



Declaration Page
UNITED STATES WARRANTY CORP.
Limited Motor Vehicle Service Agreement

U1S

SERVICE AGREEMENT HOLDER INFORMATION

Form for Service Agreement Holder Information including fields for First Name, Last Name / Company Name, E-Mail Address, Telephone Number, Street Address, City, State, Zip, Signature, and Date.

DEALER / LIENHOLDER INFORMATION

Form for Dealer / Lienholder Information including fields for Selling Dealer/Retailer, Dealer/Retailer Code, Signature, Date, Lienholder, Address, City, State, and Zip.

VEHICLE INFORMATION

Form for Vehicle Information including fields for Year, Make, Model, Odometer Reading, Vehicle Identification Number, AWD/4WD, Turbo/Supercharger, Hybrid Vehicle, One Ton Vehicle, and Diesel Engines.

PLAN INFORMATION

Form for Plan Information including Mechanical Breakdown Coverage options (Gold, Platinum), Deductible (\$0, \$100), Coverage Period (Effective Date, Term, Expiration), and Premium breakdown (Mechanical, Tax, Total).

Throughout this agreement, "YOU" and "YOUR" mean the customer named as the service agreement holder in the Declarations. "WE", "US" and "OUR" refer to United States Warranty Corp., USWC, Inc., USWC, USWC of Florida, or United States Warranty Corp. of Florida ("USWC").

COVERAGE SECTIONS:

- Section 1: Mechanical Breakdown Coverage
Section 2: Rental Car Allowance
Section 3: Road Service Allowance
Section 4: Claims Procedures
Section 5: Exclusions
Section 6: Conditions
Section 7: General
Section 8: State Amendments

UNITED STATES WARRANTY CORP. USWC, INC. USWC USWC OF FLORIDA
In CA, RI, TX In MA In NH
UNITED STATES WARRANTY CORP. OF FLORIDA
In AZ, CO, CT, DE, ID, IL, IN, IA, MI, MN, NH, NV, OK, OR, SC, SD, TN, WA

**SECTION 1:
MECHANICAL BREAKDOWN COVERAGE**

GOLD COVERAGE

ENGINE: all internal lubricated parts; cylinder block; cylinder heads; diesel lines & nozzles; diesel injection pump; diesel vacuum pump; engine mounts; flywheel; flywheel ring gear; fuel pump; fuel tank & lines; fuel tank selector valve; fuel injectors; harmonic balancer; exhaust manifold; ignition coil; intake manifold; oil pan; oil pump; oil pump housing; ohc carrier; radiator; radiator fan relay; radiator fan clutch; radiator fan motor; seals & gaskets; thermostat; thermostat housing; timing belt; timing chain; timing chain cover; timing gears; turbo/supercharger unit (factory installed); valve covers; water pump.

TRANSMISSION: all internal parts; seals & gaskets; torque converter; transfer case; transmission case; transmission mounts; transmission vVacuum module.

DRIVE AXLE: automatic front locking hubs (4 wheel drive); axle shafts; axle shaft bearings; constant velocity (cv) joint; drive axle housing and all internal parts; drive shafts; final drive housing and all internal parts; hub bearings; propeller shafts; retainers; seals & gaskets; supports; universal (u) joints; wheel bearings, front or rear.

SUSPENSION: ball joints; control arms; control arm bushings; control arm shafts; king pins; king pin bushings; macpherson struts (front & rear); seals & gaskets; spindle; spindle supports; stabilizer bushings; stabilizer shaft; steering knuckle; strut mounts (upper); strut mount bearings; tie rods.

STEERING: cooler and lines; control valve; couplings; cylinder; idler arms; intermediate shafts; linkage; main shafts; pitman arms; power steering hoses; power steering pump; seals & gaskets; steering gear housing - manual & power (includes all internal parts)

BRAKES: abs accumulator; abs modulator valve; abs module; abs pump motor assembly; abs sensor; backing plates; calipers; combination valve; hydraulic lines & fittings; master cylinder; parking brake linkage & cables; power brake booster; retainers; seals & gaskets; self adjusters; springs; wheel cylinders.

AIR CONDITIONING & HEATING: a/c accumulator; a/c clutch; a/c compressor; a/c compressor clutch switch; a/c control head; a/c control valve; a/c compressor seals; a/c hoses; automatic temperature control; clutch pulley; condenser; evaporator core; field coil; heater blower motor; heater core assembly; pressure cycling switch; seals & gaskets.

ELECTRICAL: alternator; body control module; distributor assembly (including housing, shaft, cap and rotor); distributor shaft; electronic control module; electronic ignition module; manually operated electrical switches; starter motor; starter motor solenoid; voltage regulator; washer pump; wiper motors; wiring harness (excluding; spark plug wires).

HIGH-TECH: air electronic suspension; compass & thermometer readout displays; cruise control; instrument cluster (excluding dash pad, clock, radio and graphic equalizer); keyless entry system (excluding door handles); power antenna; power door locks (excluding door handles); power seat motor; power window motors and regulator; speed control; washer pump.

