

# Assurant® Vehicle Care

Agreement # 3856134

## Prepaid Maintenance Agreement For New & Pre-Owned Vehicles INFORMATION SCHEDULE

### VEHICLE

Year, Make, Model, VIN 2024 CHEV SILVERADO 1GCPACED0RZ254664  
Current Mileage 523 \$59,080.00

### CUSTOMER

Buyer EMILIO C ORTIZ Co-Buyer  
Address, City, State, ZIP 554 DAVIS LN VICTORIA TX 77905  
Phone Cell Home (361) 935-2779 Email E.ORTIZJR@YAHOO.COM

### SELLING DEALER

Dealer Name, Dealer # ATZENHOFFER CHEVROLET COMPANY INC 74830  
Address 3211 N NAVARRO STREET  
City, State, ZIP VICTORIA, TX 77901-3346  
Phone (361) 578-0181  
Representative ID# R100107

### LIENHOLDER/LESSOR/PAYMENT PLAN PROVIDER

Name GM FINANCIAL  
Address PO BOX 1510  
City, State, ZIP COCKEYSVILLE, MD 21030  
Phone (800) 920-0477

### PREPAID MAINTENANCE AGREEMENT INFORMATION

Coverage Plan PREMIUM 090020 Purchase Date 3/23/2024  
Number of Services 10 Expiration Date 3/23/2029  
Term Months 60 Maintenance Agreement Price 1,049.00

#### Notice to Customer:

- The purchase of this Prepaid Maintenance Agreement is optional, cancellable and not required to obtain financing or to purchase or lease this Vehicle. The Maintenance Agreement Price may be financed with the purchase of this Vehicle. Other payment options may be available.
- To receive Maintenance Services under this Prepaid Maintenance Agreement, You are required to present Your Prepaid Maintenance Agreement to the Selling Dealer's or Selling Dealer Network's service advisor, prior to receiving any services covered by this Prepaid Maintenance Agreement.
- This Prepaid Maintenance Agreement runs concurrent with, and is secondary to, any applicable maintenance services provided by, or under, a promotional or written agreement by the Vehicle's manufacturer.
- This Prepaid Maintenance Agreement includes a Dispute Resolution - Arbitration provision. Refer to Section IV. 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.

3/23/2024

3/23/2024

Buyer Signature

Co-Buyer Signature

### Provider & Administrator Information

- In FL: United Service Protection, Inc.
- In OK: Assurant Service Protection, Inc.
- All Other Available States: United Service Protection Corporation

All located at P.O.Box 7719, The Woodlands, Texas 77387, 1-800-964-4811

## ASSURANT VEHICLE CARE PREPAID MAINTENANCE AGREEMENT

This agreement is a Prepaid Maintenance Agreement between **You** and the **Provider** and describes the Maintenance Services **You** will have under **Your** Assurant Vehicle Care Prepaid Maintenance Agreement (hereafter referred to as "Maintenance Agreement"). In return for payment by **You** of the **Maintenance Agreement Price** and subject to all the terms of this Maintenance Agreement, **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.

**"Provider", "We", "Us", "Our" and "Administrator"** mean United Service Protection Corporation, except in the state of Florida where **Provider, We, Us, Our** and **Administrator** mean United Service Protection, Inc.; in the state of Oklahoma where **Provider, We, Us, Our** and **Administrator** mean Assurant Service Protection, Inc., all located at P.O. Box 7719, The Woodlands, Texas 77387, 1-800-964-4811.

**"Maintenance Agreement Price"** means the amount **You** paid for this Maintenance Agreement shown on the Information Schedule.

**"Purchase Date"** means the date **You** purchased this Maintenance Agreement shown on the Information Schedule.

**"Selling Dealer"** means the dealer from whom **You** purchased this Maintenance Agreement shown on the Information Schedule.

**"Selling Dealer Network"** means any dealer owned by, owning or under common ownership with the **Selling Dealer**.

**"Term Months"** means the number of months for the Maintenance Agreement Term shown on the Information Schedule.

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

**"You"** and **"Your"** mean the customer shown on the Information Schedule, or an eligible person to whom this Maintenance Agreement has been properly transferred.

### II. MAINTENANCE SERVICES

#### A. WHAT IS COVERED

During the Maintenance Agreement Term, subject to the selected Coverage Plan and Number of Services shown on the Information Schedule, the **Selling Dealer** or a **Selling Dealer Network** location will perform to **Your Vehicle** the Maintenance Services detailed below:

##### STANDARD

When the STANDARD Coverage Plan has been purchased as indicated on the Information Schedule, the following services will be provided for each Maintenance Service visit. The **Selling Dealer** or **Selling Dealer Network** location will use the engine oil type recommended by **Your Vehicle's** manufacturer.

