

VEHICLE SERVICE CONTRACT REGISTRATION

CONTRACT HOLDER INFORMATION

FIRST NAME + LAST NAME OR BUSINESS NAME

ADDRESS 1

ADDRESS 2

CITY, ST, ZIP

PHONE NUMBER

EMAIL ADDRESS

VEHICLE INFORMATION

YEAR MAKE MODEL

Vehicle Identification Number: xxxxxxxxxxxxxxxxxxxxxx

Contract Purchase Date: xx/xx/xxxx

Current Odometer Reading: xx,xxx

VEHICLE SERVICE CONTRACT

Deductible: \$0 \$50 \$100

Surcharges: Business Snowplow

Term: xx months/xx,xxx miles

Purchase Price: \$ xxx

Tax (if applicable): \$ xxx

Total: \$ xxx

(including applicable surcharges)

Coverage starts on the vehicle service contract Purchase Date and at the Current Odometer Reading listed above, and expires at the earlier of the time and/or mileage of the selected Term, whichever occurs first. If you do not receive your coverage ID card within two weeks or if you have any questions, please call 1-800-631-5590. The Term of this vehicle service contract may include all or part of the term of the New Vehicle Limited Warranty or Powertrain Warranty if still in effect. Purchase of this contract is not required in order to purchase or obtain financing for a motor vehicle.

LIENHOLDER

COMPANY NAME

ADDRESS 1

ADDRESS 2

CITY, ST, ZIP

SELLER

COMPANY NAME

ADDRESS 1

ADDRESS 2

CITY, ST, ZIP

ALLY PREMIER PROTECTION

P.O. Box 6855
Chicago, IL 60680-6855
1-800-631-5590

This Ally Premier Protection vehicle service contract (“**CONTRACT**”) is between the Contract Holder identified on the Vehicle Service Contract Registration (“**YOU**” or “**YOUR**”) and the Provider, Universal Warranty Corporation (“**WE**”, “**US**”, or “**OUR**”), and includes the terms of **YOUR** Vehicle Service Contract Registration.

CONTRACT TERM

COVERAGE starts on the Contract Purchase Date and at the Current Odometer Reading shown on **YOUR** Vehicle Service Contract Registration, and expires at the earlier of the time and/or mileage of the purchased Contract Term, whichever occurs first. The Term of this Contract may include all or part of the term of the New Vehicle Limited Warranty or Powertrain Warranty if either is still in effect for the **VEHICLE**.

DEFINITIONS

“**CLAIM**” refers to any **COST** for which **YOU** seek payment or reimbursement from **US** under this **CONTRACT**.

“**COST**” refers to the usual and fair charges for parts and labor to repair or replace a covered part or perform a covered service.

“**COVERAGE**” refers to the benefits provided by this **CONTRACT**.

“**DEDUCTIBLE**” as identified on the Contract Registration is the amount **YOU** pay per repair visit for repairs covered by this **CONTRACT**. If the same covered part fails again, no **DEDUCTIBLE** will apply.

“**FAILURE**” refers to the inability of an original or like replacement part covered by this **CONTRACT** to function in normal service.

“**VEHICLE**” refers to the covered **VEHICLE** as identified on the Contract Registration.

WHAT THIS CONTRACT COVERS

WE will reimburse **YOU** or pay a licensed repairer the **COST**, in excess of the **DEDUCTIBLE**, to remedy any **FAILURE** using new, used, or remanufactured parts, except as explained in the items listed immediately below and under the section “**WHAT THIS CONTRACT DOES NOT COVER**”.

Neither rust damage nor any of the following parts as defined by the **VEHICLE** manufacturer’s parts manual are covered by this **CONTRACT** under any circumstance: paint, sheet metal, chassis frame, cross members, body rails, body panels or other body parts, bumpers, glass, carpet, weather-strips, trim, moldings, bright metal, upholstery, convertible or vinyl tops, hinges, lenses, sealed beams, light bulbs, lamp assemblies and capsules, tires, wheels, exhaust system, catalytic converter, shock absorbers, batteries and battery covers (including electric/hybrid vehicle battery packs), electric/hybrid vehicle charging units and charge cords, or solar panels. In addition, the following are not covered: correction of air and water leaks, wind noise, odors, squeaks, or rattles.

WHAT THIS CONTRACT DOES NOT COVER

Unless required in connection with the repair of a covered part, WE will not pay anything under this CONTRACT for engine tune-up, filters, lubricants or fluids, engine coolant, drive belts, radiator, heater or vacuum hoses, wiper blades, spark/glow plugs and wires, brake pads, brake shoes, rotors and drums, manual transmission clutch disc, air conditioning recharging, suspension alignment, wheel balancing or any maintenance service or part required to be performed or replaced as recommended by the VEHICLE manufacturer's Maintenance Schedule.

