

**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 PREOWNED BRONZE  
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 PREOWNED BRONZE
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,XXX    **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 2008ECPOB 808

**EXECU-CARE PRE-OWNED 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**

“YOUR VEHICLE” means the private passenger car, pickup truck or van shown identified in this Agreement provided it is not used for commercial purposes.

“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.

“COST” means the usual and fair charge for parts and labor necessary to repair or replace a covered FAILURE.

“DEDUCTIBLE” means the amount “YOU” must pay for covered repairs per repair visit. 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.

“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 the FAILURE of only the following COVERED PARTS to YOUR VEHICLE, less the DEDUCTIBLE. 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.

**BRONZE COVERAGE  
COVERED PARTS**

- Gasoline Engine: All internal lubricated parts, cylinder block (when damaged by an internal moving part), cylinder heads (when damaged by an internal moving

part), intake manifold gaskets and head gaskets, intake manifold, exhaust manifold, oil pump, fan blade, water pump, fuel pump, vacuum pump, timing chain, timing gears, timing belt, turbocharger housing and all its internal parts. Diesel Engine: All parts listed within GASOLINE engine coverage, fuel injection pump, vacuum pump.

- Transmission, Transaxle: Transmission case (when damaged by an internal moving part), all internal lubricated parts within the transmission case, torque converter, internal torque converter engagement solenoid, internal shift control solenoids, valve body, governor, transfer case (when damaged by an internal moving part), all internal lubricated parts within the transfer case.
- Front/Rear Wheel Drive: Final drive housing (when damaged by an internal moving part), all internal lubricated parts within the final drive housing, axle housing (when damaged by an internal moving part), axle shafts, constant velocity joints, propeller shafts, universal joints.

### RENTAL COVERAGE

**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** 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 – 8.0 Hours	1	\$30
8.1 – 16.0 Hours	2	\$60
16.1 – 24.0 Hours	3	\$90
24.1 – 32.0 Hours	4	\$120
32.1 – 40.0 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 the above scheduled limits by \$90 with \$30 per day limit if covered repairs are delayed because of the Dealer’s failure to deliver their manufacturer’s replacement part and **WE** are notified of the delay during the first day 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 LABOR COSTS

When a **FAILURE** disables **YOUR VEHICLE**, **WE** will pay for towing and emergency road service labor up to a limit of \$75 provided such labor is performed at the scene of the disablement.

### IF YOU HAVE OTHER PROTECTION

**WE** will pay only a portion of **COSTS** if **YOU** have other protection covering a **FAILURE**. **OUR** share of **COSTS** shall bear the same relationship to total **COSTS** that **OUR** limit of liability bears to the total of all applicable limits of liability. If the automaker or repairer agrees to cover all or some of the **COSTS** of a **FAILURE** after a warranty or guarantee has expired, **WE** will pay only for an extra cost.

