## 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 at zero (0) miles. The Expiration Date is determined by adding the months of the Term as shown in the **SERVICE CONTRACT INFORMATION** section. The Expiration Mileage is shown in the **SERVICE CONTRACT INFORMATION** section, and is determined by adding the Term miles to zero (0) odometer reading. **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.**

**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,** 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;**
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;**
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, 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.