

## ADVANCE CARE PLUS PLAN

### DEFINITIONS

**Protection Plan Holder/You/Your** means the owner of the Product covered under this Protection Plan.

**Administrator** means Affinity Insurance Services, Inc., 1100 Virginia Drive, Suite 250, Ft. Washington, PA 19034.

**Obligor, We, Us and Our** mean the company obligated under this Agreement, Dealers Alliance Corporation, 15920 Addison Rd., Addison, TX 75001, 800-282-8913; except in Florida where it is Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 800-282-8913, Florida license number 02977.

**Protection Plan** means this agreement, including the sales receipt, which You purchased to cover the Product described on Your sales receipt.

**Product** means new items or certified re-manufactured items (excluding batteries) purchased and covered under a manufacturer's warranty and is shown on Your sales receipt.

**Price** means the consideration paid by You for this Protection Plan as listed on Your sales receipt, excluding taxes and shipping.

**Term** of Your Protection Plan is effective immediately upon the expiration of the shortest portion of the manufacturer's original written parts and labor warranty and continues for the length of time as indicated on Your sales receipt.

### WHAT IS COVERED

This Protection Plan provides for replacement of Your Product, subject to the terms and conditions set forth in this agreement. This plan covers mechanical and electrical defects that would normally be covered by the original manufacturers written warranty, unless otherwise stated in the "What is Not Covered" section of this document.

There is no deductible required to obtain service under this Plan.

### IF YOUR COVERED PRODUCT IS REPLACED DURING THE MANUFACTURER WARRANTY PERIOD

If Your Product is replaced during the manufacturer warranty period We will cancel Your coverage and reissue the coverage on the replacement product. The coverage will begin upon the expiration of the shortest portion of the manufacturer's parts and labor warranty on the replacement Product and will continue for the length of time indicated on Your sales receipt.

### AUTOMOTIVE / MARINE / POWERSPORT BATTERY COVERAGE

If You purchased this Protection Plan for an eligible automotive, marine or powersport battery this Protection Plan covers defects or failure of the battery to perform as intended, excluding any failures resulting from an item or cause listed in the "What Is Not Covered" section. Your coverage begins at the end of the period where the manufacturer warranty period provides full replacement value and continues for the Term listed on Your sales receipt.

If You experience a failure of Your covered battery, follow the process outlined in the "If You Experience a Failure of Your Covered Product" section. A team member will use a diagnostic device to test Your battery to confirm the failure. Batteries that have not completely failed, or require a 'jump start' will not be deemed as failed and are not eligible for replacement.

If the manufacturer of your battery provides partial replacement value this Protection Plan will cover the difference between the replacement cost and the credit amount the manufacturer provides, not to exceed the amount outlined in the "Limitation of Liability" section.

In the event the Protection Plan pays the full or partial amount for Your battery replacement, the coverage provided by this Protection Plan will be deemed fulfilled and no further coverage will apply.

## **IF YOU EXPERIENCE A FAILURE OF YOUR COVERED PRODUCT**

Return to any Advance Auto Parts or participating CARQUEST location during store operating hours with Your covered Product and proof of Protection Plan purchase to validate Your Protection Plan. To obtain a replacement battery, You must present the original battery and give the store a reasonable time to test it. If it is deemed to be defective, the battery will be replaced. If You do not have Your proof of purchase, an Advance Auto Parts/CARQUEST Team Member can lookup Your sales receipt and confirm Your Protection Plan coverage. If You do not reside within 25 miles of an Advance Auto Parts or participating CARQUEST location, You can initiate a claim by calling 833-547-9441 Monday through Saturday 7:00am – 12:00am ET and Sunday 8:00am – 9:00pm ET.

Whether You initiate Your claim in-person, on the phone or via the web site You may be asked to participate in troubleshooting questions to remedy the Product failure or ascertain the cause of Your Product failure. The troubleshooting may include the use of testing or diagnostic devices designed for Your Product. Your failure to participate or cooperate with the reasonable troubleshooting of Your Product may delay or prevent You from receiving a replacement Product as outlined in this Protection Plan.

