

SERFF Tracking Number: ZURC-125321263 State: Arkansas
Filing Company: Universal Underwriters Insurance Company State Tracking Number: AR-PC-07-026410
Company Tracking Number: AR OL 26570F
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2022 Other
Product Name: 2007 Vehicle Service Contract Reimbursement Program - Motorcycle/Powersports
Project Name/Number: 137/137

Filing at a Glance

Company: Universal Underwriters Insurance Company

Product Name: 2007 Vehicle Service Contract SERFF Tr Num: ZURC-125321263 State: Arkansas

Reimbursement Program -

Motorcycle/Powersports

TOI: 17.2 Other Liability - Occurrence Only

SERFF Status: Closed

State Tr Num: AR-PC-07-026410

Sub-TOI: 17.2022 Other

Co Tr Num: AR OL 26570F

State Status:

Filing Type: Form

Co Status: Not Applicable

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Authors: Karen Allen, Cynthia Winans, Terri Smith

Disposition Date: 10/23/2007

Date Submitted: 10/11/2007

Disposition Status: Accepted For Informational Purposes

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

General Information

Project Name: 137

Status of Filing in Domicile:

Project Number: 137

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/23/2007

State Status Changed: 10/12/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Universal Underwriters Insurance Company is submitting the enclosed forms on behalf of Universal Underwriters Service Corporation (UUSC), its wholly owned subsidiary.

UUSC wishes to expand its currently filed Vehicle Service Contract Program to include service contracts for the Powersport Industry. The filing will add forms to our current program to include Motorcycles, Scooters, ATVs, Personal Watercraft and Snowmobiles.

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These Vehicle Service Contracts will be available to consumers through franchised Powersport dealerships in connection with the sale of the unit. In initializing this program, management has selected coverage and rates based on its review of the Powersport market for similar products.

Company and Contact

Filing Contact Information

Terri Smith, Filing Analyst terri.smith@zurichna.com
 7045 College Blvd (800) 821-7803 [Phone]
 Overland Park, KS 66211 (913) 906-2194[FAX]

Filing Company Information

Universal Underwriters Insurance Company CoCode: 41181 State of Domicile: Kansas
 7045 College Blvd. Group Code: 212 Company Type: Property and
 Overland Park, KS 66211 Group Name: Zurich North Casualty
 (800) 821-7803 ext. [Phone] American State ID Number:
 FEIN Number: 43-1249228

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Universal Underwriters Insurance Company	\$100.00	10/11/2007	16074095

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Alexa Grissom Informational Purposes		10/23/2007	10/23/2007

SERFF Tracking Number: *ZURC-125321263* *State:* *Arkansas*
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Disposition

Disposition Date: 10/23/2007

Effective Date (New):

Effective Date (Renewal):

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Accepted for Informational Purposes	Yes
Form	Contract-VSC-MC, ATV, Scooter, PW & Snowmobile with Tire/Wheel	Accepted for Informational Purposes	Yes
Form	Contract-VSC-MC, ATV, Scooter, PW & Snowmobile no Tire/Wheel	Accepted for Informational Purposes	Yes
Form	Contract -VSC-MC, ATV and Scooter with Tire/Wheel	Accepted for Informational Purposes	Yes
Form	Contract-VSC-LV2/1- Standard Plan MC, ATV, Scooter no Tire/Wheel	Accepted for Informational Purposes	Yes
Form	Contract-VSC-LV2/1- Harley Plan MC only	Accepted for Informational Purposes	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Accepted for Information	Contract-VSC- MC, ATV, Scooter, PW & al Purposes	V35170JG	09 07	Other	New		0.00	V35170JG.pdf
Accepted for Information	Contract-VSC- MC, ATV, Scooter, PW & al Purposes	V35180JG	09 07	Other	New		0.00	V35180JG.pdf
Accepted for Information	Contract -VSC- MC, ATV and Scooter with al Purposes	V35190JG	09 07	Other	New		0.00	V35190JG.pdf
Accepted for Information	Contract-VSC- LV2/1- Standard Plan MC, ATV, Scooter no Tire/Wheel	V35200JG	09 07	Other	New		0.00	V35200JG.pdf
Accepted for Information	Contract-VSC- LV2/1- Harley Plan MC only al Purposes	V35210JG	09 07	Other	New		0.00	V35210JG.pdf

Vehicle Service Contract

Motorcycle, All-Terrain Vehicle, Scooter, Personal Watercraft & Snowmobile



Vehicle Owner

Name

Address

Apt. No.

City

State

Zip Code

Seller

Name

Address

City

State

Zip Code

Financial Institution

Name

Address

City

State

Zip Code

Vehicle Information

Vehicle Type Motorcycle All-Terrain Vehicle (ATV) Scooter Personal Watercraft (PWC) Snowmobile

Year

Make

Model

Engine Size
cc

Vehicle Identification Number

Contract Information

Contract Date of Sale

In-Service Date

Contract Price

Vehicle Purchase Price

Contract Term

New Vehicle Term (J2)

A new vehicle is defined as a vehicle with any manufacturer's warranty remaining. New Vehicle Terms begin on the in-service date as listed above. This is the date that the manufacturer's warranty first went into effect. This may or may not be the date that you purchased the vehicle.

Used Vehicle Term (J1)

A used vehicle is defined as a vehicle with no manufacturer's warranty remaining. Used Vehicle Terms begin on the Contract Date of Sale as listed above.

Months _____ / Miles Unlimited See definition of Term to determine contract expiration date.

Deductible

\$50 deductible per covered repair visit.

Contract Options - Options must be selected and additional contract charge paid.

\$0 Deductible Option
(New Vehicle Terms only)

Tire & Wheel Coverage Option
(On-Road Motorcycle only)

Acknowledgement

You (Purchaser) whose signature appears below, acknowledge that **you** have read and understand the **contract** coverages, what is not covered, **your vehicle** maintenance responsibilities and how to file a claim. Furthermore, **you** understand that all repairs performed under this **contract** must be authorized by **us**. The purchase of this **contract** is not required in order to purchase, register or obtain financing for this **vehicle**.

Purchaser's Signature

Date

Seller's Representative Signature

California Residents Only: Performance to **you** under this **contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **contract** has been denied or has not been honored within 60 days the date proof of loss was filed. The name and address of the insurance company is: Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. If **you** are not satisfied with the insurance company's response, **you** may contact the California Department of Insurance at 1-800-927-4357.

Vehicle Service Contract Provider and Administrator:

Universal Underwriters Service Corporation 7045 College Boulevard, Overland Park, KS 66211 1-888-835-5063

**THE FOLLOWING IS YOUR CONTRACT.
PLEASE READ IT CAREFULLY AND RETAIN IT FOR YOUR RECORDS.**

A. 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 New Vehicle Terms 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. 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 Terms. Contract expiration is measured from **in-service date**. The contract expires when the length of time of the **term** is reached (12:01 a.m. local standard time).

Used Vehicle Terms. Contract expiration is measured from the **contract** date of sale. The contract expires when the length of time of the **term** is reached (12:01 a.m. local standard time).

We/Us/Our: Universal Underwriters Service Corporation, the service contract provider and obligor of this contract. In some states, **we/us/our** may refer to another entity. Please refer to Section J. **State Changes** for such exceptions.

You/Your: The purchaser of the contract.

Vehicle: The vehicle identified on the front page of this contract.

B. Coverage

If a **mechanical breakdown** occurs, we will pay an authorized repair facility reasonable and customary charges, not to exceed manufacturer's suggested list price for covered parts, and specific labor times published in nationally published labor manuals or the manufacturer's warranty labor time standards, to repair or replace any part of your vehicle, except those listed under Section F. **What is Not Covered** of this contract. 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).

Contract Options:

\$0 Deductible Option:

If this option is selected and the additional contract charge paid, you will pay no deductible for covered repairs.

Tire & Wheel Coverage Option:

If this option is selected and the additional contract charge paid, we will pay to repair or replace the original equipment or like replacement tire and/or wheels of your motorcycle that fail do to damage caused by road hazard except those listed under Section F. **What is Not Covered** of this contract. Road hazard is defined as debris on the road surface or road surface conditions such as potholes, cracks and breaks.)

C. Additional Program Benefits

Substitute Vehicle Coverage (On-Road Motorcycle Only):

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. Example: .1 to 8 authorized labor hours = 1 day; 8.1 to 16 authorized labor hours = 2 days, etc.

Trip Interruption Coverage (On-Road Motorcycle Only):

In the event of a **mechanical breakdown** covered by this contract or the manufacturer's warranty, 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 \$75 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 \$225 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.

Pickup Reimbursement:

In the event of a **mechanical breakdown** covered by this **contract**, we will reimburse you for pickup charges not covered by any road club, insurance policy or covered by the manufacture's new **vehicle** warranty, to have your vehicle picked up and taken to a repair facility. This benefit has a maximum reimbursement of \$100 per covered claim. Valid receipts will be required for reimbursement.

D. Your Vehicle Maintenance Requirements

1. In order to maintain valid contract coverage, you must have your vehicle checked and serviced in accordance with the factory recommendations as outlined in your vehicle's Owner's Manual. Failure to follow the manufacturer's recommendations 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 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.

Maintenance expenses are your responsibility.

E. 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 1-800-494-3214, 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 1-800-494-3214. 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 to us exhibiting that the authorized repair has been completed;
7. Pay deductible, if applicable, and any non-covered expenses.

F. What is Not Covered

1. This contract does not provide coverage for:
 - A. The following parts: antenna mast, audio speakers and wiring; batteries; belts, hoses, lines and clamps; body parts; brake linings; brake rotors and drums; cellular telephones; clutch disc; exhaust system; fairing (except for the following parts: fairing mounting hardware, brackets, switches, covers, latches and hinges); filter housings; final drive chain or belt and rear sprocket; frame; fuses and fusible links; glass, lenses, light bulbs and sealed beams; mirrors; mufflers or baffles; personal watercraft impeller and wear rings; shock absorbers; snowmobile skis, tracks, clutch belts, weights, rollers, pins and bushings, wheels under tracks, hyfax/side rail; Sidecar (except for the following parts: mounting hardware, hub, spindle, wheel bearings, caliper, lines and fittings, suspension, latches and hinges); spark plugs; thermostats; tires, wheels and spokes (unless you purchased the optional Tire & Wheel Coverage); trailer hitch; trim, upholstery, paint, moldings; windshield and windshield mounts;
 - B. Seals and gaskets on used vehicle plans unless required in conjunction with a covered repair;
 - C. Repairs of water and air leaks, rattles, squeaks; alignment of body parts, fenders and windshield;
 - D. 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, wheel balancing, spoke adjustment, filters, lubricants, engine coolant, fluids and

refrigerants will only be covered in connection with the repair of a covered mechanical breakdown, cleaning of cooling and/or fuel systems, ignition/fuel system adjustments and calibrations, removal of carbon, sludge, varnish or other contaminants;

- E. 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;
 - F. Repairs, replacements or alterations not authorized by us;
 - G. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of your contract;
 - H. 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;
 - I. Repairs or replacements of any parts or components that are not supplied by the vehicle manufacturer;
 - 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 Section C. 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.
 - O. Vehicles used for commercial purposes
 - P. Vehicles used for rental, racing or other competition, as a taxi, police vehicle, security vehicle or emergency vehicle.
2. 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, improper repairs or improper storage, insufficient coolants or lubricants, rust and/or corrosion;
 - C. A non-covered part;
 - D. Loss of oil, lubricant or coolant regardless of the cause;
 - E. The direct result of aftermarket modifications made to your vehicle which do not meet manufacturer's specifications.
 - F. 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;
3. If you purchased the optional Tire & Wheel Coverage, this contract does not provide coverage for:
- A. Tires with less than 3/32nds of an inch tread depth remaining;
 - B. Damage caused by: normal wear, sidewall/curb impact, rim pinches, improper inflation/balancing/alignment, motorcycle accident or collision, negligence, abuse, misuse, racing, fire, theft or vandalism.

G. 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 1-888-835-5063;
5. A check made payable to Universal Underwriters Service Corporation in the amount of \$50.

