# LIFETIME FREE REPLACEMENT BATTERY LIMITED WARRANTY

CLAIMS DEPT. 855-344-4273 www.autonationpartprotection.com

V1-0419

Form: LBW-E-04-2019

# PRECISION PARTS

<u>TERM: LIFETIME!</u> Coverage under this Limited Warranty begins upon the expiration of the MANUFACTURER'S BATTERY WARRANTY. This coverage is ongoing for as long as <u>YOU</u> continuously own the <u>SAME</u> Vehicle in which the <u>COVERED BATTERY</u> was originally installed. This Limited Warranty only applies to the Customer that purchased the <u>COVERED BATTERY</u> & the Vehicle in which the <u>COVERED BATTERY</u> was originally installed. This Limited Warranty is <u>NOT TRANSFERABLE</u> to a subsequent owner or vehicle. Coverage under this Limited Warranty is only available at AutoNation-owned facilities if one is located within 60 miles of the <u>CUSTOMER</u>, otherwise this Limited Warranty may be presented at any FVP battery installer. For a list of FVP battery installers go to https://www.fvpparts.com/fvp-locator/fvp-parts-installer or call 855-344-4273.

<u>CLAIM AUTHORIZATION:</u> YOU must obtain prior approval from the **ADMINISTRATOR** before battery replacement is performed and follow the instructions outlined under "HOW TO FILE A CLAIM" within the body of this Limited Warranty.

**DEDUCTIBLE: \$0.00** 

This warranty gives **YOU** specific legal rights, and **YOU** may also have other rights which vary from State to State. This Limited Warranty is not an insurance policy. However, **OUR** obligation to perform under this Limited Warranty is insured by American Bankers Insurance Company of Florida. If a covered claim has not been performed or if reimbursement for a covered claim has not been paid within sixty (60) days after **YOU** have filed a proof of loss, **YOU** may file a claim for payment directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157 Attention: VSC Claims. Please call 1-866-306-6694 for instructions.

#### **SECTION 1. KEY TERMS AND PROVISIONS**

Any modification, alteration, or change to the preprinted terms and conditions of this Limited Warranty is invalid and of no force or effect. This Limited Warranty is only in force upon the receipt and acceptance of this Limited Warranty by the **ADMINISTRATOR**.

THIS LIMITED WARRANTY DOES NOT REPLACE THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS LIMITED WARRANTY. THIS PROVISION ALSO APPLIES TO ANY OTHER WARRANTY OR SERVICE CONTRACT ISSUED TO THE CUSTOMER BY ANOTHER ADMINISTRATOR, DEALER OR REPAIR FACILITY.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE, RENEWABLE OR CANCELABLE. THIS LIMITED WARRANTY IS NOT A SERVICE CONTRACT. IT IS PROVIDED TO THE CUSTOMER BY THE ISSUING LOCATION AT NO ADDITIONAL CHARGE. THIS LIMITED WARRANTY TERMINATES WHEN OWNERSHIP HAS TRANSFERRED TO A NEW OWNER, IF THE BATTERY IS REMOVED FROM THE VEHICLE IN WHICH IT WAS ORIGINALLY INSTALLED OR IF THE MAINTENANCE REQUIREMENTS AS OUTLINED IN THIS LIMITED WARRANTY ARE NOT PERFORMED.

The General Provisions of this Limited Warranty contain several words that have special meanings. The following words are important in this Limited Warranty and they are printed in **BOLD** type below:

- "ADMINISTRATOR" means A.U.L. Corp., 1250 Main Street, Suite 300, Napa, CA 94559, 855-344-4273.
- "AUTONATION FACILITY" means any AutoNation, Inc.-owned dealership, collision center or service center.
- "WE," "US," and "OUR" means the ISSUING LOCATION who is the obligor under this Limited Warranty.
- "COVERED BATTERY" means the AutoNation-branded battery that YOU purchased from an AutoNation Facility or that was issued to YOU by an AutoNation Facility.
- "FAILURE" or "FAILED" means the battery, when placed on a battery load tester, registers a red reading or has a failure due to a defect in material or workmanship but does not include failures due to CUSTOMER negligence or abuse.
- "ISSUING LOCATION" means the AutoNation Facility where YOU purchased the COVERED BATTERY and the facility that issued YOU this Limited Warranty.
- "CUSTOMER," "YOU," and "YOUR" means the owner(s) that purchased the COVERED BATTERY and the owner(s) of the SAME vehicle in which the COVERED BATTERY was originally installed.
- "MANUFACTURER BATTERY WARRANTY" means the warranty provided by the manufacturer of the Precision Parts Battery that was issued to YOU at the time YOU purchased the COVERED BATTERY.

