

### LIFETIME POWERTRAIN LIMITED WARRANTY

Deal #: 048364P

OBLIGOR / CONTRACTOR / SERVICE PROVIDER
United Car Care, Inc. P.O. Box 3988 Greenwood Village, CO 80155-3988

CONTRACT NO. UCC90074555

CONTRACT	HOLDER	INFORMATION			CONTRACT C	O-HOLDER IN	IFORMATION		
NAME NIELLO	(FIRST)	(LAST) AUDI			NAME	(FIRST)	(LAST)		
ADDRESS 2350 AUBURN	N BLVD	CITY SACRAMENTO	STATE CA	ZIP CODE 95821	ADDRESS		CITY	STATE	ZIP CODE
PHONE NUMBER (916) 283-730		AIL			PHONE NUMBER	EMAIL			

VEHICLE INFORMATION VIN # WA1BBAFYXR2048364	YEAR 2024	MAKE AUDI	MODEL Q5 PREMIUM PLUS 40	CURRENT ODOMETER 55
VEHICLE COVERAGE INFORMA	TION			

FFECTIVE DATE	IN-SERVICE DATE	VEHICLE PURCHASE PRICE	Class 3	
05/13/2024	5/13/2024	\$0.00		
OVERAGE TERM  LIFETIME OF VEHIC	CLE AS LONG AS YOU OWN THE	VEHICLE		
OVERAGE	DEDUC	CTIBLE		
UVERAGE				
UVERAGE				

This AGREEMENT, subject to the terms, conditions and liabilities as set forth in this document, are between YOU and the ADMINISTRATOR OBLIGOR, United Car Care Inc., 5700 S Quebec St Ste 110, Greenwood Village, CO 80111.

# **Lifetime Limited Powertrain Warranty**

This Limited WARRANTY begins on the vehicle purchase date and from the mileage on the odometer at the time of sale. This Limited WARRANTY shall end when YOU no longer own the vehicle.

In case of a MECHANICAL BREAKDOWN YOU must protect YOUR VEHICLE from further damage. YOUR failure to protect the covered VEHICLE from further damage resulting from the continued operation is not covered by this WARRANTY. Contact OUR claims department, at 303-957-0321. PRIOR AUTHORIZATION MUST BE OBTAINED FROM UNITED CAR CARE, INC. BEFORE BEGINNING ANY REPAIRS COVERED BY THIS WARRANTY.

**DEDUCTIBLE**: The deductible you must pay per repair visit as shown above.

#### WHAT IS COVERED

During the effective term of this WARRANTY, WE will remedy any COVERED MECHANICAL BREAKDOWN authorized less YOUR DEDUCTIBLE. This Limited WARRANTY is made available only to YOU on the VEHICLE indicated above, and is not transferable to a subsequent owner.

- ENGINE: Cylinder block and cylinder head(s), all internal lubricated parts including pistons, piston rings, wrist pins, connecting rods, rod and main bearings, crankshaft, camshaft(s) and bearings, followers, lifters, pushrods, rocker arms, rocker shafts and bushings, balance shafts, valves, valve seats, valve guides, valve springs and retainers, oil pump, oil pump pick up, oil pump drive, water pump, seals and gaskets. The engine block, rotor housing, cylinder barrels, cylinder heads, oil pan, engine oil dipstick, engine oil dipstick tube, timing cover / timing case, and valve cover are covered ONLY IF damaged by the failure of a covered internally oil lubricated engine part.
- TRANSMISSION/TRANSFER CASE: <u>Automatic Transmission Equipped</u>: Transmission Case and all internal lubricated parts including oil pump, valve body, torque converter, governor, clutches, bushings, shafts, gear sets, bearings, vacuum modulator, dip stick and tube, seals and gaskets. <u>Manual Transmission Equipped</u>: Transmission case and all internal lubricated parts including shafts, bushings, bearings, gear sets, synchronizers, shift forks, seals and gaskets. <u>Transfer Case Equipped</u>: The Transfer Case housing, all internal lubricated parts, seals and gaskets.
- DRIVE AXLE: Front Wheel Drive Equipped: Drive axle housing and all internal lubricated components including carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, constant velocity joints, double offset joints (except if boot was damaged or missing), seals and gaskets. Rear Wheel Drive Equipped: Drive axle case and all internal lubricated parts including carrier, ring and pinion gears, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, drive shaft(s), drive shaft support, u-joints, seals and gaskets. Four Wheel Drive/All Wheel Drive Equipped: All components listed under Front Wheel Drive Equipped and Rear Wheel Drive Equipped are covered.

