

Assurant® Vehicle Care

Agreement # 3929804

Appearance Protection VPP Limited Warranty
For New & Pre-Owned Vehicles
INFORMATION SCHEDULE

VEHICLE

Year, Make, Model, VIN 2024, CHEVROLET, SILVERADO

1GCPACED0RZ254664

Current Mileage 523

Vehicle Purchase Price \$59,080.00

CUSTOMER

Buyer EMILIO ORTIZ

Co-Buyer

Address, City, State, ZIP 554 DAVIS LN

VICTORIA, TX, 77905

Phone Cell (361) 935-2779

Home (361) 935-2779

Email E.ORTIZJR@YAHOO.COM

SELLING DEALER

Dealer Name, Dealer # ATZENHOFFER CHEVROLET COMPANY II 74830

Address PO BOX 2509

City, State, ZIP VICTORIA, TX, 77902

Phone (361) 578-0181

Representative 

ID#

LIENHOLDER/LESSOR/PAYMENT PLAN PROVIDER

Name GM FINANCIAL

Address PO BOX 1510

City, State, ZIP COCKEYSVILLE, MD, 21030

Phone (800) 920-0477

APPEARANCE PROTECTION PRODUCT & VPP LIMITED WARRANTY INFORMATION

Protection Product

☐ Exterior Protection

☐ Interior Protection

☒ Exterior & Interior Protection

Product Cost

\$ _____

\$ _____

\$ \$299.00

Product Purchase Date

3/23/2024

VPP Limited Warranty Term Months

36

VPP Limited Warranty Expiration Date

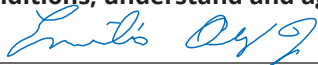
3/23/2027

Thank you for purchasing Assurant Vehicle Care Appearance Protection, which has been professionally applied to the exterior **Treated Surfaces** and/or interior **Treated Surfaces** of **Your Vehicle** by **Your Selling Dealer**. With the purchase of Assurant Vehicle Care Appearance Protection, **You** will receive at no additional cost this Appearance Protection Vehicle Protection Product (VPP) Limited Warranty (hereafter referred to as "VPP Limited Warranty"). This form describes the protection **You** will receive under **Your** VPP Limited Warranty. There are no warranties which extend beyond the description or duration on the face hereof except as may otherwise be required by state law.

NOTICE TO CUSTOMER:

- **This VPP Limited Warranty is a product warranty and is not insurance.**
- The purchase of Appearance Protection is optional and not required to obtain financing or to purchase or lease this Vehicle.
- This VPP Limited Warranty becomes effective on the Product Purchase Date upon the completion of the Information Schedule.
- All repairs must be authorized by the Administrator prior to beginning any repairs covered by this VPP Limited Warranty.
- Limitations of Implied Warranty - All Implied Warranties, which may arise under state law, including all Implied Warranties of Merchantability or Fitness for a particular purpose, are limited to the duration of this VPP Limited Warranty and do not cover incidental or consequential damages. Some states do not allow limitations on how long an Implied Warranty lasts or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to You. This VPP Limited Warranty gives You specific legal rights, and You may also have other rights, which vary from state to state.
- This VPP Limited Warranty includes a Dispute Resolution - Arbitration provision. Refer to section VII. General Provisions subsection #5 for details.

By signing below, You acknowledge that the information shown above is true and accurate. You have read the terms and conditions, understand and agree to all of the provisions herein.



Buyer Signature

Co-Buyer Signature

Warrantor

- **In OK:** Assurant Service Protection, Inc., OK License #44199246

All Other Available States:

- United Service Protection Corporation, TX License #106, P.O. Box 21647, St. Petersburg, Florida 33742, 1-800-964-4811

Administrator

- **In OK:** Assurant Service Protection, Inc. **All Other Available States:**

- United Service Protection Corporation, P.O. Box 7719, The Woodlands, TX 77387, 1-800-964-4811

**To File a Claim:
Contact Your
Selling Dealer or
Call Toll-Free: 1-800-964-4811**

ASSURANT VEHICLE CARE APPEARANCE PROTECTION VPP LIMITED WARRANTY

This agreement is a VPP Limited Warranty between **You** and the **Warrantor** and describes the coverage **You** will have under **Your** Assurant Vehicle Care Appearance Protection VPP Limited Warranty (hereafter referred to as "VPP Limited Warranty"). Subject to all the terms of this VPP Limited Warranty, **We** agree with **You** as follows:

TABLE OF CONTENTS

I. KEY TERMS	Page 2
II. WHAT THIS VPP LIMITED WARRANTY COVERS	Pages 2-3
III. WHAT THIS VPP LIMITED WARRANTY DOES NOT COVER	Page 3
IV. REPAIR OBLIGATIONS	Page 4
V. WHAT TO DO IF REPAIRS ARE NEEDED	Page 4
VI. YOUR RESPONSIBILITIES	Page 4
VII. GENERAL PROVISIONS	Pages 4-5
VIII. STATE AMENDMENTS	Pages 5-6

I. KEY TERMS

"Warrantor", "We", "Us" and "Our" mean United Service Protection Corporation, Texas License #106, except in the state of Oklahoma where **Warrantor, We, Us** and **Our** mean Assurant Service Protection, Inc., Oklahoma License #44199246; all located at P.O. Box 21647, St. Petersburg, Florida 33742, 1-800-964-4811.

"Administrator" means United Service Protection Corporation, The Woodlands, TX 77387, 1-800-964-4811, except in the state of Oklahoma Where Administrator means Assurant Service Protection, Inc.; all located at P.O. Box 7719, The Woodlands, TX 77387, 1-800-964-4811.

"Cost" means the reasonable and customary charges for parts and labor necessary to repair or replace the covered **Treated Surfaces** of **Your Vehicle**. **These charges shall not exceed the manufacturer's suggested retail price for parts.**

"Deductible" means the amount **You** must pay per visit for covered repairs. See Section II. What This VPP Limited Warranty Covers for details.

"Hard Water Etching" means mineral and water deposits that have collected on the **Treated Surfaces** of **Your Vehicle** and that **You** are unable to remove.

"Industrial Fallout" means tiny metallic particles that become airborne and settle on **Your Vehicle's** surfaces which then embed themselves into the paintwork (also known as "rail dust").

"Permitted Commercial Purposes" means **Your Vehicle** is used for commercial purposes including but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening/landscaping), light duty contracting (e.g. electrician, carpenter and plumber) or vehicles used for rideshare (i.e. Uber, Lyft).

"Product Cost" means the amount **You** paid for Appearance Protection as shown on the Information Schedule.

"Product Purchase Date" means the date **You** purchased Appearance Protection as shown on the Information Schedule.

"Prohibited Commercial Purposes" means **Your Vehicle** is used for commercial purposes including but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or business travel when the vehicle is used by more than one driver.

"Sand Abrasion" means dulling or fading due to windblown sand particles forced against and moving along **Your Vehicle's** paint surface.

"Selling Dealer" means the dealer from whom **You** purchased Appearance Protection as shown on the Information Schedule.

"Treated Surfaces" means exterior and/or interior surfaces of **Your Vehicle** that have been properly and professionally applied with Appearance Protection product.

"Vehicle" means the car or truck as shown on the Information Schedule.

"You" and **"Your"** mean the customer (buyer and co-buyer) as shown on the Information Schedule, or an eligible person to whom this VPP Limited Warranty has been properly transferred.

II. WHAT THIS VPP LIMITED WARRANTY COVERS

During the VPP Limited Warranty Term, **We** warrant that the applied Appearance Protection product will assist in the prevention of damage to **Treated Surfaces**. Should a **Treated Surface** become damaged as indicated below, **We** will pay an authorized repair facility or, at **Our** option, reimburse **You** the **Cost** to remedy the damaged area(s) including the **Cost** to re-apply the Appearance Protection product to the damaged area(s). **In the event a damaged area is repainted and/or replaced, You must return to the Selling Dealer within 30 days of the repair for a complimentary reapplication of the Appearance Protection product. Repainted and/or replaced areas are only covered for the remainder of the VPP Limited Warranty Term.** No **Deductible** applies regardless of where repairs are performed. Coverage will be provided if **Your Vehicle** is used for **Permitted Commercial Purposes**.

