

## SELECT VEHICLE SERVICE CONTRACT Registration Page

| Contract Number   | Coverage                 |
|---|--------------------------|
|   | Select                   |
| Contract Holder Information   |                          |
| Contract Holder:  | State:                   |
| Contract Holder:  | Zip:                     |
| Address:  | Home Phone:              |
| City:   | Cell Phone:              |
| Seller Information  |                          |
| Protect My Car  | 844-556-4762             |
| 570 Carillon Parkway, Suite 300   | Fax 877-204-9105         |
| St. Petersburg, FL 33716  | filings@protectmycar.com |
| Vehicle Information   |                          |
| Year:   | Make:                    |
| Model:  | VIN:                     |
| Vehicle Service Contract Information  |                          |
| Deductible:   | Coverage in Miles:       |
| Contract Term (Months):   | Expiration Date:         |
| Contract Sale Date:   | Mileage Expiration:      |
| Current Odometer:   | Contract Purchase Price: |
| <p><b>IMPORTANT NOTICE:</b> This is not a contract of insurance. This is a vehicle service contract that covers YOUR VEHICLE against certain specified costs of repair and/or replacement necessitated by a MECHANICAL BREAKDOWN, subject to the terms and conditions set forth in this CONTRACT. The purchase of this CONTRACT is optional and is not required in order for you to purchase or obtain financing of a motor vehicle. All VEHICLE SERVICE CONTRACT PLANS - coverage begins after your first payment is processed. <b><u>There is a Thirty (30) day and 1,000 mile waiting period for mechanical breakdown coverage.</u></b> OUR obligations under this Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event WE cease to operate, are bankrupt or benefits are not provided within sixty (60) days after proof of eligibility for benefits has been filed, YOU may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.</p> |                          |

### Mandatory Surcharge

Commercial Use Vehicle  
(if box isn't checked, no coverage applies)

# PROTECT MY CAR ADMIN SERVICES, INC.

## VEHICLE SERVICE CONTRACT

### DEFINITIONS

This CONTRACT contains words and phrases that have particular meaning and appear throughout this CONTRACT. This section is used to define the words used throughout the CONTRACT.

**ADMINISTRATOR:** means Protect My Car Admin Services, Inc., 570 Carillon Parkway, Suite 300, St. Petersburg, FL 33716: Telephone: 844-256-4762  
**Florida License No. 40650.**

**ASE CERTIFIED and LICENSED REPAIR FACILITY:** means an automotive repair facility with a valid Tax ID or EIN Number which is ASE Certified, Licensed and operating with in compliance with all city, state, and federal guidelines which regulate these facilities, and which is located in the contiguous forty-eight states of the United States of America.

**CONTRACT:** means this vehicle service CONTRACT issued to YOU and covering YOUR VEHICLE (detailed on the REGISTRATION PAGE of this CONTRACT).

**CONTRACT PERIOD or CONTRACT TERM or TERM:** means the period of time this CONTRACT remains active. YOUR CONTRACT becomes active once your first reoccurring monthly payment has been collected by US. As long as YOUR CONTRACT remains in good standing (which means YOUR monthly reoccurring payments are up to date per your payment agreement), YOUR CONTRACT will remain active until the expiration date. YOUR CONTRACT requires a mandatory WAITING PERIOD before a MECHANICAL BREAKDOWN claim can be filed (See WAITING PERIOD below).

**CONTRACT PURCHASE DATE or PURCHASE DATE:** means the date this CONTRACT was purchased.

**CONTRACT PURCHASE PRICE:** means the consideration paid for this VEHICLE SERVICE CONTRACT.

**COVERAGE or COVERAGE TYPE:** means the coverage YOU have on YOUR VEHICLE as described ~~is~~ by the COVERAGE TYPE shown on the REGISTRATION PAGE and the terms of this CONTRACT.

**COVERED PARTS and COVERED COMPONENTS:** means the parts or components listed under the **COVERED COMPONENTS** section of this CONTRACT.

**DEDUCTIBLE:** means the portion of the covered repair YOU will have to pay when YOU have a claim. The amount of YOUR DEDUCTIBLE is shown on the REGISTRATION PAGE.

**EXCLUSIONS or CONTRACT EXCLUSIONS:** means those parts and services excluded from coverage as set forth in this CONTRACT (See CONTRACT EXCLUSIONS below).

**EXPIRATION DATE:** means the date on which the term of this CONTRACT expires, as shown on the Registration Page of this vehicle service CONTRACT

**FACTORY WARRANTY:** means the full Manufacturer's Warranty or other warranty provided to YOU at the time YOUR VEHICLE was purchased.

**LIMIT OF LIABILITY:** means the maximum amount that can be paid out by US under this CONTRACT on all claims received by US during the term of this CONTRACT, including MECHANICAL BREAKDOWN repairs, road side assistance claims, as well as any additional claims for reimbursements provided and approved under this CONTRACT. OUR LIMIT OF LIABILITY under this CONTRACT for all such claims and reimbursements shall be Fifteen Thousand Dollars (\$15,000.00). YOU will be responsible for the cost of all repairs that exceed the aggregate limit of liability under this contract. OUR limit of liability for any one single authorized claim/repair for this CONTRACT shall never exceed the actual cash value of YOUR VEHICLE at the time and purchase date of this CONTRACT.

