



Buyer's Choice, Inc. Product Warranty Programs

MA-2

			INS. 100	A.C.I.N. 20	C.I.N. 2001
Name			Telephone		Agreement No. 128-
Street Address			Apt. #		Male <input type="checkbox"/> Female <input type="checkbox"/>
City	State	Zip	Date of Birth		Social Security Number
Year	Make	Model	VIN Number		
Odometer Reading	Vehicle Purchase Price	Date of Purchase			
Vendor Name			Vendor I.D.	Telephone	
Address		City	State	Zip	
Lienholder Name				Telephone	
Address		City	State	Zip	

STANDARD

Terms:

3 months/3,000 miles

Surcharge:

A/C System

Turbo/Supercharger

Enhanced Seals and Gaskets

4x4/All Wheel Vehicles

Class 5 Vehicles

Diesel

1 Ton Trucks

Enhanced Labor Rate

MID AMERICA 2013

Terms:

18 months / 18,000 miles

24 months / 24,000 miles

36 months / 36,000 miles

48 months/48,000 miles

Surcharge:

A/C System (Included)

Turbo/Supercharger (Included)

Enhanced Seals and Gaskets

4x4/All Wheel Vehicles

Class 5 Vehicles

Diesel

1 Ton Trucks

Enhanced Labor Rate

Vehicle Class # _____

Plan Code # _____

Deductible \$ _____

Plan Amount \$ _____

Surcharge \$ _____

Total \$ _____

I have read, understand and accept the terms of this product warranty.

Date _____ Owner Signature _____ Vendor Representative _____

COVERAGE SECTION

TERMS AND CONDITIONS

TERMS OF WARRANTY: This Agreement represents the parties' entire agreement, and any other promises of understandings on the subject matter covered by this Agreement are null and void. Each and all of its provisions shall be binding upon and shall inure to the benefit to the parties hereto, and their respective successors and assigns, except that the Warranty Holder may transfer rights to a successive purchaser of the vehicle, in accordance with the provisions of Transfer of Warranty. In the event any provision of this Agreement is held to be unenforceable, it is the intention, desire and agreement of the parties that only such provision be unenforceable and that the remainder of this Agreement continues binding upon them. Buyer's Choice, Inc. reserves the right to alter these terms and conditions of coverage without notice until the contract is signed and acknowledged by both parties. This agreement may be modified or amended or enforcement of provisions hereof waived only by a writing signed by both parties. Any waiver shall be limited to the specific circumstances, breach or violation in question, and not a continuing waiver. All disputes or other claims arising from this Warranty Contract shall be governed by the laws of the Commonwealth of Massachusetts. The Federal or State Courts of the Commonwealth of Massachusetts shall be the exclusive forum for such proceedings, and the Warranty Contract Holder consents to exclusive jurisdiction thereof.

LIMITATIONS OF WARRANTY: This agreement provides for certain limited express warranties on internally lubricated components of the warranted vehicle described in the Warranty Application, subject to validation as defined below. These limited warranties are in addition to any minimum warranties provided or required to be given by law. No double recovery is permitted, but rather, these limited warranties are to provide the Warranty Holder protection to the extent of the coverage program in the event minimum coverage is not applicable. The limited express warranties in this agreement do not supersede any other warranty, express or implied, but are supplementary to all warranties, express or implied. No double payments will be made under the terms of this warranty. This limited warranty is invalidated when, subsequent to its issue, the vehicle is structurally modified, or converted to any commercial use of purpose. This limited warranty is invalidated when the odometer is inoperative or, if there has been any inaccuracy, tampering, or alteration to the odometer mileage of the vehicle so that the true and actual mileage is not accurately shown on the odometer.

SCOPE OF WARRANTY: Buyer's Choice, Inc. will reimburse the Warranty Holder up to the Limits of Liability for the repair or replacement of covered parts following a breakdown of the covered Vehicle. Reimbursement will be made per industry published labor guides related to repair or replacement of such parts, provided that the Agreement holder does not have insurance or manufacturer's warranty covering such repair or replacement. Replacement will be made with a part that is of a LIKE, KIND, AND QUALITY (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the vehicle. Any such parts will be covered under the terms and conditions of the agreement for the remaining term and/or mileage of this AGREEMENT as shown on the declaration page.