## **ISSUANCE OF A REPLACEMENT PRODUCT OR GIFT CARD**

If We determine the failure of Your Product is covered by this Protection Plan, We will provide a replacement Product of like kind, quality, function and features, not to exceed the original retail purchase Price paid at time of purchase. At Our option, a gift card may be issued, not to exceed the original retail purchase Price paid at the time of purchase for the covered Product. In the event the Product is replaced or a gift card is provided for the replacement of Your Product, Our obligations under this Protection Plan will be completely fulfilled, and We shall have no further obligations for the remainder of the Term of this Protection Plan. You will be required to return the original Product to Us prior to receiving Your gift card.

## **WHAT IS NOT COVERED**

**Your Protection Plan does not cover the following items or services:**

- A. Any Product(s) located outside the continental United State of America, Alaska, and Hawaii.**
- B. Products sold “As Is”.**
- C. Refurbished Product(s) that are not factory refurbished, other than automotive, marine and powersport batteries, which must be sold in new condition to be eligible for this coverage.**
- D. Preexisting conditions or failures.**
- E. Accidental damage or any failures caused by accident or intentional damage, lack of manufacturers specified maintenance, parts or failures covered by a manufacturer’s recall, improper Product modifications, mildew, rust, corrosion, moisture, spilled liquids, liquid immersion, insect infestation, factory installed rechargeable batteries, operator negligence, weather conditions, Product(s) with altered or missing serial numbers.**
- F. Unauthorized repairs, improper installation or attachments, transportation damage and damage caused by unauthorized repair personnel.**
- G. Consumable items/parts such as but not limited to batteries (excluding car, truck, marine and powersport batteries), bulbs and fluids unless specifically stated elsewhere in this Protection Plan.**
- H. Replacement costs for lost or consumer replaceable parts (such as knobs, remotes, bags, belts, bulbs, tensioner shoes, hoses, ETC.) as determined by Us.**
- I. Cosmetic damage such as but not limited to nicks, scratches, gauges, stains, or marks as determined by Us.**
- J. Batteries that are merely discharged.**
- K. Abuse, misuse, neglect, etc**
- L. Batteries used in vehicles for commercial use or in trucks over 1 ton.**
- M. Problems due to improper installation or repairs.**
- N. Labor charges, installation charges, taxes or legislatively imposed fees to remove or replace automotive, motorcycle, marine, or RV parts and accessories or any fees related to the disposal of environmentally unsafe materials.**
- O. Unless expressly provided in your coverage plan, special, indirect, consequential, or incidental damages including, but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort.**
- P. “No problem found” diagnosis, non-failure problems including, but not limited to, Products not covered, noises, squeaks, or intermittent issues that are not Product failures as determined by Us; repairs to correct oil consumption or raise compression; normal wear and tear as determined by Us.**
- Q. Acts of God**
- R. Accessories and/or add-on options purchased separately and not essential to basic Product functionality, Product(s) not associated with the purchase of this Protection Plan.**
- S. Replacement as a result of any cause other than what is specified as being covered in the Product(s) manufacturer limited warranty.**
- T. Consequential damages or delay in issuing a replacement or gift card under this Protection Plan or loss of use during that period.**

**U. Theft, vandalism, loss, or physical damage.**

**V. Failure to use reasonable means to protect Your Product from further damage after loss.**

**W. Unauthorized transportation or shipping charges.**

**X. Any replacement that is a result of in-warranty parts not provided or shipped by the manufacturer.**

**Y. Damage or Product failure covered by a manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise.**

**Z. Liability or damage to property, or injury or death to any person arising from the operation, or use of the Products.**

**AA. Seized or damaged parts resulting from failure to maintain proper quality, type, or levels of lubricants or coolants, failures resulting in the use of contaminated or improper lubricants, failures resulting from stale, contaminated, or improper fuel, failure resulting from freezing or overheating**

**BB. Product(s) with safety feature(s) removed, bypassed, disabled, or altered.**

## **LIMITATION OF LIABILITY**

The total amount that We will pay for replacement or a gift card under this Protection Plan will not exceed the retail cost paid by You for Your Product, excluding taxes and shipping fees. If We make payment for a replacement or gift card, We will have no further obligation under this Protection Plan. In no event will We be liable under this Protection Plan for special, indirect, incidental, or consequential damages whether in contract, tort, or negligence.

