# VEHICLE SERVICE CONTRACT REGISTRATION PAGE

## Contract Number:

Purchaser Information				Vehicle Information		
Name:			VIN:			
Address:			Year & Make:			
City, ST Zip:			Model:	Model:		
Phone:			Current Odometer:	Current Odometer:		
Email Address:			4-wheel drive:	Yes		
Sel	ler Information	l	Super / Turbo charger:	Yes		
Name:			Diesel:	Yes		
Address:			One ton:	Ves		
City, ST Zip:			Dual Rear Wheels:	Dual Rear Wheels: Yes		
Phone:			Lift Kit (Limited to 6"):			
Email Address:			Vehicle Purchase Date:			
Indicate Contract	⊖ Basic		O Major	O Select		
<u>Coverage</u> :	🔘 Premii	Im (Includes Seals	& Gaskets and High Te	ch Optional Coverages)		
Indicate Selected Options:		Wear & Tear:	☐ Yes	Seals & Gaskets: Ves		
		High Tech:	Yes	Commercial Use: Ves		
		Luxury Electronics P				
Deductible Options: \$200 * Yes		\$50 * Yes				
* If no Deductible option			tion is indicated, a stand	lard \$100 Deductible will automatically apply.		
Contract Purchase Date:			]			

Indicate Length of Protection:	Months:	Miles:
Lienholder Information:	Name:	
	Address:	

Failure To Follow The Manufacturer's Recommendations For Servicing Your Vehicle Will Result In The Denial Of Coverage. A listing of components not covered, conditions not covered, how to cancel Your Contract, Your right to a refund, Your responsibilities, maintenance requirements, and how to file a claim can be found in <u>Part III, General Provisions</u> within this service Contract.

## CONTRACT TERM AND PERIOD:

**Coverage** under this **Contract** begins on the **Contract** Purchase Date and will expire at the earlier of the time and/or mileage chosen. For **New Vehicle Plans**, the Length of Protection is measured in time from the **Contract** Purchase Date and in mileage from zero (0) miles. For **Used Vehicle Plans**, the Length of Protection is measured in time and mileage from the **Contract** Purchase Date.

THE TERM OF **YOUR CONTRACT** MAY INCLUDE ALL OR PART OF THE TERM OF **YOUR** MANUFACTURER'S WARRANTY. THIS **CONTRACT** DOES NOT PROVIDE **COVERAGE** FOR PARTS OR SERVICES WHEN SUCH PARTS OR SERVICES ARE COVERED UNDER **YOUR** MANUFACTURER'S WARRANTY OR ANY OTHER WARRANTY.

<u>WASHINGTON DISCLOSURE</u> - As the purchaser, I agree that I have read and understood the following Contract provisions and implied warranty disclosures.

- Part III, General Provisions which advises You of Your rights and obligations relating to the following items.
  (1) Maintenance Services and Components Not Covered, (2) Conditions Not Covered, (6) To Cancel Your Contract, "Your right to a refund", (8) Your Responsibilities: (a) Maintenance Requirements, (b) Filing a Claim.
- The Coverages that this Contract provides are in Part II, Coverage; the Contract Term is under Part III, General Provisions (3) Contract Period.

#### States where applicable:

The implied warranty of merchantability on the motor vehicle is not waived if this **Contract** has been purchased within ninety days of the purchase date of the motor vehicle from a provider or service contract seller who also sold the motor vehicle covered by this **Contract**. I have read, understand, and agree (i) to the Conditions, **Coverage** and General Provisions of this **Contract** and (ii) this **Contract** is not an insurance policy or product warranty, implied or otherwise. I understand that the above information is subject to verification and that this **Contract** may be rejected by the **Administrator** if any of the above information is incorrect or if the **Vehicle** is ineligible for the **Coverage** or Length of Protection written as determined by the **Administrator**.

Purchaser Signature	Date	Contract Price	Signature of Seller Representative	Date
		\$		

The Administrator and Provider of this Contract is Universal Warranty Corporation, P.O. Box 542050, Omaha, NE 68154, 1-866-215-7080.

THIS CONTRACT IS INSURED - Our obligations under this Contract are guaranteed by an insurance policy issued by MIC General Insurance Corporation [Policy No. CL 2000 (7/00)], 300 Galleria Officentre, Suite 200, Southfield, MI 48034. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-215-7080 for instructions.

PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR OBTAIN VEHICLE FINANCING. IF THIS **CONTRACT** HAS BEEN FINANCED, ABOVE LIENHOLDER SHALL BE ENTITLED TO ANY REFUNDS RESULTING FROM CANCELLATION.

## PART I. DEFINITIONS

**Breakdown -** Means the total failure of a covered part to perform the function for which it was designed, due solely to defects in material or faulty workmanship and not as the result of wear and tear.

**Commercial Usage Coverage -** Means only those vehicles which are used in pickup and delivery (excluding taxi, limousine or shuttle), route work, (excluding mail and newspaper delivery), service or repair work, construction job site activities and hauling, which may be driven by non-related multiple drivers. Usage must not exceed manufacturer's ratings and/or limitations of **Your Vehicle. Commercial Usage Coverage is available on New vehicle plans only.** 

Contract - Means this Vehicle Service Contract, including the Registration Page.

Coverage - Means the protection You have selected, as shown on the Registration Page.

Deductible - Means the amount You are required to pay, as shown on the Registration Page, per repair visit, for covered repairs.

Seller - Means the business entity from whom You purchased this Contract.

Lubricated Part - Means a part that requires lubrication to perform its function.

New Vehicle Plan - Means a Contract with a Length of Protection of 48months/60,000miles or greater, as stated on the Registration Page

**Repair Facility** - Means a **Repair Facility** licensed and/or regulated by the state to perform repairs for profit. The **Repair Facility** must have a tax identification number where required.

**Used Vehicle Plan** - Means a **Contract** with a Length of Protection of 48months/48,000miles or less, as stated on the Registration Page.

We, Us, Our, Administrator - Means Universal Warranty Corporation who is obligated to perform under this Contract.

You, Your, I - Means the Purchaser shown on the Registration Page or the person to whom this Contract was properly transferred.

Your Vehicle - Means the vehicle which is described on the Registration Page.

## PART II. COVERAGE **KEY BENEFITS**

#### RENTAL

In the event of a Breakdown covered by this Contract, We will pay or reimburse You for receipted expenses to rent a replacement vehicle (from a licensed rental agency) for one (1) day (a) if Your Vehicle is required to be in a Repair Facility overnight, (b) if more than four (4) hours of labor are required to complete covered repairs, (c) if covered parts must be ordered, or (d) if an inspection of the **Breakdown** is necessary. An additional day of rental will be authorized for each additional four (4) hours of labor authorized by the **Administrator** to perform covered repairs. Upon verification of a covered repair by the **Administrator**, **Coverage** will be provided to **You**, up to a maximum of thirty-five dollars (\$35) per day for up to six (6) days for a maximum of two hundred ten dollars (\$210) for each repair visit. No **Deductible** will apply to this benefit. For service call: 1-866-215-7080.

