

Limited Warranty Number:

Vehicle Purchase Date:



APPLICATION / 10 YEAR 100,000 MILES

MAIN OFFICE (866) 660-7003

Owner Information:

LAST NAME	FIRST NAME	PHONE	EMAIL
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE	ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Co-Owner Information:

NAME	PHONE	EMAIL
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>

Selling Dealership Information:

DEALER ID#	DEALERSHIP NAME	PHONE
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vehicle Information:

VIN#	YEAR	MAKE	MODEL
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
PRESENT MILEAGE	VEHICLE PURCHASE PRICE		
<input type="text"/>	<input type="text"/>		

Coverage Information:

<input type="checkbox"/> \$100 DISAPPEARING DEDUCTIBLE	<input type="checkbox"/> 10 YEAR 100,000 MILES	EXPIRATION DATE	EXPIRATION MILEAGE
		<input type="text"/>	<input type="text"/>
LIEN HOLDER (IF APPLICABLE)			
<input type="text"/>			

I have read, understand, and agree to the terms and conditions within the body of this contract.

SAMPLE

OWNER SIGNATURE: _____

DATE: _____

PERFORMANCE OF REPLACEMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN LIMITED WARRANTY OR ANY IMPLIED WARRANTY, WE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN LIMITED WARRANTY OR ANY IMPLIED WARRANTY. Some states do not allow limitations of how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You. This Limited Warranty gives You specific legal rights which vary from State to State. By signing above, You acknowledge that You have read this Limited Warranty completely, understand the terms and conditions and Your obligations under the Limited Warranty, and have received a complete copy of the Limited Warranty.

LIMITED WARRANTY—TERMS AND CONDITIONS—SEE STATE DISCLOSURES

DEFINITIONS

- **Administrator**—Ascent Administration Services, LLC, 2821 N Norwalk, Ste. 103, Mesa, AZ 85215, Telephone: 866-660-7003.
- **Application Page**—The 1st page of these Terms and Conditions executed by **You** which identifies the parties and property covered by the **Limited Warranty**.
- **Breakdown**—The failure of a **Covered Component** under normal service due to defects in material or workmanship. A **Covered Component** 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 or inaction of any noncovered parts.
- **Covered Component**—The eligible parts listed in the Schedule of Coverage section. The listed parts must be factory installed equipment on **Your Vehicle** or replacement parts meeting the manufacturer's specifications. **Replacement parts may be new, remanufactured, or replacement parts of like kind and quality, as determined by the Administrator.**
- **Dealer (We, Us, Our)**—The dealership from which **You** purchased **Your Vehicle** and were issued this **Limited Warranty**.
- **Deductible**—**Your Deductible** is \$100 per claim visit if **You** return the **Vehicle** to the selling **Dealer** for repair. If **You** do not return to the **Vehicle's** selling **Dealer** for repair, **Your Deductible** is the amount selected on the **Application Page**.
- **Commercial Use**—A commercial vehicle registered to a business and/or for business purposes. Vehicles that are more than the manufacturer's G.V.W. or exceed manufacturer's recommendation use are not eligible. Taxi cabs, tow trucks, snowplows, emergency vehicles, livery and police vehicles are ineligible.
- **Labor Rate**—**Your Repair Facility's** posted retail labor rate, not to exceed \$150.00 per hour.
- **Limited Warranty**—This **Limited Warranty** is issued for the **Vehicle** described on the **Application Page**.
- **Pre-Existing Condition**—A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior to the **Vehicle Purchase Date**.
- **Repair Facility**—A licensed **Repair Facility** authorized by the **Administrator** to perform repair services under this **Limited Warranty**.
- **Term**—This **Limited Warranty** will last for the time period or mileage indicated, whichever occurs first, so long as **You** own the **Vehicle**.
- **Vehicle**—The **Vehicle** covered by the terms and conditions of this **Limited Warranty** as listed on the **Application Page**.
- **Vehicle Purchase Date**—the date listed on the **Application Page**.
- **You, Your, Owner**—the Owner as shown on the **Application Page** or any valid transferee.

