

United Service Protection, Inc  
Post Office Box 20949  
St. Petersburg, Florida 33742  
License Number 60016

**SERVICE AGREEMENT NUMBER**

## USAA Extended Vehicle Protection Vehicle Service Agreement Declaration Page

AGREEMENT HOLDER INFORMATION			VEHICLE INFORMATION		
LAST NAME	FIRST NAME	MI	YEAR	MAKE	MODEL

ADDRESS	EMAIL	ODOMETER	IN-SERVICE DATE	VEHICLE PURCHASE PRICE	
				Current Black Book Retail Value	
CITY/STATE/ZIP CODE	TELEPHONE NUMBER	VIN			

COVERAGE INFORMATION		PLANS / PACKAGES
VEHICLE CLASSIFICATION	AGREEMENT TERM	COVERAGE PLAN

<input type="checkbox"/> NEW <input type="checkbox"/> PRE-OWNED	MONTHS ____ MILES ____	
AGREEMENT PURCHASE DATE	AGREEMENT EXPIRATION DATE	

AGREEMENT EXPIRATION MILEAGE	DEDUCTIBLE	SINGLE PAYMENT AGREEMENT PRICE	METHOD OF PAYMENT
			<input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CASH/CHECK <input type="checkbox"/> FINANCED

### OTHER PROVISIONS

The **ADMINISTRATOR** of this **VEHICLE SERVICE AGREEMENT** is **United Service Protection, Inc. at Post Office Box 20949, St. Petersburg, Florida 33742. The Florida License Number is 60016.** The telephone number is 1-877-EVPUSAA (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, Inc.**, the address and telephone number for which are provided above. Nation Motor Club is the entity obligated to perform the 24-Hour Roadside Assistance Benefits and is the party identified as the **OBLIGOR** 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.**

Purchase of this **AGREEMENT** is not required in order to purchase or obtain financing for a motor **VEHICLE**.  
**Claims ADMINISTRATOR: 1-877-EVPUSAA (1-877-387-8722) Roadside Benefits ADMINISTRATOR: (1-866-375-5374)**

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

AGREEMENT HOLDER SIGNATURE	DATE
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**X**

## 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 repair.

**COVERED PARTS** - The parts listed in the Schedule of Covered Parts subsection of the Schedule of Coverages document of this **AGREEMENT**.

**DECLARATION PAGE** - The numbered document executed by **YOU** which is part of this **AGREEMENT**. It lists 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 **ADMINISTRATOR** 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**.

**YOU, YOUR** - The **AGREEMENT** holder shown on the **DECLARATION PAGE** of this **AGREEMENT**.

**YOUR VEHICLE OR VEHICLE** - The **VEHICLE** described on the **DECLARATION PAGE** that is covered under 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 PLAN 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 the mileage of the Term Selected.

b) **WRAP PLANS VEHICLE COVERAGE:**

**For Vehicles with a current 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<sup>st</sup> of the model year. The Manufacturer Wrap **PLAN** 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. 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 **PLAN** 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.
- (1) The **VEHICLE** Purchase Price, as shown on the **DECLARATION PAGE**; or
- (2) The Black Book retail value of the **VEHICLE** at the time of the current repair.

## 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 PLAN**.

**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 **AGREEMENT**. Please refer to the section of this **AGREEMENT** titled **AGREEMENT** Holder's Guide to Filing a **CLAIM** for **CLAIMS** instructions. **YOU** must comply with all of the terms and provisions of this **AGREEMENT**.

**Repairs may be completed with parts of like kind and quality.**

## 3) Deductible

**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.
- b) **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:

## 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

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** and the **ADMINISTRATOR** have no liability for incidental and consequential damages is expressly excluded herein. Incidental and Consequential damage is including, but not limited to, property damage, loss of use of the **VEHICLE**, loss of time, inconvenience, or commercial loss resulting from the operation, maintenance 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 self-maintained 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. The rate charged for this **AGREEMENT** is not subject to regulation by the Florida Office of Insurance Regulation.
- b) Proof of payment to **US** shall be considered proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures **OUR** obligation.
- c) This **AGREEMENT** is not renewable.

