

## MECHANICAL PROTECTION PLAN

Administered by:  
MPP CO., INC.

P.O. Box 634  
Shawnee Mission, Kansas 66201  
Call Toll Free 1-800-747-4400

In Florida, Administered by:  
OLD UNITED CASUALTY CO.  
(Florida License # 03041)  
P.O. Box 795  
Shawnee Mission, Kansas 66201  
Call Toll Free 1-800-866-6090

## EXECU-CARE PREFERRED PLUS COVERAGE

XX MONTHS OR XX,XXX MILES

AGREEMENT HOLDER:  
JOE CUSTOMER  
123 UPYOUR STREET  
ANYTOWN, KANSAS 12345-6789

AGREEMENT NUMBER:  
123456  
COVERED VEHICLE VIN:  
12345678912345678

<b>MPP</b> MECHANICAL PROTECTION PLAN	
Vehicle I.D. No. 12345678912345678	Agreement No. 12345678
XX/XX \$100 Deductible	EXECU-CARE PREFERRED PLUS
JOE CUSTOMER	
Your coverage expires at the expiration date or the expiration mileage noted on your actual Vehicle Service Agreement.	

**Agreement Expiration Date:** XX/XX/XXXX  
**Agreement Expiration Mileage:** XX,XXXX  
**Deductible** \$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 2010ECPREFPLUS 110

## NEW VEHICLE SERVICE AGREEMENT EXECU-CARE PREFERRED PLUS

This Agreement is between the Customer ("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

"**YOUR VEHICLE**" means the car or light duty truck as manufactured by the manufacturer which is described in Schedule A.

"**FAILURE**" means that an original manufacturer installed or like replacement part covered by this Agreement, which has been maintained as recommended by the manufacturer, does not function in normal service due to defects in material and/or workmanship and normal wear and tear.

"**ODOMETER**" means the mileage recorded on an odometer which has not stopped or been changed to lower the actual mileage.

"**MANUFACTURER**" means the person, corporation or other entity that originally built or assembled your vehicle.

"**COST**" means the usual and fair charges for parts and labor necessary to repair or replace a covered FAILURE.

"**DEDUCTIBLE**" means the amount that you must pay for covered repairs per repair visit. If the same covered part causes an assembly to fail again, no deductible will apply to the subsequent FAILURE. If the Disappearing \$100 Deductible option is selected and shown in the Agreement information, the deductible will be waived on covered FAILURES repaired at the selling Dealer named on the front of the application. The DEDUCTIBLE will apply to all other covered FAILURES repaired at any other repair facility.

"**WARRANTY**" or "**WARRANTIES**" means the manufacturers' written Warranties provided on YOUR VEHICLE.

"**USED COMMERCIALLY**" means used for livery, taxi, snow removal, rental, transport carrier, police vehicle, emergency vehicle or commercial towing vehicles. USED COMMERCIALLY does not mean Business Use such as Construction, Delivery, Multiple Driver and Service Vehicles **IF** Business Use is indicated on the Application and the Business Use surcharge is paid.

"**AUTHORIZED**" means the dealer or such other repair facility, rental agency, person, company or entity as authorized by the administrator to effect repair, replacement or other covered services.

### WHAT THIS AGREEMENT COVERS

In return for YOUR payment for this Agreement and subject to its terms, YOU will be provided with the protection described herein. WE will pay YOU or a repairer the COST to remedy any FAILURE of YOUR VEHICLE, less the DEDUCTIBLE, except for the items listed under **WHAT IS NOT COVERED**. In either event,

covered repairs must be performed by an AUTHORIZED Repair Facility. **Replacement parts may be new, remanufactured or used. The use of non-original manufacturer's parts is permitted. The Agreement term includes the manufacturer's factory WARRANTY. The effective date and miles shall be the date when the vehicle was first put into factory WARRANTY service (Vehicle In Service Date) either by retail sale, fleet, lease or demonstrator and at zero miles. YOUR Agreement will expire when the plan term months have passed from the Vehicle In Service Date or when YOUR vehicle ODOMETER reading equals the plan term miles, whichever occurs first.**

#### **DRIVE BELTS/COOLING SYSTEM HOSES**

WE will pay YOU or a repairer the COST to remedy any FAILURE to Drive Belts and Cooling System Hoses.

