

# LIMITED WARRANTY

## REGISTRATION SECTION

**LIMITED WARRANTY** Number:

|                                |       |                         |         |             |                    |     |
|--------------------------------|-------|-------------------------|---------|-------------|--------------------|-----|
| VEHICLE PURCHASER NAME: (LAST) |       |                         | (FIRST) | (MI)        | PHONE:             |     |
| STREET ADDRESS                 |       |                         | CITY    |             | STATE              | ZIP |
| ISSUING DEALER/ WARRANTOR      |       |                         |         |             | PHONE:             |     |
| STREET ADDRESS                 |       |                         | CITY    |             | STATE              | ZIP |
| YEAR                           | MAKE: |                         | MODEL:  |             | VIN:               |     |
| CURRENT ODOMETER:              |       | VEHICLE PURCHASE PRICE: |         | DEDUCTIBLE: |                    |     |
| <b>COVERAGE DESCRIPTION</b>    |       |                         |         |             |                    |     |
| VEHICLE PURCHASE DATE          |       | TOTAL MONTHS            |         |             | TOTAL MILES        |     |
| EXPIRATION DATE*               |       | EXPIRATION MILES*       |         |             | LIMIT OF LIABILITY |     |

**\*WHICHEVER COMES FIRST**

### ENTIRE LIMITED WARRANTY

This **LIMITED WARRANTY** constitutes the entire **LIMITED WARRANTY** given by Us in connection with your purchase of the above Vehicle. No person or entity has authority to modify the terms of this **LIMITED WARRANTY** or to waive any of its provisions.

Any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are hereby limited to the same duration of time as this **LIMITED WARRANTY**. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

This **LIMITED WARRANTY** does not cover any incidental or consequential damages of any kind, including, but not limited to: damages for loss of use of the Vehicle, damages to property, loss of time, loss of profits or loss of income. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to You.

This **LIMITED WARRANTY** gives you specific legal rights. You may also have other rights which vary from state to state. YOU ARE NOT REQUIRED TO ENTER INTO THIS **LIMITED WARRANTY** IN ORDER TO PURCHASE, LEASE, OR OBTAIN FINANCING FOR A VEHICLE. This Limited Warranty is a product warranty and is not insurance. You should read this Limited Warranty carefully. It contains the entire Limited Warranty between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Limited Warranty. This form is for product registration. Failure to complete and return the form does not diminish Your rights under this Limited Warranty. REVIEW SPECIAL STATE DISCLOSURES AND REQUIREMENTS FOR ANY RIGHTS, PRIVILEGES AND CONDITIONS THAT GOVERN THIS **LIMITED WARRANTY** IN YOUR STATE. Any modification(s), alteration(s), or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. You acknowledge Your understanding of and agreement to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section in this Limited Warranty. Refer to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section for opt-out instructions. THIS **LIMITED WARRANTY** CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Limited Warranty is based on information You provided in this Schedule Page. This Limited Warranty gives You specific legal rights, and You may also have other right which vary from state to state. Your signature below means that You have reviewed and understand this Limited Warranty Terms and Conditions.

## I. DEFINITIONS

Throughout this **LIMITED WARRANTY** certain words and phrases are used that have special meanings. These terms appear in **boldface type**. Their meanings are listed below:

**Administrator** means Hero Protects, LLC [13801 Riverport Dr., Suite 100 Maryland Heights, MO 63043 (800) 833-0193] the company that provides administrative services for this **LIMITED WARRANTY**.

**Breakdown** means the failure of a **Covered Part** under normal service. A **Covered Part** 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 non-covered parts.

**Covered Part(s)** means the mechanical and electrical parts and components described in Section II., SCHEDULE OF COVERAGE, under "POWERTRAIN COVERAGE" in this **LIMITED WARRANTY**.

**Deductible** means the amount set forth in the REGISTRATION SECTION that **You** are required to pay per covered **Breakdown**.

**Repair Facility** means the Issuing Dealer **You** purchased **Your Vehicle** from. In the event the Issuing Dealer is unable to perform a specific covered repair then an alternate authorized repair facility may be selected. An authorized repair facility is defined as licensed by their state to perform repairs for profit. The repair facility must have a tax identification number.

**Reasonable Cost** means the repair costs that are recognized locally and/or nationally for a similar repair. **We** may use published parts and labor guides to establish reasonable costs.

