

# First Mile Certified Pre-Owned Powertrain Limited Warranty

**Information  
Schedule**

## 1. VEHICLE INFORMATION

VIN		
YEAR	MAKE	MODEL
CURRENT ODOMETER READING	VEHICLE PURCHASE DATE	IN-SERVICE DATE

## 2. CUSTOMER INFORMATION

NAME		
ADDRESS		
CITY	STATE	ZIP CODE
E-MAIL ADDRESS	HOME TELEPHONE	CELL

## 3. SELLING DEALER INFORMATION

DEALER NUMBER	DEALER NAME	
TELEPHONE	ADDRESS	
CITY	STATE	ZIP

## 4. LIMITED WARRANTY INFORMATION

<p>Limited Warranty Period: <input type="text"/> Years or Up to <input type="text"/> Miles</p> <p>The First Mile Certified Pre-Owned Powertrain Limited Warranty begins on the Agreement Date (See Key Terms) and at odometer miles "0". The Powertrain Limited Warranty shall end at the years entered above from the In-Service Date or when the miles entered above are registered on the odometer, whichever occurs first.</p> <p>This Warranty also includes the following additional Platinum coverage:</p> <p><input checked="" type="checkbox"/> 12 Months / 12,000 Miles This coverage begins on the Agreement Date and the Current Odometer Reading.</p>	<p style="text-align: center;">DEDUCTIBLE</p> <p style="text-align: center;"><input checked="" type="checkbox"/> \$50</p>
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**Maintenance Requirements:** Your vehicle must be serviced and receive all of the scheduled maintenance as is recommended by the manufacturer's Owner's Manual. You must retain copies of all completed repair orders showing the maintenance services performed during the coverage period. Failure to show proof that all scheduled maintenance and repairs have been performed may void coverage.

**Repair Requirements:** You are required to return to the Selling Dealer for repairs covered under this Powertrain Limited Warranty. If traveling away from home or are unable to return to the selling Dealer, please contact the Administrator at 1-800-870-6856 for directions to nearest authorized repair facility.

**All repairs must be authorized by the Administrator prior to beginning any repairs covered by the Powertrain Limited Warranty.**

Signed By \_\_\_\_\_  
Customer

Signed By \_\_\_\_\_  
Dealer's Representative

## KEY TERMS

- “**Administrator**” means Total Warranty Services, Inc., 505 S. Flagler Drive, Suite 700, West Palm Beach, FL 33401, 1-800-870-6856.
- “**Agreement Date**” means the date you purchased your vehicle as shown in Section 1 on the Information Schedule and the date on which this Powertrain Limited Warranty begins.
- “**Breakdown**” means the failure of any original or like replacement part covered by this Powertrain Limited Warranty to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owner’s Manual. Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.
- “**Cost**” means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer’s suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.
- “**Deductible**” means the amount you must pay for covered repairs per visit your deductible is shown in Section 4 of the Information Schedule. The deductible amount is checked.
- “**In-Service Date**” means the vehicle factory warranty start date or the vehicle’s first day of use, whichever occurs first, regardless of the “Agreement Date”.
- “**Repair Facility**” means a franchised automobile dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 12 months and 12,000 miles. Repairs performed by any facility must receive authorization from the Administrator prior to beginning repairs.
- “**Selling Dealer**” means the dealer from whom you purchased your vehicle, shown in Section 3 on the Information Schedule.
- “**Vehicle**” means the covered car or truck shown in Section 1 on the Information Schedule.
- “**Warranty**” means any warranty of the manufacturer, state required warranty, dealer warranty or a repair facility guarantee.
- “**We,**” “**us**,” “**our**” mean the Selling Dealer issuing this Powertrain Limited Warranty.
- “**You**” and “**Your**” mean the customer shown in Section 2 on the Information Schedule, who is also the original holder of this Powertrain Limited Warranty.

## WHAT THIS POWERTRAIN LIMITED WARRANTY COVERS

### Breakdown

During the Limited Warranty Period, we will pay a repair facility, or at our option, reimburse you the cost to remedy any breakdown of the following parts less your deductible.

**At the Administrator’s option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufacturer parts.**

### PLATINUM COVERAGE

During the first twelve (12) months / 12,000 miles after vehicle purchase, whichever occurs first –includes all coverage listed below plus ANY OTHER MECHANICAL BREAKDOWN except for those items listed under section titled “**What this Powertrain Limited Warranty Does Not Cover**”.