PLATINUM COVERAGE

ANY MECHANICAL BREAKDOWN EXCEPT maintenance services and parts, including engine tune-ups; suspension alignment; wheel balancing; filters; lubricants; engine coolant; drive belts; radiator hoses; heater and vacuum hoses; wiper blades; air conditioning recharge; fluids; spark/glow plugs; manual clutch disc lining; brake pads; linings, and shoes; physical damage; alignment of bumper and body parts; glass; lenses; sealed beams; light bulbs; tires; battery; shock absorbers; brake rotors and drums; non-factory installed equipment (such as cellular phones, radio/CD player, speakers, theft deterrent systems, air conditioning components, etc.); bumpers; sheet metal; body panels; carpet; hinges; trim; upholstery; convertible or vinyl tops; molding and bright metal; air and water leaks; wind noise; weather-strips; squeaks and rattles; paint; rust; carburetor; throttle body assembly (except injectors); contaminated fuel system; exhaust system; including the catalytic converter; snow plows; winches; trailer hitches; wheels; appliances; airbags; seat adjusters, and tracks.

**SECTION 2:
RENTAL CAR ALLOWANCE**

THIS ADDITIONAL ALLOWANCE IS INCLUDED WITH THE PURCHASE OF ANY MECHANICAL BREAKDOWN COVERAGE PLAN.

If YOU purchased the GOLD COVERAGE, YOU will be reimbursed up to \$35 per day for a maximum of five (5) days for same day rental (immediately effective when YOUR vehicle is accepted for a covered repair).

If YOU purchased the PLATINUM COVERAGE, YOU will be reimbursed up to \$45 per day for a maximum of five (5) days for same day rental (immediately effective when YOUR vehicle is accepted for a covered repair).

All rental reimbursements are for base rental charges incurred from a licensed rental car agency or authorized dealer. Mileage fees, taxes, insurance fees, extension for parts delays, additional days of rental due to holidays and inspections are not included.

**SECTION 3:
ROAD SERVICE ALLOWANCE**

THIS ADDITIONAL ALLOWANCE IS INCLUDED WITH THE PURCHASE OF ANY MECHANICAL BREAKDOWN COVERAGE PLAN.

YOU will be reimbursed for road service expenses, up to \$75 (in excess of any amount covered by the manufacturer's warranty) related to a disablement (out of gas, locked out, tire repair) during the term of the coverage YOU selected.

**SECTION 4:
CLAIMS PROCEDURES**

YOU must telephone USWC at 1-800-432-4566 during normal business hours to report the condition of YOUR vehicle. The repair facility MUST obtain authorization from USWC prior to any repair. In order to file a claim, please observe the following provisions:

1. YOU must have YOUR vehicle serviced according to the factory recommended maintenance intervals as outlined in YOUR vehicle's Owner's Manual. YOU may be asked to provide receipts documenting such maintenance in the event of a mechanical failure of YOUR vehicle. Failure to produce such documentation may result in the denial of YOUR claim
2. YOU must use all reasonable means to protect YOUR vehicle from further damage. USWC is not liable for damage caused by the continued operation of YOUR vehicle following an initial failure.
3. YOU must provide "teardown authorization" as requested in order to allow for an accurate diagnosis of YOUR vehicle's mechanical condition. USWC is not liable for teardown charges in the event of a denied claim.
4. We reserve the right to a second opinion; to inspect any vehicle and/or request relocation to a service facility of OUR choice before authorization of any repairs.
5. Emergency repairs are defined as those failures which occur and are repaired outside of normal business hours. In these instances only, YOU may submit the unauthorized paid receipt/repair order for review and reimbursement according to the terms of YOUR policy. These receipts must reflect the date of the repair as well as the mileage at the time of the failure.
6. In the event of an unauthorized emergency repair, YOU must submit any claim for reimbursement to this office with all documentation required for processing YOUR claim within thirty (30) days of authorization and/or repair.

Failure to observe the procedures outlined above, shall result in the denial of YOUR claim.

**SECTION 5:
EXCLUSIONS FROM COVERAGE**

THIS SERVICE AGREEMENT DOES NOT COVER NOR APPLY TO:

1. REPAIRS TO AND/OR REPLACEMENT OF PARTS NOT AUTHORIZED BY US. THIS INCLUDES REIMBURSEMENT FOR

- THE REPAIR OR REPLACEMENT OF OTHERWISE COVERED PARTS WHEN SAID REPAIR OR REPLACEMENT IS PERFORMED AND/OR AUTHORIZED BY YOU, THE SERVICE AGREEMENT HOLDER.
2. REPAIR OR REPLACEMENT OF ANY PARTS NOT SPECIFIED UNDER THE COVERAGE PROVIDED.
 3. ANY LOSS RESULTING FROM THE TOWING OF YOUR VEHICLE.
 4. THE IMPROPER INSTALLATION OF COVERED PARTS. IN THE EVENT OF A REPAIR AND/OR REPLACEMENT CAUSED BY SUCH AN INSTALLATION, YOU MUST LOOK TO THE ORIGINAL REPAIR FACILITY FOR RECOVERY.
 5. ANY LOSS TO AN OTHERWISE COVERED PART WHILE UNDER THE MANUFACTURER'S OR REPAIRER'S RECALL, PROGRAM, CAMPAIGN, WARRANTY AND/OR GUARANTEE OR IF THE MANUFACTURER OR REPAIRER DENIES COVERAGE FOR ANY REASON WHILE UNDER ITS RECALL, PROGRAM, CAMPAIGN, WARRANTY AND/OR GUARANTEE.
 6. ANY MAINTENANCE PERFORMED ON YOUR VEHICLE UNLESS SPECIFIED IN YOUR CONTRACT. ANY LOSS CAUSED BY THE FAILURE TO REPLACE A MAINTENANCE PART AT THE TIME OF THE FACTORY RECOMMENDED INTERVAL (SEE YOUR OWNER'S MANUAL). THIS INCLUDES BUT IS NOT LIMITED TO THE RECOMMENDED REPLACEMENT OF SUCH PARTS AS TIMING BELTS, GASKETS AND HOSES.
 7. ANY FAILURE OF A NON-COVERED PART EVEN IF CAUSED DIRECTLY OR INDIRECTLY BY THE FAILURE OF A COVERED PART.
 8. THE REPAIR OR REPLACEMENT OF AN OTHERWISE COVERED PART, DAMAGED BY THE FAILURE OF A NON-COVERED PART.
 9. ANY LOSS CAUSED BY ACCIDENT, COLLISION OR UPSET, DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS OR WAR.
 10. ANY LOSS WHICH OCCURS WHEN AN ODOMETER IS INOPERATIVE WHETHER FROM FAILURE, DISCONNECTION OR ALTERATION WHILE OWNED BY YOU; OR WHEN AN EXACT DETERMINATION OF LAPSED MILEAGE IS UNAVAILABLE.
 11. ANY LOSS CAUSED BY NEGLIGENCE, MISUSE, ALTERATIONS, RUST AND/OR RUST DAMAGE, CORROSION, ELECTROLYSIS, LACK OF PROPER AND NECESSARY AMOUNTS OF COOLANT OR LUBRICANTS OR LACK OF PROPER MAINTENANCE AS RECOMMENDED BY THE MANUFACTURER.
 12. THE FAILURE OF ANY PART AFFECTED BY ALTERATIONS NOT RECOMMENDED BY THE MANUFACTURER. THIS INCLUDES BUT IS NOT LIMITED TO THE INSTALLATION OF OVERSIZED TIRES, SUSPENSION LIFT KITS, HEADERS OR OTHER MODIFICATIONS TO ENHANCE PERFORMANCE.
 13. ANY LOSS RESULTING FROM AN OVERHEAT CAUSED BY A NON-COVERED PART; ANY LOSS RESULTING FROM THE CONTINUED OPERATION OF AN OVERHEATING VEHICLE REGARDLESS OF THE INITIAL CAUSE OF OVERHEAT. ANY LOSS RESULTING FROM AN OVERHEAT CAUSED BY IMPROPER TOWING.
 14. ANY VEHICLE USED FOR COMPETITIVE RACING, OFF-ROAD DRIVING, COMMERCIAL USE, DELIVERY, RENTAL PURPOSES, CARRIAGE OF PASSENGERS FOR HIRE, FARMING, POLICE OR OTHER EMERGENCY USE.
 15. ANY FAILURE CAUSED BY CONTAMINATION, SLUDGE, CARBONIZATION, OIL STARVATION, BATTERY ACID OR OTHER MAINTENANCE RELATED CONDITIONS OR THE CONDITION OF WATER INTRUSION COMMONLY KNOWN AS HYDROLOCK.
 16. ANY SECONDARY DAMAGE OR COST INCURRED BY THE FAILURE OF A COVERED PART. THIS INCLUDES BUT IS NOT LIMITED TO MEALS, LODGING, LOSS OF INCOME, DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON.
 17. HAZARDOUS WASTE DISPOSAL CHARGES, SHOP SUPPLIES, STORAGE CHARGES, CORE CHARGES, FREIGHT CHARGES, ALIGNMENTS OR ADJUSTMENTS.
 18. THE RESEATING OF VALVES (VALVE GRIND), REPAIR AND/OR REPLACEMENT OF BURNED VALVES (VALVE JOB) AND/OR RINGS WHEN SUCH RESEATING, REPAIR OR REPLACEMENT IS TO CORRECT LOW COMPRESSION, HIGH OIL CONSUMPTION OR OTHER RESULT OF TIME-RELATED REDUCTION IN ENGINE EFFICIENCY.
 19. ANY RENTAL INCURRED BEYOND THE PARAMETERS OF YOUR SERVICE AGREEMENT REGARDLESS OF CAUSE OF DELAY.
 20. ANY FAILURE THAT EXISTED PRIOR TO THE CONTRACT PURCHASE DATE AND KNOWN TO YOU OR IF INFORMATION PROVIDED BY YOU CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
 21. ANY VEHICLE WHOSE MANUFACTURER'S WARRANTY HAS BEEN VOIDED OR IF THE VEHICLE HAS BEEN TOTALED OR ITS TITLE BRANDED OR SALVAGED.
 22. ANY REPAIR AND/OR REPLACEMENT PERFORMED BY ANYONE OTHER THAN AN ASE-CERTIFIED TECHNICIAN EMPLOYED AT A LICENSED REPAIR FACILITY.

SECTION 6: CONDITIONS

TRANSFER AGREEMENT: This service agreement may be transferred by the original holder to a subsequent private purchaser (licensed dealers excluded). This agreement applies only with respect to the vehicle described in the Declarations and it is not transferable to another vehicle. To transfer this agreement, the following must be submitted to US within thirty (30) days from the date of sale:

- a) a letter containing the name and address of the new owner and YOUR authorization to transfer;
- b) a copy of the bill of sale or other evidence showing proof of transfer;
- c) a check for \$40 payable to USWC for the transfer fee;
- d) receipts evidencing completion of manufacturer's prescribed maintenance; and
- e) proof, if necessary, that any remaining manufacturer's warranty has been transferred to the purchaser of YOUR vehicle.

CANCELLATION AGREEMENT: To cancel this service agreement YOU must surrender YOUR copy of the agreement, a current certified odometer statement and written notice to the selling dealer/retailer or directly to US.

