

AMBASSADOR PRO VEHICLE SERVICE CONTRACT

Registration Page

Contract Number	Coverage
	Ambassador PRO
Contract Holder Information	
Contract Holder:	State:
Contract Holder:	Zip:
Address:	Home Phone:
City:	Cell Phone:
Seller Information	
Protect My Car	844-556-4762
570 Carillon Parkway, Suite 300	www.protectmycar.com
St. Petersburg, FL 33716	filings@protectmycar.com
Vehicle Information	
Year:	Make:
Model:	VIN:
Mandatory Commercial Use Vehicle Surcharge (If box is not checked, Surcharge does not apply) <input type="checkbox"/>	
Ambassador PRO Contract Information	
Contract Term:	Expiration Date:
Contract Purchase Date:	Contract Purchase Price:
Current Odometer:	Deductible: Please refer to Definitions for the total deductible per repair.

IMPORTANT NOTICE: This is not a contract of insurance. This is a vehicle service contract that covers YOUR VEHICLE against certain specified costs of repair and/or replacement necessitated by a MECHANICAL BREAKDOWN, subject to the terms and conditions set forth in this CONTRACT.

The purchase of this CONTRACT is optional and is not required in order for you to purchase or obtain financing of a motor vehicle.

All AMBASSADOR PLANS - Coverage begins when your waiting period has been fulfilled and the down payment has been collected. There is a 30 day and 1,000 mile WAITING PERIOD before claims may be filed (See DEFINITIONS:

WAITING PERIOD for additional requirements). No benefits are available until the waiting period has been fulfilled.

OUR obligations under this Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event WE cease to operate, are bankrupt or benefits are not provided within sixty (60) days after proof of eligibility for benefits has been filed, YOU may file a direct claim with Virginia Surety Company, Inc. To do so, call the following toll-free number for instructions: 1-800-209-6206.

PROTECT MY CAR LLC

AMBASSADOR PRO VEHICLE SERVICE CONTRACT

DEFINITIONS

This CONTRACT contains words and phrases that have a particular meaning and appear throughout this CONTRACT. This section defines the words that are used throughout the CONTRACT:

ADMINISTRATOR: means Protect My Car LLC, a Delaware LLC with its operations center located at 570 Carillon Parkway, Suite 300, St. Petersburg, Florida 33716: Telephone Number: 844-556-4762.

AMBASSADOR CONTRACT or CONTRACT: means this AMBASSADOR CONTRACT issued to YOU and covering YOUR VEHICLE (detailed on the REGISTRATION PAGE of this AMBASSADOR CONTRACT).

ASE CERTIFIED and LICENSED REPAIR FACILITY: means an automotive repair facility with a valid Tax ID or EIN Number, which is ASE Certified, Licensed and operating in compliance with all city, state, and federal guidelines, which regulate these facilities, and which is located in the contiguous forty-eight states of the United States of America.

CONTRACT PERIOD or CONTRACT TERM or TERM: means the period of time this AMBASSADOR CONTRACT remains active. YOUR CONTRACT becomes active once your initial down payment has been collected by US and the waiting period has been fulfilled. As long as YOUR CONTRACT remains in good standing (which means your reoccurring monthly payments are up to date per your payment agreement), YOUR CONTRACT will remain active until the expiration date. YOUR AMBASSADOR CONTRACT requires a mandatory thirty (30) day WAITING PERIOD before a claim can be filed. The CONTRACT TERM appears on the Registration Page.

CONTRACT PURCHASE DATE or PURCHASE DATE: means the date the AMBASSADOR CONTRACT was purchased.

CONTRACT PURCHASE PRICE: means the consideration paid for an AMBASSADOR CONTRACT.

COVERAGE or COVERAGE TYPE: means the coverage YOU have on YOUR VEHICLE as described by the COVERAGE TYPE shown on the REGISTRATION PAGE and the terms of this CONTRACT.

