



FIDELITY
WARRANTY
SERVICES
INC.

POWERTRAIN LIMITED WARRANTY

FOR NEW, UNTITLED VEHICLES 0-5,000 MILES

VEHICLE INFORMATION

CONTRACT NUMBER		FORM NUMBER	SERIAL NUMBER
YEAR	MAKE	MODEL	CURRENT ODOMETER READING

DEALER INFORMATION

DEALER MARIETTA TOYOTA, INC.			FWS DEALER #
DEALER ADDRESS 750 COBB PARKWAY	CITY MARIETTA	STATE GA	ZIP 30061
WORLD OMNI FINANCIAL CORP			PO BOX 9249 MOBILE, AL 36691
DEALER SIGNATURE			

LIMITED WARRANTY INFORMATION

	TERM / MILEAGE	COVERAGE	DEDUCTIBLE	SERVICE CONTRACT PURCHASED
EFFECTIVE DATE 10/10/2018	<input checked="" type="checkbox"/> UNLIMITED YEARS / MILES	LIMITED WARRANTY <input checked="" type="checkbox"/>	\$100 <input checked="" type="checkbox"/>	YES <input type="checkbox"/>

LIMITED WARRANTY HOLDER INFORMATION

FIRST NAME		LAST NAME		
ADDRESS	CITY		STATE	ZIP
(AREA CODE) TELEPHONE NUMBER	SIGNATURE			DATE 10/10/2018
I ACKNOWLEDGE THAT THE DEALER HAS EXPLAINED THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY AND PROVIDED ME WITH A COPY OF THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS SUBJECT TO THE "ARBITRATION" SECTION CONTAINED HEREIN.				

COPY 1 - FWS ▼ COPIES 2 & 3 - DEALER ▼ COPY 4 - LIENHOLDER ▼ COPY 5 - CUSTOMER

The following **BOLD** print appearing throughout this Limited Warranty has the following meanings: **"YOU"** and **"YOUR"** mean the customer named as Limited Warranty Holder above. **"WE"**, **"US"** and **"OUR"** refer to the Dealer (obligor) described above.

PARTIES TO THIS LIMITED WARRANTY: This Limited Warranty is between **YOU**, the Limited Warranty Holder, and **US**. This Limited Warranty applies only to the motor vehicle described above and cannot be transferred to another vehicle and/or owner.

LIMITED WARRANTY PERIOD: This Limited Warranty begins on the effective date stated above and lasts for as long as **YOU** own this vehicle.

ADMINISTRATOR: **WE** have appointed Fidelity Warranty Services, Inc. ("FWS") as the authorized Administrator for this Limited Warranty. FWS in any way neither assumes nor has any liability whatsoever for the obligations of this Limited Warranty. **YOU** can contact FWS at the following address and telephone number to receive assistance in filing a claim under this Limited Warranty: FWS, P.O. Box 8567, Deerfield Beach, FL 33443, 1-800-327-5172.

LIMITED WARRANTY COVERAGE: In the event of Mechanical Breakdown of a Covered Part, **WE** agree to make repairs or reimburse **YOU** for the cost of parts and labor to repair or replace a Covered Part listed below for each component, less applicable deductible, subject to the terms, conditions, and limitations herein. Mechanical Breakdown means: (1) The failure of a Covered Part due to faulty workmanship or materials supplied by the original vehicle manufacturer or distributor. 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, inaction, or failure of any non-covered parts. **IF THE MECHANICAL BREAKDOWN IS COVERED UNDER ANY OTHER WARRANTY, SERVICE POLICY, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS LIMITED WARRANTY AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.**

MAINTENANCE REQUIREMENTS: In order to keep **YOUR** Lifetime Limited Warranty valid, **YOU** must follow the maintenance procedures listed below:

- It is **YOUR** responsibility to ensure the oil warning light and gauge, as well as the temperature warning light and gauge, is in proper working condition and not displaying signs of warning.
- **YOUR** vehicle must be serviced and receive all scheduled maintenance as outlined by the manufacturer's Owner's Manual.
- **YOU** must retain all copies of all maintenance and repair orders. These copies must indicate: customer name, repair order number and date, vehicle identification number, description of **YOUR** vehicle including make, model and odometer reading at time of servicing, and a complete description of services performed.
- **YOU** may be required to provide proof of all maintenance services completed, in compliance with the manufacturer's Owner's Manual. Failure to provide proof of services performed will void this Limited Warranty.