During the first thirty (30) days from the effective date, YOU will be refunded 100% of the total premium paid, less any claims. From thirty-one (31) - sixty (60) days from the effective date, YOU will be refunded 100% of the total premium paid, less a fee of \$50 or 5% of the total premium, whichever fee is less.

After the first sixty (60) days, YOU will be refunded 100% of the unearned premium paid, less a fee of ten percent (10%) of the refund amount or \$50, whichever fee is less. The unearned premium will be prorated based on the lesser of months or mileage remaining, relative to the original agreement.

During the first sixty (60) days, from the effective date, WE may cancel this contract for any reason. The full purchase price of this contract will be refunded.

After sixty (60) days, WE cannot cancel this contract except:

1. If there has been a material misrepresentation or fraud at the time of sale of the service agreement;
2. If the agreement holder failed to maintain the motor vehicle as prescribed by the manufacturer;
3. If the odometer had been tampered with or disabled and the agreement holder failed to replace the odometer;
4. For non-payment of premium by the agreement holder, in which case WE shall provide the agreement holder notice of cancellation by certified mail.

The refund will be based upon the lesser of months or mileage remaining relative to the original agreement and figured on a 100% prorata basis.

The lienholder will be named on the refund check when financing has been provided for the service agreement premium. In the event of repossession or total loss, lienholder may request cancellation of this service agreement and shall be the sole named payee.

SECTION 7: GENERAL

1. THE TERMS AND CONDITIONS OUTLINED ABOVE ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATIONS OR STATEMENTS SHOULD BE RELIED UPON BY THE PURCHASER.
2. If it is not clear which term/mileage or coverage plan has been purchased, YOU should contact USWC or YOUR Selling Dealer/Retailer.
3. **WE reserve the right to request the use of, or supply remanufactured parts and/or parts of like, kind and quality when replacing failed parts covered under this service agreement. In no event will OUR liability exceed the actual cash value as determined by National Automotive Dealers Association most current guidelines of the vehicle described herein at the instant prior to the most recent loss.**
4. YOUR selling dealer will warranty any covered repair for a minimum of twelve (12) months or 12,000 miles, whichever comes first. If YOU elect

to bring YOUR vehicle to another facility, WE reserve the right to require an equivalent warranty.

5. This contract will be governed by the laws of the state in which it is sold.
6. No amendment, supplement, or waiver of any provision of this contract will be binding against US unless it is in writing and signed by one of the authorized representatives at OUR office.
7. OUR rights to recover payment: If WE make any payment under this contract and YOU have a right to recover against another party, YOUR rights shall become OUR rights and YOU shall do whatever is necessary to enable US to enforce these rights. OUR subrogation rights become effective after YOU are made whole.
8. **ARBITRATION:** Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the dispute. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the nature of the arbitration. Arbitration will take place in a court of the county in which the holder resides. Arbitration is non-binding in FL.

SECTION 8: STATE AMENDMENTS

If this contract is purchased in any of the following states, the applicable amendments shall apply:

ALABAMA:

Free Look Provision - YOU may return this service contract within ten (10) days from delivery at the time of sale or within twenty (20) days of the date the contract was mailed for a full refund of the purchase price of the contract. This provision is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the Selling Dealer/Retailer.

The Cancellation paragraph is amended as follows: The administration fee shall not exceed \$25. A ten percent (10%) penalty will be applied to any refund that is not paid within forty-five (45) days of the return of this Service Agreement to US. If WE cancel, WE will give YOU at least five (5) days notice of cancellation stating the effective date and reason for cancellation.

The Arbitration paragraph in Section 7 is removed in its entirety and replaced with the following:

Arbitration Disclosure - By signing this service contract, YOU are indicating YOU understand that any service contract issued contains an arbitration clause for the settlement of any controversy between YOU, the service contract holder, and USWC the issuer of the service contract and the selling dealer/retailer. The terms of the arbitration clause are found in the Arbitration Agreement below. YOU understand that all parties are agreeing to resolve any and all controversies related to this service contract by arbitration, except disputes regarding amounts that are less than the jurisdictional limits of the small claims court.

Arbitration Agreement - YOU agree to resolve any and all controversies or claims related to this Service Agreement issued pursuant to this Agreement, except disputes regarding amounts that are less than the jurisdictional limits of the small claims court, by arbitration. YOU agree to arbitrate any such controversy or claim with the express understanding that this Service Agreement is affected by interstate commerce and that the services that are the subject matter of this Service Agreement, pass through interstate commerce. YOU also agree that in addition to deciding any controversy or claim arising out of this Service Agreement, the arbitrator(s) shall decide all threshold issues regarding the validity of this arbitration clause or any questions regarding the arbitrability contemplated herein of any dispute or controversy. Said arbitration shall be conducted pursuant to the American Arbitration Association Commercial Arbitration Rules (the "Arbitration Rules") or such other arbitration rules that WE may otherwise agree to in writing. WE shall equally bear the cost of the above-stated arbitration. Each of US shall bear the cost of OUR own attorney's fees and expenses. YOU agree and understand that: (1) each of US is waiving rights to seek remedies in court, including the right to a jury trial; (2) pre-arbitration discovery and arbitration proceedings are generally more limited than, and different from, court proceedings; and (3) the arbitrator's finding is not required to include factual findings or legal reasoning. The written decision and award of the arbitrators will be final and binding on both of US.

ALASKA:

This Service Agreement will provide coverage if YOUR vehicle is used for snow removal, provided it is properly equipped for such use and is not used commercially.

ARIZONA:

Section 5, Exclusion # 4, is removed in its entirety.