#### TRIP INTERRUPTION

If a Breakdown covered by this Contract occurs more than one hundred (100) miles from Your home and prior to Your destination which results in a **Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** for unplanned receipted motel/hotel and restaurant expenses, up to a maximum of seventy-five dollars (\$75) per day for up to three (3) days for a maximum of two hundred twenty-five dollars (\$225) for each repair visit. No **Deductible** will apply to this benefit. To File a Claim call: 1-866-215-7080. LOST KEY / LOCKOUT

In the event the keys for Your Vehicle are lost, broken or accidentally locked in Your Vehicle, We will reimburse You for receipted expenses, up to a maximum of thirty-five dollars (\$35), for locksmith services. **Coverage** is limited to one (1) occurrence per 24-hour period. **Coverage** does not include keyless remote. No **Deductible** will apply to this benefit. **You** may contact a local Locksmith or if **You** require assistance, call: 1-866-215-7087. To file a claim for Lost Key / Lockout service, call: 1-866-215-7080

TOWING / ROADSIDE ASSISTANCE In the event of a covered Breakdown, We will pay or reimburse You for receipted towing or roadside assistance expenses, up to a maximum of one hundred dollars (\$100) per occurrence. Any payment shall be for actual charges in excess of any applicable reimbursement from the manufacturer or any other Coverage. Coverage is limited to one (1) occurrence per Breakdown. Coverage does not include tire repair. No Deductible will apply to this benefit. To arrange for towing service, ask the Repair Facility for assistance or call a local tow service provider. If You require assistance obtaining tow service, call: 1-866-215-7087. If You require assistance locating a Repair Facility, You may call the Administrator: 1-866-215-7080.

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## **BASIC, MAJOR, & SELECT COVERAGE:**

At Our election, We will reimburse You or a Repair Facility for the fair and usual cost to repair or replace any Breakdown of any part listed below, unless otherwise excluded under MAINTENANCE SERVICES AND COMPONENTS NOT COVERED, or CONDITIONS NOT COVERED sections of this Contract, less any applicable Deductible as shown on the Registration Page, in accordance with the GENERAL PROVISIONS of this Contract. Replacement parts may be new, remanufactured, non-original manufacturer's replacements, or of like kind and quality, as deemed appropriate by the Administrator.

- 1. <u>ENGINE</u> All internally Lubricated Parts contained within the Engine, plus the following: Oil Pump; Harmonic Balancer; Intake and Exhaust manifolds; Timing Belt; Turbocharger/Supercharger; Engine Mounts. Cylinder Block, Cylinder head(s), Oil Pan, Timing Chain Cover, and Valve Covers, are covered only if they are damaged by failure of a covered internally lubricated engine part.
- **TRANSMISSION & TRANSFER CASE** All internally Lubricated Parts contained within the Transmission (Automatic or Standard) and Transfer Case, plus the following: Torque Converter, Vacuum Modulator, Electronic Shift Control Unit, Transmission Mounts. Transmission Case, Oil Pan, and Transfer Case are covered only if they are damaged by failure of a covered internally lubricated Transmission or Transfer Case part.
- **DRIVE AXLE (Front and Rear)** All internally Lubricated Parts contained within the Drive Axle housing, plus the following: Locking Hubs; Drive Shafts; Center Support Bearings; Universal Joints; Constant Velocity Joints (except when damaged as a result of a torn or missing CV Boot). Drive Axle housing and Differential Cover are covered only if they are damaged by failure of a covered internally lubricated Drive Axle part. 3.

## BASIC COVERAGE (items 1 - 3 above)

- **STEERING** Steering Gear Box or Rack and Pinion Gear housing and all internally Lubricated Parts; Power Steering Pump; Steering Knuckles; Pitman Arm, Idler Arm, Tie Rod Ends; Drag Link; Upper and Lower Steering Column 4. Shafts and their Couplings.
- 5. <u>BRAKES</u> Non-ABS Master Cylinder; Vacuum Assist Booster; Disc Brake Caliper; Wheel Cylinders; Compensating Valve; Brake System Hydraulic Lines and Fittings.
- 6. <u>COOLING</u> Engine Cooling Fan and Motor; Water Pump; Fan Clutch; Radiator.
- 7. FUEL SYSTEM Fuel Delivery Pump; Fuel Injection Pump; Fuel Injectors; Fuel Tank; Metal Fuel Delivery Lines.

## MAJOR COVERAGE (items 1 - 7 above)

- **SUSPENSION (Front and Rear) -** Upper and Lower Control Arms; Control Arm Shafts and Bearings or Bushings; Upper and Lower Ball Joints; Radius Arm and Bushings; Torsion Bars and Mounts or Bushings; Stabilizer Bar, Links and Bushings; Spindle and Spindle Support; Wheel Bearings. 8.
- AIR CONDITIONING / HEATING Condenser; Compressor, Compressor Clutch and Pulley; Evaporator; Expansion Valve; Blower Motor; Heater Core. The following parts are also covered if required in connection with the repair of a covered part listed above: Accumulator/Receiver Dryer; and Orifice Tube.
- **ELECTRICAL** Alternator; Voltage Regulator; Starter Motor, Solenoid, and Drive; Engine Wiring Harness; Transmission Wiring Harness; Ignition Switch; Front and Rear Window Wiper Motor and Switch; Washer Pump and Switch; Headlamp Switch; Turn Signal Switch; Rear Defogger Switch; Heater/A.C. Blower Speed Switch; Manual Heater/A.C. Control Head; Power Window Motor and Switch; Power Door Lock Actuator and Switch. 10. <u>ELECTRICAL</u>

## SELECT COVERAGE (items 1 - 10 above)

## PREMIUM COVERAGE

At **Our** election, **We** will reimburse **You** or a **Repair Facility** for the fair and usual cost to repair or replace any **Breakdown** of any part on **Your Vehicle**, unless otherwise excluded under MAINTENANCE SERVICES AND COMPONENTS NOT COVERED, or CONDITIONS NOT COVERED sections of this **Contract**, less any applicable **Deductible** as shown on the Registration Page, in accordance with the GENERAL PROVISIONS of this **Contract**. Replacement parts may be new, remanufactured, non-original manufacturer's parts, or parts of like kind and quality, as deemed appropriate by the Administrator.

## PREMIUM COVERAGE (includes items 1- 10 above, Seals & Gaskets and High Tech)

SEALS & GASKETS - Leaking seals and gaskets for any covered part listed. Note: Minor loss or seepage of fluid is considered normal and does not qualify for Coverage.