WE will not pay for a FAILURE or CLAIM:

- a) Caused by misuse, abuse, or negligence of the VEHICLE;
- b) Caused by lack of maintenance required by the Maintenance Schedule for the VEHICLE, as detailed in the VEHICLE'S Owner's Manual;
- c) Caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, or animal;
- d) Caused by a condition that existed prior to purchase of this CONTRACT;
- e) If the VEHICLE'S odometer has stopped or been changed;
- f) Caused by pulling a trailer or another vehicle, unless the VEHICLE is equipped for this as recommended by the VEHICLE manufacturer;
- g) Subject to any warranty, recall or guarantee issued by the VEHICLE manufacturer or a repairer;
- h) Occurring outside the fifty (50) United States of America, the District of Columbia, and Canada;
- i) Relating to any part which is not original VEHICLE manufacturer equipment or a like replacement part, whether or not it meets VEHICLE manufacturer specifications. Examples may include, but are not limited to, garage door openers, cellular telephones, theft deterrent systems, remote starter, and air conditioning components;
- j) Relating to any communication, navigational, or entertainment devices that become unusable or unable to function as intended due to changes in content, technology, or wireless service;
- k) Caused by contaminated fuel systems or other contaminated fluids;
- l) Caused by the usage of a snowplow, unless the snowplow surcharge has been paid, the snowplow surcharge box is checked on the Contract Registration, and the VEHICLE is properly equipped for such use as required by the manufacturer and includes the appropriate snowplow prep package. The snowplow itself is not a covered part or component.
- m) The VEHICLE is being used in business on a regular basis (does not apply to vehicles specifically identified on the Contract Registration as Business or Snowplow) or;
- n) If alterations not meeting manufacturer's specifications have been made to the VEHICLE, including but not limited to: all frame or suspension modifications; lift kits and oversized tires; undersized tires; lowering kits; emissions and/or exhaust systems modifications; engine and/or computer modifications;

NO COVERAGE IS AVAILABLE UNDER THIS CONTRACT:

- a) If a material misrepresentation was made on the Contract Registration;
- b) For economic loss, including loss of time, inconvenience, lodging & food (except as provided under the terms of the Trip Interruption coverage afforded by this CONTRACT), storage or other incidental or consequential loss or damage that may result from a FAILURE;
- c) For diminution in VEHICLE value;
- d) If, after the purchase of this CONTRACT, the VEHICLE was used in a track event, racing or other competitive driving;
- e) The VEHICLE has a gross vehicle weight rating (GVWR) of more than 14,000 lbs.;
- f) The VEHICLE is being used for emergency response, a daily rental, a limousine, taxi, school or church bus, shuttle service, tow truck/vehicle carrier, or to transport people for a fee;
- g) The VEHICLE is a motor home or a Recreational Vehicle (RV);
- h) The VEHICLE has a branded or salvage title or;
- i) The VEHICLE manufacturer has voided the New Vehicle Limited Warranty or Powertrain Limited Warranty (applies only to CONTRACTS purchased during the term of such warranties).

ADDITIONAL PROTECTION

TOWING AND ROAD SERVICE

WE will authorize towing or emergency road service for any disablement of the **VEHICLE** or reimburse **YOU** up to \$100 for these services.

For Towing and Emergency Road Service Assistance

Call 1-888-798-5707

If the **VEHICLE'S** New Vehicle Limited Warranty or Powertrain Warranty is in effect, Towing and Road Service will apply for only that amount in excess of the amount covered by that warranty.

TRIP INTERRUPTION

If a covered **FAILURE** occurs more than 100 miles from **YOUR** home and before **YOU** reach **YOUR** destination and results in a licensed repair facility keeping the **VEHICLE** overnight, **WE** will reimburse **YOU** up to \$150 per day and a maximum of \$750 per repair visit for unplanned hotel and/or restaurant expenses while the **VEHICLE** is being repaired at the licensed repair facility. Original receipts must be provided. No **DEDUCTIBLE** will apply.

If the **VEHICLE'S** New Vehicle Limited Warranty or Powertrain Warranty is in effect, Trip Interruption will apply for only that amount in excess of the amount covered by that warranty.

RENTAL COVERAGE

WE will pay the charge to rent a replacement vehicle or pay for public transportation up to \$40 per day and a maximum of \$240 per repair visit if the **VEHICLE** is accepted for repairs or services covered by either the **VEHICLE'S** New Vehicle Limited Warranty, Powertrain Warranty or this **CONTRACT**.

For Rental Coverage to apply, the repair or service must require 2.0 or more labor time guide hours or cause the **VEHICLE** to be inoperable and kept in the repair facility overnight.

Rental reimbursements will be made only for rental vehicles obtained through repair facilities or licensed rental agencies. Bus or taxi transportation expenses will also be reimbursed. Original receipts must be provided.

If the New Vehicle Limited Warranty or Powertrain Warranty is in effect, Rental Coverage will apply for only that amount in excess of the amount covered by that warranty or any courtesy transportation program.

