4350 Northern Pike Suite 143
Monroeville, PA 15146
888-335-6838
carsprotectionplus.com

C·A·R·S PROTECTION PLUS

CONTRACT NUMBER: [redacted]

SYNERGY PROTECT

APPLICATION / SERVICE CONTRACT

Form B1067 SPCA 2208

OWNER'S INFORMATION

OWNER'S NAME [redacted]

OWNER'S ADDRESS, CITY, STATE, ZIP [redacted]

OWNER'S EMAIL

OWNER'S PHONE [redacted]

SELLER INFORMATION

SELLER'S NAME [redacted]

SELLER'S PHONE [redacted]

SELLER'S ADDRESS, CITY, STATE, ZIP [redacted]

SELLER'S EMAIL

SELLER'S CODE [redacted]

COVERED VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN) [redacted]

CURRENT ODOMETER [redacted]

YEAR, MAKE, AND MODEL [redacted]

PAYMENT PLAN PROVIDER

NAME [redacted]

COVERAGE AND TERM SELECTED

COVERAGE

☐ PLATINUM/PLATINUM II ☐ SILVER ☐ BRONZE

SERVICE CONTRACT PURCHASE PRICE	TERM	DEDUCTIBLE
[redacted]	[redacted]	$200.00 Per Repair

SURCHARGES/OPTIONAL EQUIPMENT-FEATURES

☐ 4x4 and All Wheel Drive ☐ Diesel ☐ Seals and Gaskets

☐ Commercial Use ☐ High Technology ☐ Turbo/Supercharger

COVERAGE START AND EXPIRATION

Start Date	Start Mileage	Expiration Date	Expiration Mileage
[redacted]	[redacted]	[redacted]	Whichever Comes First [redacted]

ACCEPTANCE TO TERMS

I have read, understand, and agree to the Terms and Conditions as stated on this entire **Service Contract Application. I understand there is a Validation Period and no claim will be honored or paid for any failures that occur from the Purchase Date of this Service Contract Application for a period of 30 calendar days and 1,000 miles. The 30 day/1,000 mile Validation Period will be added to Your contract term at expiration. I have read, understand, and agree to the limit of liability as stated in Section 10.** I certify the information above is correct. **I am responsible for non-covered charges and the Deductible indicated above.**

[redacted]

Owner's Acceptance to Terms

[redacted]

Purchase Date

SAMPLE

SYNERGY PROTECT – TERMS & CONDITIONS

TERMS AND CONDITIONS

This Agreement is subject to the following Terms and Conditions. No alterations, changes or waivers of provisions may be made to this Agreement. The benefits available under this Agreement are strictly provided to You for repairs to the Covered Vehicle. Important: State Guidelines and Regulations where Agreement was sold take precedence over these Terms and Conditions.

1. COVERAGE

a. **PLATINUM/PLATINUM II COVERAGE: We** will cover the necessary **Costs** of repairs for any **Breakdown** to **Your Vehicle,** less payment of the **Deductible** selected on the **Information Page** of this **Agreement,** except for terms listed under **Exclusions-What Is Not Covered**. Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and use, when the wear exceeds the manufacturer's specifications.

b. **BRONZE COVERAGE: (Includes those Items listed in 1 through 6)** Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and use, when the wear exceeds the manufacturer's specifications.

1. **ENGINE:** Cylinder block and cylinder head(s), all internal lubricated parts including pistons, piston rings, wrist pins, connecting rods, rod and main bearings, crankshaft, camshaft(s) and bearings, followers, lifters, pushrods, rocker arms, rocker shafts and bushings, timing chain and gears, timing chain tensioners, balance shafts, timing belt, timing belt tensioner, valves, valve seats, valve guides, valve springs and retainers, oil pump, oil pump pick up and drive, dipstick and tube, water pump, intake manifold, exhaust manifold(s), harmonic balancer, flywheel/flex plate, valve cover(s), timing case cover, oil pan, vacuum pump, motor mounts.
   TURBO/SUPERCHARGER EQUIPPED: When selected, Optional Equipment-Features and the appropriate surcharge is paid. The Turbo/Supercharger housing and all internal lubricated parts plus the wastegate/bypass valve are covered.
   DIESEL/TURBO DIESEL EQUIPPED: When selected, Optional Equipment-Features and the appropriate surcharge is paid. All internal lubricated parts listed under ENGINE plus the diesel injection pump, metal fuel lines and nozzles are covered.
2. **TRANSMISSION:** ***AUTOMATIC EQUIPPED:*** Transmission Case and all internal lubricated parts including pump, valve body, torque converter, governor, clutches, bushings, shafts, gear sets, bearings, vacuum modulator, dip stick and tube, transmission mounts. ***Standard Transmission Equipped:*** Transmission case and all internal lubricated parts including shafts, bushings, bearings, gear sets, synchronizers, shift forks and transmission mounts. ***Transfer Case Equipped:*** When selected, Optional Equipment-Features and the appropriate surcharge is paid. The Transfer Case housing and all internal lubricated parts including main shaft, gear sets, chain and sprockets, bearings, bushings and Transfer Case mount are covered.
3. **DRIVE AXLE:** ***Front Wheel Drive Equipped:*** Drive axle housing and all internal lubricated components including carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, constant velocity joints and double offset joints (except if boot was damaged or missing), front and rear wheel hub bearings. ***Rear Wheel Drive Equipped:*** Drive axle case and all internal lubricated parts including carrier, ring and pinion gears, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, drive shafts, drive shaft support, u-joints, front and rear wheel hub bearings. ***Four Wheel Drive/All Wheel Drive Equipped:*** When selected, Optional Equipment-Features and the appropriate surcharge is paid. All components listed under Front Wheel and Rear Wheel Drive Equipped are covered plus locking hubs.
4. **AIR CONDITIONING:** Compressor and clutch, condenser, evaporator.
5. **ELECTRICAL:** Alternator, voltage regulator, starter motor and drive, starter solenoid, front windshield wiper motor.
6. **TAXES AND FLUIDS:** State and local taxes where applicable and required fluids to complete covered repairs.