**LUBRICATED PART:** means a part that requires lubrication to perform its function.

**MECHANICAL BREAKDOWN, or BREAKDOWN:** means the failure of any covered part(s) or component(s) not otherwise excluded from coverage to perform the function(s) for which it was designed by the manufacturer, when due to a defect in materials or faulty workmanship. MECHANICAL BREAKDOWN does not include damage due to negligence, damage caused by an accident, or the gradual reduction in operating performance due to normal "WEAR and TEAR."

**OEM:** means Original Equipment Manufacturer.

**PRE-EXISTING CONDITION:** means any MECHANICAL BREAKDOWN not otherwise excluded under this CONTRACT, that exists or occurs at any time prior to the CONTRACT PURCHASE DATE or which occurs during the WAITING PERIOD. All PRE-EXISTING CONDITIONS are excluded from coverage under this vehicle service CONTRACT.

**SELLER:** means the entity that sold you this vehicle service CONTRACT.

**WAITING PERIOD (for MECHANICAL REPAIRS):** means thirty (30) days from the CONTRACT PURCHASE DATE AND until the first reoccurring monthly payment has been paid pursuant to YOUR payment agreement AND one thousand (1,000) miles have been added to YOUR VEHICLE's odometer. This means that no claims for MECHANICAL REPAIRS will be approved during the thirty days following the CONTRACT DATE (or a longer period of time if YOUR first reoccurring monthly payment is not paid until after the first thirty days) AND until one thousand (1,000) miles have been added to YOUR VEHICLE's odometer. YOUR COVERAGE begins after the "WAITING PERIOD" and will continue until the EXPIRATION DATE or when YOUR VEHICLE'S odometer reading is equal or greater than the MILEAGE EXPIRATION (whichever comes first) as shown on the VEHICLE SERVICE CONTRACT REGISTRATION PAGE.

**"WEAR and TEAR":** means damage or deterioration to your VEHICLE sustained through, or attributable to, routine and ordinary use or operation. "WEAR and TEAR" items are those that are expected to wear out, over time, and therefore need to be replaced, by YOU, at regular intervals. "WEAR and TEAR" items include, but are not limited to: brake pads, rotors, shocks and struts, batteries, belts, hoses, fluids, bulbs, alignment and spark plugs and are classified as normal maintenance or service items.

**WE, US, OUR and SERVICE PROVIDER, OBLIGOR:** means PROTECT MY CAR ADMIN SERVICES, INC., who is the party responsible to YOU for the benefits under this vehicle service CONTRACT.

**YOU, YOUR and CONTRACT HOLDER:** means and refers to YOU, the person(s) named as "CONTRACT HOLDER" on the REGISTRATION PAGE of this vehicle service CONTRACT.

**YOUR VEHICLE:** means the vehicle covered by this CONTRACT as described by its make, model and vin number on the Registration page of this CONTRACT.

## **HOW TO CONTACT US**

Please use the following telephone numbers to reach US:

### **IMPORTANT PHONE NUMBERS:**

Claims: 844-256-4762

Contract Questions: 844-556-4762

Roadside Assistance: 888-676-4762

Billing Questions: 844-567-4762

Customer Service: 844-556-4762

## **CONTRACT**

This VEHICLE SERVICE CONTRACT is an agreement between YOU and PROTECT MY CAR ADMIN SERVICES, INC. The SELLER is not a party to this CONTRACT and has no obligation to YOU in regards to the benefits provided.

This VEHICLE SERVICE CONTRACT provides coverage for YOUR VEHICLE for the TERM and/or MILEAGE stated on the REGISTRATION PAGE. The MILEAGE EXPIRATION reading, the EXPIRATION DATE, and the CURRENT ODOMETER reading are all documented on the REGISTRATION PAGE. It is YOUR responsibility to make sure that the CURRENT ODOMETER reading is accurate as of the PURCHASE DATE of this CONTRACT.

## **TERMS AND CONDITIONS**

OUR obligations under this Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event WE cease to operate, are bankrupt or benefits are not provided within sixty (60) days after proof of eligibility for benefits has been filed, YOU may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

THIS VEHICLE SERVICE CONTRACT IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXTENSIONS, EXCEPTIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS CONTRACT OR TO WAIVE ANY OF ITS PROVISIONS. THIS CONTRACT IS FOR THE SOLE BENEFIT OF THE CONTRACT HOLDER NAMED HEREIN AND APPLIES ONLY TO THE VEHICLE DESCRIBED ON THE REGISTRATION PAGE OF THIS CONTRACT.

