

# Vehicle Service Contract

PURCHASER	VEHICLE INFORMATION
Purchaser's Name _____	Vehicle Identification Number _____ # Cylinders _____
Co-Purchaser's Name _____	Year _____ Make _____ Model _____
Address _____	Odometer Reading _____
City _____ State _____ Zip Code _____	Check if <b>vehicle</b> is: <input type="checkbox"/> Diesel Powered <input type="checkbox"/> Turbo/Super Charged <input type="checkbox"/> 4WD/AWD
Email Address _____	

SELLER	PAYMENT PLAN PROVIDER
Name _____	Name _____
Address _____	
City _____ State _____ Zip Code _____	

SERVICE CONTRACT INFORMATION			
Date of Sale _____	Purchase Price _____	Deductible _____	<b>Contract Options:</b> <input type="checkbox"/> Ride Share Vehicle  <input type="checkbox"/> Deductible Waiver - The deductible is waived if covered repairs are performed by the <b>seller</b> .
Plan _____ USED		Coverage: _____ Comprehensive	
Contract Term _____	Expiration Date: _____	Expiration Mileage: _____	
_____/_____ Months / Miles	12:01 A.M.		
<p><b>Your contract</b> will expire on the Expiration Date or Expiration Mileage stated above, whichever occurs first, plus thirty (30) days. The Expiration Date is determined by adding the months of the <b>contract term</b> to the Date of Sale. The Expiration Mileage is determined by adding the mileage of the <b>contract term</b> to the <b>vehicle</b> Odometer Reading on the Date of Sale, plus one thousand (1,000) miles.</p> <p><b>Waiting Period:</b> No coverage will be provided during the first thirty (30) days and 1,000 miles from the Date of Sale. (See Definitions Section - Waiting Period)</p> <p><b>Limit of Liability:</b> \$15,000.00 The total of all benefits paid for each repair visit is limited to the actual cash value of <b>your vehicle</b> at the time of loss. The total of all benefits paid during the <b>term</b> of this <b>contract</b> shall not exceed the Limit of Liability. (See Other Important Items - Limit of Liability)</p>			

ACKNOWLEDGMENT			
<p><b>The purchase of a service contract is not required in order to purchase, register or obtain financing for any vehicle. This service contract is not an insurance contract and is not subject to insurance laws.</b></p> <p><b>Your signature below on this contract confirms your acknowledgment that the Odometer Reading you provided, as stated above is accurate as of the service contract Date of Sale, and that you have reviewed the coverage you selected to purchase and have read, understand and agree with the contract terms and conditions, what is not covered, how to file a claim, your vehicle maintenance requirements, any state changes that may apply, and all other contract provisions as provided.</b></p> <p><b>Further, to the best of your knowledge, your vehicle is free of any defects or mechanical failures on the contract Date of Sale, you understand that this contract is subject to a waiting period, and that coverage will not be provided for any vehicle pre-existing conditions, or if the condition occurs, or is reported during the contract waiting period.</b></p> <p><b>Washington Residents:</b> By initialing you acknowledge you have read and understand the following important provisions in this contract: Term (time and mileage limitations), Coverage, Your Vehicle Maintenance Requirements, Claim Procedure, What Is Not Covered, Cancellation of Contract and Implied Warranty of Merchantability.</p>			
Purchaser's Signature _____	Telephone Number _____	Date _____	
Co-Purchaser's Signature _____	Telephone Number _____	Date _____	
Seller's Authorized Representative Signature _____	Telephone Number _____	Date _____	

**Administrator/Obligor/Provider:**  
**UNIVERSAL UNDERWRITERS SERVICE CORPORATION**  
 UUSC Service Company in California and New York - Vehicle Dealer Solutions Inc. in Florida  
 7045 College Boulevard, Overland Park, KS 66211  
 Customer Service (888) 835-5063 - Claims (800) 643-9059

## VEHICLE SERVICE CONTRACT COVERAGE

### Definitions

**Contract:** Your vehicle service contract that is between you and us.

**Covered Failure:** The failure of a covered part because of a mechanical defect or faulty workmanship by the manufacturer which renders the covered part incapable of performing the function for which it was designed. It also includes the failure of a covered part due to a gradual reduction in operating performance as a result of normal wear and tear.

**Deductible:** The amount to be paid by you per repair visit for a covered failure(s). If a deductible is not indicated, a \$100 deductible will apply.

**Hybrid/Electric Vehicle (EV) Battery Pack:** The Hybrid/Electric vehicle's high voltage rechargeable battery, originally installed by the manufacturer.

**Pre-existing Condition:** means any covered failure not otherwise excluded under this contract that exists or occurs at anytime prior to the contract Date of Sale. **All pre-existing conditions are excluded from coverage under this contract.**

**Seller:** The entity identified as SELLER on the front page of this contract.

**Term:** Time starts on the contract Date of Sale, and mileage starts from the vehicle Odometer Reading on the contract Date of Sale. The Expiration Date is determined by adding the months of the Term as shown in the SERVICE CONTRACT INFORMATION section, plus thirty (30) days to the contract Date of Sale. The Expiration Mileage is shown in the SERVICE CONTRACT INFORMATION section, and is determined by adding the Term miles to the vehicle Odometer Reading on the contract Date of Sale, plus one thousand (1,000) miles. Your contract will expire on Expiration Date, or when the Expiration Miles is reached, whichever occurs first. This contract will automatically terminate when you sell your vehicle unless it is properly transferred or canceled as described in this contract.

**Vehicle:** The vehicle identified in the Vehicle Information section on the front page of this contract.

**Waiting Period:** This contract is subject to a waiting period of thirty (30) days and one thousand (1,000) miles as shown in the SERVICE CONTRACT INFORMATION section. Coverage starts upon expiration of the waiting period. Mechanical breakdowns or failures that occur or are reported during the waiting period will not be covered under this contract.

**We/Us/Our:** The administrator, service contract provider and obligor of this contract is Universal Underwriters Service Corporation, dba: UUSC Service Company in California and New York, and Vehicle Dealer Solutions, Inc. in Florida.

**You/Your:** The purchaser of the contract, or an authorized transferee when this contract is properly transferred as described within the Transfer of Contract section.

### Coverage

The coverage that you have selected is shown on the front page of this contract. Coverage applies only to the parts listed under the coverage you selected, and to related labor, but not if they are covered by insurance or the manufacturer's warranty. If a covered failure occurs, we will repair or replace the covered part(s), or we will pay an authorized repair facility reasonable and customary charges to do so, not to exceed manufacturer's suggested retail price for covered parts, and specific labor times published in Motor, Chilton, Mitchell or the manufacturer's warranty labor time standards, subject to the deductible, any applicable waiting period, and the other provisions of this contract. Reimbursement may be made directly to you for an authorized claim. **Replacements will be made with parts of like kind and quality (including any new, re-manufactured, exchanged, or serviceable used components or parts at our option).**

#### Comprehensive Coverage:

In the event of a covered failure, we will repair or replace all failed parts of your vehicle except those listed under What is Not Covered of this contract. This includes coverage for the Hybrid/EV Battery Pack originally installed by the manufacturer on your vehicle. Hybrid/EV Battery Pack replacement will follow the manufacturer's allowable capacity guidelines in determining the repair or replacement of the Hybrid/EV Battery Pack.