H. 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 number of days remaining of the **contract term**, less a \$50 cancellation fee.
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**.

I. 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.

Address and Phone Numbers: **You** may contact **us** to have questions answered or to receive help in filing a claim under this **contract** by writing to 7045 College Boulevard, Overland Park, Kansas 66211, Attention: VSC Department. Or call **us** toll-free at 1-888-835-5063 for customer service or 1-800-494-3214 to file a claim.

Insurance Company Obligation: This **contract** is guaranteed under a service **contract** reimbursement insurance policy by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. In the event **your** claim is not paid within 60 days after proof of loss has been filed, **you** may file a claim directly with Universal Underwriters Insurance Company. To do so, please call the following toll free number: 1-800-494-3214.

J .State Changes

If this contract is purchased in any of the following states, the following State Changes apply to your contract:

Alabama: Section H. Cancellation of Contract item 3: The cancellation fee is \$25. Section H. Cancellation of Contract item 3 the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**.

Arizona: Section H. Cancellation of Contract item 3: the cancellation fee is \$25.

California: **We/Us/Our** refer to UUSC Service Company, license number OC17302. Section H. Cancellation of Contract item 3 is deleted and replaced with the following: 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 number of days remaining of the **contract term**, less a \$25 administration fee or 10% of the unearned pro-rata **contract** price, whichever is less.

Colorado: This **contract** is insured by Universal Underwriters Insurance Company by policy number 000018 issued to Universal Underwriters Service Corporation.

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

Georgia: Section F. **What is Not Covered** item 1(F) is amended as follows: **F. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of your vehicle service contract and was known to you;** Section H. **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may only cancel **your contract** for fraud, material misrepresentation, or failure to pay the **contract** charge. If cancellation is due to non-payment ten (10) days notice shall be given, otherwise thirty (30) days notice shall be given. Notice shall be delivered in person or mailed via first class mailing to the last address **we** have on record. Section H. **Cancellation of Contract** item 3, the following is added: No cancellation service fee is applicable. If **we** fail to refund the unearned consideration, **you** have the right to receive the refund directly from: Universal Underwriters Insurance Company, 7045 College Blvd., Overland Park, Kansas 66211.

Hawaii: Section H. **Cancellation of Contract** item 2 is amended to read as follows: 2. **We** may cancel **your contract** for nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of **your** duties relating to the covered **vehicle** or its use. Section H. **Cancellation of Contract** item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**. The right to void this **contract** is not transferable.

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

Illinois: Section H. **Cancellation of Contract** item 3, the cancellation fee will be equal to the lesser of 10% of the **contract** purchase price or \$50.

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

Iowa: The following is added to **your contract**: Payment options for this **contract** include cash full payment at the time of sale or by including the price with the financing of **your vehicle**. Section B. **Coverage**, the following is added: **Used parts will not be used without your written permission. If we determine that used parts are the only parts available at a reasonable cost and you do not give us your written permission, we will contribute toward the repair that you have made using new or re-built parts, an amount we would have paid using used parts. No payment will be made unless such repairs are made.** Section I. **Important Items** the following is added: **FOR IOWA RESIDENTS ONLY** Should **you** have questions or problems with this **contract**, **you** may contact the following: Iowa Commissioner of Insurance, Sixth Floor, Lucas State Office Building, Des Moines, Iowa 50319. Section **Cancellation of Contract** item 3, the following has been added: The dealership from whom this **contract** was purchased is also responsible for a portion of **your** refund.

Kentucky: Section **Cancellation of Contract** item 2, the following has been added: If **we** cancel this **contract** **we** must give **you** no less than 75 days written notice for all reasons other than nonpayment in which case 14 days written notice will be given.

Louisiana: **We/Us/Our** refer to the **Seller** on the first page of this **contract**. **We** have appointed Universal Underwriters Service Corporation as the administrator of this **contract**.

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

Minnesota: Section D. **Your Vehicle Maintenance Requirements** item 1, the following is added: If the manufacturer's owners manual for **your vehicle** is not provided to **you**, please **contract** Universal Underwriters Service Corporation and an alternative maintenance schedule to be used in connection with this **contract** will be provided. Section F. **What is Not Covered** item 1(F) is deleted. Section G. **Transfer of Contract** the sentence- "Transferred **contracts** are non-cancelable" is deleted. Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may cancel **your contract** for non-payment of the **contract** charge, or if there has been a substantial change in the risk assumed by **us** since the **contract** was issued.

Nebraska: Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may cancel **your contract** if **your vehicle** is a total loss or is repossessed; if **you** use **your vehicle** in any manner not covered by this **contract**; or if **you** do not pay the **contract** charge.

Nevada: Section **Cancellation of Contract** item 3, the following has been added: If **we** initiate the cancellation no fee will apply. **We** will pay a 10 percent penalty per month for any refund that is not paid or credited within 30 days after return of the **contract** to **us** or written notice is received by **us**. **We** will give at least 15 days written notice before cancellation is effective and state the reason(s) for cancellation. Section **I. Important Items** the following has been added: **Non-renewable Contract:** This **contract** is not renewable, and the period during which coverage applies is limited to the **term you purchased**. The **term you purchased** is indicated in the first page of this **contract**.

New Hampshire: Section **G. Transfer of Contract** the following applies: No transfer fee is applicable. Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may cancel **your contract** for non-payment of the **contract** charge, fraud or material misrepresentations affecting the **contract** or in the submission of a claim. **We** will give **you** at least sixty (60) days notice of cancellation. Section **Cancellation of Contract** the following applies: No cancellation fee is applicable.

New Mexico: Section **Cancellation of Contract** item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 60 days after return of the **contract** to **us**. Cancellation will become effective 15 days after **we** mail the notice of cancellation to **you**. This right to void this **contract** is not transferable. No cancellation fee is applicable.

New York: **We/Us/Our** refer to UUSC Service Company.

North Carolina: Section **Cancellation of Contract** item 3, the following is added: The administration fee shall not to exceed 10% of the pro rata refund or \$50, whichever is less.

Oklahoma: Section **Cancellation of Contract** item 3 is deleted and replaced with the following: 3. If **you** cancel the **contract**, a portion of the plan 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 **contract** date of sale. If cancellation is after 60 days of **contract** date of sale, the amount of the refund will be based on 100% of the unearned pro rata premium less a cancellation fee of 10% of the unearned pro rata premium or \$50, whichever is less. If the **contract** is cancelled by **us**, the amount of the refund will be based on 100% of the unearned pro rata premium. Section **I. Important Items** the following has been added: **Disclosure Statement:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

South Carolina: Section **Cancellation of Contract** item 2 is amended to read as follows: 2. **We** may cancel **your contract** for nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of **your** duties relating to the covered **vehicle** or its use. Section **H. Cancellation of Contract** item 3, the following is added: The right to void this **contract** is not transferable. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**. Section **I. Important Items**, the following is added: **SOUTH CAROLINA RESIDENTS ONLY** Any questions regarding **your contract**, **you** may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202 or call (803) 737-6180. Section **I. Important Items**, the following is added: This agreement is not an insurance **contract**.

Texas: Section **H. Cancellation of Contract** the following is added to item 2: **We** will mail a written notice to **you** at the last known address in **our** records at least 10 days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of duties by **you** relating to **your vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. Section **H. Cancellation of Contract** item 3, the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service **contract** to **us**. **You** may apply for reimbursement directly to the insurer, Universal Underwriters Insurance Company, if a refund or credit is not paid before the 46th day after the date on which the **contract** was returned. To contact Universal Underwriters Insurance Company, **you** may write to 7045 College Boulevard, Overland Park, Kansas 66211 or call toll free to 1-(888) 835-5063.

Utah: The following is added to **your contract**: Payment options for this **contract** include cash full payment at the time of sale or by including the price with the financing of **your vehicle**. Section **E. Your Duties in the Event of a mechanical breakdown** the following is added: **Your** failure to notify **us** as required by the **contract** within the time specified does not invalidate **your** claim if **you** show **us** that it was not reasonably possible to notify **us** within the prescribed time and that notice was given to **us** as soon as reasonably possible. Section **H. Cancellation of Contract** items 1 and 2 are deleted and replaced with the following: 1. **You** or a person authorized by **you** may cancel this **contract** by mailing the **contract** to **us**; or by mailing written notice to **us**. 2. **We** may cancel this **contract** at any time if premium is not paid when due by giving 10 days written notice. If the **contract** has been in effect for less than 60 days, **we** may cancel by giving 10 days written notice. If the **contract** has been in effect for 60 days or more, **we** may cancel only for one or more of the following reasons: The **contract** was obtained through material misrepresentation; there has been a substantial change in the risks assumed, unless **we** should have foreseen the change or contemplated the risk when entering into the **contract**; **you** have committed substantial breaches of **your** contractual duties, conditions or warranties. **We** will give at least 30 days written notice before the cancellation is effective and state the reason(s) for cancellation. Section **H. Cancellation of Contract** item 4 is deleted and replaced with the following: When financing is provided for this **contract**, **you** will authorize **your** lienholder to be named as joint payee on any refund check. **Your** lienholder will be sole payee with authorization to cancel

this **contract** in the event **your vehicle** is a total loss or is repossessed. Section I. **Important Items** the following is added: The **contract** is non-renewable. Coverage afforded under this **contract** is not guaranteed by the Property and Casualty Guaranty Association.

Vermont: Section H. **Cancellation of Contract** the following is added: **We** may cancel this **contract** within the first 15 days of the **contract** date of sale if **you** do not pay the **contract** charge. All cancellation notices must be by certified mail and include the reason for said cancellation.

Wisconsin: Section F. **What is Not Covered** item 1(E). is deleted. Section I. **Important Items** the following is added: **YOUR WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Wyoming: Section H. **Cancellation of Contract** items 2 and 3 are deleted and replaced with the following: 2. **We** may only cancel **your contract** for fraud, material misrepresentations, or for non-payment of the **contract** charge. **We** will mail a written notice to **you** at the last known address in **our** records at least 10 days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of duties by **you** relating to **your vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. 3. When financing is provided for **your contract**, **you** authorize **your** lienholder, as listed on the front page of this **contract**, to be named as joint payee on any refund check. Section H. **Cancellation of Contract** item4, the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service **contract** to **us**. Section I. **Important Items**, the following is added: **THIS AGREEMENT IS NOT AN INSURANCE CONTRACT.**

Vehicle Service Contract

Motorcycle, All-Terrain Vehicle, Scooter, Personal Watercraft & Snowmobile



Vehicle Owner

Name

Address Apt. No.

City State Zip Code

Seller

Name

Address

City State Zip Code

Financial Institution

Name

Address City State Zip Code

Vehicle Information

Vehicle Type Motorcycle All-Terrain Vehicle (ATV) Scooter Personal Watercraft (PWC) Snowmobile

Year Make Model Engine Size cc Vehicle Identification Number

Contract Information

Contract Date of Sale In-Service Date Contract Price Vehicle Purchase Price

Contract Term

- New Vehicle Term (J2)**
A new vehicle is defined as a vehicle with any manufacturer's warranty remaining. New Vehicle Terms begin on the in-service date as listed above. This is the date that the manufacturer's warranty first went into effect. This may or may not be the date that you purchased the vehicle.
- Used Vehicle Term (J1)**
A used vehicle is defined as a vehicle with no manufacturer's warranty remaining. Used Vehicle Terms begin on the Contract Date of Sale as listed above.
- Months / Miles Unlimited See definition of Term to determine contract expiration date.

Deductible

Contract Option - Option must be selected and additional contract charge paid.

\$50 deductible per covered repair visit. \$0 Deductible Option (New Vehicle Terms only)

Acknowledgement

You (Purchaser) whose signature appears below, acknowledge that **you** have read and understand the **contract** coverages, what is not covered, **your vehicle** maintenance responsibilities and how to file a claim. Furthermore, **you** understand that all repairs performed under this **contract** must be authorized by **us**. The purchase of this **contract** is not required in order to purchase, register or obtain financing for this **vehicle**.

Purchaser's Signature Date Seller's Representative Signature

California Residents Only: Performance to **you** under this **contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **contract** has been denied or has not been honored within 60 days the date proof of loss was filed. The name and address of the insurance company is: Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. If **you** are not satisfied with the insurance company's response, **you** may contact the California Department of Insurance at 1-800-927-4357.

