

PREMIER  
FINANCE  
ADJUSTERS

2012

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WELCOME PACKET

5875 Washington Ave, Export, PA 15632

Toll Free: (800) 882-3092 Fax: (724) 498-0919

Visit us online at: [www.pfa-usa.com](http://www.pfa-usa.com)

# American Recovery Association, Inc.

# \$5,000,000

## Client Protection Bond



ISSUED IN THE NAME OF

**PHILIP J. HOURICAN, PREMIER FINANCE ADJUSTERS**

**KNOW ALL MEN BY THESE PRESENTS**, that effective at 12:01a.m. on the 1st day of January, 2012 to the 31st day of December, 2012 that the **AMERICAN RECOVERY ASSOCIATION, INC.** (herein after "ARA") does by this instrument enter into a self-insuring bond up to a total maximum of \$5,000,000 in any policy period to indemnify the customers of the ARA membership against those acts of ARA members, their agents, servants or employees as set forth hereinbelow and upon the terms and conditions of this instrument.

### 1. WHO IS COVERED

Those persons who are entitled to be indemnified under this bond are collectively referred to as the insured and fall into one of these classes: (1) Customers, (2) The ARA itself, and (3) The individual Officers and/or Directors of the ARA.

**Customer** is defined as a credit grantor who has assigned to an ARA member a delinquent account for repossession of certain collateral property against which said customer holds a secure interest, the payment of which said account is on default. The Customer shall have executed in behalf of the ARA member either a) the standard form of Confirmation Letter with Hold Harmless Clause as contained in the ARA directory, b) an electronic assignment, or c) an assignment by facsimile. The Customer shall be indemnified under this bond for loss sustained by such acts of the ARA member as hereinafter set forth, upon compliance with the requirements set forth in the ARA Directory.

**ARA** – The American Recovery Association, Inc., may reimburse or indemnify itself from the funds held in trust under the bond for any loss sustained by the ARA by such acts of its members as hereinafter set forth.

**Officers/Directors** – The individual officers and/or Directors of the ARA may be reimbursed or indemnified from the funds held in trust under this bond for any individual loss sustained by such officer or director, in his said capacity, by acts of an ARA member, other than his/their own, as hereinafter set forth.

### 2. WHAT ACTIONS ARE COVERED

The following actions, causing loss to the insured, are covered:

(1) Loss of Money, Securities or other property sustained by the Insured, up to the amount of this Bond, resulting directly from one or more fraudulent or dishonest acts committed by any member of the ARA, or an employee of said member, resulting from an assignment by the insured of a repossession to said member.

Dishonest or fraudulent acts are defined to mean such acts committed by an ARA member, or an employee of said member, with the manifest intent to cause the Insured to sustain such loss and to obtain financial benefit to or for the member of his employee other than the salary, bonus, commission or other benefits or emoluments earned in the normal course of employment and whether acting alone or in collusion with others.

(2) Loss due to acceptance by a Customer of an ARA member's check which is dishonored upon presentation, said checking being in payment of funds collected in behalf of said customer by the ARA member.

### 3. CONDITIONS, LIMITATIONS & EXCLUSIONS

(1) Loss is covered only if reported within thirty (30)

days of occurrence, or within thirty (30) days of discovery if discovery occurs more than thirty (30) days after occurrence, but in no event shall loss be covered if reported more than ninety (90) days after occurrence.

(2) No suit for recovery under the terms of this bond shall be filed for a period of six months from the date of reporting loss, unless formal notice of rejections of claim to be sent to claimant prior to the expiration of such period. Thereafter, suit shall be filed within one year from the date of reporting loss for six months from the date of rejection of claim, which ever is shorter.

(3) This bond shall apply only to loss sustained within any stated of the W.S.A., or the district of Columbia.

(4) This bond shall not apply to loss sustained due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident thereto.

(5) This bond shall not apply to loss due to accounting or arithmetical error or omission or to loss or destruction of books of accounts or records.

(6) This bond shall not apply to a loss due to surrender of Money, Securities or other Property as a result of a threat to do bodily harm to any person or to cause damage to the premises of any ARA member.

(7) This bond shall not apply to a loss, whole or in part, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation.

(8) This bond shall not apply to any claim for loss of potential income, including but not limited to interest and dividends not realized by the Insured because of a loss covered in the bond, nor for any damages other than direct compensatory damages arising from a loss covered under the bond, nor for the costs, fees, or other expenses incurred by the insured in establishing the amount or existence of costs.