HIGH TECH - Variable Dampening Suspension Compressor, Control Module, Actuator, Solenoid, Height Sensor, and Mode Selector Switch. Computerized Timing Control Unit; Ignition Control Module; Distributor; Ignition Coil; Oxygen Sensor; Knock Sensor; Camshaft and Crankshaft Angle Sensors. Automatic Climate Control Programmer; Electronic Instrument Cluster; Electronic Combination Entry System (Does Not Include Transmitters and Receivers for Remote Locks). Cruise Control Module, Transducer, Servo, Amplifier, and Engagement Switch; Power Seat Motor and Switch; Power Antenna Motor; Convertible Top Motor; Power Sunroof Motor; ABS Brake System Electronic Control Processor, ABS Master Cylinder, Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Pressure Modulator Valve/Isolation Dump Valve, and Accumulator.

WEAR AND TEAR - This option changes the definition of Breakdown to mean the inability of a covered part to function in normal service. Wear and Tear is optional Coverage which You have purchased. In Minnesota, this Coverage is automatically included in Your Contract

**LUXURY ELECTRONICS PACKAGE** - Coverage for all Luxury Electronics Package components is limited to factory installed base units This option covers a Breakdown for G.P.S / Navigation hardware; DVD players and LCD Screens; Satellite Radio; only. Backup/Reverse Sensors; Rearview Camera.

## PART III. GENERAL PROVISIONS

## 1. MAINTENANCE SERVICES AND COMPONENTS NOT COVERED

### FOR BASIC, MAJOR, & SELECT COVERAGE:

A. ANY PART NOT SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGE.

B. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE BUT ARE NOT LIMITED TO: ALIGNMENTS; ADJUSTMENTS; CLEANING; WHEEL BALANCING; TUNE-UPS; SPARK PLUGS; SPARK PLUG WIRES; GLOW PLUGS; HOSES, CLAMPS; DRIVE BELTS; TIMING BELTS (IF NOT REPLACED AT MANUFACTURER RECOMMENDED MAINTENANCE INTERVAL); BRAKE PADS; BRAKE LININGS/SHOES; DRAIN/FILL PLUGS; WIPER BLADES; REPAIRS TO CORRECT SQUEAKS; RATTLES OR WIND NOISE; SHOP SUPPLIES; ENVIRONMENTAL WASTE CHARGES; FREIGHT CHARGES; STORAGE CHARGES; ATTACHING NUTS; BOLTS, STUDS OR ATTACHING HARDWARE. (FLUIDS, LUBRICANTS, COOLANTS, REFRIGERANTS AND FILTERS WILL BE COVERED IF REPLACEMENT IS REQUIRED IN CONNECTION WITH A BREAKDOWN.)

### FOR PREMIUM COVERAGE:

A. ANY OF THE FOLLOWING PARTS: CARBURETOR; THROTTLE BODY; BATTERY, BATTERY CABLES; SHOCK ABSORBERS; STRUTS; MANUAL TRANSMISSION CLUTCH FRICTION CLUTCH DISC AND PRESSURE PLATE, THROW OUT BEARING, PILOT BEARING, MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; HOSES, CLAMPS, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; HEADLAMPS AND PROJECTION LAMP ASSEMBLIES; SEALED BEAMS; LIGHT BULBS; DEFROSTER GRIDS; FUSES; CIRCUIT BREAKERS; PHONES; TELEVISION/VCR; ELECTRONIC AND SATELLITE TRANSMITTING/RECEIVING DEVICES; BRAKE ROTORS AND DRUMS; EXHAUST SYSTEM; EVAPORATIVE AND EXHAUST EMISSION SYSTEMS; WEATHER STRIPS; TRIM; MOLDINGS; BRIGHT METAL; CHROME; UPHOLSTERY; CARPET; ZIPPERS; FASTENERS; CUP HOLDERS; ASHTRAYS; COMPACT DISCS (CD'S); DIGITAL VIDEO DISCS (DVD'S); DASH PAD AND VENTS; SQUEAKS AND RATTLES; WATER LEAKS; WIND NOISE; SEAT FRAME; SEAT FRAME RECLINER MECHANISM; PAINT; OUTSIDE ORNAMENTATION; INSIDE AND OUTSIDE DOOR HANDLES; MIRRORS; HINGES; LIFTGATE AND HOOD SUPPORTS; HUB CAPS/WHEEL COVERS; BUMPERS; BODY SHEET METAL AND PANELS; BODY PARTS; FRAME AND ENGINE CRADLES; BODY MOUNTS; BRACKETS; AND STRUCTURAL BODY PARTS; VINYL AND CONVERTIBLE TOPS; TIRES; WHEELS/RIMS; AND MECHANICAL ADJUSTMENTS; G.P.S/NAVIGATION HARDWARE, DVD PLAYERS AND LCD SCREENS, SATELLITE RADIO, BACKUP/REVERSE SENSORS, AND REARVIEW CAMERAS ARE NOT COVERED UNLESS YOU HAVE PURCHASED THE LUXURY ELECTRONICS PACKAGE.

B. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE BUT ARE NOT LIMITED TO: ALIGNMENTS; ADJUSTMENTS; CLEANING; WHEEL BALANCING; TUNE-UPS; SPARK PLUGS; SPARK PLUG WIRES; GLOW PLUGS; HOSES, CLAMPS; DRIVE BELTS; TIMING BELTS (IF NOT REPLACED AT MANUFACTURER RECOMMENDED MAINTENANCE INTERVAL); BRAKE PADS; BRAKE LININGS/SHOES; DRAIN/FILL PLUGS; WIPER BLADES; REPAIRS TO CORRECT SQUEAKS; RATTLES OR WIND NOISE; SHOP SUPPLIES; ENVIRONMENTAL WASTE CHARGES; FREIGHT CHARGES; STORAGE CHARGES; ATTACHING NUTS; BOLTS, STUDS OR ATTACHING HARDWARE. (FLUIDS, LUBRICANTS, COOLANTS, REFRIGERANTS AND FILTERS WILL BE COVERED IF REPLACEMENT IS REQUIRED IN CONNECTION WITH A BREAKDOWN.)

## 2. CONDITIONS NOT COVERED

A. ANY BREAKDOWN RESULTING FROM AN OUTSIDE FORCE INCLUDING, BUT NOT LIMITED TO: COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, INTRODUCTION OF FOREIGN OBJECTS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS, OR ANY HAZARD INSURABLE UNDER STANDARD PHYSICAL DAMAGE INSURANCE POLICIES REGARDLESS OF WHETHER SUCH INSURANCE IS IN FORCE, OR ANY CONSEQUENTIAL DAMAGE OR DIMINUTION IN VALUE RESULTING FROM THE FAILURE OF A COVERED OR NON-COVERED PART.

B. ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE. FOR EXAMPLE, SOME VEHICLE MANUFACTURERS REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS. FAILURE TO PERFORM SPECIFIED MAINTENANCE WILL RESULT IN CLAIM DENIAL.

C. ANY BREAKDOWN CAUSED BY SLUDGE AND/OR CARBON BUILD-UP OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED, INCLUDING FAILURE TO REPLACE LEAKING SEALS AND/OR GASKETS IN A TIMELY MANNER.