DEDUCTIBLE: means YOUR portion of the repair cost on all approved MECHANICAL BREAKDOWN repairs. YOUR DEDUCTIBLE is equal to Fifty Percent (50%) of the LICENSED REPAIR FACILITY's original estimate for the repair or replacement of covered components. Your DEDUCTIBLE will always be based on the LICENSED REPAIR FACILITY's original estimate of the cost of repairs. NO DEDUCTIBLE is required on approved claims for oil changes or tire rotations, the cost of which will be paid in full by US, up to the maximum benefits described in this CONTRACT.

EXCLUSIONS: means those parts and services excluded from coverage as set forth in this CONTRACT.

LIMIT OF LIABILITY: means the maximum amount that can be paid out by US under this CONTRACT on all claims received by US during the term of this CONTRACT, including MECHANICAL BREAKDOWN repairs, maintenance and all other claims, including any claims for reimbursements provided and approved under this CONTRACT. OUR LIMIT OF LIABILITY under this CONTRACT for all such claims and reimbursements shall be FIFTEEN THOUSAND DOLLARS (\$15,000.00).

MECHANICAL BREAKDOWN, or BREAKDOWN: means the **failure** of any part(s) or component(s) not excluded from coverage to perform the function(s) for which it was designed by the manufacturer.

OEM: means Original Equipment Manufacturer.

PREEXISTING CONDITIONS: means defects that existed in relation to YOUR VEHICLE on or before the date YOUR CONTRACT was purchased and any MECHANICAL BREAKDOWN not otherwise excluded under this CONTRACT, that exists or occurs at any time prior to the CONTRACT PURCHASE DATE or which occurs during the WAITING PERIOD.

All PRE-EXISTING CONDITIONS are excluded from coverage under this vehicle service CONTRACT.

SELLER: means the entity that sold you YOUR AMBASSADOR CONTRACT.

WAITING PERIOD: means thirty (30) days from the CONTRACT PURCHASE DATE AND until the first reoccurring monthly payment has been paid pursuant to YOUR payment agreement AND one thousand (1,000) miles have been added to YOUR VEHICLE's odometer (measured from the CONTRACT PURCHASE DATE). This means that no claims for benefits will be approved during the thirty days following the CONTRACT DATE (or a longer period of time if YOUR first reoccurring monthly payment is not paid until after the first thirty days) AND until one thousand (1,000) miles have been added to YOUR VEHICLE's odometer (measured from the CONTRACT PURCHASE DATE). YOUR COVERAGE begins after the "WAITING PERIOD" and will continue until the EXPIRATION DATE. During the WAITING PERIOD, no claims will be approved for mechanical repairs, oil changes, tire rotations or other benefits.

WE, US, OUR, SERVICE PROVIDER and OBLIGOR: means PROTECT MY Car LLC (who is the party responsible to YOU for the benefits under this AMBASSADOR CONTRACT).

YOU, YOUR and CONTRACT HOLDER: means and refers to YOU, the person(s) named as "CONTRACT HOLDER" on the REGISTRATION PAGE of this AMBASSADOR CONTRACT.

YOUR VEHICLE: means the vehicle covered by this CONTRACT as described by its make, model and vin number on the Registration page of this CONTRACT.

HOW TO CONTACT US

Please use the following telephone numbers to reach US:

IMPORTANT PHONE NUMBERS:

Claims: 844-256-4762

Contract Questions: 844-556-4762

Roadside Assistance: 888-676-4762

Billing Questions: 844-567-4762

Customer Service: 844-556-4762

CONTRACT

This AMBASSADOR CONTRACT is an agreement between YOU and the ADMINISTRATOR of this CONTRACT, PROTECT MY CAR LLC. The SELLER is not a party to this CONTRACT and has no obligation to YOU regarding the benefits provided under this CONTRACT. The ADMINISTRATOR, PROTECT MY CAR LLC, is the party responsible to YOU for the benefits under this AMBASSADOR CONTRACT.

This AMBASSADOR CONTRACT provides coverage for YOUR VEHICLE for the TERM stated on the REGISTRATION PAGE. The EXPIRATION DATE is documented on the REGISTRATION PAGE.