### POWERTRAIN COVERAGE

After the 12 month/12,000 mile Platinum Coverage expires, the remainder of the Limited Warranty Period, Powertrain coverage will apply. Please note that this Powertrain Limited Warranty begins on the In-Service date of your vehicle and at odometer mile “0” and will be in effect from that date for the period of years or miles, whichever occurs first, specified in the Information Schedule under section 4, Limited Warranty Period.

**The following parts are covered under this Powertrain Limited Warranty. Parts not listed are not covered.**

1. **ENGINE - Gasoline Engine** - Cylinder block, and all internal lubricated parts including; crankshaft, rod and main bearings, cam bearings, expansion (freeze) plugs, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms (cam followers), pushrods, timing chain housing (cover), timing chain and sprockets, timing belt and pulleys, timing belt tensioner, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, engine oil cooler hoses, oil filter adapter/housing, engine oil sending unit, engine mounts, water pump, temperature sending unit, thermostat and housing, fuel supply pump, vacuum pump, dipstick and tube, seals and gaskets, fasteners for the components listed above.

**Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines** - All of the above listed parts or equivalent plus: turbocharger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, lines and nozzles, seals and gaskets.

2. **TRANSMISSION - Automatic** - Case and all internal lubricated parts including; oil pump, valve body, torque converter, vacuum modulator, governor, main shaft, clutches, bands, drums, gear sets, bearings, bushings, sealing rings, TV cable, solenoids, electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, dipstick and tube, seals and gaskets, fasteners for the components listed above.

**Standard** - Case and all internal lubricated parts including; main shaft, gear sets, shift forks, synchronizers, bearings, bushings, seals and gaskets, fasteners for the components listed above.

**Transfer Case** - (4X4 vehicles) - Case and all internal lubricated parts including; main shaft, gear sets, chain and sprockets, bearings, bushings, mounts, seals and gaskets, fasteners for the components listed above, electronic and vacuum engagement components.

## WHAT THIS POWERTRAIN LIMITED WARRANTY COVERS (CONTINUED)

- 3. FRONT WHEEL DRIVE** - Final drive housing, and all internal parts including; carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, universal joints, front hub bearings, rear hub bearings, locking hub assemblies (4X4), drive shaft support, seals and gaskets, fasteners for the components listed above.
- 4. REAR WHEEL DRIVE** - Drive axle housing, and all internal lubricated parts including; carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, front hub bearings, rear hub bearings, propeller shafts, universal joints, drive shaft support, seals and gaskets, fasteners for the components listed above.

### Rental Reimbursement

When a breakdown renders your vehicle inoperable or unsafe to drive which requires your vehicle to be held by a repair facility overnight for covered repairs, we will reimburse your actual expenses to rent a replacement vehicle from a licensed rental agency not to exceed \$30 per day for a maximum of five (5) days for any one breakdown.

You will be entitled to the following benefit reimbursements for a 2 year period, starting from your vehicle purchase date:

### Roadside Assistance Reimbursement

When a covered breakdown disables Your Vehicle, we will reimburse you up to \$50 per occurrence for the following roadside services: towing, flat tire assistance, battery service, lock-out assistance, emergency gas, oil, fluid, and water delivery services. You are responsible for obtaining the Roadside Assistance, we will then reimburse you.

**EMERGENCY TRAVEL EXPENSE REIMBURSEMENT COVERAGE (Not Available in California, Kentucky, New York and Texas):** We will reimburse you for emergency local commercial lodging, meals and transportation expenses up to \$500 per occurrence (a maximum of \$100 per day for up to five (5) days from the date of Your Breakdown) when:

- The Breakdown occurs 100 miles or more from your home;
- The Breakdown renders Your Vehicle inoperable or unsafe to drive; and
- Your Vehicle is required to be held overnight by a Repair Facility for covered repairs.

## WHAT THIS POWERTRAIN LIMITED WARRANTY DOES NOT COVER

This Powertrain Limited Warranty does not cover and we will not pay benefits:

1. For costs covered by any warranty or vehicle service contract regardless of whether they honor such warranty or vehicle service contract.
2. For any costs that are or would have been covered under any vehicle manufacturer warranty whether or not such warranty is in effect in another country or has been voided by the manufacturer.
3. If your vehicle has been declared a total loss, salvaged or junk vehicle.
4. When repairs are performed without the Administrator's prior authorization.
5. For expenses charged for the disposal of environmentally unsafe materials.
6. For expenses charged for non-specific materials or shop supplies.
7. For a breakdown caused by or involving collision, fire, theft, vandalism, riot, terrorist acts, war, explosion, lightning, earthquake, hurricane, tropical storm, volcanic eruption, windstorm, hail, water, freezing or flood.
8. For loss of time, economic loss, inconvenience, freight charges, core charges, storage charges, or other consequential loss or damage that resulted from a breakdown.
9. For a breakdown when contaminated fluids caused or contributed to the breakdown.
10. For any breakdown caused by contamination, overheating, lack of coolant or lubricants, improper specification (type) of fluids, lack of oil viscosity, sludge or restricted oil flow. Examples include but not limited to: engine and transmission.
11. If your vehicle was manufactured as a non-U.S. specification model.
12. For a breakdown caused by towing a trailer or another vehicle unless your vehicle is equipped for this as recommended by the manufacturer.
13. For a breakdown caused by using your vehicle for racing or other competition.
14. For a breakdown caused by or involving modifications unless those modifications were performed by the manufacturer and the modifications meet the manufacturer's specifications (e.g. tires two or more sizes larger or smaller than the manufacturer's specifications, lift kits, aftermarket performance parts or systems).
15. If your vehicle has been modified to plow snow, whether the snowplow blade is attached to the vehicle or not.
16. For any consequential or incidental damage or loss should your vehicle be involved in a collision caused by or involving a breakdown of a component covered by this Powertrain Limited Warranty.
17. For the repair of valves and/or rings for the purpose of raising the engine's compression when a breakdown has not occurred.
18. To correct a cosmetic imperfection.
19. For a breakdown caused by abuse, misuse, alterations or lack of customary maintenance as recommended in the Maintenance Requirements of this Powertrain Limited Warranty and/or in the Manufacturer's Maintenance Schedule for your vehicle.
20. For a breakdown caused by rust or weather related corrosion.
21. For a breakdown of a covered part resulting from the failure of a non-covered part. However, coverage will be provided for a non-covered part resulting from a breakdown of a covered part.
22. If your vehicle is used for commercial purposes including but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or business travel when the vehicle is used by more than one driver.
23. If your vehicle is an exotic vehicle or is a truck rated more than 1 ton.

24. For a breakdown caused by or involving equipment, components or systems not installed by the manufacturer.
25. If your vehicle's odometer has been stopped, altered or misrepresents your vehicle's actual mileage including but not limited to odometer misrepresentation caused by the use or modification of the vehicle with undersize tire and wheel assemblies.
26. To repair, replace, adjust or align any part not covered by this Powertrain Limited Warranty unless required in conjunction with the repair of a covered part.
27. For diagnosis charges, cost of disassembly or assembly if your repair is not covered or has been denied.
28. For a breakdown that is a direct result of a mechanical or structural defect when the manufacturer has announced a public recall for the purpose of correcting such a defect.
29. For additional loss or damage which is occasioned by you or operator's failure to use all reasonable precautions to protect the vehicle from any further loss or damage after a breakdown or failure has occurred or been indicated.
30. For repairs made solely to meet or maintain any governmental emission standards.
31. For damage caused to your engine resulting from the ingestion of water through the engine air intake system (commonly referred to as water ingestion).
32. For repairs of water and air leaks, rattles, squeaks, and wind noise.
33. If your vehicle is powered entirely by a fuel source other than gasoline or diesel fuel (excluding hybrids).

## MAINTENANCE REQUIREMENTS

In order to keep your Powertrain Limited Warranty valid, you must follow the maintenance procedures listed below. If your failure to follow these procedures causes a breakdown, you may be denied coverage.

Your vehicle must be serviced receiving all scheduled maintenance as recommended by the manufacturer in the Owner's Manual, or

You must have your vehicle serviced in the following manner every six (6) months or six thousand (6,000) miles, whichever comes first:

- |   |  |
|---|--|
| 1. Change engine oil and filter.                  | 5. Check and maintain drive axle fluid level.      |
| 2. Check PCV valve operation.                     | 6. Lubricate front suspension.                     |
| 3. Check and maintain power steering fluid level. | 7. Check and maintain the proper level of coolant. |
| 4. Check and maintain transmission fluid level.   |  |

In accordance with Manufacturer's prescribed service intervals you must; change transmission fluid, drive axle fluid and brake fluid. Follow all other recommendations of the manufacturer regarding other special services (if applicable to your model) as outlined in the Owner's Manual.

