

Assurant® Vehicle Care

Agreement # 3929803

Theft Deterrent System 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

THEFT DETERRENT SYSTEM & VPP LIMITED WARRANTY INFORMATION

VPP Limited Warranty Coverage Plan

STANDARD

System Purchase Date 3/23/2024

VPP Limited Warranty Term Months

72

VPP Limited Warranty Expiration Date 3/23/2030

VPP Limited Warranty Benefit

\$5,000

System Product Cost \$299.00

Thank you for purchasing Assurant Vehicle Care Theft Deterrent System (hereafter referred to as "System"), which has been properly and professionally installed on **Your Vehicle** by **Your Selling Dealer**. With the purchase of Assurant Vehicle Care Theft Deterrent System, **You** will receive at no additional cost this Theft Deterrent System 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 Assurant Vehicle Care Theft Deterrent System is optional and not required to obtain financing or to purchase or lease this Vehicle.**
- **This VPP Limited Warranty becomes effective on the System Purchase Date upon the completion of the Information Schedule.**
- **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 V, General Provisions, sub-section #4 for details.**

I (Customer), whose signature appears below, acknowledge that the information contained above is true and accurate. I have read the terms and conditions, understand and agree to all of the provisions herein.



Buyer Signature

Co-Buyer Signature

Warrantor

All Available States:

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

Administrator

All Available States:

United Service Protection Corporation, TX License #106
P.O. Box 7719, The Woodlands, TX 77387, 1-800-964-4811

ASSURANT VEHICLE CARE THEFT DETERRENT SYSTEM 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 Theft Deterrent System 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:

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I. KEY TERMS

When used, Key Terms will appear in **bold** print and initial upper case.

"Warrantor", "We", "Us", "Our" mean United Service Protection Corporation, Texas License #106, P.O. Box 21647, St. Petersburg, Florida 33742, 1-877-394-1206.

"Administrator" means United Service Protection Corporation, Texas License #106, P.O. Box 7719, The Woodlands, TX 77387, 1-877-394-1206.

"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).

"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.

"Replacement Vehicle" means the vehicle **You** purchase or lease under the terms of this VPP Limited Warranty as a replacement for **Your Vehicle**.

"Selling Dealer" means the dealer from whom **You** purchased Assurant Vehicle Care Theft Deterrent System as shown on the Information Schedule.

"System Product Cost" means the amount **You** paid for Assurant Vehicle Care Theft Deterrent System as shown on the Information Schedule.

"System Purchase Date" means the date **You** purchased Assurant Vehicle Care Theft Deterrent System as shown on the Information Schedule.

"Total Loss" means **Your** primary insurance carrier has declared **Your Vehicle** a total loss as a direct result of theft. **If no primary insurance was in effect on the date Your Vehicle was stolen, a police report stating a loss as a direct result of theft must be filed within 48 hours of the discovery of the theft of Your Vehicle.**

"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

STANDARD COVERAGE PLAN

If **Your Vehicle**, which has had the Assurant Vehicle Care Theft Deterrent System properly and professionally installed, is declared a **Total Loss**, **We** will pay the following benefit:

- **We** will pay on **Your** behalf, \$5,000 toward **Your** purchase or lease of a **Replacement Vehicle** after **You** have satisfactorily met the requirements in the section **IV. Claim Procedures**.

Coverage will be provided if **Your Vehicle** is used for **Permitted Commercial Purposes**.

III. WHAT THIS VPP LIMITED WARRANTY DOES NOT COVER

This VPP Limited Warranty does not cover nor apply to any loss:

1. That is not a direct loss from theft of **Your Vehicle**.
2. That resulted from theft by any person who had access to the Vehicle's keys, or any person related to the customer by blood, marriage or adoption, including wards and fosters.
3. If **Your Vehicle** was left unlocked.
4. In which **You** failed to report the theft of **Your Vehicle** to the police within 48 hours of discovery of theft.
5. In which **You** failed to take reasonable precautions against theft (including but not limited to: left keys in **Your Vehicle**, gave **Your Vehicle** to thief or otherwise left keys in thief's possession).
6. If **Your Vehicle** is recovered within thirty days of theft and is not ruled a **Total Loss** by the primary comprehensive insurance carrier, if applicable.
7. That occurs outside the continental United States, Alaska, Hawaii or Canada.
8. Occurring after repossession, confiscation or surrender of **Your Vehicle**.

