



# PowerBuy™ Depreciation Program

CONTRACT NUMBER

## PDP INFORMATION SECTION

### CUSTOMER INFORMATION

LAST NAME		FIRST NAME		MI	TELEPHONE NUMBER
ADDRESS		CITY	STATE	ZIP CODE	E-MAIL ADDRESS

### COVERED VEHICLE INFORMATION

YEAR	MAKE	MODEL	MSRP / NADA RETAIL VALUE
VEHICLE IDENTIFICATION NUMBER		VEHICLE PURCHASE DATE	VEHICLE PURCHASE PRICE / LEASE AGREED UPON VALUE
FINANCE CONTRACT TYPE <input type="checkbox"/> Cash <input type="checkbox"/> Lease <input type="checkbox"/> Loan		APR	FINANCE TERM      AMOUNT FINANCED

### PLAN INFORMATION

PDP PURCHASE DATE	DEPRECIATION TERM IN MONTHS (TERM BEGINS ON VEHICLE PURCHASE DATE)	PDP PURCHASE PRICE
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#### MAXIMUM DEPRECIATION BENEFIT

\$3,500.00       \$6,000.00       \$10,000.00

If no Maximum Depreciation Benefit is selected, the benefit will be \$3,500.

### PARTICIPATING DEALERSHIP/LIENHOLDER INFORMATION

DEALER NAME		TELEPHONE NUMBER	DEALER CODE	F&I NUMBER
ADDRESS		CITY	STATE	ZIP CODE
LIENHOLDER NAME			TELEPHONE NUMBER	
ADDRESS		CITY	STATE	ZIP CODE

This **PowerBuy Depreciation Program (PDP)** is between the **Customer (I, You, Your)** and the **Obligor (We, Us, Our)**.

The **PowerBuy Depreciation Program** is defined as the **Covered Vehicle Purchase Price / Lease Agreed Upon Value of the Vehicle** less the amount received from **Your Primary Insurance Settlement** (or, if uninsured, the **Covered Vehicle's Actual Cash Value**) or the selected **Maximum Depreciation Benefit**, whichever is lower. The benefit amount will be applied as a down payment on the **Replacement Vehicle**. **We** will pay this benefit to the **Participating Dealership** provided **You** purchase a **Replacement Vehicle** from **Them** within 90 days of **Your Primary Insurance Settlement**. All benefits are subject to the **Maximum Eligibility Limit, Definitions and Terms, Limitations and Exclusions** of this agreement. There is no cash alternative should **You** choose not to purchase a **Replacement Vehicle** from the **Participating Dealership**.

### SIGNATURES FOR PDP COVERAGE

By **Your** signature below, **You** acknowledge and agree that **You** have read this **PDP** coverage in its entirety, fully understand its content, agree to the terms and conditions, exclusions and limitations that could prevent **You** from receiving benefits and acknowledge receipt of a copy thereof. **You** agree to purchase **PDP** for the amount set forth above as the "**PDP Purchase Price**" and **You** also acknowledge that no other verbal representations have been made to **You** that differ from the written provisions. **You** also confirm that **Your** acceptance of **PDP** coverage is strictly voluntary and is not required in order for **You** to obtain credit, or to obtain any particular or more favorable terms for credit, vehicle purchase or lease.

CUSTOMER'S SIGNATURE	DATE
DEALER SIGNATURE	DATE

The **Administrator** of this **PDP Agreement** is National Auto Care, Depreciation Claims Office, 440 Polaris Pkwy, Suite 250, Westerville, OH 43082 (877)463-4266. To submit a claim to the **Administrator** under this **PDP Agreement**, please refer to the **PDP LOSS DOCUMENTATION PROCEDURES - CLAIMS** section below.

