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## I. DEFINITIONS

**Membership Administrator ("We" or "Us" or "Our"):** Dealer Loyalty Protection, Inc. (DLP), PO BOX 457 Mahwah, NJ 07430 (888) 361-9611 [www.dealerloyaltyprotection.com](http://www.dealerloyaltyprotection.com)

**Deductible:** This Membership has a \$0 deductible.

**Full Time Basis:** Working thirty (30) hours or more a week with the same employer.

**Membership Agreement (Membership):** This Membership is a contract between You and the Membership Administrator.

**Membership Effective Date:** The date coverage under this Membership begins as shown under the Effective Date in the signature box on the Declarations Page.

**Membership Term/Term of Coverage:** This Membership is effective for the number of months listed on the Declarations Page under Membership Information as Term of Payment Plan and has a maximum term of 36 months from the Membership Effective Date.

**Payment Plan Provider:** The authorized entity on the Declarations Page of this Membership listed as Payment Plan Provider in which You have agreed to an amount to be paid for an agreed upon number of payments reflected on the Declarations Page of this Membership under Membership Information.

**Payment Plan Amount:** Your regularly scheduled monthly payment which is indicated on the Declarations Page of this Membership under Membership Information.

**Seller:** The authorized party who is selling You this Membership for the Vehicle Service Contract (VSC) Payment Plan described on the Declarations Page of this Membership under Vehicle Service Contract (VSC).

**Term of Membership:** The number of months You are entitled to coverage under this Membership which is listed on the Declarations Page of this Membership under Membership Information.

**Qualifying Event: Involuntary Loss of Employment or Self-Employment Bankruptcy.**

**Vehicle Service Contract (VSC):** Refers to the Vehicle Service Contract (VSC) You purchased from Your Service Contract Provider and You entered into a Payment Plan with the Payment Plan Provider listed on the Declarations Page of the Membership in which You are requesting to have covered under the Terms and Conditions of this Membership.

**Vehicle Service Contract Provider:** The Service Contract Provider who is responsible to cover claims for the terms and conditions in which You purchased Your coverage. The Service Contract Provider is not the Membership Administrator of this Membership. See Your separate contract between You and the Service Contract Provider for the name of its administrator.

**You or Your:** The receiver of this Membership identified on the Declarations Page under Purchaser Information.

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## II. COVERAGE

**Coverage** – If during the Membership Term, You experience, a Qualifying Event, We agree to pay Your Payment Plan Provider on Your behalf the following:

1. Up to a maximum total of six (6) monthly Payment Plan Payments as listed on the Declarations Page of this Membership.
2. Your maximum amount of all benefits payable under this Membership shall not exceed three thousand five hundred dollars (\$3,500.00).
3. If You have less than six (6) monthly Payment Plan Payments, the Membership Administrator will only cover the number of Payment Plan payments remaining.
4. Membership automatically terminates upon payment of:
  - a. Payments made to Your Payment Plan Provider; or
  - d. Use of any of the Additional Benefits listed below, except for the Fully Managed Identity Theft Recovery Service benefit.

### Qualifying Event Benefits:

- 1) **Involuntary Loss of Employment:** The total loss of salary or wages as a result of Involuntary Loss of Employment. You are eligible if You are working on a Full Time Basis, at least thirty (30) hours per week, prior to Your Involuntary Loss of Employment Date. Your Involuntary Loss of Employment Date and Your commencement of Involuntary Loss of Employment must begin during the Term of this Membership. Your period of Involuntary Loss of Employment must continue without interruption. You must make a claim within sixty (60) days of Your Involuntary Loss of Employment Date. You must have made at least one (1) monthly payment toward your Vehicle Service Contract (VSC) Payment Plan at which time You MUST have been continuously employed working at least thirty (30) hours per week by an employer prior to You signing for this Membership. If You are currently late or behind on Your Payment Plan Payments by thirty (30) days or more You cannot make a claim for a Qualifying Event Benefit.
- 2) **Self-Employment Bankruptcy:** You experience Self-Employed Personal Bankruptcy if You file for personal bankruptcy AND are an individual owning and operating a business or professional practice, alone or in partnership with one or more persons. To be entitled to a benefit, You must have been self-employed for the twelve (12) month period preceding the filing of bankruptcy and the twelve (12) month period preceding the purchase of the Vehicle Service Contract (VSC) and the bankruptcy must not have been dismissed within sixty (60) days of the date it was filed. Additionally, You must have made at least one (1) monthly payment toward Your Vehicle Service Contract (VSC) Payment Plan to qualify for a Qualifying Event Benefit.

