

# Vehicle Service Contract



CONTRACT NUMBER:

## APPLICATION PAGE

### PURCHASER INFORMATION

PURCHASER NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

### SELLER INFORMATION

SELLER NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

### VEHICLE INFORMATION

VIN # (MUST BE 17 DIGITS)	YEAR	MAKE	MODEL
CURRENT ODOMETER READING	VEHICLE CLASS	VEHICLE PURCHASE PRICE	FINANCE COMPANY
DI S4X4/AWD TURBO/SUPERCHARGER			

### SERVICE CONTRACT INFORMATION

SALE DATE	COVERAGE	CONTRACT TERM (WHICHEVER COMES FIRST)		CONTRACT EXPIRATION (WHICHEVER COMES FIRST)	
		MONTHS	OR ODOMETER MILES	MONTHS	OR ODOMETER MILES
WAITING PERIOD	USED	DEDUCTIBLE		PURCHASE PRICE	

**Administrator/Obligor: Liberty Auto Warranty, 30 S. Wacker Dr. Chicago, IL. 60606-7413 (888) 623-5547. This is a Contract between You and the Administrator/Obligor. The Administrator/Obligor's performance under this Contract is insured by NSIC Insurance Holdings, LLC.**

### POWERTRAIN PLUS PLAN

**THIS LIMITED WARRANTY AGREEMENT IS BETWEEN THE WARRANTY HOLDER AND Liberty Auto Warranty. ALL INQUIRES REGARDING YOUR WARRANTY SHOULD BE DIRECTED TO Liberty Auto Warranty at 888-623-5547.**

**For 24/7 Roadside Assistance Call 888-623-5547.**

**[COVERAGE STARTS AT DATE SIGNED. HOWEVER, THIS CONTRACT IS SUBJECT TO A (30) DAY PROBATIONARY PERIOD TO COMBAT MISUSE, ABUSE & FRAUD.]**

**CONDITIONS OF AGREEMENT:** Some states do not allow limitations on how long an implied warranty should last, or the exclusions or limitations of incidental or consequential damages that may occur. Therefore, the following limitations or exclusions may or may not apply to you, depending on the state in which you reside. This warranty contract is subject to the terms and conditions set forth by in this warranty agreement. "LIBERTY AUTO WARRANTY, INC," "(COMPANY)" agrees to replace, repair or pay for the replacement or the repair of covered parts listed in the COMPANY Coverage Agreement" set forth below, as result of a mechanical breakdown arising out of

