

Exhibit A

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individually and on behalf of the general
7 public and all others similarly situated

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

11 DONALD HALL, individually and
on behalf of the general public and
12 all others similarly situated,

13 Plaintiff,

14 v.

15 FIAT CHRYSLER AMERICA US
LLC aka FCA US LLC, formerly
16 known as CHRYSLER GROUP
LLC, and DOES 1-10, inclusive,

17 Defendants.
18

Case No.:

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR**

- 1. **Breach of Contract;**
- 2. **Breach of Express Warranty**

DEMAND FOR JURY TRIAL

19
20 Plaintiff Donald Hall (“Plaintiff”), on behalf of himself, the general public, and
21 all others similarly situated, alleges:

22 **JURISDICTION**

23 1. This Court has diversity jurisdiction over this class action pursuant to
24 28 U.S.C. section 1332 as amended by the Class Action Fairness Act of 2005 because
25 there are 100 or more class members, the amount in controversy exceeds five million
26 dollars (\$5,000,000.00), exclusive of interest and costs, and some members of the
27 class, including Plaintiff, are citizens of different states than the Defendant. (28
28 U.S.C. § 1332(d)(2)(A).)

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STATEMENT OF THE CASE

2. This complaint arises out of defendant Fiat Chrysler American US LLC’s (“FCA’s”) implementation of a corporate policy designed to eliminate FCA’s liability on lifetime vehicle service contracts sold by FCA’s predecessor, Chrysler LLC.

3. From 2006 through 2009, Chrysler included, at no additional cost to purchasers of new Chrysler vehicles, a “Lifetime Powertrain Limited Warranty” which promised the repair and replacement of all powertrain components, such as the engine and transmission, for the lifetime of the vehicle so long as the vehicle was owned by the initial purchaser. A true and correct copy of the warranty is attached hereto as Exhibit “A.”

4. During that same period of time, vehicle purchasers could also purchase, at an added cost, lifetime vehicle service contracts that promised the repair and replacement of parts which were not covered by the powertrain warranty such as air conditioning, suspension, steering, brakes, electrical and instrumentation for the lifetime of the vehicle so long as the vehicle was owned by the initial purchaser. A true and correct copy of the extended service contract is attached hereto as Exhibit “B.”

5. Chrysler filed bankruptcy in 2009 and Chrysler’s assets were sold free and clear of all liabilities, except for “Assumed Liabilities,” to the company now known as Fiat Chrysler America US LLC aka FCA US LLC.

6. The “Assumed Liabilities” were the lifetime powertrain warranties and lifetime service contracts issued by Chrysler prior to bankruptcy which FCA agreed to assume as part of the sale approved by the bankruptcy court.

7. FCA’s assumption of lifetime service contracts sold by Chrysler required FCA to pay for all labor and parts to repair or replace every covered component on every vehicle sold by Chrysler nationwide for the lifetime of the vehicle.

1 8. At a point in time after the bankruptcy closing date on June 10, 2009,
2 FCA decided that the losses FCA was incurring to honor lifetime service contracts
3 were unacceptable and FCA designed and implemented a plan to eliminate the
4 lifetime service contracts FCA had agreed to assume.

5 9. FCA’s plan to eliminate the lifetime service contracts was based upon
6 an inspection requirement in the powertrain warranty which states:

7 “In order to maintain the Lifetime Powertrain Limited
8 Warranty, the person or entity covered by this Powertrain
9 Limited Warranty must have a powertrain inspection
10 performed by an authorized Chrysler, Dodge, or Jeep
11 dealer once every 5 years. This inspection will be
12 performed at no charge. The inspection must be made
13 within sixty (60) days of each 5 year anniversary of the in-
14 service date of the vehicle. You must have the inspection
15 performed to continue this coverage.”

16 (Ex. A, p. 12.)

17 10. Using this provision, FCA terminated the lifetime powertrain warranties
18 if the 5-year inspection was not performed within a 60-day window every five years.

19 11. Concurrently, when FCA terminated the lifetime powertrain warranty
20 based upon the owner’s failure to obtain the 5-year inspection, FCA also terminated
21 the owner’s lifetime service contract because, according to FCA, the eligibility
22 provisions of the service contract required a lifetime powertrain warranty and
23 because the powertrain warranty had been cancelled, the owner was no longer
24 eligible for coverage under the lifetime service contract.

25 12. On May 27, 2022, the United States Court of Appeals for the Ninth
26 Circuit rejected FCA’s contention that FCA could cancel lifetime service contracts
27 based on the cancellation of the powertrain warranty. (Case: 21-55895, 5/27/2022,
28 ID: 12457983, Docket Entry: 37-1.)

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FACTUAL BACKGROUND

13. Plaintiff is the initial purchaser and current owner of a 2008 Jeep Liberty which included, as part of the purchase, a lifetime limited powertrain warranty and a lifetime service contract which Plaintiff purchased separately.

14. In July of 2020, Plaintiff brought the vehicle to a Chrysler dealership (Glenn Thomas Chrysler or GTC) to repair the air conditioner. After the repair was completed, the dealership service manager, Tom Bonnsetter, informed Plaintiff that the repair would have been covered by the service contract but the service contract had been terminated by FCA because the vehicle had not been inspected according to the 5-year inspection requirement in the powertrain warranty. Because FCA terminated the service contract, Plaintiff paid the dealership \$852.41 for the repair.

15. The dealership service manager, Tom Bonnsetter, also informed Plaintiff that the dealership would contact FCA on Plaintiff’s behalf to contest FCA’s refusal to pay and in response, FCA informed the dealership that FCA would not pay for the repair pursuant to FCA’s policy to cancel service contracts concurrently with the cancellation of the powertrain warranties based upon the owner’s failure to comply with the five-year, 60-day window inspection requirement in the powertrain warranty.

16. On or about September 24, 2020, Plaintiff also called FCA’s customer service department and was informed that his service contract was void pursuant to FCA’s policy to cancel the service contract based on an owner’s failure to obtain a five-year powertrain inspection.

17. A true and correct copy of Plaintiff’s warranty which GTC obtained for Plaintiff is attached and incorporated herein as Exhibit A.

18. A true and correct copy of Plaintiff’s lifetime service contract which GTC obtained for Plaintiff is attached and incorporated herein as Exhibit B.

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PARTIES

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2 19. Plaintiff is an individual who currently resides in the County of Orange,
3 State of California.

4 20. Fiat America US LLC a/k/a Fiat US LLC is registered in Delaware,
5 headquartered in Auburn Hills, Michigan, does business in California and nationwide
6 and maintains a regional headquarters office in Newport Beach, California.

7 21. The true names and capacities of the Defendants sued herein as DOES
8 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such
9 Defendants by fictitious names. Each of the Defendants designated herein as a DOE
10 is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave
11 of Court to amend this Complaint to reflect the true names and capacities of the DOE
12 Defendants when such identities become known.

13 22. At all relevant times, each and every Defendant was acting as an agent,
14 co-venturer, co-conspirator, partner or facilitator of the other Defendants and was
15 acting within the course and/or scope of said relationship with the knowledge or
16 consent of each of the Defendants. The acts and/or omissions herein alleged were
17 known to, or ratified by, each of the other Defendants.

18 **PERSONAL JURISDICTION AND VENUE**

19 23. This Court has personal jurisdiction over FCA because FCA currently
20 does business in California and its principal California office and regional
21 headquarters is located in the City of Newport Beach in Orange County, California.

22 24. FCA purposefully avails itself of the right to do business in California,
23 and specifically designs its vehicles to meet the standards of the California Air
24 Resource Board (CARB). In so doing, FCA specifically complies with CARB
25 regulations, as required, to sell a vehicle with an internal combustion engine in
26 California. Further, FCA engages in promotional activities in California and
27 provides parts to auto supply stores and repair shops nationwide, including
28 California.

1 25. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the
2 acts giving rise to the claims alleged herein occurred within this District including
3 Plaintiff’s purchase of the vehicle and lifetime service contract, the cancellation of
4 Plaintiff’s lifetime service contract and, pursuant to 18 U.S.C. § 1965(a) because
5 plaintiff resides in this district.

6 **DEFENDANTS’ ASSUMPTION OF LIABILITIES**
7 **DURING CHRYSLER’S BANKRUPTCY**

8 26. On April 30, 2009, Chrysler LLC and 24 of its domestic and indirect
9 subsidiaries filed for protection under Title 11 of the United States Code in the United
10 States Bankruptcy Court for the Southern District of New York. Chrysler LLC was
11 a business name designation sometimes used by Old Carco LLC which was also a
12 debtor in the Chrysler LLC bankruptcy.

13 27. After the bankruptcy was filed, the Debtors entered into a “Master
14 Transaction Agreement” agreeing to sell substantially all of their assets free and clear
15 of all claims and liabilities, other than “Assumed Liabilities,” to New Carco
16 Acquisition LLC and now known as Fiat Chrysler America US LLC aka Fiat US
17 LLC or FCA. The transaction closed on June 10, 2009.

18 28. The “Assumed Liabilities” included “all Liabilities pursuant to product
19 warranties (including extended services contracts . . .),” which FCA was required to
20 “timely perform and discharge in accordance with their respective terms.”

