

Contract Number:

Contract Purchase Date:



APPLICATION ENGINE FOR LIFE PROTECTION PROGRAM

MAIN OFFICE (866) 660-7003

Owner Information:

LAST NAME	FIRST NAME	PHONE	EMAIL
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE	ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Co-Owner Information:

NAME	PHONE	EMAIL
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>

Selling Dealership Information:

DEALER ID#	DEALERSHIP NAME	PHONE
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vehicle Information:

VIN#	YEAR	MAKE
<input type="text"/>	<input type="text"/>	<input type="text"/>
MODEL	PRESENT MILEAGE	CONTRACT PRICE
<input type="text"/>	<input type="text"/>	<input type="text"/>

To File A Claim:



Coverage Information:

LIFETIME ENGINE EXOTIC VEHICLE SURCHARGE

I have read, understand, and agree to the terms and conditions within the body of this contract.

OWNER SIGNATURE: _____ DATE: _____

This warranty is not required to obtain financing or to purchase, or lease this vehicle. I have read, understand, and agree to the terms and conditions within the body of this Limited Warranty. The Administrator must be contacted prior to performing any repair. The Administrator will not be responsible for any repairs that are not pre-authorized. This Limited Warranty is non-cancellable. There is no cash value for this Limited Warranty. This Limited Warranty is being provided at no additional charge. This is not a Service Contract. The Terms and Conditions contained herein are the full and complete agreement between the parties. No oral representation or statement should be relied upon by You.

This Limited Warranty will be governed by the laws of the state in which the Vehicle was purchased or leased unless state law requires otherwise.

LIMITED WARRANTY – TERMS AND CONDITIONS

DEFINITIONS:

- **Administrator/Obligor (We, Us, Our)** – Ascent Administration Services, LLC, 2812 N Norwalk, Mesa, Arizona 85215, Telephone: 866-660-7003;
 - In Florida, the **Administrator** is Minnehoma Automobile Association, Inc., P.O. Box 35008, Tulsa, OK 74153-0008 – 800-644-9680, License #60033
 - In Florida, the **Obligor** is Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153-0008, 800-644-9680
- **Breakdown** – The failure of the Lucas Oil Additive to protect a **Covered Component** from a **Breakdown**. A **Covered Component** 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 or inaction of any noncovered parts.
- **Covered Component** – The eligible parts listed in the Schedule of Coverage section. The listed parts must be factory installed equipment on **Your Vehicle** or replacement parts meeting the manufacturer's specifications. **Replacement parts may be new, remanufactured, or replacement parts of like kind and quality, as determined by the Administrator/Obligor.**
- **Dealer** – The Selling Dealership from whom **You** purchased the Vehicle and Lucas Oil Additive, as shown on the **Registration Page**.
- **Deductible** – **Your Deductible** is \$0 per claim visit if **You** return the **Vehicle** to the **Dealer** for repair. If **You** do not return to the **Vehicle's Dealer** for repair, **Your Deductible** is \$100 per claim visit.
- **Commercial Use** – A commercial vehicle registered to a business and/or for business purposes. Vehicles that are in excess of manufacturer's G.V.W. or exceed manufacturer's recommendation use are not eligible. **Taxi cabs, tow trucks, snowplows, emergency vehicles, livery and police vehicles are ineligible.**
- **Labor Rate** - **Your Repair Facility's** posted retail labor rate, not to exceed \$150.00 per hour.
- **Limited Warranty** – The **Limited Warranty** that was provided to **You** when **You** purchased the Lucas Oil Additive.
- **Pre-Existing Condition** – A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior to the **Limited Warranty** Effective Date.
- **Registration Page** – The 1st page of this **Limited Warranty** which identifies the parties and property covered by the **Limited Warranty**.
- **Repair Facility** – A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by the **Administrator/Obligor** to perform repair services under this **Limited Warranty**.
- **Schedule of Coverage** – **Your** specific level of coverage as shown on the **Registration Page** under Coverage.
- **Term** – This **Limited Warranty** will last for as long as **You** own the **Vehicle**, listed on the **Registration Page**.
- **Vehicle** – The **Vehicle** covered by the terms and conditions of this **Limited Warranty** as listed on the **Registration Page**.
- **You, Your, Owner** - the Owner as shown on the **Registration Page**.