TERMS AND CONDITIONS

OUR obligations under this Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event WE cease to operate, are bankrupt or benefits are not provided within sixty (60) days after proof of eligibility for benefits has been filed, YOU may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

THIS AMBASSADOR CONTRACT IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXTENSIONS, EXCEPTIONS, EXCLUSIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS CONTRACT OR TO WAIVE ANY OF ITS PROVISIONS. THIS CONTRACT IS FOR THE SOLE BENEFIT OF THE CONTRACT HOLDER NAMED HEREIN AND APPLIES ONLY TO THE VEHICLE DESCRIBED ON THE REGISTRATION PAGE OF THIS CONTRACT.

THE AMBASSADOR PROMISE

As an AMBASSADOR CONTRACT HOLDER, YOU have the peace of mind of knowing that YOUR repair cost for the entire CONTRACT PERIOD (after the WAITING PERIOD) will NEVER be more than Fifty Percent (50%) of the LICENSED REPAIR FACILITY's original estimate for repair of each covered MECHANICAL BREAKDOWN, and that we will pay for oil changes, tire rotations and other benefits as provided in YOUR CONTRACT (up to the maximum limits of liability of the policy), saving you those costs as well.

YOUR RESPONSIBILITIES

To be eligible for the benefits offered under YOUR AMBASSADOR CONTRACT, your account must be in good standing (which means your reoccurring monthly payments are up to date per YOUR monthly payment agreement). YOU are responsible for providing routine maintenance on YOUR VEHICLE subject to the manufacturer's recommendations set forth in YOUR owner's manual or otherwise.

HOW TO MAKE A CLAIM

Upon notice of a MECHANICAL BREAKDOWN or FAILURE, YOU must protect the VEHICLE from any further damage. YOU are required to safely pull YOUR VEHICLE off the road and shut off the engine immediately (when the lights or gauges indicate a problem) and get help to have YOUR VEHICLE towed. **Towing is not covered under YOUR CONTRACT.**

YOU are required to pay the DEDUCTIBLE, which is your portion of the repair cost, before WE pay the LICENSED REPAIR FACILITY the balance due for the repair work. If you pay your deductible to US, YOU must also sign and provide US with a standard Credit Card Authorization Form that WE will provide to YOU, as well as provide a copy of the Credit Card Holder's driver's license and a copy (front and back) of the credit card before any payment will be made to the LICENSED REPAIR FACILITY. YOU may send these forms and copies electronically to filings@ProtectMyCar.com.

If YOU have a MECHANICAL BREAKDOWN or FAILURE, and YOU want to use YOUR AMBASSADOR CONTRACT, present the LICENSED REPAIR FACILITY with the card from YOUR CONTRACT book (this card has OUR Claims Department's telephone number and YOUR CONTRACT number on it) and instruct them to call US, at the telephone number provided herein, **PRIOR TO PROCEEDING WITH ANY REPAIRS.** They MUST obtain an approval number from OUR Claims Department **PRIOR TO PROCEEDING WITH ANY REPAIRS.** If any work is started prior to contacting US, WE cannot guarantee YOUR claim for the repair will be approved or that YOU will save any money on the repair. YOU must have the LICENSED REPAIR FACILITY contact our Claims Department before beginning repair work so we can ensure that YOU save money.

We reserve the right to instruct or allow a LICENSED REPAIR FACILITY to use new or like-kind quality (LKQ), re-manufactured or aftermarket parts as customarily used in the automotive industry in repairing YOUR VEHICLE.

In order to determine the cause of a MECHANICAL BREAKDOWN with YOUR VEHICLE, the LICENSED REPAIR FACILITY may need to perform diagnostic tests on certain components. The labor hours for the diagnosis will require YOUR authorization (and will be included along with parts and labor in determining YOUR savings on all approved claims).

MAINTENANCE PACKAGE

YOU are entitled to a maximum of three (3) OEM oil changes per year, which will be paid by US to the LICENSED REPAIR FACILITY performing the oil change. The number of oil changes will be allotted to YOU based on YOUR vehicle's requirements set by the Manufacturer's guidelines, so if YOUR vehicle needs the oil changed every 7,500 miles, WE will only cover the cost of YOUR oil change every 7,500 miles.