21 **CLASS ACTION ALLEGATIONS**

22 29. Plaintiff brings this action, on behalf of himself, the general public, and
23 all others similarly situated, as a class action pursuant to Rule 23(a) of the Federal
24 Rules of Civil Procedure. The proposed Classes (the “Class”) that Plaintiff seeks to
25 represent is composed of and defined as:

- 26 a. “All persons in the United States who, within the applicable
27 statute of limitations, purchased a lifetime vehicle service
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contract which FCA terminated based on FCA’s termination of the owner’s lifetime limited powertrain warranty.”

b. “All persons in California who, within the applicable statute of limitations, purchased a lifetime service contract which FCA terminated based on FCA’s termination of the owner’s limited powertrain warranty.”

30. Excluded from the Class are governmental entities, Defendants, any entity in which Defendants have a controlling interest, and Defendant’s officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, assigns, individuals bound by any prior settlement, and any judgment, justice, or judicial officer presiding over this matter.

31. This action is brought as a class action pursuant to the provisions of Federal Rule of Civil Procedure 23(a)(1)-(4) and 23(b)(1)-(3). This action satisfies the numerosity, typicality, adequacy, predominance and superiority requirements of those provisions.

32. The Class is so numerous that the individual joinder of all of its members is impractical. While the exact number and identities of Class members are unknown to Plaintiff at this time, Plaintiff is informed and believes the Class includes thousands of members. Plaintiff alleges that the Class may be ascertained from the records maintained by Defendants. (Rule 23(a)(1).)

33. Common questions of fact and law exist as to all members of the Class that predominate over any questions affecting only individual members of the Class. These common legal and factual questions, which do not vary from class member to class member, and which may be determined without reference to the individual circumstances of any class member, include, but are not limited to, the following:

a. Whether FCA was entitled to terminate lifetime service contracts based on the termination of the lifetime limited powertrain

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warranty pursuant to the 5-year inspection requirement in the powertrain;

- b. Whether FCA breached the lifetime service contracts;
- c. Whether Plaintiff and Class Members are entitled to damages, equitable, legal or injunctive relief; and
- d. Whether Plaintiff and Class Members are entitled to attorneys' fees and costs.

34. Plaintiff's claims are typical of the claims of each class member. Plaintiff, like all other members of the class, is an original purchaser of a Chrysler vehicle which included a lifetime limited powertrain warranty which FCA cancelled and Plaintiff, like other members of the class, purchased a lifetime service contract which Fiat cancelled based on FCA's cancellation of the powertrain warranty.

35. Plaintiff will fairly and adequately represent the interests of the class members and has retained competent counsel experienced in class action litigation. There are no conflicts between the claims of Plaintiff and the class members.

36. A class action is superior to other methods of adjudication applicable to this dispute. The damages suffered by individual class members are small compared to the burden and expense of individual prosecution of the complex and extensive litigation required to address FCA's conduct. Individualized litigation would also increase the delay and expense to all parties and to the court system associated with complex legal and factual issues and present a potential for inconsistent judgments. This class action also allows the assertion of claims which might otherwise go unasserted because of the expense of bringing individual lawsuits and provides a fair and efficient method of adjudication.

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**FIRST CLAIM FOR RELIEF
BREACH OF CONTRACT**

(On behalf of a Nationwide Class or Alternatively a California Class)

37. Plaintiff hereby incorporates paragraphs 1-36 as if set forth in full herein.

38. The service contract cannot be cancelled based upon the termination of the powertrain warranty if the owner fails to obtain the 5-year inspection required by the powertrain warranty.

39. Because the lifetime powertrain warranty and service contracts are uniform, FCA has uniformly breached every service contract nationwide by automatically terminating lifetime service contracts based upon the termination of the powertrain warranty if the owner fails to obtain the 5-year inspection.

40. By eliminating the service contracts, FCA eliminates all lifetime labor costs and transfers the labor costs to owners who were promised free lifetime labor. This transfer results in damages to the vehicle owners and a windfall to FCA because FCA is no longer paying the labor costs it agreed to pay as part of FCA's purchase of Chrysler's assets.

41. FCA's elimination of free lifetime parts also results in a windfall to FCA and damages vehicle owners. By terminating the service contracts which provide free lifetime parts, Fiat eliminates inventory losses and charges vehicle owners for parts it was required to provide for free as part of FCA's purchase of Chrysler's assets.

**SECOND CLAIM FOR RELIEF
BREACH OF WARRANTIES**

(On behalf of a Nationwide Class, or Alternatively, a California Class)

42. Plaintiff hereby incorporates Paragraphs 1-41 as if set forth in full herein.

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43. The Lifetime Service Contract is an affirmation of fact or promise that so long as the purchaser owns the vehicle subject to the service contract, FCA will repair or replace all components and parts listed in the service contract for the lifetime of the vehicle.

44. The Lifetime Service Contracts purchased by vehicle owners were part of the basis of the bargain on every vehicle sold for which a service contract was purchased at an additional cost by the purchaser.

45. Fiat has breached the Lifetime Service Contract as alleged in Paragraphs 38 and 39 of Plaintiff’s First Claim for Relief and Plaintiff has been damaged by the breach as alleged in Paragraphs 40-43 of Plaintiff’s First Claim for Relief which are incorporated by this reference.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- 1. For an order certifying that the action may be maintained as a Class Action as defined herein and appointing Plaintiff and his counsel of record to represent the defined Class;
- 2. For damages according to proof;
- 3. For prejudgment interest to the extent allowed by law;
- 4. For costs of suit incurred herein; and
- 5. For such other and further relief as the Court deems appropriate.

Dated: July 21, 2022 CARROLL, KELLY, TROTTER & FRANZEN

By: /s/ Steven J. Wysocky
Michael J. Trotter, Esq.
Steven J. Wysocky, Esq.
Attorneys for Plaintiff Donald Hall

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all claims so triable.

Dated: July 21, 2022

CARROLL, KELLY, TROTTER & FRANZEN

By: /s/ Steven J. Wysocky
Michael J. Trotter, Esq.
Steven J. Wysocky, Esq.
Attorneys for Plaintiff Donald Hall

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CERTIFICATE OF SERVICE

I hereby certify that on July 21, 2022, I electronically filed the foregoing document using the CM/ECF system which will send notification of such filing to the e-mail addresses registered in the CM/ECF system, as denoted on the Electronic Mail Notice List.

/s/ Katherine Maguire

KATHERINE MAGUIRE

EXHIBIT “A”

to First Amended Complaint

Warranty

EXHIBIT “A”

△

DESCRIPTION	1 Yr/ 12,000	2 Yr/ 24,000	3 Yr/ 36,000	3 Yr/ 50,000	3 Yr/ Unlmtd	5 Yr/ 50,000	5 Yr/ 100,000	7 Yr/ 70,000	7 Yr/ 100,000	8 Yr/ 80,000	Lifetime
Basic Limited Warranty Coverage											
Special Extended Warranty Coverage											
Anti-Corrosion Perforation Limited Warranty: All Panels											
Outer Panels											
Powertrain Limited Warranty											
Federal Emission Warranty											
Federal Emission Warranty- Specified Comp.											
California Emission Warranty											
California Emission Warranty - Specified Comp.											

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1. Your Legal Rights Under These Limited Warranties

The warranties contained in this booklet are the only express warranties that Chrysler Motors LLC ("Chrysler") makes for your vehicle. **These warranties give you specific legal rights. You may also have other rights that vary from state to state.** For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by the express written warranties contained in this booklet.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and Chrysler completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

1.1 Incidental and Consequential Damages Not Covered

Your warranties don't cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward.

Examples of such damages include:

- lost time;
- inconvenience;
- the loss of the use of your vehicle;
- the cost of rental vehicles, gasoline, telephone, travel, or lodging;
- the loss of personal or commercial property; and
- the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

2. What's Covered Under Chrysler Motors LLC's Warranties

2.1 Basic Limited Warranty

A. Who Is Covered?

You are covered by the Basic Limited Warranty if you are a purchaser for use of the vehicle.

B. What's Covered

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any item on your vehicle when it left the manufacturing plant that is defective in material, workmanship or factory

preparation. There is no list of covered parts since the only exception are tires and Unwired headphones. You pay nothing for these repairs. These warranty repairs or adjustments — including all parts and labor connected with them — will be made by your dealer at no charge, using new or remanufactured parts.

C. Items Covered by Other Warranties

The following are covered by separate warranties offered by their makers. They are **not covered** by the Basic Limited Warranty:

- tires;
- Unwired headphones; or

- items added or changed after your vehicle left the manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion.

Be sure you get a copy of any warranty that applies to these items from your dealer, or from the maker of the product. You can find the tire and Unwired headphone warranty statements in your Owner's Literature Package.

D. Towing Costs Are Covered Under Certain Circumstances

The Basic Limited Warranty covers the cost of towing your vehicle to the nearest Chrysler, Dodge or Jeep dealer if your vehicle can't be driven because a

covered part has failed. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

E. When It Begins

The Basic Limited Warranty begins on either of the following dates, whichever is earlier:

- the date you take delivery of the vehicle; or
- the date when the vehicle was first put into service — for example, as a dealer "demo" or as a Chrysler company vehicle.