POWERTRAIN COVERAGE

ENGINE: Engine block and cylinder heads and all internally lubricated parts including pistons, piston rings, pins and cylinder sleeves; crankshaft, pulley, main bearings, caps and bolts; connecting rods, rod bearings, caps and bolts; camshaft(s), camshaft bearings, buttons and plugs; timing gears and timing chain or belt; rocker arms, rocker arm pivots, shafts and bushings; intake and exhaust valves, springs, guides, adjusters, retainers and seats; pushrods and lifters; intake manifold; exhaust manifolds; balance shaft; water pump; fuel pump; thermostat; oil pump, cover, gears, pressure relief valve and screen; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve and wastegate; oil pan; valve, timing and side covers; thermostat housing; water pump pulley; engine mounts; harmonic balancer; flex plate/flywheel and ring gear; seals and gaskets.

TRANSMISSION/TRANSAXLE/TRANSFER CASE: Transmission/Transaxle case and all internally lubricated parts including ring and pinion gears; oil pump, cover, gears, housing and vanes; torque converter; valve body(s); throttle valve; valve pack; governor, gear and cover; parking gear and pawl; roll pins; sprags; sprockets; chain; springs; stator and shaft; pressure regulator valve; pressure switches; solenoids; bands; automatic transmission/transaxle clutch, drums, pistons and steel plates; planetary and sun gears; servos and rings; blockers; synchronizer hubs and keys; bearings; bushings; supports and shafts; control rings; yoke; extension housing; speedometer drive gears; accumulators and rings; adjusters; all internal fasteners, nuts and bolts; shift cover and forks; separate bell housing; oil pan; detent cable; kickdown link; TVI/throttle cable; vacuum modulator; transmission mounts; transfer case and all internal parts contained within the transfer case; seals and gaskets. **(STANDARD TRANSMISSION CLUTCH ASSEMBLIES AND ALL COMPONENT PARTS ARE NOT COVERED.)**

DRIVE AXLE: Differential/axle housing(s) and all internally lubricated parts including the axle flange; ring and pinion gear/carrier assembly; spider gears and bearings; pins; retainers; positraction clutches, plates and springs; cover; constant velocity joints; slip joint; front wheel drive axles/halfshafts and wheel bearings; u-joints; couplings; flex disc; prop shafts; center support bearings; seals and gaskets.

FLUID COVERAGE: **WE** will pay for replacement of necessary fluids, oils, greases, and lubricants that must be replaced in conjunction with a covered repair. **This coverage does not apply to shop supplies.**

DEDUCTIBLE AND UNCOVERED COSTS: For each repair visit, **YOU** will be responsible for the first \$100 of the cost of covered repairs per assembly, and for any other costs not covered by this Limited Warranty. When a breakdown to a Covered Part occurs which is covered by a manufacturer's extended warranty, **WE** will reimburse **YOU** for the difference between **OUR** deductible and the manufacturer's deductible. If the same Covered Part previously repaired under this Limited Warranty fails again, the deductible will be waived.

TRANSFERABILITY: This Limited Warranty is **NON-TRANSFERABLE** and expires the day the vehicle is traded, sold, declared a total loss and/or upon any changes of ownership.

