

## What's Not Covered

- Vehicle frame, body panel, and components
- Sheet metal, bright metal, bumpers
- Moldings & trim
- Upholstery, fabric, carpeting
- Rubber body parts, glass and glass assemblies, weather stripping, tubing, body seals and gaskets, plastic and framing
- Welds
- Exhaust system
- Diesel emissions filter elements
- Evaporative emissions canister
- Spark plugs and wires, glow plugs, carburetor, distributor cap/rotor
- Buttons, handles, door hinges
- Struts, strut bearings, mounts, and housing
- Shock absorbers
- Seat belts and retractors, restraint belts
- Brake pads, drums, rotor, and shoes
- Wheel balancing
- Serpentine and V-belts, hoses
- Wiper blades
- Keyless entry transmitters
- Remote CD changers
- Winch
- Battery and cables
- Clock spring
- Lighting, including but not limited to - lenses, light bulbs, headlight and/or taillight assemblies, LED lighting, and sealed beams
- Wheels and wheel covers
- Cosmetic affects, such as paint, canvas, fiberglass, vinyl, or fabric tops
- CB radios
- Aftermarket audio components
- Friction disc, pressure plate, throw-out bearing, and pilot bearing
- Catalytic converter & diesel emissions systems and components
- Oil changes, tire rotations, alignment checks and adjustments, and battery replacement

## Helpful Phone Numbers

### MEMBER SERVICES

**1-800-258-2084**

### ROADSIDE ASSISTANCE

**1-888-899-7623**

### CLAIMS

**1-888-984-6493**

## What To Do When Something Goes Wrong

**1.**

### Stop & Protect

Do not keep driving. Pull over safely to prevent further damage (additional damage from continued driving is not covered).

**2.**

### Call Roadside

Up to \$100 per incident is covered — no deductible for roadside services.

**3.**

### Contact Claims

Call 1-888-984-6493. Have your Contract ID or VIN ready.

**4.**

### Get Authorization

Repairs done without prior authorization will not be covered.

### IMPORTANT

Never begin repairs before getting approval from CoverageX. You are responsible for any repairs completed without prior authorization.

# Welcome to the CoverageX Family!

We're so glad you're here. Enclosed is your auto protection contract booklet — your go-to guide for what's included in your plan, how to request service, and what to expect when your vehicle needs repair.

Inside, you will find:

- Coverage details – what's included in your plan
- How to request service – what to do when you need help
- Maintenance requirements – how to keep your vehicle eligible for coverage

If your vehicle breaks down, call us right away at 1-888-984-6493. Your Coverage Concierge team will walk you through the next steps, help arrange service, and answer any questions along the way.

We recommend keeping this booklet in your glovebox so it's there when you need it. You can also download the CoverageX app to have your policy card on your phone for easy access.

You're in good hands. If anything comes up, we're just a call away.

## Executive Month to Month Service Agreement

Seller	
CoverageX LLC 14255 49th Street N Building 1 Clearwater, FL 33762	
Administrator	
MBA Financial, LLC 15657 N Hayden Road Ste 1366 Scottsdale, AZ 85260	Claims: 1-888-984-6493 Member Services: 1-800-258-2084 Roadside Assistance: 1-888-899-7623

## DECLARATIONS

**Administrator:**

MBA Financial, LLC

15657 N Hayden Road, Ste 1366

Scottsdale, AZ 85260

**Policy Number:**

### CONTRACT HOLDER ("YOU", "YOUR")

**Customer Name – Primary**

**Customer Name – Secondary**

**Customer Phone – Primary**

**Customer Phone – Secondary**

**Customer Email Address**

**Customer Mailing Address**

### VEHICLE INFORMATION

**Year**

**Make**

**Model**

**Vehicle Identification Number  
("VIN")**

**Odometer**

## DECLARATIONS

CONTRACT INFORMATION	
<b>COVERAGE LEVEL</b>	EXECUTIVE
<b>DEDUCTIBLE AMOUNT</b>	\$200.00
<b>POLICY EFFECTIVE DATE</b>	
<b>POLICY EXPIRATION</b>	This policy renews in monthly increments with no predetermined expiration date, subject to the renewal terms set forth in the CONTRACT TERM & ELIGIBILITY section of this CONTRACT.
<b>WAITING PERIOD</b>	As specified below in WAITING PERIOD CALENDAR DAYS and WAITING PERIOD MILEAGE. Both conditions must be satisfied simultaneously.
<b>WAITING PERIOD CALENDAR DAYS</b>	
<b>WAITING PERIOD MILEAGE</b>	
<b>MONTHLY POLICY PRICE</b>	
<b>CANCEL FEE</b>	\$75.00

POLICY MODIFICATIONS	
<input type="checkbox"/> 4 Wheel Drive	<input type="checkbox"/> Rideshare
<input type="checkbox"/> Diesel	<input type="checkbox"/> Liftkit / Oversized Tires

CONTACT INFORMATION	
<b>Claims Phone</b>	
<b>Customer Service Phone</b>	
<b>Roadside Assistance Phone</b>	
<b>Claims Email</b>	
<b>Administrator Mailing Address</b>	
<b>Obligor Phone</b>	

**IMPORTANT NOTICE: THIS IS NOT AN INSURANCE POLICY**

This CONTRACT is a vehicle service contract regulated under applicable state vehicle service contract laws, not an insurance policy. The OBLIGOR identified in this CONTRACT is the party financially responsible for COVERED BREAKDOWNS under this CONTRACT.

If YOU have questions about this CONTRACT or wish to verify coverage, please contact the ADMINISTRATOR using the contact information on the DECLARATIONS PAGE.

