

Continental Warranty Inc.

P.O. Box 207 Claymont, DE 19703
800-265-9136 Toll Free 800-994-3747 Fax

Cont Serv-form 022209



We're with you every mile.

IMPORTANT

In order to receive the full coverage of this limited service contract you must, at your expense, maintain your vehicle according to the manufacturer's minimum service requirements. Evidence of proper service (service invoices) must be submitted in the event of any claim. All service invoices must be numbered. See #10 on page 3 of contract.

NEW OR USED VEHICLE SERVICE CONTRACT APPLICATION

Please Print

OWNER'S NAME: _____

VEHICLE YEAR: _____

ADDRESS: _____

VEHICLE MAKE: _____

CITY: _____

VEHICLE MODEL: _____

STATE: _____ ZIP: _____

MILEAGE: _____

CUSTOMER PHONE: _____

VIN NUMBER: _____

DEALER'S NAME: _____

VEHICLE PRICE: _____

DEALER'S PHONE: _____

ENGINE SIZE: _____

D.I.N. #: _____

TRANSMISSION: _____

LEINHOLDER: _____

ORIGINAL IN-SERVICE DATE: _____

DEDUCTIBLE: \$100 \$50 \$0

CONTRACT TERMS AVAILABLE

- | | | |
|--|--|--|
| <input type="checkbox"/> 3 MONTHS OR 3,000 MILES | <input type="checkbox"/> 6 MONTHS OR 6,000 MILES | <input type="checkbox"/> 12 MONTHS OR 12,000 MILES |
| <input type="checkbox"/> 24 MONTHS OR 24,000 MILES | <input type="checkbox"/> 36 MONTHS OR 36,000 MILES | <input type="checkbox"/> 48 MONTHS OR 48,000 MILES |
| <input type="checkbox"/> 60 MONTHS OR 60,000 MILES | <input type="checkbox"/> WRAP AROUND: terms _____ | |

Components listed below on the selected plan are covered by the contract. Components not listed are not covered.
(**Bolded** items are categories only)

CHOICE OF PLANS:

CONTINENTAL: INCLUDES: **ENGINE** – Pistons, piston rings, piston pins, crankshaft and main bearings, camshaft and bearing, timing chain, timing gears, intake and exhaust valves, valve springs, valve guides, oil pump, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters; intake manifold; harmonic balancer; metal valve covers; timing gear cover; air cleaner and vacuum pump. The engine block and heads are also covered if caused by a failure of any of the above covered items. **TRANSMISSION** – **Automatic or Manual Internal parts including:** Torque converter, vacuum modulator, transmission mounts; accumulator rings, accumulator seals, accumulators, adjusters, auxiliary valve body bands, bearings, blockers, boost valve, bushings, case vent, center support, chain, (automatic) clutch, drums, clutch piston, automatic clutch plates, automatic transmission clutch packs, control rings, counter shaft, input shaft, inspection plugs, intermediate shaft, main shaft, manual valve, modulator valve, output shaft, pan, parking gear, parking pawl, planetary gears carrier, planetary gears, pump cover, pump gears, pump guide rings, pump housing, pump vanes, retainers, ring gears, roll pins, (automatic) roller clutches, separator plates, servo rings, servo seals, servos, sheaves, shift cover, shift shafts, shift valves, side cover, snap rings, speedometer drive sleeves, synchronizer springs, synchronizer(s), throttle cable, throttle valve. The case is covered if damage is caused by a failure of any of the above covered items: (With the exclusion of the following: Manual Clutch, Clutch, Pressure Plate & Throwout Bearing, Linkage, Cables, Shifter, Clutch Slave Cylinders; Electronic Switches & Solenoids). **DRIVE AXLES**- Front wheel drive constant velocity joints and axles (excluded from coverage if axle boots are split causing lack of lubrication) or rear wheel drive pinions, pinion bearings and drives shafts, propeller shafts; "U" joints; primary drive axle shafts; axle bearings, center supports. The case is covered if damage is caused by a failure of any of the above covered items. **SEALS AND GASKETS** – Should seals and gaskets be required in conjunction with the repair of a covered component, coverage will be extended to include seals and gaskets on said components up to 100,000 odometer miles. The cylinder head gasket(s) and intake manifold gasket are the only gaskets covered as a gasket failure alone up to 100,000 odometer miles. **CAR RENTAL REIMBURSEMENT:** If Your Vehicle sustains a Failure resulting in a covered repair (5 labor hours or greater), this Contract can limit the expense of a rental vehicle while Your Vehicle is disabled, up to one (1) calendar week at \$30 per day, not to exceed \$210 per occurrence. Please refer to number 7 on page 3 of this contract for detailed car rental coverage limitations. The rental reimbursement benefit is available only where allowed by law.

