

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 LUXURY 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

MPP MECHANICAL PROTECTION PLAN	
Vehicle I.D. No. 12345678912345678	Agreement No. 12345678
XX/XX XXXX Deductible	EXECU-CARE LUXURY 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: XXXX

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 2012ECLUXPLUS 412

VEHICLE SERVICE AGREEMENT EXECU-CARE LUXURY PLUS

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 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" mean the manufacturers' written Warranties provided on YOUR VEHICLE.

"USED COMMERCIALLY" means used for carriage of passengers for hire/taxi, commercial delivery/service/repair, snow removal, rental, transport carrier, police vehicle, emergency vehicle or commercial towing vehicles.

"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 repair or replace any COVERED PART to YOUR VEHICLE, less any applicable DEDUCTIBLE, due to FAILURE. A COVERED PART is any part listed under COVERED PARTS, or any other part except for the parts and provisions listed under WHAT IS NOT COVERED. In addition to the coverage

described above, **YOU** will receive the services and/or repairs listed under **ADDITIONAL BENEFITS**. In any event, covered repairs and services must be authorized by **US** in advance and performed by an **AUTHORIZED** Repair/Service 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** period. 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, regardless of the date of purchase of this Agreement or odometer reading at time of purchase. **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.

COVERED PARTS

BATTERY COVERAGE - Covers the **COST** for one (1) battery replacement due to **FAILURE**. Coverage is limited to one (1) battery replacement during the term of this Agreement, or the difference between the manufacturer's limited warranty (if any) pro-rated reimbursement and the total cost of the battery. Coverage does not include hybrid vehicle or high voltage battery pack.

BRAKE PAD COVERAGE - Covers the **COST** for the replacement due to **FAILURE** of one (1) set of front and rear brake pads/shoes during the term of this Agreement.

ELECTRICAL COVERAGE - Covers the **COST** for the repair or replacement due to **FAILURE** of fuses, interior and exterior light bulbs including: turn signal bulbs, engine compartment lights, running lights, fog lights, stop lights, backup lights, license plate lights, parking lights, trunk light, dome light, courtesy light, visor light, map light and glove box light during the term of this Agreement.

ENGINE BELTS AND HOSES COVERAGE - Covers the **COST** to remedy any **FAILURE** to Engine Belts and Hoses that include: vacuum pump belt, serpentine belt, power steering belt, alternator belt, supercharger belt, AIR pump belt, air conditioner belt, water pump belt, heater hose, bypass hose, throttle body hose, upper and lower radiator hoses, air conditioning hose, power steering pressure and return hose, air hose, washer hoses, vacuum hoses, and fuel hoses.

HEADLAMP COVERAGE - Covers the **COST** for the replacement of headlamps due to **FAILURE** during the term of this Agreement

WINDSHIELD WIPER BLADE COVERAGE - Covers 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.

ADDITIONAL BENEFITS

PAINTLESS DENT REPAIR - Paintless Dent Repair or PDR means the process used to remove small dings and minor dents from the painted surface of **YOUR** vehicle without harming the vehicle's factory finish, subject to the limitations and exclusions set forth in this Agreement. To arrange for PDR repair under this Agreement **YOU** must first call the Administrator at 1-866-838-1120 to obtain prior authorization. Once authorization is granted, **YOU** will be contacted by a certified technician. **YOU MAY NOT SEEK SERVICE FROM ANY OTHER VENDOR, OR RECEIVE ANY PROVISION OF SERVICE UNDER THIS AGREEMENT, WITHOUT PRIOR APPROVAL OF THE ADMINSTRATOR.** **YOU** may be asked to take **YOUR** Covered Vehicle to **YOUR** selling dealer's location or a participating automobile dealer to obtain service. **WE** will have fulfilled our obligations after an examination of the vehicle and an explanation is given for any dent(s) not repairable using PDR or if the damaged area cannot be completely repaired by the PDR process. Any damage that the certified technician determines cannot be repaired by the PDR process is excluded from coverage. The Administrator and certified technician retain sole authority to determine whether the damage can be repaired using the PDR process.