normal use of your vehicle. The replacement parts that are used by COMPANY or its authorized service facility are to be of like kind or quality and may be new, rebuilt, exchanged, or serviceable used components that are customarily used in the automotive industry. As a warranty holder YOU may recommend a service facility of your choice to have the work performed in. COMPANY will make every effort to uphold your choice of service facility. COMPANY has specialists in this area; therefore, if deemed necessary, we reserve the right to have the vehicle moved to a repair center of OUR choice, depending on the individual circumstance. Failure to obtain prior authorization will result in the warranty holder assuming any and all costs. **The procedure for making a claim for repairs is as follows. COMPANY must be called prior to taking a vehicle in for repair, with information on where you would like to take your vehicle and general explanation of the problem. If this procedure is not followed COMPANY has the right to disallow that claim.** We reserve the right to inspect your vehicle before any repairs begin. You are responsible for all expenses associated with the diagnosis of the vehicle's condition. Before any repairs begin, your mechanic must contact us before you approve any diagnostics and / or teardown, and then provide us with the nature of the repair and estimated parts and labor charges. Provided that the repair is covered by this contract, we will issue a claim authorization number. This warranty agreement is in effect as of the date and time COMPANY receives a completed and executed agreement with full payment. COMPANY reserves the right to reject or cancel if these conditions are not satisfied. This agreement terminates at the expiration of the month plus 30 days or miles agreed to, whichever comes first. This agreement is transferable to the new owner of the vehicle for a fee of \$200.00 paid at the time of transfer. Company must be notified within 72 hours of the sale of the above mentioned vehicle, or contract is canceled. Vehicle may be subject to a physical inspection and provide proof of sale/purchase before transfer. The customer's deductible is disclosed above. The total liability COMPANY will pay for the warranty period is the wholesale value of the vehicle, as deemed by Black Book, as published by Hearst Media V., 30503 P.O. Box, GA. If you, the warranty holder, desire a second opinion on a claim, it will be at your own expense. The purpose of this warranty agreement is to give you, the warranty holder, a means to improve the life expectancy and/or performance of certain components of your vehicle. As the warranty holder, it is imperative that you follow the manufacturer maintenance schedule. Failure to perform the required maintenance schedule will void this warranty contract. Required maintenance service may be performed at any qualified service facility. This contract may be amended at any time by COMPANY to comply with state laws. If an existing manufacturer's warranty or another service contract issued by another company covers a claim, those said warranties should be considered the primary payer. The warranty holder must first file the said claim through them. If the claim is also covered under COMPANY, COMPANY will pay the deductible, if any, charged by the issuer of the other warranty or contract. If the other warranty or service contract pays only a portion of the repairs and the portion not covered would have been covered by this warranty agreement, COMPANY will pay the portion not paid by the issuer of the other warranty or service contract, up to the limit of this agreement. COMPANY reserves the right to have claims adjusted by one of their internal claims adjusters in order to perform a quality assurance evaluation. Should any part of the warranty cost remain unpaid at the time of a claim, it will be deducted from the cost of the claim. This Agreement and any litigation arising out of or related to this warranty shall be governed by, interpreted under and enforced in accordance with the laws of the State of Nevada without regard to conflict of laws principles. Any action brought to enforce or interpret this Agreement shall be brought and maintained exclusively in a court of the State of Nevada in Clark County or in the United States District Court for the Northern District of Nevada. Owner (A) consents to submit to the personal jurisdiction of a court of the State of Nevada located in Clark County and the United States District Court for the Northern District of Nevada for any dispute arising out of or relating this Agreement, (B) agrees that he/she will not attempt to deny or defeat such personal jurisdiction by motion other request for leave from such court, including without limitation, a motion to dismiss on the grounds of forum non-convenience, and (C) agrees that he/she will not bring any action arising out of or relating this Agreement in any court other than a court of State of Nevada located in Clark County or in the United States District Court or in the United States District Court for the District of Nevada. (D) He/she expressly waives any right to maintain a class action lawsuit. A claims/disputes shall be tried individually and not as a class action by any single court. He/she waives any right to maintain or participate in a class action suit. How State Law applies: This Agreement gives you specific legal rights. You may have other rights that vary from state to state. This agreement is a product warranty and is not insurance. It is not subject to state insurance laws. Any misrepresentation from the Warranty Holder will void this agreement.

## COVERED COMPONENTS

- **Engine:** All internally lubricated parts inclusive of: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing gear chain and/or belt, rocker arms, shafts and bushings, valves, valve springs, guides and seats, push rods and lifters, oil pump; externally: water pump, mechanical and/or electric fuel pump, oil pan, flywheel, valve covers, intake and exhaust manifolds, distributor shaft, gear, and bushing, engine head(s), engine block, gaskets and seals if damaged as a result of failure of covered engine parts.
- **Transmission:** All internally lubricated parts contained within an automatic transmission and transfer case inclusive of: clutches, bands, pumps, carrier assemblies, internal shafts, (main, intermediate, reaction), thrust washers and bearings, governor, valve body, servo and accumulator assemblies, torque converter, transmission mounts and shift linkage, throttle valve cable, case if damaged as a result of failure of covered automatic transmission parts. Internally lubricated parts contained within a manual transmission inclusive of: main shaft, coupler shaft, all gears, synchro hub assemblies, bearings, shift rails and internal shift forks, input shaft synchro rings and retainers, case if damaged as a result of failure of covered components. Internally lubricated parts within the trans-axle of a front wheel drive including ring and pinion gears, internal bearings, axle(s), and case if damaged by covered components.
- **Exterior:** Paintless Dent Repair (unlimited)
- **Windshield:** Windshield Repair Protection
- **Rear wheel drive:** Parts contained within the differential housing including ring gear and pinion gears, bearings, differential housing if damaged by failure of internally lubricated parts, axle, and universal joints.
- **Four-wheel drive:** Parts contained within the transfer case; transfer case if damaged by failure of internally lubricated parts.
- **Tires & Wheels:** Tire & Wheel Road Hazard Protection (unlimited)
- **Air conditioning, cooling and heating:** Factory installed compressor, clutch, condenser, heater core, blower motor, main radiator, main fan, and fan pulley.