- Change engine oil and filter
- Multipoint inspection

##### PREMIUM

When the PREMIUM Coverage Plan has been purchased as indicated on the Information Schedule, all STANDARD Coverage Plan Maintenance Services plus the following service will be provided.

- Rotate Tires

##### PREMIUM PLUS

When the PREMIUM PLUS Coverage Plan has been purchased as indicated on the Information Schedule, all STANDARD and PREMIUM Coverage Plans Maintenance Services plus the following services will be provided.

- Replace cabin air filter (**every other service beginning with the 2nd service**)
- Replace engine air filter (**every other service beginning with the 2nd service**)
- Replace wiper blades or inserts (**every other service beginning with the 2nd service**)

#### B. WHAT IS NOT COVERED

1. Any services performed by anyone other than the **Selling Dealer** or a **Selling Dealer Network** location.
2. Any additional costs for maintenance work not specifically covered by this Maintenance Agreement.
3. Any mechanical breakdown or failure of **Your Vehicle**.
4. Any additional maintenance work that may be required or suggested by the manufacturer, **Selling Dealer**, or a **Selling Dealer Network** location.
5. Any maintenance or repair work that may be required due to the continued operation and failure to protect **Your Vehicle** from further damage caused by lack of necessary coolant and/or lubricants.
6. Any Maintenance Services provided by, or under, a promotional or written agreement by the **Vehicle's** manufacturer.

### III. YOUR RESPONSIBILITIES

When Your Vehicle requires Maintenance Services covered by this Maintenance Agreement, You agree to:

- **Return Your Vehicle to the Selling Dealer or a Selling Dealer Network location.**
- **Present Your Maintenance Agreement to the Selling Dealer's or Selling Dealer Network's service advisor for each maintenance service visit.**
- **Follow the appropriate maintenance service intervals as recommended in the Owner's Manual of Your Vehicle or as indicated by Your Vehicle's maintenance indication system.**

### IV. GENERAL PROVISIONS

#### 1. Maintenance Agreement Term

The Maintenance Agreement Term is the **Term Months** shown on the Information Schedule. The Maintenance Agreement begins on the **Purchase Date** shown on the Information Schedule. The Maintenance Agreement ends when the total Number of Services purchased are redeemed or when the Expiration Date is exceeded, whichever occurs first. **This Maintenance Agreement is not renewable.**

#### 2. Where You Are Covered

**This Maintenance Agreement applies only to Maintenance Services provided by Your Selling Dealer or a Selling Dealer Network location.**

#### 3. Limit of Liability

**The Maintenance Services, subject to the Coverage Plan and Number of Services You selected on the Information Schedule, are the only rights granted to You.**

#### 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](http://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 Maintenance Agreement 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 Maintenance Agreement May Be Transferred

**Your rights and duties under this Maintenance Agreement may only be transferred to subsequent purchaser directly by You within 30 days from the date of sale to the subsequent owner. This Maintenance Agreement 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 Maintenance Agreement will be available to Your spouse or legal representative.**

**To transfer this Maintenance Agreement, You must submit the following information to the Administrator:**

- Completed Transfer Request form, which can be obtained by contacting the Administrator;**
- Copy of Your Maintenance Agreement;**
- Bill of Sale indicating date of sale of the Vehicle;**
- \$50 transfer fee made payable to the Administrator.**

#### 6. How This Maintenance Agreement May Be Canceled – Including Refunds And Charges

##### **Cancellation By You**

**You** may cancel this Maintenance Agreement at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with **Your** cancellation request. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Maintenance Agreement must be included with **Your** request for cancellation.

##### **Cancellation By Us**

If **We** cancel this Maintenance Agreement, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and the reason for cancellation. **We** may cancel this Maintenance Agreement for any reason within 90 days of the **Purchase Date**. After 90 days, **We** may cancel this Maintenance Agreement:

- If there has been a material misrepresentation or fraud by **You**; or
- If **You** do not pay the **Maintenance Agreement Price**

##### **Cancellation By Lienholder/Lessor/Payment Plan Provider**

If this Maintenance Agreement is financed, included in **Your** lease agreement or purchased on a payment plan, the Lienholder/Lessor/Payment Plan Provider (shown on the Information Schedule) may cancel this Maintenance Agreement in the event **You** default in **Your** obligation to such Lienholder/Lessor/Payment Plan Provider or in the event **Your Vehicle** is declared a total loss or is repossessed.

##### **How Refunds Are Calculated**

If the Maintenance Agreement is canceled within 60 days of the **Purchase Date** and **You** have not redeemed any Maintenance Services, a 100% refund of the **Maintenance Agreement Price** will be made. After 60 days or if **You** have redeemed any Maintenance Services within the first 60 days, a pro-rata refund based upon the lesser percentage of unused Number of Services or unused **Term Months** will be made. The pro-rata refund will be calculated by multiplying the **Maintenance Agreement Price** by the lesser percentage of: (a) the unused Number of Services divided by the total Number of Services purchased by **You**; or (b) the unused **Term Months** divided by the total **Term Months** of **Your** Maintenance Agreement Term; less an administrative fee of \$50.