### Contract Options

**Ride Share Vehicle Option:** If this option is selected, you have elected to purchase coverage that permits you to use your vehicle in a ride share or transportation network (e.g. Uber, Lyft). What is Not Covered, 2. B. is deleted and replaced with the following: This contract does not provide coverage if your vehicle is used for commercial hauling, delivery or limousine service.

**Deductible Waiver Option:** If this option is selected, the deductible will be waived if you return to the seller for covered repairs. If covered repairs are performed by a repair facility other than the seller, the deductible stated on the front of this contract will apply.

### Additional Program Benefits

**Rental Car Reimbursement:** In the event of a covered failure under this contract or the manufacturer's warranty, we will reimburse you for the expense actually incurred for the rental of a substitute vehicle through a licensed rental agency during the repair. Reimbursement shall not exceed \$40 per day for a maximum of 10 days or until your vehicle is repaired, whichever occurs first.

**Towing and Emergency Roadside Service:** If your vehicle is in need of emergency roadside service, you must call the 24-hour toll free number at (800) 831-6870 for service. The following benefits are subject to a maximum benefit of \$100 per occurrence: towing, jump starts, flat tire changes (using your inflated spare), delivery of an emergency supply of fuel, oil, lubricants, fluid or coolant, lockout service (key cutting is not included). Any towing or emergency roadside service not initiated through the 24-hour toll free number at (800) 831-6870 is limited to a maximum benefit of \$50 per occurrence, and valid receipts will be required for reimbursement.

**Trip Interruption Reimbursement:** If a covered failure under this contract or the manufacturer's warranty causes your vehicle to become inoperable and you are required to remain overnight while repairs are completed more than 100 miles from your home, we will reimburse you for restaurant and hotel/motel expenses actually incurred during the period repairs are being made. The allowance for meals and lodging is \$250 per day for a maximum of 3 days or the period of time that it took to repair your vehicle, whichever is less, not to exceed \$750 for each covered repair visit. The date of the covered failure is considered the first day of the 3 day period. Valid receipts for meals and lodging and a copy of the corresponding repair order will be required for reimbursement.

### Vehicle Maintenance Requirements

**Maintenance expenses are your responsibility.** Whenever possible, it is recommended you return to the dealership where you purchased your vehicle for maintenance services. In order to maintain valid contract coverage, you must have your vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in your vehicle's Owner's Manual. You must retain all copies of verifiable receipts and repair orders for maintenance services. These copies must indicate customer name, repair order number and date, vehicle identification number, odometer reading at time of service and a complete description of the service performed including required parts and materials. You may be required to provide evidence of all maintenance services. **Failure to provide proof of services performed may result in denial of coverage.**

### Claim Procedure / Pre-Authorization

1. Use reasonable means to protect your vehicle from further damage in order to prevent additional expenses, repairs or complete denial of the claim. You will be responsible to pay any such additional expenses;
2. Whenever possible, return your vehicle to the dealership where you purchased your vehicle. If this is not possible and you need assistance, call us toll free at (800) 643-9059;
3. Authorize any charges necessary to determine the cause of failure including disassembly and diagnostic charges. You will be required to pay the expense

- of the disassembly and diagnosis if the failed component is not covered by **your contract**, or is due to lack of maintenance or a **pre-existing condition**;
4. Permit an independent inspection before repairs are completed if **we** request an inspection;
  5. Obtain or instruct the repair facility to obtain a repair authorization number from **us** before any repair is made. A repair authorization can be obtained from **us** by calling toll free at (800) 643-9059. Should an emergency occur which requires a **covered failure** repair be made at a time when **our** office is closed, **you** must call **us** no later than the next business day to determine if such repair will be covered by the **contract**. If covered, **you** will be eligible for reimbursement on covered repairs provided **you** follow all other procedures outlined in this section;
  6. Submit or have the repair facility submit to **us** the invoice/repair order exhibiting the authorized repair has been completed;
  7. Pay **deductible**, if applicable, and any non-covered expenses.

## What is Not Covered

### 1. This contract does not provide coverage for:

- A. Any part not specifically listed as covered under the coverage you selected, including but not limited to any of the following parts: Glass, lenses, sealed beams, light bulbs, wheels, wheel covers, tires, interior trim, moldings, bright metal parts, sheet metal, flexible body parts, weather strips, upholstery, convertible and/or vinyl top, paint, catalytic converter, exhaust system, brake rotors and drums, wiper blades, coolant hoses, shock absorbers, all batteries other than the Hybrid/EV Battery Pack installed by the manufacturer, throttle body assembly, spark/glow plugs, drive belts, brake pads, brake linings and shoes, manual clutch disc (automatically shifted manual transmission clutches are covered), home charging station, wall connector, mobile connector, all future connectors, and all related charging adapters;
- B. Repairs of water and air leaks, rattles, squeaks and wind noise; alignment of body parts, bumpers and glass;
- C. The normal maintenance services and parts required or recommended by your vehicle manufacturer and other normal maintenance services and parts which include, but are not limited to: engine tune up, suspension alignment and wheel balancing, Hybrid/EV Battery Pack recharging fees. Filters, lubricants, engine coolant, fluids and refrigerants will only be covered in connection with the repair of a covered failure;
- D. Hybrid/EV Battery Pack gradual capacity loss. Loss of Hybrid/EV Battery Pack capacity due to or resulting from gradual capacity loss is not covered under this contract unless it falls below your vehicle manufacturer's required capacity guidelines;
- E. Repairs or replacements covered by any insurance policy, repairer's/supplier's guarantee, service contract or manufacturer's or seller's warranty, even if coverage is revoked or denied for any reason, including manufacturer insolvency;
- F. Repairs, replacements or alterations made without prior authorization or without following the required claim procedure;
- G. Repair or replacement of any part due to a pre-existing condition, or if the condition occurs or is reported during the contract waiting period;
- H. A covered failure which does not occur during or is not reported to us within the term of your contract unless expiration of contract falls on a holiday or weekend, then the next business day will be acceptable;
- I. Repairs if the odometer has ceased to operate and odometer repairs have not been made as soon as reasonably possible, or the odometer has been altered, tampered with, disconnected, or in any way misrepresents the vehicle's actual mileage after you purchased your vehicle;
- J. Repairs or replacements of any parts or components that do not meet original manufacturer's specifications as installed at the time of original vehicle assembly;
- K. Any part(s) which has not sustained a covered failure, but which a repair facility recommends or requires be repaired or replaced in connection with the repair or replacement of a covered part(s). This includes any expense due to engineering upgrades or for repairs made solely to meet or maintain governmental emission standards;
- L. Storage charges, shop supplies, hazardous waste disposal fees, battery disposal fees, freight and/or delivery charges;
- M. Economic loss, including loss of time, inconvenience, or other incidental loss or damage that may result from a covered failure, except as may otherwise be provided as a benefit in this contract;
- N. Damages, loss or additional expense associated with delay or inconvenience caused by any supply chain interruption or part unavailability arising from any cause;
- O. Consequential loss or damage that is the result of a covered failure;
- P. Liability for damage to property, injury or death of any person arising out of the operation, maintenance, recycling or use of your vehicle or any of its parts, whether or not related to the parts covered herein;
- Q. Repairs or replacements made outside of the United States, United States territories and possessions or Canada;
- R. Diagnostic charges, cost of disassembly or cost of assembly if your repair is not covered or has been denied.