#### **TRIP INTERRUPTION REIMBURSEMENT**

WE will reimburse YOUR out-of-pocket expenses up to \$100 per day for emergency travel/trip interruption, if YOUR VEHICLE is disabled and kept in the shop overnight, due to a FAILURE occurring when YOU are 100 miles (or more) away from home. Reimbursement may be for meals, lodging and alternate transportation when expenses are paid to a commercial place of business. Maximum reimbursement will not exceed \$500 aggregate over the lifetime of the Agreement. **PRIOR NOTIFICATION TO THE ADMINISTRATOR AND PAID RECEIPTS ARE REQUIRED FOR REIMBURSEMENT.**

#### **VEHICLE RENTAL EXPENSE**

WE will pay YOUR out-of-pocket expenses to rent a replacement vehicle from an AUTHORIZED rental agency if: During the Agreement Term, repairs to YOUR VEHICLE are caused by a FAILURE or during the WARRANTY period, repairs to YOUR VEHICLE are covered by WARRANTY and it is inoperable. The following schedule will be used based on labor repair time, to reimburse YOU for substitute transportation.

Repair Time* Required	# of Days Allowed	Maximum Reimbursement
.1 - 5 Hours	1	\$30
5.1 - 10 Hours	2	\$60
10.1 - 20 Hours	3	\$90
20.1 - 30 Hours	4	\$120
30.1 - 40 Hours	5	\$150

\*Repair time is the estimated repair time listed in the applicable National Manufacturer's "flat rate" repair manual.

The total dollar limit per repair visit can be increased over and above the scheduled limits by \$150 with \$30 per day limit, if repairs are delayed because of the Dealer's failure to deliver their manufacturer's replacement part and WE are notified of the delay within the first 2 days of the rental period. This benefit is not subject to a

DEDUCTIBLE but is provided only for as long as we deem reasonable to complete repairs.

#### **TOWING AND ROAD SERVICE**

WE will pay YOUR out-of-pocket expenses up to \$75 for towing and emergency road service labor, if YOUR VEHICLE becomes disabled, provided such emergency road service labor is performed at the scene. If YOUR VEHICLE is disabled during the term of the WARRANTY period, this protection will apply only for the amount in excess of the amount covered by WARRANTY. No DEDUCTIBLE will be applied to this benefit.

#### **SCHEDULED MAINTENANCE**

WE 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. If YOUR VEHICLE requires SCHEDULED MAINTENANCE during the term of the WARRANTY period, this coverage will apply only for the amount in excess of the amount covered by WARRANTY. No DEDUCTIBLE will be applied to this benefit.

#### **BATTERY**

WE will pay YOU or a repairer the COST for one (1) battery replacement due to FAILURE. Coverage is limited to one (1) battery replacement during the term of this Agreement and does not include hybrid vehicle high voltage battery pack.

#### **WINDSHIELD WIPER BLADE(S)**

WE will pay YOU or a repairer the COST for one (1) set of windshield wiper blades or inserts due to FAILURE. Coverage is limited to one (1) replacement wiper or insert set during the term of this Agreement.

#### **WHAT IS NOT COVERED**

**UNLESS REQUIRED IN CONNECTION WITH THE REPAIR OF A FAILURE, THE FOLLOWING ARE NOT COVERED UNDER THIS AGREEMENT:**

- 1. THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE (EXCEPT AS DESCRIBED UNDER SCHEDULED MAINTENANCE ABOVE).**
- 2. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING ENGINE TUNE-UP, SUSPENSION ALIGNMENT, WHEEL BALANCING, FILTERS, LUBRICANTS, ENGINE COOLANT, FLUIDS, AIR CONDITIONING RECHARGING, SPARK/GLOW PLUGS, BRAKE LINING.**