(9) This bond shall not apply to loss due to nuclear radiation or radioactive contamination or to any act of incident or condition relative to the foregoing.

(10) The following definitions shall apply:

(a) "**Money**" is defined as currency, coins, bank notes and bullion, travelers checks and money orders.

(b) "**Securities**" is defined as all negotiable and non-negotiable instruments or contracts representing neither money nor property.

(11) In no event shall the bond be liable as respects Securities for more than the actual cash value thereof on the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property, for more than the actual cash value thereof at the time of loss; provided however, the actual cash of such other property held by the insured as a pledge, or as collateral for an

advance or loan shall be deemed not to exceed the value of the property as determined and recorded by the insured when making the advance of loan, nor, in the absence of such record, the unpaid portion of the advance or loan accrued interest thereon at legal rates.

In no event shall ARA's liability under this section exceed the Loan Value of the vehicle as contained in the National Automobile Dealers Association (NADA) Official Used Car Guide, both for the month and region of repossession in which loss occurred, or reported if date of occurrence cannot be determined.

(12) In the event of any payment under this policy the ARA shall be subrogated to all the Insured's rights of recovery therefrom against any person or organization and the Insured shall execute and deliver instruments and papers and do whatsoever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

(13) The coverage afforded by this Bond shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

### DURATION OF COVERAGE

The coverage afforded by this instrument shall be for one year from effective date but may be extended, modified, or otherwise revised on one or more occasions by subsequent actions of the Board of Directors of the ARA in which instance it shall not be necessary to rewrite the entire instrument, unless desired, by extensions or modifications may be effected by the riders(s).

All losses or claims under this instrument shall be bound by the provisions of the instrument or any subsequent rider in effect, only as of the date of loss, or date of discovery if date or loss cannot be ascertained, and shall not be affected by any subsequent extension or modification thereafter.

IN WITNESS WHEREOF The American Recovery Association, Inc. has caused this Bond to be executed on this 1st day of January, 2012.

\_\_\_\_\_  
President



**pennsylvania**  
DEPARTMENT OF BANKING

# Commonwealth of Pennsylvania Department of Banking Licensing Division

**Shady Oak Enterprises, Inc.**

DBA: Premier Finance Adjusters.

150 W Pittsburgh St  
Delmont, PA 15626-1345

Is Licensed As: **Collector - Repossessor**

License Number: **9955**

\*Effective Dates Of License:

**October 1, 2011** Through **September 30, 2012**

\*To verify this license please visit [www.banking.state.pa.us](http://www.banking.state.pa.us)

In Witness Whereof, I have hereunto set my Hand and affixed the signature  
of the Secretary of the Department of Banking



Glenn E. Moyer  
Secretary of Banking

**pennsylvania**  
DEPARTMENT OF BANKING



**pennsylvania**  
DEPARTMENT OF BANKING

# Commonwealth of Pennsylvania Department of Banking Licensing Division

**Shady Oak Enterprises, Inc.**

DBA: Premier Finance Adjusters.

7493 Allentown Blvd  
Harrisburg, PA 17112-3633

Is Licensed As: **Collector - Repossessor**

License Number: **9962**

\*Effective Dates Of License:

**October 1, 2011** Through **September 30, 2012**

\*To verify this license please visit [www.banking.state.pa.us](http://www.banking.state.pa.us)

In Witness Whereof, I have hereunto set my Hand and affixed the signature  
of the Secretary of the Department of Banking



Glenn E. Moyer  
Secretary of Banking

**pennsylvania**  
DEPARTMENT OF BANKING

CERTIFICATE ID  
PAPJH011504

**MATRIX**  
**EDUCATIONAL**  
**SYSTEMS**

HEREBY RECOGNIZES

**PHILIP J. HOURICAN**

FOR SUCCESSFULLY  
FULFILLING THE REQUIREMENTS OF:

**THE**  
**CERTIFIED ASSET**  
**RECOVERY SPECIALIST**  
**NATIONAL CERTIFICATION PROGRAM**



PRESIDENT



EXECUTIVE DIRECTOR

THIS 15TH DAY OF JANUARY, 2004

STATE OF FLORIDA LICENSE NUMBER RS95-00001



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**CERTIFICATE OF INSURANCE**

**Certificate Issued to:**

This is to certify that Policy Number **05787061** issued in the name of:

Premier Finance Adjusters  
150 W Pittsburgh St  
Delmont, PA 15626

Is in force on the date hereof, as follows:

**Kind of Insurance:** Workers' Compensation and Employers Liability  
**Policy Period:** **Effective: 02/01/2011 at 12:01 AM**  
**Expiration: 02/01/2012 at 12:01 AM**

**Limits of Liability:** Workers' Compensation Insurance fully complies with the provisions of the Pennsylvania Workers' Compensation Act and the Pennsylvania Occupational Disease Act as re-enacted.

