

PARTIES TO THIS CONTRACT: The following **BOLD** print appearing throughout this Contract has the following meanings: **“YOU”** and **“YOUR”** mean the customer named as Contract Holder on the front of this Contract. **“WE”**, **“US”** and **“OUR”** refer to Fidelity Warranty Services, Inc. (“FWS”), the obligor of this contract. In some states **“WE”**, **“US”** and **“OUR”** refer to the Selling Dealer noted on the front page of the Contract. Please refer to the State Amendment section for exceptions.

CONTRACT PERIOD: Coverage under this Contract begins on the PURCHASE DATE shown on the front of this Contract and expires according to the **TERM** of the plan selected.

PLAN COVERAGE: Coverage will be provided according to the **MAINTENANCE INTERVAL**, **TERM** and **SERVICE LEVEL** selected by **YOU** on the front of this Contract. This is not an insurance policy, a warranty, or a guaranty.

VEHICLE COVERED SERVICES: Oil, filter and gasket change, reset service reminder indicator (SRI) and multi-point inspections.

A welcome letter including a **CLASSIC OIL SERVICE MAINTENANCE** card will be mailed to **YOU**. If **YOUR** welcome letter is not received within forty-five (45) days call Volvo Dedicated Customer Service at 1-866-943-1329.

Coverage is obtained by presenting **YOUR CLASSIC OIL SERVICE MAINTENANCE** card to **YOUR** Selling Dealer or any participating Volvo dealer/repair facility. If **YOU** need assistance locating a participating Volvo dealer/repair facility, contact Volvo Dedicated Customer Service during normal working hours at 1-866-943-1329 to receive instructions. **YOUR** vehicle may need other services for **YOUR** driving conditions or manufacturer recommendations: refer to **YOUR** Manufacturer’s Owner Manual for other recommended services and intervals.

CANCELLATION: This Contract may be cancelled by **YOU** at any time. To cancel, **YOU** must return to **YOUR** Selling Dealer or contact Volvo Dedicated Customer Service at 1-866-943-1329 to receive instructions. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the PURCHASE PRICE will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the PURCHASE PRICE will be made, less an administration fee that FWS will charge and retain of \$50. If **YOU** cancel after sixty (60) days, a pro-rata refund of the PURCHASE PRICE will be made based upon the time expired from the PURCHASE DATE less an administration fee that FWS will charge and retain of \$50. In the event of cancellation, **YOU** authorize the LIENHOLDER to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, the Contract will be terminated and all rights and interests to a refund under the Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. The Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, a one hundred percent (100%) refund of the PURCHASE PRICE will be made. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this Contract is cancelled by **US**.

TRANSFER: **YOU** may transfer this Contract to another owner but not to another vehicle. To transfer this Contract, **YOU** must mail the following three (3) items to FWS within thirty (30) days of transfer of vehicle ownership: 1.) a completed Transfer Form (or a letter containing the name and address of the new owner and **YOUR** authorization to transfer); 2.) a legible copy of the front page of this Contract; and 3.) a check for \$40 payable to FWS, for the transfer fee. New documentation will be sent to the new owner. This Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

LIMITS OF LIABILITY:

1. This Contract will not pay for mechanical breakdown repairs, whether associated with or not associated with a prescribed service.
2. This Contract will not pay for any type of state or local taxes required on any prescribed services.
3. This Contract will not pay for any upgraded or extra cost products used during a prescribed service.
4. The payment for prescribed services as stated under **VEHICLE COVERED SERVICES** is the only remedy available to **YOU**. **WE** neither have nor assume any other obligation or responsibility with regard to this Contract and **YOUR** vehicle. **WE** neither assume, nor authorize anyone to assume for **US**, any additional liability.
5. **WE** may pay for or reimburse for any prescribed services covered by this Contract.

HOW TO SEEK REIMBURSEMENT: When prescribed services are required, **YOU** must return **YOUR** vehicle for service to **YOUR** Selling Dealer or any participating Volvo dealer. If **YOU** cannot return **YOUR** vehicle to **YOUR** Selling Dealer or a participating Volvo dealer, **YOU** must telephone Volvo Dedicated Customer Service during normal working hours at 1-866-943-1329 to receive instructions. **IF YOU DO NOT FOLLOW OUR INSTRUCTIONS, WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR THE COST OF ANY SERVICES.**

PAYMENTS: Any participating dealer may perform prescribed services covered under this Contract without charge to **YOU** for such services (except for any state or local taxes). If a participating dealer does charge **YOU** for prescribed services covered under this Contract, submit copies of all invoices and receipts pertaining to the authorized services within sixty (60) days from the date the service was performed, along with a copy of the front of **YOUR** Contract to: Fidelity Warranty Services, Inc., P.O. Box 8567, Deerfield Beach, FL 33443. Failure to comply with the responsibilities outlined above will result in the denial of **YOUR** reimbursement. If **YOU** have any questions, please contact Volvo Dedicated Customer Service at 1-866-943-1329.

