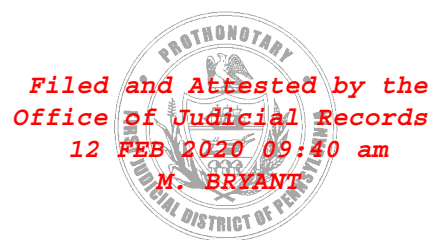


KAREN C. MCRORY-NEGRIN
Senior Deputy Attorney General
Attorney I.D. #65029
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
215-560-2414
Attorney for Plaintiff



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

COMMONWEALTH OF PENNSYLVANIA :
By ATTORNEY GENERAL JOSH SHAPIRO :

Plaintiff :

v. :

OMEGA VEHICLE SERVICES, LLC, and :
d/b/a/ DELTA AUTO PROTECT :
1735 Market Street, Suite 3750 :
Philadelphia, Pennsylvania 19103 :

and :

CHARLES SERUYA, Individually and as :
Member and Manager of OMEGA VEHICLE :
SERVICES, LLC, and d/b/a DELTA AUTO :
PROTECT :
1 Ross Court :
Oakhurst, New Jersey 07755 :

Defendants :

_____ Term, 2020

No. _____

CIVIL ACTION – EQUITY

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action **within twenty (20) days** after this Complaint and notice are served, by entering an appearance personally or by attorney and filing in writing with the

court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral and Information Service
Philadelphia County Bar Association
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
(215) 238-6300
www.philadelphiabar.org
PA Bar Association: www.pabar.org

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defenses o sus objections a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede

continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**USTED LE DEBE TOMAR ESTA NOTA A SU ABOGADO
INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO NI NO PUEDE
PROPORCIONAR UNO, IR A NI TELEFONEAR EL CONJUNTO DE LA OFICINA
(OFICINAS) ADELANTE ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR
CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.**

**SI USTED NO PUEDE PROPORCIONA PARA EMPLEAR UN ABOGADO,
ESTE MAYO DE LA OFICINA ES CAPAZ DE PROPORCIONARLO CON
INFORMACION ACERCA DE AGENCIAS ESA OFERTA DE MAYO LOS SERVICIOS
LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO.**

SERVICIO DE REFERIDO DE ABOGADOS
Philadelphia County Bar Asociación
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
(215) 238-6300
www.philadelphiabar.org
PA Bar Association: www.pabar.org

**THIS IS NOT A COMPULSORY ARBITRATION
CASE** - This case has been brought by the
Commonwealth of Pennsylvania under the
Pennsylvania *Unfair Trade Practices and Consumer
Protection Law*, 73 P.S. § 201-1, *et seq.*,
**AN ASSESSMENT OF DAMAGES
HEARING IS REQUIRED**

KAREN C. MCRORY-NEGRIN
Senior Deputy Attorney General
Attorney I.D. #65029
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1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
215-560-2414
Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

COMMONWEALTH OF PENNSYLVANIA	:	
By ATTORNEY GENERAL JOSH SHAPIRO	:	
	:	
Plaintiff	:	_____ Term, 2020
v.	:	
	:	No. _____
OMEGA VEHICLE SERVICES, LLC and	:	
d/b/a/ DELTA AUTO PROTECT	:	
	:	
1735 Market Street, Suite 3750	:	
Philadelphia, Pennsylvania 19103	:	
	:	
and	:	
	:	
CHARLES SERUYA, Individually and as	:	CIVIL ACTION – EQUITY
Member and Manager of OMEGA VEHICLE	:	
SERVICES, LLC, and d/b/a DELTA AUTO	:	
PROTECT	:	
1 Ross Court	:	
Oakhurst, New Jersey 07755	:	
	:	
Defendants	:	
	:	

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (hereinafter “Commonwealth” and/or “Plaintiff”), which brings this action on behalf of the Commonwealth pursuant to the provisions of the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (hereinafter “Consumer Protection Law”) to obtain injunctive relief, civil penalties, restitution and other equitable relief against Defendants. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary or permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by the Consumer Protection Law.

The Commonwealth believes that Defendants are using, have used and/or are about to use methods, acts or practices complained of herein which are in violation of the Consumer Protection Law. The Commonwealth believes that its citizens, and citizens throughout the United States, are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined. The Commonwealth also believes that Defendants’ conduct is harming consumers who are sixty (60) years of age or older.

The Commonwealth seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said Law, and to recover its costs for enforcement of the Consumer Protection Law. In support thereof, the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a) and (c)(1).

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103 and Strawberry Square, 15th Floor, Harrisburg, Pennsylvania 17120.

4. Defendant Charles Seruya, individually and as Member and Manager of Omega Vehicle Services, LLC and d/b/a Delta Auto Protect (hereinafter “Defendant Seruya” and/or collectively as one of the “Defendants”) is an adult individual whose last known residential address is 1 Ross Court, Oakhurst, New Jersey 07755.

5. Defendant Omega Vehicle Services, LLC, doing business as Delta Auto Protect (hereinafter “Defendant Omega Vehicle Services” and/or collectively as one of the “Defendants”) is a Pennsylvania limited liability company registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (hereinafter “Corporations Bureau”) with a registered address of 1735 Market Street, Suite 3750, Philadelphia, Pennsylvania 19103.

BACKGROUND

6. At all times relevant and material hereto, Defendant Omega Vehicle Services and Defendant Seruya engaged in trade and commerce within the Commonwealth of Pennsylvania by

advertising and selling vehicle service and repair coverage (hereinafter “VSCs”) to thousands of consumers in multiple states, including Pennsylvania. A true and correct copy of a VSC is attached hereto and incorporated herein as *Exhibit 1*.

7. Defendants failed to deliver goods or services pursuant to the terms and conditions of the VSCs as advertised and agreed upon by Defendants.

8. Defendants failed to authorize covered repairs and wrongfully denied covered claims; authorized some claims, but failed to pay repair shops for covered repairs and/or reimburse consumers for their out-of-pocket costs; failed to accept or respond to claims and inquiries by consumers and repair shops, as needed in the normal course of business; failed to refund consumers for contract cancellations in accordance with the terms of Defendants’ written guarantees and cancellation policies; and misrepresented their business practices and credentials, including, but not limited to, conditioning reimbursement and/or refunds upon the consumer’s agreement to withdraw negative reviews about Defendants.

9. On September 24, 2014, Defendant Omega Vehicle Services registered as a Pennsylvania limited liability company with the Corporations Bureau.

10. Defendant Charles Seruya is registered with the Corporations Bureau as Member of Defendant Omega Vehicle Services.

11. According to the Corporations Bureau, the “virtual” address of 1735 Market Street, Suite 3750, Philadelphia, Pennsylvania 19103 is the only registered address for Defendant Omega Vehicle Services in Pennsylvania.

12. On October 2, 2014, Defendants registered the fictitious name “Delta Auto Protect” (hereinafter “Delta Auto” or “Delta”) with the Corporations Bureau using the registered

address of 1800 John F. Kennedy Boulevard, Suite 300, Philadelphia, Pennsylvania 19103 (hereinafter “Delta’s Philadelphia location”).

13. Upon information and belief, Delta’s Philadelphia location is also a “virtual office suite.”

14. Defendant Omega Vehicle Services is registered as the Owner of Delta Auto.

15. Upon information and belief, Defendant Seruya held himself out as “President” of Delta Auto to consumers.

16. Defendants also conducted Delta Auto’s business from two (2) other Pennsylvania addresses:

a) 600 Grant Street, 49th Floor, Pittsburgh, Pennsylvania, 15219, (hereinafter “Delta’s Pittsburgh location”);¹

b) 600 Eagleview Boulevard, Suite 300, Exton, Pennsylvania, 19341 (hereinafter “Delta’s Exton location”)

17. On the “Benefits of Extended Auto Warranty” page of the Delta Auto website, Defendants Seruya and Omega Vehicle Services advertised Delta’s Philadelphia location and Delta’s Exton location as Delta Auto offices. A true and correct copy of the “Benefits of Extended Auto Warranty” page of the Defendants’ website is attached hereto and incorporated herein as *Exhibit 2*.

18. Upon information and belief, in Defendant Seruya’s capacity as President of Delta

¹ On or about late August 2019, Defendants changed the virtual business address for Delta Auto from Philadelphia, Pennsylvania to Pittsburgh, Pennsylvania, and began conducting business out of a co-working facility named ProSuites 2 (“hereinafter “ProSuites”) located at 600 Grant Street, Floor 49, Pittsburgh, Pennsylvania 15219. On September 27, 2019, Defendants filed a “Statement or Certificate of Change of Registered Office for Domestic Business Corporation” for Defendant Omega Vehicle Services with the Corporations Bureau.

Auto and as a Member of Omega Vehicle Services from 2014 to the present date, Defendant Seruya approved, endorsed, formulated, ratified, directed, controlled, and/or participated in the day-to-day operations and the conduct, including but not limited to, the fraudulent or deceptive acts alleged in this Complaint as they relate to Defendant Omega Vehicle Services and the business practices he was conducting under the registered fictitious name “Delta Auto Protect,” and in so doing Defendant Seruya engaged in conduct which violated the Consumer Protection Law.

FACTUAL SUMMARY

19. Many consumers state that they became aware of Defendants’ VSCs through advertisements offered online.

20. On or about October 2019, the Delta Auto homepage of the Delta Auto website (hereinafter “Delta’s October 2019 homepage”) reflected positive representations for the purpose of enticing consumers to purchase their products, including, but not limited to, providing “exceptional service” and “coverage authorization in a timely manner directly over the phone.” A true and correct copy of Delta’s October 2019 homepage is attached hereto and incorporated herein as *Exhibit 3*.

21. At this time, Delta’s October 2019 homepage prominently displayed a drop-down hyperlink called “*WHY CHOOSE DELTA.*” See *Exhibit 3*.

22. When the user clicked this hyperlink, another page opened on Defendants’ website which displayed the following positive representations for the purpose of enticing consumers to purchase their products:

- a) “Top Rated customer service;”

- b) “30-day money-back guarantee;” and
- c) “24/7 Customer Service”

See Exhibit 3.

23. On or about January 2020, the homepage of the Delta Auto website (hereinafter “Delta’s January 2020 homepage”) was updated and reflected additional positive representations for the same purpose of enticing consumers to purchase their products. A true and correct copy of Delta’s January 2020 homepage is attached hereto and incorporated herein as *Exhibit 4*.

24. At this time, Delta’s January 2020 homepage claimed that Delta Auto’s customer service team would provide service from “Start to Finish,” provide “Top Performance,” and would be “. . . with you every step of the way.” *See Exhibit 4.*

25. Also at this time, Defendants prominently displayed the same drop-down hyperlink on Delta’s January 2020 homepage called “*WHY CHOOSE DELTA.*” When the user would click the hyperlink, Defendants made additional representations:

- a) “. . . A service contract is a promise to perform (or pay for) certain repairs or services;”
- b) “Delta Auto Protect strives vigorously to satisfy our customers and repair centers;”
- c) “Our customer service team is available 24 hours a day 7 days a week;”
- d) “Delta Auto Protect . . . staff that can navigate YOU through the claims process seamlessly;” and
- e) “OUR SERVICES” are “Easy to Work With” and offer a “Fast Response.”