CONTINENTAL PLUS: INCLUDES: **CONTINENTAL COVERAGE and: STERRING COMPONENTS** – Power steering fluid cooler, steering column coupling, power steering pump; steering main and intermediate shaft. **ELECTRICAL COMPONENTS** –

Alternator; electronic voltage regulator; generator; starter motor; starter solenoid and starter drive. **PRIMARY FUEL PUMP** – Mechanical or electrical with the exception of filters and strainers. **PRIMARY WATER PUMP**- Impeller shaft; bearings; bushings and housing. **BRAKE SYSTEM COMPONENTS**- Master cylinder; power assist boosters and valves; wheel cylinders and calipers. **AIR CONDITIONING COMPONENTS** – Expansion valve, pressure cutoff switches, orifice tube and dryer. For hoses, o-ring seals, refrigerants and other non-covered components, the contract holder is responsible.

TOWING ALLOWANCE- Towing coverage is provided in the event of a failure of a **COVERED COMPONENT** for a maximum of \$50 per occurrence.

CONTINENTAL GOLD: INCLUDES: CONTINENTAL COVERAGE, CONTINENTAL PLUS COVERAGE and:
FRONT SUSPENSION Upper and lower control arms; control arm shafts and bushings; upper and lower ball joints; front wheel drive hub and bearing assembly, steering knuckles; stabilizer shaft and bushings; king pins and bushings; strut bar and bushings; spindles and spindle supports; and wheel bearings. **STEERING COMPONENTS**- Power cylinder assembly; Pitman arm, idler arm, tie rods; drag link; control valve and cylinder steering box or rack and all internally lubricated parts, **ELECTRICAL COMPONENTS**- Distributor shaft and housing; Window motors; power seat motors (6-way seat bottom motors and switches only); front wiper motor (including internal circuit board, relay, and delay switch); power window switches; power seat switches; power door lock actuators; interior door lock switches; horn button; turn signal switch; cruise control module; cruise control switch; headlamp switch; emergency warning flasher switch; window regulators and drives. Excludes coils, coil packs and cassettes. **AIR CONDITIONING COMPONENTS**- Compressor; Internal assembly including: pistons, rods, valves, bearings and shafts; clutch and pulley, condenser and evaporator. **BRAKE SYSTEM COMPONENTS** - Combination valve; steel lines and fittings, backing plates; power brakes cylinder; vacuum assist booster pump; springs; clips and retainers; self adjusters; rear activators; parking brake linkage and cables. **ANTI-LOCK BRAKES**- Booster and pump; master cylinder; control processor and solenoids. **FUEL** – Fuel tank and steel lines; fuel inject metering pump; fuel injectors (Electrical Failure Only); fuel distributor. **HIGH-TECH ELECTRONICS** – analog speedometer, analog tachometer, engine temperature analog gauge, fuel level analog gauge, oil pressure analog gauge, engine control module; power sun/moon roof motor; power convertible top electric motor; electronic level control air compressor; crank sensor, knock sensor, oil temp sensor, camshaft positioning sensor, mass air flow sensor, BAP sensor, MAP sensor, upstream oxygen sensors, downstream oxygen sensors, heated oxygen sensors, throttle positioning sensor, engine coolant temperature sensor, intake air temperature sensor, neutral or park position sensor, brake fluid pressure sensor, PFE sensor, pressure sensors (HVAC), ride height sensor. **HYBRID IMA Control Unit for Battery Electronic, IMA Control Unit for Motor Electronic, Cable Assembly (motor PDU); Junction Board Assembly, IMA Motor Stator Assembly, IMA Motor Rotor Assembly, PDU Unit (pre-driver); PDU Converter (AC_DC).**

SURCHARGES:

TURBO OR SUPER CHARGER- Internal parts, vanes, shafts, bearings, and housing if damage caused by a covered component.