**DEFINITIONS**

1. **Actual Cash Value (ACV):** The retail value of the **Covered Vehicle** on the **Date of Loss** as listed in a national or regional guide, such as NADA, or, at the **Administrator's** discretion, the **Administrator** may use an equivalent national or regional guide for the Territory in which the Covered Vehicle is principally garaged. For a **Covered Vehicle** which has no retail value available or is in a **Territory** where the NADA or an equivalent national or regional guide is not customarily used, **ACV** will be determined using the best information available to the **Administrator**, or which the **Administrator** reasonably believes accurately reflects the retail value of the **Covered Vehicle** and is customarily used as the basis for establishing **ACV** for a vehicle in the **Territory** of the **Covered Vehicle** location.
2. **Administrator:** National Auto Care, Depreciation Claims Office, 440 Polaris Pkwy, Suite 250, Westerville, OH 43082. The entity who administers the **PowerBuy Depreciation Program** on **Our** behalf.
3. **Bill of Sale / Buyers Order / Retail Installment Sale Contract / Finance Contract / Lease Agreement:** The documents detailing the **Purchase Price / Lease Agreed Upon Value** of the **Covered Vehicle**, net of any rebates, costs for additional products, taxes, fees or expenses.
4. **Commercial Use:** The use of the **Covered Vehicle** for police or emergency service, snow removal, carriage of goods or passengers for hire, compensation, or profit or road repair or hauling activities for a fee. **Commercial Use** includes Uber, Lyft and similar companies.
5. **Constructive Total Loss:** A direct and accidental loss of or damage to a **Covered Vehicle** for which the following criteria apply: a) the total cost to repair the **Covered Vehicle** is greater than the **ACV** of the **Covered Vehicle** immediately prior to the **Date of Loss**; or b) the **Covered Vehicle** is stolen and is not recovered within 30 days from the date a police report was filed; or c) **Your Primary Carrier** declares the **Covered Vehicle** a total loss. In the case there is no primary insurance coverage, the **Covered Vehicle** must be available for the inspection or appraisal, at no cost to **You**, to determine if the **Covered Vehicle** is a **Constructive Total Loss** (except in the event of an **Unrecovered Theft**). If the **Covered Vehicle** is not available for inspection or appraisal, no **Depreciation Benefit** will be paid.
6. **Covered Vehicle:** Any private passenger automobile, van, SUV or truck as described in the **PDP Information Section** which is utilized for personal purposes and which is not otherwise excluded from coverage. Gross Vehicle Weight Rating (GVWR) must not exceed 14,500 lbs. (12,500 lbs. for vehicles where the **PDP Agreement** is being financed by Ford Motor Credit Company LLC)
7. **Covered Vehicle Purchase Date:** The date on which **You** purchase or lease the **Covered Vehicle**, as indicated in the **PDP Information Section**. This is the date that **Your PDP Depreciation Term** commences.
8. **Covered Vehicle Purchase Price / Lease Agreed Upon Value:** Shall be the actual sales price of the **Covered Vehicle**, as shown on the **Bill of Sale / Retail Installment Sale Contract / Finance Contract / Lease Agreement** net of any rebates, the costs for any additional products, taxes, or any other fees or expenses. If the **Bill of Sale / Retail Installment Sale Contract / Finance Contract / Lease Agreement** is not available then the **Purchase Price** shall be 100% of the Manufacturer's Suggested Retail Price (MSRP) for new vehicles or 100% of the NADA Clean retail value, for used vehicles. The **Administrator**, at their discretion, may use an equivalent national or regional guide for the Territory in which the **Covered Vehicle** is principally garaged.
9. **Customer (I, You, Your):** The person(s) purchasing or leasing the **Covered Vehicle**.
10. **Date of Loss:** The date on which a police report was filed (in respect of a theft) or the date on which the **Covered Vehicle** incurs physical damage that is severe enough to constitute a **Constructive Total Loss**.
11. **Deductible:** The specified amount of money that the **Customer** must pay before the insurance company will pay a benefit. There is no deductible required to obtain benefits under this **PDP**.
12. **Depreciation Benefit:** The amount calculated by the **Administrator** and being the **Covered Vehicle Purchase Price / Lease Agreed Upon Value** less the **Primary Insurance Settlement** or **Actual Cash Value** on the **Date of Loss**. In no event will the **Depreciation Benefit** exceed the **Maximum Depreciation Benefit**.
13. **Depreciation Term:** The period that this **PDP Agreement** remains in effect. The **Depreciation Term** begins on the **Vehicle Purchase Date** and continues for the number of months indicated in the **PDP Information Section**. The maximum shall be 60 months.
14. **Maximum Depreciation Benefit:** The amount specified as the **Maximum Depreciation Benefit** in the **PDP Information Section**. If no **Maximum Depreciation Benefit** is selected it shall be \$3,500.
15. **Maximum Eligibility Limit:** The **Purchase Price / Lease Agreed Upon Value** of the **Covered Vehicle** shall not exceed 125% of the Manufacturer's suggested retail price (MSRP) on new vehicles, or 125% of NADA Clean retail book value on used vehicles, net of all refundable items such as service contracts, warranties, insurance, or other such items. No **Depreciation Benefit** is provided for the portion by which the **Purchase Price / Lease Agreed Upon Value** exceeds the **Maximum Eligibility Limit** and this amount will be deducted from any **Depreciation Benefit** paid.
16. **Obligor (We, Us, Our):** The Dealer who has arranged this PDP for you and is obligated to perform under the **PowerBuy Depreciation Program**.