OUR OPTIONS: FWS will pay **YOUR** participating Volvo dealer/repair facility directly or reimburse **YOU** for the covered maintenance service. **All replacements made at authorized Volvo dealerships shall be made using only Volvo genuine parts.**

INSURANCE: **OUR** obligations under this Contract are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. **YOU** are entitled to make a direct claim or request for refund at any time, for any reason to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. In some states, such obligations may be insured by an alternative carrier. Please refer to the **STATE AMENDMENTS** section for exceptions.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENTS SHOULD BE RELIED UPON BY THE CONTRACT HOLDER INCLUDING ANY REPRESENTATIONS OF THE SELLING DEALER.
2. If it is not clear which **TERM** or **SERVICE LEVEL** has been selected, **YOU** should contact **YOUR** Selling Dealer.
3. This Contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any of the provisions of this Contract will be binding against the Selling Dealer or **US** unless it is in writing and is signed by one of the authorized representatives at **OUR** home office listed above.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.

TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED: Please note: The following paragraph does not apply to a claim for vehicle repairs or reimbursement for such repairs under this Contract. Please see: **HOW TO SEEK REIMBURSEMENT** for a repair or reimbursement claim. Prior to bringing or participating in an arbitration (or lawsuit, to the extent the Arbitration Clause herein is inapplicable for any reason) asserting any claim in law or equity relating to this Contract or its subject matter (collectively "Legal Claims"), **YOU** must provide written notice of **YOUR** Legal Claim to **US** within one (1) year from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. Such written notice **must** identify by name and contract number the specific Contract to which **YOUR** Legal Claim relates. **The provision of such timely, written notice is a condition precedent to bringing any Legal Claim relating to this Contract or its subject matter.** If **YOU** fail to timely provide such written notice of any Legal Claim, **YOU** shall have waived such Legal Claim in all respects. If **YOU** do provide the timely, written notice required hereunder, **WE** shall have ninety (90) calendar days following actual receipt of such notice to cure the circumstance(s) giving rise to **YOUR** Legal Claim. **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Contract, net of benefits paid, shall constitute a full and complete cure of any such circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Contract or its subject matter. Each requirement set forth in this paragraph requires strict (not substantial) compliance and survives the Contract Period, transfer or cancellation of this Contract. **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event arbitration is filed.

ARBITRATION: YOU agree that any and all claims or disputes of any kind whatsoever arising from or relating to this Contract or the relationships resulting from this Contract, whether in contract, tort, pursuant to statute, regulation, or ordinance, or in equity or otherwise ("Claims"), shall, upon delivery of a written notice demanding arbitration to the other party or parties, be resolved by binding arbitration on an individual (not class) basis only. This includes, without limitation, Claims by **YOU** against the Selling Dealer, **US**, or their parents, affiliates, employees, officers, successors, or assigns, or against those entities' parents' or affiliates' employees, officers, successors, or assigns. **THIS AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS ONLY IS FULLY BINDING IN THE EVENT THAT A CLASS ACTION OR SIMILAR LAWSUIT OR CLASS ARBITRATION IS FILED IN WHICH YOU OTHERWISE WOULD BE ELIGIBLE TO PARTICIPATE IN ANY CAPACITY, INCLUDING BUT NOT LIMITED TO AS A MEMBER, CLASS REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL. THE PARTIES AGREE THAT THERE SHALL BE NO CLASS OR CONSOLIDATED ARBITRATION OF ANY CLAIM, AND EXPRESSLY WAIVE ANY RIGHT TO ARBITRATE OR LITIGATE IN A CLASS PROCEEDING.**

Such arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (and not any state law concerning arbitration), this Arbitration Clause, and the applicable rules of JAMS, Inc. ("JAMS")—excluding any rules pertaining to class arbitration, and subject to any modification of those rules by this Arbitration Clause—in effect at the time of the written notice demanding arbitration. In the event of a conflict between the JAMS rules and this Arbitration Clause, this Arbitration Clause shall control. Applicable rules for JAMS are available at www.jamsadr.com or 1-800-352-5267. The Arbitrator shall apply statutes of limitation applicable at law, shall honor claims of privilege recognized at law, and if timely requested by any party, shall provide a reasoned, written explanation of the award's basis. Notwithstanding any provision otherwise in this Arbitration Clause or in the JAMS rules, any dispute regarding arbitrability, including the validity, enforceability, or applicability of the prohibition on classwide arbitration, shall be resolved by a court of competent jurisdiction, and not in arbitration. For avoidance of doubt, all disputes regarding the availability of classwide or consolidated arbitration, regardless of the posture under which such disputes arise, shall be resolved in court and not in arbitration. **THE PARTIES RECOGNIZE THAT THEY WILL NOT HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. DISCOVERY AND RIGHTS TO APPEAL GENERALLY ARE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT, AND OTHER RIGHTS APPLICABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Arbitrations will be held within the federal judicial district encompassing the city and/or county where **YOU** reside or are located. The other parties to the arbitration (not including **YOU**) will pay in equal shares the first \$2,500 in fees charged by the arbitration administrator for Claim(s) asserted by **YOU** in the arbitration. Thereafter, unless the applicable JAMS rules or applicable law specify otherwise, the parties to the arbitration (including **YOU**) shall share the arbitration fees equally, which amounts shall not be recoverable in the arbitration. Each party to the arbitration shall be responsible for its own attorney, expert, and other fees, unless applicable law provides otherwise. 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.