### **OUR RESPONSIBILITIES**

WE agree to make the payment to a LICENSED REPAIR FACILITY for the cost of repairing or replacing the parts covered by YOUR vehicle service CONTRACT and the labor required for the completion of the repair, due to a MECHANICAL BREAKDOWN. At OUR election, the repair or replacement will be made with quality parts including new, remanufactured, exchanged, non OEM, or serviceable used components. WE have the right to inspect YOUR VEHICLE and its parts at the repairing facility whenever YOU submit or request an authorization for a claim.

### **YOUR RESPONSIBILITIES**

To be eligible for the benefits offered as part of YOUR CONTRACT, your account must be in good standing (which means your reoccurring monthly payments are up to date per YOUR monthly payment agreement).

YOU are responsible for making sure that all VEHICLE fluids are full and that the oil and temperature warning lights or gauges are functioning at ALL times.

Upon notice of a MECHANICAL BREAKDOWN, YOU must protect the VEHICLE from any further damage. Any operation of the VEHICLE that results in further damage will be considered negligence on YOUR part and that repair may not be covered under YOUR CONTRACT. YOU are responsible for making sure that all VEHICLE fluids are full and that the oil and temperature warning lights or gauges are functioning at ALL times. YOU are required to safely pull YOUR VEHICLE off of the road and shut off the engine immediately when the lights or gauges indicate a problem and contact OUR 24-hour ROADSIDE ASSISTANCE Department to get help or to have YOUR VEHICLE towed.

If YOU have a MECHANICAL BREAKDOWN, YOU or the LICENSED REPAIR FACILITY are required to obtain OUR authorization prior to beginning any repair work to YOUR VEHICLE. If YOU have a MECHANICAL BREAKDOWN, and YOU want to use YOUR CONTRACT, present the LICENSED REPAIR FACILITY with the card from YOUR CONTRACT book (this card has OUR Claims Department's telephone number and YOUR CONTRACT number on it) and instruct them to call US. They MUST obtain an approval number from OUR Claims Department prior to proceeding with any repairs. If any work is started prior to contacting US, WE cannot guarantee YOUR claim for the repair will be approved. YOU must have the LICENSED REPAIR FACILITY contact our Claims Department before beginning repair work so we can evaluate your claim.

YOU must also sign and provide US with a standard Credit Card Authorization Form that WE will provide to YOU before any authorization for repair or payment can be made to the LICENSED REPAIR FACILITY.

In order to determine the cause of any MECHANICAL BREAKDOWN with YOUR VEHICLE, the LICENSED REPAIR FACILITY may need to perform diagnostic tests on certain components. The labor hours for the diagnosis and/or tests require YOUR authorization. If the outcome of the diagnosis determines that the failure is due to a non-covered component, lack of proper maintenance or a pre-existing issue with YOUR VEHICLE, the cost of the diagnosis and/or tests will be YOUR responsibility. If the claim is approved, the cost of the diagnosis will be included in the claim.

### **MAINTENANCE REQUIREMENTS:**

1. YOU must have YOUR VEHICLE checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual of YOUR VEHICLE. NOTE: YOUR VEHICLE's Owner's Manual lists different servicing recommendations based on individual driving habits and climate conditions. YOU are required to follow the 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. If YOU are unsure of all required VEHICLE maintenance, contact YOUR local dealer of the make of YOUR VEHICLE or US for guidance.

2. It is required that YOU retain “PROOF” of the maintenance performed, or repair work done, on YOUR VEHICLE (regardless if the work was performed by YOU or a 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. Pertinent information must be furnished to identify the VEHICLE and the repairs performed, such as the VEHICLE IDENTIFICATION NUMBER, date, mileage, parts and labor.

## **ROADSIDE ASSISTANCE COVERAGE**

YOU will be protected by our Roadside Assistance Program for the full term of this CONTRACT. Our Roadside Assistance Program provides YOU with up to two (2) Roadside Assistance service calls per year (starting on the Contract Sale Date on the Registration Page). If YOU need additional Roadside Assistance (after exhausting your two (2) Roadside Assistance service calls in any given year), you will be required to pay OUR discounted rate of Fifty Dollars (\$50.00) for each additional Roadside Assistance service in excess of your yearly benefit. Towing is limited to one (1) tow within a seventy-two (72) hour period without prior authorization from US. Towing is limited from the point of breakdown to a LICENSED REPAIR FACILITY (not to your home, or from repair shop to repair shop, without prior authorization from US).

Roadside Assistance benefits include: Jump Starting YOUR VEHICLE, Lock Out Service, Flat Tire Change, VEHICLE Fluid Delivery, Concierge Service (Courtesy phone assistance with up to 3 calls) and Towing Services. YOU are responsible for the cost of the VEHICLE's gas, or other fluids, as well as any key cutting.

All Roadside Assistance services are available 24 hours a day, and 365 days a year, and these services are provided without the need to pay any deductible that is required on repairing MECHANICAL BREAKDOWNS. The maximum amount that will be paid out for any Roadside Assistance service is One Hundred Dollars (\$100.00). If the cost of any Roadside Assistance service exceeds One Hundred Dollars (\$100.00), the additional cost will be your responsibility. Only calls to OUR toll free number will be honored by this CONTRACT and only non-accident related incidents are covered by our ROADSIDE ASSISTANCE COVERAGE.