17. **Participating Dealer (Them):** The entity identified in the **PDP Information Section** from whom **You** purchase the **PDP** coverage, another automobile dealer within the same dealership group, or another dealer appointed by **Us** to offer **PDP** to you.
18. **PDP or PDP Agreement:** This PowerBuy Depreciation Program.
19. **PDP Information Section:** The section of this document detailing **Your** name, address, dealer and **Covered Vehicle** information, **Depreciation Term** and **Maximum Depreciation Benefit**.
20. **PDP Purchase Date:** The date on which **You** purchase this **PDP** coverage as indicated in the **PDP Information Section**.
21. **Primary Carrier:** The insurance company that provides physical damage insurance on the **Covered Vehicle**. **Primary Carrier** shall include any third-party insurer that assumes physical damage liability for the **Constructive Total Loss**.
22. **Primary Insurance Settlement:** The amount received from the **Primary Carrier** of **Your** insurance claim because of a **Constructive Total Loss** (including any amounts for salvaged sale / title or deductions or for modifications made to the **Covered Vehicle** after the **Vehicle Purchase Date** or **PDP Purchase Date** that have adversely affected the **Primary Insurance Settlement** figure made by the **Primary Carrier**) or the **Actual Cash Value**, whichever is the greater. If the **Primary Carrier** physical damage policy is a stated value policy, or if there is no **Primary Carrier** in place at the **Date of Loss**, **We** will use the **Actual Cash Value**, inclusive of any applicable deductions listed above, to determine any **Depreciation Benefit** due.
23. **Replacement Vehicle:** A vehicle that **You** purchase from the **Participating Dealer** to replace the **Covered Vehicle** that was declared a **Constructive Total Loss**. The **Replacement Vehicle** must be purchased within ninety (90) days of the **Primary Insurance Settlement**, or in the event of no primary insurance, from the date the **Covered Vehicle** was deemed a **Constructive Total Loss**.
24. **Self-financed:** A **Finance Contract** not assigned to a financial institution by the **Participating Dealership**.
25. **Territory:** **PDP** applies only to losses sustained while the **Covered Vehicle** is within a) the United States of America, its territories or possessions; b.) Canada; or c) is being transported between any of the previously stated **Territories**.
26. **Unrecovered Theft:** A **Covered Vehicle** reported as stolen to both the police and the **Primary Carrier** who have made every effort yet have failed to find and return the **Covered Vehicle**. A **Covered Vehicle** that is confiscated or improperly taken or secreted by **You**, where both **Your** and the **Covered Vehicle**'s whereabouts are not known, shall not be deemed for the purposes of this coverage as an **Unrecovered Theft Loss**.