4 WHEEL / ALL WHEEL DRIVE- Transfer case (and internally lubricated parts), front differential, manual locking hub and bearing assembly, C/V axles, front drive shaft and u-joints and enhanced labor time for obstructive parts. (Excludes skid plate damage, and commercial use equipped with tow, plow and/or winch assemblies).

USED VEHICLE POWERTRAIN AND MAJOR ASSEMBLY COMPONENT PROTECTION PLAN

CONTRACT: Means this vehicle service contract. It is a **Contract** between **You** and **Us**.

VEHICLE: Means the vehicle described on the declaration page of this **Contract**.

YOU ARE OBLIGED:

- I. To make sure that all gauges, odometer, and warning sensors and lights are working properly at all times.
 - II. To properly maintain the Vehicle: oil changes, engine tune ups, transmission fluids, differential fluids, and lubrication of steering components and suspension, alignment, wheel balancing, a/c recharging, spark plugs, wiper blades, leak repair(s), coolant, and filters
 - III. In the event of a breakdown:
 - a) Pull over immediately to protect vehicle from further damage.
 - b) Notify Continental Warranty Inc. of breakdown.
 - c) Have the repair facility call Continental Warranty Inc. upon vehicle arrival to verify coverage and provide us with a diagnosis and estimate. Do not have any repairs or disassembly performed until Continental Warranty Inc. authorizes repairs to be completed.
1. **Term:** Contract shall be in effect as of the date accepted by **us** and shall remain so until expiration of either that time or mileage limitations, whichever comes first. **Continental Wrap term**, vehicle service contracts start from the original in-service date, “first owner” and zero miles. Claims made after expiration shall be rejected to the date of the mechanical breakdown.
 2. **Coverage:** We agree to repair or replace a covered component of the vehicle as a result of a **mechanical breakdown** arising out of normal use of the vehicle. Prior authorization must be given before repairs are initiated.

3. **Parts:** Replacement of **covered components** shall be made with parts of like kind or quality and may be new, rebuilt, exchanged, or serviceable used components. Parts (covered components) may be sent to the repair facility from an outside licensed vendor at Continental Warranty Inc.'s request.
4. **Labor:** Labor charges based on Alldata's Labor Guide and rates shall be within accepted industry standards.
5. **Deductible:** You shall be responsible for \$100.00 deductible for each **repair visit**. Failure to pay your deductible voids Contract.
6. **Liability Limits:** Our obligations under this Contract shall cease when the cumulative amount of claims paid or payable under this contract exceed the average value of your vehicle as determined by the then current Kelley Blue Book trade in price.
7. **Car Rental Reimbursement:** Mechanical failure resulting in a covered repair (5 labor hours or greater), this Contract can limit the expense of a rental vehicle while Your Vehicle is disabled. Rental coverage is determined by the amount of Labor hours required to replace/repair Covered Component(s). The Labor time necessary for rental reimbursement is as follows: 5 hours = 1 day; 5.1 to 10 hours = 2 days; 10.1 to 15 hours = 3 days; 15.1 to 20 hours = 4 days; 20.1 to 25 = 6 days; 25.1 to 30 = 7 days. Car Rental Reimbursement : \$30 per day, not to exceed \$210 per occurrence as set forth in the above labor hour/ rental schedule. Your rental car benefits will not continue beyond the day the repairs are completed and **You** are notified of completion. The rental reimbursement benefit is available only where allowed by law.
8. **Pre-Existing Conditions:** All Vehicles considered for a Continental Warranty Inc. contract must be in proper operating condition prior to issuing contract. Continental Warranty Inc. assumes no responsibilities for any pre-existing condition. Therefore, pre-existing conditions will not be afforded coverage under the contract. Don't hesitate to call your dealer manager with any questions. Major claims (engine, transmission, etc.) on vehicles that have traveled 1,000 miles or less may be considered pre-existing at the sole discretion of administration and may also require inspection before authorization can be assigned.
9. **Continental Warranty Inc.** reserves the right to pre-inspect before any disassembly takes place and/or move your vehicle for a second opinion and have the vehicle repaired at one of its authorized repair facilities.
10. **Receipts for Maintenance Work Required:** Unless waived by the seller (us), buyer (you), when presenting a claim or contract transfer, shall produce receipts of maintenance work from a qualified repair facility showing that the manufacturer's schedule of service as set forth in the owner's manual has been followed, or where applicable that the vehicle has had its oil changed every one hundred (100) days or three thousand (3,000) miles, whichever occurs first. (1) Receipts must be from an authorized repair facility showing (a) Time, (b) Numbered Invoice, (c) Mileage. (2) Receipts must be either originals, copies thereof, or computer generated. Seller (us) reserves the right to question the authenticity of any receipts. Failure to produce requested maintenance records (documentation) will result in a denial.