### 2. This contract does not provide coverage if your vehicle:

- A. Is equipped to plow snow, whether or not the plow blade is attached to your vehicle;
- B. Is used for commercial hauling, delivery, limousine service, ride share or transportation network (e.g. Uber, Lyft);
- C. Is used for hauling or towing in excess of the manufacturer's limitations and specifications;
- D. Is used for rental, racing, speed contest or other competition, police car, security vehicle, emergency vehicle, shuttle service, taxi or commercial towing;
- E. Has been declared a total loss or has been issued a salvage or branded title.

### 3. This contract does not provide coverage for damages caused by:

- A. Collision or impact, including collision caused by any autonomous or any assistive driver system failures or misuse, fire, theft or attempted theft, freezing, vandalism, malicious mischief, riot, civil commotion, explosion, lightning, water, flood, falling missiles or objects, or contributed to by foreign objects and/or the use of contaminated fuels, fluids, lubricants or refrigerants, and the resultant rust, corrosion or consequential damage, sludge or restricted oil flow;
- B. Misuse, alteration, abuse, negligence, or lack of proper maintenance or breakdowns caused by improper servicing or improper repairs, insufficient coolants or lubricants, rust and/or corrosion;
- C. A non-covered part;
- D. The direct result of modifications made after you purchased your vehicle which do not meet factory specifications, including electronic or software modifications;
- E. Ingestion of water through the air intake system commonly referred to as water ingestion;

## What is Not Covered

- F. A power surge or the failure to follow proper charging procedures or use of incompatible charging devices for your plug in hybrid/electric vehicle;
- G. Using your vehicle as a stationary power source.

## Transfer of Contract

If **you** are the first retail purchaser of this **contract**, **you** may transfer the remaining **contract** coverage to the next individual purchaser of the **vehicle**. The **contract** must be transferred within 30 days of **vehicle** ownership transfer or the **contract** will no longer be in force. The **contract** may not be transferred to another vehicle, dealer or broker. Transferred **contracts** are non-cancelable.

In order to transfer **your contract** **you** must provide **us** with the following:

1. A copy of the documentation evidencing change of title and odometer reading at time of transfer;
2. A completed transfer form. To obtain a transfer form, please call Customer Service at (888) 835-5063;
3. A check made payable to Universal Underwriters Service Corporation in the amount of \$50.

The new owner will retain copies of service records and receipts, evidencing the performed service required by the terms of this **contract**.

## Cancellation of Contract

**You** may cancel **your contract** at any time by providing written notice of cancellation to the **seller** or **us**. **Your** signed cancellation notice must specify **your vehicle** identification number (VIN), the reason for cancellation, effective date of cancellation and odometer reading on the cancellation effective date. The cancellation effective date may not be more than 30 days prior to the receipt of the cancellation notice. If canceled, **your contract** may not be repurchased or coverage reinstated on **your vehicle**.

**We** may cancel **your contract** for fraud, material misrepresentations or for non-payment of any portion of the **contract** Purchase Price. Providing an inaccurate odometer reading and/or stating that **your vehicle** is in good running condition when a pre-existing condition is known to exist on the **contract** Date of Sale shall be deemed a material misrepresentation by **you** to **us**, and will serve as grounds for **us** to cancel **your contract**. **We** will mail a written notice to **you** at **your** last known address contained in **our** records at least 15 days prior to cancellation by **us**. The notice shall state the effective date of the cancellation and the reason for cancellation.

If **your contract** is canceled, a portion of the **contract** Purchase Price will be refunded to **you** or a party authorized by **you**. **You** will receive a full refund if cancellation is within 30 days of the **contract** Date of Sale and **you** have not incurred a claim. **You** will receive a pro rata refund if cancellation is after 30 days of the **contract** Date of Sale, or **you** have incurred a claim. A pro rata refund is based on the lesser of days or miles remaining of the **contract** term, and less a \$75 cancellation fee.

Cancellation refunds for **contracts** that have not been completely paid for at the time of the cancellation may be fully or partially paid to the payment plan provider or other party responsible for collecting payment on **your contract** as listed on the schedule section of this **contract**.

## Important Items

**Addresses and Phone Numbers:** **You** may contact **us** with questions, to submit a cancellation notice or for help in filing a claim:

Customer Service - PO Box 7922, Shawnee Mission, KS 66207, (888) 835-5063, [usu.fi.customer.service@zurichna.com](mailto:usu.fi.customer.service@zurichna.com)

Claims - PO Box 7943, Shawnee Mission, KS 66207, (800) 643-9059.

**Insurance Company Obligation:** This **contract** is insured under a service contract reimbursement insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. In the event **your** claim is not paid or the requested performance is not made within 60 days, **you** may file a claim directly with Universal Underwriters Insurance Company. In the event **your** cancellation refund is not paid within 60 days, **you** may submit the cancellation refund request directly to Universal Underwriters Insurance Company. In the event **we** become insolvent or financially impaired, **you** may file a claim or submit a cancellation request directly with Universal Underwriters Insurance Company.

**Limit of Liability:** The total of all benefits paid or payable for each repair visit is limited to the actual cash value of **your vehicle** not considering loss of value due to a **covered failure**, less **deductible**, if applicable. Actual cash value is determined by Kelley Blue Book®, National Auto Dealer Association Guide or other nationally recognized source, based upon region. The total of all benefits paid or payable during the **term** of this **contract** shall not exceed the Limit of Liability amount shown in the **SERVICE CONTRACT INFORMATION** section. In the event the total of all benefits paid or payable during the **contract term** reaches the Limit of Liability, the **contract term** expires and no refund will be available.

**Renewal:** **Your contract** is nonrenewable.

**Subrogation:** In the event coverage is provided under this **contract**, **we** shall be subrogated to the rights **you** may have to recover against any person or organization arising out of any safety defect or mechanical breakdown, as well as out of any order, judgment, consent decree or other settlement; and **you** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. **You** shall do nothing to prejudice those rights. Further, after **you** have been fully indemnified for any loss sustained under the terms of this **contract**, all amounts recovered by **you** for which **you** have received benefits under this **contract** shall belong to, and be paid to **us** up to the amount of benefits paid under this **contract**.

**Terms of Contract Conformed to Statute:** Terms of this **contract** which are in conflict with the statutes of the state in which this **contract** was signed are hereby amended to conform to the minimum standards of those statutes.