See Exhibit 4.

26. Defendants offered several VSCs, including, but not limited to a “Diamond Premier” product (hereinafter “Diamond Premier”) which was advertised as essentially a “bumper to bumper” protection for a vehicle, as set forth in Section IV of the VSC. *See Exhibit I.*

27. The duration of the VSC varied in term of months and maximum mileage.

28. Although the cost of VSCs varied based on the level of protection selected, many consumers agreed to premiums between One Thousand and 00/100 Dollars (\$1,000.00) and Three Thousand and 00/100 Dollars (\$3,000.00).

29. Delta accepted checks and credit cards as methods of payment by consumers.

30. Defendants entered into VSCs with consumers in which Defendants agreed and contracted to authorize and pay for vehicle service coverage, including repair and replacement costs for automobiles.

31. Defendants repeatedly accepted payment from consumers, but failed to honor their contractual obligations by refusing to authorize and/or provide covered vehicle service coverage to consumers who paid for said goods or services pursuant to the terms and conditions of the VSC.

32. In some instances, Defendants authorized covered claims, but failed to pay repair shops and/or reimburse consumers.

33. Defendants’ failure to pay repair shops for repairs and parts which were authorized by Defendants, forced consumers to ultimately pay the outstanding balance for the repairs in order for repair shops to release the consumers’ vehicles.

34. Forced to pay out-of-pocket costs to repair shops, consumers sought

reimbursements from Defendants.

35. In instances where Defendants failed to approve consumer reimbursement requests, some consumers cancelled their VSCs, and requested prorated refunds, pursuant to Defendants' cancellation policy, as set forth in Section VII of the VSC. *See Exhibit 1.*

36. Defendants routinely failed to refund consumers' prorated payments for contract cancellations, in violation of Defendants' written guarantees.

37. Upon information and belief, Defendants attempted to dissuade and discourage consumers and repair shops from pursuing the goods and services for which the consumers contracted and remitted payment to Defendants by making themselves unavailable to assist with claims for reimbursements, authorization and refunds.

38. Typically, consumers did not experience difficulty reaching a representative of Defendants when selecting the telephone option to "purchase" a policy.

39. Upon information and belief, making contact with a representative or receiving a return telephone call became difficult when the consumer attempted to request the following actions of Defendants:

- a) Approval for the prior authorization to pay for repair service of vehicle or parts due;
- b) Explanation why prior authorization request was denied;
- c) Explanation for failure to issue payment when prior authorization to pay was approved; and
- d) Cancellation or refund requests.

40. Upon information and belief, many repair shops now refuse to accept coverage

from Defendants and have placed them on their “blacklist” due to repair shops never receiving payment from Defendants or consumers being forced to make full payment and seek a refund from Defendants.

41. In some instances, repair shops and consumers reported calling over one hundred (100) times, with no success. Ultimately, the consumers would give up and pay the repair costs.

42. In at least one instance, Defendants conditioned payment upon the consumer’s agreement to withdraw negative reviews about Defendants’ business.

43. According to information obtained from the website of the Better Business Bureau (hereinafter “BBB”), Defendants are requesting that consumers withdraw complaints that consumers may have filed with the BBB as a condition of resolution. A true and correct copy of the information on the BBB’s website is attached hereto and incorporated herein as *Exhibit 5*.

44. The Commonwealth avers that there are hundreds of consumers who have filed consumer complaints with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (hereinafter “Bureau”) against Defendants related to VSCs that they entered into with Defendants who have been harmed due to the methods, acts and practices of Defendants.

45. The following are some examples of consumer grievances that have been alleged by consumers in certain complaints filed with the Bureau:

- a) On November 30, 2016, a New York consumer purchased a VSC from Defendants for One Thousand Two Hundred and 00/100 Dollars (\$1,200.00). When his vehicle needed repairs, he and his auto mechanic attempted several times to contact Defendants to request authorization for the repairs. When Defendants did not respond, the consumer continued efforts to follow up. According to the consumer, Defendants purposely delayed the process and were avoiding contact with the consumer and mechanic. The consumer called multiple times to ensure that he was following the proper procedure. Ultimately, Defendants’ delay tactic forced the consumer to pay out-of-pocket costs in the amount of One Thousand Seventy and 00/100 Dollars (\$1,070.00)

for the repair and return of the vehicle. Once the vehicle repairs were paid, Delta Auto requested an invoice, and then refused to reimburse the payment. Defendants blamed the consumer for paying before receiving the authorization that Defendants refused to provide. The consumer states that prior to the work being completed, he called to double-check that he could still be reimbursed, and was told that "it wasn't a problem" and that Defendants said that Defendants "would send the check directly" to the consumer. Defendants conducted business by frustrating and misleading the consumer to believe that they didn't have to pay out a rightful claim. To date, Defendants have not responded to the consumer complaint and the consumer is still awaiting his reimbursement of out-of-pocket costs in the amount of One Thousand Seventy and 00/100 Dollars (\$1,070.00).

- b) On July 24, 2019, a consumer purchased a VSC from Defendants. The consumer received an authorization for repairs from Defendants in the amount of Four Thousand Nine Hundred Thirty and 00/100 Dollars (\$4,930.00). Despite receiving authorization, Defendants failed to pay the repair shop for the repairs, leaving the consumer no choice, but to incur the out-of-pocket cost. The consumer contacted Defendants many times for the purpose of receiving the consumer's rightful reimbursement, but always received the same response: "The check is on the way." At the time of filing this complaint, Defendants have not responded to the consumer complaint, and the consumer is still awaiting a reimbursement in the amount of Four Thousand Nine Hundred Thirty and 00/100 Dollars (\$4,930.00) for out-of-pocket costs.
- c) In summer 2018, a Florida consumer sixty (60) years of age or older purchased a VSC from Defendants for Two Thousand Four Hundred Eleven and 00/100 Dollars (\$2,411.00). He filed a consumer complaint with the Bureau after making multiple attempts to receive his refund check in the amount of One Thousand Three Hundred Nine and 62/100 Dollars (\$1,309.62) plus interest that he felt was owed due to the six (6) month delay since cancelling his VSC on or about January 2019. The consumer requested a total refund of One Thousand Four Hundred Forty and 00/100 Dollars (\$1,440.00). The consumer's efforts to secure his refund from Defendants included, but were not limited to, seventy (70) phone calls to Defendants and incidences requiring waits of over twenty (20) minutes, just to be placed on hold. The consumer even tried using two (2) phone lines to increase his chances of receiving service. The consumer spoke with at least thirteen (13) employees of Defendants who provided assurances that the payment was en route, some even providing check numbers. Defendants provided multiple excuses for checks not arriving, including, but not limited to, checks being "mutilated and mis-processed." As a result of filing a consumer complaint with the Bureau in June 2019, Defendants finally issued a prorated refund

check in the amount of One Thousand Three Hundred Forty-Eight and 66/100 Dollars (\$1,348.66) on July 2, 2019.

- d) In summer 2018, a consumer purchased an “auto warranty” from Defendants for Two Thousand Two Hundred Fifty and 00/100 Dollars (\$2,250.00). After cancelling the policy on or about January 23, 2019, Defendants failed to provide the prorated refund of One Thousand Six Hundred Sixty and 00/100 Dollars (\$1,660.00). The consumer called Defendants about the refund every week and received the same response each time, “the check is in the mail.” The consumer filed a complaint with the Bureau after six (6) months of receiving no response from Defendants regarding the full payment of his refund. As a result of filing a consumer complaint with the Bureau in June 2019, on September 12, 2019, the consumer finally received a prorated refund check in the amount of One Thousand Six Hundred Sixty and 00/100 Dollars (\$1,660.00).
- e) On July 23, 2017, a Texas consumer purchased a VSC from Defendants. Prior to entering into the contract, she verified with Defendants that only Mercedes parts would be used, not OEM parts. When her vehicle required service, Defendants delayed approving her claim which cost her hundreds in rental car fees which they agreed to reimburse. At the time the consumer filed her complaint with the Bureau, Defendants had not provided any reimbursement. Additionally, Defendants did not provide Mercedes parts to her certified Mercedes mechanic, but instead provided aftermarket parts of an even lesser quality than OEM parts. She and her mechanic spent weeks trying to resolve the issue with Defendants, but faced difficulty obtaining a name or direct phone number for Defendants, and instead received “fake names and disconnected phones.” Eventually, a representative of Defendants agreed to personally ensure that the Mercedes parts would be sent. However, after weeks and weeks of no response, and mounting out-of-pocket rental car costs, the consumer and her mechanic reluctantly used the substandard parts. Within two (2) weeks, the substandard parts began to fail. The consumer requested a full reimbursement from Defendants for One Thousand Eight Hundred Ninety-Seven and 00/100 Dollars (\$1,897.00). Defendants offered a reimbursement that was less than the consumer paid which was also conditioned upon forced non-disclosure agreement which dictated that she MUST remove any type of negative review of them PRIOR to any payment. At the time of filing this complaint, Defendants did not respond to the consumer complaint and the consumer is still owed a reimbursement in the amount of One Thousand Eight Hundred Ninety-Seven and 00/100 Dollars (\$1,897.00).

46. The Commonwealth believes and therefore avers that there are additional

consumers who have not filed complaints with the Bureau and have also been harmed due to the methods, acts and practices of Defendants, which include, but are not limited to, those alleged herein.

47. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts and practices of the Defendant, as complained of herein. Further, the Commonwealth requests restitution, civil penalties, and other appropriate equitable relief as redress for violations of the Consumer Protection Law.

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW

DEFENDANTS FAILED TO AUTHORIZE AND/OR DELIVER GOODS OR SERVICES PROMISED TO CONSUMERS FOR WHICH CONSUMERS CONTRACTED AND PAID

48. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

49. Defendants entered into VSCs with consumers in which Defendants agreed and contracted to authorize and pay for vehicle service coverage, including repair and replacement costs for automobiles.

50. Upon information and belief, consumers paid Defendants for vehicle service and repair coverage, but both consumers and repair shops experienced great difficulty procuring authorization for covered repairs from Defendants.

51. Upon information and belief, Defendants also failed to deliver goods and services by wrongfully denying said claims for covered vehicle service and repair coverage.

52. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

- a) Section 201-2(4)(ii), causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b) Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have; and
- c) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding,

73 P.S. §§ 201-3 and 201-2(4)(ii), (v) and (xxi).

53. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants.

54. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

- i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, as prohibited by Section 201-2(4)(ii) of the Consumer Protection Law;
- ii. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law; and
- iii. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law.