EXTERIOR PROTECTION

When EXTERIOR PROTECTION has been purchased as indicated on the Information Schedule, the following protection is provided under **Your** VPP Limited Warranty:

This VPP Limited Warranty warrants the following exterior **Treated Surfaces**: painted sheet metal surfaces, spoilers, bumpers, molding and trim areas, hinges, side-view mirrors, headlight lenses and aluminum and/or alloy wheels against acid rain, bird droppings, tree sap, **Industrial Fallout**, insects (including love bugs), sun's UV rays, **Hard Water Etching**, deicing agents, road salt, ocean spray, accidental paint overspray, oxidation, water spotting on chrome, **Sand Abrasion**, brake dust staining on aluminum and/or alloy wheels, fading or dulling of headlight lenses and weather induced fading, chalking or loss of gloss.

INTERIOR PROTECTION

When INTERIOR PROTECTION has been purchased as indicated on the Information Schedule, the following protection is provided under **Your** VPP Limited Warranty:

This VPP Limited Warranty warrants the following interior **Treated Surfaces**: carpet, fabric, leather (including saddle leather) and vinyl surfaces, original factory floor mats, factory installed trunk and/or cargo area carpets and pigmented plastics (door trim and consoles) against weather induced fading, discoloration and cracking caused by the sun's UV rays; odor caused by mold and mildew; permanent staining caused by food, drink, dyes, inks, chewing gum, urine, vomit, make-up, crayons, blood, pet stains; other permanent oil-based stains; loose seam stitching; **burns up to one inch in circumference; rips and tears up to six inches and punctures up to one quarter of an inch.**

EXTERIOR & INTERIOR PROTECTION

When EXTERIOR & INTERIOR PROTECTION has been purchased as indicated on the Information Schedule, the Exterior Protection and Interior Protection listed above are provided under **Your** VPP Limited Warranty.

III. WHAT THIS VPP LIMITED WARRANTY DOES NOT COVER

This VPP Limited Warranty does not cover nor apply to the following:

1. For damage covered by any warranty or Your primary insurance coverage regardless of whether they honor such warranty or insurance coverage.
2. For damage when the manufacturer, by public announcement or recall, established its responsibilities for any manufacturer's defect.
3. For a repair or replacement exceeding the manufacturer's vehicle specification.
4. For damage caused by use of contaminated fluids, stone abrasions, objects striking Your Vehicle, theft, vandalism, malicious mischief, riot, terrorist acts, war, explosion, impact, collision, fire, water, flood, freezing, windstorm, lightning, hail, earthquake, volcanic eruption or other weather related hazards.
5. For flaking, peeling, chipping, cracking or separating of paint.
6. For damage to repair rust or surface rust, nicks, dings, dents and scratches.
7. For damage caused by normal wear and tear, intentional acts, accidents, neglect, abuse, misuse, alterations or lack of customary vehicle care as recommended by this VPP Limited Warranty and the Owners Manual for Your Vehicle.
8. For damage that existed prior to the Product Purchase Date.
9. For damage occurring from operating on any surface other than federal, state, county, city or municipality paved road or highways.
10. For damage to surfaces other than Treated Surfaces including but not limited to: seat belts, aftermarket floor mats, aftermarket trunk and/or cargo area carpet, aftermarket headlight lenses, aftermarket aluminum and/or alloy wheels, chrome wheels, suede surfaces, steering wheel, truck bed, inside panels, railings and inside tailgate, decals and/or graphic designs and headliners.
11. If Your Vehicle is repainted after application of the Appearance Protection product due to non-covered damage.
12. Burns with a circumference exceeding one inch.
13. For damage caused by harsh or corrosive substances, bleaches, acids, tar or paint.
14. For alterations or modifications of fabric or leather surfaces causing fading or staining.
15. For rips and tears over six inches and punctures over one quarter inch.
16. For damage where the Vehicle has been used for a Prohibited Commercial Purpose, at any time while owned by You.
17. If Your Vehicle is used for racing and other competition.
18. For repairs or replacements that are performed without the Administrator's prior authorization.
19. For replacement of interior Treated Surfaces due to damage caused by inks, dyes, or blood.