c. **SILVER COVERAGE: (Includes those Items listed in 1 through 15)** Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and use, when the wear exceeds the manufacturer's specifications.

7. **EXTENDED DRIVETRAIN: ENGINE:** Drive Pulleys, auxiliary oil cooler and metal cooler lines, oil pressure sending unit, water jacket-core plugs. ***Transmission:*** Oil cooler and metal cooler lines, electronic shift control solenoid(s) and speed sensor.
8. **EXTENDED AIR CONDITIONING:** Receiver drier, orifice, temperature control programmer, P.O.A. valve, expansion

SAMPLE

SYNERGY PROTECT – TERMS & CONDITIONS (continued)

valve, heater/AC blower motor, heater core.

9. **EXTENDED ELECTRICAL:** Rear wiper motor and front/rear windshield washer pump(s), delay circuit board, relay and switch. Heated back glass-element, electronic ignition module, wiring harnesses, power window motors and power window regulators, power door lock actuators, horn(s), manually operated electrical switches (except audio/video control switches), ignition switch, brake light switch, and doorjamb switches.
10. **ENGINE COOLING:** Radiator, radiator cooling fan and motor, fan blade, fan clutch, fan shroud, coolant recovery tank, thermostat, temperature sending unit.
11. **ENGINE FUEL:** Fuel pump, fuel tank, fuel tank sending unit, fuel tank filler neck.
12. **FRONT SUSPENSION:** Upper and lower control arms including shafts and bushings, upper and lower ball joints, stabilizer shaft including linkage, mounts and bushings, strut rods, king pins, spindles/knuckles and supports, wheel hub bearings. Front End Alignment will also be included where required to complete covered repairs.
13. **STEERING: (Gear or Rack and Pinion Equipped)** The housing and all internal lubricated parts including the power steering pump, power steering reservoir, power cylinder assembly, main and intermediate steering shaft and coupling, power steering oil cooler and metal lines, tie rod ends, center link, idler arm, pitman arm. The secondary steering rack or actuator, rear power steering pump and tie rod ends are covered. Two or Four Wheel Alignment will also be included where required to complete covered repairs.
14. **BRAKES:** Power assist booster, master cylinder, disc brake calipers, wheel cylinders, hydraulic metal lines and fittings, metering/proportioning valve, parking brake linkage and cables.
15. **SEALS AND GASKETS: (Included in Gold and Silver Coverage Vehicles sold with less than 100,000 Miles)** All seals and gaskets for named components in the appropriate coverage level except when the cause of failure is the result of overheating, lack of lubrication or lack of required fluids.

d. <u>GOLD COVERAGE:</u> (Includes those Items listed in 1 through 19) Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and use, when the wear exceeds the manufacturer's specifications.

16. **HIGH TECHNOLOGY:** Includes driver information displays (except Navigation System) including analog, digital/LED readouts and circuit boards. Fuel Injectors, fuel pressure regulator, fuel injection sensors for mass airflow, throttle position, cam/crank position, and manifold absolute pressure and idle air control. Distributor, engine management control computer, spark control/anti detonation sensor and controller, transmission shift controller. Cruise control module, servo and engagement switch. ABS (Anti-Lock Brake System) wheel sensors, pump motor and controller. Traction control sensors, controller and engagement switch. Four-wheel drive actuator motor and control switch. Level control or pneumatic suspension pump, its sensors and limiter valve. Manufacturer installed combination entry transmitter and transceiver and anti-theft device. Manufacturer installed AM/FM radio and speakers, cassette/CD player, equalizer/amplifier, DVD video player and its remote transmitter and monitor display. All power motors and manually operated control switches for the manufacturer installed radio antenna, seats, headlight doors, mirrors, convertible top, sun roof, sliding doors, rear hatch and trunk pull down.
17. **ENHANCED SUSPENSION:** Includes rear suspension control arms, shafts and bushings, trailing arms, spindles/knuckles and supports, ball joints, spherical rod ends and tie rods, stabilizer bar, linkage and bushings, front and rear coil springs, leaf springs and torsion bars. Front and Rear Wheel Alignment will also be included where required to complete covered repairs.
18. **ENHANCED TECHNOLOGY:** Manufacturer installed Navigation System. Seat heater/cooler elements, controller and actuating switches. Powered Mirror-heater elements. Back up camera and monitor, back up sensors and alarm. Ignition coil(s), powertrain control module, body control module, HVAC blend door motor assembly, serpentine belt and serpentine belt tensioner, EGR valve, oxygen sensor(s). When selected, Optional Equipment-Features and the appropriate surcharge is paid the Turbo/Supercharged Engine-Intercooler, Supercharger-clutch and pulley are covered.
19. **CONVENIENCE:** Spare tire carrier, mirror swing arms and mounts, original **Vehicle** manufacturer installed running board actuator motors, pop-out sliding window latches and hinges. Tailgate handles, locks, hinges, cables, and latches. Cargo lamp, courtesy lights and map light fixtures. Hood, trunk and hatch-gas assist cylinders. Manually operated seat track latches, adjusters and folding mechanism.

