SERVICE AGREEMENT NUMBER

Fax Server

# **USAA Extended Vehicle Protection Vehicle Service Agreement**

**Declaration Page** AGREEMENT HOLDER INFORMATION YEAR ODOMETER IN-SERVICE DATE VEHICLE PURCHASE PRICE TELEPHONE NUMBER COVERAGE INFORMATION PLANS / PACKAGES COVERAGE PLAN AGREEMENT TERM VEHICLE CLASSIFICATION ☐ PRE-OWNED AGREEMENT PURCHASE DATE AGREEMENT EXPIRATION MENT AGREEMENT PRICE MILEAGE ☐ CREDIT CARD ☐ CASH/CHECK ☐ FINANCED OTHER PROVISIONS

The ADMINISTRATOR of this VEHICLE SERVICE AGREEMENT is United Service Protection Corporation, at Post Office Box 20949, St. Petersburg, Florida 33742. The telephone number is 1-877-EVFUSAA (1-877-387-8722). The ADMINISTRATOR'S hours of operations are Monday through Friday 8 a.m. to 8p.m. eastern standard time.

The OBLIGOR under this VEHICLE SERVICE AGREEMENT, referred to as "WE," "US" and "OUR" throughout, is United Service Protection Corp., the address and telephone number for which are provided above. Nation Motor Club and Signature Nationwide Auto Club in NH, MT and WI is the entity obligated to perform the 24-Hour Roadside Assistance Benefits and is the party identified as the Onligon in the 24-Hour Roadside Assistance Benefits section of the Schedule of Coverage document and AGREEMENT HOLDER'S GUIDE TO FILING A CLAIM in this VEHICLE SERVICE AGREEMENT.

If the VEHICLE is under all or a remaining portion of the manufacturer's warranty period as of the start date of this AGREEMENT, this AGREEMENT is inclusive of the manufacturer's warranty. It does not replace the manufacturer's warranty, but does provide certain additional benefits during the term of the manufacturer's warranty.

You must provide all of the information requested in this DECLARATION PAGE in order to validate this Service Agreement. This DECLARATION PAGE shall be the basis upon which the Service AGREEMENT is issued. Your (a) verbal authorization to Our telephone agent and subsequent mailing of Your VEHICLE Service AGREEMENT or (b) Your electronic signature (by accepting the Privacy Statement on line) confirms Our right to charge the price quote and also indicates that the information You have provided is true and correct and that You accept the terms and provisions of this Service AGREEMENT as they have been described to YOU and YOU agree to be bound by the terms thereof. Once YOU receive this Service AGREEMENT if YOU wish to cancel You have sixty (60) days to notify Us (as described in the Cancellation section) and receive a full refund. I understand that I may return this Service AGREEMENT within sixty (60) days for any reason and receive a full refund.

YOUR Service AGREEMENT contains an arbitration clause which may affect YOUR legal rights, unless YOU live in a state that prohibits such provisions. Please review the arbitration in its entirety as well as the Special State Disclosure document for YOUR specific state (if YOUR state is included) to determine whether Your legal rights are affected.

Purchase of this Agreement is not required in order to purchase or obtain financing for a motor VEHICLE. Claims Administrator: 1-877-387-8722 Roadside Benefits Administrator: 1-866-375-5374

To review the General Privacy Policy of United Service Protection Corporation, an Assurant Solutions company, please visit http://www.assurantsolutions.com/privPolGeneral.html

AGREPMENT HOLDER SIGNATURE	DATE
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## **DEFINITIONS**

The following definitions apply to words used frequently throughout this Vehicle Service Agreement. These definitions and items identified in the DECLARATION PAGE are in BOLD-FACED, SMALL CAPS type:

ADMINISTRATOR - The entity identified on the DECLARATION PAGE that administers this AGREEMENT on OUR behalf.

MECHANICAL BREAKDOWN/BREAKDOWN - Means the failure of a COVERED PART under normal service and usage of the VEHICLE, A COVERED PART has failed when, solely because of its condition, it can no longer perform the function for which it was designed.

CLAIM - A demand by YOU for benefits under this AGREEMENT.

COMMERCIAL UNIT - Any VEHICLE regardless of registration type including but not limited to **VEHICLES** used primarily for rental, taxi, limousine or shuttle, delivery, towing or road repair operations, construction and job site hauling, police or emergency service, racing or competitive driving, service or

COVERED PARTS - The pass liste in the senedule Covered.

Parts subsection of the schedule of Queen ges decement of this AGREEMENT.

DECLARATION PAGE - Ti number document e ecule by You which is a part of the Agreement. It less information regarding the VEHICLE to be covered, AGREEMENT terms, and other vital information.

**DEDUCTIBLE** - The amount **You** are required to pay, as shown on the DECLARATION PAGE, toward the total cost for the repair or replacement of COVERED PARTS per repair visit.

IN-SERVICE DATE - The date on which the VEHICLE was first purchased by the original owner, if known. For VEHICLES for which that original purchase date is not known, it shall be July 1st of the VEHICLE model year. This may not be the date that You purchased Your Vehicle. The In-Service Date does not apply to Comprehensive New and Pre-Owned Plans

LIENHOLDER - The financial institution that You have entered into a financial arrangement with to finance the VEHICLE covered by this AGREEMENT, or said financial institutions' successors or assigns.

NEW VEHICLE - Refers to a VEHICLE that is covered under the original manufacturer's full coverage New Vehicle warranty at the time of purchase of this AGREEMENT.

OBLIGOR - The entity identified on the DECLARATION PAGE obligated to perform under this **VEHICLE SERVICE AGREEMENT**.

