

Volvo. for life



**VOLVO CERTIFIED PRE-OWNED LIMITED WARRANTY**



## VOLVO CERTIFIED LIMITED WARRANTY COVERAGE

**MECHANICAL BREAKDOWN COVERAGE:** Covers all mechanical components and parts except for items in Section "D. WHAT IS NOT COVERED."

Any repairs/parts replacements under this Limited Warranty are required to be performed by an Authorized Volvo Dealer only.

Emergency repairs at an unauthorized repair facility: Volvo (Administrator) reserves the right to decide if a repair was indeed an Emergency and has the final say in authorizing such a repair and reimbursement under this Limited Warranty. Any repair performed by an unauthorized repair facility is subject to refusal.

Vehicles covered by this LIMITED WARRANTY are also covered by Volvo On Call (for 2 years) during the duration of the LIMITED WARRANTY.

## TERMS AND CONDITIONS FOR VOLVO CERTIFIED COVERAGE

This limited warranty is subject to the following terms, conditions, limitations, exceptions and definitions. No person has the authority to change this limited warranty or to waive any of its provisions. This limited warranty is for the sole benefit of the customer named herein and applies only to the vehicle described in the customer information section of the limited warranty.

## DEFINITIONS OF TERMS

**Administrator:** Volvo Cars of North America, LLC.

**Authorized Volvo Dealer:** a dealer authorized by the company to conduct retail operations pursuant to the current executed retailer agreement.

**Coverage:** the items listed in the Coverage section of this Limited Warranty.

**Emergency repair/Part(s) replacement:** a mechanical breakdown or safety related issue where a Volvo Retailer is not a reasonable option for repair

**In-Service Date:** the date the Vehicle was first put into service, not the date You purchased Your Vehicle. The In-Service date does not apply to used Vehicle coverage.

**Limited Warranty:** the Coverage which you received with the Vehicle. You are not being charged for this, and therefore it is non-cancelable. (This Limited Warranty is not an Extension of the original New Car Warranty.)

**Mechanical Breakdown or Failure:** the inability of any covered part(s) to perform the function(s) for which it was designed due to defects in material or workmanship. Mechanical Breakdown does not include the gradual reduction in operation performance due to normal wear and tear, where a Failure has not occurred. Volvo has established tolerance for the express purpose of defining Failure and serviceability. When specifications exceed the Volvo tolerances a Failure will be considered to have occurred.

**Selling Dealer:** the Dealer from whom you received this Limited Warranty.

**Vehicle:** the Vehicle described in the Customer Information section of this Limited Warranty.

**We, Us, Our:** Volvo Cars of North America, LLC.

**You, Your:** the customer who purchased the Vehicle and the holder of this Limited Warranty.

**A. OUR RESPONSIBILITIES:**

We agree to repair or replace any of the parts covered, if required due to Mechanical Breakdown or Failure. At Our election, We will repair or pay the cost of repair for any Mechanical Breakdown or Failure of a covered part (repaired or replaced by an Authorized Volvo Dealer). For additional information see section "G. LIMITS OF LIABILITY."

**B. YOUR RESPONSIBILITIES:**

To keep this Limited Warranty valid, You must have Your Vehicle serviced as recommended by Volvo. If requested, proof of required service including verifiable receipts showing date and mileage of the Vehicle at the time of service must be presented in order to have repairs begun on Your Vehicle. Service within 1,000 miles and/or 30 days of the recommended interval shall be considered compliance under the terms of this Limited Warranty. Upon customary and reasonable notice of the occurrence of a Mechanical Breakdown or Failure, You shall protect the Vehicle from further damage, whether or not such Mechanical Breakdown or Failure is covered by this Limited Warranty. Any operation of the Vehicle that results in further damage, related to the original Mechanical Breakdown or Failure, shall be considered Your failure to protect the Vehicle and shall not be covered under this Limited Warranty. You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the Vehicle. You are required to safely pull Your Vehicle off the road and shut off the engine immediately when either of these lights/gauges indicates a problem.

You must give Your authorization to the Authorized Volvo Dealer for teardown to diagnose a problem. You may be required to supply the Administrator and/or Volvo Dealer with all maintenance records for service performed on the Vehicle, when the maintenance involved relates to the specific Failure or to verify odometer operation.