<u>2. OPTIONAL COVERAGE</u>

SAMPLE

SYNERGY PROTECT – TERMS & CONDITIONS (continued)

a. **COMMERCIAL USE:** Available for Platinum/Platinum II and Gold Coverage only, when indicated on the **Information Page** and a surcharge has been paid. The **Administrator** will cover repairs subject to the following conditions: ***Eligible Vehicles:*** passenger cars, light trucks and vans up to and including one ton trucks used for: route sales and/or route service, inspections, maintenance or repair purposes, carrying tools to a job site, farming and ranching. If towing, the **Vehicle** must be equipped with the manufacturer's installed towing package and not specifically excluded under **Ineligible Vehicles. Note: Extra Maintenance is Required:** The owner must perform the manufacturer's "Severe Duty" maintenance service schedule in the manufacturer's owner's manual and provide receipts proving the required maintenance was performed in the event of a claim. ***Ineligible Vehicles:*** Multiple driver **Vehicles** and any **Vehicle** used for commercial hauling, delivery, shuttle, taxi or limousine service, police, postal service, law enforcement or emergency services, security services, snow plowing, cable or line installation, or removal, any rental **Vehicle**, **Vehicles** equipped with flat beds, dump beds, commercial towing equipment, lifting or hoisting equipment, step vans, high cube vans or box bodies. **Vehicles** used for carrying or towing payloads in excess of manufacturer's specifications are also not eligible.

b. **SEALS AND GASKETS: (An available option for all Bronze Coverage and for Silver Coverage Vehicles with over 100,001 Miles at the time of sale.)** When selected on the **Information Page** of this **Agreement** and a surcharge has been paid. All seals and gaskets for named components in the appropriate coverage level except when the cause of failure is the result of overheating, lack of lubrication or lack of required fluids.

c. **HIGH TECHNOLOGY: (An available option for Silver Coverage for Vehicles with up to 100,000 Miles at the time of sale).** When selected on the **Information Page** of this **Agreement** and a surcharge has been paid. Coverage includes driver information displays (except Navigation System) including analog, digital/LED readouts and circuit boards. Fuel injectors, fuel pressure regulator, fuel injection sensors for mass airflow, throttle position, cam/crank position, and manifold absolute pressure and idle air control. Distributor, engine management control computer, spark control/anti detonation sensor and controller, transmission shift controller. Cruise control module, servo and engagement switch. ABS (Anti-Lock Brake System) wheel sensors, pump motor and controller. Traction control sensors, controller and engagement switch. Four-wheel drive actuator motor and control switch. Level control or pneumatic suspension pump, its sensors and limiter valve. Manufacturer installed combination entry transmitter and transceiver and anti-theft device. Manufacturer installed AM/FM radio and speakers, cassette/CD player, equalizer/amplifier, DVD video player and its remote transmitter and monitor display. All power motors and manually operated control switches for the manufacturer installed radio antenna, seats, headlight doors, mirrors, convertible top, sun roof, sliding doors, rear hatch and trunk pull down.

3. ADDITIONAL BENEFITS

a. **TOWING ASSISTANCE:** If towing assistance becomes necessary due to the **Breakdown** of a covered component, towing Costs not payable by insurance will be covered for up to $100.00 per occurrence. **You must contact roadside assistance at 800-418-9836.**

b. **RENTAL ASSISTANCE: In the event of a Breakdown of a covered part, You will be reimbursed for actual expenses incurred for substitute transportation at the maximum daily rate of $35.00 per day, for five days, not to exceed $175.00 per occurrence. After the first day of rental, each additional day requires the covered repairs exceed 4.0 labor hours per additional day as defined in the current year's nationally recognized labor time standards manual. For parts delay or component failure inspection, a per day allowance may be made at the discretion of the Administrator. Reimbursement for substitute transportation shall not continue beyond the day on which covered repairs are completed. A substitute Vehicle must be rented from a nationally recognized rental agency and receipts are required for reimbursement. To receive reimbursement, You must present a rental agreement signed by You, including proof of payment receipt, from the nationally recognized rental agency within 60 days of the completion of the covered repairs.**

c. **TRIP INTERRUPTION ASSISTANCE: (Not available for Bronze Coverage)** When a covered **Breakdown** disables **Your Vehicle** and the repairs are completed more than 100 miles away from **Your** residence, **We** will reimburse **You** for lodging and meal expenses incurred by **You** between the date of the **Breakdown** and the date on which covered repairs are completed. **You** will be reimbursed for actual expenses up to $75.00 per day, for three days, not to exceed $225.00 per occurrence. Receipts are required for reimbursement.

d. **ROADSIDE ASSISTANCE:** Benefits are provided for the term of the service **Agreement** for up to $100.00 per occurrence under a separate **Agreement. You** are entitled to one roadside assistance service per 72-hours. To