## **RENTAL CAR REIMBURSEMENT**

YOU will be reimbursed for the cost of a rental car, while YOUR VEHICLE is having a COVERED COMPONENT repaired, at the rate of up to Thirty Dollars (\$30.00) per day, not to exceed 7 days or a maximum of Two Hundred and Ten Dollars (\$210.00) per occurrence. WE have no obligation to reimburse any rental charges resulting from a LICENSED REPAIR FACILITY's delay, misdiagnoses or the unavailability of parts. Rental car reimbursement will be available for all approved repairs that require a minimum of four (4) hours of labor or more. Approved rental car benefits will continue only through the day the repair has been completed and the VEHICLE is ready for pickup. YOU will be required to pay the cost of the rental car and submit YOUR paid receipt to US for approval and reimbursement.

## **TRIP INTERRUPTION REIMBURSEMENT**

If YOUR VEHICLE becomes inoperable more than One Hundred Fifty (150) miles from YOUR home and must remain at the LICENSED REPAIR FACILITY overnight on an approved claim for a MECHANICAL BREAKDOWN WE will reimburse YOU for motel and restaurant expenses up to FIFTY DOLLARS (\$50.00) per day for a maximum of three (3) days. The maximum benefit per occurrence is ONE HUNDRED AND FIFTY DOLLARS (\$150.00). Total trip interruption benefits are subject to, and are included in, the aggregate limit of liability for this CONTRACT. To receive motel and restaurant reimbursement, YOU must supply US with receipts from the providers of such services within thirty (30) days of such occurrence.

## **THE PROCESS OF FILING A CLAIM**

YOU must call OUR Claims Department to obtain prior authorization from US before having any services performed under YOUR CONTRACT, except for emergency repairs. Please review the section entitled "Emergency Repairs" for additional information. Under certain conditions, YOU may be required to have YOUR VEHICLE towed to a repair facility selected by US.

1. Use all reasonable means to protect YOUR VEHICLE from any further damage. This may require YOU to stop driving YOUR VEHICLE, pull off to a safe area of the road and contact OUR Roadside Assistance Department to have YOUR VEHICLE towed.

2. Take YOUR VEHICLE to a LICENSED REPAIR FACILITY. YOU can contact OUR Claims Department for assistance in locating a LICENSED REPAIR FACILITY in YOUR local area.
3. Present the LICENSED REPAIR FACILITY with the ID card from YOUR policy book, which has OUR Claims Department's telephone number and YOUR contract number on it. Please instruct the LICENSED REPAIR FACILITY to call US because they MUST obtain an authorization number, from US, prior to proceeding with any repairs.
4. In some cases, YOU may be required to authorize the LICENSED REPAIR FACILITY to inspect YOUR VEHICLE to determine the cause and the cost of the repair. YOU will be responsible for these charges if the failure is not covered by this CONTRACT. WE reserve the right to require an inspection of YOUR VEHICLE prior to any repair being authorized or performed.
5. After WE have been contacted by the LICENSED REPAIR FACILITY, WE recommend that YOU review the components that will be covered for the claim with the repair facility.
6. WE will pay the LICENSED REPAIR FACILITY directly (or reimburse YOU for emergency repairs) for the cost of the COVERED repairs to YOUR VEHICLE, less any applicable DEDUCTIBLE. All repair orders and necessary documentation must be submitted to OUR Claims Department within thirty days (30) to qualify for payment.

### **EMERGENCY REPAIRS:**

For a simple emergency repair, which is any covered repair requiring two (2) hours or less of labor time to complete, YOU may authorize the LICENSED REPAIR FACILITY to perform the repair. YOU must call PROTECT MY CAR ADMIN SERVICES, INC. during normal business hours, within five (5) business days of your simple repair, for instructions on how to be reimbursed for your simple repair.

On all major emergency repairs (any repair that is not a "simple emergency repair"), DO NOT authorize the repair facility to perform the repair. Please call OUR Claims Department immediately to get authorization.

## **COVERED COMPONENTS:**

**ENGINE:** Cylinder Block, Cylinder Head(s) and all internal lubricated parts contained within the engine including: Pistons, Piston Rings, Connecting Rods, Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain/Belt, Timing Chain Cover, Timing Gears, Guides, Timing Chain Tensioner, Rocker Arms, Timing Cover, Push Rods, Oil Pump, Oil Pump Housing, Harmonic Balancer, Valve Covers, Engine Mounts, Connecting Rods, Balance Shaft, Balance Shaft Bearing and Vacuum Pump.

**TRANSMISSIONS / TRANSFER CASE:** Transmission Case, Transfer Case and Pan (if damaged by an internally lubricated component), all lubricated parts including: Torque Converter, Transmission Pump, Planetary Gears, Forward and Reverse Clutches, Wave Plates, Input Shaft, Output Shaft, Bands, Sun Gear, Control Solenoid, Valve Body, Shift Mode Synchronizer, Transfer Case Bearing, Drive Sprocket, Intermediate Shaft Bearing and Transmission Mount.