SCHEDULE OF COVERAGE

POWERTRAIN COVERAGE: Includes the Covered Components listed in this Section:

- a. **ENGINE:** Cylinder block and all internal parts; cylinder head assemblies; timing case/cover, timing chain, timing belt, tensioners, gears, sprockets, and guides; serpentine belt tensioner; vibration damper; oil pump; intake manifold; flywheel with starter ring gear; core plugs; valve covers; oil pan; factory-installed turbocharger/ supercharger including internal parts and wastegate actuator; oxygen sensor; mass airflow sensor; EGR valve; crank sensor; cam sensor; **seals and gaskets for listed Covered Components only.**
- b. **ENGINE COOLING SYSTEM:** Water pump and housing; fan clutch; thermostat; radiator; heater core and recovery tank.
- c. **AUTOMATIC TRANSMISSION:** Transmission case and all internal parts; bell housing; transmission pan; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; PRNDL position switch; transmission control module; valve body; mechatronics unit; conductor plate; servo assemblies; transmission cooler; **seals and gaskets for listed components only;** and reprogramming/re-flash up to \$150.00 per authorized claim. **Transmission case bell housing only if damaged by a Covered Component internal to the transmission/ transfer case housing.**
- d. **MANUAL TRANSMISSION:** Main shaft; counter shaft; all gears; chain; input shaft; hub assemblies; synchronizers; shift rails; shift fork; and internal transmission bearings. Lubricated parts contained within the transmission case housing. **Transmission case only if damaged by a Covered Component internal to the transmission/transfer case housing. NOTE: Manual transmission clutch parts are not covered at any time.**
- e. **FRONT WHEEL DRIVE:** Transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; transaxle speed sensors; transaxle solenoid assembly; transaxle electronic controller; wheel bearings/hub assemblies; **seals and gaskets for listed components only. Transaxle case only if damaged by a Covered Component internal to the transaxle case housing.**
- f. **ALL WHEEL DRIVE:** Power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; drive shaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim; wheel bearings/hub

assemblies; seals and gaskets for listed components only. Power transfer unit case only if damaged by a Covered Component internal to the power transfer unit housing.

- g. **REAR WHEEL DRIVE:** Rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; wheel bearings/hub assemblies; **seals and gaskets for listed components only. Rear axle housing only if damaged by a Covered Component internal to the rear axle housing.**
- h. **FOUR-WHEEL DRIVE (4x4):** Transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints; 4x4 hubs; yokes; wheel bearings/hub assemblies; disconnect housing assembly; **seals and gaskets for the listed components only. Transfer case housing only if damaged by a Covered Component internal to the transfer case housing.**
- i. **FLUIDS:** Fluids are covered only when required in conjunction with a **Covered Component.**
- j. **SEALS & GASKETS:** If **Your Vehicle** has less than 125,000 miles at the time of the claim, seals and gaskets are covered for leakage failures as they relate to any listed **Covered Component.** Leakage is defined as an actively dripping seal/gasket. **Seepage is not covered and cannot be claimed under this Limited Warranty.** Seepage is defined as a wet seal/gasket. If **Your Vehicle** has over 125,000 miles at the time of claim, **seals and gaskets are covered only when required in conjunction with a Covered Component. Additionally, cylinder head gaskets are covered only for combustion and coolant leaks. Intake manifold gaskets are covered only for coolant leaks.**
- k. **LABOR & DIAGNOSTICS:** The authorized time for a covered repair will be based on Mitchell's ProDemand labor guide. The hourly labor rate assistance will be the **Repair Facility's** rate up to \$150.00 per hour. Should **Your Repair Facility's** rate exceed this amount, **You** are responsible for the difference. If applicable, **You** must authorize needed diagnosis/disassembly to determine cause of failure and extent of damage. If it is determined the cause of failure is not covered by **Your Limited Warranty, You** will be responsible for any and all diagnosis/disassembly charges.

COMPONENTS AND EXPENSES NOT COVERED - EXCLUSIONS

- a. **Component failures occurring before We receive and approve the application are not covered.**
- b. **Any repair done without prior authorization from the Administrator.**
- c. **We do not provide any coverage for vehicles modified or altered AT ANY TIME beyond original manufacturer's specifications with or without Your knowledge, including but not limited to the following modifications: wheels/tires (not to manufacturer's specifications); lift kits; lowering kits; emission/exhaust; and engine.**
- d. **We do not provide any coverage for vehicles used for Commercial Use.**
- e. **Diagnostic and tear-down charges for non-covered repairs.**
- f. **Damage from failure to protect Your vehicle after warning indicators illuminate.**
- g. **Repairs performed due to improper diagnosis.**
- h. **Fluids, refrigerant, and filters, except if previously stated in the SCHEDULE OF COVERAGE.**
- i. **Damage resulting from any previous improper repair.**
- j. **Parts and labor needed to maintain Your Vehicle in accordance with the requirements of Your manufacturer's owner's manual.**
- k. **Parts of the Vehicle subject to regular maintenance in accordance with the requirements of Your manufacturer's owner's manual.**
- l. **Damage from flood, fire, impact, and/or accident, regardless of the cause.**
- m. **Damage from conditions of the environment, including rust and corrosion.**
- n. **Damage from You altering, misusing, or tampering with the Vehicle, making improper adjustments, or using improper fuels or fluids.**
- o. **Damage resulting from failure to maintain Your Vehicle according to Your manufacturer's maintenance requirements.**
- p. **Damage/failure caused by carbon, sludge, or water ingestion.**
- q. **Fluid leaks and damage caused by fluid leaks.**
- r. **NON-covered Repair Facility charges.**
- s. **Pre-Existing Condition.**