F. When It Ends

The Basic Limited Warranty lasts for 36 months from the date it begins or for 36,000 miles on the odometer, whichever occurs first. But the following items are covered only for 12 months or for 12,000 miles on the odometer, whichever occurs first:

- brakes (rotors, pads, linings, and drums);
- wiper blades;
- clutch discs or modular clutch assembly (as equipped);
- windshield and rear window; and
- wheel alignment and wheel balancing

G. Registration and Operation Requirements

The Basic Limited Warranty covers your vehicle only if:

- it was built for sale in the U.S.;
- it's registered in the U.S.;
- it's driven mainly in the U.S. or Canada; and
- it's operated and maintained in the manner described in your Owner's Manual.

**H. If Your Vehicle Leaves the United States
(We Include U.S. Possessions and Territories
as Part of the United States for Warranty
Purposes):**

**EXCEPT WHERE SPECIFICALLY REQUIRED
BY LAW, THERE IS NO WARRANTY
COVERAGE ON THIS VEHICLE IF IT IS
SOLD IN OR REGISTERED IN COUNTRIES
OTHER THAN THE UNITED STATES.**

This policy does not apply to vehicles that have received authorization for export from Chrysler. Dealers may not give authorization for export. You should consult an authorized dealer to determine this vehicle's warranty coverage if you have any questions.

This policy does not apply to vehicles registered to U.S. government officials or military personnel on assignment outside of the United States.

2.2 Corrosion Warranty

A. Who Is Covered?

You are covered if you are a purchaser for use of the vehicle.

B. What's Covered

This warranty covers the cost of all parts and labor needed to repair or replace any sheet metal panels that get holes from rust or other corrosion. If a hole occurs because of something other than corrosion, this warranty does not apply. Cosmetic or surface corrosion — resulting, for example, from stone chips or scratches in the paint — is not covered. For more details on what isn't covered by this warranty, see 3.5.

C. How Long It Lasts

This warranty starts when your Basic Limited Warranty begins under 2.1(E).

This warranty has two time-and-mileage limits:

- For sheet metal panels, the limit is 36 months, with no mileage limit.
- For an outer-body sheet metal panel — one that is finish-painted and that someone can see when walking around the vehicle — the limits are 5 years or 100,000 miles on the odometer, whichever occurs first.

**2.3 Restraint System Limited Warranty
(Vehicles sold and registered in the
State of Kansas only)**

For vehicles sold and registered in the State of Kansas, seatbelts and related seatbelt components are warranted against defects in workmanship and materials for 10 years, regardless of mileage. This warranty does not cover replacement of seatbelts and related components required as the result of collision.

2.4 Lifetime Powertrain Limited Warranty

A. Who Is Covered?

You are covered by the Lifetime Powertrain Limited Warranty if you are the first registered owner or lessee for use of the vehicle sold and delivered on or after July 26, 2007. Subsequent owners or lessees, even if they are within the same family or business, are not covered.

B. What's Covered

The Lifetime Powertrain Limited Warranty covers the cost of all parts and labor needed to repair a powertrain component listed in section 2.4.E below that is defective in workmanship and materials. There is no coverage for towing in the event of disablement.

C. When It Begins

The Lifetime Powertrain Limited Warranty begins at the end of the Basic Limited Warranty.

D. Excluded Vehicles

SRT vehicles, Sprinter vehicles, diesel equipped vehicles, and all Ram Cab/Chassis vehicles are not covered. Vehicles used as a police, taxi, limousine, postal delivery vehicle, ambulance, rental and government vehicles are not covered by the Lifetime Powertrain Limited Warranty.

E. Parts Covered

The Lifetime Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by Chrysler Motors LLC:

Gasoline Engine: cylinder block and all internal parts; cylinder head assemblies; timing case, timing chain, timing belt, gears and sprockets; vibration damper; oil pump; water pump and housing; intake and exhaust manifolds; flywheel with starter ring gear; core plugs; valve covers; oil pan; turbocharger housing and internal parts; turbocharger wastegate actuator; supercharger; serpentine belt tensioner; seals and gaskets for listed components only.

Transmission: transmission case and all internal parts; torque converter; drive/flex plate; transmission range switch; transmission control module; bell housing; oil pan; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive: transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; oil pan; transaxle speed sensors; transaxle solenoid assembly; PRNDL position switch; transaxle electronic controller; torque converter; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

All Wheel Drive (AWD): power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; driveshaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim, seals and gaskets for listed components only.

Rear Wheel Drive: rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; seals and gaskets for listed components only.

Four-Wheel Drive (4X4): transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints and yokes; disconnect housing assembly; seals and gaskets for the listed components only.

F. When Lifetime Powertrain Limited Warranty Does Not Apply

You are not covered by the Lifetime Powertrain Limited Warranty if you are a second or subsequent owner of the vehicle.

G. Inspections

In order to maintain the Lifetime Powertrain Limited Warranty, the person or entity covered by this Powertrain Limited Warranty must have a powertrain inspection performed by an authorized Chrysler, Dodge, or Jeep dealer once every 5 years. This inspection will be performed at no charge. The inspection must be made within sixty (60) days of each 5 year anniversary of the in-service date of the vehicle. You must have the inspection performed to continue this coverage.

For your convenience, powertrain inspection logs have been provided. You should use these logs to keep track of each 5 year powertrain inspection interval.

H. Other Provisions of This Powertrain

Limited Warranty

All other terms of the New Vehicle Limited Warranty including the Section 1 (Your Rights Under These Limited Warranties) and Section 3 (What's Not Covered) apply to this Powertrain Limited Warranty.

**Powertrain Limited Warranty Inspection
Five Year Inspection Interval**

Powertrain inspected

Odometer Reading

Date

Repair Order #

Dealer Code

Authorized Dealership Name

Print Name of Authorized Dealership Personnel

Signature of Authorized Dealership Personnel

**Powertrain Limited Warranty Inspection
Ten Year Inspection Interval**

Powertrain inspected

Odometer Reading

Date

Repair Order #

Dealer Code

Authorized Dealership Name

Print Name of Authorized Dealership Personnel

Signature of Authorized Dealership Personnel

**Powertrain Limited Warranty Inspection
Fifteen Year Inspection Interval**

Powertrain inspected

Odometer Reading

Date

Repair Order #

Dealer Code

Authorized Dealership Name

Print Name of Authorized Dealership Personnel

Signature of Authorized Dealership Personnel

**Powertrain Limited Warranty Inspection
Twenty Year Inspection Interval**

Powertrain inspected

Odometer Reading

Date

Repair Order #

Dealer Code

Authorized Dealership Name

Print Name of Authorized Dealership Personnel

Signature of Authorized Dealership Personnel

**Powertrain Limited Warranty Inspection
Twenty Five Year Inspection Interval**

Powertrain inspected

Odometer Reading Date

Repair Order # Dealer Code

Authorized Dealership Name

Print Name of Authorized Dealership Personnel

Signature of Authorized Dealership Personnel

**Powertrain Limited Warranty Inspection
Thirty Year Inspection Interval**

Powertrain inspected

Odometer Reading Date

Repair Order # Dealer Code

Authorized Dealership Name

Print Name of Authorized Dealership Personnel

Signature of Authorized Dealership Personnel

3. What's Not Covered

3.1 Modifications Not Covered

A. Some Modifications Don't Void the Warranties But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are:

- installing non-Chrysler Motors LLC ("Chrysler") parts, components, or equipment (such as a non-Chrysler radio or speed control); and
- using special non-Chrysler materials or additives.

But your warranties don't cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor do they cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-Chrysler parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-Chrysler parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- installing accessories — except for genuine Chrysler / MOPAR accessories installed by an authorized Chrysler, Dodge or Jeep dealer;
- applying rustproofing or other protection products;

- changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or
- using any refrigerant that Chrysler has not approved.

B. Modifications That WILL Void Your Warranties

These actions will void your warranties:

- disconnecting, tampering with, or altering the odometer will void your warranties, unless your repairing technician follows the legal requirements for repairing or replacing odometers; or
- attaching any device that disconnects the odometer will also void your warranties.

3.2 Environmental Factors Not Covered

Your warranties don't cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor do your warranties cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranties do not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

3.3 Maintenance Costs Not Covered

Your warranties don't cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranties don't cover the costs of your vehicle's normal or scheduled maintenance — the parts and services that all vehicles routinely need. Some of these parts and services, which your warranties don't cover, include:

- lubrication;
- engine tune-ups;
- replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair);
- cleaning and polishing; and
- replacing worn wiper blades, worn brake pads and linings, or clutch linings.

3.4 Racing Not Covered

Your warranties don't cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects that are found as the result of participating in a racing event.

- corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by Chrysler.