TIRE & WHEEL ROAD HAZARD

If a Road Hazard materially damages one or more of the tires on the Covered Vehicle, **WE** will reimburse **YOU**, up to the Limits of Liability (as defined below), for the reasonable cost of repairing or replacing the tire(s), subject to the terms and conditions set forth herein. A Road Hazard is a condition on a public roadway which should not exist there, such as potholes, cracks, breaks, nails and glass. The tires that are covered are only those that were on the Covered Vehicle on the date that this Agreement was purchased unless original tires were replaced by the same size like kind and quality tires or better and do not exceed 22 inches in diameter. To determine the reasonable cost of a repair or replacement, **WE** will refer to the national average cost for similar repairs or replacements. If a tire covered by this Agreement becomes unserviceable due to a Road Hazard and can be safely repaired following the Rubber Manufacturers' Association (RMA) repair procedures. On-the-wheel repairs or plug repairs should not be made. Any repair, installation, mounting, balancing and taxes will be reimbursed to **YOU** or paid directly to the servicing dealer. If **YOUR** tire covered by this Agreement becomes unserviceable due to a Road Hazard and cannot be safely repaired, it will be replaced with a new tire. If available, an exact make/model replacement tire will be installed. If not available, a comparable quality tire will be installed. The cost of mounting, balancing, valve stems and tire disposal fees shall be covered as applicable on covered repairs. If a wheel covered under this Agreement is damaged in conjunction with a covered tire due to a Road Hazard and cannot hold proper tire pressure, it will be repaired or replaced with a wheel of like kind and quality as the original wheel. Damage resulting in scrapes, scratches, or other cosmetic damage where the tire can hold proper tire pressure is not covered under this Agreement.

WINDSHIELD REPAIR COVERAGE - To arrange for windshield repair under this Agreement, **YOU** must first call TOLL FREE 1-866-838-1120 to obtain prior authorization. Services received independently are not covered or reimbursable without prior authorization. Windshield repair covers the cost of repairs to the front windshield **ONLY** of minor Chips and Cracks caused from propelled rocks or other road hazard debris such as wood debris, metal parts, plastic or composite scraps, or any other propelled objects. **NOTE:** This only covers minor repairable Chips and Cracks. Repairs are of a structural nature and not of a cosmetic nature. Chip or Chipped means a mark or flaw in the front windshield without complete separation of (or hole in) the glass made by the breaking off or gouging out of a piece no larger than a half dollar coin that can be repaired without replacing the windshield or glass. Cosmetic Nature means Cracks or Chips that do not threaten the structural integrity of the glass such as scratches, pits and abrasions caused by normal wear and tear, and are repaired to enhance the appearance of the glass without replacing the windshield or glass. Structural Nature means Cracks or Chips repaired to restore structural integrity (prevent complete breakage) of the Chipped or Cracked glass without replacing the windshield or glass. Crack/Cracked means a break in the front windshield without complete separation or split of the glass that can be repaired without replacing the windshield or glass.

WHEEL ALIGNMENT COVERAGE - Covers the cost of one (1) wheel alignment during the term of this Agreement.

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**. **YOU** will be allowed up to \$35 per day for a maximum of 5 days. **YOU** are responsible for obtaining the rental car and rental car expenses incurred must be from a licensed rental car agency or **AUTHORIZED** Dealer. The total dollar limit per repair visit can be increased over and above the scheduled limits by an additional 5 days with \$35 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 limited to downtime repairs and ends when the repair is completed or when the maximum number of days allowed are reached, whichever occurs first.

A COMPLIMENTARY MOTOR CLUB MEMBERSHIP, a program provided by ROAD AMERICA MOTOR CLUB, INC., that includes:

24-Hour Roadside Assistance/Towing Services up to \$100 per occurrence; Flat Tire Assistance; Fuel, Oil, Fluid and Water Delivery Service; Collision Assistance; Battery Assistance; Lock-out Assistance; Driver's Valet; Key Replacement Assistance with Vehicle Lockout (Maximum benefit to repair or replace keys, transponders and any applicable programming will be Five Hundred (500.00) dollars per occurrence; Emergency Message Relay; Road America Savings Connection;

\$500.00 Emergency Travel Expense Reimbursement (Note: Emergency Travel Expense is not available in CA and NY); \$50.00 Ambulance Service Reimbursement (Note: Ambulance Service Reimbursement is not available in GA, NY and VA); \$1,000 Car Theft Reward; \$1,000 Hit & Run Reward; Custom Trip Routing.

A separate Membership Package will be sent to YOU by ROAD AMERICA MOTOR CLUB, INC.

WHAT IS NOT COVERED

UNLESS REQUIRED IN CONNECTION WITH THE REPAIR OF A FAILURE, THE FOLLOWING ARE NOT COVERED UNDER THIS AGREEMENT: ENGINE TUNE-UP, SUSPENSION/WHEEL ALIGNMENT (EXCEPT AS DESCRIBED UNDER WHEEL ALIGNMENT COVERAGE), WHEEL BALANCING, FILTERS, LUBRICANTS, ENGINE COOLANT, FLUIDS, AIR CONDITIONING RECHARGING, SPARK/GLOW PLUGS, BRAKE PADS (EXCEPT AS DESCRIBED UNDER BRAKE PAD COVERAGE), BRAKE LININGS AND SHOES, AND MANUAL CLUTCH DISC LINING, OR ANY MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.