LIMITED WARRANTY AGREEMENT

This **Limited Warranty** provides coverage in the event the Lucas Oil Additive which has been applied to the engine of **Your Vehicle** by the **Dealer**, fails to prevent damage to a **Covered Component**. If the Lucas Oil Additive fails to prevent damage to a **Covered Component**, coverage is limited to the repair or replacement of any **Covered Component** found to be defective beyond manufacturer's specifications.

MAINTENANCE: **You** are responsible for properly maintaining the **Vehicle** in accordance with manufacturer's specifications and to protect against further damage caused by continued operation or damage from overheating. It is required that **You** return to the **Dealer** every 10,000 miles to have **Your Vehicle** serviced with the Lucas Oil Additive. Failure to do so could result in having **Your** claim denied.

SCHEDULE OF COVERAGE

ENGINE COVERAGE: Includes the **Covered Components** listed in this Section:

ENGINE: Cylinder block and all internal parts; cylinder head assemblies; timing case/cover, timing chain, timing belt, tensioners, gears, sprockets, and guides; serpentine belt tensioner; vibration damper; oil pump; intake manifold; flywheel with starter ring gear; core plugs; valve covers; oil pan; factory-installed turbocharger/ supercharger including internal parts and wastegate actuator; oxygen sensor; mass airflow sensor; EGR valve; crank sensor; cam sensor; seals and gaskets for listed **Covered Components** only.

ENGINE COOLING SYSTEM: Water pump and housing; fan clutch; thermostat; radiator; heater core and recovery tank.

FLUIDS: Fluids are covered only when required in conjunction with a **Covered Component**.

SEALS & GASKETS: If **Your Vehicle** has less than 125,000 miles at the time of the claim, seals and gaskets are covered for leakage failures as they relate to any listed **Covered Component**. Leakage is defined as an actively dripping seal/gasket. Seepage is not covered and cannot be claimed under this **Limited Warranty**. Seepage is defined as a wet seal/gasket. If **Your Vehicle** has over 125,000 miles at the time of claim, seals and gaskets are covered only when required in conjunction with a **Covered Component**. Additionally, cylinder head gaskets are covered only for combustion and coolant leaks. Intake manifold gaskets are covered only for coolant leaks.

LABOR & DIAGNOSTICS: The authorized time for a covered repair will be based on the Mitchell's ProDemand labor guide. The hourly labor rate assistance will be the **Repair Facility's** rate up to \$150.00 per hour. Should **Your Repair Facility's** rate exceed this amount, **You** are responsible for the difference. If applicable, **You** must authorize needed diagnosis/disassembly to determine cause of failure and extent of damage. If it is determined the cause of failure is not covered by this **Limited Warranty**, **You** will be responsible for any and all diagnosis/disassembly charges.

EXOTIC VEHICLE SURCHARGE: The following **Vehicles** are not eligible for coverage unless the Exotic Vehicle Surcharge is selected on the **Registration Page** and the surcharge is paid:

- Alfa Romeo, Aston Martin, Audi (A8/RS/S6/S7/R8), Bentley, BMW (7, M, Z Series), Bugatti, Corvette, Daewoo, DeLorean, Dodge SRT, Ferrari, Hummer, Isuzu, Lamborghini, Lotus, Maserati, Maybach, McLaren, Mercedes Benz (all AMG, M Class, S/SL Class), Mitsubishi Lancer Evolution, Peugeot, Rivian, Rolls Royce, Saab, Saturn, Smart, Sterling, Subaru WRX, Suzuki, V8 VW, Yugo

RENTAL BENEFITS: **You** will be reimbursed thirty-five dollars (\$35.00) for each six hours of Mitchell's ProDemand labor guide time to repair or replace the Covered Component with a maximum benefit of two hundred fifty dollars (\$250.00) per claim visit if proof of rental is provided with an authorized claim. Any time not related to the actual repair and replacement of the Covered Component is not included in this benefit.