PLAN - Refers to the PLAN selected and Term selected by YOU as shown on the Declaration Page of this Agreement.

**PRE-OWNED VEHICLE** – Refers to a qualifying **VEHICLE** that does not meet the definition of a NEW VEHICLE.

REPAIR FACILITY - A licensed REPAIR FACILITY authorized by the ADMINISTRATION to perform repair services under this AGREEMENT.

VEHICLE SERVICE AGREEMENT ("AGREEMENT") - This VEHICLE SERVICE AGREEMENT which You have purchased for the VEHICLE described on the DECLARATION PAGE.

WE, Us and OUR - The entity identified on the DECLARATION PAGE that is obligated to perform under this AGREEMENT.

YOUR VEHICLE OR VEHICLE - The VEHICLE described on the **DECLARATION PAGE** that is covered under this **AGREEMENT**.

You, Your - The AGREEMENT holder shown on the **DECLARATION PAGE** of this **AGREEMENT**.

# **GENERAL PROVISIONS**

#### 1) Agreement Term

Coverage under this AGREEMENT will begin on the AGREEMENT Purchase Date as shown on the DECLARATION PAGE of this AGREEMENT. Coverage under this AGREEMENT will expire on the Expiration Date or when the VEHICLE reaches the specified Agreement Expiration Mileage whichever occurs first, as shown on the Declaration PAGE of this AGREEMENT. PLAN Coverage Expiration is determined as follows:

a) New PIAN VEHICLE COVERAGE: The Expiration Date is determined by adding the months of the Term selected to the Agreement Purchase Date shown on th Di JARATION AGE, and the Agreement Expiration M agains the milinge of the Term selected.

Wrap Ans Vehi e Coverage:

For Vehicle ith sevent odometer reading between twelve thousand and one miles (12,001) and fifty thousand miles (50,000).

a) The Expiration Date is determined by adding the months of the Term selected to the VEHICLE'S IN-SERVICE DATE shown on the DECLARATION PAGE, and the Agreement Expiration Mileage is the mileage of the Term selected. If no IN-SERVICE DATE is provided the IN-SERVICE DATE will be defaulted to July 1" of the model year. The Manufacturer Wrap PIAN does not provide coverage for the Engine, Transmission and Drive axle components; the automobile manufacturer warranty is intended to provide the power train warranty. The Manufacturer Diesel Wrap PIAN does not provide coverage for the Diesel Engine components; the automobile manufacturer warranty is intended to provide Diesel Engine warranty. It is Your responsibility to make certain that any and all remaining manufacturer warranty (as applicable) is transferred into Your name.

## For Vehicles with a current odometer reading of twelve thousand miles (12,001) or less.

b) The Expiration Date is determined by adding the months of the Term selected to the AGREEMENT Purchase Date shown on the DECLARATION PAGE, and the Agreement Expiration Mileage is the mileage of the Term selected. The Manufacturer Wrap PIAN does not provide coverage for the Engine, Transmission and Drive axle components; the automobile manufacturer warranty is intended to provide the power train warranty. The Manufacturer Diesel Wrap PLAN does not provide coverage for the Diesel Engine components; the automobile manufacturer warranty is intended to provide Diesel Engine warranty.

c) PRE-OWNED VEHICLE COVERAGE: The Expiration Date is determined by adding the months of the Term selected to the AGREEMENT Purchase Date shown on the DECLARATION PAGE, and the Agreement Expiration Mileage is determined by adding the mileage of the Term selected to the Odometer Reading of the VEHICLE on the AGREEMENT Purchase Date.

## 2) Coverage

The coverage provided to You for Your VEHICLE is determined by the Coverage PLAN and Term selected by YOU on the DECLARATION PAGE and by the terms and provisions of this AGREEMENT. Please see Your Schedule of Coverages section for a detailed list of COVERED PARTS and to determine the coverages provided under Your

We will pay on Your behalf or reimburse You for the reasonable costs to repair or replace any COVERED PARTS, which cause a Breakdown, less any Deductible. We will pay on Your behalf the Substitute Transportation, Travel/Lodging and 24-Hour Roadside Assistance Benefits expenses as listed in the Schedule of Coverages. All COVERED PARTS must be functioning properly at the time
You purchase this A THE TENT Pleas refer to section
of this AGREEMENT red AGREEME To Tolder red wide
Filing a CLAIM for Charles instructions. Our mission red with all of the terms and properly and the time. Repairs may be contained the part of like and

## 3) Deductible

and quality.

WE will pay the portion of the expense for a covered repair that is in excess of the DEDUCTIBLE that appears on the Declaration Page. The Deductible will not apply to the Additional Benefits or the 24-Hour Roadside Assistance Benefits listed in the Schedule of Coverages.

# 4) Limits of Liability

- a) Single Claim Limit: Our liability with respect to any one CLAIM is limited to the cost to repair or replace any COVERED PARTS using retail labor rates from a nationally recognized guide (i.e. Motors Guide or All-Data), less any DEDUCTIBLE, Repairs may be completed with parts of like, kind and quality, commensurate with the age and odometer reading of the vehicle at the time the part(s) failed. Parts replacement may include new parts, or parts of like kind and quality, which may include serviceable used parts or remanufactured parts, as customarily used in the automobile industry. In all cases parts replacement cost will not exceed list price or manufacturers suggested retail price. In no event will Our liability exceed the cost necessary to correct the actual cause of the BREAKDOWN. OUR liability for any one (1) repair visit shall in no event exceed the actual cash value of Your Vehicle at the time of said repair visit. Actual Cash Value means the Black Book Official New and Used Car Guide® published average value of Your Vehicle for Your region, taking age, condition and mileage into consideration.
- Aggregate Limit: Our liability with respect to the total of all benefits paid or payable while this AGREEMENT is in force will not exceed the lesser of:

- (1) The VEHICLE Purchase Price, as shown on the DECLARATION PAGE: OF
- (2) The Black Book retail value of the **VEHICLE** at the time of the current repair.