WHAT IS NOT COVERED:

- A. Repairs completed without Continental Warranty Inc. prior authorization (consent) and issuance of a claim authorization number.
- B. Repairs to covered components caused by the failure of a non- covered component.
- C. Oil, greases, lubricants, fluids, coolants, refrigerants, wheel alignments.
- D. Fluid leaks. Damage caused by oil sludge & non covered fluid leaks. Failure of components due to corrosion.
- E. Commercial Vehicles, misusing the vehicle, using vehicle as livery, construction, delivery, racing, rental, hire, or as police, EUF or as a tow or plow vehicle.
- F. Any repair of an altered or customized vehicle, i.e. oversized tires, suspensions, frame kits, high performance engine components.
- G. Damage due to improper previous repairs.
- H. Repairs required because of collision, accidental impact, fire, modification, abuse, overheating, theft, freezing, water damage, corrosion, vandalism, riot, or without proper lubricants or coolants, and using improper fuel.
- I. Repairs from negligence or continued operation of an impaired vehicle.
- J. Repairs due to excessive oil consumption, loss of compression; or gradual reduction in performance not associated with the failure of a covered component.
- K. Acts of God.
- L. Preventative Maintenance: any covered component which has not suffered a **mechanical breakdown**, but which a repair facility recommends be repaired or replaced.
- M. Any repair when the vehicle's odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected or broken. If the odometer has stopped or has been changed the contract is voided.
- N. Junk, Salvaged, total loss history or framed damage, vehicles are not covered.
- O. **Testing/Diagnostic fees are not covered.**
- P. Sales tax is not covered.
- Q. Any part or component that is worn or defective at the time of or before delivery of the vehicle to you.
- R. Any part or component that is subject to normal wear and tear and must be periodically replaced, such as but not limited to: battery, belts, hoses, brake drums, brake shoes, brake rotors, brake pads, shock absorbers, McPherson struts, bolts, nuts, fasteners, standard transmission clutch and linkage (manual or hydraulic).
- S. Any part of component failure that is covered by a manufacturer's warranty, recall, factory bulletins, or policy adjustments which the manufacturer will repair or replace as its expense or is required by law.
- T. Continental Warranty Inc. will not be responsible for any loss or inconvenience you might suffer including, but not limited to, loss of transportation, loss of time, loss of income, injury or property damage, quality of repairs performed by service centers, or for any incidental or consequential damages that you may incur. Not responsible for shipping delays or availability of covered components.
- U. Continental Warranty Inc. will not be responsible for any liability arising out of damage to property for injury or death in any case.
- V. Storage Charges.
- W. Components, parts, or services not named on front of service contract application (reverse side).
- X. The use of non-vehicle's manufacturer's grade specification of lubricants, i.e.; engine, transmission, differentials, transfer case, power steering pump, master cylinder, cooling system, causing damage to covered components.

- Y. Any part or component previously replaced under the service agreement that carries coverage under the repair facility's / component manufacture warranty.

DOCUMENTATION: Our claim authorization number must appear on all invoices submitted to Continental Warranty Inc. for payment.