**Employers Liability Insurance:**

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Each Employee
Bodily Injury by Disease	\$500,000	Policy Limit

**Job/Site Memo:** Certificate covers only Pennsylvania Employees.

**Description of Work Covered:**

0819 MOBILE EQUIPMENT SALESPERSON 0953 OFFICE  
0954 AUTOMOBILE REPOSSESSING

Coverage includes all operations incidental to the business of the insured for Pennsylvania employees only and includes Pennsylvania employees whose duties require them to go beyond the territorial limits of the Commonwealth as provided by Section 305.2 of Pennsylvania Workers' Compensation Act as amended.

**30-Day Cancellation Clause:** In accordance with the procedures for cancellation, the State Workers' Insurance Fund will endeavor to give 30 days notice before the cancellation becomes effective. However, the policyholder may cancel forthwith without prior notice to SWIF.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Shady Oak Enterprises, INC      D.B.A</b>	
Business name/disregarded entity name, if different from above <b>Premier Finance Adjusters</b>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
<input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>5875 Washington Ave</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Export, PA 15632</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
2	5	-	1	8	7	2	9	0	3

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>12/12/2011</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

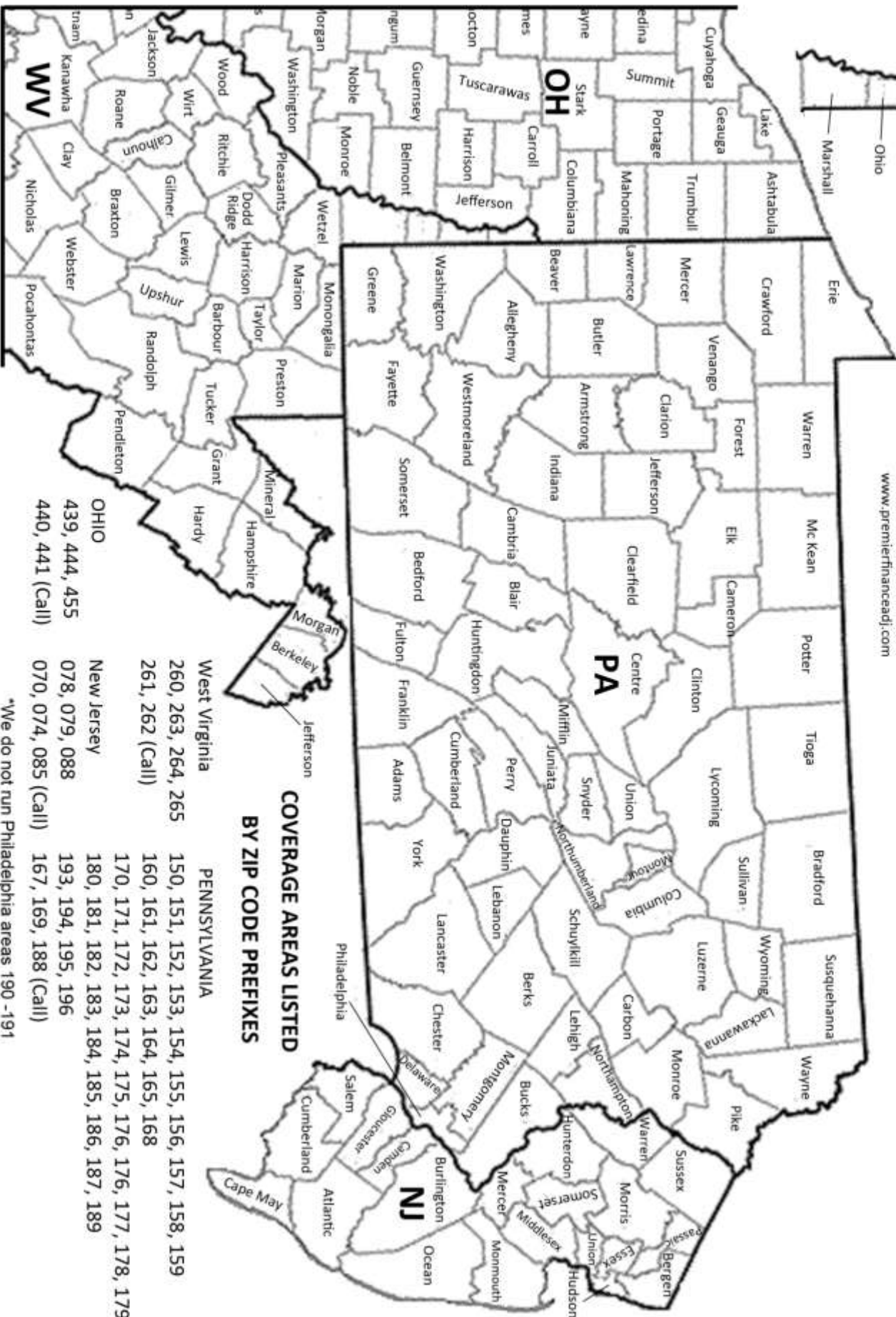
**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