II. COMPONENTS AND EXPENSES NOT COVERED:

- Component failures occurring before the Limited Warranty Effective Date.**
- Any repair done without prior authorization from Us.**
- We do not provide any coverage for vehicles modified or altered AT ANY TIME beyond original manufacturer's specifications with or without Your knowledge, including but not limited to the following modifications: wheels/tires (not to manufacturer's specifications); lift kits; lowering kits; emission/exhaust; and engine.**
- We do not provide any coverage for Vehicles used for Commercial Use.**
- Diagnostic and tear-down charges for non-covered repairs.**
- Damage from failure to protect Your Vehicle after warning indicators illuminate.**
- Repairs performed due to improper diagnosis.**
- Fluids, refrigerant, and filters, except if previously stated in the SCHEDULE OF COVERAGE.**
- Damage resulting from any previous improper repair.**
- Parts and labor needed to maintain Your Vehicle in accordance with the requirements of Your manufacturer's owner's manual.**
- Parts of the Vehicle subject to regular maintenance in accordance with the requirements of Your manufacturer's owner's manual;**
- We do not provide coverage if You do not return to the Dealer every 10,000 miles to have Your Vehicle serviced with the Lucas Oil Additive.**
- Damage from flood, fire, impact, and/or accident, regardless of the cause.**
- Damage from conditions of the environment, including rust and corrosion.**
- Damage from You altering, misusing, or tampering with the Vehicle, making improper adjustments, or using improper fuels or fluids.**
- Damage resulting from failure to maintain Your Vehicle according to Your manufacturer's maintenance requirements.**
- Damage/failure caused by carbon, sludge, or water ingestion.**
- Fluid leaks and damage caused by fluid leaks.**
- NON-covered Repair Facility charges.**
- Pre-Existing Condition.**

III. 24-HOUR ROADSIDE ASSISTANCE & TOWING:

Administrator/Obligor has contracted with Quest Towing Services, LLC ("Quest Towing Services" or "QTS") who covers **You** for up to three (3) emergency road or towing service events per year. If additional emergency road or towing services are requested, Quest Towing Services will dispatch service; however, **You will be fully responsible for all charges incurred, and You will be required to pay the service provider directly at the time of service.** **You** must be present at time of service. Service provided in the United States and Canada. To make a Roadside Assistance Claim, please call 877-626-0880. All towing and roadside services are provided by Quest Towing Services, LLC, 106 West Tolles Drive, St. Johns, MI 48879. In Nevada, Quest's business address is 3773 Howard Hughes Pkwy, Ste 500s, Las Vegas, NV 89169. For Alabama, Maryland and Utah customers, services are provided by Quest Towing, Inc. In Wyoming, Quest's business address is 1621 Central Ave., Cheyenne, WY 82001. In Maryland, Quest's business address is 1519 York Rd., Lutherville, MD 21093. In Oklahoma, Quest's business address is 324 N. Robinson Ave, Suite 100, Oklahoma City, OK 73102. For California customers, services are administered by Quest Motor Club of California, 755 West A Street, Suite 150, San Diego, CA 92101. Services can vary to comply with individual state laws and some restrictions may apply.

- Emergency Fluid Delivery:** QTS will come to the **Vehicle's** location to deliver normal types of emergency fluids needed to get the **Vehicle** to the nearest service facility, i.e., fuel, oil, water, etc. The cost of fuel, oil, etc., will be **Your** responsibility.
- Flat Tire Assistance:** QTS will come to the **Vehicle's** location and replace flat tire with **Your** inflated spare. Repair or replacement cost of tire is **Your** responsibility. The benefit's limit is up to \$50.00 per occurrence.
- Dead Battery Jump-Starts:** QTS will come to the **Vehicle's** location to jump-start a dead battery. This service will not be provided to hybrid vehicles. The benefit's limit is up to \$50.00 per occurrence.
- Lockout Service:** QTS will come to the **Vehicle's** location to unlock the doors of the **Vehicle** or provide assistance if the key is lost or broken. Any key(s) replacement cost will be **Your** responsibility. The benefit's limit is up to \$50.00 per occurrence.
- Towing:** QTS will administer the Terms & Conditions of this **Service Contract** to be provided and updated by both parties and provide services up to the benefits limits. Towing under Roadside Assistance does not include Primary or Secondary tow services for **Vehicles** involved in collisions. For towing to the nearest qualified **Repair Facility**, the benefit's limit is up to \$100.00 per occurrence.

Information Hotline: All non-emergency calls received by QTS will be answered and referred to **Administrator**.

