









# CERTIFIED PRE-OWNED VEHICLE LIMITED WARRANTY PROVISIONS



## I. DEFINITIONS

- a) **CPO Vehicle** means the vehicle listed on Page One.
- b) **Covered Component** means the components covered under this Limited Warranty as set forth in Sections II and III below.
- c) **Limited Warranty Periods** means timeframes set forth in Sections II and III below. The CPO Vehicle is covered by the remainder of the Genesis New Vehicle Limited Warranty and any other warranty applicable to the CPO Vehicle, which commences on the Original In-Service Date and zero (0) miles.
- d) **Mechanical Breakdown** means the failure of a Covered Component as a result of a defect in factory-supplied materials and workmanship during the Limited Warranty Periods. A Covered Component has failed when it can no longer perform the function for which it was designed solely because of its defective condition and not because of the action, inaction, or failure of any non-Covered Component(s);
- e) **Original In-Service Date** means the date the CPO Vehicle's manufacturer's warranty began as determined by the manufacturer's records. If the date that the CPO Vehicle's manufacturer's warranty began as determined by the manufacturer's records is not available, then Original In-Service Date shall mean the original record of sale/original DMV registration date as noted on the CPO Vehicle history report used in the certification process.
- f) **Prohibited Commercial Purpose** means the CPO Vehicle is used for commercial purposes other than a Permitted Commercial Purpose. Such prohibited commercial purposes include, but are not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carrying passengers for hire such as taxi, limousine or shuttle services, towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, or company pool use or the CPO Vehicle is titled in a company's name and may be used by multiple drivers.
- g) **Permitted Commercial Purpose** means the CPO Vehicle may be used for the following commercial purposes: (i) the CPO Vehicle is titled in a company's name but is not used by multiple drivers; (ii) the vehicle is used by an individual driver for sales/services (e.g., real estate, cleaning services, home health/aide care services); or (iii) the vehicle is used by an individual driver for light duty contracting (e.g., electrician, carpenter, plumber).
- h) **Warrantor, We, Us, and Our** mean Genesis Motor America, P.O. Box 20850 Fountain Valley, CA 92728-0850, 1-844-340-9741.

## II. INFORMATION ABOUT ELECTION UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 871.20-871.30 (AB1755/SB26) AND ARBITRATION FORUM SELECTION FOR PRELITIGATION ATTORNEYS' FEES

Pursuant to California Code of Civil Procedure Section 871.29, Genesis Motor America has elected to be governed by Chapter 12 of Title 10 of Part 2 of the California Code of Civil Procedure. Genesis Motor America may in the future change its election. Please see <https://www.dca.ca.gov/acp/> to find the latest information on whether Genesis Motor America has changed its election.

### REQUIREMENT FOR WRITTEN NOTICE FOR CALIFORNIA CLAIMS

#### California Code of Civil Procedure 871.24 Written Notice Requirement

Effective as of July 1, 2025, at least 30 days prior to the commencement of an action seeking civil penalties under subdivision (c) of Section 1794 of the Civil Code, the consumer shall send notice in writing to either [CAWrittenNoticeGMA@gmail.com](mailto:CAWrittenNoticeGMA@gmail.com) or by certified or registered mail, return receipt requested to P.O. Box 8030, Fountain Valley, CA 92728. At the time the notice is sent, the consumer must have possession of the motor vehicle. The notice must contain all of the following:

- (1) Notify the manufacturer of the consumer's name, the accurate Vehicle Identification Number ("VIN") of the motor vehicle, and a brief summary of the repair history and problems with the motor vehicle.
- (2) Demand that the manufacturer repurchase or replace the motor vehicle.

#### Código de Procedimiento Civil de California 871.24 Requisito de Notificación por Escrito

A partir del 1 de julio de 2025, al menos 30 días antes del inicio de una acción que busca sanciones civiles según la subdivisión (c) de la Sección 1794 del Código Civil, el consumidor debe enviar una notificación por escrito a [CAWrittenNoticeGMA@gmail.com](mailto:CAWrittenNoticeGMA@gmail.com) o por correo certificado o registrado, con acuse de recibo solicitado al P.O. Box 8030, Fountain Valley, CA 92728. Al momento de enviar el aviso, el consumidor debe tener posesión del vehículo de motor. El aviso debe contener todo lo siguiente:

- (1) Notificar al fabricante el nombre del consumidor, el Número de identificación del vehículo ("VIN") exacto del vehículo de motor y un breve resumen del historial de reparaciones y los problemas con el vehículo de motor.
- (2) Exigir que el fabricante recompre o reemplace el vehículo de motor.