3.5 Certain Kinds of Corrosion Not Covered

Your warranties don't cover the following:

- corrosion caused by accident, damage, abuse, or vehicle alteration;
- surface corrosion caused by such things as industrial fallout, sand, salt, hail, and stones;
- corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and

3.6 Other Exclusions

Your warranties don't cover the costs of repairing damage or conditions caused by any of the following:

- fire or accident;
- abuse or negligence;
- misuse — for example, driving over curbs or overloading;
- tampering with the emission systems, or with a part that could affect the emission systems;

- use of used parts, even if they were originally supplied by Chrysler (however, authorized Chrysler / MOPAR remanufactured parts are covered);
- windshield or rear window damage from external objects;
- any changes made to your vehicle that don't comply with Chrysler; or
- using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

3.7 Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if:

- the vehicle is declared to be a total loss by an insurance company;
- the vehicle is rebuilt after being declared to be a total loss by an insurance company; or
- the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

Chrysler will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

3.8 Restricted Warranty

Your warranties can also be restricted by Chrysler. Chrysler may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by Chrysler before covered repairs are performed.

4. Other Terms of Your Warranties

4.1 Exchanged Parts May Be Used in Warranty Repairs

In the interest of customer satisfaction, Chrysler Motors LLC ("Chrysler") may offer exchange service on some vehicle parts. This service is intended to reduce the amount of time your vehicle is not available for your use because of repairs. Parts used in exchange service may be new, remanufactured, reconditioned, or repaired, depending on the part involved.

All exchange parts that might be used meet Chrysler standards, and have the same warranties as new parts.

Examples of the kinds of parts that might be serviced in this way are:

- engine assemblies;
- transmission assemblies;
- instrument cluster assemblies;
- radios, tape, CD and DVD players;
- speedometers; and
- powertrain control modules.

To help control suspected ozone-depleting agents, the EPA requires the capture, purification, and reuse of automotive air-conditioning refrigerant gases. As a result, a repair to the sealed portion of your air-conditioning system may involve the installation of purified reclaimed refrigerant.

4.2 Pre-Delivery Service

A defect in or damage to the mechanical, electrical, sheet-metal, paint, trim, and other components of your vehicle may have occurred at the factory or while it was being shipped to the dealer.

Such a defect or damage is usually detected and corrected at the factory. In addition, dealers must inspect each vehicle before delivery. They repair any defects or damage detected before the vehicle is delivered to you.

4.3 Production Changes

Changes may be made in vehicles sold by Chrysler and its dealers at any time without incurring any obligation to make the same or similar changes on vehicles previously built or sold.

4.4 Governing Law and Other Terms

All of the warranties, except for the Federal Emissions and noise warranty and the California Emissions warranties, are made under Michigan law, and Michigan law will be used to interpret them. Punitive, exemplary or multiple damages may not be recovered unless applicable state or local law prohibits their disclaimer. No person, including Chrysler employees or dealers may modify or waive any part of these warranties.

5. Emission Warranties Required By Law

5.1 Federal Emission Warranty

A. Parts Covered for 2 Years or 24,000 Miles

Federal law requires Chrysler Motors LLC ("Chrysler") to warrant the following emissions parts for 2 years or 24,000 miles, whichever occurs first. Chrysler covers all of these parts under the Basic Limited Warranty for 3 years or 36,000 miles, whichever occurs first.

- Air system controls;
- distributor and its components;
- electronic fuel injection system, including injector;
- evaporative-emission canister and controls;
- exhaust manifold;
- exhaust gas recirculation valve and control system;
- exhaust pipes (between exhaust manifold and catalyst);
- fuel cap and tank assembly, pump, and fuel lines;
- ignition coil and ignition module;
- intake manifold;
- on-board diagnostic-system components;
- oxygen sensors;

- positive crankcase-ventilation (PCV) valve or orifice;
- secondary ignition wires;
- spark plugs;
- throttle body;
- transmission-control module;
- vacuum hoses, clamps, and fittings, as well as tubing used for these components;
- vacuum, temperature, altitude, speed, time-sensitive valves, sensors, and switches used in these components and systems.

B. Parts Covered for 8 years or 80,000 miles

If your vehicle has one of the following parts, this Federal Emission Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first.

These limits are counted from the time when your Basic Limited Warranty begins under 2.1(E). The covered parts are:

- catalytic converter; and
- powertrain control module.

C. Additional Emission Warranties

If your vehicle is equipped with a California Certified Emission Control System and is registered in California, Massachusetts, Maine, Vermont, Connecticut, Rhode Island, or Pennsylvania, the California Emission Warranty — described in Section 5.3 — also applies.

5.2 Emission Performance Warranty

This warranty supplements the federal warranty under 5.1. It lasts for 2 years or 24,000 miles on the odometer, whichever occurs first. If your vehicle has one of the following parts, catalytic converter and powertrain control module, this Federal Emission Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first. These limits are counted from the time when your Basic Limited Warranty begins under 2.1(E). The Emission Performance Warranty covers the cost of repairing or adjusting any components or parts that might be needed for your vehicle to pass Federal Emission Standards for a federally approved state or local emissions test, but only if:

- your vehicle has failed a federally approved state or local emissions test;
- your vehicle has been maintained and operated properly up until it fails such a test; and
- you face a real penalty — for example, a fine or the loss of the use of your vehicle — because the vehicle has failed the test.

Section 6.4 explains how to get service under this warranty.

5.3 California Emission Warranty

Your Warranty Rights and Obligations (Applies Only to Vehicles Certified for Sale and Registered in the State of California)

The California Air Resources Board is pleased to explain the emission control system warranty on your 2008 model vehicle. In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards. Chrysler Motors LLC ("Chrysler") must warrant the emission control system on your vehicle for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel-injection system, the ignition system, catalytic converter, and powertrain control module. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, Chrysler will repair your vehicle at no cost to you, including diagnosis, parts and labor.

MANUFACTURER'S WARRANTY COVERAGE

For 3 years or 50,000 miles, whichever first occurs:

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Chrysler to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.
2. If any emission-related part on your vehicle is defective, the part will be repaired or replaced by Chrysler. This is your short-term emission control system **DEFECTS WARRANTY**.

For 7 years or 70,000 miles, whichever first occurs:

1. If an emission-related part listed in this warranty booklet specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Chrysler. This is your long-term emission control system **DEFECTS WARRANTY**.

Owner's Warranty Responsibilities:

- As the vehicle owner, you are responsible for the performance of the **required maintenance listed in your owner's manual**. Chrysler recommends that you retain all receipts covering maintenance on your vehicle, but Chrysler

5.3 California Emission Warranty Contd.

cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

- You are responsible for presenting your vehicle to a Chrysler, Dodge or Jeep dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed **30 days**.
- As the vehicle owner, you should also be aware that Chrysler may deny your warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact the Chrysler Customer Assistance Center at (800) 992-1997 or the California Air Resources Board at 9480 Telstar Avenue, Suite 4, El Monte, CA 91731.

A. Parts and Performance Covered for 3 Years or 50,000 Miles, Whichever Occurs First

California law requires Chrysler to warrant that if any emission-related part on your vehicle is defective, Chrysler will repair or replace the part. The repair or replacement will be made at no charge to you for diagnosis, parts or labor. Any other parts damaged by the failure of a defective part will also be repaired or replaced.

5.3 California Emission Warranty Contd.

In addition, if your vehicle fails a smog check inspection, Chrysler will make all necessary repairs and adjustments to ensure that your vehicle passes the inspection.

Your emission control system may include parts such as the fuel injection system, ignition system, catalytic converter and powertrain control module. Also included may be hoses, belts, connectors and other emission-related assemblies.

B. Parts Covered for 7 Years or 70,000 Miles, Whichever Occurs First

Chrysler also warrants that every part listed below — if installed as original equipment — is free from defects. These parts are:

Minivan

- ABS control module - 3.3L V6 OH/3.8L V6 OH
- Plastic fuel tank assembly - 3.3L V6 OH/3.8L V6 OH
- Co-Extruded plastic fuel tank - 3.3L V6 OH/3.8L V6 OH

Where parts are scheduled for replacement as required maintenance, this warranty applies until the first scheduled maintenance point listed in the owner's manual.

6. How to Get Warranty Service

6.1 Where to Take Your Vehicle

A. In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes):

Warranty service must be done by an authorized Chrysler, Dodge or Jeep dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge or Jeep dealer.

B. In Canada and Mexico:

If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your Chrysler warranty still applies. Service may be requested at any authorized Chrysler, Dodge or Jeep dealership.

C. In a Foreign Country Outside of North America:

If you are traveling temporarily outside of North America, and your vehicle remains registered in the United States:

- You should take your vehicle to an authorized Chrysler, Dodge or Jeep dealer. They should give you the same warranty service you receive in the United States.

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- If the authorized dealership charges you for repairs which you feel should be covered under your warranty, please get a detailed receipt for the work done. Make sure that this receipt lists all warranty repairs and parts that were involved. (This receipt will be similar to the one used by the dealer who normally services your vehicle.)
- When your vehicle returns to the United States, contact the Chrysler Customer Assistance Center (section 7.2) for reimbursement consideration. You will normally need to provide a copy of the receipt, your vehicle registration and any other relevant documents.
- Reimbursement will not be considered if the vehicle does not return to the United States.

D. If You Move:

If you move to another country, be sure to contact the Chrysler Customer Assistance Center (section 7.2) and the customs department of the destination country before you move. Vehicle importation rules vary considerably from country to country. You may be required to present documentation of your move to Chrysler in order to continue your warranty coverage. You may also be required to obtain documentation from Chrysler in order to register your vehicle in your new country.

