# Drivers first Choice

# LIFETIME LIMITED ENGINE WARRANTY

### LIMITATION OF IMPLIED WARRANTIES: RIGHTS UNDER STATE LAW

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE WARRANTY. SOME STATES DO NOT ALLOW LIMIATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHT, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

- This Limited Warranty ("Warranty") is issued exclusively to me with respect to the vehicle identified above and remains in effect only for so long as I own the above vehicle.
- In order to keep this Warranty in effect, the vehicle must be maintained according to the manufacturer's specifications and must be inspected at regular intervals as required by the section WHAT YOU MUST DO TO KEEP THIS WARRANTY IN EFFECT.
- All repairs covered by this Warranty must be performed by the dealership identified above, unless the vehicle is more 40 miles from the dealership. In such case, the Claims Administrator must be approve the use of an alternate repair facility.
- All repairs are subject to \$100.00 deductible per occurrence.

#### WHAT THIS WARRANTY COVERS

This Warranty covers Breakdowns to:

Engine: 1) All internally lubricated parts contained within the vehicle's engine, including pistons, piston rings, piston pins, crankshaft, crankshaft main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, cam followers, timing chain, timing gears, guides, tensioners, rocker arms, rocker arm shafts hydraulic lifters, rocker bushings, cylinder head valves, valve guides, valve lifters, valve springs, push rods, oil pump, intake and exhaust valves. Seals & gaskets, only if requires in the repair of a Covered Part. (2) The engine block and cylinder heads, provided the breakdown of the engine block or cylinder heads is caused by the breakdown of a part listed in clause (1) above (does not include any part other than what is supplied in the long assembly).

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION (877) 211-7750

#### DEFINITIONS

"You" and "Your" means the Customer identified above

- "We", "Us", and "Our" means the dealership identified above
- "Breakdown" means the immediate and apparent total failure of Covered Part to work as it was designed to work in normal service
- "Covered Part" means any part of the vehicle listed under the section WHAT THIS WARRANTY COVERS
- "Covered Vehicle", means the vehicle identified above
- "Claims Administrator" means Administration Marketing Services, P.O. Box 3338, Oak Brook, IL 60522-3338. (877) 211-7750

#### **IMPORTANT WARRANTY PROVISIONS**

- Subject to the exclusions listed in the section WHAT THIS WARRANTY DOES NOT COVER and your compliance with all of the conditions set forth in the section WHAT YOU MUST DO TO KEEP THIS WARRANTY IN EFFECT, in the event of a Breakdown of Covered Part, We will either (1) repair the Covered Part or (2) replace the Covered Part with a new or remanufactured part of like kind and quality, all at no charge to You. The decision to repair or replace the Covered Part or to use new or remanufactured parts or parts of like kind and quality shall be at the sole discretion of Our Claims Administrator. All repairs or replacements shall be performed by an authorized repair facility approved by Our Claims Administrator.
- If towing services become necessary due to the Breakdown of a Covered Part, We will reimburse You for the cost of towing the Covered Vehicle to Us, providing the towing costs are not payable or reimbursable by any other insurance or warranty. The reimbursement is subject to a limit of \$100.00 pre Breakdown. To receive a towing reimbursement, You must provide Our Claims Administrator with Your receipt.
- Our limit of liability and the total of all benefits paid or payable during the term of this Warranty shall in no event exceed the Covered Vehicle's value as determined by current edition of a nationally recognized used car guide book at the time of repair. The warranty is limited to the repair or replacement of the failed Covered Part only to restore the failed Covered Part to the same or like condition prior to the Breakdown. Consequential damages to non-covered parts are excluded from coverage. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Covered Vehicle, loss of time, inconvenience, and commercial loss resulting from the operation, maintence, or use of Your Covered Vehicle is expressly excluded. However, this exclusion may not apply in some states that disallow the exclusion of consequential or incidental damages.

#### **DURATION OF THIS WARRANTY**

Subject to Your compliance with the conditions set forth in the section **WHAT YOU MUST DO TO KEEP THIS WARRANTY IN EFFECT**, this Warranty lasts for as long as You own the covered Vehicle. Coverage under this Warranty terminates if You sell or transfer the Covered Vehicle. This Warranty is not transferable.