## State Changes

The following **State Changes** apply to **your contract**:

### Alabama:

**Cancellation of Contract** the following is changed: **Your** cancellation fee is \$25.

**Cancellation of Contract** the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by **us**.

### Arizona:

**What is Not Covered** item 3. **B.** is replaced with: **B. Misuse, alteration, abuse, negligence, or lack of proper maintenance or breakdowns caused by improper servicing or improper repairs, insufficient coolants or lubricants, rust and/or corrosion, while owned by You;**

**Cancellation of Contract** the second paragraph is replaced with: **We** may not cancel this **contract** except for: fraud and material misrepresentations when committed by **you**, or for non-payment of any portion of the **contract** Purchase Price. Providing an inaccurate odometer reading and/or stating that **your vehicle** is in good running condition when a pre-existing condition is known to exist on the **contract** Date of Sale shall be deemed a material misrepresentation by **you** to **us**, and will serve as grounds for **us** to cancel **your contract**. **We** or **our** representatives may not cancel or void this **contract** for reasons which are within the knowledge and/or control of **us** or the **seller** including, but not limited to: 1) the odometer has been tampered with prior to purchase; 2) misrepresentation by **us** or the **seller**; 3) acts or omissions by **us**, the **seller** or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner. **We** will mail a written notice to **you** at **your** last known address contained in **our** records at least 15 days prior to cancellation by **us**. The notice shall state the effective date of the cancellation and the reason for cancellation. If **we** cancel **your contract**, no cancellation fee will apply.

**Cancellation of Contract**, the third paragraph, the following is changed: **Your** cancellation fee is \$75 or ten percent (10%) of the **contract** Purchase Price paid by **you**, whichever is less.

### Arkansas:

**Cancellation of Contract** the following is changed: **Your** cancellation fee is \$50.

### California:

**SERVICE CONTRACT INFORMATION** **Waiting Period** section is replaced with the following: **Waiting Period: No coverage will be provided during the first thirty (30) days from the Date of Sale.**

The following definitions are replaced:

**Covered Failure:** The failure of a covered part because of an operational or structural failure due to a defect in materials or workmanship by the manufacturer which renders the covered part incapable of performing the function for which it was designed. It also includes the failure of a covered part due to a gradual reduction in operating performance as a result of normal wear and tear.

**Waiting Period:** This **contract** is subject to a waiting period of thirty (30) days as shown in the **SERVICE CONTRACT**.

**We/Us/Our** refers to UUSC Service Company, license number OC17302.

The **Coverage and Comprehensive Coverage** sections are replaced by the following:

#### Comprehensive Coverage:

The coverage is shown on the front page of this contract. Coverage applies to all failed parts of your vehicle, and to related labor, but not if they are covered by insurance or the manufacturer's warranty. In the event of a covered failure, we will repair or replace all failed parts of your vehicle except those listed under the **What is Not Covered** section of this contract, or we will pay an authorized repair facility reasonable and customary charges to do so, not to exceed manufacturer's suggested retail price for covered parts, and specific labor times published in Motor, Chilton, Mitchell or the manufacturer's warranty labor time standards, subject to the deductible, and the other provisions of this contract. This includes coverage for the Hybrid/EV Battery Pack originally installed by the manufacturer on your vehicle. Hybrid/EV Battery Pack replacement will follow the manufacturer's allowable capacity guidelines in determining the repair or replacement of the Hybrid/EV Battery Pack.

Reimbursement may be made directly to **you** for an authorized claim. Replacements will be made with parts of like kind and quality (including any new, re-manufactured, exchanged, or serviceable used components or parts at our option).

**Additional Program Benefits**, are replaced with the following:

**Rental Car Reimbursement:** If a covered failure under this contract causes your vehicle to become inoperable, we will reimburse you for the expense actually incurred for the rental of a substitute vehicle through a licensed rental agency during the repair. Reimbursement shall not exceed \$40 per day for a maximum of 10 days or until your vehicle is repaired, whichever occurs first.

**Towing and Emergency Roadside Service:** If a covered failure under this contract causes your vehicle to become inoperable and your vehicle is in need of emergency roadside service, you must call the 24-hour toll free number at (800) 831-6870 for service. The following benefits are subject to a maximum benefit of \$100 per occurrence: towing, jump starts, flat tire changes (using your inflated spare), delivery of an emergency supply of fuel, oil, fluid or coolant, lockout service (key cutting is not included). Any towing or emergency roadside service not initiated through the 24-hour toll free number at (800) 831-6870 is limited to a maximum benefit of \$50 per occurrence, and valid receipts will be required for reimbursement.

**Trip Interruption Reimbursement:** If a covered failure under this contract causes your vehicle to become inoperable and you are required to remain overnight while repairs are completed more than 100 miles from your home, we will reimburse you for restaurant and hotel/motel expenses actually incurred during the period repairs are being made. The allowance for meals and lodging is \$250 per day for a maximum of 3 days or the period of time that it took to repair your vehicle, whichever is less, not to exceed \$750 for each covered repair visit. The date of the covered failure is considered the first day of the 3 day period. Valid receipts for meals and lodging and a copy of the corresponding repair order will be required for reimbursement.

**Vehicle Maintenance Requirements** is replaced with the following: **Maintenance expenses are your responsibility. Whenever possible, it is recommended you return to the dealership where you purchased your vehicle for maintenance services. In order to maintain valid contract coverage, you must have your vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in your vehicle's Owner's Manual. You must retain all copies of verifiable receipts and repair orders for maintenance services. These copies must indicate customer name, repair order number and date, vehicle identification number, odometer reading at time of service and a complete description of the service performed including required parts and materials. You may be required to provide evidence of all maintenance services. Coverage will not be denied based solely on your failure to provide maintenance/service records to our satisfaction.**

**Claim Procedure / Pre-Authorization** is replaced with the following:

1. Use reasonable means to protect your vehicle from further damage in order to prevent additional expenses, repairs or complete denial of the claim. You will be responsible to pay any such additional expenses;
2. Whenever possible, return your vehicle to the dealership where you purchased your vehicle. If this is not possible and you need assistance, call us toll free at (800) 643-9059;
3. Authorize any charges necessary to determine the cause of failure including disassembly and diagnostic charges. You will be required to pay the expense of the disassembly and diagnosis if the failed component is not covered by your contract;

4. Permit an independent inspection before repairs are completed if we request an inspection;
5. Obtain or instruct the repair facility to obtain a repair authorization number from us before any repair is made. A repair authorization can be obtained from us by calling toll free at (800) 643-9059. Should an emergency occur which requires a covered failure repair be made at a time when our office is closed, you must call us no later than the next business day to determine if such repair will be covered by the contract. If covered, you will be eligible for reimbursement on covered repairs provided you follow all other procedures outlined in this section;
6. Submit or have the repair facility submit to us the invoice/repair order exhibiting the authorized repair has been completed;
7. Pay deductible, if applicable, and any non-covered expenses.

**Cancellation of Contract** is replaced with the following: **You** may cancel **your contract** by providing written notice of cancellation to the **seller** or **us**. **Your** signed cancellation notice must specify **your vehicle** identification number (VIN), the effective date of cancellation and odometer reading on the cancellation effective date. The cancellation effective date may not be more than 30 days prior to the receipt of the cancellation notice. If canceled, **your contract** may not be repurchased or coverage reinstated on **your vehicle**.