Roadside Exclusions: The following items are not included as part of the Roadside Assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around the Vehicle, tire repair, extrication or winching, motorcycles, trucks over one-and-a-half-ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service provider or garage; vehicle storage charges; a second tow for the same disablement. Service on a Vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the Vehicle if towed or serviced. Towing or service on roads not regulatory maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a Vehicle in need of routine maintenance or repair. Services received independently from QTS, without prior authorization from QTS. Only one (1) disablement for the same service type during any seven (7) day period will be accepted.

IV. PROVISIONS OF THE LIMITED WARRANTY:

1. **Vehicle Eligibility:** Vehicles eligible for all coverages are Vehicles up to eight (8) years old and up to 85,000 miles, excluding Exotic Vehicles, unless the Exotic Vehicle Surcharge is selected on the **Registration Page** and paid for.
2. **LIMITS OF BENEFITS & LIABILITY:** Per **Covered Component** - Our liability for any one (1) **Covered Component** shall in no event exceed: seven thousand dollars (\$7,000.00) for Engine (including Hybrid Components) claims. Total cumulative benefits under this **Limited Warranty** will not exceed the actual cash value of the **Vehicle**. The limit of liability at time of claim is actual cash value immediately prior to the **Breakdown** as determined by using the most current J.D. Power "Average Trade-In" value available for **Your Covered Vehicle** based on that zip code.
IF THE **BREAKDOWN** IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, OR RECALL, WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS LIMITED WARRANTY AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.
3. **DIAGNOSIS:** We will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a covered repair, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND, OR NOT A COVERED REPAIR.**
4. **RESERVATION TO REJECT:** We do not provide coverage for any vehicle not originally manufactured to U.S. specifications, commonly known as grey market vehicles, salvaged vehicles, or factory buybacks.
5. **ODOMETER:** Your odometer MUST display and function at all times, regardless of Your mileage limitations. If there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then Your **Limited Warranty** is void. An inoperative cluster, odometer, and/or odometer display also voids the **Limited Warranty**.
6. **MODIFICATION:** If, at any time, it is determined Your **Vehicle** is altered or modified from original manufacturer's specifications, We could consider this a material misrepresentation. Upon discovery by Us, this **Limited Warranty** will be void.
7. **COOPERATION:** You must provide Your Vehicle Identification Number (VIN) or **Limited Warranty** Number when contacting Us. You agree You will cooperate with the processing of any claim. Your failure to cooperate is cause to reject, terminate, or cancel the claim and the **Limited Warranty**.
8. We do not allow any third party to create any obligation or liability in connection with the **Limited Warranty**.
9. The selling **Dealer** is not Our agent.
10. **OBLIGOR PERFORMANCE & OBLIGATIONS:** Obligations of the **Obligor** under this **Limited Warranty** are insured under a contractual liability insurance policy issued by Old Republic Insurance Company. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurer, Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153- 0008, (800) 331-3780.
11. **MAINTENANCE OF RECORDS:** During Your ownership, You must retain all **Vehicle** maintenance/repair records for review by Us upon request. You are responsible for properly using, maintaining, and caring for Your **Vehicle**. Evidence of the performance of the required maintenance must be kept and presented as proof of such maintenance in connection with related repairs covered by this **Limited Warranty**. An example of what You will need to support proper maintenance would be repair invoices, receipts, and other such records. FAILURE TO PROVIDE SUCH EVIDENCE, OR FAILURE TO PROPERLY MAINTAIN THE **VEHICLE** IN ACCORDANCE WITH **YOUR OWNER'S MANUAL**, MAY DISQUALIFY YOU FROM COVERAGE.
12. Coverage is superseded by any manufacturer's warranty, recall or warranty on a previous repair.
13. **JURISDICTION AND VENUE; CHOICE OF LAW:** This **Limited Warranty** and all attachments hereto shall be governed by and construed in accordance with the laws of the state of Arizona, without reference to its conflict of laws provisions. With respect to any litigation based on, arising out of, or in connection with this **Limited Warranty** and all attachments hereto, the Parties expressly submit to the personal jurisdiction of the Superior Court in and for the County of Maricopa, Arizona, or the United States District Court for the District of Arizona, and the Parties expressly waive, to the fullest extent permitted by law, any objection that they may now or later have to

the laying of venue of any such litigation brought in any such court referred to above, including without limitation, any claim that any such litigation has been brought in an inconvenient forum.