## 5) Manufacturer's Warranty

If any part is repaired and/or replaced under the manufacturer's warranty covering the VEHICLE, and those same parts are listed in the Schedule of Covered Parts section of this AGREEMENT, WE will reimburse You for a portion of the manufacturer's deductible if the manufacturer's deductible exceeds the DEDUCTIBLE shown on the DECLARATION PAGE. The amount WE reimburse will be the actual amount You were required to pay under the terms of the manufacturer's warranty, less the **DEDUCTIBLE** shown on the DECLARATION PAGE.

#### 6) Territory

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The benefits provided under this AGREEMENT are only available for losses and expenses incurred within the United States and Canada.

## 7) Incidental and Consequential Damage

we are the ADMINIST ATOK have no liability for incidental and consecuted incidental data ages is expressly excluded herein. I amage is including, but not limited to, property mage, loss of use of the VEHICLE, loss of time inconvergence, or commercial loss resulting from the operation, manuemance and/or use of the VEHICLE.

## 8) Subrogation Provision

In the event that coverage is provided under this AGREEMENT, WE shall be subrogated to all the rights YOU may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You agree to do nothing to prejudice those rights. Further, all amounts recovered by You for which You have received benefits under this AGREEMENT will belong to, and be paid to Us, up to the amount of benefits paid under this AGREEMENT.

## 9) Maintenance Requirements and Service History

YOU must have YOUR VEHICLE checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for Your Vehicle.

NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the normal or severe maintenance schedule that applies to YOUR conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of Coverage. It is required that You retain "Proof" of maintenance for the service and/or repair work performed on YOUR VEHICLE, regardless if work was performed by You or a Licensed REPAIR FACILITY. "Proof" means repair orders from a Licensed REPAIR FACILITY and/or a self-maintained maintenance log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. A selfmaintained log without corresponding "purchase receipts"

is not acceptable "Proof" of maintenance. Repair orders from a Licensed REPAIR FACILITY must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, Vehicle identification number, date, Vehicle mileage, Your name and signature, Licensed REPAIR FACILITY name, address and phone number, repair totals, DEDUCTIBLE(s) (if applicable), and method of payment to satisfy the repair order. The ADMINISTRATOR for related repairs may request "Proof" of maintenance and/or Your self-maintained log with corresponding original receipts.

## 10) Other Provisions

- a) This AGREEMENT is not an insurance policy. However, Our obligations under this AGREEMENT are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If WE fail to perform or make payment under the terms of the AGREEMENT within sixty (60) days after YOU request performance or payment, YOU may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.
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# AGREEMENT HOLDER'S GUIDE TO FILING A CLAIM

# 1) IF THE VEHICLE INCURS A BREAKDOWN, YOU MUST TAKE THE FOLLOWING STEPS TO FILE A CLAIM:

#### a) Prevent Further Damage

Take immediate action to prevent further damage. This **AGREEMENT** will not cover the damage caused by not securing a timely repair of the failed component.

#### b) Take Vehicle to an approved Repair Facility

In the event of a **Breakdown**, take the **Vehicle** to an approved **Repair Facility** and provide the **Repair Facility** with a copy of this **AGREEMENT** and/or the **AGREEMENT** Number.

# c) Obtain Prior Authorization from the Administrator

Prior to any repair being made, instruct the REPAIR FACILITY to contact the ADMINISTRATOR to obtain authorization for the CLAIM and a Claim Authorization Number. The ADMINISTRATOR hours are 8 am to 8 pm eastern standard time Monday — Friday. It is Your responsibility to ensure that authorization has been obtained for any covered repair prior to the work being completed. Failure to obtain proper authorization may result in a denial of benefits. The amount authorized by the ADMINISTRATOR is the maximum that will be paid for the repairs covered under the terms of this AGREEMENT. Any additional repair costs must receive prior approval. For authorization, please call the ADMINISTRATOR's claims number 1-877-387-8722.

#### d) Review Coverage

After the ADMINISTRATOR has been contacted, review with the REPAIR FACILITY what will be covered by this

AGREEMENT and what portions of the repair (if any) will not be covered.

## e) Tear-Down and/or Inspection of the Vehicle

In some cases, YOU may need to authorize the REPAIR FACILITY to inspect and/or tear-down the VEHICLE in order to diagnose the failure and the cost of the repair. In such event, the ADMINISTRATOR should be provided with a copy of a signed authorization. YOU will be responsible for these charges if the failure is not covered under this AGREEMENT. WE reserve the right to require an inspection of the VEHICLE prior to any repair being performed.

## f) Authorize Repair

Authorize the **REPAIR FACILITY** to complete the repairs and provide the **ADMINISTRATOR** with a copy of a signed authorization.

#### g) Review Repair

Review the work performed on the **VEHICLE** with the **REPAIR FACULTY** when the **VEHICLE** is picked up.

# h) Pay Deductible and Costs for Non-Covered

W wi reimburs he REPAIR FACILITY or YOU for the cost of the work performed on the VEHICLE that is covered by this AGREEMENT for the previously authors.