### **SECTION 2. WHAT IS COVERED BY THIS LIMITED WARRANTY**

### **BATTERY COVERAGE**

This Limited Warranty will cover the approved replacement of the **COVERED BATTERY** under this Limited Warranty. Authorized battery replacement must be performed at an AutoNation Facility and with an AutoNation-branded battery (or other battery of the AutoNation Facility's choosing, at their sole discretion). See **SECTION 4. HOW TO FILE A CLAIM** for details on locating an AutoNation Facility.

#### BATTERY JUMP SERVICE

In the event your vehicle will not start due to a weak or "run-down" battery, **WE** will arrange for a service provider to boost or jump-start the battery. Jump start service will be provided as follows:

YOU will be allowed two (2) complimentary jumpstart assistance calls (per battery) during the term of this Limited Warranty.

For Battery Jump Service, call 855-343-7935 To File a Claim for Battery Replacement, call 855-344-4273

#### **SECTION 3. MAINTENANCE RESPONSIBILITIES**

In order for this Limited Warranty to remain valid, the CUSTOMER must have the COVERED BATTERY serviced exactly as the Battery Manufacturer recommends and Failure cannot be due to CUSTOMER negligence or abuse. Failure to implement these maintenance responsibilities will result in denial of coverage, therefore voiding this Limited Warranty.

#### **SECTION 4. HOW TO FILE A CLAIM**

ADMINISTRATOR PHONE NUMBER AND ADDRESS: Toll Free 855-344-4273 | 1250 Main Street, Suite 300, Napa, CA 94559 ADMINISTRATOR BUSINESS HOURS: Monday through Friday, 9AM to 8PM, Eastern Time. Closed weekends and holidays.

- 1. Take your **COVERED BATTERY** to the nearest AutoNation Facility which has an appropriate replacement battery in stock. To locate the nearest AutoNation Facility, visit www.autonation.com or call 855-344-4273. If you are over sixty (60) miles away from an AutoNation Facility, **YOU** may present this warranty to any FVP battery installer. For a list of FVP battery installers go to https://www.fvpparts.com/fvp-locator/fvp-parts-installer or call 855-344-4273.
- 2. The AutoNation Facility or FVP battery installer must contact the ADMINISTRATOR prior to battery replacement to obtain authorization. YOU are responsible for authorizing diagnosis by the AutoNation facility or FVP battery installer. If the FAILURE is not covered under this Limited Warranty, YOU will be responsible for these costs. The AutoNation Facility will test your original battery and, if it has a FAILURE, replace it according to the terms of this Limited Warranty. Authorized battery replacement must be performed at an AutoNation Facility or FVP battery installer and with an AutoNation-branded battery (or other battery of the AutoNation Facility's choosing, at their sole discretion).
- 3. After-Hours Claims: If battery replacement covered by this Limited Warranty is required outside the ADMINISTRATOR's or ISSUING LOCATION's business hours (evening, weekend or holiday), the CUSTOMER should deliver the COVERED BATTERY to a licensed repair facility to have the necessary replacement performed at a reasonable and customary charge. On the next business day, the CUSTOMER should report the battery replacement to the ADMINISTRATOR. To report an after-hour claim and obtain a reimbursement, please call 855-344-4273 for instructions.
- 4. Authorized Repair Orders may be submitted to the **ADMINISTRATOR** at: 1250 Main Street, Suite 300, Napa, CA 94559 or Fax to: 707-259-1878. Repair Orders must include: Odometer Reading, Diagnosis, Repairs Performed, Labor Time, Labor Rate, Parts utilized, Part Numbers and Cost. Also, please ensure the Customer Name, Limited Warranty Number, Authorization Number and Customer Signature is clearly indicated.

