

This Agreement is between the Agreement Holder ("YOU" and "YOUR") identified on the attached Customer Registration ("Registration") Agreement page, and Triple Protection Auto Care, Inc., Dba Tri-PAC ("WE", "US" and "OUR"). It provides for YOU to receive the services listed under the RecovR for Keys LIMITED WARRANTY Program Benefit(s) below for the vehicle identified by the Vehicle Identification Number ("Vehicle") on the Registration page. Coverage is subject to the terms, limitations and conditions set forth in this Agreement. This Agreement is not an insurance policy, or a guarantee.

1. AGREEMENT TERM. THIS LIMITED WARRANTY AGREEMENT IS EFFECTIVE FROM THE EFFECTIVE DATE LISTED ON THE CUSTOMER REGISTRATION AGREEMENT PAGE AND SHALL EXPIRE 36 MONTHS FOLLOWING THE EFFECTIVE DATE INDICATED.

2. DEFINITIONS.

- a. **ADMINISTRATOR** shall mean the entity that administers this Limited Warranty for US and listed in the Agreement.
- b. **RECOVER FOR KEYS TAG** shall mean a RecovR for Keys finder device provided and attached to the vehicle key or key fob listed on this Registration Agreement.
- c. **DEALER** shall mean the licensed DEALER named on the Customer Registration Agreement page.
- d. **AGREEMENT HOLDER** shall mean the person, ("YOU" and "YOUR") listed on the Registration.
- e. **VEHICLE** shall mean a motorized automobile or truck listed on the Registration.
- f. **AGREEMENT EFFECTIVE DATE** shall mean the Date the Agreement is purchased.

3. RECOVER FOR KEYS FINDER LIMITED WARRANTY BENEFITS and LIMITATIONS. In the event the Vehicle's key or key fob is lost or stolen AND the RECOVER FOR KEYS TAG becomes inoperable, replacement of the key or key fob will be provided, for an amount not to exceed eight hundred (\$800) dollars. All keys are cut and replaced to the manufacturer standard, the key transponder programmed (if necessary), no deductible - zero out-of-pocket costs for you at the time of your claim, includes replacement of the vehicle responder, and coverage also includes Roadside Assistance (described in section 7). We reserve the right to use like kind and quality replacements for lost or damaged keys or key fob, and have an Appropriate Franchise Dealer authorized by the Original Equipment Manufacturer (OEM) repair or replace the Eligible Keys/Key Fobs. Coverage is limited to one replacement per year through the term of the Agreement. **YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OR REPAIR OF VEHICLE'S KEY OR KEY FOB.**

4. KEY EXCLUSIONS.

- a. **YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPAIR, OR REPLACEMENT KEY/KEY FOB**
- b. Any Key/Key Fob repair or replacement covered by warranty, recall or acknowledgment of responsibility issued by the manufacturer of the eligible Key/Key Fob.
- c. Any Consequential Loss or damage whatsoever, including loss, damage, or injury to persons or property resulting from the failure of any of the parts of the vehicle, the repair or replacement of which are covered under the terms and conditions of this Agreement.
- d. None of the benefits referenced throughout this Agreement will be provided if the covered Vehicle has been involved in an accident.

- e. Coverage shall not be provided in the event of emergencies resulting from the use of the covered Vehicle in the commissions of a crime.
 - f. No coverage is provided for losses resulting from YOUR, fraudulent or illegal acts whether acting alone or in collusion with others
5. **CLAIM PROCEDURE.** YOU must call the Administrator at 877-963-9372 to initiate YOUR claim. Hours of Operation: Monday through Friday: 9 a.m. (MST) to 5 p.m. (MST). YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPAIR/REPLACEMENT. YOU must provide the Administrator with the following documents:
- a. Your contract agreement number
 - b. Number of Keys received at time of purchase
 - c. Cause of Claim for RecovR for Keys Limited Warranty
 - d. Copy of the Repair Order from the Servicing Facility
 - e. Documents can be submitted via email to claims@tripac.net or faxed to 303-798-2480

ALL documents must include the Agreement Number of the RecovR for Keys Limited Warranty Customer Registration Agreement of the Claimant and be legible – or benefits could be suspended until legible copies have been received.

Administrator reserves the right to request relocation to a repair facility of administrator's choice. In the event, YOUR Key or Key Fob becomes inoperable after the Administrator's regular business hours, and replacement must be affected, YOU MUST notify us by emailing claims@tripac.net or by calling the Administrator at 877-963-9372 on the following business day.

6. EXCEPTIONS AND EXCLUSIONS.

- a. No coverage is provided for losses resulting from fraudulent or illegal acts of the Agreement Holder whether acting alone or in collusion with others.
- b. No coverage is provided for incidental or consequential damages such as loss of time or use, inconvenience, commercial loss, personal injury, or property damage.
- c. No coverage is provided for damages or failures beyond OUR control including, without limitation, collision, accident, vandalism, fire, submersion, improper repairs, corrosion, contamination, or chemical damage.
- d. All losses outside of the United States and Canada are excluded from coverage of this Agreement.
- e. Wherever possible, each provision of this Limited Warranty shall be interpreted in such a manner as to be effective and valid pursuant to applicable laws. If any provision of this Limited Warranty is prohibited by or invalid pursuant to applicable law, such provision shall be ineffective.