**We** may only cancel **your contract** for fraud, material misrepresentations or for non-payment of the **contract** Purchase Price. If **we** cancel within the first 60 days of the **contract** Date of Sale, and **you** have not incurred a claim, **we** will provide a full refund of the **contract** Purchase Price. Notice of cancellation will be mailed to **your** last known address contained in **our** records and will be postmarked before the 61st day after the **contract** Date of Sale. The notice shall state the effective date of the cancellation and the specific grounds for cancellation. If **we** cancel after 60 days of **contract** Date of Sale, or **you** have incurred a claim, **you** will receive a pro rata refund of the **contract** Purchase Price. A pro rata refund is based on the lesser of days or miles remaining of the **contract** term. **We** will mail a written notice to **you** at **your** last known address contained in **our** records. The notice shall state the effective date of the cancellation and the specific grounds for cancellation. If **we** cancel **your contract** no cancellation fee will apply. Any refund owed will be paid or credited within 30 days from the effective date of cancellation. The **contract** will cease to be valid no less than 5 days after the postmark date of the notice.

If **your contract** is canceled, a portion of the **contract** Purchase Price will be refunded to **you** or a party authorized by **you**. **You** will receive a full refund if cancellation is within 60 days of the **contract** Date of Sale and **you** have not incurred a claim. **You** will receive a pro rata refund if cancellation is after 60 days of the **contract** Date of Sale, or **you** have incurred a claim. A pro rata refund is based on the lesser of days or miles remaining of the **contract** term. No cancellation fee will apply during the first 60 days. After 60 days, a \$25 cancellation fee or 10% of the unearned pro rata **contract** Purchase Price, whichever is less, will apply. Should the cancellation fee exceed the refund amount, no refund is due to **you**. If canceled, **your contract** may not be repurchased or coverage reinstated on **your vehicle**. Cancellation refunds for **contracts** that have not been completely paid for at the time of the cancellation may be fully or partially paid to the payment plan provider or other party responsible for collecting payment on **your contract** as listed on the schedule section of this **contract**.

**We** will cover claims reported prior to the effective date of cancellation if the claim is reported according to the guidelines within this **contract**. A claim is deemed reported by **you** when **you** have contacted **us** or the **seller** and advised of the claim as indicated in the Claim Procedure / Pre-Authorization section.

**Important Items, Subrogation** is replaced with the following: **In the event coverage is provided under this contract, we shall be subrogated to the rights you may have to recover against any person or organization.**

**Important Items** the following is added: **Performance to you under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is: Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov). Any pre-existing condition will not be covered by this contract.**

**Limit of Liability** is replaced with the following: **The total of all benefits paid or payable for each repair visit is limited to the actual cash value of your vehicle not considering loss of value due to a covered failure, less deductible, if applicable. Actual cash value is determined by Kelley Blue Book®, National Auto Dealer Association Guide or other nationally recognized source retail value, based upon region. The total of all benefits paid or payable during the term of this contract shall not exceed the Limit of Liability amount shown in the SERVICE CONTRACT INFORMATION section. In the event the total of all benefits paid or payable during the contract term reaches the Limit of Liability, the contract term expires and no refund will be available.**

#### Colorado:

This **contract** is insured by Universal Underwriters Insurance Company by policy number 18-1 issued to Universal Underwriters Service Corporation.

#### Connecticut:

**Term** the following statement is added: **If you incur a covered failure prior to the expiration of your contract and if the contract is for less than 12 months, the contract will be extended while your vehicle is being repaired.**

**Cancellation of Contract** the following is added: **You have the right to cancel your contract if you return the vehicle or if the vehicle is sold, lost, stolen or destroyed.**

**Important Items** the following is added: **Resolution of Disputes:** Every reasonable effort will be made to resolve disputes over the terms of this **contract**. In the event that **we** cannot reach agreement, **you** may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall contain a short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and the results of such attempts. **Your** complaint must state the purchase or lease price of the covered **vehicle**, the cost of repair of the item and include a copy of **your contract**. The complaint shall be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, ATTN: Consumer Affairs.

#### District of Columbia:

**Cancellation of Contract** the second paragraph is replaced with: **We** may only cancel **your contract** for fraud, material misrepresentations, substantial breach of duties by **you** relating to the **vehicle** or its use, or for non-payment of the **contract** Purchase Price. **We** will mail a written notice to **you** at **your** last known address contained in **our** records at least 15 days prior to the effective date of cancellation by **us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is non-payment of the **contract** Purchase Price, a material misrepresentation by **you** to **us**, or a substantial breach of duties by **you** relating to the **vehicle** or its use. If the **contract** is canceled by **us** for any reason other than non-payment of the **contract** Purchase Price, **we** shall refund 100% of the unearned pro rata **contract** Purchase Price. The fee charged for cancellation by **us** shall not exceed \$75 or 10% of the **contract** Purchase Price, whichever is less.

**Cancellation of Contract** the third paragraph is replaced with: **If your contract is canceled, a portion of the contract Purchase Price will be refunded to you or a party authorized by you. You will receive a full refund if cancellation is within 30 days of the contract Date of Sale and you have not incurred a claim. You will receive a pro rata refund if cancellation is after 30 days of the contract Date of Sale, or you have incurred a claim. A pro rata refund is based on the lesser of days or miles remaining of the contract term, less a \$75 cancellation fee or 10% of the contract Purchase Price, whichever is less. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by us.**

#### Florida:

**We/Us/Our** refers to Vehicle Dealer Solutions, Inc., license number 60132.

**Transfer of Contract** is replaced in its entirety: **You have the right to transfer this contract.**

You may transfer the remaining contract coverage to the next individual purchaser of the vehicle. The contract must be transferred within 30 days of vehicle ownership transfer or the contract will no longer be in force. The contract may not be transferred to a dealer or broker. This contract may not be transferred to another vehicle.

In order to transfer your contract you must provide us with the following:

1. A copy of the documentation evidencing change of title and odometer reading at time of transfer;
2. A completed transfer form. To obtain a transfer form, please call Customer Service at (888) 835-5063;
3. A check made payable to Vehicle Dealer Solutions in the amount of \$40.

The new owner will retain copies of service records and receipts, evidencing the performed service required by the terms of this contract.

**Cancellation of Contract** the following is changed: You will receive a full refund if cancellation is within 60 days of the **contract** Date of Sale whether or not you have incurred a claim. No cancellation fee will apply during the first 60 days. You will receive a pro rata refund if cancellation is after 60 days of the **contract** Date of Sale. A pro rata refund is based on the lesser of days or miles remaining of the **contract term**.

**Cancellation of Contract** the following is changed: Your cancellation fee is \$75 or 10% of the **contract** Purchase Price paid by you, whichever is less.