Vehicle Service Contract Provider and Administrator:

Universal Underwriters Service Corporation 7045 College Boulevard, Overland Park, KS 66211 1-888-835-5063

**THE FOLLOWING IS YOUR CONTRACT.
PLEASE READ IT CAREFULLY AND RETAIN IT FOR YOUR RECORDS.**

A. 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 New Vehicle Terms 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. 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 Terms. Contract expiration is measured from **in-service date**. The contract expires when the length of time of the **term** is reached (12:01 a.m. local standard time).

Used Vehicle Terms. Contract expiration is measured from the **contract** date of sale. The contract expires when the length of time of the **term** is reached (12:01 a.m. local standard time).

We/Us/Our: Universal Underwriters Service Corporation, the service contract provider and obligor of this contract. In some states, **we/us/our** may refer to another entity. Please refer to Section J. **State Changes** for such exceptions.

You/Your: The purchaser of the contract.

Vehicle: The vehicle identified on the front page of this contract.

B. Coverage

If a **mechanical breakdown** occurs, we will pay an authorized repair facility reasonable and customary charges, not to exceed manufacturer's suggested list price for covered parts, and specific labor times published in nationally published labor manuals or the manufacturer's warranty labor time standards, to repair or replace any part of your vehicle, except those listed under Section F. **What is Not Covered** of this contract. 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).

Contract Option:

\$0 Deductible Option:

If this option is selected and the additional contract charge paid, you will pay no deductible for covered repairs.

C. Additional Program Benefits

Substitute Vehicle Coverage (On-Road Motorcycle Only):

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. Example: .1 to 8 authorized labor hours = 1 day; 8.1 to 16 authorized labor hours = 2 days, etc.

Trip Interruption Coverage (On-Road Motorcycle Only):

In the event of a **mechanical breakdown** covered by this contract or the manufacturer's warranty, 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 \$75 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 \$225 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.

Pickup Reimbursement:

In the event of a **mechanical breakdown** covered by this contract, we will reimburse you for pickup charges not covered by any road club, insurance policy or covered by the manufacture's new vehicle warranty, to have your vehicle picked up and taken to a repair facility. This benefit has a maximum reimbursement of \$100 per covered claim. Valid receipts will be required for reimbursement.

D. Your Vehicle Maintenance Requirements

1. In order to maintain valid contract coverage, you must have your vehicle checked and serviced in accordance with the factory recommendations as outlined in your vehicle's Owner's Manual. Failure to follow the manufacturer's recommendations 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 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.

Maintenance expenses are your responsibility.

E. 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 1-800-494-3214, 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 1-800-494-3214. 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 to us exhibiting that the authorized repair has been completed;
7. Pay deductible, if applicable, and any non-covered expenses.

F. What is Not Covered

1. This contract does not provide coverage for:
 - A. The following parts: antenna mast, audio speakers and wiring; batteries; belts, hoses, lines and clamps; body parts; brake linings; brake rotors and drums; cellular telephones; clutch disc; exhaust system; fairing (except for the following parts: fairing mounting hardware, brackets, switches, covers, latches and hinges); filter housings; final drive chain or belt and rear sprocket; frame; fuses and fusible links; glass, lenses, light bulbs and sealed beams; mirrors; mufflers or baffles; personal watercraft impeller and wear rings; shock absorbers; snowmobile skis, tracks, clutch belts, weights, rollers, pins and bushings, wheels under tracks, hyfax/side rail; Sidecar (except for the following parts: mounting hardware, hub, spindle, wheel bearings, caliper, lines and fittings, suspension, latches and hinges); spark plugs; thermostats; tires, wheels and spokes; trailer hitch; trim, upholstery, paint, moldings; windshield and windshield mounts;
 - B. Seals and gaskets on used vehicle plans unless required in conjunction with a covered repair;
 - C. Repairs of water and air leaks, rattles, squeaks; alignment of body parts, fenders and windshield;
 - D. 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, wheel balancing, spoke adjustment, filters, lubricants, engine coolant, fluids and refrigerants will only be covered in connection with the repair of a covered mechanical breakdown, cleaning of cooling and/or fuel systems, ignition/fuel system adjustments and calibrations, removal of carbon, sludge, varnish or other contaminants;
 - E. 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;
 - F. Repairs, replacements or alterations not authorized by us;

- G. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of your contract;
 - H. 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;
 - I. Repairs or replacements of any parts or components that are not supplied by the vehicle manufacturer;
 - 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 Section C. 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.
 - O. Vehicles used for commercial purposes
 - P. Vehicles used for rental, racing or other competition, as a taxi, police vehicle, security vehicle or emergency vehicle.
2. 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, improper repairs or improper storage, insufficient coolants or lubricants, rust and/or corrosion;
 - C. A non-covered part;
 - D. Loss of oil, lubricant or coolant regardless of the cause;
 - E. The direct result of aftermarket modifications made to your vehicle which do not meet manufacturer's specifications.
 - F. 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.

G. 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 1-888-835-5063;
5. A check made payable to Universal Underwriters Service Corporation in the amount of \$50.

H. 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 number of days remaining of the **contract term**, less a \$50 cancellation fee.

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**.

I. 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.

Address and Phone Numbers: **You** may contact **us** to have questions answered or to receive help in filing a claim under this **contract** by writing to 7045 College Boulevard, Overland Park, Kansas 66211, Attention: VSC Department. Or call **us** toll-free at 1-888-835-5063 for customer service or 1-800-494-3214 to file a claim.

Insurance Company Obligation: This **contract** is guaranteed under a service **contract** reimbursement insurance policy by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. In the event **your** claim is not paid within 60 days after proof of loss has been filed, **you** may file a claim directly with Universal Underwriters Insurance Company. To do so, please call the following toll free number: 1-800-494-3214.

J .State Changes

If this contract is purchased in any of the following states, the following State Changes apply to your contract:

Alabama: Section H. Cancellation of Contract item 3: The cancellation fee is \$25. Section H. Cancellation of Contract item 3 the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**.

Arizona: Section H. Cancellation of Contract item 3: the cancellation fee is \$25.

California: **We/Us/Our** refer to UUSC Service Company, license number 0C17302. Section H. Cancellation of Contract item 3 is deleted and replaced with the following: 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 number of days remaining of the **contract term**, less a \$25 administration fee or 10% of the unearned pro-rata **contract** price, whichever is less.

Colorado: This **contract** is insured by Universal Underwriters Insurance Company by policy number 000018 issued to Universal Underwriters Service Corporation.

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

Georgia: Section F. What is Not Covered item 1(F) is amended as follows: **F. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of your vehicle service contract and was known to you;** Section H. Cancellation of Contract item 2 is deleted and replaced with the following: 2. **We** may only cancel **your contract** for fraud, material misrepresentation, or failure to pay the **contract** charge. If cancellation is due to

non-payment ten (10) days notice shall be given, otherwise thirty (30) days notice shall be given. Notice shall be delivered in person or mailed via first class mailing to the last address we have on record. Section H. **Cancellation of Contract** item 3, the following is added: No cancellation service fee is applicable. If we fail to refund the unearned consideration, you have the right to receive the refund directly from: Universal Underwriters Insurance Company, 7045 College Blvd., Overland Park, Kansas 66211.

Hawaii: Section H. **Cancellation of Contract** item 2 is amended to read as follows: 2. We may cancel your contract for nonpayment of the contract charge, a material misrepresentation by you to us, or a substantial breach of your duties relating to the covered vehicle or its use. Section H. **Cancellation of Contract** item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the contract to us. The right to void this contract is not transferable.

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

Illinois: Section H. **Cancellation of Contract** item 3, the cancellation fee will be equal to the lesser of 10% of the contract purchase price or \$50.

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

Iowa: The following is added to your contract: Payment options for this contract include cash full payment at the time of sale or by including the price with the financing of your vehicle. Section B. **Coverage**, the following is added: **Used parts will not be used without your written permission. If we determine that used parts are the only parts available at a reasonable cost and you do not give us your written permission, we will contribute toward the repair that you have made using new or re-built parts, an amount we would have paid using used parts. No payment will be made unless such repairs are made.** Section I. **Important Items** the following is added: **FOR IOWA RESIDENTS ONLY** Should you have questions or problems with this contract, you may contact the following: Iowa Commissioner of Insurance, Sixth Floor, Lucas State Office Building, Des Moines, Iowa 50319. Section **Cancellation of Contract** item 3, the following has been added: The dealership from whom this contract was purchased is also responsible for a portion of your refund.

Kentucky: Section **Cancellation of Contract** item 2, the following has been added: If we cancel this contract we must give you no less than 75 days written notice for all reasons other than nonpayment in which case 14 days written notice will be given.

Louisiana: We/Us/Our refer to the Seller on the first page of this contract. We have appointed Universal Underwriters Service Corporation as the administrator of this contract.

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

Minnesota: Section D. **Your Vehicle Maintenance Requirements** item 1, the following is added: If the manufacturer's owners manual for your vehicle is not provided to you, please contact Universal Underwriters Service Corporation and an alternative maintenance schedule to be used in connection with this contract will be provided. Section F. **What is Not Covered** item 1(F) is deleted. Section G. **Transfer of Contract** the sentence- "Transferred contracts are non-cancelable" is deleted. Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. We may cancel your contract for non-payment of the contract charge, or if there has been a substantial change in the risk assumed by us since the contract was issued.

Nebraska: Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. We may cancel your contract if your vehicle is a total loss or is repossessed; if you use your vehicle in any manner not covered by this contract; or if you do not pay the contract charge.

Nevada: Section **Cancellation of Contract** item 3, the following has been added: If we initiate the cancellation no fee will apply. We will pay a 10 percent penalty per month for any refund that is not paid or credited within 30 days after return of the contract to us or written notice is received by us. We will give at least 15 days written notice before cancellation is effective and state the reason(s) for cancellation. Section I. **Important Items** the following has been added: **Non-renewable Contract:** This contract is not renewable, and the period during which coverage applies is limited to the term you purchased. The term you purchased is indicated in the first page of this contract.

New Hampshire: Section G. **Transfer of Contract** the following applies: No transfer fee is applicable. Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. We may cancel your contract for non-payment of the contract charge, fraud or material misrepresentations affecting the contract or in the submission of a claim. We will give you at least sixty (60) days notice of cancellation. Section **Cancellation of Contract** the following applies: No cancellation fee is applicable.