D. ANY BREAKDOWN CAUSED BY OVERHEATING, REGARDLESS OF THE CAUSE.

E. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF A BREAKDOWN HAS NOT OCCURRED, OR REPAIR OR REPLACEMENT OF PARTS IN CONNECTION WITH A COVERED REPAIR WHEN THOSE PARTS ARE NOT NECESSARY FOR THE COMPLETION OF THE COVERED REPAIR, OR WERE NOT DAMAGED BY THE FAILURE OF A COVERED PART. SUCH REPAIR OR REPLACEMENT IS CONSIDERED AN IMPROVEMENT TO YOUR VEHICLE AND IS NOT COVERED BY THIS CONTRACT.

F. ANY BREAKDOWN CAUSED BY NORMAL WEAR & TEAR, UNLESS YOU HAVE PURCHASED THE WEAR & TEAR OPTION, AS INDICATED ON THE REGISTRATION PAGE.

G. ANY REPAIR FOR THE PURPOSE OF CORRECTING ENGINE COMPRESSION OR OIL CONSUMPTION WHEN A BREAKDOWN HAS NOT OCCURRED. BURNT VALVES, VALVE GRINDING, STUCK OR CARBONED PISTON RINGS ARE NOT COVERED.

H. ANY BREAKDOWN IF ALTERATIONS NOT MEETING MANUFACTURER'S SPECIFICATIONS HAVE BEEN MADE TO YOUR VEHICLE, INCLUDING BUT NOT LIMITED TO, ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS ON VEHICLES IN EXCESS OF 6 INCHES, LIFT KITS ADDED AFTER CONTRACT PURCHASE DATE, OVERSIZED/UNDERSIZED TIRES (UNLESS THE TIRES ARE WITHIN 6 INCHES OF MANUFACTURER'S SPECIFICATIONS AND YOU HAVE PURCHASED THE LIFT KIT COVERAGE), EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS, OR ENGINE MODIFICATIONS. I. IF YOUR ODOMETER HAS CEASED TO OPERATE AND ODOMETER REPAIRS HAVE NOT BEEN MADE IMMEDIATELY, OR THE ODOMETER HAS BEEN ALTERED IN ANY WAY SINCE YOU HAVE HAD TITLE TO YOUR VEHICLE. (RECORDS OR DOCUMENTATION MAY BE REQUIRED IF THE ODOMETER IS REPLACED.)

J. FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF USE, TIME, PROFIT, INCONVENIENCE ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE DESCRIBED IN THIS CONTRACT WHETHER OR NOT RELATED TO THE COVERED PARTS.

## K. FOR PAINT OR BODY DAMAGE.

L. WHEN THE RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY, OR A REPAIRER'S GUARANTEE/WARRANTY, OR ANY WARRANTY FROM THE MANUFACTURER, OR IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY BY ANY MEANS, INCLUDING BUT NOT LIMITED TO, PUBLIC RECALLS OR FACTORY SERVICE BULLETINS; EVEN IF THE MANUFACTURER NO LONGER HONORS THEIR OWN WARRANTY.

M. ANY BREAKDOWN CAUSED BY TOWING A TRAILER, ANOTHER VEHICLE OR ANY OTHER OBJECT, UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS USE AS RECOMMENDED BY THE MANUFACTURER.

N. IF YOUR VEHICLE IS USED AS A COMMERCIAL VEHICLE OR IS USED FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE, DELIVERY, TOWING OR ROAD REPAIR OPERATIONS, CONSTRUCTION, JOB SITE ACTIVITIES, COMMERCIAL HAULING, POLICE OR EMERGENCY SERVICE, OFF-ROAD USE, RACING OR COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE WORK, SERVICE, OR REPAIR. IF YOU SELECTED COMMERCIAL USAGE COVERAGE, IT SHALL ONLY COVER THOSE COMMERCIAL USAGES AS SET FORTH WITHIN THE DEFINITIONS SECTION.

O. ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE CONTRACT PURCHASE DATE (PRE-EXISTING), OR IF THE INFORMATION PROVIDED BY YOU, OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.

P. FOR ANY BREAKDOWN THAT OCCURS AND/OR REPAIRS MADE OUTSIDE OF THE CONTINENTAL UNITED STATES, ALASKA, HAWAII AND CANADA.

Q. FOR ANY PART NOT COVERED OR EXCLUDED BY THE ORIGINAL VEHICLE MANUFACTURER'S WARRANTY, OR ANY MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE OWNERS MANUAL FOR YOUR VEHICLE.

R. REIMBURSEMENT DOES NOT INCLUDE DIMINUTION IN VALUE TO YOUR VEHICLE.

S. ANY BREAKDOWN IF THE MANUFACTURER'S WARRANTY ON YOUR VEHICLE HAS BEEN VOIDED.

## **3. CONTRACT PERIOD**

## **CONTRACT TERM AND PERIOD:**

Coverage under this Contract begins on the Contract Purchase Date and will expire at the earlier of the time and/or mileage chosen. For New Vehicle Plans, the Length of Protection is measured in time from the Contract Purchase Date and in mileage from zero (0) miles. For Used Vehicle Plans, the Length of Protection is measured in time and mileage from the Contract Purchase Date.

THE TERM OF YOUR CONTRACT MAY INCLUDE ALL OR PART OF THE TERM OF YOUR MANUFACTURER'S WARRANTY. THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR PARTS OR SERVICES WHEN SUCH PARTS OR SERVICES ARE COVERED UNDER YOUR MANUFACTURER'S WARRANTY OR ANY OTHER WARRANTY.

## **4. LIMIT OF LIABILITY**

The total of all benefits paid or payable while this **Contract** is in force shall not exceed the wholesale value of **Your Vehicle** at the time immediately prior to Breakdown, according to the current National Auto Dealers Association (NADA) Appraisal Guide.

## 5. TRANSFER OF YOUR CONTRACT

a. Your Contract may be transferable to someone to whom You sell or otherwise transfer Your Vehicle while this Contract is still in force. This Contract cannot be transferred if the title transfer of Your Vehicle passes through an entity other than the subsequent buyer, or Your Vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This Contract can only be transferred once and the transfer must be initiated by the original Contract holder.

b. To transfer, the following must be submitted to the Administrator within thirty (30) days of the change of ownership to a subsequent buyer:

- 1) A completed Transfer form
- 2) Name and Address of new owner, date of sale to new owner, current mileage; and
- 3) Fifty dollars (\$50) transfer fee made payable to the Administrator.

c. Any remaining manufacturer's warranty must also be transferred at the same time as vehicle ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work, which the new owner has performed, in accordance with the maintenance requirements of this Contract. If necessary, these documents will be verified by the Administrator.