**Notice to Consumer: DISCLOSURE: The rate charged for this contract is not subject to the regulation by the Office of Insurance Regulation of the Financial Services Commission of the State of Florida.**

#### Georgia:

**What is Not Covered** item 1. F. is replaced with: **F. Repairs, replacements or alterations made by you or with your knowledge without prior authorization or without following the required claim procedure;**

**What is Not Covered** item 1. G. is replaced with: **G. Repair or replacement of any part due to a condition that existed prior to the purchase of your contract that was known to you;**

**What is Not Covered** item 3. A. is replaced with: **A. Collision or impact, including collision caused by any autonomous or any assistive driver system failures or misuse, fire, theft or attempted theft, freezing, vandalism, malicious mischief, riot, civil commotion, explosion, lightning, water, flood, falling missiles or objects, or contributed to by foreign objects and/or the use of contaminated fuels, fluids, lubricants or refrigerants, and the resultant rust, corrosion or consequential damage, or restricted oil flow;**

**Cancellation of Contract** the second and third paragraphs are replaced by: **We may only cancel your contract for fraud, material misrepresentations or for nonpayment of the contract Purchase Price. If your contract is canceled, we will mail a written notice to you at your last known address contained in our records no less than 30 days in advance of the cancellation. The notice shall state the effective date of the cancellation and the reason for cancellation. You will receive a refund/credit of 100% of the unearned pro rata contract Purchase Price. If we cancel your contract no cancellation fee will apply. Any refund owed will be paid or credited no more than 30 days from the effective date of cancellation.**

If your contract is canceled, a portion of the **contract** Purchase Price will be refunded to you or a party authorized by you. You will receive a full refund of the **contract** Purchase Price if cancellation is within 30 days of the **contract** Date of Sale. You will receive 100% of the unearned pro rata **contract** Purchase Price if cancellation is after 30 days of the **contract** Date of Sale. A pro rata refund is based on the number of days remaining of the **contract term**. No cancellation fee will apply during the first 30 days. After 30 days, a \$75 cancellation fee or 10% of the unearned pro rata **contract** Purchase Price, whichever is less, will apply. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by us. If canceled, your contract may not be repurchased or coverage reinstated on your vehicle.

#### Hawaii:

**Cancellation of Contract** the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by us.

#### Idaho:

**Cancellation of Contract** the following is changed: Your cancellation fee is \$50.

**Important Items** the following has been added: Coverage afforded under this **contract** is not guaranteed by the Idaho Guaranty Association.

#### Illinois:

**Cancellation of Contract** the following is changed: Your cancellation fee is \$50 or ten percent (10%) of the **contract** Purchase Price paid by you, whichever is less.

#### Indiana:

**Important Items** the following is added: Proof of payment for this **contract** to us constitutes proof of payment to Universal Underwriters Insurance Company for this **contract**.

**Important Items** is amended to include the following: **"This service contract is not insurance and is not subject to Indiana insurance law."**

#### Iowa:

**Cancellation of Contract** the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 30 days after notice of cancellation is received by us. Your cancellation fee is \$75 or ten percent (10%) of the **contract** Purchase Price paid by you, whichever is less.

**Important Items** the following is added: Your signature in the Acknowledgment section on the front page of this **contract** is confirmation that you understand, acknowledge and authorize that repairs of covered mechanical failures can be made with parts of like kind and quality (including any new, re-manufactured, exchanged, or serviceable used components or parts) at our option, as previously stated in the Coverage section of this **contract**.

**FOR IOWA RESIDENTS ONLY:** Should you have questions or problems with this **contract**, you may contact the Iowa Insurance Division, "Attention: Commissioner of Insurance" 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738.

#### Louisiana:

**Cancellation of Contract** the following is changed: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by us.

**Important Items** the following is added: This **contract** is not an insurance contract. This motor vehicle service **contract** is not regulated by the Department of Insurance. Any concerns or complaints regarding the motor vehicle service **contract** may be directed to the Louisiana Attorney General.

#### Maine:

**Cancellation of Contract** paragraph 4 is replaced with the following: If your **contract** is canceled, a portion of the **contract** Purchase Price will be refunded to you or a party authorized by you. You will receive a full refund and any sales tax refund required pursuant to state law if cancellation is within 30 days of the **contract** Date of Sale and you have not incurred a claim. You will receive a pro rata refund if cancellation is after 30 days of the **contract** Date of Sale, or you have incurred a claim. A pro rata refund is based on the lesser of days or miles remaining of the **contract term**, and less a \$75 cancellation fee or ten percent (10%) of the **contract** Purchase Price paid by you, whichever is less. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by us.

#### Maryland:

**Term** the following statement is added: If the Provider fails to perform its duties under this **contract**, the Contract Term shall be extended for the period until performance has been satisfactorily completed in accordance with the terms of this **contract**.

**Cancellation of Contract** the following is added: If we do not pay or credit any refund owed within 45 days after you cancel this **contract**, a penalty

in the amount of 10% of the **contract** Purchase Price paid by **you** for each month the refund remains unpaid shall be added to the refund.

**Important Items** is amended to include the following: In the event of a dispute with the Provider/Obligor of this **contract**, **you** may contact the Provider/Obligor directly for a reasonable opportunity to informally settle the dispute per Maryland Commercial Law Article 14-407(a)(2).

**Massachusetts:**

**Important Items** the following is added: **NOTICE TO CUSTOMER: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES THAT ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

**Minnesota:**

**Cancellation of Contract** the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by **us**.

**Important Items** the following is added: **IMPORTANT:** If a separate express warranty is provided to **you** by the dealer for no charge as required by Minnesota Statute 325. F.662, Sale of Used Motor Vehicles; some of the coverages under this service **contract** may not apply until the express warranty expires. See the express warranty and/or Minnesota Statute 325. F.662 for specific terms and conditions.

**Mississippi:**

**Cancellation of Contract.** the following is changed: **Your** cancellation fee is \$75 or 10% of the **contract** Purchase Price, whichever is less.

**Cancellation of Contract.** the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the **contract** to **us**.

**Important Items** the following is added: This product is provided by an individual member company of Zurich in North America; it is not provided or sponsored by the manufacturer or distributor.

**Missouri:**

**Cancellation of Contract** the third paragraph is replaced with:

If **your contract** is canceled, a portion of the **contract** Purchase Price will be refunded or credited to **you** or a party authorized by **you**. **You** will receive a full refund if cancellation is within 30 days of the **contract** Date of Sale. **You** will receive a pro rata refund if cancellation is after 30 days of the **contract** Date of Sale. A pro rata refund is based on the lesser of days or miles remaining of the **contract term**, less a \$50 cancellation fee. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by **us**. If **you** cancel this **contract**, **we** will provide written confirmation notice within 45 days of the date of cancellation. If canceled, **your contract** may not be repurchased or coverage reinstated on **your vehicle**.

**Nevada:**

**Definitions, Waiting Period** is replaced with: **WAITING PERIOD: THIS CONTRACT IS SUBJECT TO A WAITING PERIOD OF THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES AS SHOWN IN THE SERVICE CONTRACT INFORMATION SECTION. COVERAGE STARTS UPON EXPIRATION OF THE WAITING PERIOD. MECHANICAL BREAKDOWNS OR FAILURES THAT OCCUR OR ARE REPORTED DURING THE WAITING PERIOD WILL NOT BE COVERED UNDER THIS CONTRACT.**

**Coverage** the following is added: This **contract** provides coverage that is in excess over other applicable coverage by **any insurance policy, repairer's/supplier's guarantee, service contract or manufacturer's or seller's warranty**.