- New Mexico:** Section **Cancellation of Contract** item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 60 days after return of the **contract** to **us**. Cancellation will become effective 15 days after **we** mail the notice of cancellation to **you**. This right to void this **contract** is not transferable. No cancellation fee is applicable.
- New York:** **We/Us/Our** refer to UUSC Service Company.
- North Carolina:** Section **Cancellation of Contract** item 3, the following is added: The administration fee shall not to exceed 10% of the pro rata refund or \$50, whichever is less.
- Oklahoma:** Section **Cancellation of Contract** item 3 is deleted and replaced with the following: 3. If **you** cancel the **contract**, a portion of the plan 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 **contract** date of sale. If cancellation is after 60 days of **contract** date of sale, the amount of the refund will be based on 100% of the unearned pro rata premium less a cancellation fee of 10% of the unearned pro rata premium or \$50, whichever is less. If the **contract** is cancelled by **us**, the amount of the refund will be based on 100% of the unearned pro rata premium. Section I. **Important Items** the following has been added: **Disclosure Statement:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.
- South Carolina:** Section **Cancellation of Contract** item 2 is amended to read as follows: 2. **We** may cancel **your contract** for nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of **your** duties relating to the covered **vehicle** or its use. Section H. **Cancellation of Contract** item 3, the following is added: The right to void this **contract** is not transferable. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**. Section I. **Important Items**, the following is added: **SOUTH CAROLINA RESIDENTS ONLY** Any questions regarding **your contract**, **you** may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202 or call (803) 737-6180. Section I. **Important Items**, the following is added: This agreement is not an insurance **contract**.
- Texas:** Section H. **Cancellation of Contract** the following is added to item 2: **We** will mail a written notice to **you** at the last known address in **our** records at least 10 days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of duties by **you** relating to **your vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. Section H. **Cancellation of Contract** item 3, the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service **contract** to **us**. **You** may apply for reimbursement directly to the insurer, Universal Underwriters Insurance Company, if a refund or credit is not paid before the 46th day after the date on which the **contract** was returned. To contact Universal Underwriters Insurance Company, **you** may write to 7045 College Boulevard, Overland Park, Kansas 66211 or call toll free to 1-(888) 835-5063.
- Utah:** The following is added to **your contract**: Payment options for this **contract** include cash full payment at the time of sale or by including the price with the financing of **your vehicle**. Section E. **Your Duties in the Event of a mechanical breakdown** the following is added: **Your** failure to notify **us** as required by the **contract** within the time specified does not invalidate **your** claim if **you** show **us** that it was not reasonably possible to notify **us** within the prescribed time and that notice was given to **us** as soon as reasonably possible. Section H. **Cancellation of Contract** items 1 and 2 are deleted and replaced with the following: 1. **You** or a person authorized by **you** may cancel this **contract** by mailing the **contract** to **us**; or by mailing written notice to **us**. 2. **We** may cancel this **contract** at any time if premium is not paid when due by giving 10 days written notice. If the **contract** has been in effect for less than 60 days, **we** may cancel by giving 10 days written notice. If the **contract** has been in effect for 60 days or more, **we** may cancel only for one or more of the following reasons: The **contract** was obtained through material misrepresentation; there has been a substantial change in the risks assumed, unless **we** should have foreseen the change or contemplated the risk when entering into the **contract**; **you** have committed substantial breaches of **your** contractual duties, conditions or warranties. **We** will give at least 30 days written notice before the cancellation is effective and state the reason(s) for cancellation. Section H. **Cancellation of Contract** item 4 is deleted and replaced with the following: When financing is provided for this **contract**, **you** will authorize **your** lienholder to be named as joint payee on any refund check. **Your** lienholder will be sole payee with authorization to cancel this **contract** in the event **your vehicle** is a total loss or is repossessed. Section I. **Important Items** the following is added: The **contract** is non-renewable. Coverage afforded under this **contract** is not guaranteed by the Property and Casualty Guaranty Association.
- Vermont:** Section H. **Cancellation of Contract** the following is added: **We** may cancel this **contract** within the first 15 days of the **contract** date of sale if **you** do not pay the **contract** charge. All cancellation notices must be by certified mail and include the reason for said cancellation.
- Wisconsin:** Section F. **What is Not Covered** item 1(E). is deleted. Section I. **Important Items** the following is added: **YOUR WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**
- Wyoming:** Section H. **Cancellation of Contract** items 2 and 3 are deleted and replaced with the following: 2. **We** may only cancel **your contract** for fraud, material misrepresentations, or for non-payment of the **contract** charge. **We** will mail a written notice to **you** at the last known address in **our** records at least 10 days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**,

or a substantial breach of duties by **you** relating to **your vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. 3. When financing is provided for **your contract**, **you** authorize **your** lienholder, as listed on the front page of this **contract**, to be named as joint payee on any refund check. Section H. **Cancellation of Contract** item4, the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service **contract** to **us**. Section I. **Important Items**, the following is added: **THIS AGREEMENT IS NOT AN INSURANCE CONTRACT.**

Vehicle Service Contract

Motorcycle, All-Terrain Vehicle & Scooter



Vehicle Owner

Name

Address Apt. No.

City State Zip Code

Seller

Name

Address

City State Zip Code

Financial Institution

Name

Address City State Zip Code

Vehicle Information

Vehicle Type Motorcycle All-Terrain Vehicle (ATV) Scooter

Year Make Model Engine Size cc Vehicle Identification Number

Contract Information

Contract Date of Sale In-Service Date Contract Price Vehicle Purchase Price

Contract Term

- New Vehicle Term (J2)**
A new vehicle is defined as a vehicle with any manufacturer's warranty remaining. New Vehicle Terms begin on the in-service date as listed above. This is the date that the manufacturer's warranty first went into effect. This may or may not be the date that you purchased the vehicle.
- Used Vehicle Term (J1)**
A used vehicle is defined as a vehicle with no manufacturer's warranty remaining. Used Vehicle Terms begin on the Contract Date of Sale as listed above.
- Months / Miles Unlimited See definition of Term to determine contract expiration date.

Deductible

\$50 deductible per covered repair visit.

Contract Options - Options must be selected and additional contract charge paid.

- \$0 Deductible Option (New Vehicle Terms only) Tire & Wheel Coverage Option (On-Road Motorcycle only)

Acknowledgement

You (Purchaser) whose signature appears below, acknowledge that **you** have read and understand the **contract** coverages, what is not covered, **your vehicle** maintenance responsibilities and how to file a claim. Furthermore, **you** understand that all repairs performed under this **contract** must be authorized by **us**. The purchase of this **contract** is not required in order to purchase, register or obtain financing for this **vehicle**.

Purchaser's Signature Date Seller's Representative Signature

California Residents Only: Performance to **you** under this **contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **contract** has been denied or has not been honored within 60 days the date proof of loss was filed. The name and address of the insurance company is: Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. If **you** are not satisfied with the insurance company's response, **you** may contact the California Department of Insurance at 1-800-927-4357.

Vehicle Service Contract Provider and Administrator:

Universal Underwriters Service Corporation 7045 College Boulevard, Overland Park, KS 66211 1-888-835-5063

**THE FOLLOWING IS YOUR CONTRACT.
PLEASE READ IT CAREFULLY AND RETAIN IT FOR YOUR RECORDS.**

A. 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 New Vehicle Terms 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. 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 Terms. Contract expiration is measured from **in-service date**. The contract expires when the length of time of the **term** is reached (12:01 a.m. local standard time).

Used Vehicle Terms. Contract expiration is measured from the **contract** date of sale. The contract expires when the length of time of the **term** is reached (12:01 a.m. local standard time).

We/Us/Our: Universal Underwriters Service Corporation, the service contract provider and obligor of this contract. In some states, **we/us/our** may refer to another entity. Please refer to Section **J. State Changes** for such exceptions.

You/Your: The purchaser of the contract.

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

B. Coverage

If a **mechanical breakdown** occurs, we will pay an authorized repair facility reasonable and customary charges, not to exceed manufacturer's suggested list price for covered parts, and specific labor times published in nationally published labor manuals or the manufacturer's warranty labor time standards, to repair or replace any part of your **vehicle**, except those listed under Section **F. What is Not Covered** of this contract. 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).

Contract Options:

\$0 Deductible Option:

If this option is selected and the additional **contract** charge paid, you will pay no **deductible** for covered repairs.

Tire & Wheel Coverage Option:

If this option is selected and the additional **contract** charge paid, we will pay to repair or replace the original equipment or like replacement tire and/or wheels of your motorcycle that fail do to damage caused by road hazard except those listed under Section **F. What is Not Covered** of this contract. Road hazard is defined as debris on the road surface or road surface conditions such as potholes, cracks and breaks.)

C. Additional Program Benefits

Substitute Vehicle Coverage (On-Road Motorcycle Only):

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. Example: .1 to 8 authorized labor hours = 1 day; 8.1 to 16 authorized labor hours = 2 days, etc.

Trip Interruption Coverage (On-Road Motorcycle Only):

In the event of a **mechanical breakdown** covered by this contract or the manufacturer's warranty, 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 \$75 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 \$225 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.

Pickup Reimbursement:

In the event of a **mechanical breakdown** covered by this **contract**, we will reimburse **you** for pickup charges not covered by any road club, insurance policy or covered by the manufacture's new **vehicle** warranty, to have your vehicle picked up and taken to a repair facility. This benefit has a maximum reimbursement of \$100 per covered claim. Valid receipts will be required for reimbursement.

D. Your Vehicle Maintenance Requirements

1. In order to maintain valid contract coverage, you must have your vehicle checked and serviced in accordance with the factory recommendations as outlined in your vehicle's Owner's Manual. Failure to follow the manufacturer's recommendations 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 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.

Maintenance expenses are your responsibility.

E. 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 1-800-494-3214, 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 1-800-494-3214. 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 to us exhibiting that the authorized repair has been completed;
7. Pay deductible, if applicable, and any non-covered expenses.

F. What is Not Covered

1. This contract does not provide coverage for:
 - A. The following parts: antenna mast, audio speakers and wiring; batteries; belts, hoses, lines and clamps; body parts; brake linings; brake rotors and drums; cellular telephones; clutch disc; exhaust system; fairing (except for the following parts: fairing mounting hardware, brackets, switches, covers, latches and hinges); filter housings; final drive chain or belt and rear sprocket; frame; fuses and fusible links; glass, lenses, light bulbs and sealed beams; mirrors; mufflers or baffles; shock absorbers; Sidecar (except for the following parts: mounting hardware, hub, spindle, wheel bearings, caliper, lines and fittings, suspension, latches and hinges); spark plugs; thermostats; tires, wheels and spokes (unless you purchased the optional Tire & Wheel Coverage); trailer hitch; trim, upholstery, paint, moldings; windshield and windshield mounts;
 - B. Seals and gaskets on used vehicle plans unless required in conjunction with a covered repair;
 - C. Repairs of water and air leaks, rattles, squeaks; alignment of body parts, fenders and windshield;
 - D. 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, wheel balancing, spoke adjustment, filters, lubricants, engine coolant, fluids and refrigerants will only be covered in connection with the repair of a covered mechanical breakdown, cleaning of cooling and/or fuel systems, ignition/fuel system adjustments and calibrations, removal of carbon, sludge,

varnish or other contaminants;

- E. 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;
 - F. Repairs, replacements or alterations not authorized by us;
 - G. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of your contract;
 - H. 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;
 - I. Repairs or replacements of any parts or components that are not supplied by the vehicle manufacturer;
 - 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 Section C. 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.
 - O. Vehicles used for commercial purposes
 - P. Vehicles used for rental, racing or other competition, as a taxi, police vehicle, security vehicle or emergency vehicle.
2. 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, improper repairs or improper storage, insufficient coolants or lubricants, rust and/or corrosion;
 - C. A non-covered part;
 - D. Loss of oil, lubricant or coolant regardless of the cause;
 - E. The direct result of aftermarket modifications made to your vehicle which do not meet manufacturer's specifications.
 - F. 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;
3. If you purchased the optional Tire & Wheel Coverage, this contract does not provide coverage for:
- A. Tires with less than 3/32nds of an inch tread depth remaining;
 - B. Damage caused by: normal wear, sidewall/curb impact, rim pinches, improper inflation/balancing/alignment, motorcycle accident or collision, negligence, abuse, misuse, racing, fire, theft or vandalism.

G. 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 1-888-835-5063;
5. A check made payable to Universal Underwriters Service Corporation in the amount of \$50.

H. 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 number of days remaining of the **contract term**, less a \$50 cancellation fee.
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**.

I. 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.

Address and Phone Numbers: **You** may contact **us** to have questions answered or to receive help in filing a claim under this **contract** by writing to 7045 College Boulevard, Overland Park, Kansas 66211, Attention: VSC Department. Or call **us** toll-free at 1-888-835-5063 for customer service or 1-800-494-3214 to file a claim.

Insurance Company Obligation: This **contract** is guaranteed under a service **contract** reimbursement insurance policy by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. In the event **your** claim is not paid within 60 days after proof of loss has been filed, **you** may file a claim directly with Universal Underwriters Insurance Company. To do so, please call the following toll free number: 1-800-494-3214.

J .State Changes

If this contract is purchased in any of the following states, the following State Changes apply to your contract:

Alabama: Section H. Cancellation of Contract item 3: The cancellation fee is \$25. Section H. Cancellation of Contract item 3 the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**.

Arizona: Section H. Cancellation of Contract item 3: the cancellation fee is \$25.

California: **We/Us/Our** refer to UUSC Service Company, license number 0C17302. Section H. Cancellation of Contract item 3 is deleted and replaced with the following: 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 number of days remaining of the **contract term**, less a \$25 administration fee or 10% of the unearned pro-rata **contract** price, whichever is less.