**DRIVE AXLE / DIFFERENTIAL:** Axle Housing(s), if damaged by internally lubricated parts, including: Locking Hubs (4x4), Drive Shaft, Axle Shafts, Universal Joints, CV Joints (unless failure was caused by neglected, torn, cracked or perforated CV Boots), Ring & Pinion Gear, Carrier Bearings, Spider Gears, Axle Bearings and all other internally lubricated parts contained within the Differential Assembly.

**STEERING:** Rack and Pinion, Steering Gear, Power Steering Pump, Steering Knuckles, Pitman Arm, Idler Arm, Tie Rod Ends, Drag Link, Steering Column, Intermediate Shaft and Couplings.

**AIR CONDITIONING & HEATING:** Compressor, Compressor Clutch, Condenser, Condenser Fan Motor, Evaporator, Expansion Valve, Drier/Accumulator, Low and High Side Pressure Switches, A/C Control Head and Heater Core.

**FRONT & REAR SUSPENSION:** Upper and Lower Control Arms, Stabilizer Bar, Stabilizer Bushings, Stabilizer Links, Ball Joints and Wheel Bearings.

**FUEL SYSTEM:** Fuel Pump, Fuel Pressure Regulator and Fuel Level Sending Unit

**BRAKES:** Master Cylinder, Vacuum Assist Booster, Disc Brake Calipers, Wheel Cylinders, Compensating Valve, Hydraulic Control Unit, Wheel Speed Sensors, Hydraulic Pump / Motor Assembly, ABS Pressure Modulator Valve/ Isolation Dump Valve and ABS Accumulator.

**COOLING SYSTEM:** Radiator, Radiator Fan Blade and Motor, Fan Clutch, Water Pump and Thermostat.

**ELECTRICAL:** Alternator, Voltage Regulator, Starter, Starter Solenoid, EVP Sensor, Knock Sensor, Ignition Switch, Ignition Lock Cylinder, Electronic Ignition Module, Front and Rear Window Wiper Motors, Washer Pump and Switch, Stop Lamp Switch, Turn Signal Switch, Horns, Power Window Motor, Regulators and Switches, Power Door Lock Actuators and Switches.

### **CONTRACT EXCLUSIONS:**

All Parts not specifically listed under the COVERED PARTS section are not covered under this CONTRACT. Furthermore, normal maintenance items and repairs are not covered (unless otherwise specified). In addition, this CONTRACT provides no benefits or COVERAGE, and WE have no obligation under this CONTRACT, for the following:

1. Any REPAIR or REPLACEMENT of a listed covered component performed without prior AUTHORIZATION by the ADMINISTRATOR to the LICENSED REPAIR FACILITY.
2. If the VEHICLE has been abused or neglected, or any part of the vehicle has been subject to an accident, physical damage, or adjustments, or for any loss or damage resulting from collision or upset, racing or any other forms of competitive driving, falling missiles or objects, environmental damage including but not limited to 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, or has a SALVAGED or BRANDED title. Moreover, if the vehicle has been declared a TOTAL LOSS, or has a SALVAGED or BRANDED title, this shall be grounds for PROTECT MY CAR voiding the YOUR CONTRACT.
3. Any breakdown caused by the policyholder's failure to protect the VEHICLE from further damage, including but not limited to, failure to replace leaking seals and/or gaskets; improper use of the VEHICLE or parts, or by the failure of the policyholder to maintain proper qualities or levels of coolant and/or lubricants.

- 4. Any mechanical problem(s) that existed prior to the purchase of this CONTRACT, or which arose during the policy's WAITING PERIOD; or for repair costs or expenses reported or made after the expiration date or mileage as shown on the CONTRACT Registration Page.**
- 5. 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 YOU have not promptly repaired a defective odometer, this exclusion applies and this vehicle service CONTRACT will be CANCELLED by US.**
- 6. If the VEHICLE is used for towing (unless the CONTRACT HOLDER'S VEHICLE is equipped with the manufacturer's installed, or a manufacturer authorized, tow package and does not exceed the manufacturer's recommended gross combination weight rating (GCWR)), or is used as a COMMERCIAL USE VEHICLE (unless YOU have paid the commercial use surcharge and it has been selected on the REGISTRATION PAGE). For the purpose of this CONTRACT, using a vehicle as part of a "Ride Sharing Program" (i.e., Uber, Lyft, etc.) is deemed to be a COMMERCIAL USE and shall be grounds for PROTECT MY CAR voiding YOUR CONTRACT.**
- 7. If the CONTRACT HOLDER cannot provide to US, the ADMINISTRATOR, accurate/verifiable maintenance records proving that the VEHICLE has been maintained in accordance with the manufacturer's maintenance schedule as outline in the VEHICLE'S owner's manual (i.e., Oil Changes, Transmission Service, Fluid Exchanges, etc.).**
- 8. Due to any BREAKDOWN which is caused by any repair when the purpose is to raise the VEHICLE'S engine compression or to stop excessive oil consumption.**
- 9. Any failure or BREAKDOWN which is a direct result from the VEHICLE overheating (including, but not limited to, blown head gaskets, a cracked cylinder head and/or engine block).**
- 10. A component or part which has not failed or resulted in a BREAKDOWN, but which a repair facility recommends to be repaired, or replaced.**