SAMPLE

SYNERGY PROTECT – TERMS & CONDITIONS (continued)

receive these benefits, **You must call 800-418-9836** and provide **Your Contract** number (located on the top right hand corner of the **Information Page**). Roadside assistance benefits are only available when the service **Agreement** has been reported and paid to the **Administrator**. The following benefits are available: 1. **Towing Assistance:** When towing is necessary, the **Covered Vehicle** will be towed to the destination of **Your** choice. 2. **Battery Service:** If a battery failure occurs, a jump-start will be applied to start the **Covered Vehicle.** 3. **Flat Tire Service:** Tire service includes removal of the flat tire and its replacement with the **Covered Vehicle's** spare tire. 4. **Emergency Fluid/Fuel Delivery Service:** An emergency supply of coolant, oil, water or fuel will be delivered for **Your Covered Vehicle** if **You** have an immediate need. **You** must pay the **Cost** of the actual fluid or fuel when delivered. 5. **Lock-Out Assistance:** If **Your** keys are locked inside the **Covered Vehicle**, assistance will be provided to gain entry to the **Vehicle.**

e. **AGREEMENT TRANSFERABILITY:** In the event that **You** sell the **Covered Vehicle** to another private party, **You** may apply for transfer of coverage to the new owner. See Terms and Conditions for necessary procedures.

4. **SERVICE CONTRACT CLAIM PROCEDURES: FAILURE BY YOU OR YOUR REPAIR FACILITY TO FOLLOW THESE CLAIM PROCEDURES MAY DELAY AND/OR RESULT IN CLAIM DENIAL. TO AVOID DELAY, FOLLOW THE CLAIM PROCEDURES LISTED BELOW:**

a. **Your Vehicle must be at a qualified repair facility, of Your choosing, in the United States, CAPABLE TO: (1) perform tear-down to the point of component failure, (2) determine the cause of failure and extent of damage, and (3) rebuild the component, if necessary or requested. The Vehicle MUST REMAIN at the same repair facility until repairs are complete. If Your Vehicle is removed the claim will be closed. If Your repair facility is unwilling or unable to work with Us, then We reserve the right to require You to choose another repair facility.**

b. **Your repair facility must call 888-335-6838 to open a claim BEFORE any repairs have begun. However, if Our office is closed, You must call Us as soon as possible and leave a voice message with Your name, VIN or Service Contract Number, and a description of the claim and/or mechanical breakdown. In the event an emergency breakdown occurs outside of Our working hours, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by Us. 24-Hour Roadside Assistance is available. To utilize this service, you MUST call roadside assistance at 800-418-9836.**

c. **For any authorized claim, Your repair facility must perform a proper diagnosis as determined by Us to determine the cause of failure and extent of damage, which may include tear down to the point of component failure upon Our request. YOU ARE RESPONSIBLE FOR THESE CHARGES for non-covered repairs and any diagnostic and tear-down charges in excess of one hour for covered repairs.**

d. **We have the right to issue an independent third-party inspection on Your Vehicle at no charge to You. However, if Your repair facility is unable/unwilling to show the cause of failure and the extent of damage during an initial inspection, You will be responsible for all re-inspection costs. e. Your repair facility MUST provide Us with an estimate for the covered repair in order to obtain an Authorization number BEFORE any repairs have begun. ANY REPAIRS PERFORMED PRIOR TO AUTHORIZATION WILL BE DENIED.**

f. **We have the option to select used, rebuilt or aftermarket components when authorizing repairs. For authorized claims totaling in excess of Your deductible (if any), You may have the choice to select either a third-party component or take a claim allowance to specifically be used towards Your repair. If Your chosen repair facility provides parts for an authorized repair, a minimum 90 day Parts and Labor Warranty is required for all Power Train components. If We supply a third-party component on Your Vehicle, the warranty on that part expires at the end of Your Service Contract Term, regardless of any delays or downtime.**

g. **For all authorized claims, if a part is not available for any reason, including the part no longer being manufactured, then We will provide a maximum benefit payout directly to You calculated as the OEM manufactured part price not to exceed Your Vehicle's cash value at time of claim. Upon issuing payment, You agree the claim to be adjudicated and closed.**

h. **FOR ALL CLAIMS, AFTER 30 DAYS WITHOUT A CLAIM STATUS UPDATE FROM YOUR REPAIR FACILITY TO US, THE CLAIM WILL BE CLOSED. IF YOUR SERVICE CONTRACT HAS EXPIRED DURING THIS TIME, NO FURTHER CLAIMS CAN BE MADE, AND NO FURTHER ASSISTANCE WILL BE PROVIDED, REGARDLESS OF YOUR VEHICLE'S CONDITION OR LOCATION.**

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SYNERGY PROTECT – TERMS & CONDITIONS (continued)

i. If it is determined a covered component has failed and an estimate for the repairs is approved by Us, an Authorization number will be issued for the repair. The Authorization number is valid for 180 days from the date issued. After 180 days the Authorization number and claim are void. No invoice will be processed without a valid Authorization number, Your signature, repair facility's parts and labor warranty on repairs (if applicable) and repair facility's identifying information.

5. DEFINITIONS:

Administrator, Our, Us and **We** – refers to Florida C.A.R.S. Protection Plus, Inc. ("FL CARS") in Florida, Florida License #32409; and C.A.R.S. Protection Plus, Inc. ("CARS") in all other jurisdictions, both located at 4350 Northern Pike, Suite 143, Monroeville, PA 15146, 888-335-6838.