- **Electrical:** Starter, starter solenoid, alternator or generator, voltage regulator, windshield washer pump, wiper motors, trunk lid motor, engine control computer, ignition control module, blower motor, power seat motor, door window motors, power mirror motors, speedometer, tachometer, oil pressure gauge, water temperature gauge. Electronic control module (ECM/ECU), ABS, climate control, primary fuel injection, Powertrain Control Module (PCM).
- **Sensors:** Manifold pressure temperature, throttle position, coolant temperature, vehicle speed, camshaft/crankshaft angle, wheel speed (ABS), and climate control sensors.
- **Steering:** Steering gear, power steering pump, steering column shafts and coupling, rack and pinion.
- **Brakes:** Master cylinder, vacuum assist booster, emergency brake cable, brake calipers, wheel cylinders, compensating valve, brake line tubing and fittings.
- **Front Suspension:** Upper and lower control arms, control arm shafts, upper and lower ball joints, tie rod ends, constant velocity joints, axle(s), wheel bearings.
- **Wear & Tear:** Any covered part listed. Breaks due to excessive wear, lack of maintenance or worn out.
- **Seals and gaskets:** All Seals and Gaskets are covered in conjunction with related covered repairs.
- **Labor:** All necessary labor will be paid by COMPANY to repair or replace all parts covered under this warranty agreement.
- **Rental:** If a vehicle requires more than an 8-hour period to be repaired, COMPANY will pay up to \$30.00 dollars per day, for a maximum of 4 business days on repairs that would be covered under this warranty agreement.
- **24/7 Roadside Program:** Towing, Emergency tire, battery, gasoline and lockout service, emergency transportation up to 150 miles.
- **Trip Interruption:** If a vehicle requires more than a 24-hour period to be repaired, Company will pay up to four (4) days at \$50.00 per day, (if over 200 miles from home).

#### INELIGIBLE VEHICLES

- trucks over one ton classification, taxis, buses, law enforcement vehicles, motor homes
- vehicles used for delivery, construction, taxi, rental, or racing competition
- vehicles modified from the manufacturer's original specifications
- salvaged vehicles
- vehicles equipped with a snowplow
- vehicles with inoperable / inaccurate speedometers or odometers
- any and/or all vehicles used for plowing
- any and all vehicles used for towing
- any other commercial use

**Any of the above conditions will invalidate this warranty.**

#### DEFINITIONS

**Pre-existing:** Pre-existing conditions may be defined as, but not limited to: any part that was broken, worn beyond serviceable limits or making noise at the time of purchase. Any component or system that was not functioning properly upon the first attempt to operate is also considered pre-existing and includes, but is not limited to: four-wheel drive, air conditioning, and electrical components. Failures or breakdowns resulting from pre-existing conditions are the responsibility of the service agreement purchaser.

#### EXCLUSIONS

- **Anything done without the authorization of COMPANY**
- **Pre-existing conditions are not covered by this vehicle service agreement**
- **Any tampering or alteration to the odometer of the vehicle so that the true and actual mileage is not shown on the odometer or cannot be determined**
- **Delays or loss to you, the Warranty Holder, because your vehicle has broken down or other incidental or consequential damages except provided in this warranty agreement**
- **Defects, damage, or deterioration due to exposure, misuse, alteration, negligence, accidents, or deterioration of non-mechanical parts due to normal use.**
- **Lack of normal maintenance required by the manufacturer.**
- **Leaking oil or fluids seals, for example: Power steering pump or rack and pinion seals if the part is performing the function for which it was designed, the part will not be covered simply because of leaks.**
- **Non-replacement of service items. For instance: brake linings, clutch components, tune-up-related items or labor, filters, fluids, light bulbs, fuses, batteries including Hybrid vehicle battery.**
- **Damage as a result of misuse or negligence via continued use after overheating, or damage caused by lack of oil, transmission fluid, antifreeze, power steering fluid, or differential lube oil.**
- **Any part or labor covered under existing factory or emissions warranties**
- **Any failure that would be covered under the Manufactures recall or bulletin**
- **Drive train exclusions: electronic transmission switches, transmission sensors and solenoids, all wiring harnesses, manual shift clutch components and encoder motors**
- **Manual transmission claims will not be approved if the clutch is worn to the extent that it needs to be replaced at the time of the transmission failure**