You must pay for any repair or service that is not covered by this AGREEMENT. WE will pay the REPAIR FACILITY by charge card, the previously authorized amount for a covered repair. In some cases, it may be necessary for You to pay the repair bill in full. In such event, WE will reimburse You for the authorized cost of the repair, less any applicable DEDUCTIBLE.

## i) Submit Repair Orders for Payment

Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the **ADMINISTRATOR**, at the address shown below, within sixty (60) days from the date the covered repair was completed to be eligible for payment. The documentation should included the following: current odometer mileage; **AGREEMENT** number; complaint, cause of failure and corrective action; cost of the repair; the last eight (8) digits of the Vehicle Identification Number; and **YOUR** phone number.

## j) Emergency Repairs

If an emergency occurs which requires a BREAKDOWN repair to be made at a time when the ADMINISTRATOR'S office is closed and prior authorization for the repair cannot be obtained, You should follow the CLAIMS procedures above and contact the ADMINISTRATOR for CLAIMS instructions during normal business hours immediately following the emergency repair.

If at all possible **YOUR VEHICLE** should be repaired during normal business hours. However, should an emergency occur which requires a **BREAKDOWN** repair to be made at a time when the **ADMINISTRATOR'S** 

office is closed and prior authorization for the repair cannot be obtained, **YOU** should contact the **ADMINISTRATOR'S** after hour's emergency line for instructions.

k) If the VEHICLE is in a REPAIR FACILITY at the time of the AGREEMENT'S expiration, the expiration date will automatically be extended until the covered repair is completed.

## 2) YOU MUST TAKE THE FOLLOWING STEPS TO FILE A CLAIM FOR THE ADDITIONAL BENEFITS DESCRIBED IN YOUR SCHEDULE OF COVERAGES:

#### a) Authorization from the Administrator

Prior authorization from the **ADMINISTRATOR** is not required for a **CIAIM** made for any of the Additional Benefits listed in the Schedule of Coverages, **except a CIAIM** for **Substitute Transportation.** For authorization, please call the **ADMINISTRATOR's** claims number 1-877-387-8722

## b) Submit Paid Receipts to the Administrator

A paid receipt from a licensed service provider, stating the type of revice and the date provided must be submed along will YOUR REEMEN.

Number and the dometer mile go f the HICLE of the date the service will provide to the date the service will provide to the ADMINISTRATOR at the address show be will you nest the address show the service of the course service of the course service provider, stating the submitted that the service and the date provided must be submitted to the service and the date provided must be submitted to the service and the date provided must be submitted to the service and the date provided must be submitted to the service and the date provided must be submitted to the service and the date of the service and the date of the service and the service an

ADMINISTRATOR:
P.O. Box 20949
St. Petersburg, Florida 33742
ATTN: Claims Department
Toll Free Number: 1-877-387-8722

3) YOU MUST TAKE THE FOLLOWING STEPS TO FILE A CLAIM FOR THE 24-HOUR ROADSIDE ASSISTANCE BENEFITS DESCRIBED IN THE SCHEDULE OF COVERAGES:

## a) Prior Authorization

Prior authorization is required for a **CLAIM** made for any of the 24-Hour Roadside Assistance Benefits listed in the Schedule of Coverages. Please call the Roadside Assistance Administrator at the 24-hour toll free number **1-866-375-5374** to obtain authorization and an Authorization Number. Please have the following items ready when the call is placed:

- 1. AGREEMENT Number;
- 2. VEHICLE license plate number;
- 3. Location of VEHICLE;
- 4. Phone number calling from;
- 5. Brief description of the problem; and
- Current odometer mileage.

#### b) Pay Costs That Exceed the Available Benefit

You must sign a vendor invoice and pay any costs that exceed the amount of the Roadside Assistance Benefits at the time service is rendered.

#### c) Submit Paid Receipts

In certain cases, **You** may be authorized to arrange for a service provider to perform the roadside service. In such case, **You** must pay the service provider, in

full, at the time service is rendered. To obtain reimbursement, **You** must submit the following items to the **ADMINISTRATOR**, at the address shown above, within sixty (60) days from the date of the service to be eligible for payment:

- AGREEMENT Number;
- 2. Valid receipt from the service provider;
- 3. Authorization Number;
- 4. Valid vehicle identification number; and
- Odometer mileage on the date service was provided.

Nation Motor Club 800 Yamato Rd, STE 100, Boca Raton, FL 33431

24-Hour Toll-Free Telephone Number: 1-866-375-5374

**Note:** The **Obligor** for the 24-Hour Roadside Assistance Benefits is Nation Motor Club except in NH, MT and WI where the **Obligor** is Signature Nationwide Auto Club, the contact information is above

## REPAIR FACILITY'S GUIDE TO FILING A CLAIM

IF THE VEHICLE INCURS A BREAKDOWN, THE REPAIR F CILITY SH ULD TA E THE POLLOWING STEPS TO F EACL M

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Advise the AGREEMEN Holder that the cost of evaluating the cause of the BREAKDOWN is covered under this AGREEMENT only if, after the diagnosis is complete, it is determined that the BREAKDOWN was caused by a COVERED PART. All covered repairs provided under this AGREEMENT must be authorized by the ADMINISTRATOR.

#### 2) Authorization for Evaluation from the Agreement Holder

Obtain authorization from the AGREEMENT holder to inspect and/or tear-down the VEHICLE, if necessary, to determine the cause of the failure of the component or part and cost of repair. Save all components including fluids and filters, in the event WE require an inspection. Inform the AGREEMENT t holder that the cost of tear-down will not be paid if the failure of the component disassembled is not covered under this AGREEMENT.

