

MECHANICAL PROTECTION PLAN (MPP)

STATE SPECIFIC DISCLOSURES

Some states in which this Agreement is sold require certain additional disclosures or require amendments to the terms and conditions above. These additional disclosures or amendments are set forth as described herein. They apply to **YOU** if **YOU** purchased this Agreement in the following state:

Alabama

CANCELLATION AND REFUND

The service charge is changed to \$25.

If We cancel this Plan, We will mail a notice of cancellation to Your last known address at least five (5) days prior to the effective date of cancellation. Prior notice of cancellation is not required if this Plan is cancelled for nonpayment of the Plan purchase price or material misrepresentation by You.

Arizona

To the extent that there are any discrepancies with the provisions of this vehicle service agreement, this vehicle service agreement shall adhere to A.A.C. R20-6-407.

DISPUTE RESOLUTION - The following shall be added: This clause does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division under the provisions of Arizona Revised Statute 20-1095.09.

California

MPP Co., Inc.'s California Provider License number is 0B69192.

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 obligor 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. If YOU are not satisfied with the Insurer's response, YOU may contact the California Department of Insurance at 1-800-927-4357.

WHAT IS NOT COVERED shall be amended to include: **FOR A FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO PURCHASE OF THIS AGREEMENT;**

DISPUTE RESOLUTION shall be deleted.

CANCELLATION AND REFUND

Shall be amended to read: - Provided there are no claims made under this Agreement, You may cancel this Agreement within sixty (60) days of purchase for a full refund of the purchase price paid. After sixty (60) days or if there are claims made, You will receive a prorated refund of the purchase price paid, less a cancellation fee not to exceed 10 percent of the price of the service contract or twenty-five dollars (\$25), whichever is less. Written notice must be mailed to the issuing dealer or Us 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 within sixty (60) days of purchase for any reason by providing YOU written notification, specifically stating such reason, postmarked prior to the sixty-first (61st) day. The Agreement will cease to be valid five (5) days after the postmark date of the notice. We will provide You a full refund of the purchase price paid, less any claims paid or to be paid, within thirty (30) days of the cancellation date. After sixty (60) days, We may

cancel in the event the charge for Your Agreement has not been paid or if there is a material misrepresentation by providing You written notification specifically stating such reason. The Agreement will cease to be valid five (5) days after the postmark date of the notice. We will provide You a pro-rated refund of the purchase price paid, less any claims paid or to be paid, within thirty (30) days of the cancellation date. If the We have 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.

Colorado

The coverage provided in this Agreement is insured under a Reimbursement Insurance Policy (Policy #15-1000001) 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.

Connecticut

If the term of this agreement is less than one (1) year and the agreement expires while **YOUR VEHICLE** is being repaired for covered **FAILURE**, the agreement is extended until the repairs for that **FAILURE** are completed.

DISPUTE RESOLUTION

If **YOU** do not agree with US on the amount of loss, **YOU** may pursue arbitration to settle the disagreement. To request arbitration, mail **YOUR** complaint to: 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 or lease price of the product, the cost of repair of the product, and a copy of the warranty contract.

CANCELLATION AND REFUND

YOU have the right to cancel this agreement at any time during its term. Please refer to the cancellation provisions.

Florida

The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.

Execu-Care Premier, Execu-Care Preferred and Preferred Plus, Execu-Care Pre-Owned, Execu-Care Certified Pre-Owned and Execu-Care Maintenance:

If the Disappearing \$100.00 Deductible Option is selected, the deductible will be waived on Covered Failures repaired at the selling Dealer named on the front of the Application. In the event the selling Dealer ceases to do business, the deductible will be waived on Covered Failures repaired at the nearest authorized repair facility. The deductible will apply to all other Covered Failures repaired at any other repair facility.

TRANSFER

First Retail Purchaser – To transfer Plan coverage, YOU must send to the administrator a completed transfer form (obtainable through the Dealer issuing this Plan), 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 \$40. 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.

CANCELLATION AND REFUND

YOU may return this Agreement within sixty (60) days after purchase for 100% of the gross premium paid, less any claims paid and a 5% administration fee. After sixty (60) days, **YOU** may cancel this Agreement and receive 90% of the unearned pro rata premium. **WE** may cancel this Agreement if the odometer has been tampered with or disabled and **YOU** fail to repair the odometer; if there has been a material misrepresentation of fraud at the time of sale of this Agreement; or for non payment of premium. If for nonpayment of premium, **YOU** will be notified of cancellation by certified mail. If **WE** cancel this Agreement, the return premium will be 100% of the paid unearned pro rata premium.