#### **SECTION 5. WHAT IS NOT COVERED**

- A. Repairs or replacements not authorized in advance by the ADMINISTRATOR (except for valid and necessary After-Hours Claims).
- B. Any part, repair, or replacement thereof while covered by insurance, a manufacturer's warranty, recall program, factory service bulletins, or special policy.
- C. Any failure caused by a failure to service the COVERED BATTERY as recommended by the manufacturer or if due to Customer negligence or abuse.
- D. Any vehicle used for any form of competitive driving or racing.
- E. Any vehicle used for pulling a trailer with a gross vehicle weight in excess of 1,500 pounds unless the vehicle is equipped as recommended by the vehicle manufacturer.
- F. Any vehicle exceeding 1.75 ton capacity.
- G. Battery failures or damage to the battery caused by the failure of any other electrical components.
- H. Commercial use including, but not limited to, public hire, rental, taxi, or livery, and vehicles with non-standard equipment installed specifically to facilitate commercial use.
- I. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to replace the COVERED BATTERY.
- J. Losses resulting from delays or failures caused by acts of God, accidental loss or damage, collision or upset, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the ADMINISTRATOR.
- K. Batteries that are merely discharged, or damaged due to abuse, neglect, misuse, overcharging, alteration, improper installation, use of special additives, or unauthorized attempt to repair.
- L. Incidental or consequential damages, such as loss of time, inconvenience or loss of use of the COVERED BATTERY. Some states do not allow the exclusion or limitation of consequential damages, so this limitation or exclusion may not apply to you.
- M. Repair or replacement made outside the United States or Canada.
- N. Damage to the battery resulting from a mechanical breakdown or failure of any other part of the vehicle, or from faulty or negligent repairs, or installation of defective parts.
- O. Damages for bad faith, punitive or exemplary damages, property damage (except as specifically stated in the Limited Warranty), and attorney fees.
- P. Any vehicle not originally manufactured to U.S. specifications, commonly known as a grey market vehicle; salvaged vehicles or factory buybacks.
- Q. Car Rental and Towing are not covered.
- R. Authorized covered claims that have not been submitted to the ADMINISTRATOR within one hundred eighty (180) days from the date of completed battery replacement.

### **SECTION 6. ARBITRATION PROVISION**

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

To begin Arbitration, either **YOU** or **WE** must make a written demand and forward same to 1250 Main Street, Suite 300, Napa, CA 94559 or Fax to: 707-259-1878. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. **YOU** may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between **YOU** and **US**. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless **YOU** and **WE** agree, the arbitration will take place in the county and state where **YOU** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. **YOU agree and understand that** this arbitration provision means that **YOU** give up **YOUR** right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider **YOUR** claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **YOUR** claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **YOU** and **WE** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **YOU** and **US**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

Form: LBW-E-04-2019

### MANUFACTURER FREE REPLACEMENT BATTERY LIMITED WARRANTY

#### **KEY TERMS AND PROVISIONS**

AutoNation takes great pride in the batteries it sells and provides a limited warranty program for its batteries. If a battery is returned within the free replacement period (calculated from the date of sale as shown on your sales receipt) for failure to perform due to defects in materials or workmanship, you are entitled to a new replacement AutoNation Precision Parts battery of the same type at no charge (subject to any applicable installation charges, taxes and government required fees). You should have this done at an AutoNation retailer. If you are not within 60 miles of an AutoNation location, you may go to any FVP Installer as FVP is the manufacturer of our AutoNation Precision Parts battery.

To find your nearest AutoNation location go to www.AutoNation.com (click) Dealer Locator or call your AutoNation retailer. To find your nearest FVP Installer if traveling or you are not within 60 miles of an AutoNation location, go to https://www.fvpparts.com/fvp-locator/fvp-parts-installer.

The label on the front of every AutoNation Precision Parts battery specifies the total number of months covered by the free replacement period. If the label does not reference a warranty period, this limited warranty program does not apply.

NOTE: This limited warranty limits our responsibility to providing a replacement battery in the event of defects in materials or workmanship, under the below terms. Warranty law varies from state to state, however, you may also have additional legal rights depending on your state's laws.