11. If any electrical or mechanical modifications have been made to the VEHICLE (i.e., under/oversized tires and/or rims, lift kits, etc.). Your policy will not cover any repairs if your vehicle has been modified or altered from your manufacturer's factory specifications. This exclusion shall apply regardless of whether the policyholder was the person that authorized or performed the modification or alteration. Furthermore, in the event that a policyholder modifies or alters their COVERED VEHICLE (after purchasing their vehicle service CONTRACT), the policyholder has an affirmative obligation to notify PROTECT MY CAR of the modification or alteration that was performed and the date of such modification or alteration. Failure to disclose and/or report either a previous or subsequent modification or alteration shall be grounds for PROTECT MY CAR voiding YOUR CONTRACT.

12. Liability for damage to property, or for injury or death arising out of operation, maintenance or use of YOUR VEHICLE described in this vehicle service CONTRACT.

13. Coverage under this vehicle service CONTRACT applies only to MECHANICAL BREAKDOWNS. Items that are not MECHANICAL BREAKDOWNS are excluded from coverage and include routine maintenance (including fluid changes and tire rotations), wear and tear items, repairs or replacement of parts that are not OEM standard parts, including non-OEM performance enhancement parts or components, parts or components that are under a manufacturer's warranty or recall, any vehicle retrofitted with aftermarket equipment in order to use alternative fuels (i.e., methanol, ethanol, etc.) or repairs, damage or breakdowns which are the result of collisions, accidents, owner neglect or abuse.

14. The following components are explicitly excluded:

Air/Fuel Filters, Air Bag Systems and Components, Alternative Fuel Systems, Batteries, Belts, Body and Trim Items, Body Frame, Brake Drums, Brake Pads, Brake Rotors, Brake Shoes, Bulbs, Catalytic Converters, Collision Damage, Convertible Tops, Electric Powered or Hybrid Fuel Parts and Components, Exhaust Pipes, Fasteners, Fluids, Glass, Headlight Assemblies, Hoses, Key Fobs and Keys, Light Bulbs, Lubricants, Manual Transmission Clutch Assemblies, Mufflers, Nuts, Paint, Sealed Beams, Seat Belt Assemblies, Seat Frames, Sheet Metal, Shocks, Spark Plug Wires, Spark

**Plugs, Struts, Sun/Moon Roofs, Tail Light Assemblies, Upholstery, Washers and Bolts, Weather Strips, Wheels & Tires and Wiper Blades.**

**THIS CONTRACT FURTHER EXCLUDES: PRIOR REPAIRS WHICH ARE SUBJECT TO ANY THIRD-PARTY WARRANTY, OR ANY PRIOR REPAIRS WHERE THERE IS DEMONSTRABLE NEGLIGENCE OR FAILURE IN THE WORKMANSHIP OF SAID REPAIRS; REPAIRS FOR WHICH THE RESPONSIBILITY IS COVERED BY ANY WARRANTY OF THE MANUFACTURER SUCH AS EXTENDED DRIVE TRAIN COVERAGE, OR A REPAIRER'S GUARANTEE (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER, OR REPAIR FACILITY, IS DOING BUSINESS AS AN ONGOING ENTERPRISE). FURTHER, COVERAGE UNDER THIS SERVICE CONTRACT IS SIMILARLY LIMITED IN THE EVENT OF A BREAKDOWN IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS INCLUDING PUBLIC RECALLS AND/OR FACTORY SERVICE BULLETINS.**

### **COMMERCIAL VEHICLES:**

1. This CONTRACT is available for commercial VEHICLES not rated over 1-ton capacity (13,600 GVW), only if the appropriate surcharge is paid at the time that the vehicle service CONTRACT is purchased. Acceptable commercial applications are as follows: DELIVERY, MESSENGER, ROUTE SALES or SERVICES, INSPECTIONS/EXAMINATIONS, MAINTENANCE or REPAIR, GARDENING, FARMING, RANCHING and CARRYING HAND TOOLS to a job site.
2. The VEHICLE must be owned and operated by YOU. VEHICLES that are subject to regular use by different drivers are ineligible for any CONTRACT coverage and such CONTRACTS will be CANCELLED if WE discover that this is the case.
3. COMMERCIAL VEHICLES are required to follow all original manufacturer's SEVERE SERVICE SCHEDULED MAINTENANCE and MUST not exceed the maximum towing load capacities. For specific information, consult YOUR owner's manual or local dealership.
4. VEHICLES in the following categories ARE NOT ELIGIBLE for a COMMERCIAL USE CONTRACT: TAXIS, LIMOUSINES, SHUTTLES, "RIDE SHARING PROGRAMS" (UBER, LYFT, ETC.), POLICE OR OTHER EMERGENCY VEHICLES, SECURITY SERVICE OR ANY LAW ENFORCEMENT AGENCY, SNOW PLOWING, MAIL DELIVERY, TOWING, RENTAL, LOANERS, VEHICLES RATED OVER 1-TON CAPACITY (13,600 GVW), or ANY FLEET VEHICLES.