- **Any part that was broken, worn beyond serviceable limits, or making noise at the time of purchase**
- **Damage to the internal engine parts, transmission, drive axle, or CV joints due to deteriorated seals, boots or gaskets**
- **Any emissions or exhaust parts including Plenum and all sensors**
- **Any wear or damage caused by failure to maintain the vehicle under the standards of the manufacturer**
- **The deductible charge, Sales and or other Use Taxes, fluids, filters and applicable co-pay as determined by COMPANY**
- **Deteriorated seals and/or gaskets or the replacement of seals and/or gaskets unless replacement is required in conjunction with the repair or replacement of covered parts**
- **Hybrid Vehicle Electric motor(s), generator(s), batteries'(s), electrical controls, sensors and all other components specifically intended for the proper operation of the electric drive train.**
- **Any other part not listed in this agreement**

#### **CANCELLATION:**

The purchaser may cancel this agreement by notifying the selling dealer of COMPANY in writing. If the purchaser cancels this agreement within thirty (30) days from the date of purchase, the refund will be 100% of the gross premiums paid to COMPANY, less any authorized or paid claims on the agreement and a \$50.00 administration fee. After thirty (30) days, the refund will be 90% of the pro-rated unearned premiums, based on the greater days in force from the effective date, or the miles driven from the miles shown on the odometer as of agreement date, related to the term of this agreement less a \$50.00 administration fee. If a claim has been presented anytime during the contract period, whether approved or declined, there will be no cancellation of warranty. In the event that the cost of this agreement is part of a retail sales contract, then the lender of the said sales contract shall be the sole payee of any refund. COMPANY may cancel this warranty by refunding 100% of total purchase amount within the first thirty (30) days of purchase. If the consumer has not paid the total purchase price of his/her warranty as agreed, COMPANY shall be entitled to cancel this warranty agreement with no refund. If there is any misrepresentation by the contract holder, this contract will become null and void.

NSIC accepts all liability for the claims made to COMPANY within this contractual agreement including but not limited to: the conditions of agreement, components covered, ineligible vehicles, exclusions and cancellations. Hence, all claims are fully enforced, backed and underwritten by NSIC, Bonded and Insured by CNA Surety.

**The parties acknowledge that this agreement is between Liberty Auto Warranty and the customer named above.** Any misrepresentations from the Warranty Holder will void this agreement. NSIC accepts all liability for the claims made by Liberty Auto Warranty within this contractual agreement including but not limited to: the conditions of agreement, components covered, ineligible vehicles, exclusions and cancellations. Hence, all claims are fully enforced, backed and underwritten by NSIC.

The customer acknowledges that at the time of signing this agreement he/she has received a copy of the Warranty Contract, has inspected the vehicle and found it in good working order and understands that Pre-Existing mechanical conditions are not covered by this Warranty. Any misrepresentations from the Warranty Holder will void this agreement.

I understand I may cancel this agreement within the first thirty (30) days for a refund of the purchase price, less a fifty (\$50) dollar administration fee. If a claim has been presented anytime during the contract period, whether approved or declined, there will be no cancellation of warranty.

The procedure for making a claim for repairs is as follows: The Company must be contacted with a general explanation of the problem prior to taking the vehicle anywhere for repair. If this procedure is not followed the Company has the right, in its sole discretion, to disallow the claim.

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Terms Accepted via digital signature

Date:

Date of Birth:

SAMPLE