## 6. TO CANCEL YOUR CONTRACT

a. You may cancel this Contract by contacting the Seller. An odometer statement indicating the odometer reading on the date of the request will be required.

b. We may cancel this Contract:

- 1) For nonpayment of the Contract charge;
- 2) For intentional misrepresentation in obtaining this Contract or in the submission of a claim; or
  3) If the manufacturer's warranty on Your Vehicle has been voided.

c. If Your Vehicle and this Contract have been financed, the lienholder shown on this Contract may cancel this Contract for non-payment or if Your Vehicle is declared a total loss or is repossessed.

d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less a fifty dollar (\$50) administration fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

## 7. OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

## a. Maintenance Requirements

## **8. YOUR RESPONSIBILITIES**

1. You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual.

NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. If You do not have an Owner's Manual, change engine oil and filter at six (6) month / five-thousand (5,000) mile intervals. Failure to follow the manufacturer's other recommendations that apply to Your specific conditions will result in denial of Coverage.

2. If applicable, replace the Engine Timing Belt at the intervals specified by the vehicle manufacturer.

3. It is required that verifiable receipts are retained for the service work. Or, 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 and a log showing the date and mileage when the services were performed. If You are unable to provide the required maintenance records and an inspection is necessary to verify that a covered Breakdown has occurred, the cost of the inspection will be Your responsibility.

## b. Filing A Claim

If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

- 1. Prevent further damage Take immediate action to prevent further damage. This Contract will not cover the damage caused by not securing a timely repair of the failed component or part
- 2. Take Your Vehicle to a Repair Facility If a Breakdown occurs and Your Vehicle has any remaining Manufacturer's Warranty, take Your Vehicle to an automobile dealership for the make of Your Vehicle. If you cannot take Your Vehicle to an automobile dealership, or if Your Manufacturer's Warranty has expired, take Your Vehicle to any Repair Facility. To arrange for towing service, ask the Repair Facility for assistance or call a local tow service provider. If You require assistance obtaining tow service, call: 1-866-215-7087. If You require assistance locating a Repair Facility, You may call the Administrator: 1-866-215-7080.
- 3. Provide evidence of Coverage Provide the Repair Facility with a copy of Your Contract and/or Your Contract number.
- 4. Administrator shall have the right to select the Repair Facility and shall have sole discretion regarding repairs to be made under this Contract in the event that any Repair Facility engaged to perform repairs contemplated by the Contract charges for parts and labor in excess of amounts published in industry manuals published by Motors, Mitchell, All Data and any other such manuals used by Administrator to determine reasonable costs of repair.
- 5. Obtain claim payment authorization from the Administrator Prior to any repair being made, instruct the Service Manager at the Repair Facility to contact the Administrator to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered except as provided for under Item 10 below, Emergency Repairs. The amount authorized by the Administrator is the maximum amount that will be paid for any repairs covered under the terms of this Contract. Any additional amount must receive prior approval from the Administrator.
- 6. Authorize tear-down and/or inspection In some cases, You may need to authorize the Repair Facility to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
- 7. Review Coverage After the Administrator has been contacted, review with the Service Manager what will be covered by this Contract.
- 8. Pay any applicable Deductible At Our election, We will reimburse the Repair Facility or You the usual and fair charges for repairs performed on Your Vehicle that are covered by this Contract and previously authorized, less any applicable Deductible as shown on the Registration Page.
- 9. Submit the Repair Facility's completed Repair Order form within 30 days Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for payment.
- Emergency repairs Should a Breakdown occur which requires a repair to be made at a time when the Administrator's office is closed, You must call the Administrator's office within five (5) business days from the date of repair to determine if such repair will be covered. If it is determined that the repair is to be covered by this Contract, You will be reimbursed for the repair. Reimbursement is based on the Manufacturer's Suggested Retail Price on parts and the labor is based on a nationally recognized labor manual. NOTE: Emergency repairs exceeding four hundred dollars (\$400) in cost must always be pre-authorized by the Administrator.

## 9. ARBITRATION

Any controversy or dispute arising out of or related to this **Contract** shall be resolved by arbitration. Upon written demand by either party for arbitration, each party shall select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge having jurisdiction. A decision agreed to by two of the arbitrators will be binding. Judgement on the award rendered by such arbitration may be entered in any court having jurisdiction thereof.

## **10. ADMINISTRATOR**

You may contact the **Administrator** at the following address and telephone number to have **Coverage** questions answered, or to receive assistance in filing a claim under this **Contract**.

#### Administrator:

Address Universal Warranty Corporation\* P.O. Box 542050 Omaha, Nebraska 68154 <u>Phone/Fax</u> (402) 333-9000 1-866-215-7080 Fax (402) 691-5458

\* The Administrator's name is different in the following states:

	5
<u>State</u>	Name of Administrator
Georgia	Universal Warranty Corporation (Michigan)
Tennessee	Universal Warranty Corporation of Omaha

#### <u>11. STATE EXCEPTIONS</u>

**<u>ALABAMA</u>** - The following statement is added to the Registration Page.

THIS **CONTRACT** IS INSURED - **Our** obligations under this **Contract** are guaranteed by an insurance policy issued by MIC General Insurance Corporation, [Policy No. CL 2000 (7/00)], 300 Galleria Officentre, Suite 200, Southfield, MI 48034. Please call 1-866-215-7080. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company. Please call 1-866-215-7080 for instructions.

Section 6. TO CANCEL YOUR CONTRACT, Item d. is hereby Deleted and Replaced with the following.

d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less a twenty-five dollar (\$25) administration fee. If **We** cancel this **Contract** an administration fee will NOT be charged. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

ARIZONA - The following statement does not apply to Arizona consumers and is Deleted from the Registration Page. I understand that the above information is subject to verification and that this **Contract** may be rejected by the **Administrator** if any of the above information is incorrect or if the vehicle is ineligible for the **Coverage** or Length of Protection written as determined by the **Administrator**.

The following replaces Part III. General Provisions, 2. Conditions Not Covered, items B and H: B. ANY BREAKDOWN CAUSED BY YOUR MISUSE, ABUSE, NEGLIGENCE, LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE. FOR EXAMPLE, SOME VEHICLE MANUFACTURERS REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS. FAILURE TO PERFORM SPECIFIED MAINTENANCE WILL RESULT IN CLAIM DENIAL.

H. ANY BREAKDOWN IF ALTERATIONS NOT MEETING MANUFACTURER'S SPECIFICATIONS HAVE BEEN MADE BY YOU TO YOUR VEHICLE, INCLUDING BUT NOT LIMITED TO, ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS ON VEHICLES IN EXCESS OF 6 INCHES, LIFT KITS ADDED AFTER CONTRACT PURCHASE DATE, OVERSIZED/UNDERSIZED TIRES (UNLESS THE TIRES ARE WITHIN 6 INCHES OF MANUFACTURER'S SPECIFICATIONS AND YOU HAVE PURCHASED THE LIFT KIT COVERAGE), EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS, OR ENGINE MODIFICATIONS.