You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that shows date, a description of your vehicle, mileage and services performed. We may require you to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

We recommend you return to the Selling Dealer for all scheduled maintenance. They are committed to ensuring your vehicle is properly maintained and they will also retain copies of your maintenance records in order to assure your compliance with maintenance record retention. Most repair facilities will not retain copies of your maintenance records for more than a short time.

## IN CASE OF A BREAKDOWN

You are required to return your vehicle to the Selling Dealer for repairs covered under this Powertrain Limited Warranty.

If traveling away from home, please contact the Administrator at **1-800-870-6856** for directions to the nearest authorized repair facility.

## YOUR RESPONSIBILITIES

You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the vehicle. You are required to safely pull your vehicle off the road and shut down the engine immediately when the oil warning light/gauge or the temperature warning light/gauge indicates a problem.

If you experience a breakdown, you agree to:

1. Use all reasonable means to protect your vehicle from further damage.
2. Return your vehicle to the Selling Dealer for covered repairs. If traveling away from home, please contact the Administrator at **1-800-870-6856** for directions to the nearest authorized repair facility.
3. Authorize the repair facility to perform necessary diagnostic work and provide "teardown authorization" so that the repair facility can provide an accurate diagnosis and estimate of repairs.

**IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS POWERTRAIN LIMITED WARRANTY.**

4. Furnish the Administrator with such information as they may reasonably require, and if requested provide proof of your vehicle's regular maintenance during the Powertrain Limited Warranty Period as defined in the Maintenance Requirements section.
5. Allow the Administrator to examine your vehicle if asked to do so.
6. All repairs being authorized by the Administrator prior to beginning any repairs covered by this Powertrain Limited Warranty.
7. Call the following business day to receive claim filing instructions should a breakdown occur on a weekend or holiday.  
Customer service hours are 8:00 AM - 6:00 PM (EST Time) Monday through Friday.

## GENERAL PROVISIONS

### 1. Where You Are Covered

This Powertrain Limited Warranty applies only to breakdowns occurring within the continental United States of America, Alaska, Hawaii and Canada.

### 2. Eligibility

The following vehicle guidelines must be met for eligibility under this Certified Pre-Owned Powertrain Limited Warranty program:

Eligible Vehicle Makes	Vehicle Year Eligibility	Vehicle Maximum Mileage at time of vehicle purchase
Hyundai	Current Plus 5 years	60,000
Ford	Current Plus 5 years	85,000
Chrysler	Current Plus 5 years	85,000
Chevrolet	Current Plus 5 years	85,000
Toyota	Current Plus 6 years	85,000
Nissan	Current Plus 5 years	85,000
Infiniti	Current Plus 4 years	85,000
Honda	Current Plus 5 years	85,000

### 3. Limit of Liability

Our limit of liability is the cost to repair or replace any covered breakdown; but in no event shall this cost exceed the average retail value of your vehicle as determined by the NADA (Official Used Car Guide) at the time of loss.

### 4. Limitations of Implied Warranty

All Implied Warranties which may arise under state law, including all Implied Warranties of Merchantability or Fitness for a particular purpose, are limited to the duration of this Warranty and do not cover incidental or consequential damages. Some states do not allow limitations on how long an Implied Warranty lasts or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### 5. If You Have Other Coverage

If the manufacturer or repair facility agrees to cover all or some of the cost of a breakdown after a warranty or guarantee has expired, we will pay only for any extra cost.

### 6. Your Help And Cooperation

Your help and cooperation is required if we ask you to help us enforce your rights against any manufacturer or repair facility who may be responsible to you for the cost of repairs covered by this Powertrain Limited Warranty.

### 7. Subrogation

If we pay for a loss, we may require you to assign to us your rights of recovery against others. We will not pay for a loss if you impair these rights to recover. Your rights to recover from others may not be waived.

### 8. Transferability

This Powertrain Limited Warranty is non-transferable

### 9. Cancellation

This Powertrain Limited Warranty is non-cancelable.

### 10. Dispute Resolution – Arbitration

This Limited Warranty requires binding arbitration if there is an unresolved dispute between you and us concerning this Limited Warranty (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, you give up your right to resolve any dispute arising from this Limited Warranty by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing your and our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either you or we must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and we will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by you and us. Unless otherwise agreed to by you and us, the arbitration will take place in the county and state in which you live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Limited Warranty. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Limited Warranty and all transactions contemplated by this Limited Warranty, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Limited Warranty.

### IF YOU HAVE A BREAKDOWN, CALL YOUR SELLING DEALER OR:

- Call the Administrator toll-free: 1-800-870-6856