It is Your responsibility to make every effort to have Your Vehicle repaired or part(s) replaced under this Limited Warranty by an Authorized Volvo Dealer. If conditions beyond your control warrant an emergency repair, it is Your responsibility to have Your Vehicle inspected by an Authorized Volvo Dealer immediately following the emergency repair, for reimbursement consideration under this Limited Warranty. The final decision whether such a repair or part(s) replacement is deemed a true "emergency" is at the sole discretion of the Administrator. You will be responsible for any portion of the repair or part(s) replacement not considered to be an "emergency" under this Limited Warranty.



### C. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE

1. In the event of Mechanical Breakdown or Failure You may take Your Vehicle to any Authorized Volvo Dealer. However, it is suggested that You return the Vehicle to the Selling Dealer. Upon Our request, You must allow an authorized representative of the Administrator to inspect Your Vehicle to gather necessary information regarding any claim. Under certain conditions when a Mechanical Breakdown or Failure occurs You may be required to have the Vehicle returned to the Selling Dealer. If conditions beyond your control warrant an emergency repair, it is Your responsibility to have Your Vehicle inspected by an Authorized Volvo Dealer immediately following the emergency repair, for reimbursement consideration under this Limited Warranty.
2. Claim submission for repairs/part(s) replacement covered under this Limited Warranty, is handled by the Authorized Volvo Dealer. You are responsible for payment of any items not covered by this Limited Warranty.



### D. WHAT IS NOT COVERED

1. Mechanical Breakdown or Failure:
  - When repairs are performed by anyone other than an Authorized Volvo Dealer; (\*except when deemed a true emergency and repairs are completed at a non-Authorized Volvo facility)
  - Caused by negligence, misuse or abuse;
  - Caused by a lack of maintenance, such as maintenance of the constant velocity boot, timing belt and brake pads (see maintenance requirements in the Section "B. YOUR RESPONSIBILITIES");
  - Caused by any external cause such as collision, fire, theft, freezing, vandalism, riot or explosion, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood;
  - Of any part damaged by fire;
  - Arising out of the Failure of an otherwise covered part that does not meet Volvo's specifications, including modifications and/or alterations to the Vehicle not approved by Volvo's authorized representative. (Some examples but not limited to: oversized tires, headers, altered ignition system, free flow exhaust system, lift kit and aftermarket alarm systems);
  - Covered by warranty, repairer's guarantee, other service contract, or insurance policy;
  - Of any part(s), component(s), or repair(s) described as covered by Volvo's New Car Limited Warranty for the term and mileage of such coverage at the time of first retail sale, whether collectible or not;
  - If Your Vehicle is used for racing on or off road, competition or speed contest or towing a trailer unless equipped with a Volvo-approved towing kit and the weight of the trailer does not exceed Volvo's specifications;
  - If Your Vehicle is used as a police car or other emergency vehicle, or for livery, rental, taxi or snow plowing;
  - Where it is determined that for more than 1 month or 1,000 miles the odometer has been inaccurate, inoperative or altered so that the Vehicle's true mileage cannot be verified;
  - That is a direct result of a mechanical or structural defect when Volvo has announced a public recall for the purpose of correcting such defect;
  - Due to continued operation and failure to protect the Vehicle from further damage caused by lack of necessary coolants or lubricants;
  - Of a covered part damaged by a non-covered part;
  - Of a covered part which is damaged by fuel or lubricant contamination, rust or corrosion;
  - Any damage from pre-ignition or detonation, regardless of cause;
  - That occurs prior to this Limited Warranty's effective date or is reported after this Limited Warranty's expiration.