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants from engaging in trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania which involves in any way the provision of auto warranties, vehicle service contracts, vehicle service programs, including any and all agreements to offer for sale auto warranty coverage, and engaging in trade or commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce.

F. Directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint.

G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW

**DEFENDANTS AUTHORIZED COVERED VEHICLE CLAIMS BUT FAILED TO PAY
REPAIR SHOPS AND/OR REIMBURSE CONSUMERS**

55. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

56. Defendants entered into VSCs with consumers in which Defendants agreed to and contracted to authorize and pay for vehicle service coverage, including repair and replacement costs for automobiles.

57. Upon information and belief, consumers paid Defendants for vehicle service and repair coverage. Although Defendants authorized some consumers' claims, Defendants still failed to pay repair shops for covered repairs, pursuant to the terms and conditions of the VSCs.

58. Defendants' failure to pay repair shops for repairs and parts which were authorized by Defendants forced consumers to ultimately pay the outstanding balance for the repairs in order for repair shops to release the consumers' vehicles.

59. Defendants then failed to reimburse consumers for payments made to repair shops.

60. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

- a) Section 201-2(4)(ii), causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b) Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do

not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have; and

- c) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding,

73 P.S. §§ 201-3 and 201-2(4)(ii), (v) and (xxi).

61. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants.

62. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

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B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

- i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services,

as prohibited by Section 201-2(4)(ii) of the Consumer Protection Law;

- ii. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law; and
- iii. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law.

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants from engaging in trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of

Pennsylvania which involves in any way the provision of auto warranties, vehicle service contracts, vehicle service programs, including any and all agreements to offer for sale auto warranty coverage, and engaging in trade or commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce.

F. Directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint.

G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT III – VIOLATIONS OF THE CONSUMER PROTECTION LAW

DEFENDANTS FAILED TO PROVIDE REFUNDS TO CONSUMERS FOR CANCELLED CONTRACTS

63. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

64. Defendants entered into VSCs with consumers to provide vehicle service coverage which included contract cancellation provisions, as set forth in Section V11. of the VSCs. *See Exhibit 1.*

65. Defendants entered into VSC Cancellation and Release Agreements (hereinafter “Cancellation Releases”) with certain consumers who executed VSC cancellations. A true and correct copy of Cancellation Release is attached hereto and incorporated herein as *Exhibit 6*.

66. The terms of an executed Cancellation Release impose an obligation upon Defendants to provide a prorated refund within sixty (60) days upon Delta Auto’s receipt and processing of a consumer’s notarized affidavit verifying the vehicle’s mileage upon VSC cancellation, as set forth in Section 2. of the Cancellation Releases. *See Exhibit 6*.

67. Defendants received substantial payments from consumers for premiums which generally ranged between One Thousand and 00/100 Dollars (\$1,000.00) and Three Thousand and 00/100 Dollars (\$3,000.00).

68. Defendants then failed to authorize and/or deliver said goods or services, and failed to pay repair shops and/or provide reimbursement to consumers for authorized repairs, in violation of the terms and conditions of the VSCs.

69. Consumers cancelled their VSCs according to the terms and conditions of the VSCs, either because of Defendants’ failures to comply with the VSCs or for other reasons.

70. Despite VSC written guarantees that stated a “refund will be the lesser amount calculated as: (i) a time pro-rated amount . . . or (ii) a mileage pro-rated amount, based on the number of miles the VEHICLE has been since YOU purchased the EXTENDED SERVICE PROGRAM,” Defendants also failed to refund pro-rated payments owed to consumers for contract cancellations as agreed and set forth in Section VII of the VSC. *See Exhibit 1*.

71. Despite Cancellation Releases which required Defendants to issue prorated refunds to certain consumers within sixty (60) days, Defendants failed to refund prorated payments within the contracted time period.

72. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

- a) Representing that goods and services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have, as prohibited by Section 201-2(4)(v);
- b) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, as prohibited by Section 201-2(4)(xiv); and
- c) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi).

73 P.S. §§ 201-3 and 201-2(4)(v),(xiv) and (xxi).

73. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

- i. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law;
- ii. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, as prohibited by Section 201-2(4)(xiv) of the Consumer Protection Law; and
- iii. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law;

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts

and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants from engaging in trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania which involves in any way the provision of auto warranties, vehicle service contracts, vehicle service programs, including any and all agreements to offer for sale auto warranty coverage, and engaging in trade or commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce.

F. Directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint.

G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT IV – VIOLATION OF THE CONSUMER PROTECTION LAW

**DEFENDANTS FAILED TO APPROPRIATELY RESPOND TO
CONSUMER AND REPAIR SHOP INQUIRIES**

74. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

75. The allegations set forth herein demonstrate Defendants' intention to actually avoid their obligations by failing to respond to consumer requests.

76. Upon information and belief, Defendants attempted to dissuade and discourage consumers and repair shops from pursuing the goods and services for which the consumers contracted and remitted payment to Defendants by making themselves unavailable to assist with claims for reimbursements, authorization and refunds.

77. Defendants failed to accept or respond to consumer concerns and inquiries, as needed in the normal course of business, in instances where consumers were attempting to obtain goods or services, refunds and reimbursements.

78. Typically, consumers did not experience difficulty reaching a representative of Defendants when selecting the telephone option to "purchase" a policy.

79. Upon information and belief, making contact with Defendants' representative or receiving a return telephone call became difficult when the consumer attempted to request the following actions of Defendants:

- a) Approval for the prior authorization to pay for repair service of vehicle or parts;

- b) Explanation why prior authorization request was denied;
- c) Explanation for failure to issue payment when prior authorization to pay was approved; and
- d) Cancellation or refund requests.

80. In some instances repair shops and consumers would report calling over one hundred (100) times, with no success. Ultimately, the consumers would give up and pay the repair costs.

81. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

- a) Section 201-2(4)(ii), causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b) Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have; and
- c) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding,

73 P.S. §§ 201-3 and 201-2(4)(ii), (v) and (xxi).

82. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants.

83. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:
 - i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, as prohibited by Section 201-2(4)(ii) of the Consumer Protection Law;
 - ii. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law; and

- iii. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law.

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants from engaging in trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania which involves in any way the provision of auto warranties, vehicle service contracts, vehicle service programs, including any and all agreements to offer for sale auto warranty coverage, and engaging in trade or commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce.

F. Directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint.

G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT V – VIOLATION OF THE CONSUMER PROTECTION LAW

DEFENDANTS MISREPRESENTED THEIR BUSINESS PRACTICES, CREDENTIALS, AND VEHICLE SERVICE COVERAGE

84. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

85. Upon information and belief, Defendants required consumers to submit claims for vehicle goods or services and refunds, but failed to maintain a sufficient process by which consumers could submit such claims by failing to respond to consumers requesting service or refunds and by maintaining a virtual office in Pennsylvania, at all times relevant hereto.

86. Despite hundreds of consumer complaints about blatant failures to service thousands of consumers across the nation, Defendants continually misrepresented their service and products with misstatements such as "Top Rated customer service," "24/7 Customer Service," "Easy to Work With" and "... with you every step of the way," *See Exhibits 3 and 4.*

87. Defendants misrepresented Delta Auto by releasing invalid positive statements about the company's customer service on its website and the internet for the purpose of enticing consumers to purchase their products. *See Exhibits 3 and 4.*

88. In at least one instance, Defendants conditioned payment upon the consumer's agreement to withdraw negative reviews about Defendants' business.

89. According to information obtained from the BBB's website, Defendants are requesting that consumers withdraw complaints that consumers may have filed with the BBB as a condition of resolution. *See Exhibit 5.*

90. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

- a) Section 201-2(4)(ii), causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b) Section 201-2(4)(iii), causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
- c) Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have; and
- d) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding,

73 P.S. §§ 201-3 and 201-2(4)(ii), (iii), (v), and (xxi).

91. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants.

92. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:
 - i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, as prohibited by Section 201-2(4)(ii) of the Consumer Protection Law;
 - ii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, as prohibited by Section 201-2(4)(iii) of the Consumer Protection Law;
 - iii. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do

- not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law; and
- iv. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law.

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants from engaging in trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania which involves in any way the provision of auto warranties, vehicle service contracts, vehicle service programs, including any and all agreements to offer for sale auto warranty coverage, and engaging in trade or commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever,

including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce.

F. Directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint.

G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
Attorney General

Date: February 12, 2020

By: /s/ Karen C. McRory-Negrin
KAREN C. MCRORY-NEGRIN
Senior Deputy Attorney General
PA Attorney I.D. No. 65029
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, PA 19103
Telephone: (215) 560-2414
Facsimile: (215) 560 2494
Email: kmcrorynegrin@attorneygeneral.gov

VERIFICATION

I, Dana L. Price, hereby state that I am a Consumer Protection Agent with the Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: February 12, 2020



DANA L. PRICE
Consumer Protection Agent

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION

COMMONWEALTH OF PENNSYLVANIA :
By ATTORNEY GENERAL JOSH SHAPIRO :

Plaintiff

v.

OMEGA VEHICLE SERVICES, LLC, and
d/b/a/ DELTA AUTO PROTECT
1735 Market Street, Suite 3750
Philadelphia, Pennsylvania 19103

and

CHARLES SERUYA, Individually and as
Member and Manager of OMEGA VEHICLE
SERVICES, LLC, and d/b/a DELTA AUTO
PROTECT
1 Ross Court
Oakhurst, New Jersey 07755

Defendants

_____ Term, 2020

No. _____

CIVIL ACTION – EQUITY

CERTIFICATE OF COMPLIANCE

I, Karen C. McRory-Negrin, certify that this filing complies with the provisions of the
*Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the
Appellate and Trial Courts* that require filing confidential information and documents differently
than non-confidential information and documents.

Date: February 12, 2020

By: /s/ Karen C. McRory-Negrin
KAREN C. MCRORY-NEGRIN
Senior Deputy Attorney General
Attorney I.D. No. 65029
Pennsylvania Office of Attorney General

1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Facsimile: (215) 560-2494

EXHIBIT 1

I. YOU and YOUR mean the EXTENDED SERVICE PROGRAM holder named on the STATEMENTS PAGE, as the person(s) entitled to coverage and benefits under this EXTENDED SERVICE PROGRAM

J. FACTORY or DEALER WARRANTY means the new warranty, certified pre-owned or similar warranty furnished to YOU by the MANUFACTURER, or a limited warranty furnished to YOU by or for the benefit of the DEALER, in connection with YOUR purchase of YOUR VEHICLE

K. FACTORY or DEALER WARRANTY REPAIR SERVICE means a repair of YOUR VEHICLE which was performed or which YOU requested while the FACTORY WARRANTY or DEALER WARRANTY remained in force.

L. MAINTENANCE RECORDS include all original receipts, invoices and any other documents that demonstrate all required maintenance has been performed at proper intervals.