### ARBITRATION FORUM SELECTION FOR PRELITIGATION ATTORNEYS' FEES UNDER CCP SECTION 871.24(f)

Disputes regarding prelitigation attorneys' fees and costs pursuant to Code of Civil Procedure Section 871.24(f) shall be resolved by neutral, binding arbitration before one of the following organizations, at your election: (1) Better Business Bureau pursuant to its California Lemon Law Civil Action Arbitration Program, (2) National Center for Dispute Settlement pursuant to its Attorney's Fees Arbitration Rules, or (3) the American Arbitration Association pursuant to its Documents-Only Streamlined Arbitration Rules for California Code of Civil Procedure 871.24 (AB1755) Attorney Fee Disputes.

## III. BINDING ARBITRATION FOR CALIFORNIA VEHICLES ONLY

### PLEASE READ THIS SECTION IN ITS ENTIRETY AS IT AFFECTS YOUR RIGHTS.

If you purchased your Genesis vehicle in the State of California, You and We, GMA, each agree that any claim or disputes between us (including between You and any of our affiliated companies) related to or arising out of Your vehicle purchase, advertising for the vehicle, use of Your vehicle, the performance of the vehicle, any service relating to the vehicle, the vehicle warranty, representations in the warranty, or the duties contemplated under the warranty, including without limitation claims related to false or misleading advertising, unfair competition, breach of contract or warranty, the failure to conform a vehicle to warranty, failure to repurchase or replace your vehicle, or claims for a refund or partial refund of your vehicle's purchase price (excluding personal injury claims), but excluding claims brought under the Magnuson-Moss Warranty Act, shall be resolved by binding arbitration at either Your or Our election, even if the claim is initially filed in a court of law. If either You or We elect to resolve our dispute via arbitration (as opposed to in a court of law), such binding arbitration shall be administered by and through the American Arbitration Association (AAA) under its Consumer Arbitration Rules.

We will pay all fees for any arbitration except for the initial filing fee of \$200 for AAA. The arbitration will be held in the city or county of Your residence.

# CERTIFIED PRE-OWNED VEHICLE LIMITED WARRANTY PROVISIONS



To learn more about arbitration, including the applicable rules and how to commence arbitration, please contact: AAA at “<http://www.adr.org>” [www.adr.org](http://www.adr.org); 800-778-7879

This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us (including our affiliated companies) relating to or arising out of Your vehicle purchase, use or performance of Your vehicle, or the vehicle warranty subject to arbitration to the maximum extent permitted by law. The arbitrator (and not a court) shall decide all issues of interpretation, scope, and application of this agreement.

In any arbitration, the arbitrator shall be bound by the terms of this agreement and shall follow the applicable law. The arbitrator shall not have the power to commit manifest errors of law, and any award rendered by the arbitrator that employs a manifest error of law may be vacated or corrected by a court of competent jurisdiction for such error. The arbitrator may only resolve disputes between You and Us and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others or issue any award or remedy in arbitration against or on behalf of anyone who is not a named party to the arbitration, as permitted by law. In other words, You and We may bring claims against the other only in Your or Our individual capacity, and not as a plaintiff or class member in any class or representative action to the maximum extent permitted by law. You and We acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and must be stayed pending arbitration of the arbitrable claims and remedies. If a court or arbitrator decides that any part of this agreement cannot be enforced as to a particular request for public injunctive relief, then that request for public injunctive relief (and only that request for public injunctive relief) must be brought in court and must be stayed pending arbitration of the arbitrable remedies. If arbitration is elected by either party, the parties collectively agree that they waive their right to a jury trial.

Notwithstanding the above, either You or We may file a lawsuit in small claims court for any claims that otherwise require binding arbitration, if the small claims court has jurisdiction. In addition, either You or We may invoke any AAA Consumer Arbitration Rules that allow You or Us to have a small claims court decide any claims that otherwise require binding arbitration. This agreement evidences a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any award in arbitration may be entered in any court having jurisdiction.

IF YOU PURCHASED YOUR VEHICLE IN CALIFORNIA, YOUR WARRANTY IS MADE SUBJECT TO THE TERMS OF THIS BINDING ARBITRATION PROVISION. BY USING THE VEHICLE, OR REQUESTING OR ACCEPTING BENEFITS UNDER THIS WARRANTY, INCLUDING HAVING ANY REPAIRS PERFORMED UNDER WARRANTY, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE CONTACT US AT [OPT-OUT@HMAUSA.COM](mailto:OPT-OUT@HMAUSA.COM) WITHIN THIRTY (30) DAYS OF YOUR PURCHASE TO OPT-OUT OF THIS ARBITRATION PROVISION.

