

Covered Components:

Engine And Water Pump: The following components of gasoline or diesel engines: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The engine block and cylinder heads are covered only if damaged by a Covered Component.

Transmission: The following components of manual or automatic transmissions: torque converter, oil pump, governor, bands, drums, planetaries, sun gear and shell, sprag(s), shaft(s), bearings, shift rail, forks, and synchronizers.

Drive Axle Assembly: Drive shaft, ring and pinion gears, pinion bearings, side carrier bearings, carrier assembly, axle and axle bearings (wheel hub bearings not included), universal and CV joints except if boot is damaged or missing. Drive axle housing is covered if damaged by a broken Covered Component.

4x4 Transfer Case: Internally lubricated components of the 4x4 transfer case.

Air Conditioner: Compressor, condenser, evaporator and orifice tube.

Electrical: Alternator, voltage regulator, power window motor, heater fan and starter motor. No other electrical components are covered by this product warranty.

Seals & Gaskets: Seals and gaskets are replaced only as part of repair or replacement of Covered Components. Leaking gaskets or seals are not covered.

General Terms and Conditions:

Car Rental & Towing: A total of \$150 for car rental and a total of \$100 for towing are paid on authorized claims only. Acceptable records/receipts will be required in the event of a claim.

Labor & Diagnostic Charges: In conjunction with an authorized claim on Covered Components, labor and diagnostic charges are paid. No labor or diagnostic charges are paid on unauthorized claims or Non-Covered Components.

Replacement Parts: In case of a failure of a Covered Component, the Administrator's obligation is limited to repairing or replacing broken Covered Components including the replacement of all lost fluids and product additive. Worn or burned Components are not covered. Covered Components will be replaced with like kind and quality based on Administrator's discretion.

Transferability: This product warranty is transferable to a second owner of the Vehicle or to a replacement engine and/or transmission, provided Administrator is notified in writing, all acceptable maintenance records are reviewed and approved prior to the transfer, and a \$50 transfer fee is paid. Please direct questions regarding transfers to transfer@WVaseasy.com.

Refund Procedures: This product warranty is not cancellable and is refundable only in the event of a verifiable repossession or an insurance total loss. All refunds will be calculated by a time and mileage factor from the inception date, less a \$75 processing fee. Any claims paid prior to refund date will be deducted from the remuneration. Please direct questions regarding refunds to Seller.

Administrator's Right To Terminate Benefits: In the event of a claim, Administrator reserves the right to terminate the benefits of this product warranty upon the discovery of fraud or misrepresentation of a material fact by the Purchaser or the Purchaser's representative. Evidence of fraud or misrepresentation is forwarded to the proper state and federal authorities. Any Vehicle used in the commission of a crime will have all benefits terminated.

Purchaser Rebate Guarantee (PRG): Administrator will refund the retail purchase price of this product warranty or \$1,500, whichever is less, provided that the Administrator has received Agreement and payment in full, subject to the terms and conditions that are outlined:

Benefits must be activated and remain in force for the full term and the Vehicle must be registered to original Purchaser at the expiration date and mileage of the product warranty. The PRG benefits are payable only to original Purchaser as shown on Agreement and are NOT transferable to any other party. To be eligible for PRG benefits: this product warranty must expire by both time and mileage and no claims or benefits shall have been paid. Rebates on 3 Years / Unlimited Miles term will be based upon 100,000 miles from mileage at sale as expiration mileage for PRG calculations. Original Purchaser must provide acceptable documentation that all activation and maintenance requirements as stated in Agreement have been adhered to. Purchaser must file for PRG benefits within 30 days or 200 miles after the expiration of this product warranty, by both time and miles. To file for PRG benefits, Purchaser must submit the following to Administrator by mail at P.O. Box 60633, Las Vegas, NV 89160-0633:

1. A notarized letter verifying the Vehicle's odometer mileage reading and request for a PRG refund.
2. The Purchaser copy of Driver's Choice™ product warranty Agreement.
3. A copy of original Vehicle sales contract or installment agreement and a copy of a cancelled check or credit card statement documenting the retail price paid for the product warranty.
4. A valid and current copy of the Vehicle registration showing that Purchaser still owns Vehicle.
5. All Vehicle maintenance records.

Eligible refunds will be processed and mailed directly to Purchaser within 30 days. The Distributor or Seller is not an obligor or party to the Purchaser Rebate Guarantee.

Benefit Activation:

- ☐ 1st Day & 1st Mile – Benefits Begin On The Date and Mileage of Product Warranty Purchase.
- ☐ 15 Days & 500 Miles – Benefits Begin On The 16th Day & 501st Mile From The Product Warranty Purchase Date.

Benefits expire when the Vehicle odometer has exceeded the sum of Vehicle mileage at purchase date plus the mileage for term purchased or the years for term purchased whichever occurs first. Unlimited mileage term expires 3 years from purchase date.

Vehicle Protection Kit: The Administrator will ship the Vehicle Protection Kit (VPK) to the Purchaser of this product warranty at the above listed Purchaser's address upon remittance of this agreement from Seller. The VPK contains products for Vehicle protection with instructions and other important information pertaining to this product warranty.