### WHAT THIS AGREEMENT DOES NOT PROTECT

**WE WILL NOT PAY 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. IN ADDITION, WE WILL NOT PAY BENEFITS**

- **FOR A FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT.**
- **FOR A FAILURE CAUSED BY CORROSION, OR YOUR FAILURE TO SERVICE THE VEHICLE AS REQUIRED BY THIS AGREEMENT OR FAILURE TO MAINTAIN PROPER FLUID OR LUBRICANT LEVELS.**
- **FOR A FAILURE CAUSED BY COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, WATER, FLOOD, FREEZING, FALLING MISSILES OR OBJECTS, ANIMALS/PESTS, ENGINE SLUDGE, NEGLIGENCE OR MALICIOUS MISCHIEF.**
- **IF THE ODOMETER OF THE COVERED VEHICLE HAS STOPPED, BEEN CHANGED, ALTERED, OR DISCONNECTED (THIS DOES NOT INCLUDE IF THE ODOMETER WAS TAMPHERED WITH PRIOR TO PURCHASE OR PRIOR TO USE).**
- **TO REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS AGREEMENT.**
- **FOR STORAGE CHARGES.**
- **FOR OIL, GREASE, COOLANT, OR REFRIGERANT UNLESS REQUIRED IN CONNECTION WITH THE REPAIR OF A COVERED PART.**
- **FOR A FAILURE DUE TO MISUSE OR ABUSE.**
- **FOR ENGINE TUNE-UP OR FRONT SUSPENSION ALIGNMENT.**
- **FOR A FAILURE RESULTING FROM RACING OR OTHER COMPETITION.**
- **FOR A FAILURE CAUSED BY TOWING 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 RENTED TO SOMEONE ELSE.**
- **IF YOU ARE RENTING YOUR VEHICLE FROM SOMEONE ELSE FOR LESS THAN ONE YEAR.**
- **IF YOUR VEHICLE IS ALTERED OR MODIFIED (EXCEPT FOR ALTERATIONS OR MODIFICATIONS RECOMMENDED OR APPROVED BY THE MANUFACTURER).**
- **FOR A FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA AND CANADA.**
- **FOR ECONOMIC LOSS, INCLUDING LOSS OF PROFIT OR INCOME, LOSS OF TIME, INCONVENIENCE, LODGING, FOOD OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE NOT COVERED UNDER THIS POLICY THAT MAY RESULT FROM A MECHANICAL FAILURE.**
- **FOR A FAILURE CAUSED BY INSUFFICIENT COOLANT OR LUBRICANTS, BROKEN BELTS, BURST HOSES OR STUCK THERMOSTATS.**
- **FOR A FAILURE CAUSED BY A NON-COVERED PART AND ANY RESULTING CONSEQUENTIAL LOSS OR DAMAGE.**
- **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;**
- **FOR A FAILURE CAUSED BY CONTAMINATED FUELS OR FLUIDS.**
- **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.**

**ADDITIONALLY, WE WILL NOT PAY COSTS INCURRED TO IMPROVE OPERATING PERFORMANCE FOLLOWING NORMAL WEAR AND TEAR. THIS INCLUDES, BUT IS NOT LIMITED TO, VALVE OR RING REPAIRS DESIGNED TO IMPROVE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION.**

#### **MINIMUM SERVICES REQUIRED**

**Each 3 months or 3,000 miles whichever occurs first from purchase or last service:**

**Change Engine Oil and Engine Oil Filter**

**Check Transmission Fluid Level**

**Check Rear Axle Fluid Level**

**Lubricate Vehicle**

**Other Special Services as recommended by dealer or manufacturer.**

**Each 12 months or 12,000 mileage whichever occurs first:**

**Transmission tune-up and fluid change**

**\*(Turbocharged Engines and Diesel Engines – 3 months or 3,000 miles)**

**YOU must keep receipts showing date, mileage and service performed and present them to the administrator or an AUTHORIZED repair facility if you have a claim.**

#### **YOUR DUTIES IN THE EVENT OF A FAILURE**

If YOU experience a FAILURE YOU agree to:

1. Use all reasonable means to protect **YOUR VEHICLE** from additional damage.
2. Notify the administrator as soon as possible and obtain approval for an **AUTHORIZED REPAIR FACILITY**.
3. Furnish such information as may reasonably be required.
4. Allow an examination of **YOUR VEHICLE** if asked to do so.
5. Incur only those expenses which are authorized in advance.
6. **YOU** must pay the Deductible (if any) for all covered repairs performed in a single repair visit; and
7. **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.

#### **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.

#### **GENERAL PROVISIONS**

**OUR RIGHT TO RECOVER PAYMENT:** If **WE** pay anything under this Agreement and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights. **YOU** shall do whatever is necessary to enable **US** to enforce these rights.

#### **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 canceled as explained in Cancellation and Refund.

This Agreement is not transferable or assignable if traded or sold to a dealer and should be canceled by the Agreement Holder 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 cancelled 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/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.

**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.**