Part III. General Provisions, 2. Conditions Not Covered, items O and S are hereby deleted.

Section 6. TO CANCEL **YOUR CONTRACT**, Item a. is hereby Amended as follows. a. **You** may cancel this **Contract** by returning to the **Seller** or **Us**. The following replaces Part III, GENERAL PROVISIONS, 6. TO CANCEL **YOUR CONTRACT**, item b.

We may cancel this Contract for nonpayment of the Contract charge or for Your intentional misrepresentation in obtaining this Contract or the submission of a claim. b.

Part III, GENERAL PROVISIONS meets the requirements of Arizona Administrative Code R20-6-407 which states excluded items or components must be in large, bold type.

<u>CONNECTICUT</u> - Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide an express warranty covering certain classes of used motor vehicles as follows:

Used vehicles with a sale of \$3,000 but less than \$5,000 Provides Coverage for 30 days or 1,500 miles, whichever occurs first.

<u>Used vehicles with a sale price of \$5,000 or more</u> Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

The used vehicle **You** have purchased may be covered by Connecticut Public Act. 87-393, Laws 1987. If so, the following is added to this **Contract**: In addition to the dealer warranty required by Connecticut Public Act, 87-393, Laws 1987, **You** have elected to purchase this **Contract**. This **Contract** may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired.

You have been charged separately <u>only</u> for the **Contract**. The dealer warranty required by Connecticut Public Act, 87-393, Laws 1987, is provided <u>free</u> of charge. Furthermore, the definitions, coverages and exclusions stated in the **Contract** apply only to the **Contract** and are not the terms of the required dealer warranty.

The following is added to Your Registration Page:

Disclosure:

## If this Contract ends while Your Vehicle is being repaired for a covered Breakdown, the Contract is extended until the repairs for that Breakdown are completed.

Resolution of Disputes:

If **You** do not agree with **Us** on the amount of loss, **You** may pursue arbitration to settle the disagreement. To request arbitration, mail **Your** complaint to: Connecticut Insurance Department, P.O. Box 816 Hartford, CT 06141-0816, Attention: Customer Affairs Division. **Your** complaint must describe the dispute and any attempts to resolve it, indicate the price of **Your** Vehicle and the price of the settle the agent of the settle the dispute and any attempts to resolve it. Your Vehicle and the cost of repair, and include a copy of this Agreement.

Part III General Provisions, 6. TO CANCEL YOUR CONTRACT, item a. has been amended to read:
 a. You may cancel this Contract for any reason by contacting the Seller. An odometer statement indicating the odometer reading on the date of the request will be required.

**<u>GEORGIA</u>** - Part III General Provisions, 2. Conditions Not Covered, C. is amended to read: C. ANY BREAKDOWN CAUSED BY THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED, INCLUDING FAILURE TO REPLACE LEAKING SEALS AND/OR GASKETS IN A TIMELY MANNER.

Part III General Provisions, 2. Conditions Not Covered, H. is amended to read: H. ANY BREAKDOWN IF ALTERATIONS NOT MEETING MANUFACTURER'S SPECIFICATIONS HAVE BEEN MADE TO YOUR VEHICLE WHILE OWNED BY YOU, INCLUDING BUT NOT LIMITED TO, ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS ON VEHICLES IN EXCESS OF 6 INCHES, LIFT KITS ADDED AFTER CONTRACT PURCHASE DATE, OVERSIZED/UNDERSIZED TIRES (UNLESS THE TIRES ARE WITHIN 6 INCHES OF 6 MANUFACTURER'S SPECIFICATIONS AND YOU HAVE PURCHASED THE LIFT KIT COVERAGE), EMMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS, OR ENGINE MODIFICATIONS.

Part III General Provisions, 2. Conditions Not Covered, O. is amended to read: "ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE CONTRACT PURCHASE DATE (PRE-EXISTING) AND KNOWN BY YOU, OR IF THE INFORMATION PROVIDED BY YOU CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.

Part III General Provisions, 6. To Cancel your Contract, b is amended to read: "In compliance with Georgia Statute 33-24-44, we may cancel this Contract for nonpayment of the Contract charge ten (10) days after mailing written notice to You or for intentional misrepresentation in obtaining this Contract or in the submission of a claim thirty (30) days after mailing written notice to You."

GENERAL PROVISIONS - Item 6, To Cancel YOUR CONTRACT. Subsection d. is deleted and replaced with the following: d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund the entire **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. If **You** cancel this **Contract**, **You** will be charged an administration fee of \$50 or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **You** have cancelled the **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the insurance company identified on the Registration Page of this **Contract**.

Part III. General Provisions, 9. Arbitration has been deleted.

**<u>ILLINOIS</u>** - Wear and Tear is an additional **Coverage** and is only provided if **You** have purchased the Wear and Tear option.

GENERAL PROVISIONS – Item 6 – TO CANCEL **YOUR CONTRACT**, Subsection d. is deleted and replaced with the following:

d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. There is an administration fee for processing the cancellation based on the lesser of ten percent (10%) of the service **Contract** price or fifty dollars (\$50). In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**<u>INDIANA</u>** - Your proof of payment to the seller for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**.

**<u>IOWA</u>** - In the event **You** have any questions regarding **Your Contract**, **You** may contact the **Administrator** at the following number: (800) 232-0389. <u>Iowa residents only</u> may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, Iowa 50319.

KANSAS - Lost key/Lockout coverage is not available.

## LOUISIANA - The following statement is added to the Registration Page.

THIS CONTRACT IS INSURED - Our obligations under this Contract are guaranteed by an insurance policy issued by MIC General Insurance Corporation, [Policy No. CL 2000 (7/00)], 300 Galleria Officentre, Suite 200, Southfield, MI 48034. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-215-7080 for instructions.

#### The following statement is in reference to Part II COVERAGE, KEY BENEFITS of Your Vehicle Service Contract.

The KEY BENEFITS listed in **Your Contract** are provided by Road America Motor Club, 3081 Salzedo Street, Coral Gables, Florida 33134. Road America is the obligor for the Key Benefits coverage. If a claim is not paid **You** may directly contact Road America at 1-866-215-7087.

## Section 6. TO CANCEL YOUR CONTRACT, Item d. is hereby Deleted and Replaced with the following.

d. If this **Contract** is cancelled within the first sixty (60) days, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less a fifty dollar (\$50) administration fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

MASSACHUSETTS - NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR DEALER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Chapter 90, Section 7N-1/4 of Massachusetts General Laws requires an automobile dealer to provide an express warranty covering certain classes of used motor vehicles as follows:

Used vehicles less than 40,000 miles

Provides Coverage for 90 days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles to 79,999 miles

Provides Coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 80,000 miles to 124,999 miles

Provides Coverage for 30 days or 1,250 miles, whichever occurs first.

The used vehicle **You** have purchased may be covered by Chapter 90, Section 7N-1/4 of Massachusetts General Law: If so, the following is added to this **Contract**:

In addition to the dealer warranty required by Chapter 90, Section 7N-1/4 of Massachusetts General Laws, **You** have elected to purchase this **Contract**. This **Contract** may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired.