### Additional Benefits:

- 1) **Hit and Run Protection:** You will be reimbursed for Your primary insurance carrier deductible up to a maximum of one thousand dollars (\$1,000.00) if You provide information to law enforcement officials that directly leads to the arrest and conviction of anyone who is involved in a hit and run with You and Your Vehicle which is listed on the Declarations Page under Your Vehicle Service Contract (VSC).
- 2) **Emergency Travel Expense:** If You are more than two hundred fifty (250) miles from Your home address listed on the Declarations Page of this Membership and Your Vehicle Service Contract (VSC) Provider declares that the Vehicle listed on the Declarations Page of this Membership under Vehicle Service Contract (VSC) specific to the VIN# is inoperable, You are entitled to request reimbursement up to two hundred dollars (\$200.00) in actual expenses incurred to continue Your journey. Covered Emergency Travel Expense incurred include car rental or commercial transportation and room and board while You are waiting on repairs to be completed by Your Vehicle Service Contract (VSC) Provider.
- 3) **Stolen Automobile Reward:** A reward of one thousand five hundred dollars (\$1,500.00) to any person giving information to law enforcement officials that directly leads to the arrest and conviction of anyone stealing the Vehicle listed on the Declarations Page of this Membership under Vehicle Service Contract (VSC) specific to the VIN #.
- 4) **Fully Managed Identity Theft Recovery Service:** If You suspect Identity Theft call Merchants Information Solutions at 877-33-THEFT (877-338-4338). Our Identity Theft Recovery Service extends benefits for Fully Managed Recovery to Your spouse, domestic partner, qualified dependents (through age 24), and grandparents living at Your permanent address. If You become a victim of Identity Theft, You will be assigned to Your own personal Recovery Advocate who will do all of the legwork for You to recover Your good name, no matter how long it takes. Your benefits include:
  - A Personal Recovery Advocate assigned to manage Your identity recovery.
  - A Fraud Recovery Package, with pre-completed, computer generated, state specific forms and instructions for immediate action provided to You via overnight delivery.
  - A Customized Recovery Plan put into action by Your Recovery Advocate who will contact all three credit reporting agencies to obtain a free credit report for You, place fraud alerts on Your credit records, and obtain a list of creditors involved with the fraud. At the close of Your case, Your Advocate will provide You with a summary of Your credit scores and status of Your post-event results.

### III. CLAIM PROCEDURES

To obtain coverage under this **Membership**, **You** must experience a **Qualifying Event** and **You**, must contact the **Membership Administrator** by calling (888) 361-9611 or emailing [claims@dealerloyaltyprotection.com](mailto:claims@dealerloyaltyprotection.com) or filing a claim at [www.dealerloyaltyprotection.com](http://www.dealerloyaltyprotection.com) and selecting "File a Smart Risk Claim". The **Membership Administrator** will require proof from the **Vehicle Service Contract Provider** that **Your Vehicle Service Contract (VSC)** is active and request supporting documentation to confirm that **You** have experienced a **Qualifying Event** and to calculate **Your** eligible coverage amount. If the **Membership Administrator** confirms that **You** have experienced a **Qualifying Event**, **You** will be approved for benefits under this **Membership**. The **Membership Administrator** will issue payment to **Your Payment Plan Provider** within ten (10) business days after approval. If **You** wish to take advantage of an **Additional Benefit**, the **Membership Administrator** will approve **Your** request once **You** provide **Your** required and requested documents.