M. MANUFACTURER means the company that manufactured YOUR VEHICLE.

N. PRIOR AUTHORIZATION means the approval of and the approval number issued by US in respect to repairs or roadside services which may be covered under this EXTENDED SERVICE PROGRAM. YOU must notify US and obtain PRIOR AUTHORIZATION from US before any repairs are performed on YOUR VEHICLE. Any costs for repairs or roadside services you incur without PRIOR AUTHORIZATION, when PRIOR AUTHORIZATION is required, will not be covered under this EXTENDED SERVICE PROGRAM.

O. BREAKDOWN means the inability of a properly maintained COVERED PART to perform the function for which it was designed, due to defects in materials or workmanship. BREAKDOWN does not mean (a) the gradual reduction in operating performance of a COVERED PART due to wear and tear, or (b) the gradual or sudden reduction in operating performance of a COVERED PART due to any lack of proper maintenance or to non-use of a COVERED PART or non-covered part.

P. REPAIR COST means the part, labor expense and taxes, if applicable, necessary to repair or replace a covered part due to a BREAKDOWN of a covered part. REPAIR COST is determined by regular retail parts prices, not to exceed the Manufacturer's Suggested Retail Price for a covered part, and the current national flat rate hourly guide for labor, and is subject to the aggregate and single repair, visit limitations on liability in Section III.

Q. UNITED STATES means the 50 UNITED STATES and the District of Columbia, and does not include Puerto Rico, Guam or other territories and possessions of the United States of America.

II. NOTICE AND GENERAL CONSIDERATIONS THIS EXTENDED SERVICE PROGRAM IS NOT: (a) AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE EXTENDED SERVICE PROGRAM OR POLICY; (b) A MECHANICAL BREAKDOWN INSURANCE EXTENDED SERVICE PROGRAM OR POLICY; (c) AN INSURANCE EXTENDED SERVICE PROGRAM OR POLICY OF ANY KIND; OR (d) AN EXPRESS, IMPLIED, GENERAL OR EXTENSION OF A WARRANTY.

THIS EXTENDED SERVICE PROGRAM MAY DUPLICATE SOME WARRANTY COVERAGE.

STATE AND FEDERAL LAWS MAY PROTECT YOUR INTERESTS AS A CONSUMER. IN RESPECT TO THE MAGNUSON-MOSS WARRANTY ACT, THE CONTENTS OF THIS EXTENDED SERVICE PROGRAM SHOULD BE INTERPRETED AND UNDERSTOOD TO MEAN A SERVICE EXTENDED SERVICE PROGRAM AS USED THEREIN.

Initial RT

BY ENTERING INTO THIS EXTENDED SERVICE PROGRAM, YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. Other rights and remedies may be available to YOU if a problem cannot be resolved with US.

III. COVERAGE PROVIDED UNDER YOUR EXTENDED SERVICE PROGRAM

YOUR EXTENDED SERVICE PROGRAM PERIOD begins on the EFFECTIVE DATE and ends on the EXPIRATION DATE or when the VEHICLE's Odometer indicates the VEHICLE has reached the EXPIRATION MILEAGE limit, whichever occurs first. The EFFECTIVE DATE, EXPIRATION DATE and EXPIRATION MILEAGE are indicated on the STATEMENTS PAGE. WE will arrange for the repair or replacement of COVERED PARTS, and any component damaged by a COVERED PARTS, as provided below, or pay the REPAIR COST for repair or replacement due to a BREAKDOWN during the EXTENDED SERVICE PROGRAM PERIOD. OUR aggregate limit of liability under this EXTENDED SERVICE PROGRAM for REPAIR COST or for any other purpose is the amount YOU paid for the VEHICLE. OUR limit of liability under this EXTENDED SERVICE PROGRAM for REPAIR COST for a single repair visit is the reasonable trade in value of the VEHICLE at the time YOU seek a repair under this EXTENDED SERVICE PROGRAM.

A. RENTAL CAR REIMBURSEMENT

If YOU require alternate transportation due to a covered BREAKDOWN, this EXTENDED SERVICE PROGRAM provides reimbursement for the expense of a rental car up to sixty five dollars per day, to a maximum of four days and a total of two hundred and sixty dollars per BREAKDOWN. Rental car reimbursement is based on a recognized industry flat rate time required to repair YOUR VEHICLE according to the following criteria: (i) if the repair time required is a minimum of eight hours, we will allow a one day car rental and reimburse YOU a maximum of sixty five dollars for that rental; (ii) if the repair time required is a minimum of sixteen hours, we will allow a two day car rental and reimburse YOU a maximum of one hundred and thirty dollars for that rental; and (iii) if the repair time required is more than twenty hours, we will allow a three day car rental and reimburse YOU a maximum of one hundred and ninety five dollars for that rental. Rental car reimbursement is valid only for expenses actually incurred from the date of the BREAKDOWN until the date repairs are completed. Rental car reimbursement does not include any expense for items such as MILEAGE, GASOLINE, MAINTENANCE, INSURANCE OR COLLISION DAMAGE WAIVER CHARGES, OR OIL CHANGES. No deductible applies to the provision of Rental Car Reimbursement.

B. ROAD SIDE SERVICES

Under this EXTENDED SERVICE PROGRAM WE provide YOU the following additional services, if YOUR VEHICLE is disabled, in the form of reimbursement for up to a maximum of: (i) one hundred and twenty dollars per occurrence for towing to the nearest repair facility, acceptable to us, if required as a result of a BREAKDOWN; (ii) fifty dollars per day, for up to three days, for emergency trip interruption reimbursement, when you are more than one hundred and twenty miles from your home; (iii) one flat tire change using YOUR good spare tire; (iv) forty dollars for a battery boost or jump start, or toward the delivery charge to have fuel purchased by you delivered to your VEHICLE; and (v) up to thirty dollars for lockout assistance. Services may vary to conform to the laws of YOUR state. No deductible applies to the provision of a Road Side Service. Road Side Services are not covered under this EXTENDED SERVICE PROGRAM if YOUR VEHICLE was disabled due to an act of nature, war, insurrection, riot, etc. Under this EXTENDED SERVICE PROGRAM, YOU are limited to receiving Road Side Services for just one disablement of YOUR VEHICLE for the same cause in any seven day period.

IV. COVERAGE DETAILS.**A. DIAMOND PREMIER covers the following listed components under section IV part A.**

1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damage by internally lubricated parts. All internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, valves, valve springs, seats and guides, lifters, followers, oil pump, timing chain, timing belt and gear. Harmonic balancer, dip stick & tube. Valve covers, timing cover, and oil pan if damaged by internally lubricated parts; vacuum pump, engine mounts, Seals and gaskets.
2. Transmission: Transmission case, transfer case, transmission mounts and pan if damage by internally lubricated parts. Internally lubricated parts including: torque converter, vacuum modulator, internal linkage, Seals and gaskets.
3. Electrical: Alternator, voltage regulator, starter motor, starter solenoid, distributor, window regulator, A/C heater blower motor.
4. Cooling: Radiator, radiator fan blade and motor, fan clutch, water pump, Seals and gaskets.
5. Drive Axle: Housing(s) and cover if damage by internally lubricated parts. All internally lubricated parts including: axle shafts, universal joints and yokes, constant velocity shaft or joint or both, wheel bearings/hubs, drive shaft center bearings, supports, propeller shafts, locking hub mechanisms.
6. Brakes: Non - ABS master cylinder, power booster, calipers, wheel cylinders, hydraulic lines and fittings; proportioning valve, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, Seals and gaskets.
7. Super/Turbo Charger: All internal parts; Housing is covered if damaged by the failure of an internally lubricated moving part, Seals and gaskets.
8. 4x4/AWD: All components in the Differential Assembly and Transfer Case including: Drive Chain, Drive Chain Gears, Planetary Gears, Ring Shift Forks, Bearing, Bushing, Oil Pump Output Shaft, Main Shaft Washers and all other internal lubricated parts, Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover, 4 Wheel Drive Actuator, Locking Hubs and all other internal parts contained with the differential assembly, Seals and gaskets.
9. Steering System: Steering box and rack and pinion unit and all their internal lubricated parts including: power steering pump and cylinder, main and intermediate steering shafts and couplings, steering knuckles; pitman arm, idler arm, tie rod ends and drag link, seals and gaskets.
10. Fuel System: Fuel pump, metal fuel injection lines/rails, fuel tank and metal fuel internally lubricated parts including: waste-gate, vanes, shafts and bearings, seals and gaskets.
11. Differential Assembly: (Front and Rear) Differential Housing (if damaged by internally lubricated parts), Axle Shaft, Ring and Pinion, Bearings, Bushings, Washers, all other internal parts contained with the differential assembly, Seals and gaskets.
12. Heater and Air Conditioning: Evaporator, condenser, compressor, compressor clutch, receiver/drier, field coil, accumulator, A/C high/low pressure compressor cutoff switches and heater core, Seals and gaskets.
13. Front Suspension: Upper and lower control arms, control arm shafts and bushings, spindle supports, stabilizer shaft, stabilizer linkage, bushings, ball joints, spindles, wheel bearings, Seals and gaskets.
14. Rear Suspension: Upper and lower control arms, control arm shafts and bushings, spindle supports, stabilizer shaft, stabilizer linkage, bushings, ball joints, spindles, wheel bearings, Seals and gaskets.
15. ABS-Brakes: Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Pressure Modulator Valve/ Isolation Dump Valve, Accumulator, Seals and gaskets, A.B.S. Master Cylinder, Hydro Boost and Electronic Control Processor, Seals and gaskets.
16. Hi-Tech: Electronic shift control unit; ABS master cylinder, ABS processor, hydraulic pump motor, pressure modulator valve, sensors; temperature control programmer, fuel management controls (including modules and sensors), fuel injector(s), fuel injection pump, ignition management controls (including modules and sensors), ignition coils, wiper motor(s), power window motors, power door locks, automatic temperature control, keyless entry system excluding remote, power antenna, speed control, electronic level control compressor.

Initial RT

B. DIAMOND PLUS covers the following listed components under section IV part B.

1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damage by internally lubricated parts. All internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, valves, valve springs, seats and guides, lifters, followers, oil pump, timing chain, timing belt and gear. Harmonic balancer, dip stick & tube. Valve covers, timing cover, and oil pan if damaged by internally lubricated parts; vacuum pump, engine mounts, Seals and gaskets.
2. Transmission: Transmission case, transfer case, transmission mounts and pan if damage by internally lubricated parts. Internally lubricated parts including: torque converter, vacuum modulator, internal linkage, Seals and gaskets.