#### IV. 6 YEAR/75,000 MILE LIMITED WARRANTY COVERAGE:

The Limited Warranty is subject to the following terms and conditions:

- a) **6 Year/75,000 Mile Limited Warranty Period:** Upon the expiration of Your Genesis New Vehicle Limited Warranty (at the earlier of 5 years from the Original In-Service Date or 60,000 miles), the coverage provided by the Genesis New Vehicle Limited Warranty which would have expired at that time will continue an additional 1 year or 15,000 miles, for a total of up to 6 years or 75,000 miles, whichever occurs first, measured from the Original In-Service Date and zero (0) miles (“6 Year/75,000 Mile Limited Warranty”). For clarity, the covered components, limitations, and exclusions to the Genesis New Vehicle Limited Warranty shall continue to apply.
- b) For each repair visit covered under the 6 Year/75,000 Mile Limited Warranty, a fifty dollar (US \$50.00) deductible shall apply.
- c) **6 Year/75,000 Mile Limited Warranty Exclusions:**  
The following are not covered under the 6 Year/75,000 Mile Limited Warranty: Normal maintenance services, such as cleaning and polishing, minor adjustments, lubrication, oil/fluid changes, filters, antifreeze coolant replenishment, wheel alignment and tire rotation, unless such services are performed as part of a covered warrantable repair. Additionally, any items set forth in Section VI (General Exclusions) are excluded from coverage.

#### IV. 10 YEAR/100,000 MILE POWERTRAIN LIMITED WARRANTY COVERAGE:

The 10 Year/100,000 Mile Powertrain Limited Warranty is subject to the following terms and conditions:

- a) **10 Year/100,000 Mile Powertrain Limited Warranty Period:** The 10 Year/100,000 Mile Powertrain Limited Warranty will cover all Covered Components listed below for a total of 10 years or 100,000 miles, whichever occurs first, from the Original In-Service Date and zero (0) miles.
- b) **10 Year/100,000 Mile Powertrain Limited Warranty Covered Components:** The following components originally manufactured or installed by Genesis Motor Company or Genesis Motor America that are found to be defective in material or workmanship under normal use and maintenance, are covered under the terms of the 10 Year/100,000 Mile Powertrain Limited Warranty:
  - i) **Engine:** Cylinder block/head and all internal parts, manifolds, timing gears, timing chain, timing cover, gaskets and seals, oil pump, water pump, flywheel, oil pan assembly, rocker cover and engine mounts, and turbocharger.
  - i) **Transmission/Transaxle and Drivetrain:** Case and all internal parts; axle shafts (front/rear); constant velocity joints; front/rear hub bearings; propeller shafts; seals and gaskets; torque converter and converter housing; transfer case for AWD models; and rear differential.
- c) For each repair visit covered under the 10 Year/100,000 Mile Powertrain Limited Warranty, a fifty dollar (US \$50.00) deductible shall apply. If the same Covered Component was previously repaired under the 10 Year/100,000 Mile Powertrain Limited Warranty and fails again, the deductible will be waived.
- d) **10 Year/100,000 Mile Powertrain Limited Warranty Exclusions:** All items not specifically listed as Covered Components above are excluded from the 10 Year/100,000 Mile Powertrain Limited Warranty. Additionally, any exclusions set forth in Section VI, General Exclusions are excluded from coverage.

#### V. TRANSPORTATION, ROADSIDE ASSISTANCE AND TRAVEL BREAKDOWN BENEFIT:

- a) **TRANSPORTATION (Rental Car):** You will be allowed up to \$50 per day for a maximum of ten (10) days for documented car rental expenses incurred due to a Mechanical Breakdown repair covered by the Limited Warranty. Rental car expenses incurred must be from a licensed rental car agency or Genesis Retailer or Authorized Service Facility. Rental car reimbursement is not provided for parts delay, shop scheduling, or for work not covered by the Limited Warranty.
- b) **ROADSIDE ASSISTANCE:** Genesis Roadside Assistance provides you with assistance with the following Roadside Events available 24 hours a day, 7 days a week, by calling Roadside Assistance at 1-844-340-9742.
  - i. **National Genesis Retailer Locator Service:** Provides the location or phone number of Genesis Retailers or Authorized Service Facilities in the United States.