E. Notice:

If your vehicle is registered outside of the United States, and you have not followed the procedure set out above, your vehicle will no longer be eligible for warranty coverage of any kind. (Vehicles registered to United States government officials or military personnel on assignment outside of the U.S. will continue to be covered.)

6.2 How To Get Tow Service - U.S. or Canada Only *

A. What To Do:

If your vehicle requires towing due to a defect covered under the Basic Limited Warranty, dial toll-free 1-800-521-2779. Provide your name, vehicle identification number, license plate number, and your location, including the telephone number from which you are calling. Briefly describe the nature of the problem and answer a few simple questions.

You will be given the name of the service provider and an estimated time of arrival. If you feel you are in an "unsafe situation", please let us know. With your consent, we will contact local police or safety authorities.

B. If Unable to Contact 24-Hour Towing Assistance:

If you are unable to contact 24-Hour Towing Assistance and you obtain towing services on your own, you may submit your original receipts from the licensed towing or service facility, for services rendered within 30 days of the occurrence. Be sure to include your vehicle identification number, odometer mileage at the time of service and current mailing address. We will process the claim based on vehicle and service eligibility. If eligible, we will reimburse

* Towing services provided through Cross Country Motor Club, Inc., Medford, MA 02155, except in AK, CA, HI, OR, WI, and WY, where services are provided by Cross Country Motor Club of California, Inc., Medford, MA 02155.

you for the reasonable amounts you actually paid, based on the usual and customary charges for that service in the area where they were provided. Chrysler Motors LLC's determination relating to reimbursement are final. Correspondence should be mailed to:

**Chrysler Towing Assistance
P.O. Box 9145
Medford, MA 02155
Attention: Claims Department**

6.3 Emergency Warranty Repairs

If you have an emergency and have to get a warranty repair made by someone other than an authorized Chrysler, Dodge or Jeep dealer, follow the reimbursement procedure in 6.1(C).

6.4 Getting Service Under the Federal Emission Performance Warranties

A. What to Do

If your vehicle has failed an emissions test described in 5.2:

- Take it to an authorized Chrysler, Dodge or Jeep dealer as soon as possible.
- Give the service representative the printout showing that your vehicle failed the test.

- If possible, bring all service receipts, maintenance logs, and records proving that your vehicle has been properly maintained, since you may be required to show them.

B. Further Steps You Can Take, and How to Get More Information

If you think your dealer has wrongly denied you emission-warranty coverage, follow the steps described in 7.1. Chrysler will reply to you in writing within 30 days after receiving your complaint (or within the time limit required by local or state law). If the owner is not notified within 30 days that a performance warranty claim is denied, the manufacturer must repair the vehicle free of charge.

If you want more information about getting service under the Federal Emission Warranty or the

Performance Warranty, or if you want to report what you think is a violation of these warranties, you can contact:

Manager, Certification and Compliance
Division Warranty Claims
Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 6403J
Washington, D. C. 20460

6.5 Getting Service Under the California Emission Warranty

A. What to Do If You Fail a Smog Check

If a vehicle fails a state Smog Check test during the coverage period, Chrysler Motors LLC

("Chrysler") will repair the vehicle so that it will pass a State Smog Check re-test. The owner should take the vehicle to any authorized Chrysler, Dodge or Jeep dealer for warranty repairs and give a copy of the failed Smog Check test report to the dealer. If the owner is not notified within 30 days that a performance warranty claim is denied, the manufacturer must repair the vehicle free of charge.

B. What to Do to Get Warranty Service

To get warranty service -- even if you're traveling -- take your vehicle to any Chrysler, Dodge or Jeep dealer. (Chrysler recommends that you take your vehicle to a dealer who sells the same make of vehicle as yours.) That dealer will perform any warranty service without charging you for diagnosis, parts or labor.

C. Emergency Emission Warranty Service

If you need emergency service under this warranty and a Chrysler, Dodge or Jeep dealer is not readily available, you may have your vehicle repaired by anyone using any brand of repair parts. However, Chrysler recommends that you do the following before having repairs made:

- Contact the Chrysler Motors LLC Customer Assistance Center and ask for help with emission warranty service. (You'll find the address and telephone number of the Customer Assistance Center at 7.2.)
- The Customer Assistance Center will recommend an authorized servicing dealer or help you find a qualified independent servicing dealer.
- If you are going to have to use an independent servicing dealer, make arrangements during your first contact with the Customer Assistance Center

for getting reimbursed for emergency repairs (including labor and diagnosis). You will need to get and keep the replaced parts, as well as the original invoice marked "paid".

- You should review with the Customer Assistance Center any questions you have about the emission warranty. Reimbursement for parts will be based on Chrysler's suggested retail price. Reimbursement for labor will be based on Chrysler's recommended time allowance for the repair and on the appropriate hourly labor rate in the geographic area where you had the work done.

Before Chrysler will reimburse you for emergency repairs under this warranty, you will have to provide Chrysler with details on why the situation was an emergency and why dealer service was unavailable.

Under this warranty, an emergency occurs if a part will not be available within 30 days or if a repair can't be completed within 30 days.

D. How to Get More Information

If you want more information about getting service under the California Emission Warranty, you can contact one of the following:

Chrysler Motors LLC
Customer Assistance Center
(800)992-1997

California Air Resources Board
9480 Telstar Avenue, Suite 4
El Monte, California 91731

7. How to Deal with Warranty Problems

7.1 Steps to Take

A. In General

Normally, warranty problems can be resolved by your dealer's sales or service departments. That's why you should always talk to your dealer's service manager or sales manager first. But if you're not satisfied with your dealer's response to your problem, Chrysler Motors LLC ("Chrysler") recommends that you do the following:

Step 1: Discuss your problem with the owner or general manager of the dealership.

Step 2: If your dealership still can't resolve the problem, contact the Chrysler Customer Assistance Center. You'll find the address in section 7.2.

B. What Chrysler Will Do

Once you have followed the two steps described in 7.1(A), a Chrysler representative at Chrysler headquarters will review your situation. If it's something that Chrysler can help you with, Chrysler will provide your dealer with all the information and assistance necessary to resolve the problem. Even if Chrysler can't help you, Chrysler will acknowledge your contact and explain Chrysler's position.

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National Center for Dispute Settlement
Chrysler Motors LLC
Customer Arbitration Process
P.O. Box 560208
Dallas, TX 75356-0208

C. If Your Problem Still Isn't Resolved For Customers Residing in Arkansas, Idaho, Kentucky and Minnesota ONLY:

(NOTE: This Process is not available for residents of other states.)

If you can't resolve your warranty problem after following the two steps described in 7.1(A), and you live in Arkansas, Idaho, Kentucky or Minnesota ONLY, you can contact the Chrysler Motors LLC Customer Arbitration Process in your area.

You may obtain a brochure describing Chrysler Motors LLC's Customer Arbitration Process, including an application, by calling 1-800-992-1997. This service is strictly voluntary, and you may submit your dispute directly to the Customer Arbitration Process (CAP) at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

The CAP reviews only vehicle disputes involving Chrysler Motors LLC ("Chrysler") Limited Warranty or a Chrysler / Mopar Part Limited Warranty. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury/property damage claims, disputes relating to design of the vehicle or part, or disputes which are already the subject of litigation.

The CAP will need the following information from you: 1) Legible copies of all documents and repair orders relevant to your case, 2) Vehicle identification number of your vehicle, 3) A brief description of your unresolved concern, 4) The identity of your servicing/selling dealer,

5) The date(s) of repair(s) and mileage at the time, 6) Current mileage, and 7) A description of the action you expect to resolve your concern.

Upon receipt of your request:

- The National Center for Dispute Settlement (NCDS) will acknowledge receipt of your request, by mail, within ten (10) days, and advise you whether or not your dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction NCDS will request Chrysler and the dealer to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending NCDS or Chrysler may contact you to see if your case can be settled by agreement. If a settlement is offered to you, Chrysler will ask you to sign a form that contains that

settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.

- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a dealership near you.
- If you request a documents-only review, an NCDS panel will review and decide your case. Neither you, the dealer nor Chrysler need be present.
- NCDS will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the dealer or Chrysler and the time by which the action must be taken. The decision will be binding on the dealer and Chrysler but not on you unless you accept the decision.

- If any action is required on the part of the dealer or Chrysler you will be contacted within ten (10) days after the date by which the dealer or Chrysler must act to determine whether performance has been rendered.
- The entire dispute settlement process will normally take no longer than 40 days.
- The CAP dispute settlement procedure does not take the place of any state or Federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

D. Notice Under State Lemon Laws

Some states have laws allowing you to get a replacement vehicle or a refund of the vehicle's purchase price under certain circumstances. These

laws vary from state to state. If your state law allows, Chrysler requires that you first notify us in writing of any service difficulty that you may have experienced so that we can have a chance to make any needed repairs before you are eligible for remedies provided by these laws.

In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to the Chrysler Customer Assistance Center at the address in 7.2.

