

VEHICLE SERVICE CONTRACT COVERAGE

Definitions

Contract: Your vehicle service contract. It is a contract between you and us.

Deductible: The amount to be paid by you for repair or replacement costs of a mechanical breakdown, per covered repair visit.

In-Service Date: (Applies to Manufacturer Certified Vehicle Upgrade Plans Only) This is the date the original manufacturer's warranty first went into effect. This is the date the vehicle was first registered as a new vehicle or first went into demonstrator service. This may or may not be the date you purchased your vehicle. If the in-service date is not provided or the incorrect in-service date is entered, January 1 of the vehicle model year shall be used as the in-service date to calculate term expiration.

Mechanical Breakdown: 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. If your vehicle's odometer reading is greater than 100,000 miles on the contract date of sale, then this does not include gradual reductions in operating performance due to wear and use.

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

Term: The period during which mechanical breakdown coverage applies. The term selected is shown on the front page of this contract. This contract will automatically terminate when you sell your vehicle unless it is properly transferred or cancelled as described in this contract.

New Vehicle Plans. The time and mileage limits of the term selected start on the contract date of sale and at zero (0) miles. The coverage expires when the length of time or accumulated mileage of the term is reached (12:01 a.m. local standard time), whichever occurs first.

We/Us/Our: UUSC Service Company, License number 0C17302, the service contract provider and obligor of this contract. You may contact us to have questions answered or to receive help in filing a claim under this contract at 7045 College Boulevard, Overland Park, Kansas 66211. Or call us toll-free at (888) 835-5063.

You/Your: The purchaser of the contract.

Vehicle: The vehicle identified on the front page of this 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 mechanical breakdown 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 list 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 new, re-manufactured, exchanged, or serviceable used components or parts at our option).

Comprehensive Coverage:

In the event of a mechanical breakdown, we will repair or replace all parts of your vehicle except those listed under What is Not Covered of this contract.

Comprehensive Coverage also includes all items listed in Additional Program Benefits.

Contract Options:

\$100 Disappearing Deductible Option:

If this option is selected and the additional contract charge paid, the \$100 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, a \$100 deductible will apply.

Footnotes:

- * Seals and gaskets coverage does not apply if your vehicle's odometer reading is greater than 100,000 miles on the contract date of sale.
- ** When damaged as a result of the failure of a covered internally lubricated part.
- *** When required in connection with the repair or replacement of a covered part.

Additional Program Benefits (applies to VSC coverage only)

Rental Car Coverage: (This benefit is not included with the Rental Plus Coverage)

In the event of a mechanical breakdown covered by 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, subject to the following provisions: our liability shall not (a) exceed \$30 per day for each eight (8) hours of approved labor time (or fraction of eight hours), nor (b) total more than \$180 for each covered repair visit. In computing the maximum \$180 reimbursement per repair visit, up to three (3) days of down time, required for parts procurement only, is reimbursable (we must be advised in advance of all such delays). Delays caused by repair facility scheduling do not qualify for rental benefits.

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), fluid delivery, lockout service (key cutting extra), concierge service (assistance with up to three phone calls - relatives, police, etc.). 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; valid receipts will be required for reimbursement.

Trip Interruption Coverage:

If a mechanical breakdown, covered by this contract or a manufacturer's warranty, causes your vehicle to become inoperable and you are required to remain overnight while repairs are completed more than one hundred (100) miles from your home, we will reimburse you for expenses actually incurred for meals (restaurants only) and lodging (hotel or motel only), during the period repairs are being made. The maximum daily allowance for meals and lodging combined is limited to \$100 per day for a maximum of three (3) days or the period of time that it took to repair your vehicle, whichever is less, and shall not exceed \$300 for each covered repair visit. The date of the mechanical breakdown shall be considered the first day of the three-day period. Valid receipts for meals and lodging and a copy of the corresponding repair order will be required for reimbursement.

Your Vehicle Maintenance Requirements

Maintenance expenses are your responsibility.

1. 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. NOTE: your Owner's Manual lists different servicing recommendations based upon your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to your conditions. Failure to follow the manufacturer's recommendations that apply to your specific conditions may result in the denial of coverage.
2. It is required that verifiable receipts be retained for the services. If you perform your own service, you must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and odometer reading when the services were performed.
3. If requested, furnish us with maintenance and/or service receipts as proof of your vehicle's regular maintenance during the contract term.