YOU may also elect to pay for, or perform, your own oil change and WE will reimburse YOU for the full cost of YOUR oil change upon receipt of the paid invoice from the LICENSED REPAIR FACILITY or proof of purchase of the oil and oil filter if you performed the oil change yourself.

YOU will also be allotted tire rotations on every other oil change (not to exceed two (2) tire rotations per year).

RENTAL CAR REIMBURSEMENT

YOUR Rental Car cost while your vehicle is being repaired will be subject to reimbursement at a rate of up to THIRTY DOLLARS (\$30.00) per day, not to exceed 3 days or a maximum of NINETY DOLLARS (\$90.00) per occurrence. WE have no obligation to reimburse any rental charges resulting from a LICENSED REPAIR FACILITY's delay, misdiagnoses or the unavailability of parts. Rental car reimbursement will be available for all approved repairs that require a minimum of four (4) hours of labor or more. Approved rental car benefits will continue only through the day the repair has been completed and the VEHICLE is ready for pickup. YOU will be required to pay the cost of the rental car and submit YOUR paid receipt to US for approval and reimbursement.

TRIP INTERRUPTION REIMBURSEMENT

If, after the WAITING PERIOD, YOUR VEHICLE becomes inoperable more than One Hundred Fifty (150) miles from YOUR home and must remain at the LICENSED REPAIR FACILITY overnight on an approved claim for a MECHANICAL BREAKDOWN, WE will reimburse YOU for motel and restaurant expenses up to FIFTY DOLLARS (\$50.00) per day for a maximum of three (3) days. The maximum benefit per occurrence is ONE HUNDRED AND FIFTY DOLLARS (\$150.00). Total trip interruption benefits are subject to, and are included in, the aggregate LIMIT OF LIABILITY for this CONTRACT. To receive motel and restaurant reimbursement, YOU must supply US with receipts from the providers of such services.

HOW YOUR LICENSED REPAIR FACILITY FILES A CLAIM

YOUR LICENSED REPAIR FACILITY MUST follow these steps when handling a claim:

1. Have the REGISTERED OWNER authorize the LICENSED REPAIR FACILITY to diagnose the VEHICLE to determine the cause of failure and the cost of the repair. Save all components (including fluids and filters) in the event that OUR Claims Advisor requires an outside inspection.
2. Determine the cause of failure and call US to provide a complete estimate showing the parts that have failed, the cost of each part and the number of hours required to install the new parts.
3. Obtain OUR authorization to complete the repairs.
4. Submit the final invoice, which must contain the AMBASSADOR CONTRACT NUMBER, VEHICLE IDENTIFICATION NUMBER, authorization number and the authorized amount, to US (Call US to determine the most convenient method for you to supply the invoice to US).
5. Please contact US with any questions at 1-844-256-4762.

ADDITIONAL CONTRACT PROVISIONS

COMMERCIAL VEHICLES: This CONTRACT is available for commercial VEHICLES not rated over one-ton capacity (13,600 GVW) and where the appropriate surcharge is paid at the time of purchase. Acceptable commercial applications are as follows: UBER, LYFT, DELIVERY, MESSENGER, ROUTE SALES or SERVICES, INSPECTIONS/EXAMINATIONS, MAINTENANCE or REPAIR GARDENING, CARRYING HAND TOOLS to the job site, FARMING or RANCHING.

LIMITS OF LIABILITY: OUR aggregate LIMIT OF LIABILITY for all claims and benefits payable under this CONTRACT shall never exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00). OUR LIMIT OF LIABILITY for any one single authorized claim/repair under this CONTRACT shall never exceed the greater of the actual cash value of YOUR VEHICLE (as of the purchase date of this CONTRACT), or the contract purchase price (shown on the Registration page), whichever is greater.

OEM vs. LKQ: YOU may select OEM replacement parts. If such OEM parts have a higher acquisition cost than the same LKQ parts, YOU agree to pay the difference in addition to YOUR DEDUCTIBLE.