**We, Us, Our, Warrantor** means the ISSUING DEALER listed on page 1 that is obligated to perform under this **LIMITED WARRANTY**

**You** and **Your** means the Purchaser of the **Vehicle** shown in the REGISTRATION SECTION to whom this **LIMITED WARRANTY** is issued.

**Your Vehicle** means the **Vehicle** which is described in the REGISTRATION SECTION.

## II. SCHEDULE OF COVERAGE

**We will pay or reimburse You for customary and Reasonable Costs to repair or replace any Breakdown of a mechanical part listed below under Powertrain Coverage, less any Deductibles You are required to pay and up to the aggregate limit of liability as identified under the Coverage Description portion of the REGISTRATION SECTION of this Limited Warranty.**

The coverage applies only to the parts listed below under **Powertrain Coverage**, and to related labor, but not if they are covered by insurance or the manufacturer's warranty. If a **Covered Failure** occurs, **We** will repair or replace the covered part(s), or **We** will pay an authorized Licensed Repair Facility Reasonable Cost and customary charges to do so, not to exceed manufacturer's suggested retail price for covered parts, and specific labor times published in AllData, Chilton, Mitchell or the manufacturer's warranty labor time standards, subject to the **Deductible**, and the other provisions of this **Limited Warranty**. Reimbursement may be made directly to **You** for an authorized claim.

**We will cover up to one hundred twenty-five dollars (\$125) per hour for labor rates.**

**Replacement parts may be new, remanufactured or used parts, at Our sole discretion. All parts will meet or exceed the original manufacturer's specifications, and where necessary, only high-quality certified components will be used. The parts may be new, remanufactured, or used, but all will be of high quality, certified for vehicle use and be warranted to meet the requirements of this Limited Warranty.**

### POWERTRAIN COVERAGE

**ENGINE:** Cylinder Heads; Intake Manifold; Exhaust Manifold(s); Crankshaft; Connecting Rods; Connecting Rod Bolts; Pistons; Wrist Pins and Retainers; Piston Rings; Camshafts; Camshaft Bearings; Valve Lifters/Camshaft Followers; Rocker Arms; Rocker Arm Studs and Bolts; Push Rods; Camshaft Housing; Balance Shaft; Balance Shaft Gear; Cylinder Head Bolts; Valve Guides; Valve Seats; Intake and Exhaust Valves; Valve Springs, Valve Keepers and Retainers; Timing Chain and Timing Chain Gears/Sprockets. Crankshaft Bearings, Connecting Rod Bearings and Balance Shaft Bearings.

**TURBOCHARGER/SUPERCHARGER: (Factory Installed Only):** Turbocharger/Supercharger housing; turbo boost valve; turbo waste gate, actuator bearing, bushing and all other internal parts. Turbocharger/Supercharger housing are only covered **if damaged by a covered internally Lubricated Part**.

**TRANSMISSION/TRANSFER CASE:** Front Pump Housing, Gears, Stator Support and Bolts; Input, Output and Intermediate Shafts; Counter and Idler Shafts; All Forward Speeds, Overdrive and Reverse Gear Sets; Planet/Pinion Gear Carriers; Planetary Assemblies and Valve Body/Control Valve Assembly. Torrington and Roller Bearings.

**FRONT/REAR WHEEL DRIVE SYSTEM:** Axle Shafts; Pinion Yoke/Flange and Flange Lock-Nut; Pinion Gear; Pinion Preload Adjustment Sleeve; Pinion Gear Spacers; Ring Gear; Differential Carrier Housing; Differential Carrier; Differential Carrier Bearing Caps and Bolts; Differential Carrier/Ring Gear Adjustment Spacers; Side Gears; Side Gear Washers; Spider Gears; Spider Gear Washers; Spider Gear Pinion Shaft and Spider Gear Pinion Shaft Bolt. Pinion Bearings and Races, Differential Carrier Bearings and Races.

**FLUIDS:** Up to one hundred dollars (\$100.00) allowance for Vehicle Fluids (Engine Oil, Transmission Fluid and Front/Rear Drive System Fluid) **if required in conjunction with a Covered Repair**.

**SEALS AND GASKETS** are covered for all components listed under Powertrain Coverage provided the Vehicle described on the Contract has less than two hundred thousand (200,000) miles on the odometer at the time of Contract issuance. Vehicles with two hundred thousand (200,000) miles or more on the odometer at time of Contract issuance are not eligible for Seals and Gaskets Coverage.