- a) Repair facility name, address, and phone number with area code.
- b) Vehicle owner's name, address, and phone number with area code.
- c) Vehicle description, year, make, model, VIN, and current mileage.
- d) Mechanic's name.
- e) Estimate or repair order: itemized estimate of part(s) needed and labor time to complete repair.

When a claim has been approved for repair, an authorization number will be issued. This number must appear on repair invoice. No claim will be paid unless an authorization number appears on repair invoice. All authorization numbers will be void and not honored after 90 days of issuance.

AT THE DISCRETION OF CONTINENTAL WARRANTY INC.: THIS CONTRACT CAN BE TRANSFERRED TO ANOTHER OWNER FOR A FEE OF \$125.00 , A WRITTEN NOTICE OF TEN (10) DAYS & ALL MAINTENANCE/SERVICE HISTORY DOCUMENTATION DURING YOUR OWNERSHIP, FROM THE CONTRACT SIGN DATE & CONTRACT STARTING MILES TO THE TRANSFER DATE & MILES. MAINTENANCE DOCUMENTATION AS OUTLINED ON PAGE 3 NUMBER 10. IN THE EVENT OF A TRANSFER FOR WHICH WE HAVE NOT RECEIVED A PROPER NOTICE & MAINTENANCE DOCUMENTATION, THIS CONTRACT SHALL BE NULL AND VOID AS OF THE DATE OF THE TRANSFER. THIS WARRANTY CANNOT BE TRANSFERRED TO ANY OTHER VEHICLE, FOR ANY REASON, THE TEN YEAR/ 100,000 MILE, AND TEN YEAR/ 150,000 MILE SERVICE AGREEMENTS ARE NOT TRANSFERABLE.

CANCELLATION:

1. You may cancel this Contract by notifying **Us**. A Continental Warranty Inc. cancellation form must be submitted to **Us**. The form must be notarized indicating the current odometer reading at the date of request will be required.
2. If **Your Vehicle** Contract has been Financed, the (lien holder) may cancel this **Contract** for non-payment, if **Your Vehicle** has been repossessed or has been declared a total loss.
3. If this contract is cancelled within the first (30) calendar days of purchase and no claims have been filed, the entire **Contract** charge paid to **Us** will be refunded. After (30) calendar days or if claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage driven based on the term of the **Contract** and the date or miles when Coverage began.
4. A \$50.00 service charge as well as the total amount of all authorized claims will be deducted from all refunds after (30 calendar days) **cancellation Item # 3.**
5. In the event of cancellation, the lien holder, if any will be named on the cancellation refund check.

ARBITRATION: Any controversy or claim arising out of or relating to this contract, or breach thereof, will be settled by binding arbitration in accordance with commercial arbitration rules of the American Arbitration Association. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of arbitration.

CONTRACT INSURED BY: You are reminded that this contract is not an insurance policy. However, we have an insurance policy in effect with Fidelity RM Co. P.O. Box 152, Chesapeake, MD 21915, 1-888-498-6536. You are entitled to make a direct claim against Fidelity RM Co. upon our failure to perform repairs or to pay authorization claim repairs within sixty (60) days after proof of loss has been filed with us.

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I CERTIFY THAT I HAVE READ PAGES 1-4 OF THIS VEHICLE SERVICE CONTRACT APPLICATION, AND I FULLY UNDERSTAND ALL TERMS AND CONDITIONS. I UNDERSTAND THE PURCHASE OF THIS COVERAGE IS NOT REQUIRED TO OBTAIN FINANCING FOR THIS VEHICLE. CONTINENTAL WARRANTY INC. RESERVES THE RIGHT TO REJECT AND OR CANCEL ANY CONTRACT DUE TO NEGLIGENCE, FRAUD, NON-PAYMENT, OR MISLEADING INFORMATION. CONTINENTAL WARRANTY INC. RESERVES THE RIGHT TO ACCEPT OR REFUSE ANY CONTRACT APPLICATION. THIS IS NOT AN INSURANCE POLICY.

TERMS: _____ **CONTRACT AMOUNT \$** _____

PURCHASER'S SIGNATURE: _____ **DATE:** _____

DEALER'S SIGNATURE: _____ **DATE:** _____