OTHER PARTS NOT COVERED ARE GLASS (EXCEPT AS DESCRIBED UNDER WINDSHIELD REPAIR), LENSES, TIRES/WHEELS (EXCEPT AS DESCRIBED UNDER TIRE & WHEEL ROAD HAZARD), WHEEL COVERS, HARD AND SOFT TRIM, WEATHER STRIPS, CONVERTIBLE OR VINYL TOPS, MOLDINGS, BRIGHT METAL, SHEET METAL, BODY PANELS (EXCEPT AS DESCRIBED UNDER PAINTLESS DENT REPAIR), BODY PARTS, BUMPERS, CHASSIS FRAME, CROSS MEMBERS, BODY RAILS, BODY HINGES, CARPET, UPHOLSTERY, PAINT, BELTS AND HOSES (EXCEPT ENGINE BELTS AND HOSES LISTED UNDER ENGINE BELTS AND HOSES COVERAGE), EXHAUST SYSTEM (EXCEPT EXHAUST MANIFOLDS), CATALYTIC CONVERTER, BRAKE ROTORS AND DRUMS, SHOCK ABSORBERS, SPARK/GLOW/PLUG WIRES, BATTERIES (EXCEPT AS DESCRIBED UNDER BATTERY COVERAGE), HYBRID/HIGH VOLTAGE BATTERY PACK, BATTERY CABLES, WIPER BLADES OR INSERTS (EXCEPT AS DESCRIBED UNDER WINDSHIELD WIPER BLADE COVERAGE), 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.

ADDITIONALLY, WE WILL NOT PAY ANYTHING UNDER THIS AGREEMENT:

- 1. FOR A FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO PURCHASE OF THIS AGREEMENT;**

2. FOR A FAILURE DUE TO MISUSE, CORROSION OR LACK OF PROPER MAINTENANCE AS PRESCRIBED BY THE MANUFACTURER WHILE OWNED BY YOU;
3. FOR A FAILURE CAUSED BY COLLISION, IMPACT, FIRE, THEFT, FREEZING, VANDALISM, RIOT OR EXPLOSION; FALLING MISSILES OR OBJECTS, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, WATER, FLOOD, SUBFREEZING TEMPERATURES, CONDENSATION, DISCOLORATION, ANIMALS OR PESTS, ENGINE SLUDGE, LACK OF OIL VISCOSITY, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, CHEMICALS, NEGLIGENCE OR MALICIOUS MISCHIEF;
4. 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;
5. IF THE ODOMETER HAS STOPPED OR BEEN CHANGED, ALTERED, OR DISCONNECTED;
6. FOR A FAILURE CAUSED BY RACING OR OTHER COMPETITION;
7. FOR A FAILURE CAUSED BY PULLING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;
8. IF YOUR VEHICLE IS USED COMMERCIALY;
9. IF YOUR VEHICLE HAS BEEN ALTERED OR MODIFIED (EXCEPT FOR ALTERATIONS OR MODIFICATIONS RECOMMENDED BY THE MANUFACTURER) INCLUDING BUT NOT LIMITED TO, MODIFICATIONS TO PERMIT TRAILERING, TOWING OR SNOWPLOWING; LIFT KITS; OR HIGH PERFORMANCE ENGINE MODIFICATIONS;
10. FOR A FAILURE CAUSED BY A NON-COVERED PART AND ANY RESULTING CONSEQUENTIAL LOSS OR DAMAGE;
11. FOR A FAILURE CAUSED BY INSUFFICIENT COOLANT OR LUBRICANTS, OVERHEATING, BROKEN BELTS, BURST HOSES OR STUCK THERMOSTATS;
12. FOR A FAILURE DUE TO CONTAMINATED FUELS OR FLUIDS;
13. FOR A FAILURE OF OR RELATING TO ANY PART WHICH IS NOT ORIGINAL VEHICLE MANUFACTURER EQUIPMENT OR LIKE REPLACEMENT PART;
14. FOR A FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA AND CANADA;
15. FOR ECONOMIC LOSS, INCLUDING PROFIT OR INCOME, LOSS OF TIME, INCONVENIENCE, LODGING, FOOD, STORAGE

16. CHARGES OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE THAT MAY RESULT FROM A FAILURE;
17. 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;
18. 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.