3. Electrical: Alternator, voltage regulator, starter motor, starter solenoid, distributor, window regulator, A/C heater blower motor.
 4. Cooling: Radiator, radiator fan blade and motor, fan clutch, water pump, Seals and gaskets.
 5. Drive Axle: Housing(s) and cover if damage by internally lubricated parts. All internally lubricated parts including: axle shafts, universal joints and yokes, constant velocity shaft or joint or both, wheel bearings/hubs, drive shaft center bearings, supports, propeller shafts, locking hub mechanisms.
 6. Brakes: Non - ABS master cylinder, power booster, callipers, wheel cylinders, hydraulic lines and fittings; proportioning valve, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, Seals and gaskets.
 7. Super/Turbo Charger: All internal parts; Housing is covered if damaged by the failure of an internally lubricated moving part, Seals and gaskets.
 8. 4x4/AWD: All components in the Differential Assembly and Transfer Case including: Drive Chain, Drive Chain Gears, Planetary Gears, Ring Shift Forks, Bearing, Bushing, Oil Pump Output Shaft, Main Shaft Washers and all other internal lubricated parts, Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover, 4 Wheel Drive Actuator, Locking Hubs and all other internal parts contained with the differential assembly, Seals and gaskets.
 9. Steering System: Steering box and rack and pinion unit and all their internal lubricated parts including: power steering pump and cylinder, main and intermediate steering shafts and couplings, steering knuckles; pitman arm, idler arm, tie rod ends and drag link, seals and gaskets.
- C. DIAMOND PROGRAM covers the following listed components under section IV part C.**
1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damage by internally lubricated parts. All internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, valves, valve springs, seats and guides, lifters, followers, oil pump, timing chain, timing belt and gear. Harmonic balancer, dip stick & tube. Valve covers, timing cover, and oil pan if damaged by internally lubricated parts; vacuum pump, engine mounts, Seals and gaskets.
 2. Transmission: Transmission case, transfer case, transmission mounts and pan if damage by internally lubricated parts. Internally lubricated parts including: torque converter, vacuum modulator, internal linkage, Seals and gaskets.
 3. Electrical: Alternator, voltage regulator, starter motor, starter solenoid, distributor, window regulator, A/C heater blower motor.
 4. Cooling: Radiator, radiator fan blade and motor, fan clutch, water pump, Seals and gaskets.
 5. Drive Axle: Housing(s) and cover if damage by internally lubricated parts. All internally lubricated parts including: axle shafts, universal joints and yokes, constant velocity shaft or joint or both, wheel bearings/hubs, drive shaft center bearings, supports, propeller shafts, locking hub mechanisms.
 6. Brakes: Non - ABS master cylinder, power booster, calipers, wheel cylinders, hydraulic lines and fittings; proportioning valve, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, Seals and gaskets.
 7. Super/Turbo Charger: All internal parts; Housing is covered if damaged by the failure of an internally lubricated moving part, Seals and gaskets.
 8. 4x4/AWD: All components in the Differential Assembly and Transfer Case including: Drive Chain, Drive Chain Gears, Planetary Gears, Ring Shift Forks, Bearing, Bushing, Oil Pump Output Shaft, Main Shaft Washers and all other internal lubricated parts, Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover, 4 Wheel Drive Actuator, Locking Hubs and all other internal parts contained with the differential assembly, Seals and gaskets.

Initial RT

V. EXCLUSIONS; PARTS AND SERVICES NOT COVERED. THE FOLLOWING ARE EXCLUDED BY OR NOT

COVERED UNDER THIS EXTENDED SERVICE PROGRAM:

- A. ANY REPAIR, REPLACEMENT OR REIMBURSEMENT COVERED BY ANY FACTORY OR DEALER WARRANTY, REPAIR FACILITY GUARANTEE, OTHER SERVICE EXTENDED SERVICE PROGRAM, OR ANY INSURANCE COVERAGE.
- B. ANY REPAIR IF A NON-AUTHORIZED PERFORMANCE PART OR EQUIPMENT CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
- C. ANY REPAIR OF A SYSTEM, ANY EQUIPMENT OF PART IF IT IS DETERMINED THAT THERE IS A REASONABLE MECHANICAL PROBABILITY THAT THE CONDITION CAUSING THE FAILURE EXISTED PRIOR TO OR AT THE TIME OF PURCHASE OF YOUR EXTENDED SERVICE PROGRAM, WHETHER KNOWN OR UNKNOWN AT THE TIME OF PURCHASE OF YOUR EXTENDED SERVICE PROGRAM.
- D. PARTS NOT AUTHORIZED BY THE MANUFACTURER. SUCH PARTS INCLUDE BUT ARE NOT LIMITED TO NON-FACTORY OR AFTERMARKET PERFORMANCE PARTS OR EQUIPMENT, AND ANY NON-FACTORY TYPE OF SECURITY, STEREO, AUDIO, TELEVISION, SATELLITE, TELEPHONE OR ENTERTAINMENT SYSTEM, EQUIPMENT OR PART.
- E. ANY REPAIR OF AIRBAG(S) DEPLOYED DUE TO COLLISION. YOU SHOULD CONTACT YOUR DEALER IMMEDIATELY IF YOU BELIEVE THERE IS A DEFECT IN THESE PARTS.
- F. ANY OF THE FOLLOWING PARTS INCLUDING BUT NOT LIMITED TO, THROTTLE BODY, BATTERY, BATTERY CABLES, SHOCK ABSORBERS, STRUTS, MANUAL TRANSMISSIONS COMPONENTS SUCH AS, CLUTCH FRICTION, CLUTCH DISC AND PRESSURE PLATE, THROW OUT BEARING, PILOT BEARING, CLUTCH MASTER AND SLAVE CYLINDER, MANUAL AND HYDRAULIC LINKAGES; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; THERMOSTAT; HOSES, PIPES, LINES; NUTS, BOLTS, HARDWARE; BELTS, PULLEYS, TUNE-UP PARTS; SAFETY RESTRAINT SYSTEMS (INCLUDING SEAT BELTS AND AIRBAGS); ANY AND ALL FLUIDS, LUBRICANTS AND RESERVOIRS; FUSES, RELAYS, FUSE PANEL, CIRCUIT BREAKERS; BRAKE PADS, BRAKE SHOES, BRAKE ROTORS AND DRUMS; EMISSION SYSTEMS; GLASS; LENSES HEAD, LAMP AND PROJECTION LAMP ASSEMBLIES, SEALED BEAMS, LIGHT BULBS; WEATHER STRIPPING, TRIM, MOLDINGS, BRIGHT METAL, CHROME, UPHOLSTERY, CARPET, ZIPPERS, CUP HOLDERS, DASH PAD AND VENTS, SEAT FRAME, PAINT, INSIDE AND OUTSIDE ORNAMENTATION; TELEPHONES, TELEVISION / VCR, ELECTRONIC AND SATELLITE TRANSMITTING DEVICES; AMPS, SPEAKERS AND WIRING; INSIDE AND OUTSIDE DOOR HANDLES, MIRRORS, HINGES, LATCHES, LIFT GATE AND HOOD SUPPORTS; HUBCAPS/WHEEL

COVERS, BUMPERS, BODY SHEET METAL AND PANELS, BODY PARTS, FRAME, STRUCTURAL BODY PARTS, HARD OR VINYL OR FABRIC CONVERTIBLE TOPS; TIRES, WHEELS OR RIMS.

G. REPAIRS NEEDED IN WHOLE OR IN PART DUE TO: (I) FAILURE TO STOP DRIVING OR PROTECT YOUR VEHICLE FROM FURTHER DAMAGE AFTER EVIDENCE OF A BREAKDOWN APPEARS (E.G., WARNING LIGHT, SMOKE); (II) THE USE OF FUELS, OILS, FLUIDS OR LUBRICANTS OTHER THAN THOSE REQUIRED BY YOUR OWNER'S MANUAL OR AS OTHERWISE SPECIFIED BY THE MANUFACTURER; (III) FAILURE TO PERFORM MAINTENANCE SERVICES, OTHER NEGLIGENCE, MISUSE OR ABUSE (E.G., OVERLOADING, RACING, COMPETITIVE DRIVING ACTIVITIES OR SNOW PLOWING), OR FROM MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER TOWING, IMPROPER ADJUSTMENTS OR SERVICING, OR USING THE VEHICLE IN ANY MANNER NOT RECOMMENDED BY THE MANUFACTURER; (IV) ACCIDENTAL LOSS, OR EXTERNAL CAUSES SUCH AS WAR, RIOT, VANDALISM, OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE PARTIES; (V) RUST, SALT, CORROSION, WATER INTRUSION/LEAKS, ACID RAIN, CHEMICALS, TREE SAP, HAIL, FLOOD, LIGHTNING, FIRE, WINDSTORM, EARTHQUAKES OR OTHER ENVIRONMENTAL CAUSES OR ACTS OF NATURE; (VI) VIBRATION, DETERIORATION, DISCOLORATION, DISTORTION, DEFORMATION AND/OR FADING; OR (VII) SLUDGE, CONTAMINATED FLUIDS, OR LUBRICANTS.

H. ANY WORK PERFORMED TO IMPROVE COMPRESSION OR REDUCE OIL OR FUEL CONSUMPTION, OR OTHER WORK WHEN A BREAKDOWN HAS NOT OCCURRED.

I. EXPENSES FOR ANY MAINTENANCE SERVICE SPECIFIED IN YOUR OWNER'S MANUAL; FUELS, FLUIDS, LUBRICANTS, ALIGNMENTS OR ADJUSTMENTS; IMPROPER REPAIRS, ADJUSTMENTS, OR SERVICING BY ANY REPAIR FACILITY, INDIVIDUAL OR YOU.

J. REPAIRS PERFORMED OUTSIDE THE UNITED STATES OR CANADA.

K. REPAIRS PROHIBITED BY A FEDERAL, STATE OR LOCAL LAW, REGULATION, OTHER AUTHORITY OR AGENCY.

L. ANY REPAIR COST IF YOUR VEHICLE HAS BEEN USED FOR A COMMERCIAL USE OR PURPOSE, INCLUDING BUT NOT LIMITED TO USE OR FOR HIRE FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICE, CHERRY PICKING, DUMPING, PLOWING SNOW FOR HIRE, HAULING, PLOWING, TOWING OR ROAD SERVICE OPERATIONS, POLICE, LAW ENFORCEMENT, FIRE, RANGER, AMBULANCE OR EMERGENCY OR RESCUE SERVICES.

M. MINOR LOSS OF FLUID OR SEEPAGE FROM ANY SEAL OR GASKET IS CONSIDERED NORMAL AND IS NOT CONSIDERED A FAILURE.

N. ANY CONSEQUENTIAL OR INCIDENTAL PECUNIARY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, LOST REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY OTHER ECONOMIC LOSS OF ANY KIND.

O. ANY REPAIR COST: (I) IF THE ODOMETER IS ALTERED, DISCONNECTED OR INOPERABLE SO THAT THE MILES TRAVELED CANNOT BE ACCURATELY DETERMINED; (II) IF THE VEHICLE'S FACTORY WARRANTY HAS BEEN VOIDED FOR ANY REASON; OR (III) IF YOU FAIL TO PROVIDE ALL MAINTENANCE RECORDS FOR ROUTINE MAINTENANCE RELATING TO COVERED PARTS THAT SUSTAIN A BREAKDOWN.