PROVISIONS OF THE LIMITED WARRANTY

- a. This **Limited Warranty** does NOT go into effect until: (1) the completed **Application Page** is received by **the Administrator** and (2) approved by **Administrator**, which maybe different than the **Your** date of **Vehicle** purchase.
- b. **Vehicle Eligibility:** Vehicles eligible for Powertrain coverage are **Vehicles** up to 8 years old and up to 85,000 miles.
- c. **LIMITS OF BENEFITS & LIABILITY: Per Component - Our liability for any one (1) covered component shall in no event exceed: four thousand dollars (\$4,000.00) for Engine (including Hybrid Components) claims, three thousand dollars (\$3,000.00) for Transmission/ Transaxle claims and two thousand dollars (\$2,000.00) for Transfer case claims. Total cumulative benefits under**

this Limited Warranty will not exceed the actual cash value of the Vehicle. The limit of liability at time of claim is actual cash value immediately prior to the Breakdown as determined by using the most current J.D. Power "Average Trade-In" value available for Your Covered Vehicle based on that zip code.

IF THE BREAKDOWN IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, OR RECALL, WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS LIMITED WARRANTY AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.

- d. **DIAGNOSIS:** 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, OR NOT A COVERED REPAIR.**
- e. **RESERVATION TO REJECT:** Administrator reserves the right to reject any Limited Warranty Application. We do not provide coverage for any vehicle not originally manufactured to U.S. specifications, commonly known as grey market vehicles, salvaged vehicles, or factory buy backs.
- f. **ODOMETER:** Your odometer MUST always display and function, regardless of Your mileage limitations. If there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then Your Limited Warranty is void. An inoperative cluster, odometer, and/or odometer display also voids the Limited Warranty. Upon discovery by Us or our Administrator, We will cancel Your Limited Warranty.
- g. **MODIFICATION:** If, at any time, it is determined Your Vehicle is altered or modified from original manufacturer's specifications, We could consider this a material misrepresentation. Upon discovery by Us or our Administrator, We will cancel Your Limited Warranty.
- h. **MAINTENANCE:** You are responsible for properly maintaining the Vehicle in accordance with the manufacturer's specifications and to protect against further damage caused by continued operation or damage from overheating.
- i. Coverage is limited to the repair or replacement of any Covered Component found to be defective beyond manufacturer's specifications, including failures resulting from normal wear and tear.
- j. **COOPERATION:** You must provide Your Vehicle Identification Number (VIN) or Limited Warranty Number when contacting the Administrator. You agree You will cooperate with the processing of any claim. Your failure to cooperate is cause to reject, terminate, or cancel the claim and the Limited Warranty.
- k. We do not allow any third party to create any obligation or liability in connection with the Limited Warranty.
- m. **MAINTENANCE OF RECORDS:** During Your ownership, You must retain all Vehicle maintenance/repair records for review by Administrator upon request. You are responsible for properly using, maintaining, and caring for Your Vehicle. Evidence of the performance of the required maintenance must be kept and presented as proof of such maintenance in connection with related repairs covered by this Limited Warranty. An example of what You will need to support proper maintenance would be repair invoices, receipts, and other such records. **FAILURE TO PROVIDE SUCH EVIDENCE, OR FAILURE TO PROPERLY MAINTAIN THE VEHICLE IN ACCORDANCE WITH YOUR OWNER'S MANUAL, MAY DISQUALIFY YOU FROM COVERAGE.**
- n. Coverage is superseded by any manufacturer's warranty, recall or warranty on a previous repair.
- o. **ARBITRATION:** In the event of a disagreement between You and Us or the Administrator concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day You filed your claim. Each party will select an arbitrator. The two arbitrators will select an umpire. Each party will pay the expenses of the arbitrator it selects. The expenses of the umpire will be shared equally. Unless both of Us agree otherwise, arbitration will take place in the State of Arizona. The Arizona rules of Arbitration, as adopted by the Arizona superior courts, apply. A majority decision between the two arbitrators and the umpire will be binding.
- r. **PRIVACY NOTICE:** It is the Administrator's policy to respect the privacy of Our customers. For information on the Administrator's privacy practices, please review Administrator's privacy policy at [www.ascentadmin.com].