Execu-Care Lease Wear:

TRANSFER

Should You transfer the remaining obligation under Your Lease/Finance Agreement, You may transfer this Vehicle Service Agreement to a subsequent retail purchaser or lessee by submitting the following to Old United Casualty Company (OUC):

1. **Completed transfer form (obtainable from the dealer selling this plan or directly from OUC).**
2. **The original Vehicle Service Agreement**
3. **\$40.00 transfer fee.**
4. **Copy of the Lease/Finance Agreement documenting the transfer.**

The original terms, conditions and exclusions shall remain in effect. 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

YOU may return this Agreement within sixty (60) days after purchase for 100% of the gross premium paid, less any claims paid and a 5% administration fee. After sixty (60) days, **YOU** may cancel this Agreement and receive 90% of the unearned pro rata premium. **WE** may cancel this Agreement if the odometer has been tampered with or disabled and **YOU** fail to repair the odometer; if there has been a material misrepresentation of fraud at the time of sale of this Agreement; or for non payment of premium. If for nonpayment of premium, **YOU** will be notified of cancellation by certified mail. If **WE** cancel this Agreement, the return premium will be 100% of the paid unearned pro rata premium. If we have notice of a lessor/lienholder, and a Discharge of Lien is not provided, both You and the lessor/lienholder will be listed on any refund. If the Covered Vehicle is repossessed, the lessor/lienholder is authorized to initiate cancellation of this Vehicle Service Agreement and receive any portion of the premium refunded. In the event a Covered Vehicle is sold, assigned, transferred, or the Lease/Finance Agreement is terminated for any reason whatsoever, prior to the Lease/Finance Term Expiration Date, coverage under this Vehicle Service Agreement will be terminated with respect to that Covered Vehicle and should be canceled as stated above.

Georgia

CANCELLATION AND REFUND

Provided there are no claims made under the Vehicle Service Agreement, it may be returned to the Administrator within (30) thirty days of purchase for a full refund. After (30) thirty days or if there are claims made, **YOU** may cancel this Agreement by delivering written notice to the issuing dealer or administrator stating the effective date of cancellation, mileage and Agreement number. The refund will be based on the customary short rate for the expired term of the Agreement based on time or mileage, whichever is greater. **WE** may cancel this Agreement due to fraud, material misrepresentation, or failure to pay. Cancellation of this Agreement will be in accordance with O.C.G.A. 33-24-44. **YOU** will be given ten (10) days written notice if this Agreement is cancelled for nonpayment of the Agreement charge or if it has been in force less than sixty (60) days. Otherwise, **YOU** will be given thirty (30) days written notice. If **WE** cancel this Agreement, the return premium will be 100% of the paid unearned pro rata premium.

Under **WE WILL NOT PAY ANYTHING UNDER THIS AGREEMENT**, the following shall be amended to read:

- **FOR A FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO PURCHASE OF THIS AGREEMENT AND WAS KNOWN TO 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, NEGLIGENCE OR MALICIOUS MISCHIEF;**
- **IF THE ODOMETER HAS STOPPED OR BEEN CHANGED, ALTERED, OR DISCONNECTED WHILE OWNED BY YOU;**
- **IF YOUR VEHICLE IS ALTERED OR MODIFIED (EXCEPT FOR ALTERATIONS OR MODIFICATIONS RECOMMENDED BY THE MANUFACTURER) BY YOU OR WITH YOUR KNOWLEDGE;**

DISPUTE RESOLUTION shall be deleted.

Illinois

Execu-Care Premier, Execu-Care Preferred and Preferred Plus, Execu-Care Certified Pre-Owned:

“**FAILURE**” means that an original manufacturer’s installed or like replacement part covered by the Plan, 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.

Execu-Care Pre-Owned:

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

Execu-Care Maintenance:

The following Key Term shall be changed to read:

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 Service** does not mean mechanical failures due to defects in material and/or workmanship or normal wear and tear.