If this Maintenance Agreement is canceled by **Us**, no administrative fee will be charged. For refund calculations, if the Maintenance Agreement is canceled by **Us**, all references to 60 days are replaced with 90 days.

**You** authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**. If this Maintenance Agreement is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Maintenance Agreement is canceled by **Us**, the refund, if any, will be paid or credited within 30 days of the date of cancellation.

## 7. Insurance

**This Maintenance Agreement is not an insurance contract. Our obligations under this Maintenance Agreement are insured under an Insurance Policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered Maintenance Service 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 Maintenance Agreement

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

# V. STATE AMENDMENTS

This Maintenance Agreement is amended and the language below governs if the **Selling Dealer** is located in a state listed below.

## California

**KEY TERMS** – “**Provider**”, “**We**”, “**Us**”, “**Our**” and “**Administrator**” definition is amended to include: The **Administrator** is United Service Protection Corporation. The mailing address and phone number is P.O. Box 21647, St. Petersburg, Florida 33742, 1-866-769-8097. The California Provider License Number for United Service Protection Corporation is 0D01816. Please direct any correspondence to **Our** business address at P.O. Box 7719, The Woodlands, Texas 77387, 1-800-964-4811.

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

**GENERAL PROVISIONS** – Section 6 How This Maintenance Agreement May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended as follows:

The sentence “A copy of **Your** Maintenance Agreement must be included with **Your** request for cancellation.” is deleted in its entirety. **You** may cancel this Maintenance Agreement in the event the **Vehicle** is returned, sold, lost, stolen or destroyed.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

**We** may cancel this Maintenance Agreement for any reason within 60 days of the **Purchase Date**. After 60 days, **We** may only cancel this Maintenance Agreement:

- If there has been a material misrepresentation or fraud by **You**; or
- If **You** do not pay the **Maintenance Agreement Price**.

If **We** cancel this Maintenance Agreement, **We** will mail **You** written notice. If **We** cancel within 60 days of **Purchase Date**, the notice will be postmarked before the 61st day after the **Purchase Date**. Any notice shall provide: a) the effective date of cancellation, which will not be less than 5 days after the postmark of the date of notice, and b) the reason for cancellation. If the reason for cancellation is due to fraud or material misrepresentation, the notice shall contain the specific nature of such fraud or misrepresentation. If **We** cancel this Maintenance Agreement, the refund, if any, will be paid within 30 days of the date of cancellation.

If **You** have redeemed Maintenance Services prior to the cancellation date, the claim will be adjudicated according to the terms and conditions of the Maintenance Agreement.

**Cancellation By Lienholder/Lessor/Payment Plan Provider** is deleted in its entirety.

**How Refunds are Calculated** is deleted in its entirety and replaced by the following:

If the Maintenance Agreement is canceled within 60 days of the **Purchase Date** and **You** have not redeemed any Maintenance Services, a 100% refund of the **Maintenance Agreement Price** will be made. If the Maintenance Agreement is canceled within 60 days of the **Purchase Date** and **You** have redeemed Maintenance Services, a pro-rata refund based upon the lesser percentage of unused Number of Services or unused **Term Months** will be made. The pro-rata refund will be calculated by multiplying the **Maintenance Agreement Price** by the lesser percentage of: (a) the unused Number of Services divided by the total Number of Services purchased by **You**; or (b) the unused **Term Months** divided by the total **Term Months** of **Your** Maintenance Agreement Term. No administrative fee will be charged. After 60 days, a pro-rata refund based upon the lesser percentage of unused Number of Services or unused **Term Months** will be made. The pro-rata refund will be calculated by multiplying the **Maintenance Agreement Price** by the lesser percentage of: (a) the unused Number of Services divided by the total Number of Services purchased by **You**; or (b) the unused **Term Months** divided by the total **Term Months** of **Your** Maintenance Agreement Term; less an administrative fee of \$25 or 10% of the refund amount, whichever is less. If this Maintenance Agreement is canceled by **Us**, no administrative fee will be charged.

If this Maintenance Agreement is canceled by **You**, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Maintenance Agreement is canceled by **Us** or canceled by **Us** on behalf of the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited to **You** within 30 days of the date of cancellation.

**GENERAL PROVISIONS** – Section 7 Insurance is deleted in its entirety and replaced by the following:

**Performance to You under this Maintenance Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Maintenance Agreement has been denied or has not been honored within 60 days after Your request. The name and address of the insurance company is: American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357 or access their website [www.insurance.ca.gov](http://www.insurance.ca.gov).**