### **EMERGENCY ROAD SERVICE / LOCK-OUT**

**Emergency Roadside Benefit:** Emergency Roadside Assistance is available throughout the United States and Canada, 24 hours a day, 365 days a year. You will only have to pay for any costs more than the \$150.00 per occurrence limit plus any non-covered costs. **Note:** Coverage is extended to the Vehicle listed on the Registration Section of this Limited Warranty only. The Emergency Roadside Assistance Benefits are only available to You during the term of this Limited Warranty.

If the Covered Vehicle, listed on the Registration Section of this Limited Warranty, needs emergency roadside service, You must call the 24-hour toll free number at (800) 702-3515 for service. The following benefits are subject to a maximum benefit of \$150 per occurrence:

- **Battery Jump Start** – if a battery failure occurs, a jump will be given to the Vehicle listed on the Registration Section of this Limited Warranty.
- **Flat tire changes** (using Your inflated spare that is with the Vehicle) – service includes the removal of the flat tire and the replacement with the inflated tire that is with the covered Vehicle.
- **Delivery of an emergency supply of fuel, oil, lubricants, fluid or coolant** (cost of fluids is not included) – You must pay for the fuel or other fluid when it is delivered
- **Lockout Service** – in the event the keys for Your Vehicle are locked in Your Vehicle, this service will provide assistance in gaining entry to through the passenger compartment only of the Vehicle listed on the Registration Section of this Limited Warranty.

### **III. GENERAL PROVISIONS**

This **LIMITED WARRANTY** is between **You** and **Us**, and is subject to all the terms and conditions contained herein:

#### **A. LIMITED WARRANTY Period**

Coverage under this **LIMITED WARRANTY** will expire at 12:01 a.m. Eastern Standard Time on the Expiration Date or upon reaching the Expiration Mileage, whichever occurs first, set forth in the REGISTRATION SECTION.

#### **B. Limit of Liability**

**Aggregate** – The total of all benefits paid or payable while this **LIMITED WARRANTY** is in force is the lesser of (i) the Cost of Covered Repairs during the **LIMITED WARRANTY** period listed under the Coverage Description on the REGISTRATION SECTION; (ii) the actual cash value of **Your Vehicle** as of the date immediately prior to the opening of the most recent claim for a Covered Repair, less any deductible, as determined by Kelley Blue Book, National Auto Dealer Associate Guide, or such other nationally recognized source, based upon region; taking age, condition and mileage into consideration; (iii) the purchase price **You** paid for the Vehicle excluding charges for tax, title, negative equity, license, and finance and insurance products; (iv) the Maximum Limit of Liability as identified under the Coverage Description portion of the Registration Section of this Limited Warranty.

#### **C. Deductible**

In the event of a **Breakdown** covered by this **LIMITED WARRANTY**, **You** may be required to pay a **Deductible** for each repair visit to repair or replace a **Covered Part**. To determine if a **Deductible** applies, and if so, the amount, please see the **Deductible** entry in the **REGISTRATION SECTION**. Once a **Covered Part** is repaired or replaced under the terms of this **LIMITED WARRANTY**, any **Deductible(s)** amount to repair or replace a **Breakdown** of that part will be waived during the **LIMITED WARRANTY** Period.

#### **D. Transferability**

This **LIMITED WARRANTY** is between **You** and **Us** and it cannot be transferred to any other person. Only **You**, and any person who is entitled under state law, may enforce **Our** obligations under this **LIMITED WARRANTY**.

### **IV. WHAT IS NOT COVERED**

This **LIMITED WARRANTY** does not provide **Coverage**:

- FOR REPAIRS TO ANY PART OR PARTS OF THE DESCRIBED VEHICLE NOT SPECIFICALLY LISTED IN SECTION II. SCHEDULE OF COVERAGE, OF THIS LIMITED WARRANTY.**
- FOR MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE, BUT ARE NOT LIMITED TO: ALIGNMENTS, ADJUSTMENTS, CLEANING, WHEEL BALANCING, TUNE-UPS, SPARK PLUGS, SPARK PLUG WIRES, GLOW PLUGS, HOSES, DRIVE BELTS, SHOP SUPPLIES AND ENVIRONMENTAL WASTE CHARGES.**
- FOR DAMAGE AND/OR BREAKDOWN RESULTING FROM COLLISION, ROAD HAZARD, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, VOLCANIC ERUPTION, FREEZING, RUST OR CORROSION, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS.**
- FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE LIMITED WARRANTY OR THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, OR IMPROPER SERVICING OR REPAIRS PERFORMED BY A REPAIR FACILITY. FOR ANY BREAKDOWN CAUSED BY SLUDGE BUILD-UP, LUBRICANT BLOCKAGE OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS, AND/OR COOLANTS, OR ANY BREAKDOWN RESULTING FROM FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN A BREAKDOWN HAS OCCURRED.**