# 3) Assess the Problem(s)

Assess the problem(s), its cause, and the cure of the failure and the cost of the repairs.

#### 4) Obtain Authorization from the Administrator

Prior to any repair being made, contact the ADMINISTRATOR at 1-877-387-8722 to obtain authorization for the CLAIM. Please have the following items ready when the call is placed:

- 1. Current odometer mileage;
- 2. AGREEMENT holder's AGREEMENT Number;
- 3. Complaint, cause of failure and corrective action;
- 4. Cost of the repair;
- 5. The last eight (8) digits of the Vehicle Identification Number; and
- 6. The **AGREEMENT** holder's current phone number.

## 5) Verification of Coverage

The ADMINISTRATOR will verify coverage and will either:

- 1. Authorize the CLAIM If the CLAIM is approved. a Claim Authorization Number will be issued, which should be recorded on the repair order. The authorization amount is the maximum that will be paid. Any additional repair costs must receive prior approval.
- 2. Request Additional Evaluation Further evaluation, tear-down or outside inspection may be requested.

## 6) Inspection/Tear-Down Policy

WE reserve the right to require an inspection of the VEHICLE prior to any repair being accomplished. Diagnostic procedures not associated with the tear-down are not covered. If a tear-down is necessary in order to determine the cause of failure, the AGREEMENT holder must authorize the tear-down. Please advise the AGREEMENT holder that, if the component disassembled is not covered, then the AGREEMENT holder must pay for the tear-down and such payment will not be reimbursed by Us. Listed below is the Imaection/Tean Down Policy:

- Save all corponents, including fluids and filter that need to be reigned.
- The ADMINISTRATOR ill if not visit with Service at 1-87-30-872 hours cal Cu

## 7) Review Repairs with Agreement holder

After the ADMINISTRATOR has been contacted, review with the AGREEMENT holder what repairs will be covered by this AGREEMENT and what portions of the repairs, if any, will not be covered.

#### 8) Obtain Authorization for Repairs from Agreement holder

Obtain the AGREEMENT holder's authorization to complete the repairs. All repair orders must have the AGREEMENT holder's signature.

#### 9) Submit Repair Order for Payment

All repair orders and documentation containing the information listed under #4 of this section, must be submitted, along with the Claim Authorization Number, to the ADMINISTRATOR, at the address shown below, within sixty (60) days from the date the covered repair was completed to be eligible for payment. Payment will be made by charge card or check.

ADMINISTRATOR: P.O. Box 20949 St. Petersburg, Florida 33742 **ATTN: Claims Department** Toll Free Number: 1-877-387-8722

#### **ARBITRATION PROVISION**

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

As used in this Provision, "You" and "Your" mean the person or persons named in this Service AGREEMENT, and all of his/her heirs, survivors, assigns and representatives. "WE" and "Us" shall mean the OBLIGOR identified above and shall be deemed to include all of its agents.

Any and all CLAIMS, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable CLAIMS) arising out of, relating to, or in connection with (1) this Service AGREEMENT or any prior Service AGREEMENT, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Service AGREEMENT ("CIAIM"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the CLAIM is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request WE will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or WE will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide law and applicable statute or limitations and snail provide which sor il findings a location selected by Us within the state. I wich this a location selected by Us within the state. I wich this a location selected by Us within the state. I with this provision is part of a transaction involving interstate the location of this Provision is a location of this provision of this provision is a location of this provision of this provision is a location of this provision of this provision is a location of this provision. deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be amended or construed to permit class arbitration or arbitration on behalf of any individual other than You. This Provision shall inure to the benefit of and be binding on You and Us and shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Service AGREEMENT.

You agree that any arbitration proceeding will only consider YOUR CLAIMS. CLAIMS by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering YOUR CLAIMS.

You and WE Understand and agree that because of this PROVISION neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any CLAIM.

### **CANCELLATION OF YOUR AGREEMENT**

1) YOU may cancel this AGREEMENT by contacting the ADMINISTRATOR at the phone number listed below. An odometer reading indicating the odometer at the date of the request for cancellation will be required. If You cancel this AGREEMENT within the first sixty (60) days WE will refund the entire AGREEMENT Purchase Price. If this AGREEMENT is canceled after the first sixty (60) days, WE will refund the unearned AGREEMENT Purchase Price to You calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the AGREEMENT was in force or the number of miles the VEHICLE was driven by You prior to cancellation. In the event of cancellation, and the AGREEMENT is financed as a part of the Lienholders VEHICLE finance agreement with You, the LIENHOLDER will

be named on a cancellation refund check as its interest may appear.

- YOU may cancel this AGREEMENT if the VEHICLE is sold, lost, stolen or destroyed.
- WE may cancel this AGREEMENT based on one or more of the following reasons: (A) non-payment of the Purchase Price; (B) AGREEMENT misrepresentation made by You; or (C) a substantial breach of duties by You under the AGREEMENT relating to the Vehicle or its use. (D) Your Claim aggregate has reached the original VEHICLE purchase price. (E) Your VEHICLE does not have a valid manufacturer VIN. If this AGREEMENT is canceled by Us, WE will refund the unearned AGREEMENT Purchase Price to You calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the AGREEMENT was in force or the number of miles the VEHICLE was driven by You prior to cancellation. In the event of cancellation, and the AGREEMENT is financed as a part of the LIENHOLDERS VEHICLE finance agreement with You, the LIENHOLDER will be named on a cancellation refund check as its interest may appear. A written notice of cancellation will be within fifteen (15) days of the date of cancellation.
- 4) If the Vehicle and the Chemical has been aloud the Lienholder may cacel Grammer for non-payment or if Vehicle indeclare a cual or is repossessed.