West Virginia Pan Handle  
 Hancock  
 Brooke  
 Ohio  
 Marshall

# Premier Finance Adjusters Coverage Map

Branch Offices: Warren, OH Mount Morris, PA Duncansville, PA Harrisburg, PA Sunbury, PA Quakertown, PA East Stroudsburg, PA  
 Headquarters: 150 West Pittsburgh Street, Delmont, PA 15626

Toll Free: 800-882-3092 Phone: 724-468-4343 Fax: 724-468-4344  
[www.premierfinanceadj.com](http://www.premierfinanceadj.com)



## COVERED AREAS LISTED BY ZIP CODE PREFIXES

West Virginia	PENNSYLVANIA
260, 263, 264, 265	150, 151, 152, 153, 154, 155, 156, 157, 158, 159
261, 262 (Call)	160, 161, 162, 163, 164, 165, 168
	170, 171, 172, 173, 174, 175, 176, 177, 178, 179
	180, 181, 182, 183, 184, 185, 186, 187, 189
	193, 194, 195, 196
OHIO	
439, 444, 455	
078, 079, 088	
440, 441 (Call)	
070, 074, 085 (Call)	167, 169, 188 (Call)

\*We do not run Philadelphia areas 190 -191  
 To see if we run an area, simply compare the first three digits of the zipcode you wish us to run with the list above.

# AUTHORIZATION AND HOLD HARMLESS

**BORROWER INFORMATION**

Date Assigned: \_\_\_\_\_

Company Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Debtor: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

POE: \_\_\_\_\_ Phone #: \_\_\_\_\_  VERIFIED

Address: \_\_\_\_\_

Co-debtor: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

POE: \_\_\_\_\_ Phone #: \_\_\_\_\_  VERIFIED

Address: \_\_\_\_\_

**COLLATERAL INFORMATION**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

VIN #: \_\_\_\_\_ Key Code: \_\_\_\_\_

Color: \_\_\_\_\_ License Plate: \_\_\_\_\_ State: \_\_\_\_\_

**ACCOUNT INFORMATION**

Unpaid Balance: \_\_\_\_\_ Amount Past Due: \_\_\_\_\_

Payment Amount: \_\_\_\_\_ Next Payment Due: \_\_\_\_\_

**COMMENTS**     INVOLUNTARY     VOLUNTARY     FIELD VISIT

\_\_\_\_\_

\_\_\_\_\_

This is your authorization to act as our agent to collect and/or repossess on sight, the above collateral which is covered by contract. You are not to reassign if no longer in your service area, unless approved. Report findings and send detailed report with invoice. We agree to indemnify and save you harmless from and against any and all claims, including court costs, reasonable attorney fees and other expense of litigation, except for unauthorized acts of your firm. This indemnification is granted as considered for your acting as our agent. It is agreed that this contract is executed within your state and that the laws of your state shall be applicable. When there are two states acknowledge and keep us fully informed.

**CLIENT INFORMATION**    Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Billing address: \_\_\_\_\_

Authorization Signature (Required): \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS.**

Shady Oak Enterprises/dba Premier Finance Adjusters  
150 WEST PITTSBURGH STREET, DELMONT, PA 15626  
724-468-4343 FAX: 724-468-4344  
TOLL FREE: 800-882-3092  
VISIT US ON THE WEB: [www.premierfinanceadj.com](http://www.premierfinanceadj.com)