**SELLER AND ADMINISTRATOR INFORMATION**

Seller and Administrator contact information is provided in the CONTACT INFORMATION section of the DECLARATIONS PAGE of this CONTRACT.

## DEFINITIONS

The following terms have specific meaning when capitalized and used within this CONTRACT:

- 1. ADMINISTRATOR:** the party that administers this CONTRACT. This is who YOU contact for all BREAKDOWNS, CONTRACT cancellation requests and any other questions regarding YOUR CONTRACT.
- 2. BRANDED TITLE:** a VEHICLE title, registration or permit document marked with a permanent designation indicating an altered condition or unknown status of the VEHICLE. This includes, but is not limited to: damaged, dismantled, gray market, colored titles, salvaged, scrapped, water damage, totaled and odometer rollback or odometer unknown titles.
- 3. BREAKDOWN:** the inability of a COVERED PART to operate as it was designed to work in normal service, per established tolerances defined by YOUR VEHICLE manufacturer. A BREAKDOWN is defined as a COVERED PART exceeding such tolerances.
- 4. COMMERCIAL VEHICLE:** any VEHICLE whose primary and predominant use is for business purposes to generate income. Incidental or occasional business use of a VEHICLE that is primarily used for personal, family, or household purposes does not constitute commercial use under this CONTRACT.
- 5. CONTRACT:** this VEHICLE service CONTRACT that provides the COVERAGE that YOU have purchased from the SELLER.
- 6. CONTRACT HOLDER, YOU, YOUR:** the CONTRACT purchaser named as the CONTRACT HOLDER on the DECLARATIONS PAGE.
- 7. CONTRACT PERIOD:** The CONTRACT begins on the CONTRACT Effective Date as indicated on the DECLARATIONS PAGE and continues on a month-to-month basis, renewing automatically upon receipt of each Monthly Policy Price payment, unless either party provides notice of non-renewal in accordance with the CONTRACT TERM & ELIGIBILITY section of this CONTRACT.
- 8. COVERAGE:** the COVERAGE YOU have purchased as provided by the CONTRACT.
- 9. COVERED BREAKDOWN:** a BREAKDOWN that results in an authorized payment by US to YOU or on YOUR behalf. The Exclusions & Provisions of this contract detail instances in which a COVERED PART will be excluded from qualifying as a COVERED BREAKDOWN.
- 10. COVERED PART:** any part of the VEHICLE that is not listed specifically as excluded in the Schedule of Coverages, and that is authorized by US for repair or replacement.
- 11. DECLARATIONS PAGE:** the page of this CONTRACT titled DECLARATIONS, which contains the CONTRACT HOLDER's information, VEHICLE information, CONTRACT terms, and all ADMINISTRATOR and OBLIGOR contact information governing this CONTRACT.
- 12. DEDUCTIBLE:** a portion of the COVERED BREAKDOWN YOU are required to pay per covered claim as listed on the DECLARATIONS PAGE of this CONTRACT.
- 13. OBLIGOR ("WE", "US", "OUR"):** National Administrative Service Company, LLC, whose current address and contact number are listed in the CONTACT INFORMATION section of the DECLARATIONS PAGE, is the OBLIGOR that is responsible for meeting the obligations provided to perform under this CONTRACT.
- 14. REPAIR FACILITY:** any automotive repair facility chosen by YOU that holds a current ASE (Automotive Service Excellence) certification and is capable of performing repair services to a COVERED PART.

**15. SELLER:** the company from whom YOU purchased this CONTRACT. SELLER information is provided on the DECLARATIONS PAGE of this CONTRACT.

**16. TEARDOWN:** the disassembly of a failed part required to determine the cause of failure. This includes RDI (Remove, Disassemble, and Inspect).

**17. VEHICLE:** the VEHICLE described on the DECLARATIONS PAGE.

## SCHEDULE OF COVERAGES

This CONTRACT provides exclusions-based coverage, meaning all components of YOUR VEHICLE are covered except those specifically listed below. If a component is not listed in the exclusions below, it is a COVERED PART under this CONTRACT subject to the other terms and conditions herein.

This CONTRACT is inclusive of all components of the VEHICLE, with exception for the following components:

- VEHICLE frame, body panel, and components
- Sheet metal, bright metal, bumpers
- Moldings & trim
- Upholstery, fabric, carpeting
- Rubber body parts, glass and glass assemblies, weather stripping, tubing, body seals and gaskets, plastic and framing
- Welds
- Exhaust system
- Diesel emissions filter elements
- Evaporative emissions canister
- Spark plugs and wires, glow plugs, carburetor, distributor cap/rotor
- Buttons, handles, door hinges
- Struts, strut bearings, mounts, and housing
- Shock absorbers
- Seat belts and retractors, restraint belts
- Brake pads, drums, rotor, and shoes
- Wheel balancing
- Serpentine and V-belts, hoses
- Wiper blades
- Keyless entry transmitters
- Remote CD changers
- Winch
- Battery and cables
- Clock spring
- Lighting, including but not limited to - lenses, light bulbs, headlight and/or tail light assemblies, LED lighting, and sealed beams
- Wheels and wheel covers
- Cosmetic affects, such as paint, canvas, fiberglass, vinyl, or fabric tops.
- CB radios
- Aftermarket audio components
- Friction disc, pressure plate, throw-out bearing, and pilot bearing

- Catalytic converter & diesel emissions systems and components
- Oil changes, tire rotations, alignment checks and adjustments, and battery replacement