Section 7, # 9, Arbitration, is modified by the addition of the following: Arbitration must be agreed to by both YOU and US. The arbitration clause may not be construed to prevent the AZ consumer from their rights to a complaint with the A.D.O.I. for any remedy, including those subject to the provisions under A.R.S. §§ 20-1095.04 and 20-1095.09.

WE may only cancel this Agreement for nonpayment of premium.

ARKANSAS:

In the event the selling dealer/retailer ceases to operate, is bankrupt or YOUR claim is not paid within thirty (30) days after proof of loss, YOU may file a claim directly with the insurance company listed below.

CALIFORNIA:

The Cancellation paragraph is amended as follows: During the first sixty (60) days from the effective date, YOU will be refunded 100% of the premium paid, if no claims have been filed. If a claim has been filed within the first sixty (60) days, the refund will be pro-rated based on either elapsed time or mileage remaining. After the first sixty (60) days, YOU will be refunded 100% of the unearned premium paid, less a fee of ten percent (10%) of the refund amount or \$25, whichever is less. The unearned premium will be prorated based on the lesser of months or mileage remaining, relative to the original agreement.

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 sixty (60) days of the date a claim was filed. The name and address of the insurance company is: Northbrook Indemnity Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357.

Section 7, # 9, Arbitration is deleted in its entirety.

CONNECTICUT:

Resolution of Disputes: If WE are unable to resolve any dispute with YOU regarding this warranty, YOU may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the extended warranty, the cost of repair of the item, and a copy of the extended warranty contract. IF the TERM of YOUR contract is less than one year, and YOUR vehicle is in for repairs at an approved repair facility and such repairs have been authorized by US, YOUR service agreement will be automatically extended for the time it takes to complete the repairs to YOUR vehicle.

GEORGIA:

The Cancellation paragraph is deleted and replaced with the following: YOU may cancel this Service Agreement by surrendering YOUR copy of the Agreement with written notice to the Selling Dealer/Retailer or directly to US. If cancelled during the first sixty (60) days, a 100% refund of the contract price will be made. After sixty (60) days, a pro-rata refund will be made based upon the greater of the used time or mileage less a fee of 10% of the unearned pro-rata contract charge or \$50, whichever fee is less. WE cannot cancel this contract except for material misrepresentation or fraud at the time of sale, or non-payment of contract charge, in which case YOU will be notified by certified mail. If WE cancel this contract, WE will return 100% of the paid pro-rata contract charge. Refunds shall only be made to lienholders in the event YOUR contract purchase has been financed. In such event, YOU authorize the lienholder to receive any refund amounts. In the event the issuer of this contract is unable to make a refund, YOU may file a claim directly with the insurer listed below.

Notice of any cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 32-24-44 of the Georgia Code.

Section 5, Exclusion # 10, is amended as follows: Any loss which occurs when an odometer is inoperative whether from failure, disconnection or alteration subsequent to purchase of the service agreement; or when an exact determination of lapsed mileage is unavailable.

Section 5, Exclusion # 11, is amended as follows: Any loss caused by negligence, misuse, alterations made by YOU, rust and/or rust damage, corrosion, electrolysis, lack of proper and necessary amounts of coolant or

lubricants or lack of proper maintenance as recommended by the manufacturer.

Section 5, Exclusion # 12, is amended as follows: The failure of any part affected by alterations made by YOU and not recommended by the manufacturer. This includes but is not limited to the installation of oversized tires, suspension lift kits, headers or other modifications to enhance performance.

Section 5, Exclusion # 15, is amended as follows: Any failure caused by contamination, carbonization, oil starvation, battery acid or other maintenance related conditions or the condition of water intrusion commonly known as hydrolock.

Section 7, Item # 9 - Arbitration: This provision does not apply in Georgia.

HAWAII:

The Cancellation paragraph is amended as follows: If YOU cancel this Service Agreement during the first sixty (60) days and no claim has been made on this Service Agreement, a 100% refund of the Agreement charge will be made. After sixty (60) days, a prorata refund will be made based upon the greater of the time or mileage expired less a \$50 administration fee. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Agreement to US. The right to cancel is not transferable and only applies to the original Service Agreement Holder. If WE cancel for any reason other than: (1) nonpayment of Agreement Charge; (2) any material misrepresentation made by YOU or on YOUR behalf; or (3) any substantial breach of contractual duties by YOU, WE will provide YOU with written notice of cancellation at least five (5) days prior to the effective date of cancellation.

IDAHO:

NOTICE TO PURCHASER: Coverage afforded under this Service Agreement is not guaranteed by the Idaho Insurance Guaranty Association.

ILLINOIS:

Wear and tear is only covered under New Vehicle coverage.

The obligor is the party responsible for honoring cancellation requests. However, the selling dealer/retailer can handle a customer's request for cancellation on behalf of the obligor.

INDIANA:

YOUR proof of payment to US for this Service Agreement shall be considered proof of payment to First Colonial Insurance Company, which guarantees OUR obligations to YOU, providing such insurance was in effect at the time YOU purchased this Agreement.

IOWA:

IF YOU cancel your service agreement, WE will mail a written notice of termination to YOU within fifteen (15) days of the date of termination. YOU may cancel your service agreement within ten (10) days from delivery at the time of sale or within twenty (20) days from the date the contract was mailed for a full refund of the purchase price of the contract. This shall apply only to the original service agreement holder and if no claims were filed. A ten percent (10%) penalty shall be added each month to a refund that is not paid to the service agreement holder within thirty (30) days of the return of the service contract.