**What is Not Covered, 1. D.** is deleted.

**Transfer of Contract** the following is changed: **Your** transfer fee is \$25.

**Cancellation of Contract** the second paragraph is replaced with: **We** may cancel this **contract** for any reason within the first 70 days of **our** receipt and provide a full refund of the **contract** Purchase Price. No service **contract** that has been in effect for at least 70 days may be canceled by **us** before the expiration of the **contract term** or 1 year after the Date of Sale of the **contract**, whichever occurs first, except on any of the following grounds: a) non-payment by **you** of the **contract** Purchase Price; b) **your** conviction of a crime which results in an increase in the service required under this **contract**; c) discovery of fraud or material misrepresentation **you** in obtaining this **contract**, or in presenting a claim for service thereunder; d) discovery of: 1) an act or omission **you**; or 2) a violation by **you** of any condition of the service **contract**, which occurred after the Date of Sale of this **contract** and which substantially and materially increases the service required under this **contract**; or e) a material change in the nature or extent of the required service or repair which occurs after the Date of Sale of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **contract** was issued or sold. **We** will mail a written notice to **you** at **your** last known address contained in **our** records at least 15 days prior to cancellation by **us**. The notice shall state the effective date of the cancellation and the reason for cancellation. **You** will receive a pro rata refund if **we** cancel after 70 days of the **contract** Date of Sale. A pro rata refund is based on the lesser of days or miles remaining of the **contract term**. If **we** cancel **your contract** no cancellation fee will apply. Any refund owed will be paid or credited no more than 30 days from the effective date of cancellation.

**Cancellation of Contract** the third paragraph is replaced with: If **you** cancel **your contract**, a portion of the **contract** Purchase Price will be refunded to **you** or a party authorized by **you**. **You** will receive a full refund if cancellation is within 30 days of the **contract** Date of Sale and **you** have not incurred a claim. **You** will receive a pro rata refund if cancellation is after 30 days of the **contract** Date of Sale, or **you** have incurred a claim. A pro rata refund is based on the lesser of days or miles remaining of the **contract term**, and less a \$25 cancellation fee. A ten percent (10%) penalty per each 30 day period or portion thereof shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by **us**.

**Important Information:** If **you** are not satisfied with the manner in which the provider is handling the claim on **your contract**, **you** may contact the Commissioner at the Division of Insurance's toll-free telephone number: (888) 872-3234.

**New Hampshire: VEH760BX-NH (08/22)**

**Cancellation of Contract**, the third paragraph, the following is changed: **Your** cancellation fee is \$75 or ten percent (10%) of the **contract** Purchase Price paid by **you**, whichever is less.

**Important items** the following is added: In the event **you** do not receive satisfaction under this **contract**, **you** may contact the New Hampshire Insurance Department, 21 S Fruit Street, Suite 14, Concord, NH 03301, phone (603) 271-1406.

**New Jersey:**

**Cancellation of Contract** the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by **us**.

**New Mexico:**

**Cancellation of Contract** is replaced in its entirety: **You** may cancel **your contract** at any time by providing written notice of cancellation to the **seller** or **us**. **Your** signed cancellation notice must specify **your vehicle** identification number (VIN), the reason for cancellation, effective date of cancellation and odometer reading on the cancellation effective date. The cancellation effective date may not be more than 90 days prior to the receipt of the cancellation notice. If **you** cancel **your contract**, any refund owed will be paid or credited no more than 30 days from the date **we** or the **seller** receives notice of the request. If canceled, **your contract** may not be repurchased or coverage reinstated on **your vehicle**.

**We** may cancel this **contract** for any reason within the first 70 days of **our** receipt and provide a full refund of the **contract** Purchase Price. No service **contract** that has been in effect for at least 70 days may be canceled by **us** before the expiration of the **contract term** or one year after the Date of Sale of the



**contract**, whichever occurs first, except when due to any of the following grounds: a) non-payment of the **contract** Purchase Price; b) **your** conviction of a crime that results in an increase in the service required under this **contract**; c) discovery of fraud or material misrepresentation by **you** in obtaining this **contract** or in presenting a claim for service thereunder; or d) discovery of either of the following if it occurred after the Date of Sale of this **contract** and substantially and materially increased the service required under this **contract**: 1) an act or omission by **you**; or 2) a violation by **you** of any condition of this **contract**. **We** will mail a written notice to **you** at **your** last known address contained in **our** records at least 15 days prior to cancellation by **us**. The notice shall state the effective date of the cancellation and the reason for cancellation. **You** will receive a pro rata refund if **we** cancel after 70 days of the **contract** Date of Sale. A pro rata refund is based on the lesser of days or miles remaining of the **contract** term. If **we** cancel **your contract** no cancellation fee will apply. Any refund owed will be paid or credited no more than 30 days from the effective date of cancellation.

If **you** cancel **your contract**, a portion of the **contract** Purchase Price will be refunded to **you** or a party authorized by **you**. **You** will receive a full refund if cancellation is within 30 days of the **contract** Date of Sale and **you** have not incurred a claim. **You** will receive a pro rata refund if cancellation is after 30 days of the **contract** Date of Sale, or **you** have incurred a claim. A pro rata refund is based on the lesser of days or miles remaining of the **contract** term. No cancellation fee will apply during the first 30 days. After 30 days, a \$75 cancellation fee or 10% of the **contract** Purchase Price, whichever is less, will apply. A 10% penalty per each 30 day period or portion thereof shall be added to a refund that is not paid or credited within 60 days after notice of cancellation is received by **us**.

Cancellation refunds for **contracts** that have not been completely paid for at the time of the cancellation may be fully or partially paid to the payment plan provider or other party responsible for collecting payment on **your contract** as listed on the schedule section of this **contract**.

**Important Items** the following is added: The final **contract** Purchase Price will be determined prior to presentation to consumer for signature.

**Important Items / Insurance Company Obligations** is replaced with:

This **service contract** is insured by Universal Underwriters Insurance Company. If the **service contract** provider fails to pay **you** or otherwise provide **you** with the covered service within 60 days of **your** submission of a valid claim, **you** may submit **your** claim to Universal Underwriters Insurance Company at (800) 515-5988, 7045 College Boulevard, Overland Park, KS 66211.

If **you** have any concerns regarding the handling of **your** claim, **you** may contact the Office of Superintendent of Insurance at 1-855-427-5674.

#### New York:

**We/Us/Our** refers to UUSC Service Company.

**Cancellation of Contract** the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 30 days after notice of cancellation is received by **us**.

#### North Carolina:

**Cancellation of Contract** the following is changed: **Your** cancellation fee is \$75 or ten percent (10%) of the pro rata refund amount, whichever is less.

#### Oklahoma:

**Definitions, We/Us/Our** the following is added: Oklahoma license number is 44197997.

**Cancellation of Contract** paragraph 2 is replaced with the following: 2. **We** may only cancel **your contract** for fraud, material misrepresentations or for non-payment of the **contract** Purchase Price. **We** will mail a written notice to **you** at **your** last known address contained in **our** records at least 15 days prior to the effective date of cancellation by **us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required for non-payment of **contract** Purchase Price. If **we** cancel **your contract** no cancellation fee will apply. Any refund owed will be paid or credited no more than 30 days from the effective date of cancellation.

**Cancellation of Contract** the following is changed: **Your** cancellation fee is \$75 or ten percent (10%) of the unearned pro rata **contract** Purchase Price, whichever is less.

**Important Items** the following is added: **Disclosure Statement:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

**Important Items** the following is added: This is not an insurance contract. Coverage afforded under this **contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.