## EXCLUSIONS AND PROVISIONS

The following are exclusions under this vehicle service agreement program:

- Any COVERED BREAKDOWN or failure for which the manufacturer is responsible under its warranty or under the repairer's guarantees.
- Any loss or expense that is the direct result of a mechanical or structural defect for which the manufacturer has publicly announced its responsibility by any means or by a recall for the purpose of correcting such defect.
- If the odometer has stopped or has been altered or disconnected and misrepresents your VEHICLE'S actual mileage.
- Any VEHICLE with a BRANDED TITLE, as defined in this CONTRACT.
- Any loss or damage due to collision, falling objects, theft, attempted theft, fire, fluid contamination, larceny, explosion, malicious mischief, vandalism, riot, or civil commotion, acts of God, flood or freezing, or acts of nature and events beyond our control.
- Misuse or abuse: negligence, modification, alteration, tampering, disconnection, improper adjustments or repairs, installation of parts not equivalent in quality and design to parts supplied by the manufacturer or add-on parts.<sup>†</sup>
- Towing or pulling: pulling a trailer or another vehicle unless your VEHICLE is properly equipped for this purpose as recommended by the manufacturer.
- Lack of manufacturer's required maintenance: if you fail to perform proper maintenance or customary lubrication services as recommended by the manufacturer, or by lack of required maintenance, or use of fuels, oils, and/or lubricants other than those recommended by the manufacturer.
- Commercial use of the covered VEHICLE.<sup>††</sup>
- For storage charges.
- Motor tune-up and maintenance items such as oil change filters, fluids, unless required in connection with the repair of a COVERED PART.
- Shop supplies, freight, and any additional fees not specifically authorized under this CONTRACT.
- Failure or loosening of fasteners, hardware, connections, bolts, nuts, screws.
- If you are renting the covered VEHICLE to another individual or entity.
- Any repairs performed on the covered VEHICLE not specifically authorized by us via an authorization number are not covered.
- Any claim papers received after 60 days from the authorization date will result in a claim denial.
- Parts not specifically listed as covered under this CONTRACT are not covered.
- Any failure or claim caused by a condition that existed prior to the purchase of this agreement.
- Any economic loss, including loss of time, inconvenience, lodging, food, storage, or other incidental or consequential loss or damage that may result from a failure.
- Sales tax.

- Minor fluid seepage that does not constitute a BREAKDOWN as defined in this CONTRACT and that falls within tolerances considered normal by the VEHICLE manufacturer. This exclusion does not apply where a seal or gasket has failed in conjunction with the BREAKDOWN of another COVERED PART, in which case the seal or gasket repair remains eligible for coverage subject to the other terms and conditions of this CONTRACT.
- Any covered part if a BREAKDOWN has not occurred or if the wear on that part has not exceeded the tolerances allowed by the manufacturer but which a repair facility recommends or requires be repaired in connection with a COVERED BREAKDOWN.
- Piston rings and intake or exhaust valves which have not sustained a BREAKDOWN but require removal of carbon deposits or other materials by grinding and/or refacing of the valves or seats and cleaning and/or replacement of the pistons and piston rings to restore engine compression or reduce oil consumption.

† - If the Declarations Page shows that the Liftkit/Oversized Tires option was selected, COVERAGE will be provided for YOUR VEHICLE if it has oversized/undersized tires (not to exceed 6 inches greater than manufacturer's specifications), body lifts, and suspension lifts (maximum 6-inch combined lift) that are installed by the dealer or authorized dealer facility at the time of the VEHICLE sale. COVERAGE will be provided in accordance with the terms and provisions of this SERVICE CONTRACT. The odometer must be re-calibrated to register accurate readings in order for YOUR VEHICLE to be eligible for this COVERAGE. The oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions are specifically excluded from COVERAGE, and any failures caused by those oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions shall not be covered under this CONTRACT.

†† - If the Declarations Page shows that the Rideshare option was selected, COVERAGE will be provided for YOUR VEHICLE if it is used for rideshare purposes. COVERAGE will be provided in accordance with the terms and provisions of this SERVICE CONTRACT. Any other commercial use of this VEHICLE outside of rideshare purposes will be considered a violation of this exception and YOUR VEHICLE will no longer qualify for COVERAGE under this SERVICE CONTRACT.

## LIMIT OF LIABILITY

The aggregate limit of liability of all claims and benefits shall never exceed the J.D. Power Average Retail Value (or other independently published guide), at the time immediately preceding the BREAKDOWN. The maximum hourly labor rate for COVERED BREAKDOWNS shall not exceed the REPAIR FACILITY'S posted labor rate, or \$150.00 per labor hour in the event a labor rate is not posted.

Replacement of parts and in particular certain automotive units, such as engines, transmissions, differential assemblies, and other components, may be by the use of remanufactured, rebuilt, or salvage parts of Like Kind & Quality (LKQ), meaning parts of equivalent quality, function, and specification to the failed COVERED PART. Any such parts will be covered under the terms and conditions for the remaining term of this CONTRACT.

This CONTRACT sets out the full extent of OUR responsibilities. Neither the OBLIGOR nor the ADMINISTRATOR shall be liable for special, indirect, incidental, punitive, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, expenses arising out of third-party claims, loss of use of the VEHICLE, inconvenience, or any other loss), whether or not caused by or resulting from breach of agreement, negligence, or other wrongful act or omission, even if it has been advised of the possibility of such damages. Neither the OBLIGOR nor the ADMINISTRATOR authorize any person, entity, or dealer to create for them any other obligation or liability in connection with this product.

