

Administrative Office:
 Dealer Loyalty Protection
 PO BOX 457
 Mahwah, NJ 07430



NEXT LEVEL
 PROTECTION PLANS

Agreement Number #

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SCHEDULE PAGE:

TOTAL LOSS PROTECTION

Vehicle Information:					
Year	Make	Model	VIN # (Vehicle Identification Number 17 Digits)	<input type="checkbox"/> New	<input type="checkbox"/> Pre-Owned
Vehicle Purchase Date		Mileage at Time of Sale	Vehicle Purchase Price		
Guarantee Holder:					
Last Name		First Name	Middle Initial	E- Mail Address	
Address			City	State	Zip
Issuing Seller/Dealer Information:					
Dealer/Seller Name					Telephone
Address			City	State	Zip Code
Guarantee Purchase Price					
\$		Guarantee Effective Date:		Term (Indicated in Months)	
Benefit:					
<input type="checkbox"/> \$2,500 Guaranty Registration					
Benefit:					
<input type="checkbox"/> \$5,000 Guaranty Registration					

YOU ARE NOT REQUIRED TO ENTER INTO THIS GUARANTEE IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. You should read this Guarantee carefully. It contains the entire Guarantee between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Guarantee. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. If the Vehicle is ineligible for coverage, the Administrator will notify You within thirty (30) days of the Administrators receipt of the Agreement. You acknowledge Your understanding of and agree to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section in this Agreement. Refer to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section for opt-out instructions. This Agreement is based on information You provided in this Schedule Page. You acknowledge Your understanding of the limited applicability of the Federal Magnuson Moss Warranty Act as set out in this Agreement.

If no term or coverage is selected a 36-month, \$2,500 benefit will apply. The maximum term available for this Agreement is sixty (60) months.

Customer Signature

Dealership Signature

Date

THIS GUARANTY IS VALID ONLY WHEN ALL BLANK SPACES ARE FILLED IN COMPLETELY
This is not a vehicle liability insurance contract. This is not an automobile physical damage insurance contract.

I. DEFINITIONS

The following words whether capitalized or in bold have the following meaning throughout this **Agreement**.

- **Administrator:** means Dealer Loyalty Protection PO BOX 457 Mahwah, NJ 07430 888-431-2474 – www.dealerloyaltyprotection.com
- **Agreement:** shall mean this entire document including all pages explaining the terms and conditions of **Coverage**.
- **Authorized Dealer:** shall mean the dealership named on the **Schedule Page** of this **Agreement**.
- **Covered Vehicle (“Vehicle”):** means the **Vehicle** listed on the **Schedule Page** of this **Agreement**.
- **Dealer Credit:** shall mean the **Guaranty** as described below in **Section II**.
- **Limit of Liability** means the total benefits payable under this **Agreement**. The **Limit of Liability** of this **Agreement** shall not exceed the maximum benefit **You** selected on the **Schedule Page**.
- **Guarantee:** shall mean the coverage **You** are entitled to under the **Terms and Conditions** of this **Agreement**.
- **New Vehicle:** shall mean any **Vehicle** with less than six thousand (6,000) miles and no previous owner.
- **Termination of Coverage:** shall mean **Your** ability to renew, cancel or transfer this **Agreement**.
- **Purchaser/Customer (“You”, “Your”):** shall mean the **Purchaser** listed on the **Schedule Page** of this **Agreement**.
- **Schedule Page:** shall mean the first page of this **Agreement** identifying the **You**, the **Vehicle** and the **Authorized Dealer**.
- **Replacement Vehicle:** shall mean a **Vehicle** purchased or leased to replace the original **Vehicle**.
- **Terms and Conditions:** shall mean the **Coverage** identified throughout this **Agreement**.
- **Theft Deterrent System:** shall mean a factory or dealer installed **Theft Deterrent System** including but not limited to Window Etching or Decals.
- **Total Loss Guarantee (“Coverage”):** shall mean a **Total Loss** of the **Vehicle** due to accidental occurrence or theft.
- **Used Vehicle:** shall mean and **Vehicle** with more than six thousand (6,000) miles or previously titled regardless of miles.
- **Vehicle:** shall mean the following: a motorized automobile or truck described in this **Agreement**.
- **Warrantor/Guarantor (“We”, “Us”, “Our”, “Dealer”):** The **Dealer** listed on the **Schedule Page** of this **Agreement** who sold **You** this **Total Loss Protection Guarantee**.

II. GUARANTY

If the **Vehicle** described herein has a properly installed **Theft Deterrent System** and is declared a **Total Loss** or unrecovered theft by **Your** primary physical damage insurance company within the **Term and Conditions** as described in this **Agreement** from the date of **Vehicle** purchase or lease, then subject to the conditions and limitations set forth herein, the **Authorized Dealer** guarantees the following:

If the original **Vehicle** purchased was a **New Vehicle** or a **Used Vehicle** as of the date of **Vehicle** purchase or lease, the **Authorized Dealer** will provide **You** with a credit towards the purchase of a Replacement **Vehicle** in the amount of coverage listed on the **Schedule Page**. If the **\$2,500 Guaranty Registration** was selected, this will be your benefit. If the **\$5,000 Guaranty Registration** was selected, this will be your benefit.