7. EMERGENCY ROAD SERVICES consist of:

- a. **Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable YOUR disabled Vehicle to proceed under its own power.
- b. **Tire Service:** Changing of a flat tire with inflated spare.
- c. **Battery Service:** Attempting to start Vehicle with a booster battery.

- d. **Delivery Service:** Delivery of emergency supplies of gasoline, oil or water and other accessories and supplies as may be required and available. Material being delivered will be paid by customer.
 - e. **Towing Service:** When the Vehicle is disabled, it will be hooked up and towed up to (100 miles) to a destination of YOUR choice by an authorized tow service.
 - f. **Locksmith Service:** If keys are locked inside YOUR Vehicle, a locksmith will be dispatched to assist YOU in gaining entry of YOUR locked Vehicle.
 - g. **Road Club Service:** (877) 418-4695 (YOUR Agreement number on the top right corner of Customer / Service Contract Agreement Section is YOUR Member ID) **GENERAL PROVISIONS.** Only the program and benefits listed here are covered by this Agreement.
8. **CANCELLATION PROVISION.** You may cancel this Limited Warranty Contract by submitting a written request to the Dealer. If You request a cancellation during the first sixty (60) days from the Limited Warranty Contract Purchase Date, We will refund You one hundred percent (100%) of the Limited Warranty Contract Price, less any claims paid on Your Limited Warranty Contract. After the first sixty (60) days from the Limited Warranty Contract Purchase Date, We will refund You a pro-rated amount of the Limited Warranty Contract Price, based on the Term remaining of the Limited Warranty Contract, less a cancellation fee of either ten percent (10%) of the Limited Warranty Contract Price or twenty-five dollars (\$25.00), whichever is less, less any claims paid on your Limited Warranty Contract.
9. Performance to YOU, under this Agreement is guaranteed by a California approved insurance company. YOU may file a claim with the insurance company if any promise made in this Agreement has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is Response Indemnity Company of California, [10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738]. If 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 submit your claim directly to the applicable insurer at the above address for consideration. If YOU are NOT satisfied with the insurance company's response, YOU may contact the California Department of Insurance at 1-800- 927-4357 or access the department's internet web site at: www.insurance.ca.gov.
10. **CONSEQUENTIAL DAMAGES.** This contract does not allow YOU to recover any liability for property damage, injury to or death of any persons arising out of the operation, maintenance or use of YOUR Vehicle, whether related to this Agreement, including damages associated to loss of time, profit, inconvenience, consequential damages, or any other loss that results from a failure.
11. **ADMINISTRATOR:** The Selling Dealership has retained the services of an Administrator for this Agreement.

Triple Protection Auto Care Inc., Dba Tri-PAC
7200 S. Alton Way Ste C-200
Centennial CO 80112
Telephone: 1-877-963-9372

12. **THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND NO ONE IS AUTHORIZED TO ASSUME FOR TRIPLE PROTECTION AUTO CARE INC., Dba Tri-PAC ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THESE PRODUCTS. TRIPLE PROTECTION AUTO CARE INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGE OF WHATEVER KIND AND SHALL ONLY BE REQUIRED TO PERFORM THE**

REMEDIES LISTED HEREIN.

- 13. ARBITRATION.** In the event YOU and the Administrator fail to agree to the amount of a covered service, or whether coverage is provided under this Agreement, each party hereby agrees to submit the dispute to binding arbitration under the rules of the American Arbitration Association (AAA). Arbitration shall proceed solely on an individual basis without the right for any dispute to be arbitrated on a class action basis or on a bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to disputes between YOU and the Administrator alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. The parties agree that arbitration will be heard by a single arbitrator either by telephone or in the county of Administrator. For all non-frivolous claims, the Administrator shall pay the arbitrator's fees. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree to an arbitrator, the arbitrator will be selected by a court of competent jurisdiction, each party to bear its own costs.

In the following states, only this form can be used: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MT, MS, MO, NE, ND, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WY.

FACTS	WHAT DOES TRIPLE PROTECTION AUTO CARE, INC. DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect, and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">■ Social Security number and income■ Account balances and payment history■ Credit history and employment information <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Triple Protection Auto Care, Inc. chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Triple Protection Auto Care, Inc. share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		No	No
For our marketing purposes – to offer our products and services to you		No	No
For joint marketing with other financial companies		No	No
For our affiliates' everyday business purposes – Information about your transactions and experiences		No	We don't share
For our affiliates' everyday business purposes– Information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share

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Who we are	
Who is providing this notice?	Triple Protection Auto Care, Inc.
What we do	
How does Triple Protection Auto Care, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Triple Protection Auto Care, Inc. collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ Apply for financing ■ Give us your income information or provide employment information ■ Provide account information or give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ Sharing for affiliates' everyday business purposes–information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ Triple Protection Auto Care, Inc. has no affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ Triple Protection Auto Care, Inc. does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ Our joint marketing partners include finance companies.
Questions?	Contact Triple Protection Auto Care, Inc., Address: 7200 South Alton Way, Suite C200, Centennial, CO 80112, Phone: 1-877-963-9372.

FORTEGRA 06.19.2022