Colorado: This **contract** is insured by Universal Underwriters Insurance Company by policy number 000018 issued to Universal Underwriters Service Corporation.

Connecticut: Section I. Important Items, the following is added: **Resolution of Disputes:** Every reasonable effort will be made to resolve disputes over the terms of this **contract**. In the event that **we** cannot reach agreement, **you** may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall contain a

short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and the results of such attempts. **Your** complaint must state the purchase or lease price of the covered **vehicle**, the cost of repair of the item and include a copy of **your contract**. The complaint shall be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, ATTN: Consumer Affairs.

Georgia: Section F. **What is Not Covered** item 1(F) is amended as follows: **F. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of your vehicle service contract and was known to you;** Section H. **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may only cancel **your contract** for fraud, material misrepresentation, or failure to pay the **contract** charge. If cancellation is due to non-payment ten (10) days notice shall be given, otherwise thirty (30) days notice shall be given. Notice shall be delivered in person or mailed via first class mailing to the last address **we** have on record. Section H. **Cancellation of Contract** item 3, the following is added: No cancellation service fee is applicable. If **we** fail to refund the unearned consideration, **you** have the right to receive the refund directly from: Universal Underwriters Insurance Company, 7045 College Blvd., Overland Park, Kansas 66211.

Hawaii: Section H. **Cancellation of Contract** item 2 is amended to read as follows: 2. **We** may cancel **your contract** for nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of **your** duties relating to the covered **vehicle** or its use. Section H. **Cancellation of Contract** item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**. The right to void this **contract** is not transferable.

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

Illinois: Section H. **Cancellation of Contract** item 3, the cancellation fee will be equal to the lesser of 10% of the **contract** purchase price or \$50.

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

Iowa: The following is added to **your contract**: Payment options for this **contract** include cash full payment at the time of sale or by including the price with the financing of **your vehicle**. Section B. **Coverage**, the following is added: **Used parts will not be used without your written permission. If we determine that used parts are the only parts available at a reasonable cost and you do not give us your written permission, we will contribute toward the repair that you have made using new or re-built parts, an amount we would have paid using used parts. No payment will be made unless such repairs are made.** Section I. **Important Items** the following is added: **FOR IOWA RESIDENTS ONLY** Should **you** have questions or problems with this **contract**, **you** may contact the following: Iowa Commissioner of Insurance, Sixth Floor, Lucas State Office Building, Des Moines, Iowa 50319. Section **Cancellation of Contract** item 3, the following has been added: The dealership from whom this **contract** was purchased is also responsible for a portion of **your** refund.

Kentucky: Section **Cancellation of Contract** item 2, the following has been added: If **we** cancel this **contract** **we** must give **you** no less than 75 days written notice for all reasons other than nonpayment in which case 14 days written notice will be given.

Louisiana: **We/Us/Our** refer to the **Seller** on the first page of this **contract**. **We** have appointed Universal Underwriters Service Corporation as the administrator of this **contract**.

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

Minnesota: Section D. **Your Vehicle Maintenance Requirements** item 1, the following is added: If the manufacturer's owners manual for **your vehicle** is not provided to **you**, please **contract** Universal Underwriters Service Corporation and an alternative maintenance schedule to be used in connection with this **contract** will be provided. Section F. **What is Not Covered** item 1(F) is deleted. Section G. **Transfer of Contract** the sentence- "Transferred **contracts** are non-cancelable" is deleted. Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may cancel **your contract** for non-payment of the **contract** charge, or if there has been a substantial change in the risk assumed by **us** since the **contract** was issued.

Nebraska: Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may cancel **your contract** if **your vehicle** is a total loss or is repossessed; if **you** use **your vehicle** in any manner not covered by this **contract**; or if **you** do not pay the **contract** charge.

Nevada: Section **Cancellation of Contract** item 3, the following has been added: If **we** initiate the cancellation no fee will apply. **We** will pay a 10 percent penalty per month for any refund that is not paid or credited within 30 days after return of the **contract** to **us** or written notice is received by **us**. **We** will give at least 15 days written notice before cancellation is

- effective and state the reason(s) for cancellation. Section I. **Important Items** the following has been added: **Non-renewable Contract**: This contract is not renewable, and the period during which coverage applies is limited to the term you purchased. The term you purchased is indicated in the first page of this contract.
- New Hampshire**: Section G. **Transfer of Contract** the following applies: No transfer fee is applicable. Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may cancel **your contract** for non-payment of the contract charge, fraud or material misrepresentations affecting the contract or in the submission of a claim. **We** will give you at least sixty (60) days notice of cancellation. Section **Cancellation of Contract** the following applies: No cancellation fee is applicable.
- New Mexico**: Section **Cancellation of Contract** item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 60 days after return of the contract to us. Cancellation will become effective 15 days after we mail the notice of cancellation to you. This right to void this contract is not transferable. No cancellation fee is applicable.
- New York**: **We/Us/Our** refer to UUSC Service Company.
- North Carolina**: Section **Cancellation of Contract** item 3, the following is added: The administration fee shall not to exceed 10% of the pro rata refund or \$50, whichever is less.
- Oklahoma**: Section **Cancellation of Contract** item 3 is deleted and replaced with the following: 3. If you cancel the contract, a portion of the plan 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 contract date of sale. If cancellation is after 60 days of contract date of sale, the amount of the refund will be based on 100% of the unearned pro rata premium less a cancellation fee of 10% of the unearned pro rata premium or \$50, whichever is less. If the contract is cancelled by us, the amount of the refund will be based on 100% of the unearned pro rata premium. Section I. **Important Items** the following has been added: **Disclosure Statement**: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.
- South Carolina**: Section **Cancellation of Contract** item 2 is amended to read as follows: 2. **We** may cancel **your contract** for nonpayment of the contract charge, a material misrepresentation by you to us, or a substantial breach of your duties relating to the covered vehicle or its use. Section H. **Cancellation of Contract** item 3, the following is added: The right to void this contract is not transferable. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the contract to us. Section I. **Important Items**, the following is added: **SOUTH CAROLINA RESIDENTS ONLY** Any questions regarding your contract, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202 or call (803) 737-6180. Section I. **Important Items**, the following is added: This agreement is not an insurance contract.
- Texas**: Section H. **Cancellation of Contract** the following is added to item 2: **We** will mail a written notice to you at the last known address in our records at least 10 days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the contract charge, a material misrepresentation by you to us, or a substantial breach of duties by you relating to your vehicle or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. Section H. **Cancellation of Contract** item 3, the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service contract to us. You may apply for reimbursement directly to the insurer, Universal Underwriters Insurance Company, if a refund or credit is not paid before the 46th day after the date on which the contract was returned. To contact Universal Underwriters Insurance Company, you may write to 7045 College Boulevard, Overland Park, Kansas 66211 or call toll free to 1-(888) 835-5063.
- Utah**: The following is added to your contract: Payment options for this contract include cash full payment at the time of sale or by including the price with the financing of your vehicle. Section E. **Your Duties in the Event of a mechanical breakdown** the following is added: Your failure to notify us as required by the contract within the time specified does not invalidate your claim if you show us that it was not reasonably possible to notify us within the prescribed time and that notice was given to us as soon as reasonably possible. Section H. **Cancellation of Contract** items 1 and 2 are deleted and replaced with the following: 1. You or a person authorized by you may cancel this contract by mailing the contract to us; or by mailing written notice to us. 2. **We** may cancel this contract at any time if premium is not paid when due by giving 10 days written notice. If the contract has been in effect for less than 60 days, we may cancel by giving 10 days written notice. If the contract has been in effect for 60 days or more, we may cancel only for one or more of the following reasons: The contract was obtained through material misrepresentation; there has been a substantial change in the risks assumed, unless we should have foreseen the change or contemplated the risk when entering into the contract; you have committed substantial breaches of your contractual duties, conditions or warranties. **We** will give at least 30 days written notice before the cancellation is effective and state the reason(s) for cancellation. Section H. **Cancellation of Contract** item 4 is deleted and replaced with the following: When financing is provided for this contract, you will authorize your lienholder to be named as joint payee on any refund check. Your lienholder will be sole payee with authorization to cancel this contract in the event your vehicle is a total loss or is repossessed. Section I. **Important Items** the following is added: The contract is non-renewable. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

Vermont: Section H. **Cancellation of Contract** the following is added: **We** may cancel this **contract** within the first 15 days of the **contract** date of sale if **you** do not pay the **contract** charge. All cancellation notices must be by certified mail and include the reason for said cancellation.

Wisconsin: Section F. **What is Not Covered** item 1(E). is deleted. Section I. **Important Items** the following is added: **YOUR WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Wyoming: Section H. **Cancellation of Contract** items 2 and 3 are deleted and replaced with the following: 2. **We** may only cancel **your contract** for fraud, material misrepresentations, or for non-payment of the **contract** charge. **We** will mail a written notice to **you** at the last known address in **our** records at least 10 days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of duties by **you** relating to **your vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. 3. When financing is provided for **your contract**, **you** authorize **your** lienholder, as listed on the front page of this **contract**, to be named as joint payee on any refund check. Section H. **Cancellation of Contract** item4, the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service **contract** to **us**. Section I. **Important Items**, the following is added: **THIS AGREEMENT IS NOT AN INSURANCE CONTRACT.**

Vehicle Service Contract

Motorcycle, All-Terrain Vehicle & Scooter



Vehicle Owner

Name

Address

Apt. No.

City

State

Zip Code

Seller

Name

Address

City

State

Zip Code

Financial Institution

Name

Address

City

State

Zip Code

Vehicle Information

Vehicle Type Motorcycle All-Terrain Vehicle (ATV) Scooter

Year

Make

Model

Engine Size
cc

Vehicle Identification Number

Contract Information

Contract Date of Sale

In-Service Date

Contract Price

Vehicle Purchase Price

Contract Term

New Vehicle Term (J2)

A new vehicle is defined as a vehicle with any manufacturer's warranty remaining. New Vehicle Terms begin on the in-service date as listed above. This is the date that the manufacturer's warranty first went into effect. This may or may not be the date that you purchased the vehicle.

Used Vehicle Term (J1)

A used vehicle is defined as a vehicle with no manufacturer's warranty remaining. Used Vehicle Terms begin on the Contract Date of Sale as listed above.

Months _____ / Miles Unlimited See definition of Term to determine contract expiration date.

Deductible

Contract Option - Option must be selected and additional contract charge paid.

\$50 deductible per covered repair visit.

\$0 Deductible Option (New Vehicle Terms only)

Acknowledgement

You (Purchaser) whose signature appears below, acknowledge that **you** have read and understand the **contract** coverages, what is not covered, **your vehicle** maintenance responsibilities and how to file a claim. Furthermore, **you** understand that all repairs performed under this **contract** must be authorized by **us**. The purchase of this **contract** is not required in order to purchase, register or obtain financing for this **vehicle**.

Purchaser's Signature

Date

Seller's Representative Signature

California Residents Only: Performance to **you** under this **contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **contract** has been denied or has not been honored within 60 days the date proof of loss was filed. The name and address of the insurance company is: Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. If **you** are not satisfied with the insurance company's response, **you** may contact the California Department of Insurance at 1-800-927-4357.

Vehicle Service Contract Provider and Administrator:

Universal Underwriters Service Corporation 7045 College Boulevard, Overland Park, KS 66211 1-888-835-5063

**THE FOLLOWING IS YOUR CONTRACT.
PLEASE READ IT CAREFULLY AND RETAIN IT FOR YOUR RECORDS.**

A. 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 New Vehicle Terms 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. 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 Terms. Contract expiration is measured from **in-service date**. The contract expires when the length of time of the **term** is reached (12:01 a.m. local standard time).

Used Vehicle Terms. Contract expiration is measured from the **contract** date of sale. The contract expires when the length of time of the **term** is reached (12:01 a.m. local standard time).

We/Us/Our: Universal Underwriters Service Corporation, the service contract provider and obligor of this contract. In some states, **we/us/our** may refer to another entity. Please refer to Section **J. State Changes** for such exceptions.

You/Your: The purchaser of the contract.

Vehicle: The vehicle identified on the front page of this contract.