Initial RT

P. NEGLIGENCE, ERROR, OR OMISSION ON THE PART OF ANY SERVICING DEALER, REPAIR FACILITY OR PROVIDER OF ROAD SIDE SERVICES, OR ANY BREAKDOWN OR CONSEQUENTIAL DAMAGE TO YOUR VEHICLE CAUSED BY NEGLIGENCE, ERROR OR OMISSION.

Q. ANY SERVICE THAT THE MANUFACTURER RECOMMENDS PURSUANT TO A RECALL ANNOUNCEMENT OR SERVICE BULLETIN THAT APPLIES TO YOUR VEHICLE, AND ANY BREAKDOWN OF AN OTHERWISE COVERED PART IF YOU FAIL TO HAVE THE VEHICLE REPAIRED OR REPROGRAMMED PURSUANT TO A NOTICE OF RECALL OR SERVICE BULLETIN, AND SUCH REPAIR OR REPROGRAMMING WOULD HAVE PREVENTED THE BREAKDOWN.

VI. YOUR OBLIGATIONS

A. Records and Maintenance.

1. YOU must properly maintain YOUR VEHICLE by performing maintenance services, at the proper intervals, according to the requirements of YOUR Owner's Manual or as otherwise specified by the MANUFACTURER.

2. YOU must retain all original receipts, invoices and any other MAINTENANCE RECORDS that demonstrate all required maintenance has been performed at proper intervals. We may request that YOU produce MAINTENANCE RECORDS and may deny coverage if YOU fail to produce MAINTENANCE RECORDS that confirm that maintenance has been performed at proper intervals regarding YOUR VEHICLE.

3. Coverage will be denied if YOU fail to perform maintenance services at proper intervals, or otherwise fail to properly maintain YOUR VEHICLE, and a BREAKDOWN is caused by YOUR failure to perform maintenance services or otherwise properly maintain YOUR VEHICLE.

4. YOU must retain all original documents that demonstrate the amount YOU paid to purchase YOUR VEHICLE.

If a BREAKDOWN occurs:

1. YOU must take YOUR VEHICLE to a repair facility in the UNITED STATES which has an ASE licensed mechanic capable of and appropriate equipment for diagnosing and repairing your vehicle. If you are traveling in Canada, take YOUR VEHICLE to the nearest repair facility in the UNITED STATES or Canada which has an automotive professional capable of and appropriate equipment for diagnosing and repairing YOUR VEHICLE. In either instance, and in the event of an emergency when neither of the foregoing options is possible, YOU must obtain PRIOR AUTHORIZATION from US, by calling TOLL FREE (866) 598-5429, BEFORE INCURRING ANY REPAIR COSTS.

2. YOU must authorize the repair facility to tear down YOUR VEHICLE or to diagnose a problem. In the event that a non-covered part causes or contributes to the BREAKDOWN, there is no coverage under this EXTENDED SERVICE PROGRAM to reimburse you or pay for the cost of tear down.
3. WE reserve the right to inspect YOUR VEHICLE to gather diagnostic or other necessary information regarding any claim. At OUR discretion, WE may move or tow YOUR VEHICLE to another location, at no expense to YOU, in order to inspect YOUR VEHICLE for these purposes.
4. YOU must pay any applicable DEDUCTIBLE to the authorized repair facility. The DEDUCTIBLE is the amount of the REPAIR COST YOU must pay for each visit for repair of a BREAKDOWN covered by this EXTENDED SERVICE PROGRAM. YOUR DEDUCTIBLE is specified on the STATEMENTS PAGE.

B. Road Side Services or Rental Car Reimbursement, please contact US at (866) 598-5429

VII. CANCELLATION OF EXTENDED SERVICE PROGRAM

1. YOU may cancel this EXTENDED SERVICE PROGRAM:

A. Within thirty (30) days following the commencement of the EXTENDED SERVICE PROGRAM period, YOU may cancel this EXTENDED SERVICE PROGRAM and receive a full purchase price refund, if no services have been rendered to or on behalf of YOU. If services have already been rendered under this EXTENDED SERVICE PROGRAM to or on behalf of YOU, the refund will be the lesser amount calculated as: (i) a time pro-rated amount, based upon the time expired since the EXTENDED SERVICE PROGRAM was purchased; or (ii) a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the EXTENDED SERVICE PROGRAM.

B. After thirty (30) days following the commencement of the EXTENDED SERVICE PROGRAM period, YOU may cancel this EXTENDED SERVICE PROGRAM. The refund will be the lesser amount calculated as: (i) a time pro-rated amount, based upon the time expired since the EXTENDED SERVICE PROGRAM was purchased; or (ii) a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the EXTENDED SERVICE PROGRAM. ALL CANCELLATION REFUNDS AFTER THIRTY (30) DAYS ARE SUBJECT TO A \$25 PROCESSING FEE.

Initial RT

C. WE may cancel this EXTENDED SERVICE PROGRAM at any time if: (i) YOU fail to timely pay any part of the EXTENDED SERVICE PROGRAM purchase price; (ii) YOU made a material misrepresentation or substantially breached YOUR duties under this EXTENDED SERVICE PROGRAM relating to the VEHICLE or its use; (iii) the VEHICLE has been sold or traded or repossessed, unless this EXTENDED SERVICE PROGRAM has been transferred in accordance with section X; (iv) the VEHICLE identification number no longer can be read or has been altered; (v) WE cannot determine the true mileage of the VEHICLE due to replacement, alternation, disconnection or failure of the Odometer; (vi) the VEHICLE has been declared a total loss or sold for salvage purposes; or (vii) the VEHICLE has been modified for or used in any competitive events or used for a COMMERCIAL USE or PURPOSE. If WE cancel this EXTENDED SERVICE PROGRAM, WE will refund to you or the Lender, as applicable, the lesser of: (i) a time pro-rated amount, based upon the time expired since the EXTENDED SERVICE PROGRAM was purchased; or (ii) a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the EXTENDED SERVICE PROGRAM.

D. If YOU are entitled to a refund under this EXTENDED SERVICE PROGRAM, WE will pay the refund to YOU if YOUR purchase of this EXTENDED SERVICE PROGRAM was not financed. If YOU financed YOUR purchase of this EXTENDED SERVICE PROGRAM with a Lender, WE will issue a cancellation refund directly to that Lender unless YOU present to US written confirmation that YOU have paid the Lender in full all sums due under the Finance Agreement and the Lender has discharged all liens it had in respect to the Finance Agreement. YOU acknowledge that OUR payment of a cancellation refund to a Lender in respect to a Finance Agreement regarding the VEHICLE constitutes payment to YOU and YOU have no claim against US in respect to such payment. In the event of repossession or total loss of the VEHICLE, the LENDER may cancel this EXTENDED SERVICE PROGRAM. The provisions of this Section VI.D apply to all cancellation requests. No other rights or benefits under this EXTENDED SERVICE PROGRAM transfer to the LENDER. A EXTENDED SERVICE PROGRAM holder who obtains this EXTENDED SERVICE PROGRAM through a Transfer is not eligible to request or receive a cancellation refund. SHOULD YOU OR WE CANCEL THIS EXTENDED SERVICE PROGRAM, THIS EXTENDED SERVICE PROGRAM SHALL TERMINATE IF WE ISSUE A REFUND TO YOU OR THE LENDER AND NO COVERAGE CAN BE REINSTATED FOR YOU.

E. To inquire about cancellation, contact US at our toll free number and complete a Cancellation Request Form.

VIII. MEDIATION AND ARBITRATION

In respect to any controversy or claim that may arise out of or relate to this EXTENDED SERVICE PROGRAM in any manner, including but not limited to a breach of this EXTENDED SERVICE PROGRAM, the parties initially shall submit such controversy or claim to mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association. Any controversy or claim not resolved following mediation conducted in conformity with this Section shall be settled by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. Following entry of an award by the Arbitrator, a party seeking to enforce the award may have the judgment entered in any court having jurisdiction over the other party. If YOU intend to exercise your right to seek arbitration, YOU must give us notice of YOUR intent to seek arbitration by delivering a written statement of the controversy or claim to US at:

If YOU have any questions regarding this EXTENDED SERVICE PROGRAM, please contact US at the following address:

Delta Auto Protect
1800 John F. Kennedy Blvd. Suite 300
Philadelphia, Pa 19103
(866) 598-5429

IX. OBLIGATIONS

OUR obligations as the provider under this service EXTENDED SERVICE PROGRAM are backed by the full faith and credit of Delta Auto Protect, the provider.

X. TRANSFER OF EXTENDED SERVICE PROGRAM

The original retail EXTENDED SERVICE PROGRAM purchaser may transfer this EXTENDED SERVICE PROGRAM to an individual purchaser of the VEHICLE for the remainder of the original EXTENDED SERVICE PROGRAM PERIOD. This EXTENDED SERVICE PROGRAM may not be transferred to a Dealer, wholesaler or business entity, or to an individual purchaser who will use the VEHICLE for a COMMERCIAL USE OR PURPOSE at any time. To transfer this EXTENDED SERVICE PROGRAM, YOU must complete OUR Transfer Form, submit that to US, and follow these procedures: (a) provide a complete copy of YOUR MAINTENANCE RECORDS to US; and (b) provide documentation that evidences change of ownership and an Odometer Reading of the actual miles the VEHICLE has traveled, measured by a functioning, unaltered odometer as of the date of transfer to US.

1. A TRANSFER IS SUBJECT TO THE FOLLOWING CONDITIONS:

A. This EXTENDED SERVICE PROGRAM can only be transferred to a private owner, within 15 days of change of VEHICLE ownership. For the Transfer to become effective, YOU also must transfer every remaining FACTORY or DEALER WARRANTY to the new owner of the VEHICLE. A transferee cannot cancel this EXTENDED SERVICE PROGRAM.

B. THIS EXTENDED SERVICE PROGRAM CANNOT BE TRANSFERRED TO A DIFFERENT VEHICLE.

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C. If YOUR MAINTENANCE RECORDS are not available, WE may require inspection of the VEHICLE to assure that the VEHICLE has been properly maintained. If the inspection discloses abnormal conditions, the transfer request may be denied.

D. A transferee may not transfer this EXTENDED SERVICE PROGRAM to a subsequent purchaser of the VEHICLE. Upon transfer of the VEHICLE by a transferee to a subsequent purchaser, this coverage under this EXTENDED SERVICE PROGRAM is no longer in force.