Agreement – means the **Service Contract Agreement** that is a contract between **You** and **Us.**

Breakdown or Mechanical Failure – means the failure of an original or replacement part, covered by this **Agreement,** to perform its function as it was originally designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's tolerance. It does mean the gradual reduction in operating performance due to normal wear and use.

Commercial Use Vehicle – means a **Vehicle** registered to a business and/or used for business purposes. Unless identified on the **Information Page, Commercial Use Vehicle(s)** are expressly excluded from coverage under this **Agreement.**

Cost – means the usual and fair charges for parts and labor necessary to repair covered parts. **Replacement of any covered part may be made with new, remanufactured, rebuilt or like kind and quality at the time of Breakdown at the discretion of the Administrator. Parts will be reimbursed up to manufacturer's suggested list price. Labor time will be reimbursed using nationally recognized labor time standards.**

Deductible – means the amount that **You** must pay for covered repairs per occurrence as indicated on the **Information Page** of this **Agreement.**

Effective Date – is the date calculated as the sum of: (i) the **Purchase Date** of this **Agreement** identified on the **Information Page** plus (ii) the **Validation Period**.

Information Page – means page 1 of this **Agreement** identifying (i) **Your** name, mailing address, email address, phone number; (ii) the **Seller's** name, mailing address, email address, phone number; (iii) the **Vehicle** year, make, model, **Vehicle** Identification Number (VIN), odometer; (iv) Payment Plan Provider; (v) Coverage Selected, **Service Contract Purchase Price**, Term, **Deductible**; (vi) Surcharges/Optional Equipment-Features; (vii) Coverage Start and Expiration Date, and (viii) Acceptance to Terms and **Purchase Date** acknowledged, agreed and signed by **You**.

Labor Rate – **Your** repair facility's posted retail labor rate defined as the hourly labor rate within accepted industry standards.

Lienholder/Lender/Payment Plan Provider – means a financial institution identified on the **Information Page** and providing financing for the purchase of this **Agreement.**

Obligor – the entity obligated to perform under this **Agreement**. The **Obligor** of this **Agreement** is Florida C.A.R.S. Protection Plus, Inc. ("FL CARS") in Florida, Oklahoma, and Washington, Florida License #32409; and C.A.R.S. Protection Plus, Inc. ("CARS") in all other jurisdictions. Both FL CARS and CARS are located at 4350 Northern Pike, Suite 143, Monroeville, PA 15146, 888-335-6838.

Pre-Existing Condition – means a condition or **Breakdown** that occurred before **Your** purchase of the **Agreement.**

Purchase Date – means the date **You** purchased this **Agreement** shown on the **Information Page.**

Seller – means the retail **Seller** of this **Agreement** to **You** for the **Covered Vehicle** described on the **Information Page.**

Service Contract – this **Agreement** to offer coverage, also referred to as a motor **Vehicle** service **Agreement**.

Service Contract Purchase Price – means the amount **You** paid for this **Agreement** shown on the **Information Page.**

Validation Period – means 30 days and 1,000 miles from the sale date and odometer reading at the time of sale in which no claims may be filed under this **Agreement. A claim cannot be filed during the Validation Period. Failures that occur during the Validation Period are not covered. Pre-Existing Conditions are not covered. The 30 day/1,000 mile Validation Period will be added to Your contract term at expiration.**

Vehicle or Covered Vehicle – means the **Vehicle** described on the **Information Page.**

You, Your, Owner – means the purchaser identified on the **Information Page** of this **Agreement** or any valid transferee.

INSURANCE STATEMENT: Performance of the **Obligor** under this **Service Contract Agreement** is insured by Dealers Assurance Company, 15920 Addison Road, Addison TX 75001, 800-282-8913. **You** are entitled to make a direct claim

SAMPLE

SYNERGY PROTECT – TERMS & CONDITIONS (continued)

against the Insurer upon the failure of the **Administrator/Obligor** to pay any covered claim within 60 days after a complete proof of loss has been filed with **Us. Performance to You under this Service Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Service Contract has been denied or has not been honored within 60 days after Your request. The name and address of the insurance company is: Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).**

6. **YOUR RESPONSIBILITIES:**
   a. **Use all reasonable means to protect Your Vehicle from further damage when a Breakdown occurs.**
   b. **You must authorize necessary labor time for the repairer to diagnose a Breakdown.**
   c. **Direct the repair facility to call the Administrator at 888-335-6838 to report a claim. You must obtain Repair Authorization from the Administrator prior to repairing any covered component.**
   d. **In the event You need to submit for reimbursement for Your authorized claim, You must submit the following within 90 days of approval: i) the original Repair Order signed by You; ii) Proof of payment with a cash register receipt/ credit card receipt/personal check copy; and iii) Where applicable, copies of original towing or rental bill with proof of payment.**

7. **OUR RESPONSIBILITIES:** Subject to the Coverage and **Deductible** selected on the **Information Page** of this **Agreement,** the Limits of Liability and items found under **EXCLUSIONS-WHAT IS NOT COVERED,** the **Administrator** will pay for the **Cost** of necessary repairs. The **Administrator** reserves the right to inspect **Your Vehicle** to evaluate covered repairs.