ADMINISTRATOR: Toll Free Number: 1-877-387-8722

#### **RIGHT TO RETURN AGREEMENT**

You have the right to return or void this AGREEMENT. You may return the AGREEMENT within sixty (60) calendar days after the date We mail a copy of the AGREEMENT to You. If You return this AGREEMENT within the applicable time period, the AGREEMENT shall be void and We will refund the entire AGREEMENT Purchase Price within thirty (30) days. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this AGREEMENT to Us. This provision applies only to the original purchaser.

# TRANSFER OF YOUR AGREEMENT

This Agreement is for Your benefit and is transferable to the next subsequent private purchaser of the Vehicle only while the Agreement is in force and if certain conditions are met. You may not transfer this Agreement if the Vehicle is sold or traded (retail or wholesale) to an automobile dealer or automotive wholesaler.

A completed transfer application and a forty dollar (\$40) transfer fee must be submitted to the **ADMINISTRATOR** within thirty (30) days of a change in ownership, along with the following:

- Documentation showing change of title and odometer reading;
- 2. Name and address of the new owner

The requisite transfer form may be obtained from the **ADMINISTRATOR**. Transfer applications are subject to approval by the **ADMINISTRATOR**. In the event the transfer application and required documentation is postmarked after thirty (30) days of the change in ownership, then this **AGREEMENT** will be deemed NON-TRANSFERABLE.

#### TRANSFER OF MANUFACTURERS WARRANTY

You are responsible for the transfer and payment of applicable transfer fees to retain all manufacturers' warranties available on the Vehicle. Failure to transfer the manufacturer's warranty can result in non-payment of a CIAIM if the manufacturer's warranty would normally have been in effect if the transfer had been made.

#### **EXCLUSIONS FROM COVERAGE**

# THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR ANY OF THE FOLLOWING PARTS AND SERVICES:

Voice Recognition Systems; Brake pads, shoes, rotors and drums; Manual & Hydraulic clutch assembly such as, but not limited to; Manual clutch pedal, clutch disc, pressure plate and throw-out bearing; Tune up, battery cables, Air, fuel and oil filters; Coolants, fluids, alignments, if not in connection with a covered repair; Spark plugs, Plug wires, Glow plugs, Drive belts, rubber hoses, exhaust pipes, catalytic converter, resonator, EGR vale and solenoid, shock absorbers; Wheels, tires, covers, wheel balancing; Contamination of any kind, Corrosion, Rust, Hazardous waste ren val, detor con, pre-ignition, carbon build up. sludge ele rolysis; A components that its only purpose beams, h h-intensit discharge (Xenon) headlamps, LED'S and light bul ; Lenses, secondary or Back up batteries, bakery packs for injuried vehicles; Care phones, Any body component such, but not limited to; Bright metal parts, body panels, hood, trunk, rubber moldings, weather strips, metal, all glass, defogger and plastic trim; Upholstery, seat pads, vinyl top, wiper blades, wipers arms, carpet, cup holders, normal maintenance items or services, rattles; Water leaks, wind noises, any non factory installed components. Convertible top and assembly (with exception to the convertible top motor), Safety restraint systems (Air Bags or seat belts) or any part thereof; Infrared systems or any part thereof Perimeter warning systems or any part thereof; Charges for shop supplies, storage or freight charges; or

#### B) For repair cost or expenses:

- For any mechanical problems that existed prior to the purchase of the AGREEMENT; Or for repair costs or expenses reported or made after the expiration date or mileage as shown on the AGREEMENT Declarations, or not authorized by the ADMINISTRATOR;
- If the odometer of the VEHICLE is broken or becomes inoperable or unreliable for any reason and repairs were not made immediately at the time of the failure, or if the odometer has been tampered with, disconnected or altered in any way;
- If the VEHICLE is used for towing (unless the AGREEMENT holders VEHICLE is equipped with the manufacturers installed or manufacturer authorized tow package and does not exceed the manufacturer recommended gross combination weight rating (GCWR)), or is used as a commercial VEHICLE used for, but not limited to; Off-road use, or snow removal;
- If the AGREEMENT Holder cannot provide to the ADMINISTRATOR accurate records proving that the VEHICLE has been maintained in accordance with the manufacturers specifications and instructions, or if any mechanical, electrical alternations have been made to

- the **Vehicle**, including, but not limited to, the use of oversized tires, installation of header pipes or lift kits, and removal of any emission control system components;
- If repairs are still covered by the manufacturers warranty or covered by a recall or special policy by the manufacturer; regardless whether or not that entity is doing business as an ongoing enterprise.
- If repair costs acquired outside of the United States or Canada or if the VEHICLE is registered outside of the United States or Canada;
- If the VEHICLE has been abused or neglected, or any part of the VEHICLE has been subject to alteration or accident, or for any accidental loss or damage resulting from collision or upset, falling missiles or objects, fire, lightning, earthquake, windstorm, ice, hail, water, flood, contamination, corrosion, rust, malicious mischief, vandalism, riot or civil commotion, or if the VEHICLE is a total loss, salvaged or banded:
- Due to any BREAKDOWN, which is caused, by any repair when the purpose is to raise the VEHICLE engine's compression or to stop excessive oil consumption;

