### MECHANICAL PROTECTION PLAN

Administered by: In Florida, Administered by: MPP CO., INC. OLD UNITED CASUALTY CO.

(Florida License # 03041)

P.O. Box 634 P.O. Box 795

Shawnee Mission, Kansas 66201 Shawnee Mission, Kansas 66201 Call Toll Free 1-800-747-4400 Call Toll Free 1-800-866-6090

## EXECU-CARE MAINTENANCE COVERAGE

XX MONTHS OR XX,XXX MILES

AGREEMENT HOLDER: AGREEMENT NUMBER:

JOE CUSTOMER 123456

123 UPYOUR STREET COVERED VEHICLE VIN:

**ANYTOWN, KANSAS 12345-6789** 12345678912345678

MECHANICAL PROTECTION PLAN

Vehicle I.D. No. Agreement No. 12345678912345678 12345678

XX/XX \$100 Deductible EXECU-CARE MAINTENANCE

JOE CUSTOMER

Your coverage expires at the expiration date or the expiration mileage noted on your actual Vehicle Service Agreement.

**Agreement Expiration Date: Agreement Expiration Mileage: Deductible** XX/XX/XXXX XX.XXX \$100

## COVERAGE UNDER THIS AGREEMENT STARTS ON THE DATE IT IS PURCHASED AND ENDS ON XX/XX/XXXX OR AT XX,XXX MILES, WHICHEVER OCCURS FIRST.

This is your Mechanical Protection Plan Agreement. Please review the information herein to verify that the following information is correct:

- Name
- Vehicle I.D. Number
- Type of Coverage
- Deductible
- Agreement Term Months and Miles
- Expiration date and Expiration miles

If any of the above information is incorrect, or if you have any questions, please call the administrator.

MPP 2008ECMAINT 808

# EXECU-CARE MAINTENANCE VEHICLE SERVICE **AGREEMENT**

This Agreement is between the Agreement Holder ("YOU" and "YOUR") and the provider ("WE", "US", and "OUR"). The provider means the Party with primary responsibility for providing the protection described in this Vehicle Service Agreement. Please refer to Appendix A of this Agreement. The purchase of a Vehicle Service Agreement is not required in order to lease, purchase or obtain financing of a motor vehicle.

#### **KEY TERMS**

"COST": The usual and fair charges for parts and labor to perform a Covered Service.

"COVERED SERVICE": The chassis lubrication, engine oil change, engine oil filter and tire rotation services performed by a commercial service facility as recommended in the maintenance schedule detailed in the owners manual for YOUR COVERED VEHICLE.

"COVERED VEHICLE": The vehicle described above which does not exceed 10,500 pounds Gross Vehicle Weight and for which payment was made and a Vehicle Service Agreement was issued.

"ISSUING DEALER": The named Dealer from which the COVERED VEHICLE was purchased or leased and coverage under this Vehicle Service Agreement was purchased through.

#### **COVERAGE PROVIDED**

In return for **YOUR** payment for this Vehicle Service Agreement and subject to its terms, You will be provided with the protection described herein. This Vehicle Service Agreement will pay **YOU** or a repairer the Cost to perform scheduled chassis lubrication, engine oil change, engine oil filter and tire rotation services recommended in the maintenance schedule detailed in the owner's manual for YOUR COVERED VEHICLE. COVERED SERVICES must be performed at a commercial service facility at the time/mileage intervals stated in the maintenance schedule, commencing from the date and miles when this Agreement was purchased. This Vehicle Service Agreement will not pay anything other than the recommended scheduled maintenance as described above. Coverage under this Agreement shall not be subject to a deductible.

#### **HOW TO MAKE A CLAIM**

In the event of a **COVERED SERVICE**, **YOU** must notify the administrator of each claim as soon as practical. This Vehicle Service Agreement will pay or reimburse YOUR COST to perform a COVERED SERVICE. Payment may be made directly to the commercial service facility or YOU may be reimbursed YOUR COST for any COVERED SERVICE by submitting an original paid service invoice to the administrator.

#### **TRANSFER**

**YOU** may transfer this Vehicle Service Agreement by submitting the following to the administrator:

- 1. Completed transfer form (obtainable from the dealer selling this plan or directly from the administrator).
- 2. The original Vehicle Service Agreement.
- 3. \$50.00 transfer fee.

This Vehicle Service Agreement is not transferable or assignable if traded or sold to a dealer and should be cancelled by the original Vehicle Service Agreement owner as explained in the Cancellation and Refund section.

#### **CANCELLATION AND REFUND**

Provided there are no claims made under this Vehicle Service Agreement, **YOU** may return this Vehicle Service Agreement to the Administrator within (30) thirty days of purchase for a full refund. After (30) thirty days or if there are claims made, written notice must be returned to the Administrator stating the effective date of cancellation, mileage and agreement number. The refund will be based on *the lesser of time or miles of coverage remaining*. The pro rata method will be used to figure cancellations, less a \$50.00 processing charge. This Vehicle Service Agreement may be cancelled due to non-payment, if the odometer has been disconnected or altered or if there is a fraudulent or material misrepresentation. If the administrator has notice of a lienholder/lessor and a Discharge of Lien is not provided, any refund will be issued to the lienholder/lessor. If cancelled, the Agreement may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE**.

## LIMITED RIGHTS OF THE LIENHOLDER/LESSOR

A lienholder/lessor shall have no rights under **YOUR** Agreement except that a lienholder/lessor may cancel **YOUR** Agreement and receive a prorated refund, provided the lienholder/lessors's contract includes the purchase price for **YOUR** Agreement, the request is made in writing, and the lienholder/lessor has succeeded to **YOUR** interests by reason of repossession or a total loss occurs.

#### THIS VEHICLE SERVICE AGREEMENT WILL NOT PAY FOR:

- A.) Loss resulting prior to the Vehicle Service Agreement Effective Date.
- B.) Loss resulting directly or indirectly from any dishonest, fraudulent, criminal, or illegal act committed by YOU, YOUR employee or agent or commercial service facility.
- C.) Loss occurring due to confiscation or repossession.
- D.) Any cost covered by warranty or other wise covered by a manufacturer's or a repairer's guarantee, even if the guarantee is revoked for any reason.
- E.) Any damage otherwise covered by an automobile insurance policy, or any other service contract, or written warranty.
- F.) Loss if YOUR vehicle is used for racing or other competition.
- G.) Loss due to alterations, improper or poor quality repairs, modification, tampering, disconnection, or add on parts.

- H.) Loss if the odometer has stopped, been altered, tampered with, disconnected, or in any way misrepresents the covered vehicle's actual mileage.
- I.) Economic loss, including loss of time, inconvenience, lodging, food or other incidental or consequential loss or damage that may result from a COVERED SERVICE.
- J.) The COST of services not performed by a commercial service facility.
- H.) Loss occurring outside of the United States of America or Canada.
- K.) Any loss due to the failure to maintain the vehicle as required by the manufacturer.
- L.) Any loss except the Covered Services described under Coverage Provided.

The coverage provided in this Agreement is insured under a Reimbursement Insurance Policy written by Old United Casualty Company (dba Vantage Casualty Company in California), P.O. Box 795, Shawnee Mission, Kansas 66201. If the Administrator fails to pay any valid claim in accordance with the Terms and Conditions of this Agreement within sixty (60) days after proof of loss has been filed, direct claim can be made against the Insurer.