8. **EXCLUSIONS-WHAT IS NOT COVERED (Section A): Where permitted by state law the following are not covered (See Additional State Disclosures):**
   a. **Component failures occurring before the date We receive and approve this Service Contract Application are not covered.**
   b. **For damage to a covered component caused by the failure of a component not listed as covered under this Agreement.**
   c. **Repairs covered under the original manufacturer's warranty whether or not that warranty was transferred to You. Any Cost, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls or service bulletins.**
   d. **Repairs beyond those required to correct a Breakdown.**
   e. **Any covered repair not authorized in advance by Us.**
   f. **Damage caused by continued operation of an impaired Vehicle.**
   g. **Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.**
   h. **Overloading the Vehicle beyond the manufacturer's recommended capacity.**
   i. **Repairs when Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason. Your odometer MUST display and function at all times, regardless of Your mileage limitations. Within 60 days of the Effective Date, if there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then coverage under Your Service Contract is void. Upon discovery by Us, We will deny coverage under Your Service Contract for an inoperative cluster, odometer, and/or odometer display.**
   j. **A Breakdown caused by or involving modifications, alterations or additions to Your Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle manufacturer.**
   k. **A Breakdown caused by or related to towing a trailer or another Vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.**
   l. **Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.**
   m. **Repairs made outside the United States and Canada.**
   n. **Repairs required because of: fraud, collision, abuse, negligence, neglect, misuse, abuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God or, loss that is normally covered by casualty insurance.**

SAMPLE

SYNERGY PROTECT – TERMS & CONDITIONS (continued)

o. **The Cost of teardown, disassembly or assembly when a Breakdown is not covered by this Agreement.**
p. **Repairs that are covered under a repairer's guarantee or another service agreement provider's coverage.**
q. **Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees.**
r. **Service adjustments and cleaning, reprogramming not related to the repair of a covered Breakdown, alignment not related to a covered repair. Carburetor, and throttle body. Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered component. Batteries, all belts, all hoses, all lines, all filters, oxygen sensor, EGR valve and PCV. Evaporative control devices: bypass valve and solenoid, gas cap, canister vent and purge valve, air pump, charcoal canister, leak detection pump. Ignition wires, distributor cap, spark plugs, glow plugs, tune ups, wiper blades, tires, wheels, wheel covers, wheel balancing, MacPherson Struts or Suspension Struts, shock absorbers, disc brake pads, brake shoes, brake rotors, brake drums, manual clutch disc/pressure plate, pilot and throw out bearing and clutch slave cylinder, light bulbs, sealed beams, HID & LED bulbs and lenses, exhaust system including catalytic converter(s). Storage, freight charges, shop supply charges, miscellaneous charges, document charges, hazardous waste charges, repairs to retrofit or replace components due to compliance with any law or legislation.**
s. **Glass, body structure, frame, bright metal, bumpers, sheet metal. Exterior door handles, hinges, locks and latches. Moldings, ornamentation, paint. Repairs or adjustments to correct squeaks, air, wind and water leaks. Weatherstrips, body sealants, glass and body adhesives. Vinyl tops, convertible tops and plastic/glass window panels, buttons, knobs, upholstery, trim, carpeting and floor coverings, mats, dash pads, console, air bag(s), seat belts, side view and rear view mirror housing and glass, vanity mirror, audio/video headphones, radar detectors, cellular phones, CB radio. Non-manufacturer installed: internet access systems, GPS, satellite communications, navigation systems, service transceiver and controls, anti-theft devices, radios, cassette, CD, DVD, VCR players, their monitors and controls, graphic equalizer, amplifier and speakers, TV. Fasteners unless required for the repair of a covered component.**
t. **Warranty of Merchantability and Warranty of Fitness for a Particular Purpose are expressly excluded.**

9. **EXCLUSIONS-WHAT IS NOT COVERED (Section B): Where permitted by state law, (See Additional State Disclosures) this Agreement provides no benefits or coverage and We have no obligation under this Agreement if:**
   a. **The Vehicle odometer fails to register or record actual mileage for any reason while owned by You. Your odometer MUST display and function at all times, regardless of Your mileage limitations. Within 60 days of the Effective Date, if there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then coverage under Your Service Contract is void. Upon discovery by Us, We will deny coverage under Your Service Contract for an inoperative cluster, odometer, and/or odometer display.**
   b. **You rent Your Vehicle to someone else.**
   c. **Your Vehicle is used for business, deliveries, construction, commercial hauling, postal service, taxi, police or other emergency services.**
   d. **Your Vehicle is used for snow plowing, competition, or speed events.**
   e. **Your Vehicle is modified from the Vehicle manufacturer's original specifications regardless of who or when the modifications were made.**
   f. **For fraudulent representations to obtain this Agreement or presenting a claim under this Agreement.**
   g. **Your Vehicle is identified as a Gray Market Vehicle, Total Loss, Salvaged, Rebuilt, Flood Damaged or where the odometer reading is beyond mechanical limits.**

10. **LIMIT OF LIABILITY:** The **Administrator's** limit of liability is determined by the **Vehicle's** Current Mileage at the time of purchase as indicated on the **Information Page:**

0 to 100,000 Miles: Per Repair Visit: The **Administrator's** limit of liability for any one-repair visit shall in no event exceed $10,000.00.

100,001 to 125,000 Miles: Per Repair Visit: The **Administrator's** limit of liability for any one-repair visit shall in no event exceed $4,000.00.

125,001 to 150,000 Miles: Per Repair Visit: The **Administrator's** limit of liability for any one-repair visit shall in no event exceed $2,500.00.