- To any part that has not suffered a BREAKDOWN, or if
  the wear on the part has not exceeded the published
  field tolerance allowed by the manufacturer; or for
  repair costs not necessary to correct a BREAKDOWN, or
  damages or any loss resulting from faulty or negligent
  auto repair work or from the installation of defective
  components;
- Due to any BREAKDOWN caused by the AGREEMENT Holders failure to protect the VEHICLE from further damage, including failure to replace leaking seals and/or gaskets; or by the failure of the AGREEMENT Holder to maintain proper qualities or levels of coolant and lubricants;
- From any other cause whatsoever, except as outlined in this AGREEMENT.
- C) For liabilities for damage to property or for injury to or death of any person arising out of the operation, repair, maintenance or use of the VEHICLE, Whether or not related to any covered components, or for consequential losses or damage (unless in connection with coverage as described in the AGREEMENT Holders plan coverage) including but not limited to, property damage, loss of use commicial loss soluting from the operation, maintain and/or the control of the VEHICLE, unless operatically overed here;



#### SCHEDULE OF COVERAGES

# **COMPREHENSIVE PROTECTION PLAN**

NEW & PRE-OWNED VEHICLES



#### SCHEDULE OF COVERED PARTS

In the event of a BREAKDOWN covered by this AGREEMENT, WE will pay on behalf of or reimburse YOU for the reasonable costs to repair or replace any of the parts listed below, less any DEDUCTIBLE, in accordance with the PLAN selected by YOU as shown on the DECLARATION PAGE and the terms and provisions of this AGREEMENT.

- 1) ENGINE ASSEMBLY: Cylinder block, cylinder head(s), rotor housings and all internally-lubricated parts, intake manifold, exhaust manifold(s), timing gears, timing chain(s) or belt(s), timing chain or belt tensioners(s) and timing chain or belt cover, valve cover(s), flywheel or flex plate, ring gear, harmonic balancer, oil pump, fuel pump, vacuum pump, water pump, oil pan, thermostat, turbocharger or supercharger housing(s) and their internal parts, waste gate, intercooler, and engine mounts.
- 2) TRANSMISSION ASSEMBLY: Transmission case, transaxle case, transfer case, and all internally-lubricated parts, torque converter, vacuum modulator, cooler and metal cooler lines, and transmission mounts.
- 3) DRIVE AXLE ASSEMBLY: Final drive and axle housing(s) and all internally-lubricated parts, flex disc, axle shafts and bearings, universal and constant velocity joints, drive shaft, center bearings and trive shaft yokes.
- center bearings and trive shart yokes.

  4) SUSPENSION ASSEMBLY: Upper and lower control arms and their shafts and bushings, ball joints, steering knackes and spindles stabilizer and street or track bars and their bushings and links, coil springs, forsion hars and their mounts, leaf springs and their shackles and bushings, hub bearings and wheel bearings and McPherson struts.
- 5) STEERING ASSEMBLY: Steering gear housing, rack assembly, belt-driven pump and its reservoir and all internally-lubricated parts, steering column shaft and its couplings and bearings, steering pump pulley and mounting bracket, pitman arm, idler arm, tie rods, and steering linkages.
- 6) BRAKING ASSEMBLY: Master cylinder, wheel cylinder, calipers and their seals, power booster, accumulator, combination valve, backing plate assembly, metal brake lines and fittings, brake pedal, and parking brake assemblies.
- 7) ELECTRICAL ASSEMBLY: Alternator, pulley and mounting bracket, voltage regulator, starter motor and its solenoid and drive, wiper motors, manually-operated switches, neutral safety switch, backup light switch, and brake light switch.
- 8) HYBRID ELECTRIC VEHICLE (HEV): Electric motor, power controller, hybrid transaxle, electronic transmission, inverter, generator(s) and electronic display monitor.
- 9) AIR CONDITIONING AND HEATING ASSEMBLY: Belt-driven air conditioning compressor, clutch and coil, pulley, compressor mounting bracket, idler pulley and bearing and its mounting bracket, serpentine belt tensioners and its pulley and bearing, condenser, evaporator, accumulator, dryer, expansion valve, orifice tube, heater core, heater control valve, blower motor, control cables, ducts, and plenum doors.
- 10) FUEL DELIVERY SYSTEM: Fuel injectors, injection pump, distribution rails, fuel pressure regulator, fuel tank and metal or plastic fuel lines and fittings, fuel level sending unit, throttle body, throttle cable, throttle linkage, and accelerator pedal.
- 11) ENGINE COOLING ASSEMBLY: Fan, clutch and shroud, thermostat, radiator and its brackets and recovery tank, and electric fan motor.
- 12) INTERIOR ELECTRONICS: Electronic climate control head, digital dash display, headsup display projector and control unit, trip/mileage/engine function computer, cruise control

Fax Server

- assembly, factory-installed entertainment system including radio, magnetic tape player, compact disc player, and graphic equalizer.
- 13) POWER TRAIN ELECTRONICS: Ignition coil, distributor, timing control processor and sensors, fuel injectors, mixture control processor and sensors, IAC motor, cooling fan control processor and sensors. Electronically-controlled transmission - Transmission shift control processor and sensors.