REIMBURSEMENT: If YOU elect to pay for oil changes or tire rotations that would otherwise be paid by US directly to the provider of those services, YOU may file a claim for reimbursement of those costs with US. Any amounts paid by YOU for MECHANICAL BREAKDOWNS, completed in whole, or in part, without prior notice to US, shall **NOT be subject to REIMBURSEMENT**. Any amounts paid by YOU for MECHANICAL BREAKDOWNS, prior to a claim being filed by a **LICENSED REPAIR FACILITY and authorized by US, shall NOT be subject to reimbursement**.

SUBROGATION: After YOU receive any benefits under this CONTRACT, WE are entitled to all of YOUR rights of recovery against ANY manufacturer, repair facility or any other party that is responsible to YOU, for the costs covered by this CONTRACT and for any payment made by US. If WE ask, YOU agree to help US enforce these rights.

YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights, and YOU shall execute and deliver to US all instruments and papers required to either secure or maintain such rights. All amounts recovered by YOU for which YOU were previously reimbursed under YOUR CONTRACT shall become OUR property, or the property of OUR designee, and shall be forwarded to US by YOU (up to the total amount paid by US under YOUR CONTRACT).

TERRITORY: means the contiguous forty-eight states of the United States of America and Canada. No claims will be approved for MECHANICAL REPAIRS or for maintenance, or for other benefits, if the supplier of those services is located, or the claim arose, outside the contiguous forty-eight states of the United States of America or Canada.

TRANSFERABILITY: This CONTRACT is transferable to another consumer. There is a fifty-dollar (\$50) transfer fee to cover administrative costs associated with a transfer. To transfer this CONTRACT, contact Customer Service.

CANCELLATION

YOU may cancel this CONTRACT by contacting US by phone. YOU will be required to request the cancellation in writing.

To cancel this CONTRACT, send US a written, signed request including the contract number, date of requested cancellation, and odometer mileage at date of cancellation.

This CONTRACT will terminate when YOU sell YOUR VEHICLE or when this CONTRACT is cancelled.

THIRTY (30) DAY FREE LOOK: In the event that YOU cancel this CONTRACT within the first thirty (30) days, YOU are entitled to a full refund of your down payment minus the cost of any benefits received.

REFUNDS AFTER THIRTY DAYS: After the Free Look Period, YOU may cancel this CONTRACT at any time, and you will be entitled to a refund based on the pro rata portion of any CONTRACT PURCHASE PRICE that YOU have actually paid based on elapsed time. YOU will be responsible for a fifty-dollar (\$50.00) cancellation fee.

WE will cancel this AMBASSADOR CONTRACT only for nonpayment of the CONTRACT PURCHASE PRICE, a material misrepresentation by YOU to US, or a substantial breach of duties by YOU relating to the covered VEHICLE under this CONTRACT or its use.

EXCLUSIONS

The following parts and services are excluded from coverage: repair costs that do not meet the definition of MECHANICAL BREAKDOWNS; such items that are not MECHANICAL BREAKDOWNS are excluded from coverage and include routine maintenance (except oil changes and tire rotations allowed under this CONTRACT), wear and tear items, repairs or replacement of parts that are not OEM standard parts, including non-OEM performance enhancement parts or components, parts or components that are under a manufacturer's warranty or recall, any vehicle retrofitted with aftermarket equipment in order to use alternative fuels (i.e., methanol, ethanol, etc.) or repairs, damage or breakdowns which are the result of collisions, accidents, owner neglect or abuse. Consequential damages are excluded unless specifically provided herein.

The following components are explicitly excluded:

Air / Fuel Filters, Air Bag Systems and Components, Alternative Fuel Systems, Batteries, Belts, Body and Trim Items, Body Frame, Brake Drums, Brake Pads, Brake Rotors, Brake Shoes, Bulbs, Catalytic Converters, Collision Damage, Convertible Tops, Electric Powered or Hybrid Fuel Parts and Components, Exhaust Pipes, Fasteners, Fluids, Glass, Headlight Assemblies, Hoses, Key Fobs and Keys, Light Bulbs, Lubricants, Manual Transmission Clutch Assemblies, Mufflers, Nuts, Paint, Sealed Beams, Seat Belt Assemblies, Seat Frames, Sheet Metal, Shocks, Spark Plug Wires, Spark Plugs, Struts, Sun/Moon Roofs, Tail Light Assemblies, Upholstery, Washers and Bolts, Weather Strips, Wheels & Tires and Wiper Blades.

