and other rights applicable in court may not be available in arbitration.** This Arbitration Provision will survive any termination, payoff, or transfer of this Service Contract and/or Optional Car Care Service Plan. Information regarding AAA and its procedures for filing a claim can be found at www.adr.org.

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

ALABAMA: If **YOU** cancel after thirty (30) days, the administration fee will be \$25. A 10 percent penalty will be applied to any refund that is not paid within forty-five (45) days of the return of this Service Contract. If **WE** cancel, **WE** will give **YOU** at least five (5) days notice of cancellation and state the effective date and reason for cancellation. If **WE** cancel, refunds will be calculated according to the Pro-Rata method and no administration fee will be charged. This Service Contract does not exclude pre-existing conditions.

ALASKA: This Service Contract will provide coverage if **YOUR** vehicle is used for snow removal, provided it is properly equipped for such use and is not used commercially.

ARIZONA: "WE", "US" and "OUR" appearing in **BOLD** throughout this Service Contract refer to Fidelity Warranty Services, Inc. ("FWS"). To cancel this Service Contract, **YOU** must return this Service Contract to **YOUR** Selling Dealer or the Administrator. This Service Contract is non-cancellable by **US** except for **YOUR** fraud or material misrepresentation in submitting a claim, or failure to pay the Service Contract Purchase Price. In the event **WE** fail to pay a valid claim or refund within thirty (30) days after proof of loss has been filed, **YOU** are entitled to make a direct claim to Courtesy Insurance Company. Please call 1-800-298-8011 for instructions. **The ARBITRATION section is amended to add the following: Arizona Service Contract Holders may file with the Director of the Arizona Department of Insurance for relief of any complaint under the provision of A.R.S. §§ 20-1095.04 and/or 20-1095.09. The EXCLUSIONS FROM COVERAGE section is amended to add the following: YOUR claim will not be denied based upon any condition existing in the vehicle prior to YOUR purchase of this Service Contract. The GENERAL section item 5.) is removed in its entirety.**

CALIFORNIA: 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 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. The **CANCELLATION** section is amended by the following: If this Service Contract is cancelled by **YOU** during the first sixty (60) days, no administration fee will be charged. If **YOU** cancel after sixty (60) days, 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 of \$25 or 0 percent of the unearned pro-rata Service Contract Purchase Price, whichever is less.

COLORADO: **OUR** obligations under this Service Contract are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442, Policy Number NT-AO-0001/CL-02-091.

CONNECTICUT: If this Service Contract has a term of less than one (1) year, the Service Contract term shall be extended for the time period that the vehicle is being repaired under this Service Contract. If **WE** do not resolve a dispute over the terms of this Service Contract, **YOU** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at P.O. Box 816, Hartford, Connecticut 06142-0816. This Service Contract may be cancelled by **YOU** at any time if the product is lost, stolen or destroyed.

GEORGIA: The **CANCELLATION** paragraph is amended as follows: The cancellation administration fee will be \$50 or 10 percent of the unearned pro-rata Service Contract Purchase Price, whichever is less. If **WE** cancel, **YOU** will be notified by certified mail stating the time when the cancellation will be effective, which shall not be less than thirty (30) days from the date of mailing. The cancellation shall conform to the requirements of Georgia Code Section 33-24-44. **WE** cannot cancel this Service Contract except for fraud, material misrepresentation, or non-payment of the Service Contract Purchase Price. If **WE** cancel, refunds will be calculated according to the Pro-Rata method and no administration fee will be charged. In the event the issuer of this Service Contract is unable to make a refund, **YOU** may file a claim directly with the insurer listed in this Service Contract. The **EXCLUSIONS FROM COVERAGE** section 1.) is removed in its entirety and replaced with the following: 1.) Any loss, damage or expense caused by accidents, any alteration to the vehicle or the part since the purchase of this Service Contract, use of oversized or undersized tires or wheels, alteration to the vehicle not authorized by its manufacturer, the failure of any part not covered by this Service Contract, accidental loss; section 8.) is removed in its entirety and replaced with the following: 8.) Any Mechanical Breakdown caused by contamination, overheating, lack of coolant or lubricants, lack of oil viscosity, restricted oil flow, salt, rust and rust damage, environmental damage, chemicals. The **ARBITRATION** section is deleted in its entirety.