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- A.B.S. BRAKES: A.B.S. booster/pump, master cylinder, solenoids, control processor and 14) sensors.
- CONVENIENCE ACCESSORIES: Power window motor, power seat motor and regulator, power lock motor and its relays and actuator, power mirror motors, power headlamp motor, power trunk or tailgate motor and solenoids, power side door motor, power top or sunroof motor, power antenna motor, horn and horn relay, rear window defogger/defroster, and side view mirror defogger.
- VEHICLE HARDWARE PACKAGE: Bumper impact absorbers, headlamp mounting 16) buckets, parking and side lamp bodies and sockets, hood latch and cables, hood hinges and springs, side door hinges, side door handles, glove box lock assembly, ash tray assembly, manual seat track assembly, courtesy light switches, trunk lid hinges and torsion bars, and trunk lid striker plate.
- ADVANCED TECHNOLOGY PACKAGE:
  - a) Electronic Suspension Variable suspension struts, switches, air tubes, control processor and sensors, air suspension bags, compressor, lines and fittings.
  - Four-Wheel Steering Steering pump, gear housing or rack assembly and all internallylubricated parts, power cylinder, center shaft, stepper motor, and control processor and
  - Traction Control Linkage, solenoids, and control processor and sensors.
  - Memory Seat and Steering Wheel Activator switches, motors, solenoids and control processor and sensors.
- CONSEQUENTIAL LOSS COVERAGE: This AGREEMENT includes Consequential Loss Coverage, which is defined by the following two (2) statements (as an exception to the standard exclusion):
  - Non-Covered Part Cause of Louis In the event a BREAKDOWN occurs on a covered part under the Service ACREMENT due to the fature of a non-covered part, the covered part will be repaired
  - Covered Part Cause of Loss: In the event a BREAKDOWN occurs on a non-covered part under the Service AGREEMENT due to the failure of a covered part, the non-covered part will be repaired.
- IN ADDITION TO ITEMS 1-18, THE COMPREHENSIVE PROTECTION PLAN COVERS ALL PARTS AND COMPONENTS OF THE VEHICLE EXCEPT FOR THE FOLLOWING ITEMS;
  - Parts listed under the Exclusions from Coverage section of this AGREEMENT.
  - Parts covered under the manufacturers warranty, special policies, or recalls.

## ADDITIONAL BENEFITS

Please refer to the AGREEMENT Holder's Guide to Filing a CLAIM section for how to file a CLAIM for ADDITIONAL and 24-HOUR ROADSIDE ASSISTANCE BENEFIT CLAIM instructions.





Substitute Transportation: In the event of a BREAKDOWN covered by this AGREEMENT, WE will pay on YOUR behalf or reimburse YOU for receipted expenses to rent a replacement VEHICLE from a licensed rental agency or for alternate public transportation while the VEHICLE is at a licensed REPAIR FACILITY as stated in this subsection. WE will pay the actual expenses, not to exceed fifty dollars (\$50) per day for every eight (8) labor hours, or portion thereof, flat rate labor time from a nationally-recognized labor manual, for the labor time authorized to complete the repair, not to exceed two hundred and fifty dollars (\$250) for each repair visit. In addition, a maximum of four (4) additional days of rental coverage is available for part(s) delays and/or VEHICLE Inspection requested by the ADMINISTRATOR. Any amount over the fifty

- dollars (\$50) per day and aggregate amount of two hundred and fifty dollars (\$250) would be paid for by you. Other delays that are beyond OUR control or of the REPAIR FACILITY are not covered.
- 2) Travel/Lodging Reimbursement: In the event that a BREAKDOWN occurs more than one hundred (100) miles from YOUR home and results in a REPAIR FACILITY keeping the VEHICLE overnight, WE will reimburse YOU for receipted motel and restaurant expenses, up to one hundred dollars (\$100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars (\$300). Any amount over the one hundred dollars (\$100) per day and aggregate amount of three hundred dollars (\$300) would be paid for by you. Prior authorization is not required for Travel/Lodging Reimbursement benefits.

## 24-HOUR ROADSIDE ASSISTANCE BENEFITS

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#### CALL: 1-866-375-5374

- 1) Towing and Wrecker Service: In the event the VEHICLE becomes disabled due to any mechanical failure which renders the VEHICLE inoperable, WE will arrange to have the VEHICLE transported to the nearest qualified repair service facility and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the transportation expenses. Any amount over the one hundred dollars (\$100) would be paid for by you.
- Flat Tire Change: In the event of a flat tire on the VEHICLE, WE will arrange for a service provider to mount an inflated spare tire provided by YOU and will pay a maximum of one hundred dollars (\$100) per occurrence for the flat tire service call. Any amount over the one hundred dollars (\$100) would be paid for by you.
- 3) Emergency Gas Delivery Service: In the event the VEHICLE runs out of gas, WE will arrange for a service provider to deliver an emergency supply of gas for the VEHICLE and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the gas delivery service, excluding the cost of the gas. You are responsible for the cost of the emergency supply of gas at the time of delivery. Any amount over the one surface dellars (\$100) would be said for by you.

  Battery Jump Service: In the event the VEHILLE will not crank due to a weak or "run-down" battery, WE will arrange for a service provider to boost or jump start the battery and will pay up
- to a maximum of one hundred dollars (\$100) per occurrence for the battery jump service. Any amount over the one hundred dollars (\$100) would be paid for by you.
- Key Lockout Service: In the event the keys for the VEHICLE are lost, broken or accidentally locked in the VEHICLE, or the VEHICLE has a frozen lock, WE will arrange for a service provider to unlock the VEHICLE and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the locksmith service, excluding the cost of replacement keys. YOU are responsible for the cost of any replacement keys at the time of service. Any amount over the one hundred dollars (\$100) would be paid for by you.

Note: The 24-Hour Roadside Assistance services are provided through Nation Motor Club, 800 Yamato Rd. STE 100, Boca Raton, FL 33431 in all states except NH, MT and WI where benefits are provided by Signature Nationwide Auto Club and their toll free phone number is 1-866-375-5374. The OBLIGOR for the 24-Hour Roadside Assistance Benefits is Nation Motor Club except in NH, MT and WI where the obligor is Signature Nationwide Auto Club.