## **AGREEMENT HOLDER RESPONSIBILITIES**

- Read the entirety of this agreement. Check YOUR agreement for COVERAGE and familiarize yourself with its terms and conditions. All components of YOUR VEHICLE are covered under this CONTRACT except those specifically listed as excluded in the Schedule of Coverages. If a component is not listed in the exclusions, it is a COVERED PART subject to the terms and conditions herein. Verify that both personal contact information and VEHICLE information is correct & accurate at the time of underwriting this policy. Immediately contact the ADMINISTRATOR, listed on the DECLARATIONS PAGE, if any information is incorrect.
- Vehicle Maintenance Requirements
  - YOU must ensure that YOUR VEHICLE maintenance is performed as recommended by YOUR VEHICLE manufacturer.
  - Maintain all VEHICLE fluid levels as recommended by YOUR VEHICLE manufacturer.
  - Maintain all service records of YOUR VEHICLE as WE may require and request copies to accurately determine eligibility for COVERAGE under this CONTRACT. These records must include a date of service, the odometer reading at the time of service, supplies, and the VIN.
  - If YOU perform YOUR own maintenance, YOU must maintain a written log of dates, mileage readings, supplies, and a detailed description of each service performed. Receipts for the supplies utilized are required to be maintained.
  - YOUR claim may be denied if YOU fail to produce maintenance records, logs and receipts.
  - YOU must ensure that WE issue an authorization to proceed with repairs to qualify for COVERAGE. ANY REPAIRS COMPLETED WITHOUT OUR PRIOR AUTHORIZATION WILL NOT QUALIFY FOR COVERAGE.

## **INSTRUCTIONS IN THE EVENT OF A BREAKDOWN**

- Be sure the covered VEHICLE is protected from further damage. Take immediate action to prevent further damage to your vehicle. Any damage resulting from continued operation of an impaired vehicle will constitute failure to protect your vehicle and will not be covered by this CONTRACT. Contact the roadside assistance number listed in the CONTACT INFORMATION section of the DECLARATIONS PAGE to request a tow to prevent further damage to the VEHICLE.
- Take YOUR VEHICLE to any ASE-certified REPAIR FACILITY of YOUR choosing. To verify whether a facility holds a current ASE certification, YOU may contact the ADMINISTRATOR using the contact information listed on the DECLARATIONS PAGE, or visit the ASE facility locator at [www.ase.com](http://www.ase.com). Contact the ADMINISTRATOR via the claims phone number or claims email address listed in the CONTACT INFORMATION section of the DECLARATIONS PAGE. Be ready with YOUR Contract ID or VIN for the fastest resolution time.
- Authorization of the REPAIR FACILITY occurs as part of the claims process — YOU do not need to identify an authorized facility before taking YOUR VEHICLE in for diagnosis. The ADMINISTRATOR will work directly with YOUR chosen REPAIR FACILITY to complete authorization prior to any repair being performed. If YOUR chosen REPAIR FACILITY is unfamiliar with the claims authorization process, please ask them to contact the ADMINISTRATOR directly using the contact information on the DECLARATIONS PAGE.
- Prior to proceeding with repairs, ensure that the REPAIR FACILITY contacts the ADMINISTRATOR and obtains authorization to proceed with the repair. **IMPORTANT: REPAIRS COMPLETED WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR WILL NOT BE COVERED UNDER THIS CONTRACT.**
- The ADMINISTRATOR reserves the right to inspect the covered VEHICLE before the performance of repair or replacement.

Pay the applicable DEDUCTIBLE and all charges for service not covered by this CONTRACT. Diagnostic fees incurred in connection with an approved claim are covered under this CONTRACT and will be authorized by the ADMINISTRATOR as part of the claims process. **NOTE: YOU are responsible for authorizing TEARDOWN of YOUR VEHICLE by the REPAIR FACILITY to determine the cause of failure. If the failure is not a COVERED BREAKDOWN under this CONTRACT, YOU will be responsible for all diagnostic and TEARDOWN costs.**

## **RENTAL CAR & RIDESHARE PROVISIONS**

**Rental Car Coverage:** COVERAGE for rental car reimbursement is limited to \$100.00 per day up to an aggregate of \$300.00 per claim. YOU will be responsible for the procurement of a rental car in the event of a COVERED BREAKDOWN. WE will reimburse YOU up to these limits, subject to the following conditions: (a) the claim must be authorized by the ADMINISTRATOR; (b) the authorized repair must require a minimum of 4 hours of labor time as determined by the ADMINISTRATOR; and (c) YOU must furnish rental car receipts to the ADMINISTRATOR for reimbursement. If the authorized repair requires less than 4 hours of labor time, rental car reimbursement will not be available for that claim.

**Rideshare Coverage:** In lieu of rental car COVERAGE, YOU may elect to utilize rideshare services, up to \$60 per day with \$300 in aggregate limit per claim. This COVERAGE is limited only to authorized claims with at least 4 hours of labor time.

## **ROADSIDE ASSISTANCE**

YOUR contract includes emergency roadside service that is available 24 hours a day, 365 days per year. Emergency services are provided by the roadside assistance number listed in the CONTACT INFORMATION section of the DECLARATIONS PAGE. If YOUR VEHICLE experiences a BREAKDOWN, please call the roadside assistance number listed in the CONTACT INFORMATION section of the DECLARATIONS PAGE to request emergency services. There is no DEDUCTIBLE applicable for utilizing these services. The maximum amount per service instance that WE will provide is \$100.00 – any costs exceeding this amount will be YOUR responsibility. YOUR benefits include:

- Towing Services
  - Limited to 1 service every 72 hours.
- Emergency Tire Services
  - Limited to 1 service every 72 hours; covers changing an inflated spare tire only.
- Lockout Service
  - Limited to 1 service every 72 hours; does not include costs related to issuing new keys.
- Dead Battery Service
  - Limited to 1 service every 72 hours.