\*Fluids are covered ONLY when required with the replacement of a covered part(s). Diagnostic charges will be covered only for covered repair.

THE PEACE OF MIND YOU WANT, WITH THE PROTECTION YOU NEED.

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#### YOUR RESPONSIBILITIES IN CASE OF A MECHANICAL BREAKDOWN

If YOU experience a breakdown YOU agree to:

- Use all reasonable means to protect YOUR VEHICLE from further damage.
- Safely pull YOUR VEHICLE off the road and shut down the engine immediately when the oil warning light/gauge or the temperature warning light/gauge indicates a problem.
- Return YOUR VEHICLE to the SELLING DEALERSHIP for covered MECHANICAL BREAKDOWN repairs, if you are within 50 miles. If you are more than 50 miles from the SELLING DEALERSHIP then you may take YOUR VEHICLE to any ASE Licensed repair facility in the US and Canada.
- Authorize YOUR SELLING DEALERSHIP or ASE Licensed repair facility to perform necessary diagnostic work and provide them with YOUR "teardown authorization" so they can provide an accurate diagnosis and estimate of repairs to the ADMINISTRATOR.
- Furnish the ADMINISTRATOR with such information as may reasonably be required.
- Allow the ADMINISTRATOR to examine YOUR VEHICLE if asked to do so.
- Accept that all repairs must be authorized by the ADMINISTRATOR prior to beginning any repairs covered by this WARRANTY.

ROADSIDE ASSISTANCE: Roadside Assistance will be provided to YOU on the covered VEHICLE for 10 years from the VEHICLE PURCHASE DATE up to a maximum of \$80 per occurrence: Towing - If an emergency tow is required as a result of a COVERED BREAKDOWN. Battery Service - A "jump start" will be applied in an attempt to start the covered VEHICLE. Flat Tire Change - Service will be provided to remove the flat tire and replace it with YOUR properly inflated spare tire. Lockout - If YOUR keys are accidentally locked inside the covered VEHICLE, we will provide assistance to gain entry to the VEHICLE with YOUR proper identification. Fuel, Oil, Fluid and Water Delivery If YOUR VEHICLE requires an emergency supply of fuel, oil, fluid or water we will arrange a delivery to YOU. YOU will be required to pay for the actual costs of the Fuel, Oil, Fluid or Water when it is delivered, if so requested. No service may be duplicated within 72 hours of the initial request.

### For Emergency Roadside Services call 1-800-380-2165.

MAINTENANCE REQUIREMENTS AND RECEIPTS: As with any vehicle, proper care and maintenance is necessary to ensure the operating components function as intended, especially those related to the powertrain. YOU will need to perform regular and proper maintenance to the powertrain components of YOUR VEHICLE covered by this WARRANTY in order to receive benefits. Please refer to maintenance schedule outlined in the Owner's Manual published by the VEHICLE'S Manufacturer or other similar manual providing the same servicing information for YOUR make and model VEHICLE for additional maintenance guidance. If YOU are not sure of the manufacturer's recommended maintenance intervals, it is YOUR responsibility to contact the nearest dealership of the make of YOUR VEHICLE or US for this information. If requested, proof of required service including verifiable store receipts showing date, mileage, and VIN (Vehicle Identification Number) of the VEHICLE at the time of service must be presented in order to have repairs begin on YOUR VEHICLE. Failure to provide verifiable receipts of required maintenance may result in the denial of coverage.