## **WHAT YOU MUST DO**

Operate and maintain Your covered Product as described in the manufacturer's instruction manual.

## **PRODUCTS NOT ELIGIBLE FOR COVERAGE**

This Protection Plan does not provide any coverage for property held in inventory or property held as Your stock in trade. Purchase of this Protection Plan is only available for new or certified re-manufactured items that are sold with a minimum manufacturer's warranty of (30) thirty days, excluding automotive, marine and powersport batteries, which must be new to be eligible.

## **RENEWAL**

This plan is not renewable.

## **CANCELLATION**

You may cancel this Protection Plan within the first thirty (30) days after purchase by returning to an Advance Auto Parts or CARQUEST location and You will receive a full refund if no claims have been filed. If You cancel after the first (30) days, You must notify the Administrator in writing via mail to Affinity Insurance Services, Inc. 2711 N. Haskell Ave, Suite 800, Dallas, TX 75204. Please include the following information with Your cancellation to avoid delays: Full name, address, phone number, store number from Your sales receipt, ticket number from Your sales receipt, and a description of the Product. Cancellation shall be effective upon receipt of such written notice. If You cancel after the first thirty (30) days, We will refund the unearned pro rata purchase Price of this Protection Plan to You, less the cost of any claims, and less an administrative fee of ten percent (10%) of the purchase Price of the Protection Plan or \$25.00, whichever is less.

We may cancel this Protection Plan at any time for any contractual reason, misrepresentation, fraud or nonpayment. If We cancel, We shall mail written notice at least thirty (30) days prior to the effective date of cancellation. If We cancel, You shall be refunded the unearned pro rata purchase Price of this Protection Plan, if any.

## **TRANSFER**

This Protection Plan is transferable to a purchaser of the Product by providing written notice to the Protection Plan Administrator. The request must include the name, address and phone number of the person to whom this Protection Plan is being transferred. Your transfer takes effect as soon as We receive Your written notice.

## **ARBITRATION**

**READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Specific Requirements section of this Protection Plan for any added requirements in your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

#### **IMPORTANT INFORMATION**

This Protection Plan is not a contract of insurance; it is a service contract. This is the entire agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. Our obligations to perform under this agreement are insured by a policy of insurance issued by Dealers Assurance Company, 15920 Addison Rd., Addison, TX 75001, 1-800-282-8913. In the event We cease to operate, become bankrupt or fail to pay or provide service on a covered claim within sixty (60) days after proof of loss has been filed, You may make a direct claim to the insurer by mailing Your claim along with a copy of Your agreement and sales receipt to the address listed above.

#### **STATE DISCLOSURES/REQUIREMENTS**

**If this Protection Plan was purchased in one of the following states, the Protection Plan is amended to comply with the following state requirements and disclosures.**

**Alabama, Arkansas, Colorado, Hawaii, Massachusetts, Maryland, Maine, Minnesota, Missouri, New Jersey, Nevada, South Carolina, Wisconsin, & Wyoming:** If You cancel this Agreement within thirty (30) days of the Agreement purchase date, a 10% penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Protection Plan to Us.

**Alabama:** Dealers Alliance Corporation is the Provider under this Protection Plan. Arbitration Section is amended as follows: Protection Plans purchased in the State of Alabama shall be governed by the laws of Alabama.

**Arizona:** What Is Not Covered, Exclusion D – is deleted. The arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 N. 15<sup>th</sup> Avenue, Suite 102, Phoenix, AZ 85007-2624, ATTN: Consumer Affairs. We shall not provide coverage only for those specifically listed items and conditions in the WHAT IS NOT COVERED section. Cancellation – any applicable administrative fee shall not exceed the lesser of ten percent (10%) of the purchase Price of the Protection Plan paid by You, or \$25.00, whichever is less.