HAWAII: The **CANCELLATION** paragraph is amended as follows: A 10 percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. The right to cancel this Service Contract in the first sixty (60) days and receive a 100 percent refund of the Service Contract Purchase Price is not transferable and only applies to the original Service Contract Holder. If **WE** cancel for any reason other than: 1.) nonpayment of the Service Contract Purchase Price; 2.) any material misrepresentation made by **YOU** or on **YOUR** behalf; or, 3.) any substantial breach of contractual duties by **YOU**, **WE** will provide **YOU** with written notice of cancellation at least five (5) days prior to the effective date of cancellation.

IDAHO: Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: The cancellation administration fee will be \$50 or 10 percent of the pro-rata refund amount, whichever is less.

INDIANA: **YOUR** proof of payment to **US** for this Service Contract shall be considered proof of payment to the insurance company which guarantees **OUR** obligations to **YOU**, providing such insurance was in effect on the Purchase Date of this Service Contract.

IOWA: In the event **YOU** have any questions regarding **YOUR** Service Contract, **YOU** may contact Fidelity Warranty Services, Inc., P.O. Box 8567, Deerfield Beach, Florida 33443 or Courtesy Insurance Company. **YOU** may also contact the Iowa Insurance Commissioner at the following address: Iowa Securities Bureau, 340 East Maple, Des Moines, Iowa 50319. Fidelity Warranty Services, Inc., is liable for cancellation refunds. In the event **YOU** are unable to obtain **YOUR** refund from Fidelity Warranty Services, Inc., **YOU** may contact Courtesy Insurance Company. A 10 percent penalty per month will be applied to any refund not paid or credited within thirty (30) days after return of this Service Contract.

MAINE: The **PARTIES TO THIS SERVICE CONTRACT** section is removed in its entirety and replaced with the following: The **BOLD** print appearing throughout this Service Contract has the following meanings: “**YOU**” and “**YOUR**” mean the customer named as Service Contract Holder on the front of this Service Contract. “**WE**,” “**US**” and “**OUR**” refer to the Selling Dealer on the front of this Service Contract. This Service Contract is between **YOU** and **US**. **WE** have appointed Fidelity Warranty Services, Inc. (“FWS”) as the authorized administrator of this Service Contract. FWS in any way neither assumes nor has any liability whatsoever for the obligations of this Service Contract.

MARYLAND: In the event **WE** fail to pay a valid claim or refund within sixty (60) days after proof of loss has been filed, **YOU** are entitled to make a direct claim to Courtesy Insurance Company. Please call 1-800-298-8011 for instructions.

MASSACHUSETTS: NOTICE TO CONSUMER: THE COVERAGE **YOU** ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS SERVICE CONTRACT.**

MINNESOTA: Minnesota Statute 325F.662 requires certain vehicle sellers to provide coverages below at no charge. The term of the required warranty is based on the mileage at the time of sale as follows:

Used vehicles with less than 36,000 miles at the time of sale: provides coverage for sixty (60) days or 2,500 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale: provides coverage for thirty (30) days or 1,000 miles, whichever occurs first.

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter.

Transmission: Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts.

Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis.

Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers.

Steering: Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack.

Note: The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above coverages are excluded from this Service Contract during the applicable warranty period, unless the seller becomes unable to meet its obligations. **YOUR** rights and obligations are fully explained in the seller-issued used vehicle limited warranty document. The **CANCELLATION** paragraph is amended with the addition of the following statement: **THIS SERVICE CONTRACT IS NONCANCELLABLE BY US EXCEPT FOR FRAUD OR MATERIAL MISREPRESENTATION IN THE SUBMISSION OF CLAIMS.**

The **SERVICE CONTRACT COVERAGE** paragraph is amended by the removal of the following statement: 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.

The **HOW TO MAKE A CLAIM** section 5.) is removed in its entirety and replaced with the following: 5.) Submit a claim for reimbursement to **US** along with all required documents within sixty (60) days of authorization; section 6.) is removed in its entirety.

The **EXCLUSIONS FROM COVERAGE** section 8.) is removed in its entirety and replaced with the following: 8.) Any Mechanical Breakdown caused by contamination, overheating, lack of coolant or lubricants, lack of oil viscosity, restricted oil flow, salt, environmental damage, chemicals; section 11.) is removed in its entirety and replaced with the following: 11.) Any consequential, secondary damages or unnecessary costs that **YOU** may suffer as a result of the need to repair or replace a part.