XI. SUBROGATION

In the event that WE pay any reimbursement or expense to YOU or for YOUR benefit in respect to services YOU obtained under the EXTENDED SERVICE PROGRAM, WE shall be subrogated to all of the rights, claims and interest which YOU may have against any person or legal entity liable or responsible for the loss or incident in issue, to the extent of the amount paid or expense incurred by US. YOU agree to execute any documents WE require YOU to sign under this section XI and avoid doing anything that would impair OUR rights. In respect to these benefits, YOU authorize US to sue, compromise, or settle in OUR name or YOUR name, or otherwise, all such claims, and you hereby agree that WE shall be fully substituted in your place and subrogated to all of your rights on account thereof. YOU agree to pay to US any amounts YOU recover that relate to benefits WE provided hereunder and agree that those amounts belong to us.

XII. SPECIAL STATE REQUIREMENTS:

These special state requirements apply if YOUR EXTENDED SERVICE PROGRAM was delivered in one of the following states and supersede any other provisions herein to the contrary:

FLORIDA SPECIAL STATE REQUIREMENTS: The rate charged for this EXTENDED SERVICE PROGRAM is not subject to regulation by the Florida Office of Insurance Regulation. Section VII. is amended as follows: This EXTENDED SERVICE PROGRAM may be cancelled by YOU within sixty (60) days of purchase and a refund equal to 100% of the purchase price paid, less any claims, will be issued. Any fee assessed by US in connection with cancellation shall not exceed 5% of the purchase price paid. If this EXTENDED SERVICE PROGRAM is cancelled after sixty (60) days by YOU a refund of not less than 90% of the unearned pro rata premiums, less any claims, will be issued. After this EXTENDED SERVICE PROGRAM has been in effect for sixty (60) days, WE will not cancel the EXTENDED SERVICE PROGRAM unless there was a material misrepresentation or fraud at the time of purchase, YOU have failed to maintain the Vehicle as prescribed by the manufacturer and this agreement, the odometer has been tampered with or disabled and YOU do not repair it, or for non-payment of the purchase price. If WE cancel this EXTENDED SERVICE PROGRAM a refund of not less than 100 percent of the unearned pro rata purchase price, less any claims paid, will be issued. Section VII. is amended as follows: YOU remit a \$40 transfer fee to be used toward the costs of transferring the EXTENDED SERVICE PROGRAM.

ILLINOIS SPECIAL STATE REQUIREMENTS: Section VII. is amended as follows: Any service charge assessed by US in connection with cancellation shall not exceed the lesser of 10 percent of the Purchase Price or \$100.

LOUISIANA SPECIAL STATE REQUIREMENTS: Section VII. is amended as follows: If YOU cancel this EXTENDED SERVICE PROGRAM within the first thirty (30) days of purchase, Irrespective of whether WE have paid a claim hereunder during that time period, the entire EXTENDED SERVICE PROGRAM Purchase Price will be refunded, less an administrative fee of \$100. No deduction for claims paid will be made from any refund due as a result of the cancellation of this EXTENDED SERVICE PROGRAM.

MISSOURI SPECIAL STATE REQUIREMENTS: Section VII. is amended as follows: If YOU cancel this EXTENDED SERVICE PROGRAM within twenty (20) days after WE mail it to YOU or the date You purchased the EXTENDED SERVICE PROGRAM If the EXTENDED SERVICE PROGRAM was delivered to YOU at the time of sale and a claim has not been made hereunder, the EXTENDED SERVICE PROGRAM is void and WE will refund the entire EXTENDED SERVICE PROGRAM Purchase Price. If a claim has been made hereunder during this time period WE will refund the entire EXTENDED SERVICE PROGRAM purchase price less any claims that have been paid. Any cancellation refund for a voided EXTENDED SERVICE PROGRAM will be paid within forty-five (45) days of receiving notice of cancellation from YOU or a ten percent (10%) penalty per month will be added to the refund. The right to void this EXTENDED SERVICE PROGRAM is not transferrable and applies only to the original EXTENDED SERVICE PROGRAM Holder. Subsequent to this time period You may cancel this EXTENDED SERVICE PROGRAM and WE will refund the unearned EXTENDED SERVICE PROGRAM Purchase Price calculated on a pro-rata basis as the lesser amount produced using either the number of months this EXTENDED SERVICE PROGRAM was in force or the number of miles, in thousands of miles or portion thereof, YOUR Vehicle was driven prior to cancellation, provided WE receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of cancellation, less an administrative fee of one hundred dollars (\$100) and the total amount of all authorized claims.. If this EXTENDED SERVICE PROGRAM is cancelled for any reason outside of the time period during which the EXTENDED SERVICE PROGRAM can be voided, WE will mail to YOU a written notice of cancellation within forty-five (45) days of the date of cancellation.

NEW YORK SPECIAL STATE REQUIREMENTS: Section VII. is amended as follows: If YOU cancel this EXTENDED SERVICE PROGRAM within twenty (20) days after WE mail it to YOU or ten (10) days of delivery if the EXTENDED SERVICE PROGRAM is delivered at the time of sale and a claim has not been made hereunder the EXTENDED SERVICE PROGRAM is void and WE will refund the entire EXTENDED SERVICE PROGRAM Purchase Price. A 10 percent (10%) penalty per month shall be added to a refund due for a voided EXTENDED SERVICE PROGRAM that is not made within thirty (30) days of return of the EXTENDED SERVICE PROGRAM by YOU. The right to void this EXTENDED SERVICE PROGRAM is not transferrable and applies only to the original EXTENDED SERVICE PROGRAM Holder Subsequent to this time period, or if a claim has been made during this time period, YOU may cancel this EXTENDED SERVICE PROGRAM and WE will refund the unearned EXTENDED SERVICE PROGRAM purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this EXTENDED SERVICE PROGRAM was in force or the number of miles, in thousands of miles or portion thereof, YOUR Vehicle was driven prior to cancellation, less any authorized claim and an administrative fee of one hundred dollars (\$100) . If WE cancel this EXTENDED SERVICE PROGRAM WE will mail to YOU a written notice of cancellation at YOUR last known address as reflected in OUR files at least fifteen (15) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless WE are cancelling the EXTENDED SERVICE PROGRAM for nonpayment, material misrepresentation, or substantial breach of YOUR duties hereunder in which case WE will not provide YOU with prior notice of cancellation.

¹ What has been already paid by YOU at the time the sale was conducted on 2015-02-12 10:59:48 includes the required minimum down payment and a one time activation fee (if applicable)

² At the time the sale was conducted on 2015-02-12 10:59:48 there was deferred activation fee of \$250.00 and is only due if contract is cancelled prior to the term start as noted above. Once the contract begins, it is activated and the activation fee is non-refundable.

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EXHIBIT 2

">

☎ 1-866-598-5429 (TEL:1-866-598-5429)

The Benefits of Extended Auto Warranty's by Delta Auto Protect

Home (<https://deltaautoprotect.com>) The Benefits of Extended Auto Warranty's by Delta Auto Protect

Buy Smarter.

Discover, learn and buy the right extended auto warranty for your car.

Year



Get A Free Quote

The Benefits of Extended Auto Warranty's by Delta Auto Protect

These protection plans are designed to cover your automotive components after the manufacturer's warranty period has expired, ultimately protecting owners from expensive and unexpected repair costs.

If you are like many consumers, you may question the necessity of an additional expense as new and pre-owned cars generally come with some sort of warranty or coverage. This is where extended auto warranty's shine. These protection plans are designed to cover your automotive components after the manufacturer's warranty period has expired, ultimately protecting owners from expensive and unexpected repair costs.

Case ID: 200201337

Let's talk about original manufacturer's warranties for a moment. Most manufacturer's warranties cover a vehicle for a certain number of months or miles driven, whichever comes first. For example, if a company offers a 36-month or 36,000 mile warranty, the average driver may burn through that warranty within their first year of owning this vehicle. If you are unlike the average person, who drives roughly 15-thousand miles a year, you may wind up burning through your manufacturer's warranty before hitting that 36-month coverage window.

Extended auto warranties are tailored to help out those who drive their vehicle more than average. Whether it be for job or for fun, they help you keep repair costs down and keeping your car running. Modern vehicles are designed to last longer than 100,000 miles, and having a warranty plan to cover your vehicle after its manufacturer's will help you keep your vehicle on the road for as long as you want. They are designed to decrease any future financial risks involved with repairs and can even increase your vehicles resale value when you are ready to part ways with vehicle.

Your automobile is not impervious to unexpected damage/repair. The amount of components that are required to keep your vehicle running in top fashion is astounding, which leads to the next point. Vehicle's need to be repaired somewhat regularly. If you have owned a car before you may know that there is no way to tell when a component is going to call it quits, but it happens. Occasionally, this component can be one that is much more costly than a simple spark plug and these repairs can cost upwards of a thousand dollars.

Having the protection of an extended auto warranty offers peace of mind while out on the road, knowing that if you happen to need a major repair done, you're covered. The cost can even pay for itself with one major repair. These types of extended warranties can reduce the cost of vehicle ownership overall if you get the coverage in time.

To put it briefly: there are many benefits in having an extended auto warranty. If you drive your car much more than the average driver, you're covered. If you want peace of mind about any potential repair your vehicle may need, you're covered. Think about your maintenance history and decide if extra coverage for your vehicle can be beneficial to you.

Since inception, Delta Auto Protect has been servicing Vehicle Owners with dedicated quality care and providing comprehensive coverage to all drivers nationwide. Since the beginning, our goal has been to provide exceptional service, eliminating delays, and developing the industry standard for Extended Vehicle Service Programs. How do we do it? Delta Auto Protect is staffed with ASE certified technicians who work for you. Our staff speaks directly with your repair center and provides coverage authorization in a timely manner directly over the phone.

Dale Roberts
www.DeltaAutoProtect.com
Delta Auto Protect
1800 John F. Kennedy Blvd.
Philadelphia, Pa 19103
(866) 598-5429 Ext 402



(<https://deltaautoprotect.com/wp-content/uploads/2016/03/header.jpg>)

Get a FREE Quote

Vehicle Information:

Year

Mileage

Your

Information:

First Name

Last Name

Zipcode

Phone

Email

☒ Newsletter Sign Up?

*By entering my information and submitting my request for a free quote, I am providing my expressed consent to have Delta Auto Protect or its alternants to contact me via email, phone, pre-recorded messages, and text, including my wireless phone number, regarding product and

Case ID: 200201337

servicing information using automated technology, even if my contact information and phone numbers are registered on a federal, state, or corporate Do Not Call list. I understand that consent is not a condition of purchase or receipt of services. If products or services from Delta Auto Protect are not available in my area, my information may be referred to an alternant provider.

Click Here (<https://deltaautoprotect.com/privacy>) to view full Privacy Policy.

Go!