Execu-Care Premier, Execu-Care Preferred and Preferred Plus, Execu-Care Certified Pre-Owned, Execu-Care Pre-Owned, Execu-Care Maintenance: **CANCELLATION AND REFUND**

Provided there are no claims made under this Agreement, **YOU** may return this Agreement to the Administrator within thirty (30) days of purchase for a full refund of the amount paid, less the cancellation fee. After thirty (30) 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 time or mileage used, whichever is greater. The pro rata method will be used to figure cancellations, less a cancellation fee. This Agreement shall be subject to a cancellation fee not to exceed the lesser of 10% of the Agreement retail price or \$50.00. 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 Agreement Application. If **WE** cancel, **YOU** will not be charged the cancellation fee. Both owner and lienholder will be listed on any refund. If the lienholder takes possession of the vehicle, or a total loss of the vehicle occurs, the lienholder will be sole party to any refund. If cancelled, the Agreement may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE**.

Execu-Care Lease Wear

TERMINATION, CANCELLATION AND REFUND

Provided there are no claims made under this Agreement, **YOU** may return this Agreement to the Administrator within thirty (30) days of purchase for a full refund of the amount paid, less the cancellation fee. After thirty (30) 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 time or mileage used, whichever is greater. The pro rata method will be used to figure cancellations, less a cancellation fee. This Agreement shall be subject to a cancellation fee not to exceed the lesser of 10% of the Agreement retail price or \$50.00. 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 Agreement Application. If **WE** cancel, **YOU** will not be charged the cancellation fee. Both owner and lienholder will be listed on any refund. If the lienholder takes possession of the vehicle, or a total loss of the vehicle occurs, the lienholder will be sole party to any refund. In the event a **COVERED VEHICLE** is sold, assigned, transferred, or the Lease/Finance Agreement is terminated for any reason whatsoever, prior to the Lease/Finance Term Expiration Date, coverage under this Agreement will be terminated with respect to the **COVERED VEHICLE** and should be canceled as stated above. If canceled, the agreement may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE**.

Iowa

If you have any questions regarding this service contract, you may contact the Iowa Insurance Division, 340 E. Maple Street, Des Moines, Iowa 50319-0066, (515) 281-4441.

CANCELLATION AND REFUND

The following sentence shall be added: A 10% penalty will be added each month to any refund that is not paid within 30 days of the return of the Plan and signed cancellation request to Us.

Minnesota

This Agreement does not cover any cost, repair, replacement covered under Minnesota Statute 325F.662 – Sale of Used Motor Vehicle, Dealer's Written Warranty Required. Every used motor vehicle sold by a dealer is covered by an express warranty, which the dealer shall provide to the consumer. At a minimum, the dealer's 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 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 30 days or 1,000 miles, whichever comes first.

Nevada

This Vehicle Service Agreement is non-renewable.

Replacement parts not made for or by the original manufacturer may be used to comply with the terms of this Vehicle Service Agreement.

CANCELLATION AND REFUND

Provided there are no claims made under this Agreement, **YOU** may return this Agreement to the Administrator within thirty (30) days of purchase for a full refund of the amount paid. After thirty (30) 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 time or mileage used, whichever is greater. The pro rata method will be used to figure cancellations, less a cancellation fee of \$50.00.

When this Agreement has been in effect for less than seventy (70) days, **WE** may cancel for any reason. When this Agreement has been in effect for seventy (70) days or more, **WE** may not cancel prior to the expiration of the agreed Agreement term or one (1) year after the effective date of this Agreement, which ever occurs first, except for the following reasons:

- (a) Failure by **YOU** to pay any amount when due;
- (b) Conviction of **YOU** of a crime which results in an increase in the service required under this Agreement;
- (c) Discovery of fraud or material misrepresentation by **YOU** in obtaining this Agreement, or in presenting a claim for service thereunder;
- (d) Discovery of:
 - (1) An act or omission by **YOU**;
 - (2) A violation by **YOU** of any condition of this Agreement, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement; or
- (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Agreement was issued or sold.

The cancellation shall be effective fifteen (15) days after **WE** mail the cancellation notice. If **WE** cancel, **YOU** will not be charged the cancellation fee.

Both owner and lienholder will be listed on any refund. If the lienholder takes possession of the vehicle, or a total loss of the vehicle occurs, the lienholder will be sole party to any refund. If cancelled, the Agreement may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE**.

New Mexico

This Vehicle Service Agreement is non-renewable.

