



Contract # _____

Vehicle Service Contract

Coverage begins on day one. No age or mileage limitations. Zero deductible. Valid in all 50 states and Canada.

Dealer Name		Address		
AUTOMAXX		1775 South East Bay Blvd Provo, UT 84606		
Year	Make	Model	Miles	Vin
Date Sold		Buyer's name		Address
City		State	Zip	Phone
Lien Holder		Address		
City		State	Zip	Phone

The buyer(s) of this vehicle understand and agree that they are purchasing a used vehicle and have personally inspected, or have been given the opportunity to have a professional mechanic inspect this vehicle. The buyer(s) acknowledge that they are completely satisfied with the condition of this vehicle and agree to purchase this vehicle in it's **AS IS** condition except for the following service contract provided by Prestige Warranty.

VEHICLES COVERED

Qualifying Passenger cars, light duty trucks and SUVs sold by an authorized AUTOMAXX dealer.

PARTS COVERED AND MAXIMUM COVERAGE AMOUNTS

<u>12 month/12,000 Mile</u>	<u>60 month/100,000 Mile</u>
Engine: \$1500 Transmission: \$1500 Water Pump & Thermostat: \$400 Turbocharger/Supercharger: \$400 Transfer Case: \$400 Rear Differential: \$400 Total Policy Parts and Labor not to exceed \$2500	Engine: \$3000 Transmission: \$2000 Water Pump & Thermostat: \$400 Turbocharger/Supercharger: \$400 Transfer Case: \$1500 Rear Differential: \$400 Fuel injectors & Fuel Pump : \$400 Air Conditioning Compressor: \$400 Alternator: \$400 Catalytic Converters: \$400 Total Policy Parts and Labor not to exceed \$5000
Accept _____ Buyer's Signature _____ Date _____ This is provided free of charge by Automaxx	Accept _____ Buyer's Signature _____ Date _____ Higher 60 month coverage will supersede 12 month coverage when purchased Decline _____ Buyer's Signature _____ Date _____ I've been given the option to purchase the 60 month and have chosen to decline it

Dealer's Signature _____ Date _____	
Terms under which contract was paid:	<input type="checkbox"/> Financed with purchase <input type="checkbox"/> Paid separately by buyer
Expiration Date:	Miles Expiration: Contract Price:

LIMITED WARRANTY INSTRUCTIONS

Claims: 385-250-9960

If your vehicle incurs a breakdown, you must take the following steps to file a claim.

1. Take your vehicle to an ASE certified repair shop of your choice. **YOU ARE RESPONSIBLE FOR ANY TOWING and/or DIAGNOSTIC CHARGES.**
2. Repair facilities must obtain an authorization number from the administrator prior to beginning any repair to a covered part by calling claims. **REPAIRS DONE WITHOUT AUTHORIZATION BY ADMINISTRATOR WILL NOT BE COVERED.**
3. The ADMINISTRATOR reserves the right to have a second opinion before any repair or replacement work is done on the vehicle. The customer shall have the right to recommend a repair facility in which the ADMINISTRATOR shall make every reasonable effort to honor. However, the ADMINISTRATOR reserves the right to select another repair facility. Any attempt to deceive or defraud warranty company will result in declined claims.
4. You are responsible for authorizing and paying for any teardown or diagnostic time needed to determine if your vehicle has a covered breakdown.
5. If you have a covered breakdown, the ADMINISTRATOR will pay for the reasonable cost of the covered repair- not to exceed coverage limits.
6. Emergency repairs obtained outside of normal business hours will be authorized and paid by you, the ADMINISTRATOR will determine if it is a covered breakdown. If so, the ADMINISTRATOR will pay in accordance with the terms and conditions of this contract.
7. To receive reimbursement for repairs, please submit the following to Administrator: (1) Authorization number (2) Vehicle mileage at time of repair (3) Date of Repair (4) Mechanical Complaint (5) Paid itemized invoice including: names, numbers, prices and any express warranty (6) Description of necessary labor charges (7) VIN of Vehicle (8) Contract holder's phone number(s) (9) Name and address to whom reimbursements is payable (10) Any additional information as requested by Administrator. Mail information to: **Prestige Warranty 1775 S. East Bay Blvd Provo, UT 84606**
8. Claims must be submitted within 90 days from authorization to qualify for reimbursement. An exception **may** be made if the insured shows it was not reasonably possible to file within the listed time.