2. Loss of time, inconvenience, bodily injury and property damage, or other incidental or consequential damage that results from Mechanical Breakdown or Failure.
3. Storage and freight charges.
4. Repairs to any non-covered parts.
5. Repairs performed by any repair facility other than an Authorized Volvo Dealer except when deemed a true emergency at the sole discretion of the Administrator.
6. The cost of teardown, diagnostic time, disassembly or assembly if Coverage cannot be applied.
7. Adjustments necessary to correct squeaks, rattles, water leaks or wind noise.
8. Maintenance/Parts:
  - a) Unless required as part of a covered repair, normal maintenance items/procedures such as engine tune-ups, suspension alignment and wheel balancing.
  - b) Unless required as part of a covered repair: adjustments, lubricants, coolants and fluids.
  - c) Other maintenance services and parts described in Volvo's maintenance schedule for the covered Vehicle.
9. Other Parts not covered:
  - a) Graphic equalizers, telephones, radar detectors and C.B. radios, television screens and DVD/VHS entertainment centers; non-factory installed am/fm cassette players, television screens and DVD/VHS entertainment centers, CD Players and speakers.
  - b) Bright metal, sheet metal, bumpers, trim mouldings, carpet, upholstery, paint, exhaust system including catalytic converter, MacPherson strut cartridge insert or shock absorbers, spark plugs, spark plug wires, glow plugs, filters, brake pads, brake rotors, brake shoes, brake linings, suspension alignment, wheel balancing, hoses, air conditioning lines and hoses, belts and wiper blades, batteries, battery cables, lenses, light bulbs, sealed beams, glass, sun roof, moon roof, sunroof/moonroof mouldings, tires, wheel covers, wheels, interior trim, cup holders, carburetor, throttle body assembly, manual clutch components, body seals and gaskets (e.g., weather stripping).
  - c) Convertible tops, glass, plastic, or framing.
10. The repair of valves and/or rings for the purpose of raising the engine's compression when a Mechanical Breakdown or Failure has not occurred.
11. Additional loss or damage which is occasioned by the Contract holder or operator's failure to use all reasonable precautions to protect the Vehicle from any further loss or damage after a Mechanical Breakdown or Failure has occurred.
12. Any cost if verifiable receipts/documentation as required in the section "B. YOUR RESPONSIBILITIES" are not furnished on request.

#### **E. LIMITED WARRANTY PERIOD**

The time and mileage limits of the term start the day the Vehicle is first put In-Service and at zero (0) miles. Coverage expires when the length of time or accumulated mileage (whichever occurs first) of the term, shown in the Customer Information section of this Limited Warranty, is reached.

## F. TERRITORY

This Limited Warranty applies only to a Mechanical Breakdown or Failure occurring within the United States and Canada.

## G. LIMITS OF LIABILITY

Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed Volvo's suggested retail price. The "Reasonable Price" for repair or replacement is based upon Volvo's recognized Labor Time Standards and warranty labor rates. All repairs or replacements made at Authorized Volvo Dealers shall be made using only genuine Volvo new or remanufactured parts. Emergency repairs made at a non-Volvo repair facility should be made using genuine Volvo new or remanufactured parts or parts of like kind and quality as authorized by the Administrator.

\*\*Pursuant to Iowa statutes, We shall not repair a motor vehicle with any of the following: a) Used parts, unless the provider receives prior authorization by the vehicle owner; b) Rebuilt parts, unless the parts are rebuilt according to national standards recognized by the insurance division.

In no event will the liability for each Mechanical Breakdown or Failure, under this Limited Warranty, exceed the average retail value of the Vehicle established by NADA (Official Used Car Guide) at the time immediately preceding the Mechanical Breakdown or Failure. Additionally, the total of all benefits payable shall never exceed the price You paid for the Vehicle.

## H. SUBROGATION

You are entitled to complete reimbursement for Your loss before the Company is entitled to subrogation proceeds. You agree that We, after honoring a claim on Your Vehicle, have all rights of subrogation against those who may be responsible for Your Mechanical Breakdown or Failure. You shall do whatever is necessary to secure such rights. You shall do nothing to prejudice such rights, and You shall execute and deliver to Us instruments and papers required to either secure or maintain such rights. All amounts recovered by You for which You were previously reimbursed under this Limited Warranty shall become Our property or the property of Our designee and shall be forwarded to same by You, up to the total amount paid by Us under this Limited Warranty, except that You must be made whole before We may retain any amounts We have recovered.

## I. OTHER TERMS

This Limited Warranty gives You specific legal rights and You may also have other rights which may vary from state to state. We do not authorize any person to create for Us any other obligation or liability in connection with Your Vehicle. Any implied warranty of merchantability or fitness for a particular purpose applicable to Your Vehicle is limited in duration to the duration of this written warranty. The repair, replacement or reimbursement of a covered component is the exclusive remedy under this written Limited Warranty or any implied warranty. We shall not be liable for incidental or consequential damages resulting from breach of this written Limited Warranty or any implied warranty. Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You.

## NATURE OF AGREEMENT

The customer agrees and understands that this Limited Warranty is NOT A POLICY OF INSURANCE. This Limited Warranty is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson-Moss-Warranty-Federal Trade Commission Improvement Act (Act of January 4, 1975. Public law 93-637) as it relates to warranties and any warranty statutes in the state this Limited Warranty is issued.