If your battery fails to start your vehicle, we recommend the following course of action:

- 1. Determine if the battery needs a boost or replacement. Most batteries that fail are simply discharged and need a boost. AutoNation recommends having the battery tested first to determine the cause of failure. If the battery is simply in need of a boost, have it re-charged and re-tested.
- 2. If the battery is still not working properly, you can determine if the battery is under the free replacement period by referring to the free replacement period on the front label, and checking the date on your original receipt. If the battery is under the free replacement period, it can be replaced with a new replacement AutoNation battery of the same type at no charge to you (other than any applicable installation charges, taxes and government required fees). Proof of purchase is required (original receipt) for the free replacement warranty. This policy is available from an AutoNation Retailer. This is a nontransferable limited warranty.

### WHAT THIS WARRANTY DOES NOT COVER

**THIS WARRANTY DOES NOT COVER** merely discharged product and can be denied for batteries damaged due to abuse or neglect, including but not limited to the following:

- A. Battery hold downs not used properly or not torqued per the BCI Service Manual recommendations, leading to excessive battery vibration or battery damage due to over-torque.
- B. Accelerated corrosion/low electrolyte level due to exposure to excessive temperatures.
- C. Batteries that have been re-filled with any substance besides distilled water that may have contaminated the battery.
- D. Batteries not maintained at a sufficient state of charge during periods of both in-vehicle and out of vehicle storage.
- E. Batteries that have been subjected to excessive out of vehicle charging or to an uncontrolled in-vehicle charging system (i.e. faulty alternator).
- F. Batteries that have been physically damaged including a cracked, punctured, or deformed battery case or cover; broken or severely damaged battery terminals.
- G. Batteries with damaged terminals due to loose, inadequate or high resistance connections.
- H.Batteries with loose or missing vents (non-sealed designs).
- I. Batteries that have been installed and operated in reverse in vehicle, leading to reverse battery polarity.
- J. Improper battery box or insufficient protection from the elements (i.e. rain, snow, or ice).
- K. Batteries that have been operated in an application for which they were not designed and/or marketed to support. Example: Standard SLI batteries that are used in cycling applications.

Form: LBW-E-04-2019

# PRECISION PARTS

## JUMPSTART ASSISTANCE SERVICE LIMITED WARRANTY

For Emergency Jumpstart Assistance Call 1-855-343-7935

#### **KEY TERMS AND PROVISIONS**

Precision Parts Jumpstart Assistance is offered on a complimentary basis per the following terms and conditions. Resale or transfer of these benefits is prohibited; valid only for the first purchaser. Jumpstart Assistance is available starting on the date of your purchase of the PRECISION PARTS battery as set forth on the LENGTH OF SERVICE TABLE. There is no need for registration/activation. You are allowed 2 Jumpstart Assistance calls to the SafeRide Motor Club, Inc. network using the toll-free number provided over the life of your battery.

Services will be performed by independent service providers established through the nationwide SafeRide Motor Club, Inc. network at no cost to you. Services must be performed by independent service providers in the SafeRide Motor Club, Inc. network, and service calls must be requested by calling the toll-free number listed above.

Reimbursement claims made by consumers who have called an out-of-network provider are not authorized, not valid and will not be honored, with the following limited exception. In the event the consumer is advised by SafeRide Motor Club, Inc. that service from the SafeRide Motor Club, Inc. network will not be possible, the consumer may submit within 30 days a claim for reimbursement of no more than USD \$60.00 for SafeRide Motor Club, Inc. consideration in its sole discretion. Reimbursement claims mailed more than 30 days after the service was utilized will not be honored. Please allow 45 days for processing. SafeRide Motor Club, Inc. is not responsible for mail lost or damaged by the postal service. Reimbursement claims must be mailed within 30 days of the Jumpstart Assistance incident to:

AUL Corp. Attn: Precision Parts Battery Jump Reimbursement 1250 Main Street, Suite 300 Napa, CA 94559 USA

Service is for passenger cars, light trucks and vans only. SafeRide Motor Club, Inc. and Precision Parts expressly disclaim all liability relating to, and shall not be held responsible for, the service provided by any independent service providers or any claims relating thereto. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Form: LBW-E-04-2019