If the manufacturer's recommended maintenance schedule is not provided to **YOU**, please contact FWS and an alternative maintenance schedule to be used in connection with this Service Contract will be provided.

MISSISSIPPI: The **ARBITRATION** provision is removed in its entirety.

MISSOURI: This Service Contract covers pre-existing conditions if the mechanical breakdown occurs during the Service Contract Period. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. A ten (10) percent penalty per month will be applied to any refund that is not paid within thirty (30) days of return of this Service Contract.

NEBRASKA: The **CANCELLATION** section is amended by the addition of the following: If **WE** cancel, **WE** will provide a written notice to **YOU** via certified mail sixty (60) days in advance of cancellation. The **LIMITS OF LIABILITY** section is amended by the addition of the following: The Actual Cash Value will be calculated using a nationally recognized consumer vehicle pricing guide. **YOU** may contact **US** to find out which guide was used for this calculation.

NEVADA: A 10 percent penalty per thirty (30) day period shall be added to any refund not paid within thirty (30) days after the date this Service Contract is returned. This Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the Service Contract Purchase Price. If **WE** cancel this Service Contract, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. No administration fee will be charged if this Service Contract is cancelled by **US**. This Service Contract is not renewable and expires in accordance with the Service Contract Period provision. This Service Contract does not exclude pre-existing conditions.

NEW HAMPSHIRE: In the event **YOU** do not receive satisfaction under this Service Contract, **YOU** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261.

NEW MEXICO: The **CANCELLATION** paragraph is amended as follows: The right to cancel this Service Contract is not transferable and only applies to the original Service Contract Holder. A 10 percent penalty will be applied to any refund that is not paid within sixty (60) days of return of this Service Contract. After seventy (70) days, **WE** cannot cancel except for: 1.) non payment of Service Contract Purchase Price; 2.) fraud or misrepresentation in obtaining this Service Contract or presenting a claim; or, 3.) discovery of an act or omission in violation of this Service Contract which substantially and materially increases the service required under the Service Contract. If **WE** cancel, **WE** will give **YOU** at least fifteen (15) days notice of cancellation.

NEW YORK: The **CANCELLATION** paragraph is amended as follows: A 10 percent penalty per thirty (30) day period shall be added to any refund not paid within thirty (30) days after the date this Service Contract is returned. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. This Service Contract covers pre-existing conditions if the mechanical breakdown occurs during the Service Contract Period.

NORTH CAROLINA: The cancellation administration fee will be \$50 or 10 percent of the pro-rata refund amount, whichever is less.

OKLAHOMA: This Service Contract is not issued by the manufacturer or wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company. The **CANCELLATION** paragraph is amended as follows: A cancellation administration fee of 10 percent or \$50 of the pro-rata refund amount, whichever is less, will be applied only if this Service Contract is cancelled by **YOU**. If **WE** cancel, **WE** will return 100 percent of the unearned pro-rata premium.

SOUTH CAROLINA: If **WE** do not timely resolve such matters within sixty (60) days of proof of loss, **YOU** may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or 1-800-768-3467. A 10 percent penalty will be added to any refund that is not paid or credited within forty-five (45) days in accordance with Title 38 Section 38-78-30(f) of the SC Code of Laws. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation.

TEXAS: If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. A 10 percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. **YOU** may apply for reimbursement directly to Courtesy Insurance Company if a refund or credit is not paid within forty-five (45) days after a cancellation request is made.

UTAH: Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guarantee Association. The **CANCELLATION** paragraph is amended as follows: If **WE** cancel this Service Contract, **WE** will give **YOU** at least thirty (30) days notice of cancellation and state the effective date and reason for cancellation. If this Service Contract is financed, in the event of a total loss or repossession, the Lienholder is authorized to cancel this Service Contract and the Lienholder will be named as sole payee for any refund amounts and all rights and interests under this Service Contract will immediately transfer to the Lienholder. The **HOW TO MAKE A CLAIM** section 5.) is removed in its entirety and replaced with the following: 5.) Submit a claim for reimbursement to **US** along with all required documents as soon as possible. The **ARBITRATION** section is amended to add the following language: ANY DISPUTE ARISING UNDER THIS SERVICE CONTRACT BETWEEN **YOU** AND FWS AND/OR THE SELLING DEALER MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM FWS. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