## REPAIR FACILITY GUIDELINES FOR HANDLING CLAIMS

Follow these steps when handling a claim:

1. Advise the REGISTERED OWNER that an evaluation of a failure does not mean that the repair is covered under this CONTRACT. All COVERED REPAIRS must receive prior authorization by US first. We reserve the right to instruct or allow a LICENSED REPAIR FACILITY to use new or like-kind quality (LKQ), re-manufactured or aftermarket parts as customarily used in the automotive industry in repairing YOUR VEHICLE.
2. Have the REGISTERED OWNER authorize the inspection of the VEHICLE to determine the cause of the failure and the cost of the repair.
3. Determine the cause of the failure and provide a complete estimate showing the parts that have failed, the cost of each part and the number of hours required to install the new parts, Please fax or email the Work Order to OUR Claims Department.
4. OUR Claims Department will contact the service manager and do one of the following things:
  - a. Approve the claim. If the claim is approved, OUR Claims Department will provide YOU with an authorization number, that amount that will be paid and the deductible amount that should be collected from the CONTRACT HOLDER.
  - b. Require an additional evaluation of the non-working components by a third-party inspector to validate the failure and authorize the repair. OUR Claims Department will arrange for the inspection and the inspector will be onsite to perform the inspection within 24-48 hours. After the inspector provides the report to OUR Claims Advisor, your repair facility will receive a call from OUR Claims Department to authorize the repair and provide the authorization number, the approved repair amount that will be paid by US and the deductible amount that will have to be collected from the CONTRACT HOLDER.
  - c. Deny the claim and provide the reason for the denial.
5. Review OUR Claims Department's findings with the REGISTERED OWNER, as well as what will be covered by the vehicle service CONTRACT and what portion of the repairs, if any, will not be covered.



6. Obtain the REGISTERED OWNER'S authorization to complete the repairs. All invoices must have the REGISTERED OWNER'S signature to qualify for payment.
7. Once the repairs are completed, fax in a copy of the final invoice, signed by the CONTRACT HOLDER, which must contain the Authorization Number, authorized amount, Year, Make, Model, VIN # and the customer's information to our payables department. Our fax number is 877-204-9105. Our payables department will then call you with a credit card for payment of the approved portion of the invoice (less the applicable deductible to be paid by the CONTRACT HOLDER).

### **ADDITIONAL CONTRACT PROVISIONS**

LIMITS OF LIABILITY: OUR aggregate limit of liability for all claims and benefits payable under this CONTRACT shall never exceed Fifteen Thousand Dollars (\$15,000.00). YOU will be responsible for the cost of all repairs that exceed the aggregate limit of liability under this contract. OUR limit of liability for any one single authorized claim/repair for this CONTRACT shall never exceed the actual cash value of YOUR VEHICLE at the time and purchase date of this CONTRACT.

WE will not be liable to YOU for consequential damages or injuries, nor for any cost or expenses that provide betterment, upgrade, or enhancement to YOU or YOUR VEHICLE. This limit of liability applies regardless of the cause and regardless of the legal theory asserted. There are no warranties that extend beyond the description on the face hereof. The warranties of merchantability and fitness for particular purpose are expressly excluded and disclaimed. In return for YOUR payment for this vehicle service CONTRACT, and subject to its terms, YOU will be provided with the protection that is described herein.

SUBROGATION: YOU agree that WE, after honoring a claim on YOUR CONTRACT, 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 YOUR CONTRACT shall become OUR property or the property of OUR designee and

shall be forwarded to the same by YOU, up to the total amount paid by US under YOUR CONTRACT.

**TERRITORY:** means the contiguous forty-eight states of the United States of America and Canada. No claims will be approved for MECHANICAL REPAIRS, or road side assistance, or for other benefits, if the supplier of those services is located, or the claim arose, outside the contiguous forty-eight states of the United States of America or Canada.

**TRANSFER OR SALE OF VEHICLE:** This VEHICLE SERVICE CONTRACT will terminate when YOU sell YOUR VEHICLE unless transferred by using OUR transfer procedure that is provided in the "Transfer Section," or when this contract is cancelled as outlined in the Cancellation Section.

**TRANSFER OF YOUR VEHICLE SERVICE CONTRACT:** This CONTRACT cannot be transferred to another VEHICLE. It can only be transferred to a different private owner of the same VEHICLE;

- a. The VEHICLE is subject to an inspection (at OUR discretion and at YOUR expense) and the transfer of the CONTRACT to the new VEHICLE owner must take place within fifteen (15) days of change of VEHICLE ownership.
- b. YOU may not transfer this CONTRACT to a VEHICLE dealer, or to the customer of a VEHICLE dealer, nor may this CONTRACT be transferred to a commercial use application user if the commercial use surcharge was not paid at the time of the original CONTRACT PURCHASE DATE.
- c. All remaining underlying warranties must be transferred to the new owner.
- d. The new CONTRACT holder will be bound by the TERMS AND CONDITIONS of this CONTRACT.
- e. If the original owner/first retail purchaser full warranty does not transfer to subsequent owners, this CONTRACT coverage will not apply to any MECHANICAL BREAKDOWN or FAILURE that would have been covered to the original owner/first retail purchaser under the manufacturer's original owner/first retail purchaser full warranty.