## **CONTRACT TERM & ELIGIBILITY**

COVERAGE is effective only when BOTH of the following conditions have been satisfied from the POLICY EFFECTIVE DATE and ODOMETER reading listed on the DECLARATIONS PAGE: (a) the waiting period in calendar days listed on the DECLARATIONS PAGE has elapsed; AND (b) the VEHICLE odometer has accumulated at least the waiting period mileage listed on the DECLARATIONS PAGE. Both conditions must be satisfied simultaneously — satisfying one condition alone does not activate COVERAGE under this CONTRACT. Any BREAKDOWN occurring before both conditions are met will not be eligible for coverage regardless of the date or mileage at the time of the BREAKDOWN.

This CONTRACT renews automatically on a monthly basis upon receipt of the Monthly Policy Price. Either party may elect not to renew by providing written notice prior to the next scheduled renewal date. WE will provide YOU with no less than 30 days written notice of OUR intent not to renew. Failure to provide such notice obligates neither party beyond the current monthly term. The waiting period will not apply for renewal terms, provided YOUR payment is received within 10 days of the scheduled payment due date. Payments received after 10 days of the scheduled due date may result in cancellation of this CONTRACT by the payment plan provider, in which case a new CONTRACT with a new waiting period may be required to reinstate coverage. Please refer to your Payment Authorization Agreement for the payment plan provider's cancellation terms. YOUR CONTRACT will be issued a new Contract ID for every month renewed to reflect the updated effective date. If YOU would like to request an updated version of this CONTRACT, please contact the ADMINISTRATOR.

## **CANCELLATION**

1. YOU may cancel this CONTRACT by contacting the ADMINISTRATOR, in writing or via phone, using the mailing address or customer service number listed in the CONTACT INFORMATION section of the DECLARATIONS PAGE and submitting a request to cancel the CONTRACT, or as otherwise required by law.

a. If cancelled within 30 days of purchase, the ADMINISTRATOR shall issue a full refund to the CONTRACT HOLDER.

b. If cancelled after more than 30 days have elapsed from the POLICY EFFECTIVE DATE, a refund will be calculated by dividing the number of days remaining in the current billing period by the total days in that billing period, multiplied by the Monthly Policy Price. Claims paid during the current term and the cancellation fee listed on the DECLARATIONS PAGE will then be deducted from that amount. No refund will be issued if deductions exceed the prorated amount, and no additional amount will be owed by the CONTRACT HOLDER beyond the cancellation fee. Refunds will be issued within 30 days of the cancellation effective date.

2. The ADMINISTRATOR reserves the right to terminate this CONTRACT in the event of misrepresentation by YOU during the contract purchase, misrepresentation by YOU when filing a claim, or if YOUR VEHICLE is discovered to have been modified in a way contrary to the recommendations of the VEHICLE manufacturer.

## **DISPUTE RESOLUTION PROCEDURE**

If YOU disagree with a claims decision made by the ADMINISTRATOR, YOU may request an internal review before pursuing any other remedy available under this CONTRACT. To request an internal review, YOU must contact the ADMINISTRATOR in writing using the contact information listed on the DECLARATIONS PAGE within 30 calendar days of receiving notice of the disputed decision. YOUR written request must include:

- (a) YOUR Contract ID or VIN;
- (b) A description of the BREAKDOWN and the repair performed or proposed;
- (c) A statement of the specific decision YOU are disputing; and
- (d) Any supporting documentation, including repair facility estimates, inspection reports, or maintenance records.

The ADMINISTRATOR will acknowledge receipt of YOUR request within 5 business days and issue a written determination within 30 calendar days of receiving YOUR complete submission. If the ADMINISTRATOR requires additional information to complete its review, WE will notify YOU in writing within 10 business days of receiving YOUR request.

Completion of this internal review process is not a prerequisite to pursuing any other remedy available to YOU under this CONTRACT or applicable law, including arbitration. However, WE encourage YOU to utilize this process as it may resolve YOUR concern more quickly and at no cost to YOU.

## **TRANSFER OF AGREEMENT**

1. The CONTRACT HOLDER may transfer this contract to a new vehicle owner with our approval. The decision to approve transfers is entirely within our discretion and may be denied for any reason.
2. To transfer the CONTRACT, the CONTRACT HOLDER or new VEHICLE owner must contact US and submit the following information and documentation at time of transfer request:
  - a. Proof of the ownership change such as a bill of sale, VEHICLE registration or title;
  - b. An administrative processing fee of seventy-five dollars (\$75.00).
  - c. The odometer reading at time of ownership transfer;
  - d. Copies of receipts demonstrating that the last scheduled maintenance requirements have been performed as described in the VEHICLE MAINTENANCE REQUIREMENTS section.
3. This CONTRACT may not be transferred to another VEHICLE. It may only be transferred to a private owner of the same VEHICLE.
4. YOU may not transfer this CONTRACT to a vehicle dealer or to the customer of a vehicle dealer.
5. All remaining underlying warranties must be transferred to the new owner.