OUR obligations to YOU are guaranteed under the Contractual Liability Insurance Policy (Reimbursement Policy) issued by First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224. In the event YOU have any questions regarding YOUR contract, YOU may contact US at 22 Northeast 22nd Avenue, Pompano Beach, FL 33062 or First Colonial Insurance Company. YOU may also contact the Iowa Insurance Commissioner at the Iowa Securities Bureau, 340 E. Maple, Des Moines, IA 50319.

KENTUCKY:

Wear and tear is not covered.

LOUISIANA:

CANCELLATION is amended as follows: During the first thirty (30) days from the effective date, YOU will be refunded 100% of the total premium paid.

MARYLAND:

Free Look Provision: YOU may return this service contract within the first twenty (20) days from delivery at the time of sale (or within twenty (20) days after receipt of the contract if the Service Agreement is mailed) for a full refund of the purchase price of the contract. This provision is not transferable and shall apply only to the original contract purchaser, and only if no claim has been made prior to its return to the Selling Dealer/Retailer.

A ten percent (10%) penalty per month will be applied to any refund that is not paid or credited within forty-five (45) days after the service contract has been cancelled.

MASSACHUSETTS:

PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT. Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used Vehicles with less than 40,000 miles at the time of sale Provides Coverage for ninety (90) days or 3,750 miles, whichever occurs first. Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale Provides Coverage for sixty (60) days or 2,500 miles, whichever occurs first. Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale Provides Coverage for thirty (30) days or 1,250 miles, whichever occurs first. The vehicle YOU have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, YOU have elected to purchase this Contract, which may provide YOU with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. YOU have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this Contract apply only to this Contract and are not terms of the required dealer warranty.

MINNESOTA:

CANCELLATION by US is amended as follows: WE can only cancel this service agreement for fraud and/or misrepresentation in the submission in claims; or conviction of a crime which results in an increase in the service required under this agreement; or for discovery of an act or omission by YOU or a violation of any of the conditions of this agreement which occur after the effective date of this agreement and which substantially and materially increase the service required under this agreement; or for the failure to pay the premium. For reasons other than nonpayment of the premium, WE may cancel this agreement by mailing written notice to YOU at YOUR last known address at least sixty (60) days prior to the effective date of cancellation. WE will include the effective date of the cancellation and the reason for the cancellation in the notice. The refund will be based upon the lesser of three months or mileage remaining relative to the original agreement and figured on a 100% prorata basis. The lienholder will be named on the refund check when financing had been provided for the premium. In the event of repossession or total loss, lienholder may request cancellation of this service agreement and shall be the sole named payee. For nonpayment of the premium, WE may cancel this agreement by mailing a cancellation notice to YOU at YOUR last known address at least ten (10) days prior to the effective date of cancellation.

If the manufacturer's recommended maintenance schedule is not provided to YOU, please contact US and an alternative maintenance schedule to be used in connection with this Service Agreement will be provided. If YOUR vehicle is a Pre-owned vehicle as indicated in the Plan Information Section of the Declarations and YOU do not have the Owners' Manual, we will provide one to YOU at YOUR request for an additional fee of ten dollars (\$10.00).

Section 4, Claims Procedure #6, is amended as follows: Claims for reimbursement must be submitted within sixty (60) days of authorization or repair.

Section 5, Exclusion # 5, is amended as follows: Any loss to an otherwise covered part while under the manufacturer's or repairer's recall, program, campaign, warranty and/or guarantee.

Section 5, Exclusion # 6, is amended as follows: Any maintenance performed on YOUR vehicle unless specified in YOUR contract. Any loss caused by the failure to replace a maintenance part at the time of the factory recommended interval (see YOUR owner's manual). This includes the recommended replacement of such parts as timing belts, gaskets and hoses.

Section 5, Exclusions # 6, 12, and 16, "but is not limited" is deleted from the exclusion.

Section 5, Exclusion # 8, is removed in its entirety.

Section 5, Exclusion #10 is revised as follows: Any loss which occurs when an odometer is inoperative whether from disconnection or alteration by the Service Agreement Holder or the inaccessibility of the exact lapsed mileage due to the failure, disconnection, or alteration occurring during the Service Agreement Holder's ownership.

Section 5, Exclusion # 11, is amended as follows: Any loss caused by negligence, misuse, alterations, lack of proper and necessary amounts of coolant or lubricants or lack of proper maintenance as recommended by

the manufacturer.

Section 5, Exclusion # 13, is removed in its entirety.

Section 5, Exclusion # 15, is amended as follows: Any failure caused by contamination, carbonization, oil starvation, battery acid or other maintenance related conditions or the condition of water intrusion commonly known as hydrolock.

Section 5, Exclusion # 20, is removed in its entirety.

Used Vehicles Only: Minnesota Statute 325F.662 requires that every used motor vehicle sold by a dealer is covered by an express warranty that the dealer shall provide to the consumer. At a minimum, the express warranty applies for the following terms: (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least sixty (60) days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first. Covered parts listed under the component coverage section in bold print may be covered by the required express warranty and are covered by this service contract after expiration of the express warranty.

Section 5, Exclusion # 21, is removed in its entirety.

Section 7, # 4, is removed in its entirety.

Section 7, # 8, the following is added: Our rights do not apply against any person insured under this or any other policy/coverage part we issue with respect to the same occurrence/loss if the occurrence/loss arose out of non-intentional acts of such persons.