Contact Us

📍 **Address:** 600 Eagleview Blvd, Suite 300, Exton, PA 19341

📞 **Phone:** 1-866-598-5429

✉ **Email:** info@deltaautoprotect.com (<mailto:info@deltaautoprotect.com>)



[Home \(https://deltaautoprotect.com/\)](https://deltaautoprotect.com/)

[What's Covered \(https://deltaautoprotect.com/extended-auto-warranty-coverage-options/\)](https://deltaautoprotect.com/extended-auto-warranty-coverage-options/)

Why choose Delta (<https://deltaautoprotect.com/choose-delta-services/>)

Price Match Guarantee (<https://deltaautoprotect.com/price-match-guarantee/>)

Contact Us (<https://deltaautoprotect.com/contact-us/>)

Privacy Policy (<https://deltaautoprotect.com/privacy/>)

Extended Warranty Archive (<https://deltaautoprotect.com/extended-auto-warranty-blog/>)

Extended Auto Warranty Blog (<https://deltaautoprotect.com/category/extended-auto-warranty/>)

*A Vehicle Service Contract (VSC) is often referred to as an "extended auto warranty", "used car warranty", "extended car warranty", or "service program," but is not a warranty. A VSC does, however, provide repair coverage for your vehicle after the manufacturer's warranty expires. A VSC is a contract between you and a VSC provider or administrator that states what is a covered repair and what is not. Delta Auto Protect is an administrator of VSCs and does not sell warranties.

Delta Auto Protect uses the terms "Warranty," "Extended Warranty," "Program," and "Extended Service Program," with "Vehicle Service Contract" and "Extended Service Contract" for marketing purposes only.

*By entering my information and submitting for a free quote, I am providing express consent to Delta Auto Protect to be contacted via email, phone, pre-recorded messages, and text, including my wireless phone number, regarding product and servicing information using automated technology, even if it is registered on a federal, state, or corporate Do Not Call list. I understand that consent is not a condition of purchase or receipt of services. If my area is not covered, I may be referred to an alternate provider. Click Here (<https://deltaautoprotect.com/privacy/>) to view full Privacy Policy.

Coverage not available in Florida, Missouri, and Washington State.

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EXHIBIT 3



GET A QUOTE

WHAT'S COVERED

WHY CHOOSE DELTA

ABOUT US

BECOME A RESSELLER

855-535-5429



Delta Auto Protect has been servicing Vehicle Owners with dedicated quality care and providing comprehensive coverage to all drivers nationwide. Since the beginning, our goal has been to provide exceptional service, eliminating delays, and developing the industry standard for Extended Vehicle Service Programs. How do we do it? Delta Auto Protect is staffed with ASE certified technicians who work for you. Our staff speaks directly with your repair center and provides coverage authorization in a timely manner directly over the phone.



Our Team of experts are just a phone call away.

Your Cost Without Delta Auto Protect.



\$4,300

Engine



\$1,500

Air Conditioning



\$5,100

Transmission



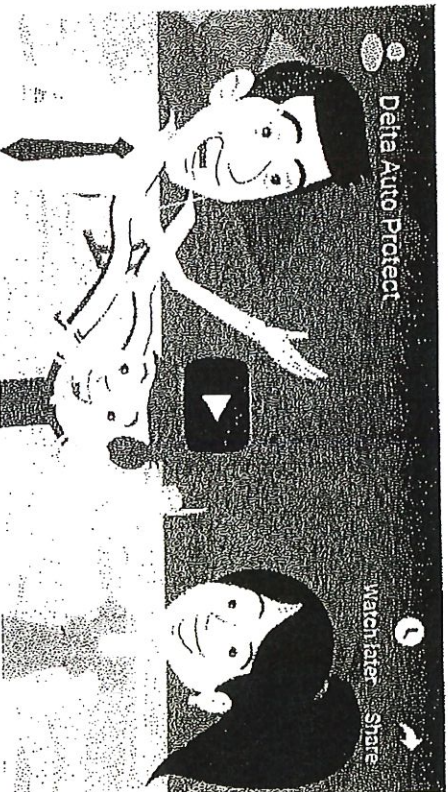
\$1,945

Brake System

proceed Verified

Why Choose Delta

Delta Auto Protect provides comprehensive coverage



WHY CHOOSE DELTA

- Coverage backed by an AM Best 'A' rated insurance company.
- Accepted at all dealerships and any ASE licensed repair center.
- Coverage administered directly by Delta Auto Protect with designated ASE licensed technicians on staff.
- Top Rated customer service
- 30-day money-back guarantee

24/7 Customer Service

EXHIBIT 4



Driven Results

We crunch the numbers so you don't have to. We will get you the best possible service agreement for your particular make and model. We'll match any legitimate competitive offer.



Keep Driving

With Delta Auto Protect, you can take the long way home worry free.

Your Cost Without Delta Auto Protect.

Start Finish

Delta Auto Protect provides customer service from helping you choose the right service agreement for your vehicle to helping you find the nearest ASE-Certified technician. We are with you every step of the way.

\$4,300

Engine



Top Performance

Our Customer Service Team is routinely ranked among the highest in our industry. We rank among the top across several independent review services.

Join A Winning Team

Delta Auto Protect strives vigorously to assist in positioning customers and repair centers. Our customer service team is available 24 hours a day 7 days a week. The longer an automobile is driven, the more likelihood a breakdown will occur. Delta Auto Protect employs ASE trained technical staff that can navigate YOU through the claims process seamlessly.

\$5,100

Transmission
Affordable.



\$1,945

Brake System
Warranty.



About Us.



Find Us.

WHAT IS A VEHICLE SERVICE CONTRACT?

Vehicle service contracts are intended to protect consumers against unexpected, costly repairs to their vehicle. A vehicle service contract can be purchased by a consumer to cover the costs associated with vehicle repair, including parts, labor for certain repairs or replacements that may be required after a manufacturer's warranty expires. A service contract is a promise to perform (or pay for) certain repairs or services. A service contract is not a warranty as defined by federal law. Different contracts have different coverage levels. We encourage YOU to read the terms and conditions of all vehicle service contracts.

WHY DO I NEED TO PURCHASE FROM DELTA AUTO PROTECT?

Delta Auto Protect strives vigorously to satisfy our customers and repair centers. Our customer service team is available 24 hours a day 7 days a week. The longer an automobile is driven, the more likelihood a breakdown will occur. Delta Auto Protect employs ASE trained technical staff that can navigate YOU through the claims process seamlessly.

WHEN IS THE BEST TIME TO PURCHASE YOUR VEHICLE SERVICE CONTRACT?

A Vehicle Service contract may seem to be a bit pricey. Or maybe you believe that your vehicle is reliable and runs well. At any given time or place YOUR vehicle may incur a breakdown, which is why Delta Auto Protect is here. Your vehicle will only depreciate in value as time progresses, the components and parts inside still cost the same. Don't delay, call for YOUR free quote today.

Our Services



Easy To Work With

Our customer service representatives are experienced, knowledgeable and routinely rank high in customer service feedback from our valued customers.



Fast Response

Whether it be parts or labor, we make sure our Certified ASE mechanics quickly diagnosis any issue and repair your vehicle appropriately efficiently and in a timely manner.



Certified Network of Excellence

We have national coverage with experts in every field of Auto Mechanics and on every Make and Model. ASE Certified.

Get a FREE Quote

Vehicle Information:

Year	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	Mileage	Your

Information:

First Name	Last Name
Zipcode	Phone
Email	

☒ Newsletter Sign Up?

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EXHIBIT 5



CURRENT ALERTS FOR THIS BUSINESS

Alert:

It has come to BBB's attention that the business is requesting that a customer(s) withdraw complaints filed through BBB as a condition of resolving the complaints. BBB does not withdraw complaints under these circumstances.



Delta Auto Protect
Auto Warranty Services

1800 JFK Blvd., Suite 300
Philadelphia, PA 19103
 <http://www.deltaautoprotect.com>
 (866) 598-5429

Accreditation

THIS BUSINESS IS NOT
BBB ACCREDITED

Years in Business: 5

BBB Rating

F

Customer Reviews are not used in the
calculation of BBB Rating

Customer Reviews



Average of 394 Customer Reviews

Customer Complaints

837 complaints closed in last 3
years

522 complaints closed in last 12
months

[View Complaints Summary](#)



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EXHIBIT 6

CANCELLATION AND RELEASE AGREEMENT

This RELEASE AGREEMENT ("Agreement") is made this 23rd day of July 2019 by and between TEST TESTT ("Releasor"), ESP 81626071 (the "Policy") and Delta Auto Protect ("Releasee").

The parties to this Agreement wish to resolve all disputes between Releasor and Releasee, including but not limited to, cancellation of the Policy and an agreed prorata refund of paid contract fees, and therefore agree as follows:

- 1. Cancellation of the Policy.** Upon the execution of this Agreement, the parties agree that the Policy is cancelled, terminated, and is null and void, and neither Releasor nor Releasee shall have any obligation to one another under the Policy. YOU may cancel this VEHICLE SERVICE CONTRACT at any time including when the Vehicle is sold, lost, stolen or destroyed by notifying US in writing via USPS mail only and by submitting a request to cancel the CONTRACT. Include, date of cancellation, ESP name and number, address, phone number, email, vehicle year make and model. Mail to: Delta Auto Protect, Cancellations Department, 1800 John F. Kennedy Blvd., Suite 300, Philadelphia, PA 19103. To inquire about cancellation, contact US at our toll free number 866-598-5429 x9108.
- 2. Releasee' Obligations.** In consideration of the foregoing, Releasee agrees to provide Releasor, a prorated refund, within 60 business days upon Delta Auto Protect receiving and processing the notarized affidavit by mail verifying the vehicle mileage or a DATED VERIFIABLE current ODOMETER PHOTO.
- 3. Release.** For the consideration described below, Releasor hereby irrevocably, fully, and unconditionally releases Releasee and its past, present, and future parents, partners, affiliates, subsidiaries, directors, officers, shareholders, employees, agents, predecessors, successors, representatives, attorneys (and employees and associates thereof), heirs, executors, administrators, or assigns, from all known or unknown claims, suits, or challenges of any nature whatsoever, including any and all legal, equitable or other claims, counterclaims, cross-claims, third-party claims, complaints, causes of action, arbitration proceedings, suits in law or equity, and demands whatsoever, liquidated or unliquidated, from the beginning of the world to the date of this Agreement, all of which are fully released by the Releasor. Releasor's Obligations. Releasor agrees to remove, delete, and erase any and all negative reviews posted online, including but not limited to Facebook, social media, review websites, blog posts, and the like. All reviews and posts must be removed prior to any Payment being issued by the Releasee. Non-disclosure. Releasor and Releasee agree to refrain from disclosing to any third party, the existence or content of this Agreement, and the existence or content of the information, documents and items related to the Claim or the relationship between Releasor and Releasees. If Releasor violates this paragraph, Releasee shall be entitled to an immediate agreed refund of the Payment as well as any other damages, including costs and actual attorneys' fees, incurred by Releasee in enforcing this Agreement.
- 4. Execution.** This Agreement shall be binding upon the undersigned. Releasor has read and understood all the terms & conditions listed in this Agreement.

Please Sign by Typing Your First Name [] Last Name []

(Releasor)

☒ I, TEST TESTT, have read, understand and agree to all the terms and conditions mentioned in every paragraph on this agreement.