**California:** Aon Affinity Insurance Services, Inc. (License No. SA86) is the Protection Plan Administrator and Dealers Alliance Corporation (License No. SA54) is the Obligor for this Protection Plan. You may cancel this Protection Plan for any reason, including, but not limited to, the Product covered under this Protection Plan being sold, lost, stolen or destroyed. If You cancel within sixty (60) days of the date the Protection Plan is received, You will receive a full refund. If You cancel after sixty (60) days from the date You receive this Protection Plan, but prior to the effective date, You will received a full refund, less an administrative fee of twenty-five dollars (\$25) or ten percent (10%) of the Protection Plan purchase Price, whichever is less. If You cancel after the effective date of this Protection Plan, You will receive a prorated refund, less an administrative fee of twenty-five dollars (\$25) or ten percent (10%) of the Protection Plan purchase Price, whichever is less, and less any claims paid. If You cancel this Protection Plan within sixty (60) days of the date the Protection Plan is received, a 10% penalty per month will be added to a refund that is not paid or credited within thirty (30) days after return of the Protection Plan to Us.

In no event will claims incurred or paid will be deducted from any refund.

**Connecticut:** In the event You are unable to resolve a dispute with the Administrator, You may contact the State of Connecticut, Insurance Department, PO Box 816, Hartford, CT, 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product and a copy of this Protection Plan. You may cancel this Protection Plan for any reason, including, but not limited to, the Product covered under this Protection Plan being sold, lost, stolen or destroyed. If Your Protection Plan expires during the time of an approved repair or replacement, this Protection Plan is extended until the repair or replacement has been completed.

**Florida:** This Agreement is between Dealers Assurance Company (Florida License # 02977) and You, the purchaser. The rate charged for this Protection Plan is not subject to regulation by the Florida Office of Insurance Regulation. Arbitration is non-binding in the State of Florida. Arbitration proceedings shall be conducted in the county in which the consumer resides.

**Georgia:** In the event of cancellation, the administrative fee shall be twenty-five dollars (\$25) or ten percent (10%) of the prorated refund amount, whichever is less. In no event will claims incurred or paid will be deducted from any refund. We may only cancel for fraud, material misrepresentation or non-payment of the Protection Plan purchase Price by You. The arbitration provision is stricken in its entirety. This contract will be interpreted and enforced according to the laws of the State of Georgia. What Is Not Covered, Exclusion D – is deleted and replaced with the following: Any and all pre-existing conditions known to You or reasonably should be known to You that occur prior to the effective date of this Protection Plan.

**Indiana:** Your proof of payment to the issuing vendor for this Protection Plan shall be considered proof of payment to the insurance company which guarantees Our obligation to You. This Protection Plan is not insurance and is not subject to Indiana insurance law. Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

**Minnesota:** In no event will claims incurred or paid will be deducted from any refund.

**Mississippi:** The arbitration provision is stricken in its entirety.

**Nevada: Cancellation** – If this Agreement is canceled, no Cancellation Fee shall apply. If You cancel this Protection Plan within thirty (30) days of the purchase date and have incurred no claims, You are entitled to a 100% refund of the purchase price of the Plan. If We fail to refund or credit the purchase price within forty-five (45) days after return of the Protection Plan to Us, a 10% penalty for each thirty (30) day period or portion thereof will be added to the refund. In no event will claims paid or pending be deducted from any refund.

Prior to seventy (70) days from the date this Protection Plan was purchased, We may cancel for any reason. After seventy (70) days, We may only cancel for: (1) failure by You to pay an amount when due; (2) conviction of You of a crime that results in an increase in the service required under the Protection Plan; (3) discovery of fraud or material misrepresentation by You in obtaining the service contract or in presenting a claim for service thereunder; or (4) discovery of either of the following if it occurred after the effective date of the Protection Plan and substantially and materially increases the service required under the Protection Plan: (a) an act or omission by You; or (b) a violation by You of any condition of the Protection Plan; or (5) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Protection Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Protection Plan was issued or sold. If We cancel this Protection Plan, We will mail written notice to Your last known address fifteen (15) days prior to the date of cancellation. Written notice shall state the reason for cancellation and the date of cancellation.