# CERTIFIED PRE-OWNED VEHICLE LIMITED WARRANTY PROVISIONS



- ii. Towing: Transport for the CPO Vehicle to the nearest Genesis Retailer or Authorized Service Facility if the CPO Vehicle is inoperable (warranty and non-warranty related). GMA will be responsible for the towing of the CPO Vehicle covered under the Roadside Assistance Program only and will not be responsible for a towed trailer. Necessary additional tows to a secondary location are covered if the CPO Vehicle is at a Genesis Retailer or Authorized Service Facility and the disablement is determined to be due to a warrantable cause. Once the CPO Vehicle has been diagnosed by Genesis Retailer or Authorized Service Facility, and if the reason for the disablement is a warrantable issue, please contact Roadside Assistance at 1-844-340-9742 to request reimbursement.
  - iii. Roadside Services: Dead battery/jump start, flat tire change (except vehicles that have been provided with the Tire Mobility Kit instead of a spare tire), lock out service (keys locked in car), and gas delivery (up to three gallons, where permissible, at no charge when you run out).
  - iv. Coverage: You are eligible for up to six (6) free Roadside Events during each 12-months period of coverage. After six (6) events, the tow service provider will need to be paid for the tow or roadside service prior to such services being provided. Gas delivery services are limited to two (2) services per 12-month period of coverage.
  - v. Examples of non-warranty related tows would include accidents or any other tow incident that is not the result of a defect in materials or workmanship.
  - vi. Roadside Assistance Exclusions:
    - 1. Roadside Assistance is not available for off-road conditions, or conditions manifesting themselves off-road. To receive service, the CPO Vehicle must be accessible from a publicly maintained road.
    - 2. The Genesis Roadside Assistance Program does not include reimbursement for any costs/charges for repairs, parts, labor, property loss or any other expense incurred as a result of accident/collision, vehicle abuse, racing, vandalism or other items not covered by the Limited Warranty. Also excluded are services for snow tires, repair to studs, mounting or demounting of snow chains, and any fines, fees or taxes associated with impound towing as a result of any actual or alleged violation of any law or regulation. Additionally, any exclusions set forth in Section VI, General Exclusions are excluded from coverage.
  - vii. Roadside Assistance is NOT A WARRANTY. Roadside Assistance is a limited service, provided to You to help minimize any foreseeable vehicle operation inconveniences.
  - viii. GMA reserves the right to limit services or reimbursement to any owner or driver when, in GMA's judgment, the claims are excessive in frequency or type of occurrence.
- c) **TRAVEL BREAKDOWN BENEFIT:** Travel Breakdown Benefit will be provided for the duration of any GMA warranties applicable to Your CPO Vehicle. In the event of a Mechanical Breakdown of a Covered Component, GMA will reimburse You for hotel lodging and restaurant expenses incurred, commencing the day after the claim is reported, providing you are in excess of 150 miles from home. Such expenses shall be limited to \$100 per day and up to \$500 per occurrence.

## VI. GENERAL EXCLUSIONS:

The following are excluded from the coverage under this CPO Vehicle Limited Warranty:

Repairs covered by the Genesis New Vehicle Limited Warranty or any other warranty applicable to the CPO Vehicle pursuant to the Warranty Information or by Service Campaigns or Recall Campaigns. Damage resulting from lack of required maintenance (failures caused by the owner neglecting to perform the required maintenance services set forth in the maintenance schedule of the Vehicle Manufacturer's Owner's Manual for the CPO Vehicle) or from use of improper or insufficient fuel, fluids, or lubricants. Service adjustments and cleaning. Standard transmission clutch assemblies and all component parts. Repairs needed to any engine, transmission or final drive components caused by an aftermarket-installed turbocharger/ supercharger. Normal deterioration or wear of any part, including, but not limited to, spark plugs, worn brake pads/linings, worn clutch linings, filters, worn wiper blades, bulbs and fuses, and other wear and consumable items. Repairs necessary as a result of damage or unreasonable use (damage from road hazards, rodents or elements, accident, theft, water/flooding, fire or other casualty, misuse, abuse, negligence, racing, or failure caused by modifications, tampering, improper repair or damage caused by parts not authorized by or supplied by Genesis). Use of improper or insufficient fuel, fluids, or lubricants. Use of parts other than parts manufactured or approved by or supplied by GMA, designed for use on Genesis vehicles and distributed by GMA ("Genesis Genuine Parts"), or parts of non-equivalent quality and design. Any device and/or accessories not supplied by Genesis. Parts or accessories used in applications not designed or not approved by GMA. Tires (See separate tire manufacturer's warranty). Action of road elements (sand, gravel, dust, or road debris) which results in chipping of paint and glass. Costs of routine maintenance services or items are not covered. Repairs needed to a Covered Component caused by the failure of a non-Covered Component. Slight irregularities not recognized as affecting quality or function of the vehicle or parts, such as slight noise or vibration, or items considered characteristic of the CPO Vehicle, each as determined by GMA. Repairs to the CPO Vehicle if the odometer is altered, broken, or repaired/replaced so that the actual mileage cannot be determined. The CPO Vehicle has been totaled, salvaged, or branded after purchase. Ineligible vehicles include vehicles used for a Prohibited Commercial Purpose. Coverage for services for snow tires, repair to studs, mounting or demounting of snow chains, and any fines, fees or taxes associated with impound towing as a result of any actual or alleged violation of any law or regulation. Vehicles manufactured or distributed for sale outside of the 50 United States or Washington, D.C. Vehicles not certified by an authorized Genesis Retailer under the CPO Vehicle Program. Repairs to the CPO Vehicle performed outside of the 50 United States or Washington D.C. and repairs required as a result of normal vehicle operation outside of the 50 United States or Washington D.C. Damage resulting from acts of war and terror, riots, or acts of any governmental agency. Damage from the environment (airborne "fallout," industrial fall-out, acts of God, chemicals, acid rain, tree sap, salt, hail, windstorm, lightning, road hazards, etc.). Damage by rodents or any other damage not resulting from defects in material or workmanship. To the extent allowed by law, loss of use of the CPO Vehicle including loss of time, inconvenience, commercial loss, and incidental or consequential damages.