VALIDATION / ELIGIBILITY STANDARD PROGRAM: This Warranty program does not become effective until Buyer's Choice, Inc. has received and accepted the warranty application. Upon acceptance of this application, this contract will be validated fifteen (15) days or 1,000 miles from the date of purchase.

VALIDATION / ELIGIBILITY MID AMERICA 2013 PROGRAM: This Product Warranty contract does not become effective until Buyer's Choice, Inc. has received a faxed copy of the Warranty Application, and has accepted it pending receipt of the original Warranty Application. Upon acceptance of the original application, this Warranty will become effective on the purchase date of the vehicle.

USE OF WARRANTY PRODUCTS: The selected Buyer's Choice Products have been tested to assure the best possible protection for your vehicle. The use of these products as prescribed gives you a means by which the life expectancy of the designated internally lubricated parts treated by these products may be extended. The products must be added to your vehicle for the Warranty Holder to be eligible for the benefits of this Warranty Contract. Additionally, the Warranty Holder must follow the claim procedure, outlined herein, which requires approval for repairs based on diagnosed product failure.

The Warranty Holder's sole and exclusive remedy against Buyer's Choice, Inc. and its liability for any claim for loss, damage, or destruction resulting from failure of this warranty product shall be limited to repair or replacement of the damaged parts. The parties agree that no other remedy shall be available

to buyer or any person purchasing from or through buyer. No claim or cause of action may be asserted against Buyer's Choice, Inc. in arbitration or any other forum more than one year after Warranty Holder's claim or the related cause of action arises.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE CREATED HEREBY ARE LIMITED IN DURATION TO THE SAME DURATION AS THIS EXPRESS WRITTEN WARRANTY. BUYER'S CHOICE, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXCEPT AS PROVIDED IN THIS EXPRESS WRITTEN WARRANTY.

THE FOREGOING CONSTITUTES THE SOLE LIABILITY OF BUYER'S CHOICE, INC. AND THE WARRANTY HOLDER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SOLD, EXCEPT AS THUS PROVIDED, AND TO THE EXTENT PERMITTED BY LAW, BUYER'S CHOICE, INC. DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on the duration of any implied warranty, or the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This Warranty gives the Warranty Holder specific legal rights, and the Warranty Holder may also have other rights which vary from state to state.

INELIGIBLE VEHICLES: Any vehicle not expressly listed on the current Mid America Rate Card; Vehicles with True Mileage Unknown (TMU); Taxis, buses, and city and state owned vehicles; vehicles used for commercial purposes, racing competition, time trials or rallies; vehicles modified from manufacturer's specifications; vehicles not purchased/authorized through a licensed authorized agent; vehicles with fifth wheel or a snow plow attachment; and vehicles purchased by a minor.

RESERVATION OF RIGHTS: At any time Buyer's Choice, Inc. becomes aware of a vehicle's ineligibility for its Product Warranty program, it reserves the right to either VOID or CANCEL the warranty (as appropriate). The following refund policy will apply:

- In cases where it is determined that the vehicle was INELIGIBLE at the time of its purchase, the customer is entitled to a FULL REFUND of his cost for the warranty.
- In those cases where it is determined that the vehicle ineligibility developed after it was purchased, the customer's refund will be computed on a pro-rata refund percentage figure based on the time or mileage, whichever refund is less.

WHAT IS NOT COVERED

EXCLUSIONS: Non-lubricated failures, non-internally lubricated parts, and internally lubricated parts not expressly listed in the applicable Program Coverage are excluded; Breakage or failure due to manufacturer's defect or product deficiency is not covered. Damage to engine components caused by overheating or freezing is not covered. No coverage or other benefit whatsoever shall be provided for any failure or defect that was evident at the time of purchase of this Product Warranty, or would have been evident or readily apparent had the vehicle, or the otherwise covered part, been subjected to a reasonable inspection. There is no coverage for damage caused by accident, fire, misuse, negligence, Acts of God, failure to perform required servicing, contamination, or improper installation of any covered parts. Shop supplies, maintenance items, adjustments, diagnosis, freight, and state or local tax are excluded from coverage. **Any and all repairs made without prior authorization by Buyer's Choice, Inc. are excluded from coverage, and are not reimbursable.**

WHAT IS COVERED

STANDARD PROGRAM COVERAGE: The following internally lubricated parts are covered by the Buyers Choice, Inc. Product Warranty, subject to the exclusions set forth in this Agreement.