**Important Items** the following is added: Towing and Emergency Roadside Service benefits are provided by Safe Driver Motor Club, Inc., 333 City Boulevard W. 17<sup>th</sup> Floor, Orange, CA, 92868, (877) 723-3915.

#### Oregon:

**Cancellation of Contract** the following is added: The seller from whom this **contract** was purchased is responsible for **your** refund.

#### South Carolina:

**Cancellation of Contract** the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by **us**.

**Important Items** the following is added: In the event of a dispute with the provider of this **contract**, **you** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

#### Texas:

**Definitions, We/Us/Our** is replaced with: Universal Underwriters Service Corporation, the provider, obligor, and administrator of this **contract**. License number 111.

**Cancellation of Contract** the first paragraph is amended to include the following: The right to cancel within this **contract** applies only the original purchaser of the **contract** and is not transferable.

**Cancellation of Contract** the second paragraph is amended to include the following: If **we** cancel **your contract**, no cancellation fee will apply.

**Cancellation of Contract** the third paragraph is replaced with: If **your contract** is canceled, a portion of the **contract** Purchase Price will be refunded to **you** or a party authorized by **you**. **You** will receive a full refund if cancellation is within 30 days of the **contract** Date of Sale whether or not **you** have incurred a claim. **You** will receive a pro rata refund if cancellation is after 30 days of the **contract** Date of Sale. A pro rata refund is based on the lesser of days or miles remaining of the **contract** term, and less a \$50 cancellation fee. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by **us**.

**Important Items, Insurance Company Obligation** the following is added: **You** may apply for reimbursement directly to the insurer, Universal Underwriters Insurance Company, if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which the **contract** was returned. To contact Universal Underwriters Insurance Company, **you** may write to 7045 College Boulevard, Overland Park, Kansas 66211 or call toll free to (888) 835-5063.

**Important Items** the following is added: **Other Information:** All unresolved complaints concerning **Us** or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, (800) 803-9202.

#### Utah:

**ACKNOWLEDGMENT** section, the first sentence is replaced with: **Purchase of this product is optional and is not required in order to finance, lease, or purchase a motor vehicle.**

**Claim Procedure / Pre-Authorization**, the following is added: **Your** failure to notify **us** as required by the **contract** within the time specified does not invalidate **your** claim if **you** show **us** that it was not reasonably possible to notify **us** within the prescribed time and that notice was given to **us** as soon as

reasonably possible.

**Cancellation of Contract** paragraph 2 is replaced with: **We** may cancel **your contract** at any time if the **contract** Purchase Price is not paid when due by giving 10 days written notice by certified mail. If **your contract** has been in effect for less than 60 days, **we** may cancel by giving 10 days written notice by certified mail. If **your contract** has been in effect for 60 days or more, **we** may cancel only for one or more of the following reasons: The **contract** was obtained through material misrepresentation; there has been a substantial change in the risks assumed, unless **we** should have foreseen the change or contemplated the risk when entering into the **contract**; **you** have committed substantial breaches of **your** contractual duties, conditions or warranties. **We** will provide a written notice by certified mail to **you** at **your** last known address contained in **our** records at least 30 days prior to cancellation by **us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Any refund owed will be paid or credited no more than 30 days from the effective date of cancellation.

**Important Items** the following is added: Payment options for this **contract** include cash full payment at the time of sale or by including the price with the financing of **your vehicle**.

**Important Items** the following is added: Coverage afforded under this **contract** is not guaranteed by the Property and Casualty Guaranty Association. This **contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

#### Virginia:

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

#### Washington:

**Cancellation of Contract** the second paragraph is amended to include the following: If we cancel, **we** will mail a written notice to **you** at **your** last known address contained in **our** records at least 21 days prior to cancellation by **us**. The notice shall state the effective date of the cancellation and the reason for the cancellation.

**Cancellation of Contract** the following is changed: **Your** cancellation fee is \$25.

**Cancellation of Contract** the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 30 days after notice of cancellation is received by **us**.

**Important Items, Insurance Company Obligation** the following is added: The service contract reimbursement insurance policy number is 64-2.

**Important Items** the following is added: **Civil Actions:** The State of Washington is the jurisdiction of any civil action in connection with this **contract**.

**Important Items** the following is added: **Implied Warranty of Merchantability:** **The Implied Warranty of Merchantability on the motor vehicle is not waived if this contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from the service contract seller/dealership who also sold the motor vehicle covered by this contract.**

**Important Items** the following is added: **Service of Suit:** **We** by law must designate the Commissioner of Insurance as the registered agent for service of process against **us** for any action, suit or proceedings within the State of Washington.

**Important Items** the following is added: **You** shall be notified within 60 days of the **contract** Date of Sale if **your vehicle** is ineligible for the coverage selected and the **contract** has been rescinded. In that case, a full refund of the **contract** Purchase Price will be made. A valid claim occurring prior to a determination of ineligibility will be processed according to the provisions of this **contract**.

#### Wisconsin:

**Cancellation of Contract** is replaced in its entirety with:

**You** may cancel **your contract** at any time by providing written notice of cancellation to the **seller** or **us**. **Your** signed cancellation notice must specify **your vehicle** identification number (VIN), the reason for cancellation, effective date of cancellation and odometer reading on the cancellation effective date. The cancellation effective date may not be more than 30 days prior to the receipt of the cancellation notice. **You** may cancel this **contract** in the event **your vehicle** is declared a total loss. No cancellation fee will be charged. If canceled, **your contract** may not be repurchased or coverage reinstated on **your vehicle**.

**We** may only cancel **your contract** non-payment of the **contract** Purchase Price, material misrepresentation by **you** to **us**, or substantial breach of duties by **you** relating to the **vehicle** or its use. Providing an inaccurate odometer reading and/or stating that **your vehicle** is in good running condition when a pre-existing condition is known to exist on the **contract** Date of Sale shall be deemed a material misrepresentation by **you** to **us**, and will serve as grounds for **us** to cancel **your contract**. **We** will mail a written notice to **you** at **your** last known address contained in **our** records at least 15 days prior to cancellation by **us**. The notice shall state the effective date of the cancellation and the reason for cancellation. If **we** cancel **your contract** no cancellation fee will apply. Any refund owed will be paid or credited no more than 30 days from the effective date of cancellation.

If **your contract** is canceled, a portion of the **contract** Purchase Price will be refunded to **you** or a party authorized by **you**. **You** will receive a full refund if cancellation is within 30 days of the **contract** Date of Sale and **you** have not incurred a claim. **You** will receive a pro rata refund if cancellation is after 30 days of the **contract** Date of Sale, or **you** have incurred a claim. A pro rata refund is based on the lesser of days or miles remaining of the **contract** term, and less a \$75 cancellation fee or ten percent (10%) of the **contract** Purchase Price, whichever is less. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by **us**.

Cancellation refunds for **contracts** that have not been completely paid for at the time of the cancellation may be fully or partially paid to the payment plan provider or other party responsible for collecting payment on **your contract** as listed on the schedule section of this **contract**.

**Important Items, Subrogation** the following is added: **We** acknowledge that **you** must be fully indemnified prior to **us** making any recovery pursuant to these subrogation provisions.

**Important Items** the following is added: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

#### Wyoming:

**Cancellation of Contract** the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after notice of cancellation is received by **us**.