IV. REPAIR OBLIGATIONS

During the VPP Limited Warranty Term, **We** have sole discretion in determining and implementing repair procedures. Such service will be performed with reasonable promptness and quality. **Removing a stain without discoloration of the fabric or leather is not always possible. Discoloration during repair or cleaning is not warranted.**

Exterior Protection

We reserve the right to attempt to repair any such damage through professional detailing, prior to repainting the damaged area(s). **Please note that repairs are limited to professional cleaning to the extent reasonably possible for: (1) water spotting on chrome, (2) brake dust staining on aluminum and/or alloy wheels, and (3) fading or dulling of headlight lenses.**

Interior Protection

We reserve the right to attempt to repair any such damage through professional cleaning, dyeing or reconditioning prior to replacing the stained area(s). **Please note if stains are caused by dyes, inks and blood, repairs are limited to professional cleaning, dyeing or re-conditioning.**

V. WHAT TO DO IF REPAIRS ARE NEEDED

CUSTOMER INSTRUCTIONS

In the event repairs are needed, **We** recommend that **You** return **Your Vehicle** to the Selling Dealer. If **You** are unable to return **Your Vehicle** to the Selling Dealer, **You** can locate a preferred Repair Facility by contacting the Administrator at:

1-800-964-4811

VI. YOUR RESPONSIBILITIES

In order to keep **Your VPP Limited Warranty** valid, **You** must follow the procedures listed below.

1. **You must maintain Your Vehicle by washing regularly and vacuuming carpet and upholstery frequently.**
2. **You must promptly clean Your Vehicle of bird waste, insects, tree sap, tar and other contaminants which will help eliminate possible damage.**
3. **You must immediately blot and clean up spills on carpet, fabric, leather and vinyl surfaces to prevent permanent stain damage.**
4. **You must regularly inspect Your Vehicle and maintain Your Vehicle as recommended by the manufacturer as outlined in the Owner's Manual.**
5. **You must report any damage to the exterior Treated Surfaces or stains to interior Treated Surfaces to the Administrator as soon as reasonably possible, but in no event later than 30 days, or it may be considered neglect.**
6. **Obtain authorization from the Administrator prior to beginning any repairs covered by this VPP Limited Warranty.**
7. **You must allow the Administrator to inspect Your Vehicle if the Administrator asks to do so.**

If Your failure to follow these procedures causes damage, You may be denied coverage.

VII. GENERAL PROVISIONS

1. VPP Limited Warranty Term

The VPP Limited Warranty Term is for the number of months as shown on the Information Schedule under VPP Limited Warranty Term Months. This VPP Limited Warranty begins on the **Product Purchase Date** as shown on the Information Schedule. This VPP Limited Warranty ends and **You** will not receive any benefits after the VPP Limited Warranty Expiration Date as shown on the Information Schedule. **TO RECEIVE THE BENEFITS UNDER THIS VPP LIMITED WARRANTY, THE INFORMATION SCHEDULE MUST BE COMPLETED AND RECEIVED BY THE ADMINISTRATOR WITHIN 60 DAYS OF INSTALLATION.**

2. Where You Are Covered

This VPP Limited Warranty applies only to damage occurring within the continental United States of America, Alaska, Hawaii and Canada.

3. Your Help And Cooperation

Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the Cost of repairs covered by this VPP Limited Warranty.

4. Limit of Liability

Single Claim Limit

Our limit of liability is the Cost to repair or replace any damaged Treated Surfaces of Your Vehicle, but in no event shall this Cost exceed the average retail value of Your Vehicle as determined by the NADA (Official Used Car Guide) at the time immediately prior to the appearance of damage to Your Vehicle.

Aggregate Claim Limit

The total of all benefits paid or payable during the VPP Limited Warranty Term shall not exceed the Vehicle Purchase Price as shown on the Information Schedule.

5. Dispute Resolution – Arbitration

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action. To begin Arbitration, either **You** or **We** must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in effect when the claim is filed. **You** may get a copy of these AAA’s Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. **We** will advance to **You** all or part of the fees of the AAA and of the arbitrator. Unless **You** and **We** agree otherwise, the arbitration will take place in the county and state where **You** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision.** **You** also 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. Please refer to the State Amendments section of this Limited Warranty for any added requirements in **Your** state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **You** and **We** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **You** and **Us**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

6. How This VPP Limited Warranty May Be Transferred

Your rights and duties under this VPP Limited Warranty may only be transferred to a subsequent purchaser of Your Vehicle directly by You within 30 days from the date of sale to the subsequent owner. This VPP Limited Warranty may not be transferred to any entity in the business of selling or leasing motor vehicles. In the event of Your death, the benefits of this VPP Limited Warranty will be available to Your spouse, domestic partner or legal representative.