9. Resulting from illegal or fraudulent acts by You, whether acting alone or with others.
10. Resulting from fire, riot, terrorist acts, war, explosion, earthquake, hurricane, tropical storm, volcanic eruption or flood.
11. For incidental or consequential expenses, such as loss of time or use, inconvenience, commercial loss, personal injury or property damage.
12. Occurring after the Expiration Date of this VPP Limited Warranty as shown on the Information Schedule.
13. Occurring prior to the proper and professional installation of the Theft Deterrent System.
14. If Your Vehicle is used for Prohibited Commercial Purposes.
15. If Your Vehicle is a motor home, recreational vehicle, powersport vehicle or marine vehicle.

IV. CLAIM PROCEDURES

Within 45 days of the date Your Vehicle was stolen, You must provide the Administrator the following:

1. A copy of Your VPP Limited Warranty Information Schedule.
2. A copy of the police report that was filed within 48 hours of the discovery of the theft of Your Vehicle.
3. A copy of the settlement check from Your primary comprehensive insurance carrier for the theft of Your Vehicle, if any.
4. A copy of Your Vehicle purchase or lease agreement, if any.
5. A copy of the Replacement Vehicle purchase or lease agreement, if any.

Payment for an approved VPP Limited Warranty claim shall be made within 45 days after You have satisfactorily met the requirements listed above. Any payment under this VPP Limited Warranty will satisfy all obligations owed by Us to You, release Us from any liability under this VPP Limited Warranty, and cause this VPP Limited Warranty to expire.

Any person who knowingly conceals for the purpose to mislead or omits information concerning any fact material to an application or statement of claim, may be subject to prosecution for fraud.

V. 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 **System 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 the Total Loss of Your Vehicle occurring within the continental United States of America, Alaska, Hawaii and Canada.

3. Limit of Liability

The VPP Limited Warranty Benefit Amount shown on the Information Schedule is the maximum amount We will pay under this VPP Limited Warranty.

4. 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 VPP 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.

5. 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.

6. How This VPP Limited Warranty May Be Canceled

This VPP Limited Warranty is non-cancelable.

7. 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.

8. 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.

VI. STATE AMENDMENTS

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

California

THIS VPP LIMITED WARRANTY IS A PRODUCT WARRANTY AND IS NOT INSURANCE. THE VPP LIMITED WARRANTY IS NOT SUBJECT TO STATE INSURANCE LAWS BUT IS SUBJECT TO STATE LAW CONCERNING WARRANTIES.

KEY TERMS – “Vehicle” definition is deleted and replaced by the following:

“Vehicle” means the car or truck, new or used, as shown on the Information Schedule.

GENERAL PROVISIONS – Section 1 VPP Limited Warranty Term is amended to include:

THE INFORMATION SCHEDULE IS NOT REQUIRED TO RECEIVE THE BENEFITS UNDER THIS VPP LIMITED WARRANTY IN CALIFORNIA.

GENERAL PROVISIONS – Section 4 Dispute Resolution – Arbitration is deleted in its entirety

Georgia

GENERAL PROVISIONS – Section 4 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.

Massachusetts

THIS VPP LIMITED WARRANTY 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>.

Ohio

This VPP Limited Warranty is not subject to the insurance laws of Ohio, contained in Title XXXIX of the Ohio Revised Code.

This VPP Limited Warranty may not include all of the benefits or protections of an insurance policy that includes theft coverage issued by an insurer authorized to do business in Ohio.

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 4 Dispute Resolution – Arbitration is deleted in its entirety.

Wisconsin

GENERAL PROVISIONS – Section 4 Dispute Resolution – Arbitration is deleted in its entirety