If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions of the Arbitration Clause; provided, however, that (a) if the prohibition on classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void; and (b) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the Arbitration Clause shall be null and void as to such claims only. This Arbitration Clause shall survive the Termination or cancellation of this Contract. In the event of a conflict between this Arbitration Clause and any other applicable arbitration provision, this Arbitration Clause shall control.

STATE AMENDMENTS: If this Contract is purchased in any of the following states, the following additional provisions will apply:

CALIFORNIA: **OUR** California Vehicle Service Contract Provider License # is 0B29333. The **INSURANCE** section is removed in its entirety and replaced with the following: Performance to **YOU** under this Contract is guaranteed by a California approved insurance company. **YOU** may file a claim or request a refund at any time, for any reason with this insurance company if any promise made in the Contract has been denied or has not been honored. The name and address of the insurance company is: Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442, 1-800-298-8011. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357 or (213) 897-8921 out of state, or access the department's internet website at www.insurance.ca.gov. The **CANCELLATION** section is removed in its entirety and replaced with the following: This Contract may be cancelled by **YOU** at any time. To cancel, please contact **YOUR** Selling Dealer or Volvo Dedicated Customer Service at 1-866-943-1329 to receive instructions. If this Service Contract is cancelled by **YOU** during the first sixty (60) days, a one hundred percent (100%) refund of the PURCHASE PRICE will be made. If **YOU** cancel after sixty (60) days of PURCHASE DATE, a pro-rata refund will be made based upon the time expired from the PURCHASE DATE, less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the unearned pro-rata PURCHASE PRICE, whichever is less. If this Contract is financed, upon a total loss or repossession, all rights and interests under the Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. The Contract is non-cancellable by **US** except for fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this Contract is cancelled by **US**. If **WE** cancel for nonpayment, **WE** will mail written notice to **YOU** that the contract will cease to be valid no less than five (5) days after the postmark date of the notice and that any refund due will be provided within thirty (30) days of the date of cancellation. If **WE** cancel for fraud or material representation, **WE** will mail written notice to **YOU** stating the specific nature of the misrepresentation and informing **YOU** a refund will be provided within thirty (30) days of the date of cancellation. If **WE** cancel this Contract, **WE** remain liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. A Contract Holder is deemed to have reported a claim if he or she has completed the first step required under **HOW TO SEEK A REIMBURSEMENT** section of this Contract. The **ARBITRATION** section is removed in its entirety. The **LIMITS OF LIABILITY** section item 4.) is amended to include the following language: The above does not limit the consumer from bringing potential actions as allowed by state law. The **GENERAL** section item 5.) is amended to include the following language: **WE** may delegate ministerial duties but not claims decisions or legal liability. The **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section is amended by the removal of the following language: **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Contract, net of benefits paid, shall constitute a full and complete cure of any circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Contract or its subject matter. The **PARTIES TO THIS CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Contract has the following meanings: "**I**", "**MY**", "**YOU**" and "**YOUR**" mean the customer named as Contract Holder on the front of this Contract, or any valid transferee. "**WE**", "**US**" and "**OUR**" refer to Fidelity Warranty Services, Inc. ("**FWS**" and "**FWS**"), the obligor of this Contract.

WISCONSIN: The **PARTIES TO THIS CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Contract has the following meanings: "**YOU**" and "**YOUR**" mean the Contract Holder named on the front of this Contract. "**WE**", "**US**", and "**OUR**" refer to the Selling Dealer noted on the front of this Contract. The Selling Dealer has appointed Fidelity Warranty Services, Inc. (FWS), as the authorized administrator of this Contract. This is not an insurance policy, a warranty, or a guaranty. The **ARBITRATION** provision is amended as follows: If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision are not prohibited by the Wisconsin Consumer Act. Notwithstanding any provision contained herein to the contrary, **YOU** are not bound to participate in binding arbitration and retain the right to bring an action in a court of competent jurisdiction. The **GENERAL** section item 5.) is removed in its entirety. The **CANCELLATION** paragraph is amended to include the following language: A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this contract.