## VII. EMERGENCY REPAIRS

- a) In the event that a Mechanical Breakdown of a covered part occurs when Genesis Retailers or Authorized Repair Facilities are closed and emergency repairs are necessary, You may follow the claim procedures and commence emergency repairs at any available service facility.
- b) For reimbursement, You must contact the GMA Consumer Assistance Center at 1-844-340-9741 and submit written information and documentation concerning the Mechanical Breakdown and repairs no later than thirty (30) days after the Mechanical Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Limited Warranty, and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the CPO Vehicle was inoperable or unsafe to drive.

# CERTIFIED PRE-OWNED VEHICLE LIMITED WARRANTY PROVISIONS



- c) Retain all replaced parts until Your claim is settled, as You may be required to submit these parts for inspection.
- d) GMA assumes no liability for the workmanship of the repair facility.

## VIII. YOUR RESPONSIBILITIES

- a) Have the CPO Vehicle serviced according to the maintenance schedule provided in the Vehicle Manufacturer's Owner's Manual. You must keep original copies of all repair orders, invoices and receipts from the performed services and maintenance and, if requested, present the originals to GMA; and
- b) Use all means to protect the CPO Vehicle from further damage in the event of a Mechanical Breakdown. Without limiting this general rule, specifically you must stop the CPO Vehicle immediately and have it repaired before driving it further.

Failure to comply with the responsibilities in the YOUR RESPONSIBILITIES section may result in the denial of Your claim. If You have any questions which cannot be answered by selling Genesis Retailer, please contact your Genesis CPO Customer Care.

## IX. GENERAL TERMS

- a) The CPO Vehicle must be properly operated and maintained according to the maintenance schedule set forth in the Vehicle Manufacturer's Owner's Manual. In the event a question arises as to the cause of a Mechanical Breakdown, proof of maintenance may be required.
- b) GMA reserves the right to furnish the final decision in all warranty matters. Limited Warranty repairs may be performed using new Genesis Genuine Parts or Genesis-authorized remanufactured parts. The replaced or repaired parts are covered for the greater of: (i) the remainder of the Limited Warranty Period or (ii) the applicable Replacement Parts and Accessories Limited Warranty. Parts replaced under this Limited Warranty become the property of GMA. All warranty repairs of Covered Components MUST be made using Genesis Genuine Parts or remanufactured parts authorized by Genesis. In some cases, the use of Genesis authorized remanufactured products is required before and after the expiration of the Limited Warranty.
- c) GMA will pay the repair facility directly or reimburse You for the repair or replacement of any part covered by this Limited Warranty.
- d) Your repairing Genesis Retailer or authorized dealer should perform authorized repairs covered under this Warranty without charge to You for such repairs. If the repairing dealer does charge You for authorized repairs covered under this Warranty, submit copies of all invoices and receipts pertaining to the authorized repairs along with a completed copy of Page One of this warranty to GMA.
- e) Transfer: The remainder of this Limited Warranty is solely transferable upon the sale of the CPO Vehicle by you to a private party owner. The GMA Customer Connect Center at (844) 340-9741 must be notified of any change in ownership or any applicable warranty will be voided. Upon trade-in or sale of the CPO Vehicle to a Genesis Retailer or any entity in the business of selling or leasing motor vehicles, CPO certification and Limited Warranty coverage ends.
- f) Cancellation: This Limited Warranty is non-cancellable.
- g) You understand that your Genesis Retailer is required to perform the CPO certification inspection. GMA does not perform this inspection and neither Us nor our affiliates can attest to the accuracy or completeness of the inspection for your vehicle.\*

\*GMA cannot guaranty and is not responsible for the information included in a CARFAX report. GMA does not guaranty that the presence, dates, mileage and extent of the accidents, incidents, or other damage reflected on the report is correct. Vehicles that have had prior repairs for damage that did not impact the vehicle's frame may still be eligible for certification. Certified Pre-Owned vehicle status does not guaranty that the pre-owned vehicle has never been involved in any prior accidents.