CLAIM PROCEDURES

FAILURE, BY YOU OR YOUR REPAIR FACILITY, TO FOLLOW THESE CLAIM PROCEDURES MAY DELAY AND/OR RESULT IN CLAIM DENIAL. TO AVOID DELAY, FOLLOW THE CLAIM PROCEDURES LISTED BELOW:

- a. A claim must be opened during normal business hours and while Your Limited Warranty is active.
- b. **RETURNING TO SELLING DEALER FOR REPAIRS:** If Your Vehicle is within fifty (50) miles of the selling Dealer, You must deliver Your Vehicle to the selling Dealer at the address shown on the Application Page of this Limited Warranty. If Your Vehicle is more than fifty (50) miles from the selling Dealer, call Administrator at 866-660-7003 for instructions before You deliver Your Vehicle to a Repair Facility. To ensure coverage under the terms of this Limited Warranty, authorization must be obtained prior to teardown or repair.

- c. Your Vehicle must be at a Repair Facility, of Your choosing, within the United States, CAPABLE TO: (1) perform tear-down to the point of Covered Component failure, (2) determine the cause and extent of damage, and (3) rebuild the Covered Component. The Vehicle MUST REMAIN at the same Repair Facility until repairs are complete. If Your Repair Facility is unwilling or unable to work with Administrator, then Administrator reserves the right to require You to choose another Repair Facility.
- d. Your Repair Facility must call the Administrator at 866-660-7003 to open a claim BEFORE any repairs have begun.
- e. Your Repair Facility must perform a proper diagnosis to determine the cause of failure and extent of damage, which may include tear-down to the point of component failure upon Administrator's request. YOU ARE RESPONSIBLE FOR THESE CHARGES for non-covered repairs. Your Repair Facility MUST provide the Administrator with an estimate for the covered repair to obtain an authorization number BEFORE any repairs have begun. ANY REPAIRS PERFORMED PRIOR TO AUTHORIZATION WILL BE DENIED.
- f. We and the Administrator have the right to inspect the Vehicle. If Your Repair Facility is unable/unwilling to show the cause of failure and the extent of damage, You will be responsible for all re-inspection costs.
- g. We and the Administrator have the option to select new, rebuilt, aftermarket, or used components when authorizing repairs.
- h. We and the Administrator will arrange for payment or reimbursement of the amount of the authorized repair, less related charges not covered by the Limited Warranty, less Your Deductible.
- i. If it is determined a Covered Component has failed and an estimate for the repairs is approved by the Administrator, an authorization number will be issued for the repair. The authorization number is valid for 180 days from the date issued. After 180 days the authorization number and claim are void. No invoice will be processed without a valid authorization number, Your signature, Repair Facility's warranty on repairs (if applicable) and Repair Facility's identifying information.
- j. Emergency Repairs (non-business hours only) – Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Limited Warranty are required outside of the Dealer's or Administrator's business hours, You should deliver Your Vehicle to a Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator for reimbursement, You will be required to provide the repair order/invoice for review.

TRANSFER PROVISION

This Limited Warranty is non-transferable.

CANCELLATION PROVISION

This Limited Warranty was provided by the Dealer to You at no cost with Your purchase of the Vehicle; therefore, coverage under is Limited Warranty is non-cancellable or non-refundable.

STATE DISCLOSURES

The following Special State Requirements and/or Disclosures apply if this Limited Warranty was issued in one of the following states and supersede any other provision herein to the contrary:

GEORGIA

Pre-existing conditions known to You are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

PROVISIONS OF THE LIMITED WARRANTY, f., ODOMETER, is amended as follows: Your odometer must always function and display. A non-working display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage after the issuance of this Limited Warranty will result in denial of coverage under this Limited Warranty.

PROVISIONS OF THE LIMITED WARRANTY, g., MODIFICATION, is amended as follows: If, at any time, it is determined Your Vehicle is altered or modified from original manufacturer's specifications by You or with Your knowledge, We could consider this a material misrepresentation. Upon discovery by Us or our Administrator, We will cancel Your Limited Warranty.

COMPONENTS AND EXPENSES NOT COVERED - EXCLUSIONS, p., is amended to delete sludge.

c. is amended as follows: We do not provide any coverage for vehicles modified by You or with Your knowledge or altered AT ANY TIME beyond original manufacturer's specifications with or without Your knowledge, including but not limited to the following modifications: wheels/tires (not to manufacturer's specifications); lift kits; lowering kits; emission/exhaust; and engine.

ARBITRATION is deleted in its entirety. Arbitration does not apply in Georgia.

PERFORMANCE & OBLIGATIONS: Obligations under this Limited Warranty are insured under a contractual liability insurance policy issued by Old Republic Insurance Company. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurer, Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153- 0008, (800) 331-3780.