

CAR CARE ELITE SERVICE PLAN

VEHICLE INFORMATION

CONTRACT NUMBER J000		FORM NUMBER DK440111	SERIAL NUMBER
YEAR	MAKE	MODEL	CURRENT ODOMETER READING

DEALER INFORMATION

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

CAR CARE SERVICE PLAN INFORMATION

SEE OWNER'S MANUAL FOR YOUR VEHICLE'S ENGINE OIL SPECIFICATIONS AND COMPLETE LISTING OF FACTORY RECOMMENDED SERVICES

SELECT BOTH TERM (YEARS) / MILEAGE AND SERVICE LEVEL:					
3,000 MILES	3,750 MILES	5,000 MILES	6,000 MILES	7,500 MILES	10,000 MILES
<input type="checkbox"/> 2/30,000 STANDARD (KN3)	<input type="checkbox"/> 3/37,500 STANDARD (KNP)	<input type="checkbox"/> 2/30,000 STANDARD (KN5)	<input type="checkbox"/> 3/36,000 STANDARD (KN6)	<input type="checkbox"/> 3/37,500 STANDARD (KNV)	<input type="checkbox"/> 4/50,000 STANDARD (K10)
<input type="checkbox"/> 3/45,000	<input type="checkbox"/> 4/52,500	<input type="checkbox"/> 3/45,000	<input type="checkbox"/> 4/48,000	<input type="checkbox"/> 4/52,500	<input type="checkbox"/> 5/60,000
<input type="checkbox"/> 4/48,000 PLUS (F3+)	<input type="checkbox"/> 5/60,000 PLUS (FP+)	<input type="checkbox"/> 4/50,000 PLUS (F5+)	<input type="checkbox"/> 5/60,000 PLUS (F6+)	<input type="checkbox"/> 5/60,000 PLUS (FV+)	<input type="checkbox"/> 6/70,000 PLUS (F+1)
<input type="checkbox"/> 5/60,000	<input type="checkbox"/> 6/75,000	<input type="checkbox"/> 5/60,000	<input type="checkbox"/> 6/72,000	<input type="checkbox"/> 6/75,000	<input type="checkbox"/> 7/100,000
<input type="checkbox"/> 6/75,000	<input type="checkbox"/> 7/101,250	<input type="checkbox"/> 6/75,000	<input type="checkbox"/> 7/102,000	<input type="checkbox"/> 7/105,000	
<input type="checkbox"/> 7/102,000		<input type="checkbox"/> 7/100,000			
CAR CARE PURCHASE DATE			CAR CARE PURCHASE PRICE		

CONTRACT HOLDER INFORMATION

FIRST NAME		LAST NAME			
ADDRESS		CITY	STATE	ZIP	
(AREA CODE) TELEPHONE NUMBER		I UNDERSTAND THAT THE PURCHASE OF THIS PRE-PAID MAINTENANCE CONTRACT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE THIS VEHICLE.			DATE
SIGNATURE		This Contract is subject to the "ARBITRATION" section contained herein. Please see STATE AMENDMENTS section for additional state provisions.			

SERVICE COMPANY AND ADMINISTRATOR:

FIDELITY WARRANTY SERVICES, INC.

P.O. Box 8567 ▼ Deerfield Beach, Florida 33443 ▼ 1-800-327-5172

PARTIES TO THIS CONTRACT: The following **BOLD** print appearing throughout this Contract has the following meanings: “**YOU**” and “**YOUR**” mean the customer named as Contract Holder on the front of this 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 of this Contract. Please refer to the State Amendment section for exceptions.

CONTRACT PERIOD: Coverage under this Contract begins on the “Car Care Purchase Date” shown on the front of this 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 “Car Care Purchase Date” and “Current Odometer Reading”.

CAR CARE SERVICE PLAN COVERAGE: Coverage will be provided according to the Term/Mileage, service interval and service level selected by **YOU** on the front of this Contract. All services are fully detailed in **YOUR** coupon booklet which will be mailed to **YOU**. If **YOUR** booklet is not received within forty-five (45) days call FWS Customer Service at 1-800-327-5172.

Coverage is obtained by presenting the appropriate coupon for each service to **YOUR** Selling Dealer. **YOUR** vehicle may need other services for **YOUR** driving conditions; refer to **YOUR** Owner's Manual for recommended services and intervals.

CANCELLATION: This Contract may be cancelled by **YOU** at anytime. To cancel, **YOU** must return this Car Care Service Plan to **YOUR** Selling Dealer or FWS. If **YOU** cancel during the first sixty (60) days, a 100 percent refund of the 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 Car Care Purchase Date and odometer reading at 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 this Contract will be terminated, and all rights and interest to a refund under this Contract will immediately transfer to the Lienholder and the Lienholder will be named sole payee for any refund amounts. This Contract is non-cancellable by FWS except for fraud, material misrepresentation, or failure to pay the Car Care Purchase Price. No refund will be made without surrendering all unused coupons.