B. Coverage

If a **mechanical breakdown** occurs, we will pay an authorized repair facility reasonable and customary charges, not to exceed manufacturer's suggested list price for covered parts, and specific labor times published in nationally published labor manuals or the manufacturer's warranty labor time standards, to repair or replace any part of your vehicle, except those listed under Section **F. What is Not Covered** of this contract. 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).

Contract Option:

\$0 Deductible Option:

If this option is selected and the additional contract charge paid, you will pay no deductible for covered repairs.

C. Additional Program Benefits

Substitute Vehicle Coverage (On-Road Motorcycle Only):

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. Example: .1 to 8 authorized labor hours = 1 day; 8.1 to 16 authorized labor hours = 2 days, etc.

Trip Interruption Coverage (On-Road Motorcycle Only):

In the event of a **mechanical breakdown** covered by this contract or the manufacturer's warranty, 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 \$75 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 \$225 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.

Pickup Reimbursement:

In the event of a **mechanical breakdown** covered by this contract, we will reimburse you for pickup charges not covered by any road club, insurance policy or covered by the manufacture's new vehicle warranty, to have your vehicle picked up and taken to a repair facility. This benefit has a maximum reimbursement of \$100 per covered claim. Valid receipts will be required for reimbursement.

D. Your Vehicle Maintenance Requirements

1. In order to maintain valid contract coverage, you must have your vehicle checked and serviced in accordance with the factory recommendations as outlined in your vehicle's Owner's Manual. Failure to follow the manufacturer's recommendations 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 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.

Maintenance expenses are your responsibility.

E. 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 1-800-494-3214, 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 1-800-494-3214. 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 to us exhibiting that the authorized repair has been completed;
7. Pay deductible, if applicable, and any non-covered expenses.

F. What is Not Covered

1. This contract does not provide coverage for:
 - A. The following parts: antenna mast, audio speakers and wiring; batteries; belts, hoses, lines and clamps; body parts; brake linings; brake rotors and drums; cellular telephones; clutch disc; exhaust system; fairing (except for the following parts: fairing mounting hardware, brackets, switches, covers, latches and hinges); filter housings; final drive chain or belt and rear sprocket; frame; fuses and fusible links; glass, lenses, light bulbs and sealed beams; mirrors; mufflers or baffles; shock absorbers; Sidecar (except for the following parts: mounting hardware, hub, spindle, wheel bearings, caliper, lines and fittings, suspension, latches and hinges); spark plugs; thermostats; tires, wheels and spokes; trailer hitch; trim, upholstery, paint, moldings; windshield and windshield mounts;
 - B. Seals and gaskets on used vehicle plans unless required in conjunction with a covered repair;
 - C. Repairs of water and air leaks, rattles, squeaks; alignment of body parts, fenders and windshield;
 - D. 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, wheel balancing, spoke adjustment, filters, lubricants, engine coolant, fluids and refrigerants will only be covered in connection with the repair of a covered mechanical breakdown, cleaning of cooling and/or fuel systems, ignition/fuel system adjustments and calibrations, removal of carbon, sludge, varnish or other contaminants;
 - E. 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;
 - F. Repairs, replacements or alterations not authorized by us;

- G. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of your contract;
 - H. 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;
 - I. Repairs or replacements of any parts or components that are not supplied by the vehicle manufacturer;
 - 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 Section C. 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.
 - O. Vehicles used for commercial purposes
 - P. Vehicles used for rental, racing or other competition, as a taxi, police vehicle, security vehicle or emergency vehicle.
2. 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, improper repairs or improper storage, insufficient coolants or lubricants, rust and/or corrosion;
 - C. A non-covered part;
 - D. Loss of oil, lubricant or coolant regardless of the cause;
 - E. The direct result of aftermarket modifications made to your vehicle which do not meet manufacturer's specifications.
 - F. 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.

G. 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 1-888-835-5063;
5. A check made payable to Universal Underwriters Service Corporation in the amount of \$50.

H. 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 number of days remaining of the **contract term**, less a \$50 cancellation fee.

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**.

I. 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.

Address and Phone Numbers: **You** may contact **us** to have questions answered or to receive help in filing a claim under this **contract** by writing to 7045 College Boulevard, Overland Park, Kansas 66211, Attention: VSC Department. Or call **us** toll-free at 1-888-835-5063 for customer service or 1-800-494-3214 to file a claim.

Insurance Company Obligation: This **contract** is guaranteed under a service **contract** reimbursement insurance policy by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. In the event **your** claim is not paid within 60 days after proof of loss has been filed, **you** may file a claim directly with Universal Underwriters Insurance Company. To do so, please call the following toll free number: 1-800-494-3214.

J .State Changes

If this contract is purchased in any of the following states, the following State Changes apply to your contract:

Alabama: Section H. Cancellation of Contract item 3: The cancellation fee is \$25. Section H. Cancellation of Contract item 3 the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**.

Arizona: Section H. Cancellation of Contract item 3: the cancellation fee is \$25.

California: **We/Us/Our** refer to UUSC Service Company, license number 0C17302. Section H. Cancellation of Contract item 3 is deleted and replaced with the following: 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 number of days remaining of the **contract term**, less a \$25 administration fee or 10% of the unearned pro-rata **contract** price, whichever is less.

Colorado: This **contract** is insured by Universal Underwriters Insurance Company by policy number 000018 issued to Universal Underwriters Service Corporation.

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

Georgia: Section F. What is Not Covered item 1(F) is amended as follows: **F. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of your vehicle service contract and was known to you;** Section H. Cancellation of Contract item 2 is deleted and replaced with the following: 2. **We** may only cancel **your contract** for fraud, material misrepresentation, or failure to pay the **contract** charge. If cancellation is due to

non-payment ten (10) days notice shall be given, otherwise thirty (30) days notice shall be given. Notice shall be delivered in person or mailed via first class mailing to the last address we have on record. Section H. **Cancellation of Contract** item 3, the following is added: No cancellation service fee is applicable. If we fail to refund the unearned consideration, you have the right to receive the refund directly from: Universal Underwriters Insurance Company, 7045 College Blvd., Overland Park, Kansas 66211.

Hawaii: Section H. **Cancellation of Contract** item 2 is amended to read as follows: 2. We may cancel your contract for nonpayment of the contract charge, a material misrepresentation by you to us, or a substantial breach of your duties relating to the covered vehicle or its use. Section H. **Cancellation of Contract** item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the contract to us. The right to void this contract is not transferable.

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

Illinois: Section H. **Cancellation of Contract** item 3, the cancellation fee will be equal to the lesser of 10% of the contract purchase price or \$50.

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

Iowa: The following is added to your contract: Payment options for this contract include cash full payment at the time of sale or by including the price with the financing of your vehicle. Section B. **Coverage**, the following is added: **Used parts will not be used without your written permission. If we determine that used parts are the only parts available at a reasonable cost and you do not give us your written permission, we will contribute toward the repair that you have made using new or re-built parts, an amount we would have paid using used parts. No payment will be made unless such repairs are made.** Section I. **Important Items** the following is added: **FOR IOWA RESIDENTS ONLY** Should you have questions or problems with this contract, you may contact the following: Iowa Commissioner of Insurance, Sixth Floor, Lucas State Office Building, Des Moines, Iowa 50319. Section **Cancellation of Contract** item 3, the following has been added: The dealership from whom this contract was purchased is also responsible for a portion of your refund.

Kentucky: Section **Cancellation of Contract** item 2, the following has been added: If we cancel this contract we must give you no less than 75 days written notice for all reasons other than nonpayment in which case 14 days written notice will be given.

Louisiana: We/Us/Our refer to the Seller on the first page of this contract. We have appointed Universal Underwriters Service Corporation as the administrator of this contract.

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

Minnesota: Section D. **Your Vehicle Maintenance Requirements** item 1, the following is added: If the manufacturer's owners manual for your vehicle is not provided to you, please contact Universal Underwriters Service Corporation and an alternative maintenance schedule to be used in connection with this contract will be provided. Section F. **What is Not Covered** item 1(F) is deleted. Section G. **Transfer of Contract** the sentence- "Transferred contracts are non-cancelable" is deleted. Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. We may cancel your contract for non-payment of the contract charge, or if there has been a substantial change in the risk assumed by us since the contract was issued.

Nebraska: Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. We may cancel your contract if your vehicle is a total loss or is repossessed; if you use your vehicle in any manner not covered by this contract; or if you do not pay the contract charge.

Nevada: Section **Cancellation of Contract** item 3, the following has been added: If we initiate the cancellation no fee will apply. We will pay a 10 percent penalty per month for any refund that is not paid or credited within 30 days after return of the contract to us or written notice is received by us. We will give at least 15 days written notice before cancellation is effective and state the reason(s) for cancellation. Section I. **Important Items** the following has been added: **Non-renewable Contract:** This contract is not renewable, and the period during which coverage applies is limited to the term you purchased. The term you purchased is indicated in the first page of this contract.

New Hampshire: Section G. **Transfer of Contract** the following applies: No transfer fee is applicable. Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. We may cancel your contract for non-payment of the contract charge, fraud or material misrepresentations affecting the contract or in the submission of a claim. We will give you at least sixty (60) days notice of cancellation. Section **Cancellation of Contract** the following applies: No cancellation fee is applicable.

- New Mexico:** Section **Cancellation of Contract** item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 60 days after return of the **contract** to **us**. Cancellation will become effective 15 days after **we** mail the notice of cancellation to **you**. This right to void this **contract** is not transferable. No cancellation fee is applicable.
- New York:** **We/Us/Our** refer to UUSC Service Company.
- North Carolina:** Section **Cancellation of Contract** item 3, the following is added: The administration fee shall not to exceed 10% of the pro rata refund or \$50, whichever is less.
- Oklahoma:** Section **Cancellation of Contract** item 3 is deleted and replaced with the following: 3. If **you** cancel the **contract**, a portion of the plan 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 **contract** date of sale. If cancellation is after 60 days of **contract** date of sale, the amount of the refund will be based on 100% of the unearned pro rata premium less a cancellation fee of 10% of the unearned pro rata premium or \$50, whichever is less. If the **contract** is cancelled by **us**, the amount of the refund will be based on 100% of the unearned pro rata premium. Section I. **Important Items** the following has been added: **Disclosure Statement:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.
- South Carolina:** Section **Cancellation of Contract** item 2 is amended to read as follows: 2. **We** may cancel **your contract** for nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of **your** duties relating to the covered **vehicle** or its use. Section H. **Cancellation of Contract** item 3, the following is added: The right to void this **contract** is not transferable. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**. Section I. **Important Items**, the following is added: **SOUTH CAROLINA RESIDENTS ONLY** Any questions regarding **your contract**, **you** may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202 or call (803) 737-6180. Section I. **Important Items**, the following is added: This agreement is not an insurance **contract**.
- Texas:** Section H. **Cancellation of Contract** the following is added to item 2: **We** will mail a written notice to **you** at the last known address in **our** records at least 10 days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of duties by **you** relating to **your vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. Section H. **Cancellation of Contract** item 3, the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service **contract** to **us**. **You** may apply for reimbursement directly to the insurer, Universal Underwriters Insurance Company, if a refund or credit is not paid before the 46th day after the date on which the **contract** was returned. To contact Universal Underwriters Insurance Company, **you** may write to 7045 College Boulevard, Overland Park, Kansas 66211 or call toll free to 1-(888) 835-5063.
- Utah:** The following is added to **your contract**: Payment options for this **contract** include cash full payment at the time of sale or by including the price with the financing of **your vehicle**. Section E. **Your Duties in the Event of a mechanical breakdown** the following is added: **Your** failure to notify **us** as required by the **contract** within the time specified does not invalidate **your** claim if **you** show **us** that it was not reasonably possible to notify **us** within the prescribed time and that notice was given to **us** as soon as reasonably possible. Section H. **Cancellation of Contract** items 1 and 2 are deleted and replaced with the following: 1. **You** or a person authorized by **you** may cancel this **contract** by mailing the **contract** to **us**; or by mailing written notice to **us**. 2. **We** may cancel this **contract** at any time if premium is not paid when due by giving 10 days written notice. If the **contract** has been in effect for less than 60 days, **we** may cancel by giving 10 days written notice. If the **contract** has been in effect for 60 days or more, **we** may cancel only for one or more of the following reasons: The **contract** was obtained through material misrepresentation; there has been a substantial change in the risks assumed, unless **we** should have foreseen the change or contemplated the risk when entering into the **contract**; **you** have committed substantial breaches of **your** contractual duties, conditions or warranties. **We** will give at least 30 days written notice before the cancellation is effective and state the reason(s) for cancellation. Section H. **Cancellation of Contract** item 4 is deleted and replaced with the following: When financing is provided for this **contract**, **you** will authorize **your** lienholder to be named as joint payee on any refund check. **Your** lienholder will be sole payee with authorization to cancel this **contract** in the event **your vehicle** is a total loss or is repossessed. Section I. **Important Items** the following is added: The **contract** is non-renewable. Coverage afforded under this **contract** is not guaranteed by the Property and Casualty Guaranty Association.
- Vermont:** Section H. **Cancellation of Contract** the following is added: **We** may cancel this **contract** within the first 15 days of the **contract** date of sale if **you** do not pay the **contract** charge. All cancellation notices must be by certified mail and include the reason for said cancellation.
- Wisconsin:** Section F. **What is Not Covered** item 1(E). is deleted. Section I. **Important Items** the following is added: **YOUR WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**
- Wyoming:** Section H. **Cancellation of Contract** items 2 and 3 are deleted and replaced with the following: 2. **We** may only cancel **your contract** for fraud, material misrepresentations, or for non-payment of the **contract** charge. **We** will mail a written notice to **you** at the last known address in **our** records at least 10 days prior to cancellation. Prior notice is not