HOW TO MAKE A CLAIM: When repairs are required, if possible, return **YOUR** vehicle to **YOUR** Dealer. If **YOU** cannot return **YOUR** vehicle to **YOUR** Dealer, **YOU** must telephone FWS at 1-800-327-5172 during normal working hours to receive instructions. If **YOU** do not follow **OUR** instructions, **WE** are not obligated to reimburse **YOU** for the cost of any repairs. Authorization must be obtained from FWS prior to having **YOUR** vehicle repaired. **WE** reserve the right to inspect any vehicle before authorization of any repairs. In order to make a claim under this Limited Warranty **YOU** must:

1. Have **YOUR** vehicle serviced according to the maintenance schedule provided in the Manufacturer's Owner's Manual. **YOU** must keep original copies of all repair orders, invoices and receipts from the performed services and maintenance and present the originals at the time a claim is made;
2. **USE ALL MEANS TO PROTECT YOUR CAR FROM FURTHER DAMAGE IN THE EVENT OF A MECHANICAL BREAKDOWN. WITHOUT LIMITING THIS GENERAL RULE, SPECIFICALLY YOU MUST STOP THE VEHICLE IMMEDIATELY AND HAVE IT REPAIRED BEFORE DRIVING IT FURTHER;**
3. Provide "teardown authorization" when requested by FWS, so that the repair facility can provide an accurate diagnosis and estimate of repairs.
4. In the event of an emergency situation that occurs and FWS cannot be reached, the Limited Warranty Holder can proceed with repairs, but payment will be in accordance with the other provisions of this Limited Warranty;
5. Submit a claim for reimbursement to FWS along with all required documents within 30 days of authorization;
6. Retain all replaced parts until **YOUR** claim is settled, as **YOU** may be required to submit these parts for inspection;

Failure to comply with the responsibilities outlined above will result in the denial of **YOUR** claim and void this limited warranty. If **YOU** have any questions which cannot be answered by **YOUR** Dealer please contact FWS.

EXCLUSIONS FROM COVERAGE: This Limited Warranty will not pay or reimburse YOU for:

1. ANY PART THAT IS NOT SPECIFICALLY LISTED AS COVERED UNDER POWERTRAIN COVERAGE;
2. NORMAL WEAR AND TEAR, INCLUDING, BUT NOT LIMITED TO: BURNT VALVES, WORN OR CARBON FOULED PISTON RINGS, THE CORRECTION OF OIL CONSUMPTION, ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE;
3. ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE PART, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER, THE FAILURE OF ANY PART NOT COVERED BY THIS LIMITED WARRANTY, OR ACCIDENTAL LOSS;
4. ANY MECHANICAL BREAKDOWN CAUSED BY ACCIDENTS, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, OR WARS;
5. THE REPAIR OR REPLACEMENT OF A COVERED PART BY ANY MANUFACTURER WARRANTY OR FOR ANY OTHER COVERAGE OR OTHER REASON THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR REPAIRER OF THE VEHICLE WILL REPAIR OR REPLACE THE PART AT ITS EXPENSE OR AT A REDUCED COST;
6. ANY INVOICE PRESENTED TO FWS FOR PAYMENT FOR SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;
7. ANY CLAIM IF YOUR VEHICLE'S ODOMETER, SINCE THE PURCHASE DATE, HAS BEEN ALTERED, DISCONNECTED, IS INOPERABLE, OR ACTUAL MILEAGE CANNOT BE DOCUMENTED, OR REASONABLY BE ESTIMATED;
8. ANY CLAIM IF YOUR VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, SNOW REMOVAL, CARRIAGE OF PASSENGERS FOR HIRE, COMMERCIAL DELIVERY/SERVICE/REPAIR, RENTAL PURPOSES, OR TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;
9. ANY MECHANICAL BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, IMPROPER TOWING, OR LACK OF MAINTENANCE OF THE FAILED COVERED PART;
10. ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, OR CHEMICALS;
11. THE NEED TO REPAIR OR REPLACE A COVERED PART ARISING OR RESULTING FROM THE USE OF YOUR VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS OR CANADA;
12. HAZARDOUS WASTE DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS;
13. ANY CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FIRE DAMAGE; SECONDARY DAMAGES; OR OTHER COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A PART;
14. LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO THE COVERED PARTS;
15. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION);
16. ANY MAINTENANCE ON YOUR VEHICLE;
17. ANY PERSONAL EXPENSES ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE;
18. RELATED DAMAGE TO OTHER PARTS, OTHER THAN THE ACTUAL FAILED COVERED PART.