**Examples of Supporting Documents may include, but are not limited to:**

- a. Proof of **Involuntary Loss of Employment** from employer or State unemployment office;
- b. Proof of **Personal Bankruptcy and Self Employment**;
- c. Copy of **Your Payment Plan Agreement or Contract** or evidence of recent payments;
- d. Any other documents requested by the **Membership Administrator** when **You** experience a **Qualifying Event**;
- e. Proof of Hit and Run occurred;
- f. Proof of Emergency Travel Expense incurred;
- g. Proof of arrest and conviction of person or persons who stole **Your Vehicle**.

If **You** have a claim regarding Identity Theft, **You** must call (877) 338-4338 for assistance.

### IV. TERMS AND CONDITIONS

This **Membership** is subject to the following terms and conditions. **No alterations, changes or waivers of provisions may be made to this Membership**. The benefits available under this **Membership** are strictly provided to the **Purchaser** listed in the **Declarations Page** under **Purchaser Information**.

This **Membership** is between the **Member (You)** and the **Membership Administrator** and applies only to the **Vehicle Service Contract (VSC)** identified on the **Declarations Page** under the **Vehicle Service Contract (VSC)** section. This **Membership** is only valid if **You** have purchased and have an active **Vehicle Service Contract (VSC)** for the **Vehicle** listed on the **Declarations Page** and **You** have financed **Your Vehicle Service Contract (VSC)** through a **Payment Plan Provider**. In no event shall the **Membership Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with repairs performed under this **Membership**.

1. **Membership Period:** Is determined by the number of months **You** indicated in the **Term of Membership Information** section on the **Declarations Page** of this **Membership**. **Membership** under no circumstances will exceed thirty-six (36) months from the **Membership Effective Date** listed in the signature box of the **Declarations Page** of this **Membership**.
2. **Limit of Liability:** This **Membership** is for the sole benefit of **You** (the **Purchaser** named on the **Declarations Page**) and applies only to the **Vehicle Service Contract (VSC)** listed on the **Declarations Page**. The total of all benefits paid or payable under this **Membership** shall not exceed \$3,500.
3. **We** are only responsible for the number of payments remaining to a maximum of six (6) monthly **Payment Plan Payments**.
4. **Membership Administrator** will make arrangements for payment in the amount of the authorized amount less related charges not covered by the **Membership**.
5. **You** must provide **Your Membership** number, indicated on the **Declarations Page**, when contacting the **Membership Administrator**.
6. **Membership Administrator** does not allow any third party to create any obligation or liability in connection with this **Membership**.
7. The **Seller** is not an agent of the **Membership Administrator**.
8. The **Vehicle Service Contract Provider** is not an agent of the **Membership Administrator**.
9. **You** have purchased this **Membership** from the **Seller** on **Your** own behalf.
10. **You** must be continuously employed prior to purchasing the **Vehicle Service Contract (VSC)** and this **Membership** for a term of ninety (90) days prior to the **Membership Effective Date** listed in the signature box of this **Membership**.
11. **You** must have made at least one (1) monthly payment toward your **Vehicle Service Contract (VSC) Payment Plan** at which time **You** MUST have been continuously employed by the same employer **You** were employed by at the time **You** signed for this **Membership**.
12. **Notice to Consumers:** The terms of this **Membership** control the **Membership** between **You** and **Us**. No change or modification to the written terms is valid. Misrepresentation will result in rejection or cancellation of this **Membership**. If a provision of this **Membership** is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this **Membership**.
13. **You** are eligible for a **Qualifying Event Benefit** or **Additional Benefits** during the **Membership Term**.