### WHAT IS NOT COVERED

- Repairs not receiving prior authorization from US.
- Repairs to any VEHICLE that has not been manufactured to specifications required by any agency of the United States government for the approved
  operations on the roadways within the United States.
- VEHICLES designed to use fuels other than gasoline or diesel fuels or VEHICLES designed to use multiple fuels individually or in combination are NOT covered under this WARRANTY.
- VEHICLES for which the title has been branded such as salvage, junk, rebuilt, totaled, floods, fire, or water damaged.
- Rebuilt VEHICLES.
- Any MECHANICAL BREAKDOWN which existed prior to or was caused by a condition which was present on the EFFECTIVE DATE of this WARRANTY.
- Loss resulting from a covered MECHANICAL BREAKDOWN, including property damage, personal injury, loss of VEHICLE use, loss of time, inconvenience, lodging, food, storage charges or other incidental and consequential charges.
- Losses resulting from delays or failures caused by acts of GOD, labor strikes, or other causes beyond OUR control.
- Accidental loss or damage due to: collision, upset, falling missiles or objects, fire, theft, larceny, salt, environmental damage, rust or corrosion, carbon, acts
  of GOD, contamination of fluids, leaking fluids, fuels, coolants, lubricants; overheating, lack of oil viscosity, sludge or restricted oil flow; explosion, lightning,
  earthquake, wind storm, hail, volcanic eruption, water, flood, freezing, malicious mischief, vandalism, riot, war, acts of war, terrorism or acts of terrorism.
- Any and all associated charges for the required or suggested maintenance, other than those limited services specifically identified herein, by either the
  manufacturer, or servicing dealership including but not limited to adjustments, miscellaneous shop supplies or disposal of environmentally unsafe materials.
- If YOU fail to have YOUR VEHICLE serviced according to the maintenance schedule outlined in the Owner's Manual published by the VEHICLE'S Manufacturer or other similar manual providing the same servicing information for YOUR make and model VEHICLE, or cannot document such required service to US when WE request it, this WARRANTY will be cancelled at that time.
- Including but not limited to: batteries; battery cables; manual clutch disc; strut inserts, shock absorbers; exhaust system pipes, mufflers, catalytic converter; wheels; rims; light bulbs; lenses, HID system components; belts; hoses; brake shoes/ pads, rotors; non-factory installed audio / video equipment. The following unless required in connection with Covered Repairs: adjustments, alignment, engine tune-ups, fluids, lubricants or Freon.
- Repairs, retrofit, or replacement of any components required as an order for compliance by any local, state or federal law or legislation.
- Repairs covered by a manufacturer's warranty whether or not such warranty has been transferred as may have been required by the manufacturer.
- A repair or replacement of any component where the Manufacturer has issued any notice, recall or factory bulletin in which the manufacturer may or may not bear the responsibility of such repair or replacement. If a Manufacturer provides notice in which they will pay for covered repairs <u>after</u> WE had authorized such repair, WE will retain the additional rights of recovery against YOU. WE shall be subrogated to all YOUR rights of recovery against any person or organization and YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights.
- Negligence or misuse by YOU or any driver.
- The continued operation of the **VEHICLE** resulting in damage to a **COVERED COMPONENT** after the Manufacturer has made a public announcement by a recall, service campaign or other similar notification of the potential **FAILURE** of any such identified component.
- Any component not specifically listed or coverage defined under the section "What is Covered" herein.
- The repair or replacement of any COVERED COMPONENT that was damaged as a result of the FAILURE of a non-COVERED COMPONENT.
- The repair or replacement of any non-COVERED COMPONENT damaged as a result of the FAILURE of a COVERED COMPONENT.
- Any component that has not suffered a MECHANICAL BREAKDOWN.
- Diminished operating performance due to wear and tear.

- If a MECHANICAL BREAKDOWN occurs as a result of YOUR failure to correct YOUR VEHICLE'S diminished operating performance.
- Continued operation of the VEHICLE after the FAILURE of any component causing a MECHANICAL BREAKDOWN.
- Any MECHANICAL BREAKDOWN that occurs from the use of components for which the manufacturer has not designed the VEHICLE.
- MECHANICAL BREAKDOWNS of any component(s) that have been modified or added to the VEHICLE after the purchase date.
- Any MECHANICAL BREAKDOWN that occurs as a result of using the covered VEHICLE for purposes for which it was not intended.
- Overheating of any component regardless of the cause.
- Any MECHANICAL BREAKDOWN caused directly or indirectly by rust or corrosion.
- Any MECHANICAL BREAKDOWN caused by or contributed to the MECHANICAL BREAKDOWN by contamination or the lack of lubrication of any fluid, lubricant or coolant, sludge, restricted oil flow or lack of lubricant viscosity.
- Any MECHANICAL BREAKDOWN where the true and accurate mileage driven cannot be determined due to odometer tampering or the MECHANICAL BREAKDOWN of the odometer failing to properly record accurate mileage driven. If an odometer FAILURE has occurred YOU must take immediate action to have it repaired. It is YOUR responsibility to keep service records for such repair and to document the accurate miles driven during the brief period in which the odometer is not properly recording the miles driven. If YOU do not have the necessary repairs performed or YOU cannot support the true and accurate miles driven WE may void this WARRANTY. If the odometer has been tampered with so as to misrepresent the true and accurate mileage on the VEHICLE or miles driven, WE will cancel this WARRANTY on the date of discovery.
- Pulling a trailer with a gross weight in excess of 1500 pounds unless the VEHICLE is designed by the manufacturer and equipped as required by the manufacturer to do so.
- VEHICLES equipped with snow plows used to plow snow.
- MECHANICAL BREAKDOWNS on VEHICLES used for commercial purposes which include, but are not limited to: Business, Deliveries, Livery Service, Shuttle, Towing, Construction Trades, Commercial Hauling, Taxi, Police or other Emergency Vehicles.