## PDP LOSS DOCUMENTATION PROCEDURES - CLAIMS

In the event of a **Constructive Total Loss**, **You** must notify and provide all of the following to the **Administrator** (at the address shown below):

1. Copy of the settlement check or other written confirmation that the **Primary Settlement Amount** has been paid in full to the **Customer** and/or lienholder on the **Covered Vehicle**, showing the breakdown of the amount paid, **Covered Vehicle** valuation report and total loss breakdown, and "Declaration Page" issued by **Primary Carrier**. If there is no **Primary Carrier**, **You** must provide documentation from previous insurer or the vehicle lienholder stating there is no **Primary Settlement Amount** due, or a statement from **You** must be provided to the **Administrator** stating that there is no **Primary Carrier**;
2. A copy of the police report (in respect of Theft);
3. A copy of this original **PDP** form;
4. A copy of the original **Bill of Sale / Buyers Order** and the original **Retail Installment Sale Contract / Finance Contract / Lease Agreement** (as applicable);
5. Any additional reasonable documentation requested by the **Administrator**.

Neither the **Administrator** nor the **Participating Dealer** is required to obtain this documentation for **You**. The **Administrator** must receive this documentation within ninety (90) days of payment of the **Primary Insurance Settlement** or, in the event there is no **Primary Insurance Settlement**, within ninety (90) days of the date of loss. No benefit will be provided if this documentation is not provided to the **Administrator** within this stated time.

Once a claim has been approved, the **Depreciation Benefit** due will be sent to the **Participating Dealer**, as soon as the **Administrator** has received proof of purchase of the **Replacement Vehicle** in the form of a **Bill of Sale / Buyers Order** or **Retail Installment Sale Contract / Finance Contract / Lease Agreement** for the **Replacement Vehicle**. The **Bill of Sale / Buyers Order** or **Retail Installment Sale Contract / Finance Contract / Lease Agreement** for the **Replacement Vehicle** should reflect the amount of the **Depreciation Benefit** as a down payment on the **Replacement Vehicle**. The down payment amount reflected on the **Bill of Sale / Buyers Order** or **Retail Installment Sale Contract / Finance Contract / Lease Agreement** for the **Replacement Vehicle** may include additional funds paid by **You** to the **Participating Dealer**, and the total down payment amount reflected on the **Bill of Sale / Buyers Order** or **Retail Installment Sale Contract / Finance Contract / Lease Agreement** for the **Replacement Vehicle** may be greater than or equal to the **Depreciation Benefit**.

In the event **You** reside more than one hundred (100) miles from the **Participating Dealer** on the **Date of Loss**, or the **Participating Dealer** is out of business, contact the **Administrator** for assistance with locating another **Participating Dealer** from whom to purchase a replacement vehicle.

**Administrator:  
National Auto Care  
Depreciation Claims Office  
440 Polaris Pkwy, Suite 250  
Westerville, OH 43082**

### LIMITATIONS

1. No **PDP** coverage or Depreciation Benefit will be provided under this **PDP Agreement** if the **Actual Cash Value (ACV)** on the **Date of Loss** or the **Primary Insurance Settlement** exceeds the **Covered Vehicle Purchase Price / Lease Agreed Upon Value**.
2. No **PDP** coverage or **Depreciation Benefit** will be issued and/or be valid with respect to a **Covered Vehicle** if the **Purchase Price** exceeds \$128,000.
3. There shall be no benefit more than the **Maximum Depreciation Benefit**.
4. There is no cash alternative available, should **You** choose not to buy a **Replacement Vehicle** from the **Participating Dealer** or should you choose to buy a **Replacement Vehicle** with a purchase price that is less than the **Depreciation Benefit**.
5. No **Depreciation Benefit** is provided for the portion by which the **Purchase Price / Lease Capitalized Cost** exceeds the **Maximum Eligibility Limit** and this amount will be deducted from any **Depreciation Benefit** paid.

### TERMINATION OF POWERBUY DEPRECIATION COVERAGE

**PDP** will terminate on the earliest date on which one of the following events occur:

1. In the event of a **Constructive Total Loss** or **Un- Recovered Theft** of the **Covered Vehicle**;
2. The date on which the **Depreciation Term** expires;
3. This **PDP Agreement** is cancelled by either **You** or **Us**;
4. The date on which **You** notify the **Administrator** of a change in **Your** circumstances that now means that **You** are not eligible for coverage under **PDP**
5. The date **You** transfer/sell/dispose of the **Covered Vehicle**;
6. Expiration of any redemption period following the repossession or surrender of the **Covered Vehicle**.