## X. MISCELLANEOUS

- a) 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.
- b) This Warranty will be governed by the laws of the state in which the CPO Vehicle was purchased or leased, unless state law requires otherwise.
- c) No amendment, supplement, or waiver of any provision of this Warranty will be binding against Us unless it is in writing and signed by one of the authorized representatives at Our home office.
- d) We may delegate the performance of Our duties and obligations and assign Our rights and benefits hereunder, and if required by state law, We will provide you with notice of the identity of the delegate or assignee.
- e) Our right to recover payment: If We make any payment under this Warranty and You have a right to recover against another party, Your rights shall become Our rights and You shall do whatever is necessary to enable Us to enforce these rights. Our subrogation rights become effective after You are made whole. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.
- f) Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Warranty.
- g) If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

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 CPO VEHICLE, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

# CERTIFIED PRE-OWNED VEHICLE LIMITED WARRANTY PROVISIONS



## XI. STATE AMENDMENTS

**ARIZONA: IMPLIED WARRANTY:** Arizona law requires that the CPO Vehicle will be fit for the ordinary purposes for which the CPO Vehicle is used for fifteen days or five hundred miles after delivery, whichever is earlier. **DEDUCTIBLE:** During the term outlined in this section, you will have to pay up to \$25.00 for each of the first two repairs if the warranty is violated.

**CONNECTICUT: ADDITIONAL EXPRESS WARRANTY:** Vehicles with a purchase price of \$3,000 to \$4,999 have the following additional express warranty for the first thirty (30) days or 1,500 miles of operation, whichever occurs first. Vehicles with a purchase price of \$5,000 or greater have the following additional express warranty for the first sixty (60) days or 3,000 miles of operation, whichever occurs first. During the applicable term stated above, this Limited Warranty covers the full cost, with no deductible obligation, of parts and labor to ensure that the vehicle is mechanically operational and sound. The term of the additional express warranty shall be extended by any time period during which: 1. the vehicle is in the possession of a repair facility for repairs under this Limited Warranty; or 2. services are not available to the consumer because of a war, invasion or strike, fire, flood or other natural disaster. This additional express warranty does not apply to vehicles with a purchase price less than \$3,000, or vehicles which are seven years of age or older, calculated from the first day in January of the designated model year of such vehicle.

**HAWAII: ADDITIONAL PARTS COVERAGE:** Vehicles with less than 25,000 miles at the time of sale have the following additional parts coverage for the first ninety (90) days or 5,000 miles of operation, whichever occurs first. Vehicles with 25,000 to 49,999 miles at the time of sale have the following additional parts coverage for the first sixty (60) days or 3,000 miles of operation, whichever occurs first. Vehicles with 50,000 to 75,000 miles at the time of sale have the following additional parts coverage for the first thirty (30) days or 1,000 miles of operation, whichever occurs first. **BRAKES** - Master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, disc brake calipers; **COOLING** - Radiator; **DRIVE AXLE** - Axle shafts, propeller shafts; **STEERING**

-Steering gear housing and all internal parts, power steering pump, valve body, piston, rack; **ELECTRICAL** - Alternator, generator, starter, and ignition system (excluding battery). **DEDUCTIBLE:** During the applicable time periods listed above, the deductible will be \$0 for each occurrence. **TOWING:** During the applicable time periods listed above, all reasonable towing costs from the point of breakdown up to 15 miles to obtain required repairs will be covered. The additional parts coverage described shall not apply to vehicles with a sale price of less than \$1,500, vehicles with more than 75,000 miles at the time of sale, or vehicles that are five years of age or older, calculated from the first day in January of the designated model year of the vehicle.

**ILLINOIS: ADDITIONAL PARTS COVERAGE:** During the first thirty (30) days after delivery, the following additional parts are covered: **DRIVE AXLE** - Drive shaft and rear axle. **DEDUCTIBLE:** During the first thirty (30) days after delivery, the deductible will be \$0 for each occurrence.