required if the reason for cancellation is nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of duties by **you** relating to **your vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. 3. When financing is provided for **your contract**, **you** authorize **your** lienholder, as listed on the front page of this **contract**, to be named as joint payee on any refund check. Section H. **Cancellation of Contract** item4, the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service **contract** to **us**. Section I. **Important Items**, the following is added: **THIS AGREEMENT IS NOT AN INSURANCE CONTRACT.**

Vehicle Service Contract

Motorcycle



Motorcycle Owner

Name

Address

Apt. No.

City

State

Zip Code

Seller

Name

Address

City

State

Zip Code

Financial Institution

Name

Address

City

State

Zip Code

Vehicle Information

Vehicle Type Motorcycle

Year

Make

Model

Engine Size
cc

Vehicle Identification Number

Contract Information

Contract Date of Sale

In-Service Date

Contract Price

Motorcycle Purchase Price

Contract Term

- New Motorcycle Term (HN)**
A new motorcycle is defined as a motorcycle with any manufacturer's warranty remaining. New Motorcycle Terms begin on the in-service date as listed above. This is the date that the manufacturer's warranty first went into effect. This may or may not be the date that you purchased the motorcycle.

- Used Motorcycle Term (HU)**
A used motorcycle is defined as a motorcycle with no manufacturer's warranty remaining. Used Motorcycle Terms begin on the Contract Date of Sale as listed above.

Months _____ / Miles Unlimited See definition of Term to determine contract expiration date.

Deductible

\$50 deductible per covered repair visit.

Contract Options - Options must be selected and additional contract charge paid.

\$0 Deductible Option
(New Motorcycle Terms only)

Tire & Wheel Coverage Option

Acknowledgement

You (Purchaser) whose signature appears below, acknowledge that **you** have read and understand the **contract** coverages, what is not covered, **your motorcycle** maintenance responsibilities and how to file a claim. Furthermore, **you** understand that all repairs performed under this **contract** must be authorized by **us**. The purchase of this **contract** is not required in order to purchase, register or obtain financing for this **motorcycle**.

Purchaser's Signature

Date

Seller's Representative Signature

California Residents Only: Performance to **you** under this **contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **contract** has been denied or has not been honored within 60 days the date proof of loss was filed. The name and address of the insurance company is: Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. If **you** are not satisfied with the insurance company's response, **you** may contact the California Department of Insurance at 1-800-927-4357.

Vehicle Service Contract Provider and Administrator:

Universal Underwriters Service Corporation 7045 College Boulevard, Overland Park, KS 66211 1-888-835-5063

**THE FOLLOWING IS YOUR CONTRACT.
PLEASE READ IT CAREFULLY AND RETAIN IT FOR YOUR RECORDS.**

A. Definitions

Contract: Your motorcycle 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 New Motorcycle Terms Only) This is the date the original manufacturer's warranty first went into effect. This is the date the **motorcycle** was first registered as a new **motorcycle** or first went into demonstrator service. This may or may not be the date you purchased your **motorcycle**. If the **in-service date** is not provided or the incorrect **in-service date** is entered, January 1 of the **motorcycle** 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 you purchased a Used Motorcycle Plan 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 **motorcycle** unless it is properly transferred or cancelled as described in this contract.

New Motorcycle Terms. Contract expiration is measured from **in-service date**. The contract expires when the length of time of the **term** is reached (12:01 a.m. local standard time).

Used Motorcycle Terms. Contract expiration is measured from the **contract** date of sale. The contract expires when the length of time of the **term** is reached (12:01 a.m. local standard time).

We/Us/Our: Universal Underwriters Service Corporation, the service contract provider and obligor of this contract. In some states, **we/us/our** may refer to another entity. Please refer to Section J. **State Changes** for such exceptions.

You/Your: The purchaser of the contract.

Motorcycle: The vehicle identified on the front page of this contract.

B. Coverage

If a **mechanical breakdown** occurs, we will pay an authorized repair facility reasonable and customary charges, not to exceed manufacturer's suggested list price for covered parts, and specific labor times published in nationally published labor manuals or the manufacturer's warranty labor time standards, to repair or replace any part of your **motorcycle**, except those listed under Section F. **What is Not Covered** of this contract. 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).

Contract Options:

\$0 Deductible Option:

If this option is selected and the additional contract charge paid, you will pay no deductible for covered repairs.

Tire & Wheel Coverage Option:

If this option is selected and the additional contract charge paid, we will pay to repair or replace the original equipment or like replacement tire and/or wheels of your motorcycle that fail do to damage caused by road hazard except those listed under Section F. **What is Not Covered** of this contract. (Road hazard is defined as debris on the road surface or road surface conditions such as potholes, cracks and breaks.)

C. Additional Program Benefits

Substitute Vehicle 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 \$75 per day for each 24 hour period, nor (b) total more than \$750 for each covered repair visit. You must incur this expense between the date of the **mechanical breakdown** and the date on which the covered repairs are completed.

Trip Interruption Coverage:

In the event of a **mechanical breakdown** covered by this contract or the manufacturer's warranty, 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 \$150 per day for a maximum of three (3) days or the period of time that it took to repair **your motorcycle**, whichever is less, and shall not exceed \$450 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.

Pickup Reimbursement:

In the event of a **mechanical breakdown** covered by this **contract**, we will reimburse **you** for pickup charges not covered by any road club, insurance policy or covered by the manufacture's new **vehicle** warranty, to have your vehicle picked up and taken to a repair facility. This benefit has a maximum reimbursement of \$200 per covered claim. Valid receipts will be required for reimbursement.

D. Your Motorcycle Maintenance Requirements

1. In order to maintain valid contract coverage, you must have your motorcycle checked and serviced in accordance with the factory recommendations as outlined in your motorcycle's Owner's Manual. Failure to follow the manufacturer's recommendations 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 when the services were performed.
3. If requested, furnish us with maintenance and/or service receipts as proof of your motorcycle's regular maintenance during the contract term.

Maintenance expenses are your responsibility.

E. Your Duties in the Event of a Mechanical Breakdown

1. Use reasonable means to protect your motorcycle 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 motorcycle to the Seller. If this is not possible, call us toll free at 1-800-494-3214, 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 1-800-494-3214. 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 to us exhibiting that the authorized repair has been completed;
7. Pay deductible, if applicable, and any non-covered expenses.

F. What is Not Covered

1. This contract does not provide coverage for:
 - A. The following parts: antenna mast, audio speakers and wiring; batteries; belts, hoses, lines and clamps; body parts; brake linings; brake rotors and drums; cellular telephones; clutch disc; exhaust system; fairing (except for the following parts: fairing mounting hardware, brackets, switches, covers, latches and hinges); filter housings; final drive chain or belt and rear sprocket; frame; fuses and fusible links; glass, lenses, light bulbs and sealed beams; mirrors; mufflers or baffles; shock absorbers; Sidecar (except for the following parts: mounting hardware, hub, spindle, wheel bearings, caliper, lines and fittings, suspension, latches and hinges); spark plugs; thermostats; tires, wheels and spokes (unless you purchased the optional Tire & Wheel Coverage); trailer hitch; trim, upholstery, paint, moldings; windshield and windshield mounts;
 - B. Any oil consumption or loss of compression or cylinder wear on used motorcycle plans;
 - C. Repairs of water and air leaks, rattles, squeaks; alignment of body parts, fenders and windshield;
 - D. The normal maintenance services and parts required or recommended by your motorcycle manufacturer and other normal maintenance services and parts which include, but are not limited to: engine tune up, suspension alignment, wheel balancing, spoke adjustment, filters, lubricants, engine coolant, fluids and refrigerants will only be covered in connection with the repair of a covered mechanical breakdown, cleaning of cooling and/or fuel systems, ignition/fuel system adjustments and calibrations, removal of carbon, sludge,

varnish or other contaminants;

- E. 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;
 - F. Repairs, replacements or alterations not authorized by us;
 - G. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of your contract;
 - H. 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;
 - I. Repairs or replacements of any parts or components that are not supplied by the motorcycle manufacturer;
 - 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 Section C. 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.
 - O. Motorcycles used for commercial purposes
 - P. Motorcycles used for rental, racing or other competition, as a taxi, police motorcycle, security motorcycle or emergency motorcycle.
2. 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, improper repairs or improper storage, insufficient coolants or lubricants, rust and/or corrosion;
 - C. A non-covered part;
 - D. Loss of oil, lubricant or coolant regardless of the cause;
 - E. The direct result of aftermarket modifications made to your motorcycle which do not meet manufacturer's specifications.
 - F. 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;
3. If you purchased the optional Tire & Wheel Coverage, this contract does not provide coverage for:
- A. Tires with less than 3/32nds of an inch tread depth remaining;
 - B. Damage caused by: normal wear, sidewall/curb impact, rim pinches, improper inflation/balancing/alignment, motorcycle accident or collision, negligence, abuse, misuse, racing, fire, theft or vandalism.

G. 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 motorcycle. (No dealers or brokers.) Remaining coverage must be properly transferred within 30 days of motorcycle 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 motorcycle;
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 1-888-835-5063;
5. A check made payable to Universal Underwriters Service Corporation in the amount of \$50.

H. 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 number of days remaining of the **contract term**, less a \$50 cancellation fee.
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 motorcycle** is a total loss or is repossessed.

If cancelled, **your contract** may not be repurchased or coverage reinstated on **your motorcycle**.

I. 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 motorcycle** 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 motorcycle**.

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.

Address and Phone Numbers: **You** may contact **us** to have questions answered or to receive help in filing a claim under this **contract** by writing to 7045 College Boulevard, Overland Park, Kansas 66211, Attention: VSC Department. Or call **us** toll-free at 1-888-835-5063 for customer service or 1-800-494-3214 to file a claim.

Insurance Company Obligation: This **contract** is guaranteed under a service **contract** reimbursement insurance policy by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. In the event **your** claim is not paid within 60 days after proof of loss has been filed, **you** may file a claim directly with Universal Underwriters Insurance Company. To do so, please call the following toll free number: 1-800-494-3214.

J .State Changes

If this contract is purchased in any of the following states, the following State Changes apply to your contract:

Alabama: Section H. Cancellation of Contract item 3: The cancellation fee is \$25. Section H. Cancellation of Contract item 3 the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**.

Arizona: Section H. Cancellation of Contract item 3: the cancellation fee is \$25.