Aggregate Limit of Liability: Total cumulative benefits under the Service Contract will not exceed the NADA Clean Loan value or the Vehicle purchase price, whichever is less, immediately prior to failure/breakdown.

SAMPLE

SYNERGY PROTECT – TERMS & CONDITIONS (continued)

11. SUBROGATION: If **You** receive benefits under this **Agreement, We** will be entitled to **Your** rights to recover against any manufacturer, insurance company or service agreement provider who may be responsible to **You** for **Costs** covered under this **Agreement** or any payments made by **Us**. In all states except California, if **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or, to enforce **Our** rights.

12. AGREEMENT PERIOD:

Platinum and Gold Coverage: If the selected coverage is Platinum or Gold, the time and mileage limit of the Term Selected start on the Sale Date on the **Information Page** and at zero miles. The **Agreement** shall terminate when the length of time or total accumulated mileage exceeds the Term Selected as described on the **Information Page,** whichever occurs first.

Platinum II, Silver and Bronze Coverage: If the selected coverage is Platinum II, Silver or Bronze, the time and mileage limit of the Term Selected start on the Sale Date and Current Odometer Mileage identified on the **Information Page** and shall terminate when the length of time or total accumulated mileage exceeds the sum of the mileage at purchase plus the mileage shown in Term Selected as described on the **Information Page,** whichever occurs first.

13. CANCELLATION PROVISIONS – ALL REQUESTED CANCELLATIONS/REFUNDS MUST BE IN WRITING AND WILL BE PROCESSED THROUGH YOUR LIENHOLDER/LENDER/PAYMENT PLAN PROVIDER, IF ANY, OR YOUR SELLER. IF FINANCED, YOU AGREE YOUR LIENHOLDER/LENDER/PAYMENT PLAN PROVIDER IS A JOINT PAYEE TO RECEIVE ANY APPLICABLE REFUND. ALL ELIGIBLE REFUNDS OWED WILL BE PAID OR CREDITED WITHIN 30 DAYS FROM THE EFFECTIVE DATE OF CANCELLATION BY US OR WITHIN 30 DAYS OF THE NOTICE OF CANCELLATION BY YOU OR THE LIENHOLDER/LENDER/PAYMENT PLAN PROVIDER OR SOONER IF REQUIRED BY STATE LAW. YOU MAY CONTACT US OR THE OBLIGOR TO INITIATE CANCELLATION. ANY CANCELLED SERVICE CONTRACT IS VOID AND WILL NOT BE REINSTATED.

a. **You** may cancel this **Service Contract** within 60 days of the Effective Date, or with respect to a used **Vehicle** without a manufacturer warranty, 30 days if the **Vehicle** was other than new when the **Service Contract** was purchased, and if no claim has been made, **We** shall refund to **You** the **Service Contract** retail price. If a claim was made during this time period, **We** shall refund to **You** a pro rata refund of the **Service Contract** retail price, for the unexpired term of the **Service Contract** based on elapsed time. After 60 days from the Effective Date of the **Service Contract**, or with respect to a used **Vehicle** without a manufacturer warranty, 30 days if the **Vehicle** was other than new when the **Service Contract** was purchased, **You** may cancel this **Service Contract** and **We** shall refund to **You** a pro rata refund of the **Service Contract** retail price, for the unexpired term of the **Service Contract** based on elapsed time, less a cancellation fee of 10% of the purchase price or $25.00, whichever is less.

b. **We** may cancel this **Service Contract** within the first 60 days after the Effective Date upon providing **You** with a notice of cancellation at **Your** last known address as reflected in **Our** files, stating the reason for cancellation, postmarked before the 61st day after the date of purchase and **We** will pay a full refund of the **Service Contract** purchase price paid by **You**, unless **We** have paid a claim hereunder or advised **You** in writing that **We** will pay a claim, in which case **We** will pay a pro rata refund of the **Service Contract** purchase price, less claims paid or approved for payment, based upon elapsed time. **We** may cancel this **Service Contract** for nonpayment or for fraud or material misrepresentation by **You** at any time by providing **You** with a notice of cancellation at **Your** last known address as reflected in **Our** files, stating the specific grounds for the cancellation, and **We** will refund the full amount paid by **You** for this **Service Contract**, unless **We** have paid a claim hereunder, in which case **We** will pay a pro rata refund of the **Service Contract** purchase price, less claims paid or approved for payment, paid by **You** based upon the greater of the time or mileage expired from the **Service Contract** purchase date and odometer reading at that date. If **We** cancel this **Service Contract** for any reason, **We** will not charge an administrative or cancellation fee, any refund due will be paid within 30 days of the date of cancellation, the **Service Contract** will cease to be valid five days after the date the notice of cancellation is postmarked, and **We** will pay any claim reported to it prior to the effective date of cancellation that is covered by this **Service Contract**. For purposes of this paragraph, a claim will be deemed to have been reported to **Us** if **You** have completed the first step required to report a claim pursuant to Provision 4.

c. **CANCELLATION BY US/OBLIGOR: You** hereby authorize **Your Obligor** to cancel **Your Service Contract** on **Your** behalf in the event (1) **Your Vehicle** is repossessed, or (2) **Your Vehicle** is declared a total loss. Refunds will be calculated and processed in accordance with Provision 13(a) above.