PAYMENTS: YOUR repairing dealer should perform authorized repairs covered under this Limited Warranty without charge to YOU for such repairs, except for YOUR deductible. If the repairing dealer does charge YOU for authorized repairs covered under this Limited Warranty, submit copies of all invoices and receipts pertaining to the authorized repairs, a copy of the front page of this Limited Warranty, and all copies of maintenance services completed in accordance with the manufacturer's Owner's Manual to: FWS, P.O. Box 8567, Deerfield Beach, Florida 33443.

OUR OPTIONS: FWS will pay the repair facility directly or reimburse YOU for the repair or replacement of any part covered by this Limited Warranty. **Replacement parts utilized in covered repairs will be, at the discretion of FWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or FWS.**

LIMITS OF LIABILITY: For any one repair visit, all benefits paid or payable shall not exceed the actual cash value of YOUR vehicle at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during the term of this Limited Warranty shall not exceed the price YOU paid for YOUR vehicle. The payment for or reimbursement for repair or replacement of Covered Parts and the benefit stated under FLUID COVERAGE, are the only remedies available to a Limited Warranty Holder. **WE** assume no other obligation or responsibility with regard to the vehicle. **WE** neither assume, nor authorize anyone to assume for **US**, any additional liability.

ARBITRATION CLAUSE: You agree that all claims arising from or relating to this New Vehicle Limited Warranty, whether styled as an individual claim, class action claim, private attorney general claim or otherwise, and whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, shall be subject, at Your, the Dealer's, or Fidelity Warranty Services, Inc.'s ("FWS") election, to mandatory, neutral, binding arbitration on an individual basis only, under the applicable rules then in effect as modified by this Arbitration Clause. This includes, but is not limited to, claims asserted by You against the Dealer, FWS, their parents, their affiliates, and/or their parents', or their affiliates' employees, officers, successors, or assigns. Any arbitration hereunder shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. The Arbitrator shall follow applicable statutes of limitations, shall honor claims of privilege recognized at law, and, if timely requested by either party, shall provide a brief written explanation of the award's basis. Each party shall be responsible for its own attorney, expert, or other fees unless applicable law provides otherwise. No matter how styled by the party bringing the claim, **any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right to arbitrate or litigate as a class action or in a private attorney general capacity, and there shall be no joinder or consolidation of parties, except for parties to the same contract.** In the event of a conflict between this Arbitration Clause and any other applicable arbitration clause, the other clause's terms shall apply; provided however, that this Arbitration Clause's grant of the right to elect arbitration of any claim styled as a class action or other representative claim and its prohibition on classwide arbitration both shall apply regardless of any conflict. If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions or the New Vehicle Limited Warranty; provided however, that if the provision prohibiting classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void. This Arbitration Clause shall not apply to any individual claim brought by You in small claims court, unless such claim is transferred, removed or appealed to a different court. **Neither You, the Dealer, nor FWS will have the right to have a jury trial on any claim that is resolved in arbitration. Discovery and rights to appeal are generally more limited in arbitration than in a lawsuit, and other rights applicable in court may not be available in arbitration.** This Arbitration Clause will survive any termination, or payoff of this New Vehicle Limited Warranty.

STATE AMENDMENTS: If this Limited Warranty is issued in any of the following states, the following additional provisions will apply:

GEORGIA: The following **INSURANCE** provision applies to the Limited Warranty: **INSURANCE: OUR obligations under this Limited Warranty are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida, 33442. YOU are entitled to make a direct claim to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions.** The **EXCLUSIONS FROM COVERAGE** section 3.) is removed in its entirety and replaced with the following: 3.) Any loss, damage or expense caused by normal wear and tear, accidents, any alteration to the vehicle or the part since the Effective Date of this Limited Warranty, use of oversized or undersized tires or wheels, alteration to the vehicle not authorized by its manufacturer, the failure of any part not covered by this Limited Warranty, accidental loss; section 10.) is removed in its entirety and replaced with the following: 10.) Any Mechanical Breakdown caused by contamination, overheating, lack of and/or improper coolant or lubricants, lack of oil viscosity, restricted oil flow, salt, rust and rust damage, environmental damage, chemicals. The **ARBITRATION** section is deleted in its entirety.