In the event of termination pursuant to items 1 and 2 no refund shall be available, and all amounts paid by **You** for **PDP** coverage shall be retained in full by **Us**. If this **PDP** coverage terminates pursuant to items 3, 4, 5, or 6 then a pro-rata refund may be available, based on the CANCELLATION OF THIS PDP AGREEMENT section below. It is **Your** responsibility to notify the **Administrator** in writing of **Your** request to cancel this **PDP** coverage and to request a refund of any due. If you lease the **Covered Vehicle**, or if the **Covered Vehicle** has a lienholder, and Discharge of Lien is not provided to the **Administrator**, then, in the event of termination of this **PDP Agreement**, the lessor/lienholder will be entitled to receive any portion of the **PDP Purchase Price** that is to be refunded.

### CANCELLATION OF THIS PDP AGREEMENT

**YOUR RIGHT TO CANCEL:** **You** have the unconditional right to cancel this **PDP** coverage at any time, for a refund of the unearned portion of the **Program Purchase Price**. If **You** cancel within the first thirty (30) days, **You** will receive a full refund of its cost, provided no loss has occurred. After thirty (30) days, **You** will receive a refund calculated by the pro-rata method, or by the refund method as may be required by state or federal law, less a fifty dollar (\$50) cancellation fee. To cancel coverage and request a refund, **You** must contact **Us**.

**OUR RIGHT TO CANCEL:** **We** or the **Administrator** may cancel this **PDP** during the first thirty days of the **PDP Purchase Date** for any reason. After thirty (30) days, **We** or the **Administrator** may cancel this **PDP** for material misrepresentation or fraud at time of sale or for non-payment of **PDP Purchase Price**. If **We** or the **Administrator** cancel this **PDP**, **We**, **Administrator** or the **Participating Dealer** will refund **You** one hundred percent (100%) of the **PDP Purchase Price**, less the cost of service provided under this **PDP**.

If **Your PDP** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **PDP**.

### CHANGE IN CIRCUMSTANCES

It is essential that **You** notify the **Administrator** of any changes in circumstances, such as **Your** address or the usage of the **Covered Vehicle**, to ensure that any changes will not affect **Your** ability to make a claim. Failure to notify the **Administrator** may result in a claim being rejected.

## EXCLUSIONS FROM COVERAGE

Coverage for loss will not be provided:

1. When a **Date of Loss** is prior to the **Vehicle Purchase Date** or **PDP Purchase Date**, or subsequent to the date of termination, expiration or cancellation of this **PDP Agreement**.
2. For any amounts deducted from the **Primary Insurance Settlement** for salvaged sale / title or for wear and tear, mechanical or electrical breakdown or failure, excess mileage, unpaid Insurance premiums, salvage or other condition adjustments or for prior damage that has already been paid to **You** or for damage to the **Covered Vehicle** for which **You** have not yet made an insurance claim or for modifications made to the **Covered Vehicle** after the **Vehicle Purchase Date** or **PDP Purchase Date** that have adversely affected the **Primary Carrier Settlement** figure.
3. To a **Covered Vehicle** being used for **Commercial Use** at the time of a **Constructive Total Loss** or if the **Covered Vehicle** is used primarily for one or more **Commercial Uses**. Share-the-expense car pools are not considered to be **Commercial Use**. Uber, Lyft and similar companies are **Commercial Use**.
4. When a **Constructive Total Loss** occurs during or after confiscation by a government body or public official.
5. When a **Constructive Total Loss** is caused by theft, where a police report has not been filed.
6. When a **Constructive Total Loss** is a result of being operated, used, or maintained in any race, speed contest, or other contest.
7. When a **Constructive Total Loss** occurs during or after the **Covered Vehicle** has been repossessed by a financial institution or placed in the possession of the financial institution or its employees or agents.
8. To a **Covered Vehicle** held as security under any wholesale, floor plan, field warehouse, or any type of financing made to a dealership.
9. When a **Constructive Total Loss** results directly or indirectly from any fraudulent, deceptive, illegal, or criminal act by **You**, whether acting alone or in collusion with others.
10. When a **Constructive Total Loss** may reasonably be expected to result from **Your** intentional or criminal acts or **Your** permissive user while committing a felony, or while seeking to elude lawful apprehension or arrest by a law enforcement official. No **Depreciation Benefit** due will be paid until the charge has been dismissed or adjudicated not guilty.
11. Unless a **Constructive Total Loss** occurs within: a.) the United States of America, its territories or possessions; b.) Canada; or c.) is being transported between any of the previously stated **Territories**.
12. If the **Covered Vehicle** is not available for inspection upon reasonable notice, except in the case of **Unrecovered Theft**.
13. For any products, additions, or modifications purchased from the **Participating Dealer** which are added to the **Covered Vehicle** at the time of purchase and reflected in the **Covered Vehicle Purchase Price / Lease Agreed Upon Value**, with the exception of: a.) standard or optional equipment available from the manufacturer of the **Covered Vehicle**, and b.) after-market accessories that are fitted to the **Covered Vehicle** by the **Participating Dealer** prior to the **Covered Vehicle Purchase Date** and that are from a vendor that is approved in advance by the **Administrator**. These after-market accessories shall only be considered for coverage by this **PDP Agreement** if they are specifically included in the **Primary Carrier's** valuation report.
14. Any loss arising out of representations made by **Us** or **Our** employees or agents, or by the **Participating Dealer** or its employees or agents which are not contained within this written **PDP** document itself.
15. For any primary insurance **Deductible** that exceeds \$1,000 or where state law prohibits coverage for the primary insurance **Deductible**.
16. Any loss or amounts excluded or not otherwise covered under **PDP**.
17. Any theft or damage to the **Covered Vehicle** that does not constitute a **Constructive Total Loss**.
18. For the following vehicles which are excluded from coverage: Any vehicle in excess of 14,500 lbs. GVWR, or any vehicle used at any time for **Commercial Use**, Daewoo, Yugo, trucks over 350 or 3500 series, boats, trailers, all-terrain vehicles (ATVs), principally off-road use vehicles, motorized or towable recreational vehicles, motor homes, snowmobiles or conversion vehicles, vehicles which remain unregistered, subject to state laws and regulations and vehicles with a Manufacturer's Suggested Retail Price (MSRP) or NADA retail value of more than \$128,000.
19. For any vehicle with a salvage or rebuilt title as of the **Vehicle Purchase Date** or **PDP Purchase Date**, or for which title has been changed or reissued salvage or rebuilt prior to the **Date of Loss**.
20. A loan which is **Self-Financed**.
21. Any **PDP** registration form that has not been approved by **Us**.
22. Pre-existing conditions and consequential damages are not covered.
23. Where **You** purchase **PDP** more than 365 days after the **Covered Vehicle Purchase Date**.

## FRAUD AND MISREPRESENTATION

This **PDP** coverage is issued in reliance upon the truth of all representations made by **You**. **We** will not honor any claim where **You**:

1. Intentionally concealed or misrepresented any material fact;
2. Engaged in conversion, embezzlement, concealment and or fraudulent conduct; or
3. Made a false statement relating to submitting a claim. If **You** have concealed or misrepresented any material fact(s) concerning this coverage, or in case of fraud, attempted fraud, or the false swearing by affecting any matter relating to this coverage, whether before or after a loss, coverage may be voided, and the PDP Purchase Price will be returned, less a fifty-dollar (\$50) processing fee.

## DISPUTE RESOLUTION/ARBITRATION AGREEMENT and CLASS ACTION WAIVER

**PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.**

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **PDP**), **You**, the **Administrator**, **We**/the **Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **PDP**, including but not limited to claims related to the underlying transaction giving rise to this **PDP**, or claims related to the sale, financing or fulfillment of this **PDP** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our/Administrator's/Obligor's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **PDP**.

The Parties agree and acknowledge that the transaction evidenced by this **PDP** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **PDP** shall apply, without regards to conflicts of law.

**CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **PDP** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives

a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this **PDP** or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS PDP (THE DATE OF PURCHASE BEING INDICATED ON YOUR PDP.** To opt out, **You** must send written notice to either: (1) [10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal] or (2) [legal@fortegra.com], with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your PDP**; and (c) the **Participating Dealer**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

## STATE REQUIREMENTS AND DISCLOSURES

**Georgia:** The definition of **Replacement Vehicle** is amended to: A vehicle that **You** purchase from a **Participating Dealer** to replace the **Covered Vehicle** that was declared a **Constructive Total Loss**. The **Replacement Vehicle** must be purchased within ninety (90) days of the **Primary Insurance Settlement**, or in the event of no primary insurance, from the date the **Covered Vehicle** was deemed a **Constructive Total Loss** and have a **Purchase Price** of at least 10% more than the **Depreciation Benefit** paid to **You**.

## ADDITIONAL BENEFITS

Travel Assistance, Concierge Services & Medical Assistance

**Administrator:** ON CALL International (We).

**Global Response Center:** (603) 952-2035 or toll-free (855) 257-6257

### TRAVEL ASSISTANCE

We will provide:

1. Translation and Interpreters - ON CALL will provide foreign language assistance over the telephone, or up to one-page translations submitted via fax. ON CALL will also provide referrals to local translators and interpreters. Fees for these types of translators are the responsibility of the Member.
2. Emergency Cash Advance Assistance - ON CALL shall aid Members by arranging for the forwarding of funds from Member's credit cards or Family Members. Any fees associated with the transfer of funds will be the responsibility of the Member.
3. Replacement of Lost Traveling Documents Assistance - ON CALL shall aid Members by arranging for the replacement of passports, airline documents, birth certificates and other travel-related documents. Any fees required for the acquisition or forwarding of these documents is the responsibility of the Member.
4. Emergency Message Forwarding Assistance - In the event a Member is unable to reach an employer, Family Member or traveling companion, ON CALL shall forward a message via telephone or fax to the intended party.
5. Lost Luggage Assistance - ON CALL shall assist the Member with the tracking of luggage lost in transit.
6. Legal Referral - If a Member is away from Home and is arrested, or requires the services of an attorney, ON CALL shall arrange for an initial telephone consultation with an attorney without charge to Member. If needed, a Member will be referred to an attorney in the appropriate Geographical Area. Fees and costs charged by the referred attorney shall be the responsibility of Member.

### CONCIERGE SERVICES

Our services include:

1. City Profiles provides travelers access to information on over 10,000 destinations worldwide, including a complete report on local entertainment, social customs, and health advisories.
2. Event Ticketing provides tickets to virtually any sporting, theater or concert event worldwide. Consolidated packages are available, which include hotel, airline tickets, and rental car or limousine service. Third party expenses will be billed to the Member's credit card at the time of service.
3. Flowers and Gift Baskets including the purchase and shipment of flowers and gift baskets to friends, Family Members and business associates. Third party expenses will be billed to the Member's credit card at the time of service.
4. Hotel Accommodations offers research and recommendations on hotels worldwide and the ability to book reservations on the Member's behalf. Third party expenses will be billed to the Member's credit card at the time of service.
5. Meet and Greet Services including the pickup of friends, Family Members or business associates at airports or other common carrier destinations by limousine personnel. Third party expenses will be billed to the Member's credit card at the time of service.
6. Pre-trip Assistance provides information on travel destinations, city profiles, weather, special events, ATM locations, currency exchange rates, immunization and passport requirements and related services.
7. Restaurant Reviews and Reservations providing Members with information on restaurants worldwide and the ability to book reservations from anywhere, anytime.
8. Rental Car Reservations providing worldwide reservations through most major rental car agencies. Any third-party expenses will be billed to the Member's credit card at the time of service.
9. Airline Reservations providing full service air travel accommodations to destinations worldwide. Third party expenses will be billed to the Member's credit card at the time of service.