## **GENERAL PROVISIONS**

**SUBROGATION:** To the extent WE make payment under this CONTRACT for a COVERED BREAKDOWN, WE shall be subrogated to all of YOUR rights of recovery against any third party responsible for causing or contributing to that BREAKDOWN, including but not limited to REPAIR FACILITIES, parts manufacturers, and other service providers. YOU agree to cooperate fully with US in the pursuit of any such recovery, to execute any documents reasonably required to perfect OUR subrogation rights, and to refrain from taking any action that would impair or prejudice those rights. YOU shall not waive, release, or settle any claim against a third party for a COVERED BREAKDOWN without OUR prior written consent. Any amounts recovered through subrogation, net of OUR reasonable costs of recovery, shall first be applied to reimburse US for amounts paid under this CONTRACT. Any surplus remaining after full reimbursement shall be returned to YOU.

**ENTIRE AGREEMENT:** This CONTRACT, together with the DECLARATIONS PAGE, constitutes the entire agreement between YOU and US with respect to the coverage described herein and supersedes all prior and contemporaneous representations, discussions, negotiations, and agreements, whether oral or written, relating to the subject matter of this CONTRACT. No representation, promise, inducement, or statement of intent made prior to or at the time of purchase of this CONTRACT that is not expressly set forth in this CONTRACT shall be binding upon either party. No modification of this CONTRACT shall be valid or enforceable unless made in writing and signed by an authorized representative of the ADMINISTRATOR.

**SEVERABILITY:** If any provision of this CONTRACT is found by a court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it enforceable, or if it cannot be so modified, it shall be severed from this CONTRACT. The invalidity, illegality, or unenforceability of any such provision shall not affect the validity or enforceability of any other provision of this CONTRACT, all of which shall remain in full force and effect. The parties agree to negotiate in good faith a replacement provision that is valid and enforceable and that achieves, to the greatest extent possible, the original intent and economic effect of the severed provision.

**GOVERNING LAW:** This CONTRACT shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles, except to the extent that applicable state law in YOUR state of residence mandates the application of that state's law to specific provisions of this CONTRACT. Any provision of this CONTRACT that conflicts with a mandatory requirement of the law of YOUR state of residence shall be deemed modified solely to the extent necessary to comply with that requirement, and all other provisions shall remain in full force and effect.

**MISREPRESENTATION AND FRAUD:** This CONTRACT is issued in reliance upon the accuracy and completeness of the information provided by YOU at the time of purchase, including but not limited to the VEHICLE information, odometer reading, and disclosure of any known pre-existing conditions. If YOU have made any material misrepresentation, omission, or fraudulent statement in connection with the purchase of this CONTRACT or the filing of any claim

hereunder, this CONTRACT shall be void from its inception as if it had never been issued, and WE shall have no obligation to pay any claim or provide any benefit under this CONTRACT. In such event, WE shall refund to YOU any amounts paid for this CONTRACT, less any claims paid on YOUR behalf prior to discovery of the misrepresentation or fraud. For purposes of this provision, a misrepresentation is material if it would have caused US to decline to issue this CONTRACT, to issue it on different terms, or to price it differently had the accurate information been known at the time of purchase.

**NO THIRD-PARTY BENEFICIARY:** This CONTRACT is entered into solely for the benefit of the CONTRACT HOLDER named on the DECLARATIONS PAGE. Nothing in this CONTRACT, express or implied, is intended to or shall confer upon any other person or entity — including but not limited to any REPAIR FACILITY, parts supplier, lender, lienholder, or other third party — any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this CONTRACT. The REPAIR FACILITY's authorization to perform repairs under this CONTRACT does not create any direct right of payment or contractual relationship between the REPAIR FACILITY and the OBLIGOR or ADMINISTRATOR.

**OTHER COVERAGE — WARRANTY PRIMACY:** This CONTRACT is intended to provide coverage that is excess to any manufacturer's warranty, dealer warranty, certified pre-owned warranty, or any other service contract or extended warranty that covers the same COVERED PART for the same BREAKDOWN. If a COVERED BREAKDOWN occurs while any such warranty or other coverage remains in effect for the affected COVERED PART, YOU must first pursue that warranty or coverage to its fullest extent before submitting a claim under this CONTRACT. WE will not authorize or pay any claim for a COVERED BREAKDOWN that is eligible for coverage under an existing warranty or other service contract, regardless of whether YOU have elected to pursue that coverage. YOU are responsible for notifying the ADMINISTRATOR of any applicable warranties or other coverage at the time of submitting a claim. If WE pay a claim that is subsequently determined to have been covered by an existing warranty or other coverage, WE shall be entitled to recover those amounts from the responsible warranty provider, and YOU agree to cooperate with US in any such recovery effort.

**STATE-SPECIFIC ADDENDUMS**

## Payment Plan Agreement

<b>Payment Plan Provider</b>	SING For Service, LLC a/k/a Mepco
<b>Service Contract #:</b>	

BUYER	SELLER	Dealer #:
Name:	Name: CoverageX LLC	
Address:	Address: 14255 49th Street N Building 1	
City, State, Zip:	City, State, Zip: Clearwater, FL 33762	
Phone:	Phone: 1-800-258-2084	
Email:	Salesperson:	

<b>Administrator</b>	MBA Financial, LLC
<b>Contract Effective as of:</b>	

You, the Buyer, may continue the Service Contract ("SC") by making monthly payments according to the terms of this Payment Authorization Agreement ("Agreement"). The SC is issued by "Administrator". The SC number is provided at the top of this Agreement. You and we agree to be bound by the terms of this Agreement. "We", "Us" and "Our" refer to the Seller shown above, and upon assignment of this Agreement, to SING For Service, LLC ("MEPCO"). By signing this Agreement, you are authorizing MEPCO to collect monthly payments from you in order for you to continue your benefits under the SC. The important disclosures below are part of this Agreement. Payment Processing Center: Mepco, 10 S. LaSalle St., Suite 2310, Chicago, IL 60603 Phone: 800-397-6767 Fax: 312-853-0535