Replacement parts not made for or by the original manufacturer may be used to comply with the terms of this Vehicle Service Agreement.

CANCELLATION AND REFUND

Provided there are no claims made under this Agreement, **YOU** may return this Agreement to the Administrator within thirty (30) days of purchase for a full refund of the amount paid. After thirty (30) 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 time or mileage used, whichever is greater. The pro rata method will be used to figure cancellations, less a cancellation fee of \$50.00.

When this Agreement has been in effect for less than seventy (70) days, **WE** may cancel for any reason. When this Agreement has been in effect for seventy (70) days or more, **WE** may not cancel prior to the expiration of the agreed Agreement term or one (1) year after the effective date of this Agreement, which ever occurs first, except for the following reasons:

- (a) Failure by **YOU** to pay any amount when due;
- (b) Conviction of **YOU** of a crime which results in an increase in the service required under this Agreement;
- (c) Discovery of fraud or material misrepresentation by **YOU** in obtaining this Agreement, or in presenting a claim for service thereunder;
- (d) Discovery of either of the following if it occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement:
 - (1) An act or omission by **YOU**;
 - (2) A violation by **YOU** of any condition of this Agreement

The cancellation shall be effective fifteen (15) days after **WE** mail the cancellation notice. If **WE** cancel, **YOU** will not be charged the cancellation fee.

Both owner and lienholder will be listed on any refund. If the lienholder takes possession of the vehicle, or a total loss of the vehicle occurs, the lienholder will be sole party to any refund. If cancelled, the Agreement may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE**.

South Carolina

If you have any questions or complaints regarding this service agreement, you may contact:

South Carolina Department of Insurance

P.O. Box 100105

Columbia, South Carolina 29201-3105, (803) 737-6180.

Texas

CANCELLATION AND REFUND shall be amended to read:

Provided there are no claims made under this Agreement, **YOU** may cancel this Agreement within thirty (30) days from the date of purchase for a full refund of the purchase price paid. After thirty (30) days or if there are claims mad, **YOU** will receive a prorated refund of the purchase price paid, less a \$50.00 service charge. Written notice must be mailed to the issuing dealer or administrator stating the future 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 by mailing a notice of cancellation, to **YOUR** last known address of record, before the fifteenth (15th) day preceding the effective date of the cancellation and stating the reason for cancellation. **WE** are not required to provide prior notice of cancellation in the event the charge for **YOUR** Agreement has not been paid for, **YOU** have made a material misrepresentation, or there is a substantial breach of duty by **YOU** relating to **YOUR VEHICLE** or its use. If **WE** cancel, **YOU** will not be charged a \$50.00 service charge. A 10% penalty will be added to any refund that is not paid within 45 days of the return of the Agreement and signed cancellation request to **US**. **YOU** may apply directly to the Insurer that is insuring this Agreement if a refund or credit is not paid by **US** before the 46th day after the date on which the Agreement is returned to **US** in accordance with Section 1304.158. If the administrator has a 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**.

If You have a complaint concerning the administrator (provider) or have questions concerning the regulation of service contract providers, You may contact:

The Texas Department of Licensing and Regulation

P.O. Box 12157

Austin, Texas 78711

(512) 463-6599

Washington

SERVICE AGREEMENT shall be amended to read:

Our fulfillment of the provisions under Your Plan are guaranteed under a reimbursement insurance policy issued by Old United Casualty Company, P.O. Box 795, Shawnee Mission, Kansas 66201 (DBA Vantage Casualty Company in California). The Policy Number is # 15-1000001. You are entitled to make a claim for provisions under this Plan with Us or the insurance company.

CANCELLATION AND REFUND shall be amended to read:

Provided there are no claims made, You may cancel Your Plan within thirty (30) days for a full refund of the purchase price paid. After thirty (30) days or if there has been claims mad, You will receive a pro-rata refund of the purchase price paid, less a \$25 service charge and less claims paid. Should the service charge and/or amount of claims exceed the refund amount, no refund is due to You. You may cancel this Plan by returning the Plan Provisions a d a signed cancellation request form. Refunds will be made to You and/or the lienholder. A 10% penalty will be added to any refund that is not paid within 30 days of the return of the Plan and signed cancellation request to Us. The implied warranty of merchantability on the motor vehicle is not waived if this Agreement has been purchased within ninety (90) days of the purchase price date of the motor vehicle.

Wisconsin

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