You have been charged separately only for the **Contract**. The dealer warranty required by Chapter 90, Section 7N-1/4 of Massachusetts General Laws is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in the **Contract** apply only to the **Contract** and are not the terms of the required dealer warranty.

**<u>MINNESOTA</u>** - The Coverage listed below are provided to **You** by Dealer for no charge as required by Minnesota Statute 325F.662. Term of the required warranty is based on the mileage at the time of sale:

Odometer Reading	Warranty Duration * Whichever occurs first
Less than – 36,000	60 days or 2,500 miles*
36,000 - 74,999	30 days or 1,000 miles*

Engine: Lubricated Parts; Intake Manifolds; Engine Blocks; Cylinder Heads; Rotary Engine Housings; Ring Gear. Transmission: Case; Internal Parts; Torque Converter; or the Manual Transmission Case and the Internal Parts. Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; Universal Joints; but excluding the Secondary Drive Axle on vehicles, other than passenger vans, mounted on a truck chassis. Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; Disc Brake Calipers. Steering: Gear Housing and all Internal parts; Power Steering Pump; Valve Body; Piston; and Rack. Water Pump. Externally Mounted Mechanical Fuel Pump. Radiator. Alternator. Generator. Starter.

Note: The following parts are covered only on Vehicles with less than 36,000 miles: Steering Rack, Radiator, Alternator, Generator, Starter.

The Coverages are excluded from this **Contract** during the 2 month (60) days 2,500 mile and 1 month (30 days), 1,000 mile limited warranty periods, unless the Seller becomes unable to meet his obligations. **Your** rights and obligations are fully explained in the Dealer issued Used Vehicle Limited Warranty document.

Part III, GENERAL PROVISIONS, Section 2, CONDITIONS NOT COVERED, Paragraphs A., and C are replaced with the following:

A. ANY **BREAKDOWN** RESULTING FROM AN OUTSIDE FORCE INCLUDING COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, FREEZING, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, INTRODUCTION OF FOREIGN OBJECTS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS, OR ANY HAZARD INSURABLE UNDER STANDARD PHYSICAL DAMAGE INSURANCE POLICIES REGARDLESS OF WHETHER SUCH INSURANCE IS IN FORCE. C. ANY **BREAKDOWN** CAUSED BY THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS OR FAILURE TO PROTECT **YOUR VEHICLE** FROM FURTHER DAMAGE WHEN **BREAKDOWN** HAS OCCURRED (CONTINUED OPERATION), INCLUDING FAILURE TO REPLACE LEAKING SEALS AND/OR GASKETS IN A TIMELY MANNER.

Part III GENERAL PROVISIONS, Section 2L, CONDITIONS NOT COVERED is changed as follows:

WHEN THE RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY, SERVICE CONTRACT, OR ANY OTHER WARRANTY, INCLUDING BUT NOT LIMITED TO THE MANUFACTURER'S WARRANTY, OR IF THE MANUFACTURER OF THE VEHICLE OR ANY COVERED PART HAS ANNOUNCED ITS RESPONSIBILITY BY ANY MEANS, INCLUDING BUT NOT LIMITED TO, PUBLIC RECALLS OR FACTORY SERVICE BULLETINS.

Part III, Section 2,(O) is omitted from Your Contract.

Part III GENERAL PROVISIONS, Section 2Q, CONDITIONS NOT COVERED is DELETED from your vehicle service contract.

Part III, GENERAL PROVISIONS, Item 6, TO CANCEL **YOUR CONTRACT**, item b. is hereby changed as follows:

b. We may cancel this **Contract** for nonpayment of the **Contract** charge, or for intentional misrepresentation by **You** regarding the intended use of the vehicle or in the submission of a claim.

Part III, GENERAL PROVISIONS – Item 6, TO CANCEL YOUR CONTRACT, Subsection d., the following is added:

If You have cancelled the Contract and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the insurance company identified on the Registration Page of this Contract.

Part III Section 8(a)(1) is replaced with the following:

You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual.

NOTE: Your Owners Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. If You do not have an Owner's Manual, change engine oil and filter at six (6) month / five- thousand (5,000) mile intervals.

MISSISSIPPI - Part III. General Provisions, Section 9, Arbitration has been deleted.

MISSOURI -Per Missouri Revised Statutes Chapter 407, the following is added to Your service contract.

Per Section 407.1209.11, We shall mail a written notice to You within fifteen days of the date of termination of Your vehicle service contract.

Per Section 407.1209.12, A ten percent penalty per moth shall be added to Your cncellation rfund if it is not paid within thirty days of return of the contract to Us. The applicable 60-day free-look shall only apply to the original service contract purchaser.

Per Section 407.1209.14, This service contract does not provide coverage for consequential damages or preexisting conditions.

Per Section 407.1212.3, The purchase of this service contract is not required as a condition of a loan or a condition for the sale of any property.

**<u>NEVADA</u>** - The following statement is <u>ADDED</u> to Part III. GENERAL PROVISIONS of **Your** Vehicle Service **Contract**.

This Vehicle Service Contract may not be renewed.

The following is added to Part III, GENERAL PROVISIONS, Item 6, TO CANCEL YOUR CONTRACT.

b. When We cancel this Contract, no administration fee will be charged.

- d. If We cancel this Contract, the cancellation is not effective until 15 days after notice of cancellation has been mailed to You.
- e. If You cancel this Contract and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

GENERAL PROVISIONS, Item 8b, FILING A CLAIM, 4. the following is added.

If prior authorization cannot be obtained, You may proceed with emergency repairs and notify Us as soon as possible.

**NORTH CAROLINA** - GENERAL PROVISIONS, Item 6, TO CANCEL **YOUR CONTRACT**, Subsection d. is deleted and replaced with the following: d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less an administration fee of twenty-five dollars (\$25) or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

## OKLAHOMA - 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.

GENERAL PROVISIONS – Item 6, TO CANCEL YOUR CONTRACT, Subsection d. is deleted and replaced with the following:

d. If this **Contract** is cancelled within the first sixty (60) days, **We** will refund 100% of the **Contract** charge paid. If **You** cancel this **Contract** after sixty (60) days, **You** will receive a prorata refund of the purchase price, less an administration fee of \$50 or 10% of the refund, whichever is less. If **We** cancel this **Contract** after sixty (60) days, **We** will refund 100% of the **Contract** purchase price based on the unearned pro rata method and **You** will not be charged an administration fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**<u>SOUTH CAROLINA</u>** - The following information is provided in accordance with S.C. Code Ann §38-78-050(D):

For South Carolina residents only, if **You** have any questions or concerns regarding this **Contract You** may contact the South Carolina Department of Insurance at the following address and phone number: South Carolina Department of Insurance, 1612 Marion Street, Columbia, SC 29201, (803) 737-6180.