#### **DEFINITIONS**

- WE, US, OUR, ADMINISTRATOR, ADMINISTRATOR OBLIGOR means United Car Care Inc., 5700 S Quebec St Ste 110, Greenwood Village, CO 80111. 303-306-0502.
- YOU, YOUR is the individual person or entity named in the information section of this WARRANTY.
- SELLING DEALERSHIP, DEALERSHIP means the DEALERSHIP named in the information section of this WARRANTY where you purchased the
  described VEHICLE.
- VEHICLE means the covered VEHICLE identified in the information section of this WARRANTY.
- DEDUCTIBLE means the amount YOU must pay, per visit, against the COVERED BREAKDOWN REPAIR COSTS.
- WARRANTY EFFECTIVE DATE means the date YOU purchased the described VEHICLE.
- EFFECTIVE DATE means the date coverage takes effect under this WARRANTY, which shall be the same date as the VEHICLE purchase date.
- WARRANTY, AGREEMENT means this document which conveys certain benefits to YOU named herein.
- COVERED COMPONENT means a part or assembly that is eligible for coverage, subject to the terms and conditions of this WARRANTY.
- COVERED BREAKDOWN means a MECHANICAL BREAKDOWN which is eligible for coverage, subject to the terms and conditions of this WARRANTY.
- MECHANICAL BREAKDOWN, MECHANICAL FAILURE, FAILURE means the inability, because of a defect or faulty workmanship, of any COVERED COMPONENT(S), which have received the Manufacturer's recommended services, to perform the function or functions for which it was designed. This does not include diminished operating performance due to wear and tear, which is not covered.
- REPAIR COST means the customary parts and labor charges required to complete the COVERED BREAKDOWN repair, which in no case shall exceed the manufacturer's suggested retail price for parts and time / labor allowances as defined in the manufacturer's labor time guide or other nationally recognized parts and labor time guides. At our discretion, replacement parts used in the repair of COVERED BREAKDOWNS may include remanufactured, non-original manufacturer parts, new or used parts that meet OUR quality standards.

#### **OTHER PROVISIONS**

#### LIMIT OF LIABILITY - COVERED MECHANICAL BREAKDOWNS

The aggregate total of all benefits payable under this **AGREEMENT** are limited to the actual cash value (ACV) of the **VEHICLE** at the time of loss. The NADA Used Car Guide will be used to determine the actual cash value (ACV) of **YOUR VEHICLE**.

### LIMITATIONS OF THE IMPLIED WARRANTY

All Implied Warranties which may arise under state law, including all Implied Warranties of Merchantability or Fitness for a particular purpose, are limited to the duration of the **WARRANTY** and do not cover incidental or consequential damages. Some states do not allow limitations on how long an Implied Warranty lasts or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. When a **COVERED MECHANICAL BREAKDOWN** is covered by an insurance policy, vehicle service contract, manufacturer certification program, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties, or a repairer's guarantee warranty then coverage will not apply. Further, Coverage under this **WARRANTY** is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins. The **WARRANTY** gives you specific legal rights, and you may also have other rights which vary from state to state.

### **CANCELLATION AND TRANSFER**

This **AGREEMENT** is <u>Non-Cancelable</u> and <u>Non-Transferable</u>.

## FOR NATIONWIDE CLAIMS CALL 303-957-0321