GASOLINE/DIESEL 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, gears and/or belt, rocker arms, valves, valve springs, seals and guides, valve push rods and lifters. Engine Block (covered by the failure of an internally lubricated part), turbocharger. Seals and Gaskets, within this component group, in conjunction with a covered repair.

TRANSMISSION: Transmission case and transfer case (covered by the failure of an internally lubricated part). All internal lubricated parts including: bands, clutch pack, gears, pumps, shafts, shift forks, shift rails, synchronizers, solenoids. Torque converter, bell housing, vacuum modulator, transmission mounts and transmission pan. Seals and Gaskets, within this component group, in conjunction with a covered repair.

DRIVE AXLE: Axle/final drive housing (covered by the failure of an internally lubricated part) all internal lubricated parts, axle shafts, differential cover, universal joints and yokes, constant velocity joints and double offset joints, drive shaft center bearings, supports, propeller shafts. Seals and Gaskets, within this component group, in conjunction with a covered repair

NOTE: Engine oil, power steering fluid, antifreeze, and transmission fluid are not covered under the Standard Program.

MID AMERICA 2013 - Power Train components as defined for the Standard Program above. Also includes A.C. as defined under options. The program includes **Fuel System:** includes, by mechanical failure only, fuel pump, (electric or mechanical), pressure regulator, metering valve, and fuel injector. **Cooling System:** includes, by mechanical failure only, the water pump, thermostat, and mixture control valve. **Fluids:** includes engine oil, power steering aid, antifreeze and transmission fluid are all covered items when required during the authorized repair process.

Power Steering: Internally lubricated parts contained within the steering gear box and pump housing, including rack and pinion, control valves, internal oil control seals, bearings, and shafts, steering box and pump housings, if damaged by the failure of internally lubricated parts.

CV Joints: CV Boots must not be torn at the time of failure. Lubricated joint failure only. Universal Joint (U-Joint) is not included.

Brake System: The following components are covered; master cylinder, wheel cylinder, disc brake calipers and combination valve if damage is caused by the failure of an internally lubricated part.

Electrical System: The following components are covered; starter motor, alternator, windshield wiper motor, cooling fan motor, and heater blower motor if damage is caused by the failure of an internally lubricated part. Component failure caused by or resulting from, power surge or short circuit of electrical components not covered herein, is excluded.

Seals And Gaskets: Head gaskets, valve cover gaskets and intake manifold gaskets are covered on vehicles that have 100,000 miles or less at the time of breakdown. Seepage of seals and gaskets is considered normal wear and tear and is not covered under this contract. Any damage due to loss of fluid is not covered.

Substitute Transportation (Mid America 2013 Program) - Buyer's Choice, Inc. will reimburse the Warranty Holder for the cost, as specified herein, of rental vehicle, provided that the Warranty Holder's vehicle is disabled due to the failure of an internally lubricated part, and the authorized repairs require eight or more hours of labor. Reimbursement shall be made up to \$40.00 per 8 hour labor charge, with a \$160 maximum per claim. Rental provision is valid only for car rentals through licensed car rental agencies.

24 Hour Roadside Assistance: Includes but is not limited to; lock-out service, battery assist, tow service and road assistance. Coverage is available up to ten times over the term of this contract. This coverage voids any other towing coverage included in this contract. Towing coverage provides up to \$50.00 per occurrence, other benefits provide up to \$25.00 per occurrence. Benefits do not include the cost of any parts, fluids or fuels. (Not available in Kansas.)