- E. FOR ANY REPAIR OR REPLACEMENT OF ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE PUBLISHED FIELD TOLERANCES ALLOWED BY THE MANUFACTURER.
- F. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING, BUT NOT LIMITED TO DAMAGE RESULTING FROM: THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, TRAILER HITCHES, ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXLE MODIFICATIONS, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS.
- G. FOR BREAKDOWNS IF THE VEHICLE ODOMETER HAS BEEN TAMPERED WITH, ALTERED, DISCONNECTED, BROKEN AND/OR CEASED TO OPERATE FOR ANY REASON SO THE ACTUAL VEHICLE MILEAGE CANNOT BE DETERMINED.
- H. FOR ANY LOSS, CLAIM OR SERVICE OBLIGATION WHICH ARISES FROM OR IS IN ANY MANNER RELATED TO THE FAILURE OF ANY COMPUTER, COMPUTER CHIP, COMPUTERIZED COMPONENT, COMPUTER SOFTWARE OR OTHER MACHINE OR PRODUCT TO RECOGNIZE DATA, PERFORM OPERATIONS OR CALCULATIONS, OPERATE PROPERLY OR PERFORM AS EXPECTED, INCLUDING BY NOT LIMITED TO ANY LOSS, CLAIM OR SERVICE OBLIGATION INVOLVING MISCALCULATIONS, INTERFERENCE WITH OR DAMAGE TO EXISTING DATA, LOSS OF DATA, OR INABILITY TO OPERATE REGARDLESS OF WHETHER SUCH FAILURE OCCURS IN EQUIPMENT OWNED OR USED BY YOU OR OTHERS.
- I. FOR REPAIR OR REPLACEMENT OF A COVERED PART THAT IS COVERED BY AN INSURANCE POLICY, SUPPLIER OR REPAIRER GUARANTEE/WARRANTY, MANUFACTURER AND/OR DEALER CUSTOMER ASSISTANCE PROGRAM OR ANY WARRANTY FROM THE MANUFACTURER OF THE VEHICLE AND/OR FOR A BREAKDOWN OF A COVERED PART IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY TO REPAIR OR REPLACE THE PART THROUGH ANY MEANS, INCLUDING PUBLIC RECALLS AND FACTORY SERVICE BULLETINS.
- J. IF YOUR VEHICLE IS USED FOR TOWING OR HAULING A TRAILER, OR ANOTHER VEHICLE OR OBJECT, UNLESS YOUR VEHICLE IS EQUIPPED WITH FACTORY INSTALLED OR FACTORY AUTHORIZED TOW PACKAGE AND THE ITEMS TOWED OR HAULED DID NOT EXCEED THE MANUFACTURER'S RATED CAPACITY.
- K. IF YOUR VEHICLE IS USED FOR COMMERCIAL OR FARMING PURPOSES, INCLUDING, BUT NOT LIMITED TO: DELIVERY OR ROUTE WORK; REPAIR OR SERVICE; RENTAL; TAXI, LIMOUSINE OR SHUTTLE SERVICES; ROAD REPAIR OPERATIONS; CONSTRUCTION; JOB SITE ACTIVITIES; POLICE OR EMERGENCY SERVICE; PRINCIPALLY OFF-ROAD USE; RACING OR COMPETITIVE DRIVING; SNOW REMOVAL; OR IS USED BY MULTIPLE DRIVERS.
- L. FOR ANY BREAKDOWN THAT OCCURS AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD.
- M. FOR ANY BREAKDOWN IF THE REPAIR INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY IS NOT TRUE.
- N. FOR BREAKDOWNS THAT OCCUR TO YOUR VEHICLE AND REPAIRS THAT ARE MADE OUTSIDE THE UNITED STATES OF AMERICA OR CANADA.
- O. NEW VEHICLES FOR WHICH THE FULL MANUFACTURER WARRANTY IS NOT IN PLACE OR ACKNOWLEDGED BY THE MANUFACTURER.