14. **ARBITRATION:** In the event of a disagreement between **You** and **Us** concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day **You** filed your claim. Each party will select an arbitrator. The two arbitrators will select an umpire. Each party will pay the expenses of the arbitrator it selects. The expenses of the umpire will be shared equally. Unless both of **Us** agree otherwise, arbitration will take place in the State of Arizona. The Arizona rules of Arbitration, as adopted by the Arizona superior courts, apply. A majority decision between the two arbitrators and the umpire will be binding.
15. **PRIVACY NOTICE:** It is **Our** policy to respect the privacy of **Our** customers. For information on **Our** privacy practices, please review **Our** privacy policy at [www.ascentadmin.com].

V. CLAIM PROCEDURES:

FAILURE, BY YOU OR YOUR REPAIR FACILITY, TO FOLLOW THESE CLAIM PROCEDURES MAY DELAY AND/OR RESULT IN CLAIM DENIAL. TO AVOID DELAY, FOLLOW THE CLAIM PROCEDURES LISTED BELOW:

- A. A claim must be opened during normal business hours and while Your Limited Warranty is active.
- B. **RETURN TO SELLING DEALER FOR REPAIRS:** If Your Vehicle is within fifty (50) miles of the selling Dealer, You must deliver Your Vehicle to the selling Dealer at the address shown on the Registration Page of this Limited Warranty. If Your Vehicle is more than fifty (50) miles from the selling Dealer, call Us at 866-660-7003 for instructions before You deliver Your Vehicle to a Repair Facility. To assure coverage under the terms of this Limited Warranty, authorization must be obtained prior to teardown or repair.
- C. Your Vehicle must be at a Repair Facility, of Your choosing, within the United States, CAPABLE TO: (1) perform tear-down to the point of Covered Component failure, (2) determine the cause and extent of damage, and (3) rebuild the Covered Component. The Vehicle MUST REMAIN at the same Repair Facility until repairs are complete. If Your Repair Facility is unwilling or unable to work with Us, then We reserve the right to require You to choose another Repair Facility.
- D. Your Repair Facility must call Us at 866-660-7003 to open a claim BEFORE any repairs have begun.
- E. Your Repair Facility must perform a proper diagnosis to determine the cause of failure and extent of damage, which may include tear-down to the point of component failure upon Our request. YOU ARE RESPONSIBLE FOR THESE CHARGES for non-covered repairs. Your Repair Facility MUST provide Us with an estimate for the covered repair to obtain an authorization number BEFORE any repairs have begun. ANY REPAIRS PERFORMED PRIOR TO AUTHORIZATION WILL BE DENIED.
- F. We have the right to inspect the Vehicle. If Your Repair Facility is unable/unwilling to show the cause of failure and the extent of damage, You will be responsible for all re-inspection costs.
- G. We have the option to select new, rebuilt, aftermarket, or used components when authorizing repairs.
- H. We will arrange for payment or reimbursement of the amount of the authorized repair, less related charges not covered by the Limited Warranty, less Your Deductible.
- I. If it is determined a Covered Component has failed and an estimate for the repairs is approved by Us, an Authorization number will be issued for the repair. The Authorization number is valid for 180 days from the date issued. After 180 days the Authorization number and claim are void. No invoice will be processed without a valid Authorization number, Your signature, Repair Facility's warranty on repairs (if applicable) and Repair Facility's identifying information.
- J. **Emergency Repairs (non-business hours only)** – Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Limited Warranty are required outside of the Dealer's or Administrator/Obligor's business hours, You should deliver Your Vehicle to a Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator/Obligor for reimbursement, You will be required to provide the repair order/invoice for review.

VI. CANCELLATION/TRANSFER PROVISION:

This Limited Warranty is not cancellable or transferrable.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY EXCEPT WHERE THE DURATION OF IMPLIED WARRANTIES ON USED VEHICLES IS LIMITED BY STATE LAW, IN WHICH CASE THE STATE LAW DURATION LIMIT SHALL APPLY. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE DEPENDING UPON APPLICABLE STATE LAW. INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL USE LOSS ARE NOT COVERED UNDER THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.