Section 7, # 9 is amended as follows: Arbitration is not Mandatory for Minnesota residents; however, if YOU or WE fail to agree on any matter concerning this CONTRACT, YOU and WE agree that the matter will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the dispute. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration. Arbitration must take place in the county in which YOU live, unless both YOU and WE agree otherwise.

Section 7, #9, Arbitration, is deleted in its entirety.

MISSISSIPPI:

Obligations of the provider under this service contract are guaranteed under service contract reimbursement insurance policy. If WE fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, YOU are entitled to make a claim directly against the insurance company. WE cannot cancel this Service Agreement except for fraud, material misrepresentation or failure to pay for this Agreement on YOUR part. If WE cancel, WE will provide written notice at least fifteen (15) days prior to cancellation.

YOU may return the contract within at least twenty (20) business days of the date of mailing of the service contract or within at least ten (10) days if the service contract is delivered at the time of sale or within a longer time period permitted under the contract. If no claim has been made under the contract, the contract is void and WE shall refund to YOU the full purchase price of the contract. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the contract to US. The free-look time period shall only apply to the original service contract purchaser.

MONTANA:

Section 7, #9, Arbitration, is deleted in its entirety.

NEBRASKA:

The Cancellation paragraph is amended as follows: Insurer can cancel by giving ten (10) days written notice for non-payment of premium. Otherwise, sixty (60) days written notice will be given. If contract is in effect for more than sixty (60) days, the insurer may cancel for non-payment of premium, misrepresentation, fraud, violation of contract, loss of contractual liability insurer.

NEVADA:

Free Look Provision - YOU may return this Service Agreement within ten (10) days from delivery at the time of sale (or twenty (20) days after the receipt of the contract if Service Agreement is mailed) for a full refund of the purchase price of the Agreement. This provision is not transferable and shall apply only to the original Service Agreement Holder, and only if no claim has been made prior to its return to the Selling Dealer.

If WE cancel this Agreement for any reason, WE will give YOU at least fifteen (15) days notice.

This Service Agreement is non-renewable by the Service Agreement Holder.

NEW HAMPSHIRE:

In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or call (800-852-3416).

NEW MEXICO:

This contract is a Motor Vehicle Service Agreement and not a contract of insurance.

The Cancellation paragraph is amended as follows: YOU may return this Service Agreement within ten (10) days from the date the service contract is furnished to you at the time of sale (or twenty (20) days if the service contract is mailed) for a full refund of the purchase price. This provision is not transferable and shall apply only to the original Service Agreement holder, and only if no claim has been made prior to its return to the Selling Dealer. A ten percent (10%) penalty will be applied to the purchase price of the service contract for each thirty (30) day period or portion thereof that any refund is not paid or credited within sixty (60) days after this Service Agreement is returned to US. If the Service Agreement has been in effect been in effect for at least seventy (70) days WE may not cancel before the expiration of the agreed term or one (1) year after the effective date of the service contract, whichever occurs first, except on any of the following grounds: (1) failure by the holder to pay an amount when due; (2) conviction of the holder of a crime that results in an increase in the service required under the service contract; (3) discovery of fraud or material misrepresentation by the holder in obtaining the service contract or in presenting a claim for service thereunder; or (4) discovery of either of the following if it occurred after the effective date of the service contract and substantially and materially increased the service required under the service contract: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the service contract. No cancellation of a service contract may become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder.

NORTH CAROLINA:

WE may only cancel this Service Agreement for nonpayment of premiums or for a direct violation of the Service Agreement by YOU stated herein.

OKLAHOMA:

The Cancellation section is replaced by the following: In the event the contract is canceled by the warranty holder, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium. In the event the contract is canceled by the association, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium.

The cancellation administration fee of \$50 (ten percent (10%) of the refund amount, whichever is less, will be applied to the Service Agreement is cancelled by YOU.

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.

United States Warranty Corp. of Florida is the Obligor for this service warranty. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts.

OREGON

If the contract provides for arbitration if claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the insured person. If the contract provides for arbitration when claim settlement cannot be reached and the policy owner elects arbitration, arbitration takes place under the laws of the State of Oregon and is held in the insured's county or any other county in this state agreed to by both parties.

RHODE ISLAND:

In the event of a disputed claim, YOU may contact First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224.

SOUTH CAROLINA:

If YOU cancel this agreement within the first sixty (60) days, 100% of the Service Agreement charge will be made. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of the Service Agreement to US. If WE cancel, WE will provide written notice at least fifteen (15) days prior to cancellation. For any disputed claims, YOU may contact the South Carolina Department of Insurance, 300 Arbor Lake Drive, Suite 1200, Columbia, SC 29223 or call (803) 737-6180.

TEXAS:

The Cancellation paragraph is amended as follows: If YOU cancel this Service Agreement within the first sixty (60) days, no administration fee will be charged. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of the Service Agreement to US. In the event WE cancel this Service Agreement, WE will notify YOU at least five (5) days prior to the effective date of cancellation. Prior notice is not required if cancellation is for nonpayment of the provider fee, a material misrepresentation by YOU to the provider, or a substantial breach of duties by YOU relating to the covered vehicle or its use.

UTAH:

Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

The Cancellation paragraph is amended as follows: WE may cancel this Service Agreement for any reason within the first sixty (60) days, or at anytime thereafter: for nonpayment of premium; for material misrepresentation; for substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or for substantial breaches in contractual duties, conditions or warranties.