**OTHER PARTS NOT COVERED ARE GLASS, LENSES, SEALED BEAMS, LIGHT BULBS, TIRES, WHEELS, WHEEL COVERS, HARD AND SOFT TRIM, WEATHER STRIPS, CONVERTIBLE OR VINYL TOPS, MOLDINGS, BRIGHT METAL, SHEET METAL, BODY PANELS, BODY PARTS, BUMPERS, CHASSIS FRAME, CROSS MEMBERS, BODY RAILS, BODY HINGES, CARPET, UPHOLSTERY, PAINT, HOSES (EXCEPT COOLING SYSTEM HOSES), EXHAUST SYSTEM (EXCEPT EXHAUST MANIFOLDS), CATALYTIC CONVERTER, BRAKE ROTORS AND DRUMS, SHOCK ABSORBERS, SPARK/GLOWWIRES, BATTERIES (EXCEPT AS SHOWN UNDER WHAT THIS AGREEMENT COVERS AND ONLY AS DESCRIBED THEREUNDER), HYBRID HIGH VOLTAGE BATTERY PACK, BATTERY CABLES, WIPER BLADES OR INSERTS (EXCEPT AS SHOWN UNDER WHAT THIS AGREEMENT COVERS AND ONLY AS DESCRIBED THEREUNDER), CARBURETOR AND THROTTLE BODY ASSEMBLY EXCEPT THE INJECTORS. IN ADDITION, CORRECTION OF AIR AND WATER LEAKS, WIND NOISE, SQUEAKS AND RATTLES, AND CONTAMINATED FUEL SYSTEMS ARE NOT COVERED.**

#### **WHAT IS NOT COVERED**

**WE WILL NOT PAY ANYTHING UNDER THIS AGREEMENT:**

- **FOR A FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO PURCHASE OF THIS AGREEMENT;**
- **FOR A FAILURE DUE TO MISUSE, CORROSION OR LACK OF PROPER MAINTENANCE AS PRESCRIBED BY THE MANUFACTURER WHILE OWNED BY YOU;**
- **FOR A FAILURE CAUSED BY COLLISION, FIRE, THEFT, FREEZING, VANDALISM, RIOT OR EXPLOSION; FALLING MISSILES OR OBJECTS, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, WATER, FLOOD, ANIMALS/PESTS, ENGINE SLUDGE, NEGLIGENCE OR MALICIOUS MISCHIEF;**
- **FOR COSTS COVERED UNDER ANY WARRANTY PERIOD OF THE MANUFACTURER (REGARDLESS OF WHETHER OR NOT THE WARRANTY WAS REVOKED FOR ANY REASON WHATSOEVER OR WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE), REPAIRER'S GUARANTEE, LIMITED WARRANTY, ROADSIDE ASSISTANCE PROGRAM OR INSURANCE POLICY;**
- **IF THE ODOMETER HAS STOPPED OR BEEN CHANGED, ALTERED, OR DISCONNECTED;**
- **FOR A FAILURE CAUSED BY RACING OR OTHER COMPETITION;**
- **FOR A FAILURE CAUSED BY PULLING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;**
- **IF YOUR VEHICLE IS USED COMMERCIALY;**

- **IF YOUR VEHICLE IS USED FOR ANY OTHER BUSINESS PURPOSES (UNLESS BUSINESS USE IS SPECIFICALLY INDICATED ON THE AGREEMENT APPLICATION);**
- **IF YOUR VEHICLE IS ALTERED OR MODIFIED (EXCEPT FOR ALTERATIONS OR MODIFICATIONS RECOMMENDED BY THE MANUFACTURER);**
- **FOR A FAILURE CAUSED BY A NON-COVERED PART AND ANY RESULTING CONSEQUENTIAL LOSS OR DAMAGE;**
- **FOR A FAILURE CAUSED BY INSUFFICIENT COOLANT OR LUBRICANTS, BROKEN BELTS, BURST HOSES OR STUCK THERMOSTATS;**
- **FOR A FAILURE DUE TO CONTAMINATED FUELS OR FLUIDS;**
- **FOR A FAILURE OF OR RELATING TO ANY PART WHICH IS NOT ORIGINAL VEHICLE MANUFACTURER EQUIPMENT OR LIKE REPLACEMENT PART;**
- **FOR A FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA AND CANADA;**
- **FOR ECONOMIC LOSS, INCLUDING PROFIT OR INCOME, LOSS OF TIME, INCONVENIENCE, LODGING, FOOD, STORAGE CHARGES OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE THAT MAY RESULT FROM A FAILURE;**
- **FOR A FAILURE 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;**
- **IF A MATERIAL MISREPRESENTATION WAS MADE ON THE VEHICLE SERVICE AGREEMENT APPLICATION OR IF YOU ARE NO LONGER UTILIZING YOUR VEHICLE IN ACCORDANCE WITH THE ELIGIBILITY REQUIREMENTS STATED ON THE VEHICLE SERVICE AGREEMENT APPLICATION.**