**MASSACHUSETTS: CONSUMER RIGHTS FOR USED CAR BUYERS: I. USED CAR WARRANTY LAW** - The Massachusetts Used Car Warranty Law, M.G.L. c. 90, s. 7N 1/4 protects consumers who have problems with their used vehicle. **UNDER THE LAW, YOU HAVE A RIGHT TO A REFUND IF:** (a) A defect that impairs the safety or use of the vehicle arose during the warranty period, AND (b) A defect continued to exist or recurred during the warranty period after either: 1. three or more repair attempts for the same defect, or 2. being out of service after being returned for repair of any defect for a cumulative total of more than ten business days. The defect must arise during the applicable thirty (30), sixty (60), or ninety (90) day period stated below. The warranty period is extended one day for every day that your car is in the shop for repairs. The warranty is extended for thirty (30) days from the completion of any repair attempt for the defect that was the subject of the repair attempt. **IF THE DEALER DOES NOT ISSUE A REFUND AFTER THESE STANDARDS HAVE BEEN MET, YOU HAVE A RIGHT TO HAVE YOUR CASE DECIDED BY A STATE-CERTIFIED ARBITRATOR. YOU MUST REQUEST STATE CERTIFIED ARBITRATION WITHIN 6 MONTHS OF ORIGINAL DELIVERY OF THE CPO VEHICLE TO YOU. I. LEMON AID LAW** - If the CPO Vehicle fails inspection within seven days, and it would cost more than ten percent (10%) of the purchase price to repair, you are entitled to a full refund if the vehicle is returned to the dealer within 14 days. See the separate Lemon Aid Law notice. **III. IMPLIED WARRANTY LAW** - The implied warranty of merchantability is a guarantee provided by law in the sale of all consumer products, including automobiles (even if they cost less than \$ 700 or have 125,000 miles or more on the odometer). This law says that the CPO Vehicle should function properly for a reasonable period of time. If the CPO Vehicle does not, the dealer must fix it at no charge to you. It is illegal to sell a car "AS IS", "WITH ALL FAULTS", or with a "50/50 WARRANTY". **THIS SHEET PROVIDES ONLY A SUMMARY OF YOUR RIGHTS.** To request arbitration, or to get further information, contact: Office of Consumer Affairs and Business Regulation, One Ashburton Place, Boston, Massachusetts 02108. Used Car Warranty Law information: 1-888-283-3757, Department of the Attorney General: (617) 727-8400. **LIMITED USED VEHICLE WARRANTY** - The dealer warrants the CPO Vehicle identified on the first page of this document against any defect, malfunction, or combination of defects or malfunctions, that impairs its safety or use for a period of: (a) ninety (90) days or 3,750 miles, whichever comes first for vehicles with fewer than 40,000 miles on the odometer at the time of sale; (b) sixty (60) days or 2,500 miles, whichever comes first for vehicles with 40,000 to 79,999 miles on the odometer at the time of sale; or (c) thirty (30) days or 1,250 mile whichever comes first for vehicles with 80,000 to 124,999 miles on the odometer at the time of sale. The dealer will provide the full cost of parts and labor necessary to repair all covered defects. However, the Dealer will charge you \$100 per vehicle for the repair of all covered defects during this warranty period. The warranty period is extended one day for every day the CPO Vehicle is in the shop for repairs, and one mile for every mile the CPO Vehicle is driven between the dealer's acceptance of the CPO Vehicle for repair and its return to the consumer. The warranty is extended for thirty (30) days from the completion of any repair attempt for every defect that was the subject of the repair attempt. The dealer will give you a refund if a defect that impairs the safety or use of the CPO Vehicle continued to exist or recurred within the warranty period after either three repair attempts for the same defect or being out of service after being returned for repair of any defect or defects for a cumulative total of more than ten business days. Defects that are covered by the manufacturer's warranty are not covered by this warranty if the dealer gives you a copy of the manufacturer's warranty, that warranty has been assigned to you, and the dealer assures that those defects are repaired. This warranty is provided pursuant to M.G.L. c. 90, § 7N1/4, the used vehicle warranty law. For further information about that law contact the Office of Consumer Affairs and Business Regulation at (617) 727-7780.

**MINNESOTA: ADDITIONAL EXPRESS WARRANTY:** In addition to the Limited Warranty provided, the following additional express warranty is also provided during the applicable time period outlined herein. For vehicles with more than 36,000 miles but less than 75,000 at the time of sale, the following parts are warranted for thirty (30) days or 1,000 miles, whichever comes first: (1) with respect to the engine, all lubricated parts, intake manifolds, engine block, cylinder head, rotary engine housings, and ring gear; (2) with respect to the transmission, the automatic transmission case, internal parts, and the torque converter; or, the manual transmission case, and internal parts; (3) with respect to the drive axle, the axle housings and internal parts, axle shafts, drive shafts and output shafts, and universal joints; but excluding the secondary drive axle on vehicles, other than passenger vans, mounted on a truck chassis; (4) with respect to the brakes, the master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brake calipers; (5) with respect to the steering, the steering gear housing and all internal parts, power steering pump, valve body, and piston; (6) the water pump; and (7) the externally-mounted mechanical fuel pump. For vehicles with less than 36,000 miles at the time of sale, the following parts are warranted for sixty (60) days or 2,500 miles, whichever comes first: all parts listed above plus the rack, radiator, alternator, generator and starter. In the event of a malfunction, defect, or failure in a part covered by this additional express warranty, dealer will repair or replace the covered part, or at the dealer's election, accept return of the used motor vehicle. This additional express warranty does not cover or repair problems which result from collision, abuse, negligence, or lack of adequate maintenance following sale to the consumer. This additional express warranty does not cover vehicles: (1) sold for a total cash sale price of less than \$3,000; (2) with an engine designed to use diesel fuel; (3) with a gross weight in excess of 9,000 pounds; (4) that has been custom-built or modified for show or for racing; (5) that is eight years of age or older, as calculated from the first day in January of the designated model year of the CPO Vehicle; (6) that has been produced by a manufacturer which has never manufactured more than 10,000 motor vehicles in any one year; (7) that has 75,000 miles or more at time of sale; (8) that has not been manufactured in compliance with applicable federal emission standards; (9) that has been issued a salvage certificate of title.