## PAYMENT SCHEDULES

Initial Payment	Monthly Renewable Payment	Monthly Renewable Payment Due Date

**Late Charge:** Except as provided below, if you wish to continue your SC and do not make your full Monthly Renewable Payment within five (5) days of its scheduled due date, you will pay a late charge of the lesser of Ten Dollars (\$10.00) or five percent (5%) of the part of the payment that is late. If you live in Arizona, California, Colorado, the District of Columbia,

Florida, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, New York, Oklahoma, South Carolina, Virginia, West Virginia, Wisconsin or Wyoming, your late charge will be the lesser of Ten Dollars (\$10.00) or five percent (5%) of the part of the payment that is late if you don't make your payment within (10) days of its scheduled due date. If you live in Maine, Massachusetts, Mississippi or North Carolina, your late charge will be the lesser of Five Dollars (\$5.00) or five percent (5%) of the part of the payment that is late if you don't make your payment within fifteen (15) days of its scheduled due date.

**PAYMENT OPTIONS:** You have paid Seller the Initial Payment in the amount set forth above. In order to renew your SC each month, you agree MEPCO can collect Monthly Renewal Payments from you, as scheduled and disclosed above.

**PAYMENT OPTION SELECTED:**

**Authorization** You hereby authorize MEPCO to make consecutive monthly charges to your credit/debit card or bank account listed below, in the amounts and at the times disclosed in the Payment Schedule above (plus late charges and returned payment charges, if any). This authority remains in effect until MEPCO has received written notification of termination from you in time to allow reasonable opportunity for MEPCO to act on it. If charging a payment to your credit/debit card or bank account causes you to go over your credit limit or account balance, your card issuer or bank may charge you a fee.

**Credit Card Authorization**

Card Number: \*\*\*\*\* Exp. Date:

**Bank Account Direct Debit Authorization**

Name of Financial Institution:

Routing Number:

Account Number: Checking \_\_\_\_ or Savings \_\_\_\_

**NOTICE TO BUYER**

1. Do not sign this Agreement before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of this Agreement.
3. You have the right to cancel the Service Contract at any time and make no further payments.
4. Keep this Agreement to protect your legal rights.

**BY SIGNING BELOW, OR BY MAKING YOUR FIRST MONTHLY RENEWAL PAYMENT AFTER YOU HAVE RECEIVED A MAILED OR ELECTRONIC COPY OF THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION BELOW, AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

<b>PURCHASER</b>		<b>SELLER</b>	
X Signature	Date	X Signature	Date

In accordance with the terms and conditions of the agreement between Seller and Mepco, Seller hereby assigns its right, title and interest in this Agreement to MEPCO, 10 S. LaSalle St., Suite 2310, Chicago, IL 60603. X This Agreement sets forth the terms and conditions of the consecutive monthly payment authorization by the Purchaser by phone or other electronic means. See page 4 for instructions to cancel.

## **ADDITIONAL TERMS AND CONDITIONS**

**AUTHORIZATION:** You agree that we may collect Monthly Renewable Payments from you according to the terms of this Agreement.

**LATE CHARGE AND RETURNED PAYMENT CHARGES:** You agree to pay the late payment charges specified on Page 2. The applicable late charge is based upon your state of residence at the time you enter into or ratify this Agreement.

Except as provided below, if any payment you make is returned unpaid for any reason, after we make any demand applicable law requires, and wait the time any applicable law requires, you agree to pay us a returned payment charge of Twenty-Five (\$25.00). If you live in Arizona or Massachusetts, you agree to pay a return payment charge of Ten Dollars (\$10.00). If you live in California or Wisconsin, you agree to pay a returned payment charge of Fifteen Dollars (\$15.00). If you live in Connecticut, Idaho, New York or Utah, you agree to pay us a returned payment charge of Twenty Dollars (\$20.00). If you live in the District of Columbia, Iowa or Wyoming, you will not pay returned payment charges. If you live in Maine, Virginia or Vermont, you will be liable for returned payment charges as prescribed by a court, if we take action against you.

All late charges, returned payment charges and other fees you incur must be paid in the next monthly payment and in accordance with the payment option you select and/or is in effect at the time of the next monthly payment.

**YOUR RIGHT TO CANCEL; ASSIGNMENT OF RIGHTS:** You have the right to cancel the SC at any time in accordance with the terms of the SC. If you exercise the right to cancel the SC, you agree to send written notice of the cancellation to the Administrator and to us. You authorize us to direct the Administrator/Seller to cancel the SC if we do not receive any payment within ten (10) days of the scheduled payment date, as applicable law allows.

You hereby grant us a security interest in and assign to us your right to receive refunds pursuant to the SC. If the SC is cancelled before you have paid all fees or charges due to us under this Agreement, any refund due to you after proceeds are applied to your outstanding obligations under this Agreement (the "Buyer Refund") will be paid to you. The Buyer Refund is calculated in the manner described in the SC. If you are entitled to a Buyer Refund, you will receive the refund from the Seller or the Administrator of the SC. Neither MEPCO nor any other assignee of the Seller shall have a contractual or other responsibility under this Agreement or the SC to pay or calculate such refund, or for the performance of any other services required by the SC.