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

LIMITS OF LIABILITY:

1. This Contract will not pay for Mechanical Breakdown repairs, whether associated with or not associated with a prescribed service.
2. This Contract will not pay for any type of state or local taxes required on any prescribed services.
3. This Contract will not pay for any upgraded or extra cost products used during a prescribed service.
4. The payment for prescribed services as stated under CAR CARE SERVICE PLAN COVERAGE and **YOUR** service coupons are the only remedy available to a Contract Holder. FWS neither has nor assumes any other obligation or responsibility with regard to this Contract and **YOUR** vehicle. The Selling Dealer has sole responsibility for any Service Discount Coupons. FWS neither assumes, nor authorizes anyone to assume for them, any additional liability.
5. FWS may pay for or reimburse for any prescribed services covered by this Contract. Replacement filters, at our option, may be either Original Equipment Manufacturer (OEM) or of like kind and quality for **YOUR** vehicle. Charges for filters, labor and fluids charges must be at the usual and customary or discounted price applicable when the services are performed.

YOUR RESPONSIBILITIES:

1. **Keep all original copies of all repair orders, invoices and receipts for all services performed to the vehicle described on the front of this Contract that in any way relate to any prescribed services; and**
2. **Submit a claim for reimbursement to FWS along with all required documents within sixty (60) days from the date the service was performed.**

Failure to comply with the responsibilities outlined above will result in the denial of YOUR reimbursement. If YOU have any questions, please contact Customer Service at the following number, 1-800-327-5172.

HOW TO SEEK REIMBURSEMENT: When prescribed services are required, **YOU** must return **YOUR** vehicle for service to **YOUR** Selling Dealer. If **YOU** cannot return **YOUR** vehicle to **YOUR** Selling Dealer, **YOU** must telephone FWS during normal working hours at 1-800-327-5172 to receive instructions. **IF YOU DO NOT FOLLOW OUR INSTRUCTIONS, WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR THE COST OF ANY SERVICES.**

PAYMENTS: Any participating dealer may perform prescribed services covered under this Contract without charge to **YOU** for such services (except for any state or local taxes). If a participating dealer does charge **YOU** for prescribed services covered under this Contract, submit copies for all invoices and receipts pertaining to the authorized services, along with a copy of the front of **YOUR** Contract to: Fidelity Warranty Services, Inc., P.O. Box 8567, Deerfield Beach, FL 33443.

INSURANCE: OUR obligations under this 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 HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENTS SHOULD BE RELIED UPON BY THE CONTRACT HOLDER INCLUDING ANY ORAL REPRESENTATIONS BY THE SELLING DEALER.
2. If it is not clear what Term/Mileage or coverage plan has been purchased, **YOU** should contact **YOUR** Selling Dealer.
3. This Contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any of the provisions of this Contract will be binding against the Selling Dealer or FWS unless it is in writing and is signed by one of the authorized representatives at our home office listed above.
5. We may delegate the performance of our duties and obligations and assign our rights and benefits hereunder.

ARBITRATION: YOU agree that all individual, class action, or other claims arising from or relating to this Contract, 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 Contract; 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 Contract. Information regarding AAA and its procedures for filing a claim can be found at www.adr.org.

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

ARIZONA: To cancel this Contract, **YOU** must return this Contract to **YOUR** Selling Dealer or the Administrator. This Contract is non-cancellable by **US** except for **YOUR** fraud or material misrepresentation in submitting a claim, or failure to pay the Car Care 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 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 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 Contract is guaranteed by a California approved insurance company. **YOU** may file a claim with this insurance company if any promise made in the 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 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 Car Care Purchase Date and odometer reading at Car Care Purchase Date, less an administration fee of \$25 or 10 percent of the unearned pro-rata Car Care Purchase Price, whichever is less. The **HOW TO MAKE A CLAIM** section is revised to include the following statement: Prior authorization is not required. The **ARBITRATION** section is removed in its entirety. The **LIMITS OF LIABILITY** section item 4.) is amended to include the following language: The above does not limit the consumer from bringing potential actions as allowed by state law. The following language is deleted from the **LIMITS OF LIABILITY** section item 4.): The Dealer has sole responsibility for any Service Discount Coupons. The **GENERAL** section item 5.) is amended to include the following language: **FWS** may delegate ministerial duties but not claims decisions or legal liability.

MAINE: The **PARTIES TO THIS CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Contract has the following meanings: "**YOU**" and "**YOUR**" mean the Contract Holder named on the front of this Contract. "**WE**", "**US**", and "**OUR**" refer to the Selling Dealer noted on the front of this Contract. The Selling Dealer has appointed Fidelity Warranty Services, Inc. (FWS), as the authorized administrator of this Contract. This is not an insurance policy, a warranty, or a guaranty.

UTAH: There is no deductible for this Contract. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guarantee Association. The **CANCELLATION** paragraph is amended as follows: If **WE** cancel this Contract, **WE** will give **YOU** at least thirty (30) days notice of cancellation and state the effective date and reason for cancellation. If this Contract is financed, in the event of a total loss or repossession, the Lienholder is authorized to cancel this Contract and the Lienholder will be named as sole payee for any refund amounts and all rights and interests under this Contract will immediately transfer to the Lienholder. The **ARBITRATION** section is amended to add the following language: ANY DISPUTE ARISING UNDER THIS 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.

Paid in Full by Consumer

Paid in Full by Lienholder

WISCONSIN: The **PARTIES TO THIS CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Contract has the following meanings: "**YOU**" and "**YOUR**" mean the Contract Holder named on the front of this Contract. "**WE**", "**US**", and "**OUR**" refer to the Selling Dealer noted on the front of this Contract. The Selling Dealer has appointed Fidelity Warranty Services, Inc. (FWS), as the authorized administrator of this Contract. This is not an insurance policy, a warranty, or a guaranty.