## **CANCELLATION**

YOU may cancel this CONTRACT by contacting US by phone. YOU will be required to request the cancellation in writing.

This CONTRACT will terminate when YOU sell YOUR VEHICLE or when this CONTRACT is cancelled.

**THIRTY (30) DAY FREE LOOK:** In the event that YOU would like to cancel this CONTRACT within the first thirty (30) days, YOU are entitled to a full refund of your down payment (minus any claims paid).

After the THIRTY (30) DAY FREE LOOK period, a cancellation refund will be calculated on a pro rata basis and YOU will receive the lesser of the unused portion of the days or mileage that the CONTRACT has been in effect, compared to the term stated on the CONTRACT, less claims paid, less the administrative processing fee of \$50.00.

WE will cancel this vehicle service CONTRACT only for nonpayment of the CONTRACT PURCHASE PRICE, a material misrepresentation by YOU to US, or a substantial breach of duties by YOU relating to the covered VEHICLE under this CONTRACT or its use. Providing an inaccurate starting mileage and/or stating that YOUR VEHICLE is in good running condition when a pre-existing issue is known to exist shall be deemed a material misrepresentation by YOU to US and shall serve as grounds for US to administratively cancel your policy.

To cancel or transfer this CONTRACT, please send a written request including the contract number, date of requested transfer/cancellation, odometer mileage at date of transfer/cancellation, and new owner name and address (if a transfer). Please sign, and if a transfer have the new owner sign, the request and return to US.

## **ARBITRATION AND DISPUTE RESOLUTION**

Unresolved disputes between YOU and US concerning this vehicle service CONTRACT will be subject to non-binding arbitration. Under this arbitration provision, YOU have not given up YOUR right to resolve ANY dispute arising from this agreement by a judge or jury. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third-party) will give a decision after hearing YOUR and OUR positions.

The decision of a majority of the arbitrators will determine the outcome of the arbitration. However, the decision of the arbitrators will not be binding and may be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either YOU or WE must make a written demand to the other party for arbitration. This demand must be made within six (6) months from the time of the dispute arose. YOU and WE will each pay the expense of the arbitrator selected by that party. The expenses of the umpire will be shared equally by YOU and US. Unless otherwise agreed to by YOU and US, the arbitration will take place in OUR County and State. The arbitration shall govern all matters arising out of, or relating to, this vehicle service CONTRACT and all transactions contemplated by this vehicle service CONTRACT, including without limitation, the validity, interpretation, construction, performance and enforcement of this vehicle service CONTRACT.

## **STATE AMENDMENTS AND/OR DISCLOSURES**

**The following state-specific language changes YOUR CONTRACT and replaces any conflicting language herein.**

**FLORIDA: YOU may assign this CONTRACT to a subsequent purchaser of YOUR VEHICLE within a period of time which does not expire earlier than fifteen (15) days after the date of the sale or transfer of YOUR VEHICLE. If you assign this CONTRACT, we will impose an assignment fee not to exceed forty dollars (\$40).** The Section entitled "Cancellation" is hereby amended as follows: The first sentence of the subsection entitled "Thirty (30) Day Free Look" is deleted and replaced with the following: "YOU may cancel this agreement within sixty (60) days after purchase and YOU will be entitled to a refund equal to one hundred percent (100%) of the CONTRACT PURCHASE PRICE actually paid, less any claims paid on the agreement. If YOU cancel this CONTRACT, WE will impose a reasonable administrative fee not to exceed five percent (5%) of the CONTRACT PURCHASE PRICE actually paid by YOU. If YOU cancel this CONTRACT after sixty (60) days, YOU will be entitled to a refund equal to ninety percent (90%) of the unearned CONTRACT PURCHASE PRICE actually paid, based on elapsed time, less any claims paid. After this AGREEMENT has been in place for sixty (60) days, WE cannot cancel this CONTRACT except for the following: there has been a material misrepresentation or fraud at the time of sale of this CONTRACT; YOU have failed to maintain the motor vehicle as prescribed by the manufacturer; the odometer has been tampered with or disabled and YOU have failed to repair it; or YOU have failed to pay the required premium, in which case WE will provide YOU notice of cancellation by certified mail. If WE cancel this CONTRACT, WE will return to YOU one hundred percent (100%) of the unearned pro rata premium, based on elapsed time, less any claims paid on the CONTRACT. The rate charged for this CONTRACT is not subject to regulation by the Florida Office of Insurance Regulation. **Our Florida license number is 40650.**

**VEHICLE MAINTENANCE RECORDS**

| <b>Date</b> | <b>Description</b> | <b>Mileage</b> |
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