24 Hour Roadside Assistance Program is available in designated states, and is included with the MID AMERICA 2013 program. In these states, a Warranty Holder needing towing service must use the included coverage. In those states where it is not available, Warranty Holders of the MID AMERICA 2013 program have the following contractual towing provisions: Buyer's Choice, Inc. will reimburse the Warranty Holder for the actual expense (up to \$50.00) of towing the vehicle to the selected repair facility, provided the cause of the breakdown is the failure of a warranted internally lubricated part, listed herein. Towing expenses in excess of \$50.00 per covered breakdown are not a provision of the Product Warranty.

Labor - All Programs: Labor time-capsules will be determined by a current nationally published flat-rate manual. Labor cost for authorized repairs will be based on the posted labor rate of the licensed repair facility but in no event will exceed \$95.00 per hour.

Labor Rate Option: If you have selected the Labor Rate Option at the time of purchase of this contract, the labor rate for any covered repair shall be in accordance with the posted labor rate of the licensed repair facility You selected. Labor time-capsules will be determined by a current nationally published flat-rate manual.

Optional Coverage:

Air Conditioner: Compressor, expansion valve, receiver drier if damaged is caused by the failure of an internally lubricated part. Refrigerants, including evacuation and replacement thereof, are not covered. Option is available for factory installed, non-retrofitted units only.

Enhanced Seals And Gaskets: head gaskets, valve cover gaskets, and intake manifold gaskets are covered on vehicles with up to 150,000 miles at the time of repair. (only current model year and previous five model years qualify for this option)

Surcharge Coverage:

4 Wheel / All Wheel Drive: If YOUR Vehicle is equipped with 4 Wheel/All Wheel Drive, this surcharge must be selected on the Registration Page. The following benefits are provided to YOU: All components in the Differential Assembly and Transfer Case including: Drive Chain, Drive Chain Gears, Planetary Gears, Ring Shift Forks, Bearing, Bushing, Oil Pump Output Shaft, Main Shaft Washers and all other internal lubricated parts, Seals and Gaskets, Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover, 4 Wheel Drive Actuator, Locking Hubs and all other internal parts contained with the differential assembly with Seals and Gaskets.

Diesel: If YOU have a diesel Vehicle, this surcharge must be selected on the Registration Page. The following benefits are provided to YOU: By mechanical failure only, fuel pump (electric or mechanical), pressure regulator, metering valve, fuel injector and diesel injector pump.

Turbo/Supercharger: If YOU are purchasing a Standard plan and YOUR Vehicle is equipped with a turbo/supercharger, this surcharge must be selected on the Registration Page. The following benefits are provided to YOU: turbocharger/supercharger housing, turbo boost valve, turbo waste gate actuator, supercharger drive belt, bearing, bushing, and all other internal parts, seals and gaskets (factory installed only).

1 TON VEHICLES: If your vehicle is a 1 Ton vehicle, this surcharge must be selected on the contract registration page.

LIMITS OF LIABILITY

Our liability shall in no event exceed the limits stated below:

	Per Claim	Life of Contract
STANDARD:		
(3 Mth/3,000 Mi)	\$500	\$1,500
MID AMERICA 2013	ACV	ACV

Our liability under any plan shall in no event exceed the actual cash value (ACV) of your vehicle before breakdown as determined by standard industry practices. The total of all coverage and benefits paid or payable under this contract shall not exceed the price you paid for your vehicle.

CANCELLATION/TRANSFER

CANCELLATION OF WARRANTY: All requests for cancellation shall be made to the selling vendor. Upon request for cancellation, submit to the selling vendor the following: i) a written request for cancellation that includes the Warranty Holder's Signature; ii) a statement of vehicle mileage at the time of cancellation; iii) proof of warranty purchase. This product warranty may be cancelled within the first sixty (60) days. Refund request made within sixty (60) days of the date of the vehicle purchase shall be eligible for a full refund, less a cancellation fee of \$75.00. No refund will be permitted in the event that a claim has been paid under the warranty.

The selling vendor agrees to pay the portion of the commission originated from the warranty sale. Neither the Vendor's Administrator or Claims Service, can be held liable for the return of the purchase price or any part thereof as paid under the warranty.