California: **We/Us/Our** refer to UUSC Service Company, license number 0C17302. Section H. Cancellation of Contract item 3 is deleted and replaced with the following: 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 number of days remaining of the **contract term**, less a \$25 administration fee or 10% of the unearned pro-rata **contract** price, whichever is less.

Colorado: This **contract** is insured by Universal Underwriters Insurance Company by policy number 000018 issued to Universal Underwriters Service Corporation.

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

Georgia: Section F. **What is Not Covered** item 1(F) is amended as follows: **F. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of your motorcycle service contract and was known to you;** Section H. **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may only cancel **your contract** for fraud, material misrepresentation, or failure to pay the **contract** charge. If cancellation is due to non-payment ten (10) days notice shall be given, otherwise thirty (30) days notice shall be given. Notice shall be delivered in person or mailed via first class mailing to the last address **we** have on record. Section H. **Cancellation of Contract** item 3, the following is added: No cancellation service fee is applicable. If **we** fail to refund the unearned consideration, **you** have the right to receive the refund directly from: Universal Underwriters Insurance Company, 7045 College Blvd., Overland Park, Kansas 66211.

Hawaii: Section H. **Cancellation of Contract** item 2 is amended to read as follows: 2. **We** may cancel **your contract** for nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of **your** duties relating to the covered **motorcycle** or its use. Section H. **Cancellation of Contract** item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**. The right to void this **contract** is not transferable.

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

Illinois: Section H. **Cancellation of Contract** item 3, the cancellation fee will be equal to the lesser of 10% of the **contract** purchase price or \$50.

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

Iowa: The following is added to **your contract**: Payment options for this **contract** include cash full payment at the time of sale or by including the price with the financing of **your motorcycle**. Section B. **Coverage**, the following is added: **Used parts will not be used without your written permission. If we determine that used parts are the only parts available at a reasonable cost and you do not give us your written permission, we will contribute toward the repair that you have made using new or re-built parts, an amount we would have paid using used parts. No payment will be made unless such repairs are made.** Section I. **Important Items** the following is added: **FOR IOWA RESIDENTS ONLY** Should **you** have questions or problems with this **contract**, **you** may contact the following: Iowa Commissioner of Insurance, Sixth Floor, Lucas State Office Building, Des Moines, Iowa 50319. Section **Cancellation of Contract** item 3, the following has been added: The dealership from whom this **contract** was purchased is also responsible for a portion of **your** refund.

Kentucky: Section **Cancellation of Contract** item 2, the following has been added: If **we** cancel this **contract** **we** must give **you** no less than 75 days written notice for all reasons other than nonpayment in which case 14 days written notice will be given.

Louisiana: **We/Us/Our** refer to the **Seller** on the first page of this **contract**. **We** have appointed Universal Underwriters Service Corporation as the administrator of this **contract**.

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

Minnesota: Section D. **Your Motorcycle Maintenance Requirements** item 1, the following is added: If the manufacturer's owners manual for **your motorcycle** is not provided to **you**, please **contract** Universal Underwriters Service Corporation and an alternative maintenance schedule to be used in connection with this **contract** will be provided. Section F. **What is Not Covered** item 1(F) is deleted. Section G. **Transfer of Contract** the sentence- "Transferred **contracts** are non-cancelable" is deleted. Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may cancel **your contract** for non-payment of the **contract** charge, or if there has been a substantial change in the risk assumed by **us** since the **contract** was issued.

Nebraska: Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may cancel **your contract** if **your motorcycle** is a total loss or is repossessed; if **you** use **your motorcycle** in any manner not covered by this **contract**; or if **you** do not pay the **contract** charge.

Nevada: Section **Cancellation of Contract** item 3, the following has been added: If **we** initiate the cancellation no fee will apply. **We** will pay a 10 percent penalty per month for any refund that is not paid or credited within 30 days after return of the **contract** to **us** or written notice is received by **us**. **We** will give at least 15 days written notice before cancellation is effective and state the reason(s) for cancellation. Section **I. Important Items** the following has been added: **Non-renewable Contract:** This **contract** is not renewable, and the period during which coverage applies is limited to the **term you purchased**. The **term you purchased** is indicated in the first page of this **contract**.

New Hampshire: Section **G. Transfer of Contract** the following applies: No transfer fee is applicable. Section **Cancellation of Contract** item 2 is deleted and replaced with the following: 2. **We** may cancel **your contract** for non-payment of the **contract** charge, fraud or material misrepresentations affecting the **contract** or in the submission of a claim. **We** will give **you** at least sixty (60) days notice of cancellation. Section **Cancellation of Contract** the following applies: No cancellation fee is applicable.

New Mexico: Section **Cancellation of Contract** item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 60 days after return of the **contract** to **us**. Cancellation will become effective 15 days after **we** mail the notice of cancellation to **you**. This right to void this **contract** is not transferable. No cancellation fee is applicable.

New York: **We/Us/Our** refer to UUSC Service Company.

North Carolina: Section **Cancellation of Contract** item 3, the following is added: The administration fee shall not to exceed 10% of the pro rata refund or \$50, whichever is less.

Oklahoma: Section **Cancellation of Contract** item 3 is deleted and replaced with the following: 3. If **you** cancel the **contract**, a portion of the plan 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 **contract** date of sale. If cancellation is after 60 days of **contract** date of sale, the amount of the refund will be based on 100% of the unearned pro rata premium less a cancellation fee of 10% of the unearned pro rata premium or \$50, whichever is less. If the **contract** is cancelled by **us**, the amount of the refund will be based on 100% of the unearned pro rata premium. Section **I. Important Items** the following has been added: **Disclosure Statement:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

South Carolina: Section **Cancellation of Contract** item 2 is amended to read as follows: 2. **We** may cancel **your contract** for nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of **your** duties relating to the covered **motorcycle** or its use. Section **H. Cancellation of Contract** item 3, the following is added: The right to void this **contract** is not transferable. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **contract** to **us**. Section **I. Important Items**, the following is added: **SOUTH CAROLINA RESIDENTS ONLY** Any questions regarding **your contract**, **you** may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202 or call (803) 737-6180. Section **I. Important Items**, the following is added: This agreement is not an insurance **contract**.

Texas: Section **H. Cancellation of Contract** the following is added to item 2: **We** will mail a written notice to **you** at the last known address in **our** records at least 10 days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of duties by **you** relating to **your motorcycle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. Section **H. Cancellation of Contract** item 3, the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service **contract** to **us**. **You** may apply for reimbursement directly to the insurer, Universal Underwriters Insurance Company, if a refund or credit is not paid before the 46th day after the date on which the **contract** was returned. To contact Universal Underwriters Insurance Company, **you** may write to 7045 College Boulevard, Overland Park, Kansas 66211 or call toll free to 1-(888) 835-5063.

Utah: The following is added to **your contract**: Payment options for this **contract** include cash full payment at the time of sale or by including the price with the financing of **your motorcycle**. Section **E. Your Duties in the Event of a mechanical breakdown** the following is added: **Your** failure to notify **us** as required by the **contract** within the time specified does not invalidate **your** claim if **you** show **us** that it was not reasonably possible to notify **us** within the prescribed time and that notice was given to **us** as soon as reasonably possible. Section **H. Cancellation of Contract** items 1 and 2 are deleted and replaced with the following: 1. **You** or a person authorized by **you** may cancel this **contract** by mailing the **contract** to **us**; or by mailing written notice to **us**. 2. **We** may cancel this **contract** at any time if premium is not paid when due by giving 10 days written notice. If the **contract** has been in effect for less than 60 days, **we** may cancel by giving 10 days written notice. If the **contract** has been in effect for 60 days or more, **we** may cancel only for one or more of the following reasons: The **contract** was obtained through material misrepresentation; there has been a substantial change in the risks assumed, unless **we** should have foreseen the change or contemplated the risk when entering into the **contract**; **you** have committed substantial breaches of **your** contractual duties, conditions or warranties. **We** will give at least 30 days written notice before the cancellation is effective and state the reason(s) for cancellation. Section **H. Cancellation of Contract** item 4 is deleted and replaced with the following: When financing is provided for this **contract**, **you** will authorize **your** lienholder to be named as joint payee on any refund check. **Your** lienholder will be sole payee with authorization to cancel

this **contract** in the event **your motorcycle** is a total loss or is repossessed. Section I. **Important Items** the following is added: The **contract** is non-renewable. Coverage afforded under this **contract** is not guaranteed by the Property and Casualty Guaranty Association.

Vermont: Section H. **Cancellation of Contract** the following is added: **We** may cancel this **contract** within the first 15 days of the **contract** date of sale if **you** do not pay the **contract** charge. All cancellation notices must be by certified mail and include the reason for said cancellation.

Wisconsin: Section F. **What is Not Covered** item 1(E). is deleted. Section I. **Important Items** the following is added: **YOUR WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Wyoming: Section H. **Cancellation of Contract** items 2 and 3 are deleted and replaced with the following: 2. **We** may only cancel **your contract** for fraud, material misrepresentations, or for non-payment of the **contract** charge. **We** will mail a written notice to **you** at the last known address in **our** records at least 10 days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **contract** charge, a material misrepresentation by **you** to **us**, or a substantial breach of duties by **you** relating to **your motorcycle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. 3. When financing is provided for **your contract**, **you** authorize **your** lienholder, as listed on the front page of this **contract**, to be named as joint payee on any refund check. Section H. **Cancellation of Contract** item4, the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service **contract** to **us**. Section I. **Important Items**, the following is added: **THIS AGREEMENT IS NOT AN INSURANCE CONTRACT.**

SERFF Tracking Number: *ZURC-125321263* *State:* *Arkansas*
Filing Company: *Universal Underwriters Insurance Company* *State Tracking Number:* *AR-PC-07-026410*
Company Tracking Number: *AR OL 26570F*
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2022 Other*
Product Name: *2007 Vehicle Service Contract Reimbursement Program - Motorcycle/Powersports*
Project Name/Number: *137/137*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-125321263 State: Arkansas
Filing Company: Universal Underwriters Insurance Company State Tracking Number: AR-PC-07-026410
Company Tracking Number: AR OL 26570F
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2022 Other
Product Name: 2007 Vehicle Service Contract Reimbursement Program - Motorcycle/Powersports
Project Name/Number: 137/137

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Accepted for Informational 10/23/2007
Purposes

Comments:

Attachment:

AR Transmittal Doc.pdf

Property & Casualty Transmittal Document

Reset Form

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Universal Underwriters Insurance Company	Kansas	41181	43-1249228	03

5. Company Tracking Number	AR OL 26570F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Terri L. Smith c/o Universal Underwriters Insurance Company 7045 College Blvd. Overland Park, KS 66211	Regulatory Services Filing Analyst	(800) 821-7803, Ext. 1337	(913) 906-2204	terri.smith@zurichna.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Terri L. Smith

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.2 Other Liability-Occ Only
10. Sub-Type of Insurance (Sub-TOI)	17.2022 Other
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Vehicle Service Contract Reimbursement Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	10/11/2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # AR OL 26570F

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Universal Underwriters Insurance Company is submitting the enclosed forms on behalf of Universal Underwriters Service Corporation (UUSC), its wholly owned subsidiary.

UUSC wishes to expand its currently filed Vehicle Service Contract Program to include vehicle service contracts for the Powersport industry. The filing will add forms to our current program to include Motorcycles, Scooters, ATVs, Personal Watercraft and Snowmobiles.

These Vehicle Service Contracts will be available to consumers through franchised Powersport dealerships in connection with the sale of the unit. In initializing this program, management has selected coverage and rates based on its review of the Powersport market for similiar products.

The program provides comprehensive mechanical breakdown coverage for new and used Powersports. Coverage benefits also include rental, pick-up service, and trip interruption. Additional options include coverage for tires & wheels and an option for a \$0 deductible.

[View Complete Filing Description](#)

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	AR OL 26570F
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2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	AR OL 26570E
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Contract - MC - PS - UUSC	V35170JG (9/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Contract - MC - PS - w/o T&W - UUSC	V35180JG (9/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Contract - MC/ATV/Scooter - UUSC	V35190JG (9/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Contract - MC/ATV/Scooter - w/o T&W - UUSC	V35200JG (9/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Contract - MC - Premium - UUSC	V35210JG (9/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1