#### **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-EVPUSAA (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 FACILITY** when the **VEHICLE** is picked up.

##### h) **Pay Deductible and Costs for Non-Covered Repairs**

**WE** will reimburse the **REPAIR FACILITY** or **YOU** for the cost of the work performed on the **VEHICLE** that is covered by this **AGREEMENT** for the previously authorized amount, less any applicable **DEDUCTIBLE**. **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 ninety (90) days from the date the covered repair was completed to be eligible for payment. The documentation should include 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 **CLAIM** made for any of the Additional Benefits listed in the Schedule of Coverages, **except a CLAIM for Substitute Transportation**. For authorization, please call the **ADMINISTRATOR'S** claims number **1-877-EVPUSAA (1-877-387-8722)**

**b) Submit Paid Receipts to the Administrator**

A paid receipt from a licensed service provider, stating the type of service and the date provided, must be submitted along with **YOUR AGREEMENT** Number and the odometer mileage of the **VEHICLE** on the date the service was provided, to the **ADMINISTRATOR**, at the address shown below, within ninety (90) days from the date of the covered service or repair to be eligible for payment.

**ADMINISTRATOR:**

**P.O. Box 20949**

**St. Petersburg, Florida 33742**

**ATTN: Claims Department**

**Toll Free Number: 1-877-EVPUSAA (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
6. 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 ninety (90) days from the date of the service to be eligible for payment:

1. **AGREEMENT** Number;
2. Valid receipt from the service provider;
3. Authorization Number;
4. Valid vehicle identification number; and
5. 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, the contact information is above.

**REPAIR FACILITY'S GUIDE TO FILING A CLAIM**

**IF THE VEHICLE INCURS A BREAKDOWN, THE REPAIR FACILITY SHOULD TAKE THE FOLLOWING STEPS TO FILE A CLAIM:**

**1) Advise Agreement Holder**

Advise the **AGREEMENT** 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** 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-EVPUSAA (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 Inspection/Tear-Down Policy:

1. Save all components, including fluids and filters that need to be repaired.
2. The **ADMINISTRATOR** will arrange for inspection.
3. If not visited within 48 hours, call Customer Service at **1-877-EVPUSAA (1-877-387-8722)**.

#### 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 ninety (90) 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-EVPUSAA (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** ("**CLAIM**"), 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 written, reasoned findings of fact and conclusions of law. **The arbitration action will take place in the county where YOU reside.** This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Provision is 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**.

**While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction.**

### **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.

**ADMINISTRATOR:**

**Toll Free Number: 1-877-EVPUSAA (1-877-387-8722)**

- 2) **YOU** may cancel this **AGREEMENT** if the **VEHICLE** is sold, lost, stolen or destroyed.
- 3) **WE** may cancel this **AGREEMENT** based on one or more of the following reasons: (A) there has been a material misrepresentation or fraud at the time of sale of this **AGREEMENT**; (B) **YOU** have failed to maintain the **VEHICLE** as prescribed by the manufacturer; (C) the odometer has been tampered with or disabled and **YOU** have failed to repair the odometer; or (D) for non-payment of the **AGREEMENT** Purchase Price by **YOU**, in which case **WE** shall provide **YOU** with a notice of cancellation by certified mail. 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 mailed within fifteen (15) days of the date of cancellation.
- 4) If the **VEHICLE** and this **AGREEMENT** have been financed, the Lienholder may cancel this **AGREEMENT** for non-payment or if the **VEHICLE** is declared a total loss or is repossessed.

#### **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:

1. 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 **CLAIM** 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:**

A) 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 valve and solenoid, shock absorbers; Wheels, tires, covers, wheel balancing; Contamination of any kind, Corrosion, Rust, Hazardous waster removal, detonation, pre-ignition, carbon build up, sludge, electrolysis; Any components that its only purpose is for illumination such as, but not limited to; Sealed beams, high-intensity discharge (Xenon) headlamps, LED'S and light bulbs; Lenses, secondary or Back up batteries, battery packs for Hybrid **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 manufacturer's 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 of the **VEHICLE**, loss of time, inconvenience, or commercial loss resulting from the operation, maintenance and/or use of the **VEHICLE**, unless specifically covered herein;