#### **YOUR RESPONSIBILITIES**

**YOU must properly maintain YOUR VEHICLE as recommended by the vehicle MANUFACTURER. YOU must keep receipts showing date, mileage and services performed and present them to the administrator or AUTHORIZED repair facility if you have a claim.**

#### **LIMITS OF LIABILITY**

Costs of Repairs or Replacements for any one repair visit, less the Deductible, shall in no event exceed the actual cash value of the vehicle before FAILURE. The total of all benefits paid or payable under this Agreement shall not exceed the original vehicle purchase price.

## **CLAIM PROCEDURES**

**If YOU experience a FAILURE YOU must:**

- **Use all reasonable means to protect YOUR VEHICLE from additional damage;**
- **Return YOUR VEHICLE to the dealership from whom YOU purchased this agreement or notify the administrator as soon as possible and obtain approval for an AUTHORIZED repair facility. If the FAILURE occurs during the WARRANTY period, YOUR VEHICLE must be returned to a dealership that sells the same vehicle make;**
- **Furnish such information as may reasonably be required;**
- **Allow an examination of YOUR VEHICLE if asked to do so;**
- **Incur only those expenses which are authorized in advance.**
- **YOU must pay the DEDUCTIBLE (if any) for all covered repairs performed in a single repair visit; and YOU are responsible for authorizing and pay any teardown or diagnostic time needed to determine if YOUR vehicle has a covered FAILURE. If WE determine that there is a Covered Failure, then WE will pay for the reasonable cost of the teardown and diagnostic time as part of the Covered Failure.**

## **TRANSFER**

First Retail Purchaser - If YOU sell YOUR vehicle to an individual (Second Purchaser), YOU may transfer the Plan coverage. To transfer Plan coverage, YOU must send to the administrator a completed transfer form (obtainable from the Dealer whom this Plan was purchased or directly from US), this Agreement and all invoices, bills and work orders to verify vehicle maintenance and verification of mileage. If vehicle mileage and maintenance records are complete, the administrator will transfer this Agreement to the Second Purchaser for a fee of \$50. Transfer of the Plan must be made within 30 days of transferring vehicle ownership. If the remaining Plan coverage is not properly and timely transferred, the Plan coverage will no longer be in force. Second Purchaser - A second purchaser may not transfer Plan coverage to a subsequent purchaser. Upon sale of the vehicle by the second purchaser, Plan coverage will no longer be in force and the Plan Agreement should be cancelled as explained in Cancellation and Refund.

This Agreement is not transferable or assignable if traded or sold to a dealer and should be cancelled by YOU as explained in Cancellation and Refund.

## **CANCELLATION AND REFUND**

Provided there are no claims made under this Agreement, YOU may cancel this Agreement within thirty (30) days of purchase for a full refund of the purchase price paid. After thirty (30) days or if there are claims made, YOU will receive a prorated refund of the purchase price paid, less a \$50 service charge. Written notice must be mailed 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. WE may cancel this Agreement in the event the charge for

YOUR Agreement has not been paid, if the odometer has been disconnected or altered, the New Vehicle MANUFACTURER'S WARRANTY has been canceled or voided, or if there is a material misrepresentation on the Vehicle Service Agreement Application. If WE cancel, YOU will not be charged a \$50 service charge. 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/lessor'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.

## **DISPUTE RESOLUTION**

In the event of a dispute arising out of or relating to this Addendum or relationship to this Addendum, such dispute shall be settled by final and binding arbitration by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless all parties agree to do otherwise. There shall be one (1) arbitrator and judgment on the award rendered by the arbitrator may be entered exclusively in any court having competent jurisdiction. The arbitration shall be held in the county and state where this Addendum was purchased, unless all parties agree to do otherwise. Each party shall pay its own fees in presenting its case (such as attorney's fees, witness expenses, and travel expenses). Any fees paid to the American Arbitration Association and the arbitrator shall be shared equally by all parties.

**Except in the state of Florida, 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. In the state of Florida, coverage is provided by Old United Casualty Company (Florida # 03041).**