This CONTRACT provides no benefits or COVERAGE, and WE have no obligation under this CONTRACT, for the following:

- 1. Any REPAIR or REPLACEMENT of a covered component performed without prior AUTHORIZATION by PROTECT MY CAR to the LICENSED REPAIR FACILITY.**
- 2. Any breakdown caused by the policyholder's failure to protect the VEHICLE from further damage, including but not limited to, failure to replace leaking seals and/or gaskets; improper use of the VEHICLE or parts, or by the failure of the policyholder to maintain proper qualities or levels of coolant and/or lubricants.**
- 3. Any mechanical problem(s) that existed prior to the purchase of this CONTRACT, or which arose during the CONTRACT WAITING PERIOD; or for repair costs or expenses reported or made after the expiration date as shown on the CONTRACT Registration Page.**
- 4. If the odometer of the VEHICLE is broken or becomes inoperable or unreliable, for any reason, and repairs were not made immediately at the time of the failure, or if the odometer has been tampered with, disconnected or altered in any way. If YOU have not promptly repaired a defective odometer, this exclusion applies, and this vehicle service CONTRACT will be CANCELLED by US.**
- 5. If the CONTRACTHOLDER cannot provide to US, the ADMINISTRATOR, accurate/verifiable maintenance records proving that the VEHICLE has been maintained in accordance with the manufacturer's maintenance schedule as outline in the VEHICLE'S owner's manual (i.e., Oil Changes, Transmission Service, Fluid Exchanges, etc.).**
- 6. A component or part which has not failed or resulted in a BREAKDOWN, but which a repair facility recommends or requires to be repaired, or replaced, solely based on a manufacturer's recommendation to upgrade the VEHICLE.**
- 7. Liability for damage to property, or for injury or death arising out of operation, maintenance or use of YOUR VEHICLE described in this vehicle service CONTRACT.**

8. Coverage under this vehicle service CONTRACT applies only to MECHANICAL BREAKDOWNS. Items that are not MECHANICAL BREAKDOWNS are excluded (except as otherwise provided herein) from coverage and include routine maintenance (including fluid changes and tire rotations), wear and tear items, repairs or replacement of parts that are not OEM standard parts, including non-OEM performance enhancement parts or components, parts or components that are under a manufacturer's warranty or recall, any vehicle retrofitted with aftermarket equipment in order to use alternative fuels (i.e., methanol, ethanol, etc.) or repairs, damage or breakdowns which are the result of collisions, accidents, owner neglect or abuse. Consequential damages are excluded unless specifically provided herein.

ARBITRATION AND DISPUTE RESOLUTION

Unresolved disputes between YOU and US concerning this AMBASSADOR CONTRACT will be subject to non-binding arbitration. Under this arbitration provision, YOU have not given up YOUR right to resolve ANY dispute(s) arising from this agreement by a judge or jury. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision (after hearing YOUR and OUR positions). The decision of a majority of the arbitrators will determine the outcome of the arbitration. However, the decision of the arbitrators will not be binding and may be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either YOU or WE must make a written demand to the other party for arbitration. This demand must be made within six (6) months from the time the dispute arose. YOU and WE will each pay the expense of the arbitrator selected by that party. The expenses of the umpire will be shared equally by YOU and US. Unless otherwise agreed to by YOU and US, the arbitration will take place in Pinellas County, Florida. The arbitration shall govern all matters arising out of, or relating to, this AMBASSADOR CONTRACT, and all transactions contemplated by this AMBASSADOR CONTRACT, including without limitation, the validity, interpretation, construction, performance and enforcement of this AMBASSADOR CONTRACT.

STATE DISCLOSURES

SAMPLE