ADDITIONAL EXCLUSIONS UNDER PAINTLESS DENT REPAIR:

1. Dents too large in size (exceeds 4" in diameter) shall be deemed non-repairable, under this Agreement, using the PDR process.
2. Environmental damage including rust, corrosion, hail and damage from chemicals.
3. Chrome or unpainted portions of Your vehicle, glass, plastic, or other non-metal exterior sections of the vehicle body or attached to the vehicle body.
4. Any damage to the interior of the vehicle, or the undercarriage of the vehicle.
5. Chips, cracks or other damage to the paint on the surface of the vehicle, even if caused by the PDR repair.
6. Dents or dings in creases of the vehicle body, dents in body lines or curves, or dents on the edge of a body panel.
7. Dents, dings or creases that will damage the body or paint finish if the PDR system is utilized.
8. Dents or dings that are not capable of being completely repaired by the PDR process.
9. Dents or dings that must be repaired using putty, sanding, bonding, primer, or paint.
10. Dents or dings where access is restricted due to manufacturer-installed bracing, double metal panels, aftermarket installations or other access limitations.
11. Commercial use of a vehicle, such as, but not limited to, emergency/police vehicles, ambulances and trucks rated over one ton.
12. Abuse.
13. Dents or dings that were on the vehicle at the time this Agreement was purchased.
14. Loss of use of the vehicle, loss of time, inconvenience, commercial loss, or any incidental or consequential damages.

ADDITIONAL CONDITIONS AND EXCLUSIONS UNDER TIRE & WHEEL ROAD HAZARD:

Tires presented for claim remain the property of the customer and We accept no responsibility for loss of, or damage to, tires that are in the custody or control of a tire retailer or repair facility for the purpose of inspection for benefit adjustment. Further, this Agreement does not cover wheels and tires over 22" in diameter or any of the tires on a vehicle equipped with dual rear wheels. Tires used on the following vehicles are not eligible and no coverage will be provided: Any vehicle USED COMMERCIALY, for construction, postal service or any other use deemed commercial. Any vehicle used for farms, ranch, agricultural, or off-road service. Any vehicle operating outside of the United States of America or Canada. Coverage excludes: Damage that existed prior to the sale of this Agreement. Coverage excludes: damage from off-road use (off-road use is defined as driving on anything other than a paved road maintained by state of local authority). Coverage excludes: Damage due to collision, impact with any object that is not defined as a Road Hazard, damage to tire sidewall including sidewall punctures and runflat or low pressure conditional sidewall damage, fire or other externally generated heat, vandalism, theft, snow chains, manufacturer's defects, normal wear, chemical contamination, neglect, under inflation or over inflation, brake lock up, wheel spinning, torque snags or other abuse. Damage resulting from mechanical failure including but not limited to failed shocks or struts. Damage due to uneven or rapid tire wear (indicated by measured tread depth differences of 3/32nd of an inch or more across the tread on the same tire) which results from a mechanical irregularity in the vehicle such as misalignment. Damage resulting from interference with vehicle components including but not limited to fenders, exhaust, or springs. Tires that have been retreaded, recapped, regrooved, remodeled, tubed or repaired in a matter other than per manufacturer's guidelines. Damage resulting from tires that are incorrectly mounted, any tire/wheel imbalance or any improper repairs of the tires. No coverage is provided for roadside assistance, towing costs or flat tire assistance (except as stated elsewhere in this Agreement). This Agreement will not pay for costs to repair or replace the tire covered under any tire manufacturer's limited warranty or recall or under any insurance plan. If the usable tread on any tire is below 3/32 at any point across the tire or is down to the tread wear indicators, the tire is deemed unserviceable and is not eligible for a claim under this Agreement.

ADDITIONAL EXCLUSIONS UNDER WINDSHIELD REPAIR:

Chips and Cracks or other damage resulting from vandalism. Chips or star Cracks over one and one half (1.5) inches in diameter. Stress Cracks over six (6) inches in length; Chips and Cracks or other damage that are in the driver's acute line of sight; Cracks that extend to any windshield edge; Chips or Cracks that are deemed un-repairable by the examining technician; Any claim where the technician has deemed the windshield must be replaced; Any claim where the technician has deemed the windshield's damage is not a candidate for repair

due to normal wear and tear of a Cosmetic Nature. Replacement of any parts whatsoever. Repairs when it has been determined that the conditions existed prior to YOU purchasing this Agreement.

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.

For benefits under the Motor Club Membership provided by Road America Motor Club, Inc., please see Membership package provided by Road America Motor Club, Inc.

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.

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 Consumer 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.

INSURANCE

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).