As required by Chapter 78 of the South Carolina Code of Laws, the following is added to Your Contract:

Cancellation – The service Contract shall require the provider to permit the Contract holder to return the Contract within twenty days of the date the Contract was mailed to the Contract holder or within ten days of delivery if the Contract is delivered to the Contract holder at the time of sale or within a longer time period permitted under the Contract. Upon return of the Contract to

the provider within the applicable time period, if no claim has been made under the Contract prior to its return to the provider, the Contract is void and the provider shall refund to the Contract holder, or credit the account of the Contract holder, with the full purchase price of the Contract. The right to void the Contract provided in this subsection is not transferable and shall apply only to the original Contract purchaser and only if no claim has been made prior to its return to the provider. A ten percent penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the Contract to the provider.

**TEXAS** - Note – Unresolved complaints concerning a provider or questions concerning the regulation of **Contract** providers may be addressed to: Texas Department of Licensing and Regulation, 920 Colorado, Austin, Texas 78701, (515) 463-6599.

The following is added to Part III, GENERAL PROVISIONS – ITEM 6, TO CANCEL YOUR CONTRACT:

If You have cancelled Your service contract and have not received Your refund before the 46th day after the date which You returned the Contract to Us, You may request Your refund directly to MIC General Insurance Corporation, [Policy No. CL 2000 (7/00)], 300 Galleria Officecentre, Suite 200, Southfield, MI 48034. Please call 1-866-215-7080.

**<u>UTAH</u>** - **Note: Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association. 1. Per Utah Code 31A-6a-104(4), the following is added to the Declarations Pages of **Your Vehicle** Service **Contract**.

The terms of payment of your Vehicle Service Contract are:

- Full payment in cash or credit card;
- 2. Payment per the terms of a lienholder.
- 2. Per Utah Code 31A-21-303(2), the following is added to Part III, GENERAL PROVISIONS, #6. TO CANCEL YOUR CONTRACT. A 30-day cancellation notice will be provided for mid-term cancellations. A 10-day cancellation notice will be provided for cancellations due to non-payment.
- Per Utah Code 31A-21-312, the following is added to Part III. GENERAL PROVISIONS, #8 Your Responsibilities b. Filing, a Claim, #9 & #10. Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by the Contract Holder, if the Contract Holder shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and the notice was given or proof of loss filed as soon as reasonably possible.

<u>WASHINGTON</u> - The first sentence under the Registration Page grid is revised to read; "Failure to follow the Manufacturer's recommendations for servicing Your Vehicle will result in denial of coverage of the failed part or parts caused by the lack of maintenance.

The following replaces language on Your Registration Page:

**Our** obligations under this service **Contract** are guaranteed by an insurance policy issued by MIC General Insurance Corporation [Policy No. CL 2000 (7/00)], 300 Galleria Officentre, Suite 200, Southfield, Michigan 48302. In the State of Washington, **You** may file a claim or request a cancellation refund directly with Insurance Company at any time. The sixty (60) day waiting period described on the Registration Page does not apply. Please call 1-800-232-0389 for instructions.

Part I. DEFINITIONS is revised as follows

Contract - Means this Vehicle Service Contract, for separate consideration for a specific duration to perform the repair or replacement for operational or structural failure due to a defect in materials or workmanship or normal wear and tear, including towing, rental and emergency road service.

Provider Fee - Means the Contract Price for this Contract shown on the Registration Page.

Reimbursement Insurance Policy - Means an insurance policy issued to the Service Contract Provider of Your Contract to pay the cost of all covered claims under Your Contract.

We, Us, Our, Administrator, Service Contract Provider - Means Universal Warranty Corporation who is contractually obligated to perform under this Contract and responsible for the administration of the Contract.

You, Your, I - Means the Contract Holder shown as purchaser on the Registration Page or the person to whom this Contract was properly transferred.

Your Vehicle - Means the vehicle which is described on the Registration Page, which is subject to registration under chapter 46.16 RCW. Part III, GENERAL PROVISIONS, Section 2 (B) is revised as follows:

B. ANY **BREAKDOWN** OF A FAILED PART OR PARTS CAUSED BY MISUSE, ABUSE, NEGLIGENCE, OR LACK OF NORMAL MAINTENANCE REQUIRED BY THE MAINTENANCE SCHEDULE FOR **YOUR VEHICLE**..

Part III, GENERAL PROVISIONS - ITEM 6, TO CANCEL YOUR CONTRACT, is deleted and replaced with the following:

a. You may cancel this Contract by contacting the Seller. You may also contact the Insurance Company at 1-866-215-7080. An odometer statement indicating the odometer reading on the date of the request will be required.

b. We may cancel this Contract for nonpayment of the Contract charge or for intentional misrepresentation in obtaining this Contract or in the submission of a claim.

c. If Your Vehicle and this Contract have been financed, the lienholder shown on this Contract may cancel this Contract for non-payment or if Your Vehicle is declared a total loss or is repossessed.

d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less a twenty-five dollar (\$25) administration fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. A 10% penalty will be added to any refund that is not paid within 30 days of return of the **Contract** to the **Administrator**.

Part III, GENERAL PROVISIONS, Section 8(b)(10) is deleted and replaced with the following:

Emergency repairs - Should a **Breakdown** occur which requires a repair to be made and **You** cannot reach **Us** to obtain prior authorization, **You** may proceed with emergency repairs and notify **Us** at 1-866-215-7080 within five (5) business days from the date of repair to determine if such repair will be covered. 10

WISCONSIN - THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Your Registration Page is hereby changed as follows:

"Failure To Follow The Manufacturer's Recommendations Form Servicing Your Vehicle May Result in the Denial of Coverage."

GENERAL PROVISIONS - ITEM 8, YOUR RESPONSIBILITIES, Subsection b., FILING A CLAIM, Item 5, is deleted and replaced with the following:

5. Obtain Claim Payment Authorization from the Administrator – Prior to any repair being made, instruct the Service Manager at the Repair Facility to contact the Administrator to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize coverage under this Contract, except as provided under Emergency Repairs.

The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval. Part III, GENERAL PROVISIONS, 8. **Your** Responsibilities, b. Filing a Claim, 9 is hereby revised as follows: "Submit the Repair Facility's completed Repair Order Form. Once authorization is obtained, and the repair is completed,

all repair orders and documentation must be submitted to the Administrator within thirty (30) days."

WYOMING - Part III, GENERAL PROVISIONS, 6. TO CANCEL YOUR CONTRACT, Item c. is hereby revised as follows: If Your Vehicle and this Contract have been financed, the lienholder shown on this Contract may cancel this Contract if Your

Vehicle is declared as a total loss or is repossessed." Part III, General Provisions, Section 9, Arbitration, is hereby deleted and replaced with the following: Any controversy or dispute arising out of or related to this **Contract** shall be resolved by arbitration in compliance with the Wyoming Arbitration Act.