In the event **You** do not have theft/comprehensive physical damage insurance in effect at the time of **Total Loss**, verification of a total loss must be made, at **Your** expense, by an adjuster approved by the **Administrator**.

III. CLAIM PROCEDURE

Dealer Credit will only be available at the **Authorized Dealer** provided that **You** report the **Total Loss** to law enforcement authorities within twenty four (24) hours of knowledge of the **Total Loss**, and the following is made available to the **Warrantor** within sixty (60) days after receipt of payment from **Your** primary physical damage insurance carrier, or if uninsured, within sixty (60) days after the **Total Loss** has occurred: **1) Your** copy of this **Guaranty**; **2) A** copy of the original **Vehicle’s** and Replacement **Vehicle’s** bill of sale; **3) A** copy of the Police Report; **4) A** copy of Replacement **Vehicle’s** loan contract if applicable; **5) Verification** from **Your** primary physical damage insurance carrier substantiating the date and cause of the **Total Loss**, and **NET** settlement amount, with proof of its payment, or if uninsured verification of **Total Loss** by an adjuster approved by **Us**; **6) This** benefit is **ONLY** available in the event that **You** purchase the Replacement **Vehicle** from the **Authorized Dealer** named on this **Agreement**. If **You** move more than one hundred fifty (150) miles from **Your** current primary residence, **You** may go to a participating dealership and show **Us** a purchase order and sales receipt to get credit for a Replacement **Vehicle**.

Failure to satisfy the foregoing requirements will serve to void this Total Loss Guaranty with respect to the Total Loss involved.

IV. GUARANTY PERIOD & LIMITATIONS

The **Guaranty** begins on the date and time of **Vehicle** purchase or lease set forth in this **Guaranty**. This **Guaranty** expires at 12:01AM after THE NUMBER OF MONTHS COVERED HEREIN from the date of **Vehicle** purchase or lease set forth in this **Guaranty**.

- The maximum limit of **Total Loss** liability under this **Total Loss Guaranty** is either two-thousand five hundred dollars (2,500.00) or five thousand dollars (\$5,000) depending on the benefit **You** selected on the **Schedule Page** of this **Agreement**.
- No **Total Loss Guaranty** will be payable in the event such **Total Loss Guaranty** would totally eliminate any **Authorized Dealer** Profit of Replacement **Vehicle**.
- Any loss other than total loss is specifically excluded.
- This **Total Loss Guaranty** is for the sole benefit of the **Purchaser** shown on the **Schedule Page** of this **Guaranty**. This **Guaranty** may not be assigned or transferred to another person and may not be used at any other dealer other than the **Authorized Dealer**.
- The cost of the Replacement **Vehicle** must be greater than or equal to the purchase price of the **Covered Vehicle**.

V. EXCLUSIONS

THIS TOTAL LOSS GUARANTY ABSOLUTELY DOES NOT APPLY TO CLAIMS THAT ARE A RESULT OF:

1. **Total Loss** or Damage resulting from War (weather or not declared, invasion, civil war, insurrection, rebellion or revolution, nuclear reaction, nuclear radiation, or radioactive contamination);
2. **Total Loss** or Damage resulting directly or indirectly from forgery or any dishonest, fraudulent or criminal act by **You**, weather acting alone or in collusion, or due to conversion, embezzlement or secretion by any person in lawful possession of the **Covered Vehicle**;
3. The **Total Loss Guaranty** being sold in jurisdictions where its terms may be in conflict with State or federal Law.

VI. TERMINATION OF COVERAGE

- This **Agreement** is not renewable
- This **Agreement** is not cancelable
- This **Agreement** is not transferable

VII. TO FILE A CLAIM

To make a claim under this **Agreement** please contact the **Administrator** at (888) 431-2474 and select the option for **Total Loss Protection**. The **Administrator's** claims department will verify **Your Agreement**, coverage and validate the claims according to the **Terms and Conditions** contained throughout this **Agreement**. The claim adjuster will ask for certain documents outlined on **Section II** of this **Agreement** and once **Your** claim is approved a check from the **Administrator** will be issued within ten (10) business days to the appropriate dealership.

VIII. 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 **Agreement**), **You**, **We**, and the **Administrator/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 **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (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** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. 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 **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** 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 **Agreement** 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. 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 **Agreement** shall apply, without regard 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 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 Agreement 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 AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT. To opt out, **You** must send written notice to either: (1) Dealer Loyalty Protection Address: PO BOX 457 Mahwah NJ 07430 or (2) email: processing@dealerloyaltyprotection.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 Agreement**; and (c) the **Dealer/Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT: **You** agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the **Covered Vehicle**. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the **Covered Vehicle**. **You** further agree and acknowledge that **We**, the **Warrantor** under this **Agreement**, are not the supplier of the **Covered Vehicle**. Consequently, this **Agreement** is not a “written warranty” under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty”.

LIMITATION OF LIABILITY: THIS GUARANTEE PLAN SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE PROGRAM 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 CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

IX. INSURANCE STATEMENT

Our obligations under this **Agreement** are insured under an insurance policy issued by Blue Ridge Indemnity Company, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (800) 888-2738].

In the event the **Obligor** fails to pay an authorized claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **You** may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: [(800) 888-2738].