If You are not satisfied with the manner in which the provider is handling Your claim under this Agreement, You may contact the Division of Insurance by calling 888-872-3234.

**North Carolina:** We may cancel this Protection Plan only for non-payment of the purchase Price of the Protection Plan or a direct violation of the Protection Plan by You.

**New Hampshire:** In the event You do not receive satisfaction under this Protection Plan, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261. The arbitration provision is stricken in its entirety.

**New Jersey:** The Protection Plan Provider/Obligor is Dealers Administrative Services Corporation.

**New Mexico:** If You cancel this Protection Plan within thirty (30) days of the Protection Plan purchase date, a 10% penalty per month will be added to a refund that is not paid or credited within sixty (60) days after return of the Protection Plan to Us.

**New York:** The Protection Plan Provider/Obligor is Dealers Administrative Services. If You cancel this Protection Plan within thirty (30) days of the Protection Plan purchase date, a 10% penalty per month will be added to a refund that is not paid or credited within thirty (30) days after return of the Protection Plan to Us.

**Oklahoma:** Dealers Alliance Corporation, Service Warranty Association License No. 44202930. Coverage afforded under this Protection Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma. **Cancellation** – If You cancel this Protection Plan within the first thirty (30) days after purchase, You will receive a full refund if no claims have been filed. If You cancel after the first (30) days or a claim has been filed within the first thirty (30) days, We will refund ninety percent (90%) of the unearned pro rata purchase Price of this Protection Plan to You, less the cost of any claims. If We cancel, You shall be refunded one hundred percent (100%) of the unearned pro rata purchase Price of this Protection Plan.

**Oregon:** The **ARBITRATION** section is deleted and replaced with the following: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Protection Plan holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Protection Plan holder's county of residence or any other county in this state agreed to by both parties.

**South Carolina:** If You have any questions regarding regulation of this Protection Plan, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**Texas:** The Protection Plan Administrator is Affinity Insurance Services, Inc. License #272. If You have any questions regarding the regulation of the Protection Plan Provider/Obligor or a complaint against the Provider/Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Protection Plan is returned to the Provider. These provisions apply only to the original purchaser of the Protection Plan. If You cancel this Protection Plan, a 10% penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Protection Plan to Us.

**Utah:** This Protection Plan or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. The contract purchase Price is payable, in full, at the time of purchase. The arbitration provision is stricken in its entirety. Our obligations to perform under this Agreement are insured by a policy of insurance issued by Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 1-800-282-8913. In the event We cease to operate, become bankrupt or fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You may make a direct claim to the insurer by mailing Your claim along with a copy of Your Agreement and sales receipt to the address listed above. **Emergency Repairs:** If in an emergency situation You are unable to reach the Administrator, You may proceed with repairs. The Administrator will reimburse You or the Servicing Dealer in accordance with the Agreement provisions. **Cancellation** is amended as follows: We may only cancel this Agreement for non-payment, material misrepresentation, substantial change in risk, or substantial breaches of contractual duties. Cancellation is effective no sooner than 30 days after the delivery or first class mailing of a written notice to You. Cancellation for nonpayment is effective no sooner than 10 days after delivery or first class mailing of a written notice to You. Notice of cancellation shall state the reason and effective date of cancellation.

**Vermont:** The arbitration provision is stricken in its entirety.

**Virginia:** If any promise made in this Protection Plan has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

**Washington:** If You cancel this Protection Plan within thirty (30) days of the Protection Plan purchase date, a 10% penalty per month will be added to a refund that is not paid or credited within thirty (30) days after return of the Protection Plan to Us. The Commissioner is the Protection Plan Provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington is the jurisdiction for any civil action in connection with this Protection Plan. Arbitration proceedings will be held at a location in closest proximity to the Protection Plan Holder's permanent residence. You may file a claim directly with the Insurance Company at any time

**Wisconsin:** **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** In no event will claims incurred or paid will be deducted from any refund. The **ARBITRATION** section is deleted and replaced with the following: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Agreement holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the Protection Plan holder's county of residence or any other county in this state agreed to by both parties.

**Wyoming:** The **ARBITRATION** section is deleted and replaced with the following: At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.