Maintenance Requirements:

1. From the purchase date and mileage of this product warranty Purchaser must have all components of Vehicle serviced by a commercial service facility in compliance with the manufacturer's required maintenance intervals. It is the responsibility of Purchaser to adhere to the Vehicle manufacturer's maintenance requirements relating to climate conditions and Vehicle usage. The Vehicle manufacturer lists conditions that may require adherence to the "severe maintenance" schedule. If Vehicle usage or climate conditions meet any of the "severe" criteria, Purchaser is required to adhere to the severe maintenance schedule as listed by the Vehicle manufacturer.
2. Purchaser may not have their required maintenance performed by a service facility that is owned or operated by the Purchaser. Purchasers cannot perform their own maintenance for product warranty requirements.
3. Acceptable records documenting Purchaser's adherence to the Vehicle manufacturer's required maintenance are required in the event of a claim.
4. Acceptable records must be: issued on the date of maintenance, issued in the name of Purchaser, be signed by Purchaser, be electronically generated, issued by the commercial lubrication service facility performing the maintenance, include mileage, date, Vehicle identification number, year, make and model, and include a record of payment and service performed. Any handwritten information on records, receipts or repair orders, pertaining to or documenting required maintenance are not accepted.

Exclusions:

1. Failure of any listed Covered Component prior to Benefit Activation is not covered.
2. Any and all claims or damage resulting from: abuse, negligence, freezing, overheating of any type, failure to maintain proper coolant, fluid, refrigerant, or lubrication levels, personal damages, per diem expenses, storage fees, medical expenses, telephone or rental charges, fire, flood, vandalism, theft, collision, acts of God, competition or racing, usages not approved by the Vehicle manufacturer, improper load capacity, or improper towing, damages caused by contaminated fluids, coolants, or lubricants for any reason, misuse, road conditions, riots or acts of war. Excessive oil consumption and diminished performance are not covered. Leaking seals, gaskets or fittings are not covered. Vehicle components that require normal manufacturer's recommended replacement intervals are not covered. Benefits are not active until all applicable fees or installment payment plan confirmation has been received by the Administrator.
3. Pre-existing conditions and problems that occur prior to the Benefit Activation date and mileage are not covered. Covered Components that are worn or burned but NOT broken are not covered. Broken Covered Components are defined as Components that have cracked or separated into pieces. Covered Components that are flaking or have been damaged by excessive heat or scoring are not covered. Electrical Components are considered broken if there has been a failure of the Component to conduct electricity required for operation.
4. Any component not listed as a Covered Component, is not covered.
5. Incidental and consequential damages are not covered.
6. Vehicles with: a non-functioning odometer, a diesel engine manufactured before 1990, a rotary engine, alterations not approved by the manufacturer including, but not limited to, oversized or undersized tires and lift kits, and vehicles used for commercial purposes are not eligible for coverage under this product warranty.
7. Claims occurring outside the United States are not covered.
8. Once a claim has been initiated, the Purchaser may not continue to operate the Vehicle until a claim decision has been made. Continued operation will void the claim.
9. Any work or repair done to Vehicle without prior written authorization from Administrator is not considered an authorized claim.

Limit of Liability:

Limit of liability per claim is \$4,000 (aggregate) or the actual cash value of the vehicle (wholesale value) as determined by the Kelly Wholesale Blue Book or the NADA Wholesale Guide, whichever is the lesser amount at claim time. The total of claims paid shall not exceed the actual cash value (wholesale value), of the vehicle as determined by the Kelly Wholesale Blue Book or the NADA Wholesale Guide.

Claim Procedure:

1. For fastest claims service, take Vehicle to an ASE certified service facility and have them go to www.WVaseasy.com to initiate the claim electronically. Claims can also be initiated by calling 877-554-9863. Be sure that no work is started until proper written authorization has been received from Administrator. Reasonable access must be provided to Vehicle for inspection.
2. Acceptable maintenance records are required. Handwritten records are not accepted.
3. Seller has no authority to amend or modify the terms of this agreement, nor approve or deny any claims.
4. Upon claim settlement approval, only a signed, completed repair order is accepted by Administrator.
5. Purchasers with claim related questions can contact Administrator's Claim Specialists by calling 877-554-9863 or sending an email to: claimsupervisor@WVaseasy.com.
6. If a dispute arises out of or relates to the Agreement, its interpretation, application or any alleged breach thereof, and if the dispute cannot be settled through informal negotiation, the Parties agree to try in good faith to settle the dispute by mediation to be held in Las Vegas, Nevada and administered by the American Arbitration Association ("AAA") under its then-existing Commercial Mediation Rules. If informal negotiations and mediation both fail to result in a resolution of the pending dispute, the Parties must submit said dispute to binding arbitration proceedings conducted by AAA in Las Vegas, Nevada, pursuant to AAA's then existing Commercial Arbitration Rules. The Parties further agree that they will faithfully observe the terms and conditions of this Agreement, that they will abide by and perform any award rendered by the arbitrator(s), and that a judgment of any court having jurisdiction may be entered on the award.

This Agreement is a product warranty and is not insurance and is not subject to state insurance laws. Driver's Choice™ was established in 2006.

This product warranty is administered by: Warranty Administration Services, Inc., P.O. Box 60633, Las Vegas, NV 89160-0633 / Toll-Free 877-554-9863 / Fax 888-629-3030.