The following is added to the Cancellation amendment: If WE cancel this Service Agreement WE will send YOU notice of cancellation and the reason for cancellation, via first class mail, to YOUR last known address. If WE cancel this Service Agreement for non-payment of premium, WE will mail YOU notice of cancellation at least ten (10) days before the cancellation date. If the Service Agreement is cancelled for any other reason WE will send YOU notice of cancellation at least thirty (30) days before the cancellation date.

The following is added to Claims Procedures, Section 4 # 6: Failure to give notice or to file a claim within the time specified does not invalidate the claim, if the service contract holder shows that it was not reasonably possible to do so, and a claim is filed once it was reasonably possible.

The amount paid for the Service Agreement is indicated in PREMIUM BOX of the Declarations. The Purchaser either pays for this Service Agreement prior to receiving it or it is financed with their car loan.

YOUR obligation are guaranteed under the contractual liability insurance policy (reimbursement insurance policy) issued by First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, Florida 32224. YOU may file a claim with the insurance company directly if WE fail to pay any claim or to make a refund within sixty (60) days. To do so please call (888)992-1776 for instructions.

VERMONT:

YOU may return this Service Agreement within twenty (20) days from delivery at the time of sale for a full refund of the purchase price of the Agreement. This provision is not transferable and shall apply only to the original Service Agreement Holder, and only if no claim has been made prior to its return to the Selling Dealer.

WASHINGTON:

YOUR special attention is directed to the following provisions of this Service Agreement: MECHANICAL BREAKDOWN COVERAGES, EXCLUSIONS AND CONDITIONS FROM COVERAGE, CLAIMS PROCEDURES, CANCELLATION, GENERAL, DEDUCTIBLE, IMPLIED WARRANTY. YOUR signature on the first page of this Service Agreement is in lieu of YOUR initialing the above provisions.

The Cancellation paragraph is deleted in its entirety and replaced with the following: This Service Agreement may be cancelled by YOU at any time. To cancel, YOU must return this Service Agreement to the Selling Dealer/Retailer. If cancelled during the first thirty (30) days, a 100% refund of the contract charge will be made. After thirty (30) days, a pro-rata refund will be made based upon the greater of time or mileage expired, less a \$25 administration fee. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of return of this Service Agreement to the Selling Dealer/Retailer. In the event of cancellation, YOU authorize lienholder to receive any refund amounts. In the event of a total loss or repossession, lienholder is authorized to cancel this Service Agreement and lienholder will be named as sole payee for any refund amounts and all rights and interests under this Service Agreement will immediately transfer to the lienholder. This Service Agreement is non-cancelable by US except for fraud, material misrepresentation, or failure to pay the contract charge due.

Implied Warranty: The implied warranty of merchantability on YOUR car is not waived if this Service Agreement has been purchased within ninety (90) days of the purchase date of the car from the dealer who also sold the car covered by this Service Agreement.

WEST VIRGINIA:

The Cancellation paragraph is amended as follows: YOU may cancel this Service Agreement at any time within the first ninety (90) days after the Service Agreement Purchase Date by contacting the Selling Dealer/Retailer. After the ninety (90) day period, this Service Agreement may be cancelled only by US or the lienholder.

WISCONSIN:

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

YOU must submit any claim for reimbursement to this office with all documentation required for processing YOUR claim as reasonably possible and within one (1) year from the date of authorization and repair.

Section 4, Claims Procedures, Last sentence is replaced with the following: Failure to observe the procedures outlined above, may result in the denial of YOUR claim.

Section 5, Exclusions From Coverage, #1, is deleted in its entirety.

ARBITRATION: Any controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the dispute. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator's decision shall be non-binding on YOU and US, unless both parties mutually agree to accept the arbitrator's decision as final.

WYOMING:

Free Look Provision - YOU may return this Service Agreement within ten (10) days from delivery at the time of sale (or twenty (20) days after the receipt of the contract if Service Agreement is mailed) for a full refund of the purchase price of the Agreement. This provision is not transferable and shall apply only to the original Service Agreement Holder, and only if no claim has been made prior to its return to the Selling Dealer. A ten percent (10%) penalty per month will be applied to any refund that is not paid within forty-five (45) days of the return of this Service Agreement to US.

EXCEPT IN FLORIDA:

FIRST COLONIAL REINSURED CONTRACT: OUR obligations are insured (guaranteed) under the contractual liability insurance policy (reimbursement insurance policy) issued by First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, Florida 32224.

YOU may file a claim with the insurance company directly if WE fail to pay any claim or to make a refund within sixty (60) days (VA residents may file a claim at any time) after proof of loss has been filed with US. To do so, please call (904) 992-1776 for instructions. CO and WA residents: Reimbursement insurance policy number USWRI0000.

EXCEPT IN CT, CA AND WY: OUR obligations are insured (guaranteed) under the contractual liability insurance policy (reimbursement insurance policy) issued by NORTHBROOK INDEMNITY COMPANY, 1776 American Heritage Life Drive, Jacksonville, FL 32224. YOU may file a claim with the insurance company directly if WE fail to pay any claim or to make a refund within sixty (60) days after proof of loss has been filed with US.

UNITED STATES WARRANTY CORP.

USWC, INC.
In CA, RI, TX

USWC
In MA

USWC OF FLORIDA
In NH

UNITED STATES WARRANTY CORP. OF FLORIDA

In AZ, CO, CT, DE, ID, IL, IN, IA, MI, MN, NH, NV, OK, OR, SC, SD, TN, WA

22 Northeast 22nd Avenue • Pompano Beach, Florida 33062 • Phone 954-784-9400 • Toll Free 1-800-432-4566

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