



# Buyer's Advantage Product Warranty Programs

				INS. <b>100</b>	A.C.I.N. <b>20</b>	C.I.N. <b>2001</b>
Name				Telephone		Agreement No.
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

### Buyer's Advantage Plan

### Buyer's Advantage Plus Plan

**Terms:**

3 months / 3,000 miles

12 months / 12,000 miles

24 months / 24,000 miles

36 months / 36, miles

60 months / 100,000 miles

**Surcharge:**

Turbo/Supercharger

4x4/All Wheel Vehicles

Diesel

1 Ton Trucks

**Terms:**

12 months / 12,000 miles

24 months / 24,000 miles

36 months / 36,000 miles

**Surcharge:**

Turbo/Supercharger

4x4/All Wheel Vehicles

Diesel

1 Ton Trucks

Vehicle Class # _____	Plan Amount \$ _____
Plan Code # _____	Surcharge \$ _____
Deductible \$ _____	Total \$ _____

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

Date _____	Owner Signature _____	Vendor Representative _____
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## 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:** Subject to the terms and conditions set forth herein, Buyer's Choice, Inc. will reimburse the Warranty Holder up to the limits of liability for the reasonable cost needed to repair or replace the specified parts listed under "What is Covered". For purposes of this Warranty, it shall be presumed that damage to the specified parts has been indirectly caused because the Warranty Products did not provide improved internal lubrication and/or protection to prevent such damage. The reasonable cost of repair will be determined by average cost for similar repairs, or as nationally published. Damaged parts may be replaced, depending upon availability, with like quality, used, rebuilt, remanufactured, or new parts. When the cost of a repair for both parts and labor exceeds the cost of replacing the damaged unit with a used, rebuilt or remanufactured unit, Buyer's Choice, Inc. reserves the right to select the method of repair. Dollar amount of authorization will be based on selected method of repair. Should the vehicle be covered by a vehicle's manufacturer's power train warranty, and such failure also be within the SCOPE OF WARRANTY of the Buyer's Choice Warranty, Buyer's Choice will pay the deductible, if any, charged by the vehicle's manufacturer at the time of the vehicle's manufacturer's repair.

**VALIDATION:** These Warranty programs do 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.

**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 within seven (7) days from the date of product delivery 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.

**ELIGIBLE VEHICLES:** All domestic and foreign vehicles listed on the current Buyer's Choice, Inc. Rate Card.

**INELIGIBLE VEHICLES:** Any vehicle not expressly listed; Vehicles with True Mileage Unknown (TMU); Trucks over 1 ton classification, 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 basis.

#### 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

##### BUYERS ADVANTAGE COVERAGE:

**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 and/ or gears, rocker arms, valves, valve springs, seats and guides, valve push rods, lifters, water pump, thermostat and fuel injector nozzles. Engine Block, cylinder head covered only if damaged by an internally lubricated part. Seals and Gaskets are covered when replaced in conjunction with a covered repair.

**TRANSMISSION/TRANSFER CASE:** 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 and vacuum modulator. Seals and Gaskets are covered when replaced in conjunction with a covered repair.

**DRIVE AXLE:** All internally lubricated parts contained within the front & rear differential housings. Seals and Gaskets are covered when replaced in conjunction with a covered repair.

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

##### BUYERS ADVANTAGE PLUS COVERAGE:

**Includes all of the components listed in STANDARD COVERAGE plus: Starter Motor, Voltage Regulator, Alternator, Electric Radiator Fan Motor, Fan Clutch, Fuel Pump and Pressure Regulator (does not include Fuel Injector Pump).**

**NOTE:** Engine oil, power steering fluid, antifreeze and transmission fluid are all covered items when required during the authorized repair process on Standard Plus Only.

**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 (10) times over the term of this Service Contract. Towing coverage provides up to fifty dollars (\$50.00) per occurrence, other benefits provide up to twenty five dollars (\$25.00) per occurrence. **Benefits do not include the cost of any parts, fluids or fuels. You must contact the Road Service Processing Center for prior approval and assistance.** You will be provided with Your Roadside Assistance number in the welcome letter You receive from the Administrator.

##### Surcharges:

**Turbo/Supercharger:** All internally lubricated parts due to mechanical failure.

**Diesel:** All truck and automobiles within the guidelines of the Buyer's Choice, Inc. Warranty Program.

**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
<b>Buyers Advantage</b>		
3 Month Plans	NA	\$1000
12, 24 and 36 Month Plans	\$1500	\$4000
60 Month Plans	\$1500	\$5000
<b>Buyers Advantage Plus</b>		
All Plans	\$1,500	\$5,000

## 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 and paying for the tear down and inspection by the repair facility, but only to the point where the damage is visible or determinable. Buyer's choice, Inc. may include in the cost of the tear down and inspection by the repair facility in the total cost for an approved claim only. 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.  
51 Mill Street, Building F  
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, Inc. 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).