## **V. YOUR RESPONSIBILITIES**

### **A. Maintenance Requirements and Service History**

Whenever possible, it is recommended **You** return to the dealership where **You** purchased **Your Vehicle** for maintenance services. In order to maintain valid Limited Warranty coverage, **You** must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in Your Vehicle's Owner's Manual. **You** should have the engine oil and filter changed every six (6) months or five thousand (5,000) miles, whichever comes first, or **You** must follow the maintenance schedules in accordance with **Your Vehicle's** manufacturer recommendations. If applicable, replace the engine timing belt/timing chain at the intervals specified by the **Vehicle** manufacturer. Do not neglect, abuse or intentionally harm your vehicle, race your **Vehicle**, or use **Your Vehicle** off-road. Do not continue to operate **Your Vehicle** if it will cause additional damage.

NOTE: **Your** Owner's Manual may list different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the normal or severe maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of Coverage.

**You** must retain all copies of verifiable receipts and repair orders for maintenance services, regardless of if work was performed by **You** or a Licensed Repair Facility. These copies must indicate customer name, repair order number and date, vehicle identification number, odometer reading at time of service and a complete description of the service performed including required parts and materials and/or a self-maintained log with corresponding "purchase receipts" for oil and filter, coolant, and brake system flush, etc. You may be required to provide evidence of all maintenance services. **Failure to provide proof of services performed may result in denial of coverage. A self-maintained log without corresponding 'purchase receipts' is not acceptable 'proof' of maintenance.**

## B. Claim Procedure/Pre Authorization

1. Prevent Further Damage – Use reasonable means to protect **Your Vehicle** from further damage in order to prevent additional expenses, repairs or complete denial of the claim. **You** will be responsible to pay any such additional expenses.
2. Take Your Vehicle to a Licensed Repair Facility – Whenever possible, return **Your Vehicle** to the dealership where **You** purchased the **Vehicle**. If this is not possible and **You** need assistance, call **Us** toll free at (855) 203-9876.
3. Obtain Prior Authorization from the Administrator – Prior to any repair being made, instruct the service advisor at the Licensed Repair Facility to contact the Administrator to obtain an authorization for the claim. **Any claim for repairs without prior authorization will not be covered. We** can be contacted Monday through Friday, 8:00 a.m. to 6:00 p.m. CST at (855) 203-9876. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Limited Warranty. Any additional amount must receive prior approval.

**EMERGENCY REPAIRS (non-business hours only)** – After the Licensed Repair Facility has diagnosed the problem, please have Your Limited Warranty Number available and call (855) 203-9876.

4. Authorize Tear-Down and/or Inspection – In some cases, **You** may need to authorize the Licensed Repair Facility to inspect and/or teardown **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be required to pay the expense of the teardown if the failed component is not covered by **Your** Limited Warranty or is due to lack of maintenance or a Pre-existing Condition. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.
5. Review Coverage – After the Administrator has been contacted, review with the service advisor what will be covered by this Limited Warranty.
6. Pay Any Applicable Deductible – **We** will reimburse the Licensed Repair Facility or **You** for the cost of the work performed on **Your Vehicle** that is covered by this Limited Warranty and previously authorized, less any **Deductible**. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for reimbursement.
7. Proof of Service and/or Repair – To obtain payment for a covered repair **You**, or the Licensed Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, **Your** name and signature, repair facility name, address and phone number, repair totals, **Deductible** (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or Your self-maintained log with corresponding receipts, may be requested by the Administrator for related repairs. In addition (if applicable), all related invoices (i.e., towing, rental, sublets, etc.) must accompany the repair order for consideration of claim reimbursement.

## DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

**PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.**

**ARBITRATION.** Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Limited Warranty**), **You, We**, and the **Administrator** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Limited Warranty**, including but not limited to claims related to the underlying transaction giving rise to this **Limited Warranty**, or claims related to the sale, financing or fulfillment of this **Limited Warranty** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under this **Limited Warranty**, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** were issued **Your Limited Warranty** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Limited Warranty**.