To transfer this VPP Limited Warranty, You must submit the following information to the Administrator:

- a. Completed Transfer Request form, which can be obtained by contacting the Administrator;**
- b. Copy of Your VPP Limited Warranty;**
- c. Bill of Sale indicating date of sale of the Vehicle;**
- d. \$50 transfer fee made payable to the Administrator.**

7. How This VPP Limited Warranty May Be Canceled

This VPP Limited Warranty is non-cancelable.

8. Insurance

This VPP Limited Warranty is not an insurance contract. Our obligations under this VPP Limited Warranty are insured under an Insurance Policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your claim is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with American Bankers Insurance Company of Florida. To do so, please call the following toll-free number for instructions: 1-866-306-6694.

9. Entire VPP Limited Warranty

This VPP Limited Warranty represents the entire agreement between You and Us. No person has the authority to change this VPP Limited Warranty or to waive any of its provisions. No other written or oral statements apply to this VPP Limited Warranty.

VIII. STATE AMENDMENTS

This VPP Limited Warranty is amended and the language below governs if the **Selling Dealer** is located in a state listed below.

Georgia

GENERAL PROVISIONS – Section 5 Dispute Resolution – Arbitration is deleted in its entirety

Hawaii

Unresolved complaints or questions concerning the regulation of the VPP Limited Warranty may be directed to the Hawaii Department of Insurance, King Kalakaua Building, 335 Merchant Street, Room 213, Honolulu, Hawaii 96813, 808-586-2790.

Iowa

This VPP Limited Warranty is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

If **You** have questions regarding **Your** VPP Limited Warranty, **You** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315-1000.

Massachusetts

THIS AGREEMENT IS A PRODUCT WARRANTY AND IS NOT INSURANCE.

Mississippi

This VPP Limited Warranty is regulated by the Mississippi Motor Vehicle Commission, 1755 Lelia Drive, Suite 200, Jackson, MS 39216; 601-987-3995.

New Jersey

THIS VPP LIMITED WARRANTY IS A PRODUCT WARRANTY, NOT INSURANCE AND IS UNDER THE PURVIEW OF THE DIVISION OF CONSUMER AFFAIRS.

Questions concerning this VPP Limited Warranty may be directed to the Division of Consumer Affairs, 124 Halsey Street, Newark, New Jersey 07101, 973-504-6200.

Questions concerning the warranty reimbursement insurance policy may be directed to the Department of Banking and Insurance, 20 West State Street, P.O. Box 325, Trenton, New Jersey 08625, 1-800-446-7467, <http://www.state.nj.us/dobi/index.html>.

Oklahoma

Coverage afforded under this VPP Limited Warranty is not guaranteed by the Oklahoma Insurance Guaranty Association.

This VPP Limited Warranty is not issued by the manufacturer or a wholesale company marketing the product. This VPP Limited Warranty will not be honored by such manufacturer or wholesale company.

Oklahoma service warranty statutes do not apply to commercial use reference in service warranty contracts.

GENERAL PROVISIONS – Section 5 Dispute Resolution – Arbitration is deleted in its entirety and replaced by the following:

NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of **Your** Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.

Disputes under this Service Contract shall be subject to mandatory, non-binding arbitration. To begin Arbitration, either **You** or **We** must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. **You** may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. **We** will advance to **You** all or part of the fees of the AAA and of the arbitrator. Unless **You** and **We** agree otherwise, the arbitration will take place in the county and state where **You** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that **You** give up **Your** right to go to court on any claim covered by this provision. **You** also 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. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **You** and **We** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **You** and **Us**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

Oregon

Unresolved complaints concerning the **Warrantor** or questions concerning the regulation of a **Warrantor** may be directed to the Oregon Department of Consumer and Business Services, 350 Winter St NE, 2nd Floor, Salem, Oregon 97301, 503-378-4100.

GENERAL PROVISIONS – Section 5 Dispute Resolution – Arbitration is deleted in its entirety.

Virginia

If any promise made in this VPP Limited Warranty has been denied or has not been honored within 60 days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Wisconsin

GENERAL PROVISIONS – Section 5 Dispute Resolution – Arbitration is deleted in its entirety