WASHINGTON: The **INSURANCE** section is removed in its entirety and replaced with the following: **OUR** obligations under this Service Contract are guaranteed by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. The Contractual Liability Policy Number is identified in the **WASHINGTON RESIDENTS ONLY** paragraph on the front page of this Service Contract. **YOU** are entitled to make a direct claim to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. The **CANCELLATION** section is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at anytime. To cancel, **YOU** must return this Service Contract to **YOUR** Selling Dealer or Courtesy Insurance Company. If **YOU** cancel this Service Contract during the first sixty (60) days, a 100 percent refund of the Service Contract Purchase Price will be made, less a \$25 administration fee if **YOU** cancel after the first thirty (30) days. If **YOU** cancel after sixty (60) days, 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 a \$25 administration fee. A 10 percent penalty will be applied to any refund that is not paid within thirty (30) days of return of this Service Contract. 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 a refund under the Service Contract will immediately transfer to the Lienholder and the Lienholder will be named sole payee for any refund amounts. This Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the Service Contract Purchase Price due. After sixty (60) days, **WE** can not cancel this Service Contract. If the Optional Car Care Service Plan is selected, the cancellation section noted above will apply to both the Service Contract and Optional Car Care Service Plan. No refund will be made without surrendering all unused coupons. This Service Contract does not exclude pre-existing conditions. The **GENERAL** paragraph is amended by the addition of the following: 7.) The parties hereto agree for the purpose of litigation, the venue of the matter shall be in the appropriate judicial district in the state of Washington.

IMPLIED WARRANTY: The Implied Warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this Service Contract.

WISCONSIN: THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The **ARBITRATION** provision is amended as follows: If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision are not prohibited by the Wisconsin Consumer Act. Notwithstanding any provision contained herein to the contrary, **YOU** are not bound to participate in binding arbitration and retain the right to bring an action in a court of competent jurisdiction.

WYOMING: If **WE** cancel, **WE** will mail a written notice of cancellation to **YOU** at least ten (10) days prior to cancellation, unless cancellation is for nonpayment of Service Contract fees, a material misrepresentation, or other substantial breach of contractual duties. A 10 percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. This Service Contract does not exclude pre-existing conditions.

OPTIONAL CAR CARE SERVICE PLAN

OPTIONAL CAR CARE SERVICE PLAN COVERAGE: If **YOU** selected the Optional Car Care Service Plan, coverage will be provided according to the term / mileage, service interval, and service level selected by **YOU** as noted on the front page of this Service Contract. All services are fully detailed in **YOUR** coupon booklet which will be mailed to **YOU**. Coverage is obtained by presenting the appropriate coupon for each service to a participating dealer. **YOUR** vehicle may need other services for **YOUR** driving conditions; refer to **YOUR** Manufacturer's Owner's Manual for recommended services and intervals. If **YOUR** booklet is not received within forty-five (45) days, call FWS Customer Service at 1-800-327-5172.

CANCELLATION: Optional Car Care Service Plan may be cancelled by **YOU** at any time. To cancel, **YOU** must return to **YOUR** Selling Dealer. If **YOU** cancel during the first sixty (60) days, a 100 percent refund of the Optional Car Care Purchase Price will be made, less a \$50 administration fee if **YOU** cancel after the first thirty (30) days. After sixty (60) days, a pro-rata refund will be made based upon the greater of the time or mileage expired from the Optional Car Care Purchase Date and odometer reading at Optional Car Care Purchase Date, less a \$50 administration fee. 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 Optional Car Care Service Plan will be terminated, and all rights and interests to a refund under the Optional Car Care Service Plan will immediately transfer to the Lienholder and the Lienholder will be named sole payee for any refund amounts. Optional Car Care Service Plan is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the Optional Car Care Purchase Price. No refund will be made without surrendering all unused coupons.

TRANSFER: **YOU** may transfer the Optional Car Care Service Plan to another owner but not to another vehicle. To transfer this coverage, **YOU** must mail the following four (4) 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; 3.) a check for \$40 payable to FWS, for the transfer fee; and, 4.) all remaining Optional Car Care Service Plan coupons. A new coupon book will be sent to the new owner. This coverage may not be transferred to any entity in the business of selling or leasing motor vehicles.

ARBITRATION: The Optional Car Care Service Plan is subject to arbitration under the identical terms and conditions outlined in the "ARBITRATION" section contained herein.