YOUR RESPONSIBILITIES

YOU must properly maintain the **VEHICLE** as recommended by the **VEHICLE** manufacturer. If requested, proof of required service, including receipts and work orders showing date and mileage of the **VEHICLE** at the time of service, must be presented to **US** in the event of a **FAILURE** or **CLAIM**.

CLAIM PROCEDURES

In the event of a **FAILURE** **YOU** must:

- 1) Use reasonable means to protect the covered **VEHICLE** from additional damage.
- 2) Obtain prior authorization from **US** before any work is done on the **VEHICLE**.

If **YOU** need assistance in submitting a **CLAIM** or obtaining a service covered by this **CONTRACT**, call 1-800-631-5590 in the United States or Canada, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

If necessary, **YOU** must allow **US** to inspect the **VEHICLE** and provide any information **WE** may reasonably require (including, but not limited to proof of required maintenance) prior to completion of any repair.

WE may reimburse **YOUR COST** to repair or replace a covered part if **YOU** submit an original paid invoice from a licensed repair facility, or **WE** may authorize and pay for the repair, replacement, or service ourselves. Covered repairs and services may be performed by the licensed repair facility of **YOUR** choice.

LIMIT OF LIABILITY

OUR limit of liability for any one repair visit shall not exceed the actual cash value of the **VEHICLE** at the time of repair, less the **DEDUCTIBLE**.

CUSTOMER SATISFACTION PROCEDURE

YOUR satisfaction and goodwill are important to **US**. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If a matter has not been resolved to **YOUR** satisfaction, contact **US** at 1-800-631-5590, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

APPRAISAL OF LOSS

If **YOU** do not agree with **US** on the amount of loss, either party may demand an appraisal of the loss. In this event, within sixty (60) days after the date a **CLAIM** is filed, each party will select a competent appraiser. The two appraisers will select an umpire and separately state the actual cash value and the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. Each party will: a) pay their chosen appraiser; and b) bear the expenses of the umpire equally. An appraisal shall not act as a waiver of **OUR** rights or **YOUR** rights under this **CONTRACT**.

TRANSFER

This **CONTRACT** may be transferred by **YOU** to someone to whom **YOU** sell or otherwise transfer ownership of the **VEHICLE** while this **CONTRACT** is still in force. To transfer this **CONTRACT**, contact **US** and **WE** will provide **YOU** with a transfer form which must be completed by **YOU** and the new owner of the **VEHICLE** and submitted to **US** along with a \$50 check or money order to cover the transfer fee. In either event, **WE** must be notified within thirty (30) days of the date the **VEHICLE** ownership is transferred or this **CONTRACT** will no longer be in force. In the event of **YOUR** death, **COVERAGE** will be available to **YOUR** spouse or legal representative.

This **CONTRACT** cannot be transferred if the title transfer of the **VEHICLE** passes through an entity other than the subsequent buyer, or the **VEHICLE** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles.

CONTRACT CANCELLATION AND REFUNDS

To cancel this **CONTRACT**, call **US** at 1-800-631-5590.

If **YOU** cancel within sixty (60) days of the date this **CONTRACT** was purchased, the entire purchase price will be refunded unless **YOU** have made a **CLAIM**. If **YOU** have made a **CLAIM** or if **YOU** cancel more than sixty (60) days after the purchase date, **YOU** or a person authorized by **YOU** will receive a prorated refund of the purchase price, less a \$50 administration fee. The proration will be based on the lesser of days or miles of **COVERAGE** remaining.

WE may cancel this **CONTRACT** in the event the charge for this **CONTRACT** has not been paid, the odometer has been disconnected or altered, the **VEHICLE'S** New Vehicle Limited Warranty or Powertrain Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration. If **WE** cancel, **YOU** will not be charged an administration fee.

Any Lienholder identified on this **CONTRACT** is authorized:

1. To receive refund for credit to the applicable account in the event **YOU** request cancellation of this **CONTRACT**.
2. To cancel this **CONTRACT** and receive refund for credit to the applicable account in the event:
 - (A) The **VEHICLE** is a total loss; or
 - (B) **YOU** default in the obligation to the Lienholder, unless **YOU** are a resident of New York at the time of **CONTRACT** purchase and the default is on a credit card obligation, in which case this **CONTRACT** may not be cancelled.

If canceled, **COVERAGE** may not be repurchased by **YOU** or reinstated on the **VEHICLE**.

OUR RIGHT TO RECOVER PAYMENT

If **YOU** have a right to recover against another party for anything **WE** have paid under this **CONTRACT**, **YOUR** rights shall become **OUR** rights. **WE** shall recover only the excess after **YOU** are fully compensated for **YOUR** loss.

The obligations of the provider under this CONTRACT are covered by a policy of insurance issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: PO Box 5074, Southfield, MI 48086-9908. In the event the provider does not pay any CLAIM or make any refund or consideration due, including the return of any unearned provider fee, within thirty (30) days after proof of loss has been filed or the provider ceases to do business or goes bankrupt, YOU may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this CONTRACT.