7.2 Helpful Addresses and Telephone Numbers

Here are the addresses and telephone numbers of the Chrysler Customer Assistance Center that can help you wherever you happen to be. Contact the one that covers your area:

- **In the United States:**

- **Chrysler Customer Assistance Center**

- P.O. Box 21-8004

- Auburn Hills, Michigan 48321-8004

- Phone: (800) 992-1997

- **To contact Chrysler by email,**

- simply access the following websites:

- www.chrysler.com (click on the "Contact Chrysler" button)

- www.dodge.com (click on the "Contact Us" button)

- **In Canada:**

- **Chrysler Canada, Inc.**

- **Customer Service**

- Chrysler Centre

- P.O. Box 1621

- Windsor, Ontario N9A-4H6

- Phone: (800) 465-2001

- **In Mexico, contact the Customer Relations Office for Chrysler, Jeep and Dodge vehicle at:**

- 1240 Prolongacion Paseo de la Reforma Av.

- Santa Fe, C.P. 05109

- Deleg. Cuajimalpa, Mexico

- Phone (in Mexico): (015) 5081-7568

- Phone (outside Mexico): (800) 505-1300

- **In Puerto Rico and U.S. Virgin Islands: Customer Service**

- Chrysler International Services, S.A.

- Box 191857

- San Juan, Puerto Rico 00919-1857

- Phone: (787) 782-5757

- Fax: (787) 782-3345

8. Optional Service Contract

Chrysler Motors LLC's or Chrysler Service Contract Company LLC's optional service contracts offer valuable protection against repair costs when these warranties don't apply. They complement but don't replace the warranty coverages outlined in this booklet. Several plans are available, covering various time-and-mileage periods and various sets of components. (Service contracts aren't available if you live in a U.S. possession or territory.) Ask your dealer for details.

9. Maintenance

9.1 General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and Chrysler Motors LLC ("Chrysler") concerning your maintenance of your vehicle, Chrysler will require you to provide proof that your vehicle was properly maintained.

For your convenience, Chrysler has prepared a Maintenance Log which is included in this book. You should use this Maintenance Log to keep track of scheduled maintenance, either by routinely having the repairs entered in your Maintenance Log, or by keeping receipts or other documentation of work you've had done on your vehicle in your Maintenance Log.

9.2 Where To Go For Maintenance

Chrysler recommends that you return to the dealer from whom you bought your vehicle for all maintenance service both during and after the warranty periods. Although you can get warranty service from any dealer who sells your particular make, returning to your selling dealer will help ensure that all your service needs are met and that you're completely satisfied. The dealership technicians are specifically trained to proficiently perform maintenance and repair procedures on your Chrysler Motors LLC vehicle.

Authorized Chrysler, Dodge or Jeep dealers will help ensure that all your service needs are met and that you're completely satisfied. Chrysler strongly recommends you use genuine Chrysler / MOPAR parts to maintain your vehicle.

EXHIBIT “B”

to First Amended Complaint

Service Contract

EXHIBIT “B”



SERVICE CONTRACT # 32680898

Issued To: DONALD HALL

VEHICLE IDENTIFICATION NUMBER: 1J8GN58K28W176908

Your vehicle is covered by:

- LIFETIME MAXIMUM CARE
(Option Code: LPM100N Form Num: 07L4MCAC)

LIFETIME MAXIMUM CARE

EFFECTIVE: 12/08/2007

SELLING DEALER: 26712 LONG BEACH CHRY-JEEP INC

(STATE OF CALIFORNIA)

Glossary of Terms

DEFINITIONS: The following are key words which are included in these Provisions which have particular meaning:

- *you, your - Means "you" the Plan purchaser
- *we, us, our - If you purchased a Chrysler Vehicle, means "Chrysler LLC"; if you purchased another vehicle, means "Chrysler Service Contracts Inc."
- *Plan - Means this "LIFETIME MAXIMUM CARE" which is a Service Contract
- *Dealer - Means "Authorized Chrysler Dealer"
- *Chrysler Vehicle - Means "Chrysler, Dodge or Jeep brand vehicles only"

A SERVICE CONTRACT: This Plan is a service contract between you and us. It protects you against major repair bills should a component covered by the Plan fail in normal use. This Plan is not part of the vehicles' factory warranty. We are solely responsible (liable) for fulfillment of the provisions of the Plan.

Except as otherwise provided in this Plan, we will provide to you all of the covered services and covered functional parts that may be necessary to maintain proper operation of the entire product under normal operation and services for the duration of the service contract and without additional charge.

IMPORTANT! The maximum reimbursable amount should a covered component fail will be THE TOTAL COST OF THE REPAIRS, PER VISIT, LESS THE DEDUCTIBLE, OR THE CASH VALUE OF THE VEHICLE WHICHEVER IS LESS! The cash value of the vehicle will be determined by the average retail value as listed in the current NADA Used Car Pricing Guide. In situations where the repairs costs exceed the cash value of the vehicle, the remainder of the Plan coverage will be cancelled.

PLAN PROVISIONS: These are your Plan Provisions. You may place them in your glove compartment. You may present these provisions to the servicing dealer when requesting plan service, however, they are not necessary in order to obtain service. Your servicing dealer can obtain plan information through the Chrysler network.

This issuance of Plan Provisions by us shall not be deemed as a waiver of our right, or considered a restriction of our right to refuse to pay for service and/or to cancel the Plan should it subsequently be discovered that the vehicle for which the Plan was purchased was not eligible for Plan coverage.

NOTE: In addition to your service contract, your vehicle is also covered by your vehicle's factory warranty and Lifetime Powertrain Warranty. For warranty coverage details, please refer to your warranty information booklet. **THIS PLAN DOES NOT COVER ANY REPAIR WHICH IS COVERED BY THE VEHICLE'S FACTORY WARRANTY AND LIFETIME POWERTRAIN WARRANTY.**

OBTAINING PLAN SERVICE: Plan service will be provided or assisted by the Dealer who sold you the Plan, at his place of business, *using new or authorized remanufactured parts*. In the event you cannot return to the selling Dealer for service, you may request service from any Chrysler, Dodge or Jeep Dealer within the 50 States, the District of Columbia, Canada, Guam, Puerto Rico or Mexico.

IMPORTANT! PLAN SERVICE OBTAINED FROM OTHER THAN A CHRYSLER, DODGE OR JEEP DEALER IS NOT REIMBURSABLE UNLESS AUTHORIZED BY CHRYSLER SERVICE CONTRACTS BEFORE THE SERVICE IS PERFORMED. DEALERS CANNOT AUTHORIZE REPAIRS.

ELIGIBLE VEHICLES: Only domestic 2006 to current model year Chrysler vehicles (excludes Viper, all SRT vehicles, Sprinter, diesel equipped vehicles and all Ram Cab/Chassis vehicles) covered by a minimum of **BOTH** a 3/36 Basic Warranty **AND** Lifetime Powertrain Warranty are eligible within 48 months of the in-service date and 48,000 miles.

IMPORTANT! The following vehicles are **not** eligible for a Chrysler Service Contract: Vehicles equipped with right hand drive; Motor Homes; Vehicles placed in taxi or limousine service (except vehicles placed in van pool service); vehicles used for emergency service, ambulance, towing or police service; vehicles used for postal, dump truck or severe off-road use; vehicles converted from two to four-wheel drive; vehicles altered or converted from the original manufacturer's specifications; vehicles not used in accordance with manufacturer's specifications for payload and/or towing capacity; vehicles equipped with a diesel engine; vehicles that operate on other than Gasoline Fuel Systems (i.e. diesel, natural gas, electric, hybrid gas / electric vehicles); vehicles with a gross weight (G.V.W.) of over 14,000 pounds; vehicles where the factory warranty has been voided or restricted by the manufacturer; vehicles that have been declared to be a total loss by any insurance company, is rebuilt after being declared a total loss, or is issued a title indicating that it is designated as 'salvage', 'junk', 'rebuilt' or words of similar impact.

WHEN PLAN COVERAGE STARTS AND ENDS: Trip Interruption starts on the date you purchase the Plan. Car Rental starts on the date you purchase the Plan, and covers those repair instances when a replacement vehicle is not otherwise provided. **ROADSIDE ASSISTANCE TOWING AND REPAIR COVERAGE START WHEN THE VEHICLE'S FACTORY WARRANTY EXPIRES.**

This plan offers mechanical coverage as specified to the named original purchaser or retail lessee of the vehicle **only**, for the lifetime of that original purchaser or retail lessee. The plan ends upon the death of that original purchaser or retail lessee or upon the transfer or sale of the vehicle. The plan ends even if the transfer occurs by operation of law, such as to a lienholder, family member through succession, or successor business.

TRIP INTERRUPTION, FIRST DAY RENTAL/CAR RENTAL ALLOWANCE, TOWING, AND ROADSIDE ASSISTANCE EXPIRE AT 7 YEARS OR 100,000 MILES ON THE ODOMETER, WHICHEVER OCCURS FIRST.

\$100.00 DEDUCTIBLE: You are responsible to pay only the first \$100.00 of the total cost of covered component repairs performed during each repair visit. Repairs not covered by the Plan are your responsibility. You may be required to pay state and local taxes in addition to the deductible.