## WHAT YOU MUST DO TO KEEP THIS WARRANTY IN EFFECT

To maintain Your Warranty in effect, You must comply with all of the following conditions:

- You must perform the manufacturer's recommended maintenance, at Your expense, in
  accordance with the manufacturer's recommend mileage and time schedule as set forth in the
  owner's manual for the make, year, and model of the Covered Vehicle. You may have this work
  performed by an independent licensed repair facility of Your choice that regularly responsible for
  taking immediate corrective action repair, at Your expense, engine lubricant leaks discovered at
  any time.
- You must refrain from altering, tampering with, or replacing the vehicle identification number or the odometer on the Covered Vehicle. If for any reason the odometer fails to work as intended, You must immediately have it repaired at Your expense. If You fail to perform any of the above conditions, this Warranty shall be null and void.

# WHAT THIS WARRANTY DOES NOT COVER

This Warranty does not cover the following:

- Any claim submitted without the authorization of the Claims Administration prior to starting any repairs
- Any Breakdown or damage resulting from the continued operation, such as not stopping Your
  vehicle immediately or having it towed, or caused by Your failure to take reasonable precautions
  to prevent further damage when an apparent problem exists
- Any breakdown caused by failure to replace seals and gaskets and/or lack of required
  maintenance as set forth in WHAT YOU MUST DO TO KEEP THIS WARRANTY IN
  EFFECT; contaminants or contaminated fluids, fuels, coolants, oils, and lubricants; foreign
  objects; improper amounts or types of lubricants, fuels, or coolants; sludge and/or varnish.
- Any Breakdown caused by unauthorized modifications or alternations of a Covered Part, installation of performance accessories to the engine or unauthorized repairs or replacements of Covered Parts performed in a faulty manner.
- Any Breakdown caused by pre-ignition detonation, pinging, improper lubricants or improper adjustments to a Covered Part.
- Any Breakdown or damage resulting from misuse; abuse; negligence; collision or upset; fire or smoke; theft or attempted theft; vandalism; riot or civil commotion; explosion; lightening;

- earthquake; freezing; rust or corrosion; overheating; windstorm; hail; water or food; acts of God; salt; environmental and road hazard damage; chemical; nuclear incidental; or act of war.
- Loss of use, loss of time, loss of profits, of savings, inconvenience, commercial loss, property damage, bodily injury, punitive damages, and any incidental or consequential damages or loss of any kind that results from a Breakdown. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you.
- Any cost or other benefits that is a direct result of mechanical or structural defect for which the
  manufacturer has announced its responsibility through any means including public recalls or
  factory service bulletins.
- Any costs incurred for diagnostics or disassembly work if a Breakdown is not covered by this Warranty.
- A gradual reduction in operating performance due to normal wear and tear, such as guides, valves, rings, and loss of compression.
- Seals and gaskets are not covered unless required in the repair of the Covered Part.
- Repairs covered by the original manufacturer's warranty, provided such warranty has been transferred to You.
- Any vehicle not originally manufactured to U.S. specifications, commonly known as a gray market vehicle.
- Any vehicles used for business or commercial purposes, snowplowing, or used for any form of competitive driving or racing.
- Vehicles used to tow trailers over 20 feet in length and/or Gross Vehicle Weight exceeding 3,000 lbs.
- Any vehicle which has had a modification to the suspension that would raise (lift) or lower the vehicle
- Any vehicle that currently has or at any time has had an altered, or inoperated odometer that has been left unrepaired, whether such repair is covered by this Warranty or not.
- Repairs covered by a service contract, any other warranty or coverages, whether collectible or not.

### **HOW TO MAKE A CLAIM**

- If the Covered Vehicle experiences a Breakdown, You must use all reasonable means to protect the Covered Vehicle from further damage. This may require you to stop the Vehicle, turn off the engine, and have the Vehicle towed.
- You must contact Our Claims Administrator, toll-free, at 1-877-211-7750.
- You must return the Vehicle to Our service department for repairs and present this Warranty. If You are over 40 miles from Our dealership, You must call Our Claims Administrator to obtain the name and location of an approved licensed repair facility. You must make arrangements to deliver the Covered Vehicle to the approved repair facility and present this Warranty. The repair facility must not commence repairs without first calling the Claims Administrator with an estimate of the repairs and receiving a work authorization number from Our Claims Administrator. If a Breakdown occurs when the Claims Administrator's office is closed, You must call the Claims Administrator the next business day.
- If You have any questions regarding service under this Warranty, You should contact Our Claims Administrator at 1-877-211-7750

 Payment for breakdowns will be made wither to the approved repair facility or You in accordance with these Warranty provisions. Repair orders must be received by Our Claims Administrator within ninety (90) days of completion of repairs

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