PARTS COVERED CONTINUED

Engine: All internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, oil pump, timing chain and/or gears, rocker arms, valves, valve springs, seats and guides, valve pushrods and lifters. The engine block, cylinder head, and rotary housing are covered only if damage by internally lubricated part. Seals and gaskets are covered when replaced in conjunction with covered repairs.

Transmission: All internally lubricated parts in the transmission case and torque converter. The transmission case is covered only when damaged by an internally lubricated part.

Cooling System: Water pump and thermostat.

Turbocharger / Supercharger: Factory installed turbocharger or supercharger, including housing and all internal parts.

Four Wheel Drive: All internally lubricated parts of transfer case and differential – front and rear.

Fuel System: Fuel injectors and fuel pump. (Does not include fuel injection pump).

Air Conditioning: Compressor (does not include air conditioning evacuation or recharge).

Electrical: Alternator.

Emissions: Catalytic Convertors (Max payout is total for all catalytic convertors, regardless of how many the vehicle has).

GENERAL PROVISIONS

This service contract begins on day one of the purchase date. It is non-transferable and is valid only with the signing buyer. **The buyer must confirm the satisfactory operating condition of all covered items in order for this service contract to apply.** This Contract terminates as of expiration of the date or miles of the plan selected above, or when the total of all pending and paid claims exceeds \$2500.00 (\$5,000 60-month plan) or the listed component maximum stated above whichever occurs first. **This service of contract can only be purchased at time of vehicle sale.** All repairs covered under this contract shall be paid by Prestige Warranty within 72 hours of completion. Buyer must notify Administrator of any breakdown prior to any work being done to this vehicle for approval. Replacement parts can be of like kind and quality. They may include new, remanufactured or used parts as determined by Prestige Warranty. All discount and /or rebates, if any will be property of Prestige Warranty. Failure of covered parts is defined as a defect therein, rendering the covered part incapable of performing the function for which it was designed. Reduced operating performance due to normal wear and tear is not mechanical breakdown and is not covered by this contract. In order for this contract to remain in force, the buyer is required to follow the Manufacturers Required Maintenance Schedule. The Parties acknowledge that this Contract is between the dealer, Prestige Warranty and the customer named above, except as provided below. The dealer agrees to forward a copy of the agreement to the Administrator. This contract is limited to covered Failures which occur, and repairs which are made, within the United States of America and Canada. The buyer and dealer affirm they understand and agree to all pages of this contract by signing.

THIS LIMITED WARRANTY DOES NOT COVER:

(1) Diagnostic charges or tax on services rendered. (2) Fluids, such as engine oil, transmission fluid, anti-freeze and associated filters. (3) Normal maintenance services. (4) Misuse, abuse, alteration, negligence, accidents or salvage title vehicles. (5) Any repair to valves or worn pistons and / or piston rings where the malfunction is low compression and/ or oil consumption. This is considered normal wear and tear. Wear and tear is defined as damage to a component that has not failed but does not meet the manufacturer's tolerance or specifications. (6) **Any part that was broken, was worn beyond serviceable limits, or making noise at the time of purchase.** (7) Any damage caused by overheating, regardless of the cause of overheating, or damage caused by loss of engine oil, transmission fluid or antifreeze, regardless of the cause of loss of fluids. (8) Reduced operating performance due to wear and tear is not mechanical breakdown and is not covered. (9) Seals and gaskets, except when replaced in conjunction with covered repairs. (10) Any vehicle that is modified from the vehicle manufacturer's original specifications. (11) Vehicles sold for the purpose of repairing an existing problem. (12) Vehicles where the odometer fails, or for any reason does not record actual miles on your vehicle purchase date. (13) Incidental or consequential damages or loss caused by breakdown of components (or otherwise), including property damage, personal injury, inconvenience loss of vehicle. Punitive damages are also expressly excluded. (14) Repair of any parts used, added or replaced during a covered repair which are not necessary to the completion of the covered repair were not damaged by the failure of covered part (such replacement is considered betterment and is not covered by this contract). (15) Any cost covered by a repairer's or supplier's guarantee, or any cost which would be normally covered by manufacturer's warranty. (16) Any other benefits for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins. (17) Cost or other damages caused by continued vehicle operation after the failure of a covered part or the failure to replace a worn part that has not failed. (18) Commercial use vehicles. (19) A breakdown caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, flood or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force with respect to the vehicle. (20) Any cost covered by, or excluded by the original vehicle manufacturer's warranty. (21) Damage done by ANY towing with cars or minivans or towing with trucks or SUVs that exceeds manufacturer's recommendations. (23) Any other part(s) not listed in this agreement.

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ARBITRATION

Any matter in dispute between you and the Administrator, Automaxx or Prestige Warranty may be subject to arbitration as an alternative to court action pursuant to the rules of The American Arbitration Association or other recognized arbitrator. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court or proper jurisdiction.

CANCELLATION OF THIS CONTRACT

The right to cancel the contract is reserved exclusively for the original contract purchaser. The buyer may cancel this contract within the first (10) days of the contract purchased date, if no claim has been made, and receive full refund of the total contract purchase price, less the applicable cancellation fee in the amount of one hundred dollars (\$100.00). At any other time, this contract is only cancelable in the event of verifiable repossession or an insurance total loss. All notices to cancel must be sent to Administrator only. All cancellations will be calculated by a time and mileage factor from the inception date, less a \$100.00 cancellation fee. Any claims, commissions or vehicle inspection costs paid prior to cancellation date will be deducted from the refund amount. The Buyer authorizes the participating lender to be listed as the payee and receive any refund in the event this contract is cancelled, or to cancel this contract in the event the contract holder defaults in his/ her obligations such lender.

WE MAY ONLY CANCEL THIS CONTRACT UNDER THE FOLLOWING GROUNDS:

1. Material misrepresentation.
2. Substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplate the risk when entering into the contract.
3. Substantial breaches of contractual duties, conditions, or warranties attainment of the age specified as the terminal age for coverage.

If this CONTRACT is canceled due to non-payment, WE will mail written notice of cancellation to YOU and will CANCEL YOUR CONTRACT no sooner than at least (10) days after the delivery or first-class mailing of a written notice. If this CONTRACT is cancelled for any of the reasons listed above, WE will mail written notice of cancellation to YOU and will cancel YOUR CONTRACT no sooner than thirty (30) days after the delivery or first-class mailing of a written notice.

If a lien holder or Administrator cancels this contract at any time, you will be entitled to a prorated refund of the contract (less a \$100.00 cancellation fee). In general, if Administrator cancels this contract, Administrator will mail to you written notice of cancellation at least thirty (30) days before the cancellation date. However, if Administrator cancels this contract within the first sixty (60) days after the contract purchase date or if Administrator cancels this contract because you have defaulted in your obligation to repay the amount financed by the lien holder Administrator will mail to you written notice of cancellation at least ten (10) days before cancellation date.

STATE DISCLOSURES

If YOU purchased this Contract in one of the States identified below, the Special State Disclosure for that state applies to your contract.

IDAHO: Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy.

UTAH: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the Provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guarantee Association.

**ALL APPLICATIONS MUST BE FAXED OR MAILED TO ADMINISTRATOR
THE ADMINISTRATOR UNDER THIS CONTRACT IS PRESTIGE WARRANTY**

**PHONE: 385-250-9960 FAX: 801-669-5950
1775 S. EAST BAY BLVD. PROVO, UT 84606**

Ver. 5.0

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