**OUR RIGHT TO CANCEL:** If you fail to make any payment when due or subject to the requirement in this section, fail to comply with any provision in the Agreement (default), after notice and any right to cure required by applicable law, we have the right to cancel the SC and take any action permitted by law to collect what you owe, if any. Upon cancellation, you agree that we may collect and receive any refunds or proceeds with respect to the SC. We will apply

those refunds and proceeds to your outstanding obligations under this Agreement. If there is a surplus in excess of One Dollar (\$1.00), you are entitled to the surplus. Except where prohibited by applicable law, you hereby release and discharge us from any liability for damages with respect to cancellation of the SC as described in this section, and you shall indemnify and hold us harmless from any liabilities, claims, damages or causes of action for any action taken as a result. Our failure to require strict performance of any provision in this Agreement or to exercise our rights under this Agreement will not waive or relinquish any future rights under this Agreement.

If required by applicable law, we will only consider the failure to comply with other provisions of this Agreement an event of default if our prospect of payment, performance, or realization of collateral is significantly impaired. Where required, we bear the burden of establishing significant impairment.

**POWER OF ATTORNEY:** In the event you default under the terms of this Agreement, and if allowed by applicable law, you hereby irrevocably appoint us as your true and lawful attorney-in-fact with respect to the SC until all amounts payable hereunder are paid in full. If allowed by applicable law, you agree that we will have the full power under this power of attorney to (1) cancel or reinstate the SC, (2) endorse or execute, in your name, all checks issued and all other documents or instruments relating to the SC, (3) receive, demand, collect or sue for any amounts relating to the SC due and owing to us by the Administrator, Insurer, Seller or any other obligor, and (4) take such actions as are necessary to further the purposes of this Agreement.

**ACCEPTANCE, RATIFICATION AND ACCURACY:** This Agreement shall be effective when signed by you and us, or where applicable, upon the first of the following events to occur after we mail you a copy of the Agreement: (1) you sign and transmit to us a copy of the signed Agreement, in wet ink or electronically, (2) you provide verbal authorization via a recorded phone call for us to initiate payments, or (3) you make your payment. Either signature, verbal authorization via recorded phone call, or payment according to the terms of the Agreement ratifies and makes effective your and our obligations under this Agreement. You may not modify the preprinted terms of this Agreement.

**SERVICING AND COLLECTION CONTACTS:** By providing your wireless (cell) telephone number, you expressly consent to receiving telephone calls from us, and any assignee of this Agreement, concerning your Agreement, including calls to collect what you owe. Live calls may be made by one of our employees. Calls may also be made by a prerecorded, autodialed voice or text message as applicable law allows. Your consent covers all types of calls. We do not charge you for such calls. Your wireless carrier will charge you for our incoming calls and text messages according to your plan.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between you and us. It supersedes any other written or oral agreement between the parties, and except as otherwise set forth herein, may be modified only in writing signed by us. No oral changes to the terms of this Agreement are binding on you or us.

**GOVERNING LAW; ARBITRATION:** This Agreement is governed and construed in accordance with federal law and the laws of the state of your residence, as provided on the first page of this Agreement. Each provision in this Agreement includes the arbitration provision set forth below. By signing or ratifying this Agreement, you agree to be bound by the terms of the arbitration provision.

**MISCELLANEOUS:** The content and format of this Agreement has been adapted to provide you with important information in a clear and familiar form and its use does not imply that any particular federal or state law relating to lending or installment sales applies to this Agreement or transactions it contemplates. You expressly acknowledge and understand that the purchase of a SC is not required either to purchase or obtain financing for a vehicle. Time is of the essence in this Agreement.

For purchases primarily for personal, family or household use, the following disclosure applies.

**NOTICE: ANY HOLDER OF THIS CONSUMER CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER.**

**ARBITRATION PROVISION: This Arbitration Provision significantly affects your rights in any dispute with us. Please read this Arbitration Provision carefully before you sign or ratify this Agreement.**

**EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT. IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP CERTAIN RIGHTS THAT MAY BE AVAILABLE IN COURT, INCLUDING OUR RIGHT TO A TRIAL BY JURY. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER OF ANY CLASS CLAIM YOU MAY HAVE AGAINST US.**

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arises out of or relates in any manner to this Agreement or any resulting relationship (including any such relationship with third parties who do not sign this Agreement such as an assignee of this Agreement) shall, at your or our election (or the election of any such third party), be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. This is called "class action waiver."

You may choose the applicable rules of either the American Arbitration Association (“AAA”) or another arbitration organization, subject to our approval. You may obtain a copy of the rules of the AAA by visiting its web site ([www.adr.org](http://www.adr.org)). We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim under applicable law.

This Arbitration Provision relates to an agreement that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. 1 et seq.).

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules of the chosen arbitration organization. The arbitrator shall apply substantive governing law and applicable statute of limitations. The arbitration award shall be in writing. The arbitration hearing shall be conducted in the federal district in which you live, or such other place convenient to you as required by the rules of the chosen arbitration organization. If you demand arbitration first, you will pay the filing fee if the chosen arbitration organization requires it. We will advance and/or pay any other fees and costs required by the rules of the chosen arbitration organization.

The arbitrator’s award shall be final and binding on all parties. There shall be a limited right to appeal to the extent allowed by the Federal Arbitration Act. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous.

If any part of this Arbitration Provision, other than the Class Action Waiver, is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Provision shall be unenforceable. This Arbitration Provision shall survive the termination of any contractual agreement between you and us, regardless of the reason.

## **STATE LAW DISCLOSURES**

**OHIO:** If you reside in Ohio, the following disclosures applies: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

For all other state-specific disclosures, please refer to the State-Specific Addendum accompanying this CONTRACT.