SAMPLE

SYNERGY PROTECT – TERMS & CONDITIONS (continued)

14. SERVICE CONTRACT TRANSFER PROVISIONS: (a) The **Service Contract** is transferable, by the original purchaser of the contract, to the subsequent Owner of the **Vehicle** provided **We** receive a transfer fee of $50.00 and one of the following within three business days of the **Vehicle** sale: (1) a copy of the front and back of the original title with original Owner and new Owner signatures; (2) a copy of the new Owner's temporary or permanent registration; or (3) a copy of the bill of sale. **We** will not transfer the **Service Contract** to another **Vehicle** or to a business. The transferred **Service Contract** will remain in effect pursuant to the Terms and Conditions of the original **Service Contract**. (b) Without payment of the transfer fee, the **Service Contract** cannot be re-assigned and will be void at the time the **Vehicle** is transferred. Call **Us** at 888-335-6838 within three days of transfer to speak with a Customer Service Representative for more details. (c) The new Owner is responsible for all maintenance records from the original Effective Date of the **Service Contract**.

15. PAYMENT PLAN: If this **Agreement** is purchased on a Payment Plan, failure to make timely payments will result in cancellation with no refund due unless state law mandates otherwise. Should a claim arise before this **Agreement** is paid in full, the balance owed will be deducted from the claim payment unless state law mandates otherwise.

16. NOTICE TO CONSUMERS:

a. **Purchase of this Agreement is not required in order to purchase, lease, or obtain financing for a motor Vehicle. The benefits provided may duplicate express manufacturer or Seller's warranties that come automatically with every sale. You may be required by the Seller of this coverage to pursue those warranties, which are available to You without this Agreement.**
b. **The terms of this written Agreement control the Agreement between Us. No change or modification to the written terms is valid.**
c. **This Agreement is based on information provided on the Information Page. Misrepresentation on the Information Page will result in cancellation of this Agreement.**
d. **Payment Plan: Where permitted by state law, the settlement of any claim may first be applied to reduce any unpaid, outstanding balance on an Agreement that has been purchased on a payment plan.**
e. **This is a Service Contract Agreement not an insurance policy.**

17. PRIVACY POLICY

a. To review **Our** General Policy, please visit carsprotectionplus.com/privacy-policy.

18. DISPUTE RESOLUTION:

a. **Any controversy or claim arising out of or relating to this Service Contract, or the breach thereof, shall be settled by arbitration in accordance with the rules and judgments of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of the prevailing party's Costs and Fees. "Costs and Fees" mean all reasonable pre-award expenses associated with the arbitration, including the arbitrator(s)' fees, administrative fees, travel expenses, out-of-pocket expenses (e.g. copying expenses, telephone expenses, etc.), court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both You and the Obligor. The award of the arbitrator(s) shall be accompanied by a reasoned opinion. Both You and the Obligor agree that this dispute resolution clause shall be a complete defense in any lawsuit, cause of action, class action, class arbitration, or other legal proceeding instituted in any federal, state, or local court with respect to any controversy or dispute arising out of this Service Contract.**

SAMPLE

ADDITIONAL STATE DISCLOSURES: THIS IS NOT AN INSURANCE POLICY

CALIFORNIA

Our California **Vehicle Service Contract** Provider license number is #0M10575.

Your **ACCEPTANCE TO TERMS** is amended to include: **Your Service Contract Application will be approved upon payment and confirmation of eligibility within 10 calendar days from sale.**

Dear California Consumer,

Pursuant to the California Consumer Privacy Act, **You** have the right to understand and control **Our** collection and use of **Your** data. By **Your** initials below, **You** Acknowledge **You** have read the following:

1. **We** shall collect all information provided on **Your Vehicle Service Contract Application**, and **We** may also collect information **You** provide to Sellers, repair shops, agents, or others (hereinafter "Data"). **We** may use **Your** Data to fulfill **Our** duties under **Your Service Contract** and/or to determine **Your** eligibility of certain plans or products. **We** may also use **Your** Data to improve **Our** services, communication, and replies to **Your** requests for information about **Our** products, services, offers, or promotions.
2. **Your** Data will not be sold to any other party, but **We** may disclose **Your** Data to **Our** partners where doing so would improve assisting **You** better. For example, if **Your Service Contract** offers roadside assistance, **We** would share **Your** Data with **Our** roadside assistance business partner in order to fulfill **Our** obligations under **Your Service Contract**. When **We** disclose Data for a business purpose, **We** enter a contract that describes the purpose and requires the recipient to both keep **Your** Data confidential and not use it for any purpose except performing the contract. **We** do not share **Your** information with unaffiliated third parties unless **We** believe it is reasonably necessary to comply with the law or to protect **Our** rights.
3. Even though **We** do not sell **Your** Data, **You** will always have the right to restrict **Us** from selling or sharing **Your** Data.
4. Per **Your** request, **We** will provide **You** access to **Your** Data within 45 days of receipt.
5. Per **Your** request, **We** will delete or limit **Your** Data at any time so long as **We** can properly verify **Your** identity and it does not affect **Our** duties to perform under **Your Agreement** plan.
6. Under no circumstances will **You** be discriminated against for exercising **Your** privacy rights.

You may call **Us** at 888-335-6838 or email at customerservice@carspp.com with any privacy Data questions or requests.

Provision 18. **DISPUTE RESOLUTION** is deleted in its entirety.

_____ INITIAL HERE

SAMPLE