### V. EXCLUSIONS – WHAT THIS MEMBERSHIP DOES NOT COVER

1. **General Exclusions:** This **Membership** DOES NOT COVER OR PAY FOR: (1) consequential loss or damage whatsoever; (2) fraudulent representations to obtain this **Membership** or when presenting a request for a **Qualifying Event** or **Additional Benefits** under this **Membership**; (3) any repairs **You** may need to obtain in order to drive **Your Vehicle** for any reason; (4) any of the terms and conditions **You** may or may not have listed or selected in the purchase of **Your Vehicle Service Contract (VSC)**; (5) any loss if **Your Vehicle Service Contract (VSC)** is no longer active; (6) due to war, invasion, act of foreign enemy, hostilities, civil war, rebellion, global pandemic's, national, federal or state issued state of emergencies, natural disasters, Acts of God, civil commotion, riot, revolution or military or usurped power; or radioactive contamination from ionizing radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment; or directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from terrorism.
2. **Involuntary Loss of Employment:** **You** do NOT qualify for Coverage under this **Qualifying Event** if:
  - a. **You** accept voluntary loss of employment;
  - b. **Involuntary Loss of Employment** occurs before **You** make one (1) monthly payment toward **Your Vehicle Service Contract (VSC) Payment Plan**;
  - c. **You** are receiving termination or severance pay;
  - d. **Your** loss of employment arises due to resignation, retirement, family leave, death, strike, misconduct, dishonesty or fraud, criminal activity, dereliction of duty, unacceptable job performance or behavior, disability, illness, disease, accident, injury, or any termination for cause;
  - e. If **You** are self-employed or own more than 10% of the company **You** are employed by. **Your** work is: temporary (including agency work), seasonal, irregular, a period of training/apprenticeship or for a specific task. **You** are a contract worker or a part-time worker.
  - f. If **You** lost **Your** employment for drug or alcohol abuse.
3. **Self-Employed Personal Bankruptcy Exclusions:** **You** do NOT qualify for Coverage under this **Qualifying Event** if **Your** bankruptcy filing:
  - a. Is within sixty (60) days of the **Membership Effective Date** listed in the signature box on the **Declarations page** of this **Membership**;
  - b. Is dismissed within sixty (60) days of the date it was filed; or
  - c. If **You** have not made at least one (1) monthly payment toward your **Vehicle Service Contract (VSC) Payment Plan**.

## VI. CANCELLATION AND TRANSFER OF THIS MEMBERSHIP

You may request a cancellation of this **Membership** at any time by emailing [cancellations@dealerloyaltyprotection.com](mailto:cancellations@dealerloyaltyprotection.com) or visiting [www.dealerloyaltyprotection.com](http://www.dealerloyaltyprotection.com) and selecting **REQUEST CANCELLATION** then completing the required fields. A full refund will be issued if written cancellation is made within thirty (30) days from the **Membership Effective Date**. After thirty (30) days, only a prorated amount will be issued less a twenty-five-dollar (\$25.00) cancellation processing fee to the **Membership Administrator**. No refund will be due if **We** cancel this **Membership** for cause or have paid any **Membership** benefits. If **Your Membership** is cancelled for cause **We** will mail written notice to **You** at the address provided in the **Declarations Page** of this **Membership**. The notice will state the effective date of the cancellation and the reason for the cancellation. **We** may **ONLY** cancel this **Membership** under the following conditions: 1) If the Purchase Price for this **Membership** has not been remitted to the **Payment Plan Provider** within sixty (60) days of the **Membership Effective Date** listed on the **Declarations Page** of this **Membership**; 2) A material misrepresentation by **You** to the **Seller** or **Membership Administrator**; 3) Fraud by **You** to **Us** resulting in inaccurate information as to **Your** employment at the time **You** purchased this **Membership**; 4) The **Vehicle Service Contract (VSC)** has been cancelled. **Your** rights hereunder may not be transferred by **You** to any other party. The **Membership Administrator** may transfer its obligations under this **Membership** to a successor entity.

## VII. 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 **Membership**), **You, We,** and the **Membership Administrator** (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 **Membership**, including but not limited to claims related to the underlying transaction giving rise to this **Membership**, or claims related to the sale, financing or fulfillment of this **Membership** (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 **Membership 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 Membership** 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 **Membership**.

The Parties agree and acknowledge that the transaction evidenced by this **Membership** 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 **Membership** 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 **Membership** 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 **Membership** 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) 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 Attention: Legal or (2) [legal@fortegra.com](mailto: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 Membership**; and (c) the **Seller** Information. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.