

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 vehicle 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 _____
Plan _____	Coverage: _____	Contract Options: <input type="checkbox"/> Ride Share Vehicle <input type="checkbox"/> Deductible Waiver - The deductible is waived if covered repairs are performed by the seller .
Contract Term _____ / _____ Months / Miles	Expiration Date: _____ 12:01 A.M.	Expiration Mileage: _____
<p>Your contract 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 Contract Term to the Date of Sale. The Expiration Mileage is determined by adding the mileage of the Contract Term to the vehicle Odometer Reading on the Date of Sale, plus one thousand (1,000) miles.</p> <p>Waiting Period: 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>Limit of Liability: _____ The total of all benefits paid for each repair visit is limited to the actual cash value of your vehicle at the time of loss. The total of all benefits paid during the term of this contract shall not exceed the Limit of Liability. (See Other Important Items - Limit of Liability)</p>		

ACKNOWLEDGEMENT		
<p>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.</p> <p>Your signature below on this contract confirms your acknowledgement 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.</p> <p>Further, to the best of your knowledge, your vehicle is free of any defects or mechanical failures on the contract Date of Sale, and you understand that this contract is subject to a waiting period. Coverage will not be provided for any defects or mechanical failures that exist on the contract Date of Sale, or if the condition occurs, or is reported during the contract waiting period.</p>		
<p>Washington Residents: 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 _____ Co-Purchaser's Signature _____ Seller's Authorized Representative Signature _____	Telephone Number _____ Telephone Number _____ Telephone Number _____	Date _____ Date _____ 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.

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.

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 cancelled 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.

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).

Powertrain Coverage:

Engine: Gasoline engine: All internally lubricated parts contained within the engine block and cylinder head(s). Plus these non-internally lubricated parts: Water pump, fuel pump, valve covers, oil pan, dipstick and tube, timing belt, timing chain/belt cover, engine mounts, flywheel, ring gear, flex plate, harmonic balancer, belt tensioner and idler pulley(s), intake and exhaust manifolds. Factory installed supercharger/turbocharger. Cylinder head, engine block and rotor housings when damaged as a result of the failure of a covered internally lubricated part. Diesel engine: All of the above parts. Plus diesel fuel injection pump, fuel injectors, fuel lines.

Transmission: Automatic transmission: All internally lubricated parts contained within the transmission case. Plus these non-internally lubricated parts: Transmission mount(s), oil pan, dipstick and filler tube, vacuum modulator. Transmission case when damaged as a result of the failure of a covered internally lubricated part. Manual transmission including automatically shifted manual transmission: All internally lubricated parts contained within the transmission case. Plus these non-internally lubricated parts: Transmission mount(s) and automatically shifted manual transmission clutch. Transmission case when damaged as a result of the failure of a covered internally lubricated part.

Transfer Case: All internally lubricated parts contained within the transfer case, Plus these non-internally lubricated parts: Electronic and vacuum engagement parts, four wheel drive automatic/semi-automatic and manually operated hub assemblies. Transfer case housing when damaged as a result of the failure of a covered internally lubricated part.

Drive Axle: All internally lubricated parts contained within the Front and/or Rear Drive Axle Housing. Plus the following parts: Axle shafts, axle bearings, constant velocity joints and boots, universal joints, center support bearing. Final drive housing when damaged as a result of the failure of a covered internally lubricated part.

Fluids and filters: Coolant, fluids, lubricants and filters when required in connection with the repair or replacement of a covered part.

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, 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**;
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 including hybrid batteries, throttle body assembly, spark/glow plugs, drive belts, brake pads, brake linings and shoes, manual clutch disc (automatically shifted manual transmission clutches are covered);
 - 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. Filters, lubricants, engine coolant, fluids and refrigerants will only be covered in connection with the repair of a covered failure;
 - D. 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;
 - E. Repairs, replacements or alterations made without prior authorization or without following the required claim procedure;
 - F. Repair or replacement of any part due to a condition that existed prior to the purchase of your contract, or if the condition occurs or is reported during the contract waiting period;
 - G. 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;
 - H. 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;
 - I. 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;
 - J. 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;
 - K. Storage charges, shop supplies, hazardous waste disposal fees, freight and/or delivery charges;
 - L. 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;
 - M. Consequential loss or damage that is the result of a covered failure;
 - N. Repairs or replacements made outside of the United States, United States territories and possessions or Canada;
 - O. Diagnostic charges, cost of disassembly or cost of assembly if your repair is not covered or has been denied;
 - P. Normal powertrain wear and tear including but not limited to burnt valves, worn or carbon fouled piston rings, any covered failure resulting from a buildup of carbon, the correction of oil consumption or repairs for reduction in engine efficiency;
 - Q. Damage from freezing or overheating due to any cause, including resultant engine damage from overheating due to water pump failure.
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, 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 aftermarket modifications made after you purchased your vehicle which does not meet factory specifications;
- E. Ingestion of water through the air intake system commonly referred to as water ingestion;
- 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.

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 a 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 must 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** 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 cancelled, **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** charge. **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 cancelled, a portion of the **contract** charge 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

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**:

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.

DRAFT