# CERTIFIED PRE-OWNED VEHICLE LIMITED WARRANTY PROVISIONS



**NEW JERSEY: ADDITIONAL EXPRESS WARRANTY:** Vehicles with 24,000 miles or less at the time of purchase have the following additional express warranty for ninety (90) days, or 3,000 miles, whichever comes first. Vehicles with more than 24,000 miles but less than 60,000 have the following Additional Express Warranty for sixty (60) days, or 2,000 miles, whichever comes first. Vehicles with more than 60,000 miles but less than 100,000 have the following Additional Express Warranty for thirty (30) days, or 1,000 miles, whichever comes first. Failure or malfunction of a covered item during the term of the Additional Express Warranty outlined in this section will be corrected, provided the motor vehicle is delivered to the dealer, at its regular place of business, and subject to a deductible amount of \$50 to be paid by you for each repair of a covered item. This Additional Express Warranty shall exclude repairs covered by any manufacturer's warranty, or recall program, as well as repairs of a covered item required because of collision, abuse, or your failure to properly maintain the CPO Vehicle in accordance with the manufacturer's recommended maintenance schedule, or from damage of a covered item caused as a result of any commercial use of the used motor vehicle, or operation of such vehicle without proper lubrication or coolant, or as a result of any misuse, negligence or alteration of such vehicle by someone other than the dealer. This Additional Express Warranty shall not apply to: any used motor vehicle sold for less than \$ 3,000; any used motor vehicle over seven or more model years old; any used motor vehicle which has previously been declared a total loss; or, any used motor vehicle with more than 100,000 miles.

**NEW MEXICO: IMPLIED WARRANTY:** New Mexico law requires that the CPO Vehicle will be fit for the ordinary purposes for which the CPO Vehicle is used for fifteen days or five hundred miles after delivery, whichever is earlier. **DEDUCTIBLE:** During the term outlined in this section, you will have to pay up to \$25.00 for each of the first two repairs if the warranty is violated.

**NEW YORK: ADDITIONAL PARTS COVERAGE:** Vehicles with 36,000 miles or less at the time of purchase have the following Additional Parts Coverage for ninety (90) days, or 4,000 miles, whichever comes first. Vehicles with more than 36,000 miles but less than 80,000 have the following Additional Parts Coverage for sixty (60) days, or 3,000 miles, whichever comes first. Vehicles with more than 80,000 miles but less than 100,001 have the following: Additional Parts Coverage for thirty (30) days, or 1,000 miles, whichever comes first. During the term outlined in this section, dealer shall repair the following additional parts: (a) BRAKES - Master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings and disc brake calipers; (b) RADIATOR; (c) STEERING - Steering gear housing and all internal parts, power steering pump, valve body, piston and rack; (d) Alternator, generator, starter, ignition system excluding the battery. **DEDUCTIBLE:** During the terms outlined in this section, the deductible for all covered repairs shall be zero dollars (\$0).

**RHODE ISLAND: I. ADDITIONAL PARTS COVERAGE:** Vehicles with 36,000 miles or less at the time of purchase have the following Additional Parts Coverage for sixty (60) days, or 3,000 miles, whichever comes first. Vehicles with more than 36,000 miles but less than 100,001 have the following Additional Parts Coverage for thirty (30) days, or 1,000 miles, whichever comes first. During the term outlined in this section, dealer shall repair the following additional parts: (a) BRAKES - Master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brake calipers; (b) Radiator; (c) STEERING - Steering gear housing and all internal parts, and the power steering pump, valve body, piston, and rack; and (d) The alternator, generator, starter, and ignition system, excluding the battery. **WARRANTY TERM:** The term of this warranty shall be extended by any time period during which the used motor vehicle is in the possession of the Seller or his duly authorized agent for the purpose of repairing the used motor vehicle under the terms and obligations of said warranty. The term of this warranty and the fifteen-day out-of-service period, shall be extended by any time during which repair services are not available to the consumer because of a war, invasion or strike, fire, flood or other natural disaster. **PARTS COVERAGE:** These parts coverages shall not apply to any used motor vehicle sold for less than one thousand five hundred dollars (\$1,500) or to the sale of classic cars. **DEDUCTIBLE:** During the applicable term outlined in this section, the deductible for all covered repairs shall be zero dollars (\$0). **II. IMPLIED WARRANTY LAW -** The implied warranty of merchantability is a warranty provided by law in the sale of consumer products, including automobiles. This law says that the CPO Vehicle should be fit for the ordinary purposes for which vehicles are used. This sheet provides only a summary of your rights. To obtain further information, contact the Department of Revenue at: (401) 574-8999