The Parties agree and acknowledge that the transaction evidenced by this **Limited Warranty** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** were issued the **Limited Warranty** shall apply, without regards to conflicts of law.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** were issued the **Limited Warranty** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org). If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

**CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration.

Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE ISSUANCE OF THIS LIMITED WARRANTY (THE DATE OF ISSUANCE BEING INDICATED ON YOUR LIMITED WARRANTY).**

To opt out, **You** must send written notice to either: (1) [13801](#) Riverport Drive, Suite 100, Maryland Heights, MO 63043, Attn: Legal or (2) [grantrust@heroprotects.com](mailto:grantrust@heroprotects.com), with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** were issued **Your Limited Warranty**; and (c) the **Issuing Dealer**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

### **SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS**

The following SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS apply to this **Limited Warranty** and supersede any other provision(s) herein to the contrary. **We** have made every effort to include all required state notices; however, should a required notice be in effect as of the Limited Warranty Effective Date not be listed below, such state law or regulation will take precedence over the terms of this **Limited Warranty**.

**ALASKA: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is deleted in its entirety and replaced with the following: If **You** and the **Warrantor** fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal, shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict **Your** rights or the rights of the **Warrantor**.

**ARKANSAS: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is amended as follows: Arbitration is non-binding and voluntary.

**CALIFORNIA: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is amended to include the following: This **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** shall be limited to the use, payment, or provision of the good, service, money, or credit provided by this **Limited Warranty**. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The clause stating, "The Parties agree and acknowledge that the transaction evidenced by this **Limited Warranty** affects interstate commerce" is removed in its entirety.

**CONNECTICUT: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is amended to include the following: Under Regulations of Connecticut State Agencies 42-260-3, **We** are required to make reasonable efforts with **You** to resolve disputes regarding this **Limited Warranty**. If **You** and **Us** cannot reach an agreement, **You** may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attention: Consumer Affairs.

**GEORGIA: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is deleted in its entirety.

**LOUISIANA: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is amended as follows: Arbitration is voluntary and non-binding.

**MARYLAND: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is deleted in its entirety.

**MISSISSIPPI: IMPORTANT NOTICE ABOUT YOUR COVERAGE:**

- 1) This **Limited Warranty** includes a binding **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** agreement.
- 2) The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** agreement requires that any dispute related to **Your** coverage must be resolved by arbitration and not in a court of law.
- 3) The results of the arbitration are final and binding on **You** and **Us**.
- 4) In arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions.
- 5) When **You** become a **Limited Warranty Holder** under this **Limited Warranty**, **You** must resolve any dispute related to the **Limited Warranty** by binding arbitration instead of a trial in court, including a trial by jury.
- 6) Binding arbitration generally takes the place of resolving disputes by a judge and jury.

7) Should **You** need additional information regarding the binding arbitration provision in the **Limited Warranty**, **You** may contact [(800) 888-2738].

**NEBRASKA: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this **Limited Warranty**, by a person covered under this **Limited Warranty** against **Us** or **Us** against a person covered under this **Limited Warranty**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this section shall be subject to the following:

- 1) No arbitrator shall have the authority to award punitive damages or attorney's fees;
- 2) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- 3) No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

**NEVADA: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is deleted in its entirety.

**NEW HAMPSHIRE: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is subject to N.H. Rev. Stat. 542.

**OKLAHOMA: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

**OREGON: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is deleted in its entirety; Arbitration is not applicable for Oregon residents; any arbitration must be by mutual agreement and conducted under local rules as required under ORS Chapter 36.

**UTAH: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is amended as follows: ANY MATTER IN DISPUTE BETWEEN **YOU** AND **WARRANTOR** MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM **WARRANTOR**. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND **WARRANTOR**. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES, IF ALLOWED BY STATE LAW, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THE ARBITRATOR SHALL BE PROHIBITED FROM AWARDING PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND EXEMPLARY DAMAGES. THE ARBITRATOR MAY AWARD A PARTY ONLY ITS ACTUAL DAMAGES AND THE ARBITRATOR MAY AWARD EQUITABLE RELIEF INCLUDING INJUNCTIVE RELIEF. AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ. AN AWARD IN ARBITRATION WILL BE ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT BY ANY COURT HAVING JURISDICTION.

**WASHINGTON: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Limited Warranty**. Arbitration proceedings shall be held at a location in closest proximity to the service **Limited Warranty Holder's** permanent residence.

**WEST VIRGINIA: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section, **ARBITRATION** subsection is amended to include the following: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.