When a lending institution or the Vendor (in-house) has financed the purchase of this warranty, cancellations will be pro-rated based on time or mileage. The following procedures will apply:

- If a lending institution has financed the purchase of this Warranty and the Warranty is cancelled by the Warranty Holder, the refund check will be made payable to the lending institution.
- If the vehicle is repossessed by the lien holder, or if the vehicle is either totalled or an unrecovered theft, the refund check will be made payable to the Lien Holder.
- All appropriate refund checks not involving a Lien Holder will be made payable to the selling vendor.

TRANSFER OF WARRANTY: This Warranty may be transferred upon sale of the vehicle to another private party. The Warranty transfer must be made at the time of the vehicle transfer. The Warranty Holder must request the transfer in writing, and it must be received by Buyer's Choice, Inc. within seven (7) days of the transfer. A fee of \$25.00 must accompany the request to transfer, along with the following information: 1. Name of New Owner. 2. Address & Telephone Number 3. Vehicle Odometer Statement 4. Copy of Title showing transfer. This Contract must be given to the new owner at the time the Warranty Transfer is completed. Transfer of Warranty does not include transfer of the 24 Hour Roadside Assistance Program.

TO FILE A CLAIM

FOR CLAIM SERVICE: A claim for repairs under the warranty can be initiated by the Warranty Holder or his/her selected repair facility by calling toll-free (800) 336-2475. For emergency repairs, should a breakdown occur after the Administrator's normal business hours or on a national holiday and the cost of repair(s) is \$350 or less, the pre-authorization requirement is amended. The Administrator must still be contacted the first working day following the breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges.

CLAIM PROCEDURE - IMPORTANT: NO REPAIRS OR MACHINE WORK ARE TO BE STARTED OR DAMAGED PARTS TO BE DISCARDED UNTIL FAILURE IS DIAGNOSED AND WORK IS AUTHORIZED BY BUYER'S CHOICE, INC. IT IS THE WARRANTY HOLDER'S RESPONSIBILITY TO HAVE THE FAILURE PROPERLY DIAGNOSED. THE CUSTOMER IS RESPONSIBLE FOR AUTHORIZING THE TEAR DOWN AND THE INSPECTION BY THE REPAIR FACILITY, BUT ONLY TO THE POINT WHERE THE DAMAGE IS VISIBLE OR DETERMINABLE. YOUR VEHICLE MAY BE REPAIRED AT ANY LICENSED REPAIR FACILITY OF YOUR CHOICE.

When a Warranty Holder negotiates a method of payment and authorizes that payment to the repair shop by Buyer's Choice, Inc., such written authorization by the Warranty Holder must be received by Buyer's Choice, Inc. prior to disbursing such payments.

The following information must be supplied in support of a claim: 1. Contract registration number. 2. Complete description and cause of failure. 3. Breakdown and description of parts, labor, and prices needed to correct the failure.

Buyer's Choice, Inc. reserves the right to inspect any vehicle prior to authorization and to request the vehicle mileage, a copy of its registration, and verification of its ownership prior to reimbursement. In all other cases with respect to reimbursement under the Product Warranty, write: Buyer's Choice, Inc., Product Warranty Division, 51 Mill Street, Hanover, MA 02339.

REIMBURSEMENT: When the damage falls within the Scope of this Product Warranty, and authorization to proceed with the repair is obtained from Buyer's Choice, Inc., you may then claim reimbursement from Buyer's Choice by submitting the paid invoice to the above address. All reimbursements will be paid within 30 days of receipt of the bills. Claims must be submitted within 180 days from Buyer's Choice Inc.'s authorization date to qualify for reimbursement. The following information must be included on your paid invoice and is generally supplied to you by the repair facility you selected. 1. Your mechanical complaint. 2. Itemized listing of replacement parts names, numbers and prices. 3. Description of labor and charges necessary to correct the mechanical failure. 4. Vehicle Mileage. 5. Date of Repair. 6. Authorization and contract number. 7. Rental car agreement (licensed agency only). 8. Completed repair order (all applicable sublet repair bills).

Buyer's Choice, Inc. • 51 Mill Street • Hanover, MA 02339
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