### MEDICAL ASSISTANCE

We will provide:

1. Pre-Trip Plan - ON CALL shall provide up-to-date information either by e-mail, fax or over the phone regarding required vaccinations, health risks, travel restrictions and weather conditions for global destinations worldwide.
2. Medical Monitoring - ON CALL shall, via telephone, monitor the Member's conditions when Hospitalized and provide ongoing updates to the Member's family. Depending upon the medical and/or geographical situations, ON CALL may retain the services of consulting physicians/nurses and/or other medical professionals with relevant areas of expertise to assist in the monitoring of the Member's condition. ON CALL does not provide or control the provision of medical services to Members. The attending medical practitioner and/or the Member or their representative makes all decisions regarding medical services. The parties understand and agree that the rendering of medical services to a Member and the result thereof are solely within the control of medical practitioners and/or other providers of the services and advice. ON CALL and performance of its obligations shall not constitute any undertaking to render any medical services, to assume or guarantee the result of medical services provided on behalf of Members, or to guarantee that the medical services performed by others will be rendered in accordance with generally accepted standards or procedures.



3. Medical, Dental, Ophthalmic, and Pharmacy Referrals - ON CALL shall provide, at the Member's request, referrals to medical, dental, ophthalmic professionals and pharmacies in the given geographic area locations of western style medical facilities and English-speaking doctors, dentists and other health care providers in an area served by ON CALL to the extent possible.
4. Deposits, Advances and Guarantees - Deposits, advances and guarantees will be provided for, but not limited to, medical facilities, hotels, airlines, ground and air ambulances and other like providers to secure service for Member. Any advances of funds on behalf of the Member shall be charged to the Member's credit card at the time of service.
5. Dispatch of Medicine / Eye Glasses / Dental Prosthetics - ON CALL shall dispatch to the Member prescription medicine, eye glasses and dental prosthetics when not locally available and legally permissible, upon the written authorization of Member's Primary Physician. The Member is responsible for any expenses incurred in this regard, including but not limited to, the cost of the pharmaceuticals, shipping cost, taxes or other import/export duties. These expenses will be billed to the Member's credit card prior to shipping.
6. Emergency Medical Transportation (Evacuation/Repatriation) - If a Member is away from his/her permanent residence and is involved in an Accident or suffers sudden illness which in the opinion of the ON CALL physician requires transportation for further medical treatment, ON CALL will plan and pay for transfer to the nearest facility capable of providing adequate care. On Call shall bill Member for Member Approved Services performed.
7. Medically Supervised Repatriation - If, in the opinion of the ON CALL physician, it is medically advisable to transfer a sick or injured Member who is away from Home to a medical facility nearest his/her permanent residence or to his/her permanent residence for continuing care following stabilization. On Call shall bill Member for Member Approved Services performed.

#### AMERICAN SENIOR BENEFITS ASSOCIATION

**Administrator:** ASBA

**Contact Phone Number:** 1-877-906-2722.

**Website:** [www.asbaonline.org](http://www.asbaonline.org)

The American Senior Benefits Association (ASBA) is a non-profit organization focused on the advocacy and education and Member programs for men and women age 50 and better.

Headquartered in Chicago, IL, we are a national association that is FREE, and has over 850,000 Members. With a solid history as a trusted resource for its Members and partners, ASBA offers first class educational and consumer programs designed exclusively for its Members, including discounts, scholarship grants, and more.

ASBA is the ONLY 50+ Association that offers FREE Membership. Please visit [www.asbaonline.org](http://www.asbaonline.org) or call (877) 906-2722 to learn more.

What benefits do **You** receive as an ASBA Member? Plenty, especially considering Membership is FREE. While other senior-focused associations may require Membership dues, ASBA does not. As an ASBA Member, **You'll** receive exclusive access to valuable programs and offers, including:

- Advocacy & Legislative Updates – ASBA's governmental affairs team tackles the legislative issues that concern America's Seniors
- Education and News that relate to **Your** life – Scholarship grants for **Your** grandchildren – Members-only newsletters and promotions
- Exclusive Senior discounts on health, lifestyle and financial services

And more importantly, as ASBA grows, so will **Your** Membership benefits. We're constantly looking to bring **You** programs that will make **Your** life easier, We urge **You** to read the information provided on our website so You can begin taking advantage of the wonderful programs waiting for **You**.