Your Duties in the Event of a Mechanical Breakdown

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. Return your vehicle to the Seller. If this is not possible, call us toll free at (800) 643-9059, for assistance;
3. Authorize any charges necessary to determine the cause of failure. This includes disassembly and diagnostic charges. You will be required to pay the expense of the disassembly and diagnosis if the mechanical breakdown is not covered by your contract;
4. Permit an independent inspection before repairs are completed if we request an inspection;
5. 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 mechanical breakdown 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 invoice/repair order exhibiting that the authorized repair has been completed to us;
7. Pay deductible, if applicable, and any non-covered expenses.

What is Not Covered (applies to VSC coverage only)

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, rust, physical damage, catalytic converter, exhaust system, brake rotors and drums, wiper blades, hoses, shock absorbers, batteries, carburetor, throttle body assembly, spark/glow plugs, drive belts, brake pads, brake linings and shoes, manual clutch disc;
 - 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 mechanical breakdown;
 - D. Repairs covered by any other insurance policy, service contract, written warranty or otherwise covered by a manufacturer's or a repairer's guarantee even if the coverage is revoked or denied for any reason;
 - E. Repairs, replacements or alterations not authorized by us;
 - F. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of your contract;
 - G. A mechanical breakdown 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 immediately, 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 are not installed by the vehicle manufacturer at the time of original vehicle assembly;
 - J. Any part(s) which has not sustained a mechanical breakdown, 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 incurred for procurement of replacement parts;
 - L. Economic loss, including loss of time, inconvenience, or other incidental loss or damage that may result from a mechanical breakdown (except as may otherwise be provided under Additional Program Benefits in this contract);
 - M. Consequential loss or damage that is the result of a mechanical breakdown;
 - N. Mechanical breakdowns that occur and/or repairs made outside of the United States of America or Canada.
 2. This contract does not provide coverage if your vehicle:
 - A. Has been modified to plow snow, whether the plow blade is attached to your vehicle or not;
 - B. Is used for business use by more than one driver on a regular basis, commercial towing or hauling, livery (except car pooling) or delivery;
 - C. Is used for hauling or towing in excess of the manufacturer's limitations and specifications;
 - D. Is used for rental, racing or other competition, as a taxi, police car, security vehicle or emergency vehicle.
 3. This contract does not provide coverage for repairs 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;
 - 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 do not meet factory specifications;
- If your vehicle's odometer reading is greater than 100,000 miles on the contract date of sale, then the following exclusions apply:
- E. Gradual reductions in drivetrain operating performance due to wear and use. This includes, but is not limited to, gradual loss of engine compression necessitating the repair of valves or piston rings and gradual increase of oil consumption due to normal operation;
 - F. Freezing or overheating due to any cause, including resultant engine damage from overheating due to water pump failure.

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. (No dealers or brokers.) Remaining coverage must be properly transferred within 30 days of vehicle ownership transfer or the contract will no longer be in force. Transferred contracts are non-cancelable.

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

1. Copies of the receipts for required maintenance and servicing of your vehicle;
2. A notarized copy of the documentation evidencing change of title and odometer reading at time of transfer;
3. Evidence that you transferred any remaining manufacturer's warranty;
4. A completed transfer form. To obtain a transfer form, please call Customer Service at (888) 835-5063;
5. A check made payable to UUSC Service Company in the amount of \$50.

Cancellation of Contract

1. You may cancel your contract by mailing or delivering written notice of cancellation to the seller or us. Your signed cancellation request must specify the reason for cancellation, the effective date of cancellation and if applicable, evidence that the lienholder has been paid in full. If the lienholder has not been paid in full, you will need to provide the lienholder's name, address and your account number.
 2. We may only cancel your contract for fraud, material misrepresentations, or for non-payment of the contract charge.
 3. If your contract is cancelled, a portion of the contract charge will be refunded to you or a party authorized by you to receive it for your account. 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. If cancellation is after 60 days of the contract date of sale, or you have incurred a claim, the amount of the refund will be prorated based on the lesser of days or miles remaining of the contract term, less a \$25 administration fee or 10% of the unearned pro-rata contract price, whichever is less.
 4. When financing is provided for your contract, you authorize your lienholder, as shown on the front page of this contract, to be named as payee on any refund check. Your lienholder will be sole payee with authorization to cancel your contract in the event your vehicle is a total loss or is repossessed.
- If cancelled, your contract may not be repurchased or coverage reinstated on your vehicle.

Important Items

Limit of Liability: 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 the mechanical breakdown of a covered part, less deductible, if applicable. The total of all benefits paid or payable during the term of this contract shall not exceed the purchase price paid for your vehicle.

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.

Insurance Company Obligation: 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 is made in the contract has been denied or has not been honored within 60 days the date proof of loss was filed. The name and address of the insurance company: Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. To do so, please call the toll free number; (800) 643-9059. If you are not satisfied with the insurance company's response, you may contact the California Department of insurance at (800) 927-4357.