COVERAGE UNDER THE PLAN: WHAT IS COVERED? The plan will pay the total cost (parts and labor) less a deductible per visit, to correct any of the following mechanical failures, caused by a defect in materials or workmanship of a covered component and are not covered by the vehicle's factory warranty. The only exceptions are those listed under "What is not covered by the Plan".

This plan offers comprehensive mechanical coverage for your vehicle. COMPONENTS COVERED BY THE PLAN INCLUDE (BUT ARE NOT LIMITED TO):

STEERING: Steering Gear Housing and all Internal Parts; Power Steering Gear; Power Steering Pump; Steering Shaft Lower Coupling; Rack and Pinion Assembly; Seals and Gaskets.

AIR CONDITIONING: Factory or Manufacturer-authorized air conditioning installations only. Air Conditioning Compressor, Clutch, Coil, Condenser, Evaporator, Receiver-Drier, Expansion Valve, Hoses and Lines, Low Pressure Cut-off Switch, High Pressure Cut-off Switch, Clutch Cycling Switch, Instrument Panel Control Assembly, Power Module, Air Conditioning/Heater Blower Motor; Seals and Gaskets.

ENGINE COOLING & FUEL: Cooling Fan, Clutch and Motor; Radiator; Coolant Temperature Switch; Fuel Pump; Water Pump and Housing; Fuel Tank Sending Unit; Fuel Tank and Lines; Serpentine Belt Tensioner; Seals and Gaskets.

FRONT SUSPENSION: Struts, Strut Mounting Plates; Bushings and Bearings; Upper and Lower Control Arms; Control Arm Shafts; Control Arm Bushings; Upper and Lower Ball Joints; Front Wheel Bearings.

REAR SUSPENSION: Rear Leaf Springs; Rear Coil Springs; Auxiliary Springs; Spring Interliner; Spring Bushing; Spring Shackles; U-Bolt Rear Spring; Spring Hanger; Axle Trac Bar; Lateral Link Arm; Shock Mount Plate; Rear Trailing Arm Assembly; Stabilizer/Sway Bar Link; Stabilizer/Sway Bar Bushing.

BRAKES: Master Cylinder, Assist Booster; Wheel Cylinders; Disc Brake Calipers and Pistons; Brake Lines, Hoses, Fittings; Proportioning Valve; Seals and Gaskets.

NOTE: BRAKE SHOES, PADS, ROTORS, AND DRUMS ARE NOT COVERED AT ANY TIME.

ANTI-LOCK BRAKES (ABS): Brake System's Hydraulic Assembly; Pump Motor Assembly; Controller; Sensors and Relays; Seals and Gaskets.

ELECTRICAL: Starter Motor and Solenoid; Alternator/Generator; Single Board Engine Controller (SBEC); Powertrain Control Module; Distributor; Ignition Coil; Coil Pack Assembly; Voltage Regulator; Horn and Horn Pad; Transmission Control Module; All Wiring Harnesses; Electronic Fuel Injection System(excluding clogged injectors); Windshield Wiper Motor; Rear Window Wiper Motor; Wiper Control Module; Manually Operated Electrical Switches; Neutral Safety Switch; Temperature Sending Unit/Switch; Oil Pressure Sending Unit/Switch; Body Computer; Body Control Module; Factory Installed Radio and Speakers (Includes CD and Tape Player).

NOTE: ANY REMOTE TRANSMITTER IS NOT COVERED AT ANY TIME.

INSTRUMENTATION: Electronic Instrument Cluster; Amp/Voltmeter Gauge; Fuel Gauge; Temperature Gauge; Tachometer; Oil Pressure Gauge; Turbo Gauge; Speedometer.

POWER GROUP: Rear Window Defroster; Power Window Motors; Power Window Flex Track; Power Antenna; Power Seat Motors; Power Door Locks and Linkage.

LUXURY GROUP: Keyless Entry Receiver/Module; Trip Computer; Message Center; Overhead Electronic Vehicle Information Center; Overhead Electronic Compass/Temperature; Power Sunroof Motor; Convertible Top Motor; Electric Mirror Motor and Controls; Cruise Control Servo; Headlight Door Motor; Concealed Headlamp Module; Latches.

NOTE: ANY REMOTE TRANSMITTER IS NOT COVERED AT ANY TIME.

MOPAR ACCESSORIES: The following Mopar accessories are covered provided they were installed by a Chrysler authorized facility; Audio Systems (including Sirius Satellite Radio, Compact Disc and Cassette Players); Speed Control; EVS (Security Systems); Clocks; Remote Trunk Release; Power Sliding Rear Window Assembly (trucks); Transmission Oil Cooler; Rear Seat Video Entertainment Systems.

TRIP INTERRUPTION: The Plan will pay up to \$1,000 for lodging, meals, and emergency transportation such as taxi, bus, or airline for you and your family if (1) your vehicle is inoperable due to a failure covered under this Plan or under the factory warranty, and (2) you are more than 100 miles from the address of record. Lodging, meals and car rental receipts must accompany a copy of repair bill and must be mailed to Chrysler Service Contracts, P.O. Box 2700, Troy, Michigan 48007-2700.

FIRST DAY RENTAL: Coverage starts on the date you purchase the Plan and is not subject to a deductible. First Day Rental Allowance provides \$35.00 car rental allowance if the vehicle is to be serviced for any same day mechanical repair or maintenance service.

NOTE: Excludes rental for bodywork to the exterior sheet metal/composite panel or frame collision repairs.

RENTAL ALLOWANCE: Rental Allowance will pay up to \$35.00 per day for a rental any time repairs take overnight, and a component covered by the Plan or the manufacturer's Basic Warranty falls.

The Plan will not pay for rental charges for a vehicle that is awaiting service or parts unless the vehicle is inoperable due to a mechanical failure of a covered component, or unless continued operation would cause further damage.

The rental vehicle must be obtained from a Dealer. If a Dealer does not have rental vehicles available, you may obtain one from a licensed rental agency. Rental coverage is subject to state and local laws and policies imposed by the rental agency. Rental charges in excess of the amount allowed by the Plan are your responsibility. The Plan is not responsible for any refusal of a rental agency to rent a vehicle to you.

Total Rental Allowance per occurrence is a maximum of 5 days or \$175.00.

ROADSIDE ASSISTANCE*

NOTE: YOU MUST CALL 1-800-521-2779 FOR THIS SERVICE.

The plan provides assistance due to a disablement caused by any mechanical failure and in addition, the Plan provides coverage for such items as towing to the nearest Chrysler, Dodge or Jeep Dealer or Chrysler authorized repair facility, flat tire change (with your good spare), battery jump, out of gas delivery (maximum 2 gallons), lockout service i.e. keys locked in car or frozen lock, to a maximum of \$100, per occurrence. Any expense beyond \$100 is your responsibility at the time and site of service. Towing assistance will be dispatched only for mechanical disablements which renders the vehicle inoperative. (See exclusions under "THE PLAN WILL NOT COVER.")

This service is provided to you as part of your service contract to minimize any unforeseen vehicle operation inconvenience and is available 24 hours per day, 365 days per year.

HOW TO USE CHRYSLER ROADSIDE ASSISTANCE*: All required towing, roadside assistance, lockout, and other roadside assistance services described previously **MUST BE ARRANGED AT TIME OF OCCURRENCE** through Chrysler Roadside Assistance by calling 1-800-521-2779. You should be prepared to provide the Chrysler representative with your name, your service contract number, vehicle license plate number, your location including the phone number you are calling from and a brief description of the problem.

In some cases, Chrysler Roadside Assistance may authorize you or your Chrysler, Dodge or Jeep Dealer to arrange for local service and will provide an authorization number to do so. Your service contract will in these instances provide reimbursement of up to \$100 maximum per Roadside Assistance incident, provided that the claim contains: (A) A valid original receipt of payment from the tow/repair facility for the services rendered (Claims which contain other than original receipts may be denied.); (B) The Chrysler Roadside Assistance authorization number; and (C) Your valid Chrysler Service Contract number. All Roadside Assistance claims that meet requirements should be mailed or faxed to:

Chrysler Roadside Assistance
P.O. Box 9145

Medford, MA 02155
Attn: Claims Department
1-800-521-2779
FAX: 1-781-658-2691

CHRYSLER ROADSIDE ASSISTANCE WILL NOT COVER SERVICES WHICH ARE SOLICITED WITHOUT FIRST CONTACTING CHRYSLER ROADSIDE ASSISTANCE FOR PRIOR AUTHORIZATION.

* All Roadside Assistance services are provided through Cross Country Motor Club, Inc., Boston MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin and Wyoming where services are provided through Cross Country Motor Club of California, Inc., Thousand Oaks, CA 91360. Both collectively sometimes referred to as CCMC. CCMC acts merely as a dispatcher of referral service to persons or entities who provide the actual service. These persons and/or entities are independent contractors. Accordingly, CCMC assumes no responsibility for the acts, errors, omissions, negligence, misconduct of such persons and/or entities. All persons availing themselves of the benefits of Chrysler Roadside Assistance are to look solely to such persons and/or entities for liability arising in connection therewith, and not to CCMC.

No Dealer, Dealer employee or Chrysler employee has the authority to modify or change any provision of this Plan.

TRIP INTERRUPTION, FIRST DAY RENTAL/CAR RENTAL ALLOWANCE, TOWING, AND ROADSIDE ASSISTANCE EXPIRE AT 7 YEARS OR 100,000 MILES ON THE ODOMETER, WHICHEVER OCCURS FIRST.

YOUR RESPONSIBILITY: Your responsibility is to properly operate, care for and maintain the vehicle as prescribed in the owner's manual supplied by the manufacturer. If you fail to properly operate, care for and maintain the vehicle as prescribed in the owner's manual supplied by the manufacturer, we may deny your claim for service. You should retain all maintenance receipts to avoid any misunderstanding as to whether or not the maintenance services were performed as required.

Depending on circumstances, Chrysler Service Contracts reserves the right to inspect, investigate, or demand proof of maintenance BEFORE performance of repairs.

If you fail to properly operate, care for and maintain the vehicle as prescribed in the owner's manual supplied by the manufacturer, we may deny your claim for service.

DIAGNOSTIC CHARGES: You may be asked to authorize disassembly and/or diagnostics at the time your repair order is written. Your Chrysler Service Contract covers disassembly and/or diagnostic charges IF the cause of failure is a covered component under the terms of the plan. If the repair is not covered by the Plan, you will be responsible for the disassembly and/or diagnostic charges.

GOVERNING LAW: Except where prohibited by law, this contract will be governed by Michigan law. Note: Wyoming law is applicable to any contract marketed in Wyoming.

THE PLAN WILL NOT COVER, OR APPLY TO LOSS OR EXPENSE RESULTING FROM:

- Repairs or replacement of any component covered by the vehicle's factory warranty or recall policies; roadside assistance, loaner vehicles or other services which are eligible to be covered by the vehicle's factory warranty or marketing programs;
- Repairs or replacement to components that are or would have been covered by the original Lifetime Powertrain Warranty (refer to Warranty booklet for details);
- Repairs required as a result of other than a manufacturing defect (such as a design defect or normal wear);
- **Repair or replacement of any covered component when it has been determined that the condition existed prior to purchasing the contract;**
- Repairs, Towing, Rental or Roadside Assistance to any vehicle where the odometer (mileage) has been stopped or altered and/or the vehicle's actual mileage cannot be readily determined;
- Brake pads, shoes, rotors and drums are not covered at any time;
- Battery and cables, spark plugs and wires, belts, lights (bulb, sealed beams, lenses), suspension alignment, wheel balancing, wiper blades, exhaust systems, heat shields and exhaust hangers; throttle body cleaning;
- Repairs, Towing, Rental or Roadside Assistance necessary as a result of (a) failure to properly care for or maintain the vehicle; (b) fire, accident, abuse, vandalism, negligence or Act of God including but not limited to any vehicle rendered inoperable due to snow, ice or flood; (c) failure to properly operate the vehicle; (d) vehicles that have been used or are being used for competitive speed events such as races or acceleration trials; (e) pulling a trailer that exceeds the rated capacity of the vehicle or failure to adhere to the requirements for vehicles used to pull a trailer as outlined in the owner manual supplied by the manufacturer; (f) tampering with the emission system or with any parts that could affect that system; (g) use of dirty fluids, or fuels, refrigerants or other fluids which are not recommended by the manufacturer; (h) failure due to fluid contamination or sludge; (i) modifications not approved or recommended by the manufacturer;
- Plan service obtained from other than a Chrysler, Dodge or Jeep Dealer unless authorization is first received from Chrysler Service Contracts; (Dealers cannot authorize repairs.)

- Repairs required as a result of use of other than the vehicle manufacturer's parts during the term of the Plan;
- Repairs to a covered component caused by the failure of a non-covered component and/or an aftermarket installation not performed by an Authorized Chrysler Dealer, or any outside installation of "salvage or junk" components in conjunction with an insurance or damage claim. All part installations to satisfy such claims must be with new or factory authorized remanufactured components and parts;
- Bodily Injury or property damage arising or allegedly arising out of a defect in the design, manufacturer, materials or workmanship of a covered component;
- Any fines, fees or taxes which are associated with impound towing as a result of actual or alleged violation of any laws or regulations;
- Repairs, Towing, Rental or Roadside Assistance to vehicles registered and/or operated outside of the 50 States, the District of Columbia, Canada, Guam, Puerto Rico and Mexico;
- Exterior - tires; body sheet metal; glass; plastic lenses; paint; bright metal; bumpers; side-view mirrors (glass/ housing); wheel covers; steel wheels; aluminum wheels; rusted or frozen rims; door handles; weather strips; rust; water leaks; wind noises; all outer body panels; spoilers; plastic and fiberglass body parts; vinyl tops; convertible top fabric; repairs or damage caused by environmental factors such as acid rain, tree sap, salt or ocean spray;
- Interior - trim; carpet; upholstery; dash pad; door and window handles; knobs; buttons; moldings; arm rests and head liner; cargo cover;
- Mechanical - manual clutch assembly; repairs to snow plows, winches and trailer hitches regardless of their installation; damage to flywheel as a result of clutch failure;
- Shop supplies and materials;
- Repairs to any vehicle that has become restricted by the manufacturer after the purchase of the Service Contract;
- Maintenance services specified in the owner's manual and the parts used in connection with such services;
- **Maintenance services specified in the owner's manual and the parts used in connection with such services;**
- Loss of use of the vehicle, loss of time, inconvenience, commercial loss, or any incidental or consequential damages.

CANCELLATION AND TRANSFER POLICIES: During the term of the service contract, you have the option to:

- **CANCEL** the remaining Plan coverage and receive a full or pro-rata refund.

Note: Refer to the cancellation/transfer policy section below for details.

CANCELLATION POLICY: If you are the original purchaser of the Plan, you may cancel this Plan. *To cancel the Plan you may take your Plan Provisions to any authorized Chrysler dealer.* The dealership will contact Chrysler Service Contracts to request termination of your contract.

If your vehicle is repossessed or rendered a total loss and your Plan was financed with your vehicle, your rights under this contract transfer to the lienholder. The lienholder is then responsible for requesting termination of the contract through the Dealer where the Plan was purchased. If the Plan was not financed, any refund due will be paid to you by check in your name from Chrysler.

If there is no authorized Chrysler dealer in your area, mail your cancellation request along with your Plan Provisions, proof of payoff and current mileage on the vehicle to:

CHRYSLER SERVICE CONTRACTS
CANCELLATION DEPARTMENT
P.O. BOX 2700
TROY, MI 48007-2700

Please specify the Option Code(s) you wish to cancel. Option codes can be found on the first page of your Plan Provisions below Option Description.

On cancellation requests received* within the first 60 days from the original purchase date of the plan, you will be refunded the full amount you paid for the Plan, provided no claims have been paid against the contract. In the event claims have been paid, or requests received* after 60 days, your refund will be based on the full amount you paid for the Plan, less a pro-rata adjustment for time or mileage used, whichever is greater, less a cancellation fee as indicated below. The pro-rata refund calculation will be based on terms of 7 years or 100,000 miles. After 7 years or 100,000 miles, your refund will be in the amount of \$25.00

In the event a cancellation refund is warranted, the refund check will be paid within 30 days of the cancellation date.

We reserve the right to cancel the Plan after issuance should it be discovered that: (a) the vehicle is ineligible or has been modified/alterd to make it ineligible after Plan coverage has been in effect; (b) failure of the customer to maintain the vehicle as prescribed by the manufacturer; (c) the odometer has been tampered with or has not been repaired by the customer, (d) non-payment of premium or (e) the vehicle is registered outside of the of the 50 States, the District of Columbia, Guam, and Puerto Rico. Your

refund will be based on the full amount you paid for the Plan, less a pro-rata adjustment for the time or mileage used, whichever is greater.

NOTE:

- ***Requests Received - The pro-rata refund cancellation will be based on the date Chrysler Service Contracts receives written notification of the cancellation request.**
- **All refund checks after 7 years or 100,000 miles on the odometer will be \$25.00.**

CANCELLATION FEES	
(Applies to the state where the Plan was purchased)	
<u>STATE</u>	<u>AMOUNT</u>
California	\$25 or 10% of the Contract Cost, whichever is less.

TRANSFER POLICY: This plan is not transferable to subsequent owners or lessees, even if they are within the same family or business.

**NEED HELP OR ASSISTANCE WITH YOUR SERVICE CONTRACT?
IS YOUR ADDRESS UP-TO-DATE?**

**PLEASE ACCESS OUR SELF-SERVICE WEBSITE FOR PLAN PROVISIONS AND FREQUENTLY ASKED
QUESTIONS AT:**

www.servicecontracts.chrysler.com

**You can also write to:
Chrysler Service Contracts
P. O. Box 2700
Troy, MI 48007-2700**

Note: All requests must contain your Name, Service Contract Number, and Vehicle Identification Number.

Toll-Free Telephone Assistance is Available
8:00 a.m. to 5:00 p.m. Monday through Friday
1-800-521-9922 (in USA)
1-800-465-2001 (in Canada)

For 24-Hour Roadside Assistance (Including Towing)
1-800-521-2779

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