

## MECHANICAL PROTECTION PLAN

Administered by:  
MPP CO., INC.

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

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

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

## PRE-OWNED SILVER CARE 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	PRE-OWNED SILVER CARE
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

## SILVER 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

**WE, US, and OUR** - means MPP Co., Inc., the Vehicle Service **AGREEMENT** Administrator and Obligor on this **AGREEMENT**, located at 8500 Shawnee Mission Parkway, Merriam, Kansas 66202. If this **AGREEMENT** is purchased in the state of Florida, **WE, US and OUR** means Old United Casualty Company (Florida License #03041), located at P.O. Box 795, Shawnee Mission, Kansas 66201. **YOU, YOUR, and CUSTOMER** - means the purchaser of this **AGREEMENT**.

**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.

**CONTRACT or AGREEMENT** - means the rights to the services within this Mechanical Protection Plan Vehicle Service **AGREEMENT**.

**COST** - means the usual and fair charges for services, parts and labor necessary to fulfill the obligations under this **AGREEMENT**.

**DEDUCTIBLE** - means the amount that **YOU** must pay for covered repairs per repair visit. If the Disappearing \$100 Deductible option is selected and shown in the **AGREEMENT**, 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.

**FAILURE** – means that an original manufacturer installed or like replacement part covered by this **AGREEMENT** does not function in normal service.

**MANUFACTURER-** means the person, corporation or other entity that originally built or assembled **YOUR COVERED VEHICLE**.

**REGISTERED VEHICLE and/or COVERED VEHICLE** - means the vehicle identified above by Vehicle Identification Number, Year, Make, and Model, owned by **YOU** or, leased by **YOU** for a minimum of twelve (12) months.

**WARRANTY, WARRANTIES, or FACTORY WARRANTY** - means the **MANUFACTURER’S** written **WARRANTY** provided on **YOUR COVERED VEHICLE**.

### 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. Subject to the terms and

conditions of this **AGREEMENT** and each applicable selected plan, **YOUR AGREEMENT** will pay to repair, perform or reimburse the **COVERED PARTS** described herein due to **FAILURE**, less any applicable **DEDUCTIBLE**. **Replacement parts may be new, remanufactured or used.** The use of non-original manufacturer's parts is permitted. Repairs to **COVERED PARTS** must be performed by an **AUTHORIZED** Repair Facility. This **AGREEMENT** term includes the **MANUFACTURER’S** Limited **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. **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.

If **YOU** purchased the Preowned Gold, Silver, or Bronze Vehicle Plan Coverage, **COVERED PARTS** are specifically listed in the applicable Plan Coverage below. Any part not specifically listed under **COVERED PARTS** is **NOT** covered. Items listed in bold are Component Groups only and not actual **COVERED PARTS**.

### **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, 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, driveshaft carrier bearing.

### **SILVER COVERAGE**

Includes **COVERED PARTS** in **BRONZE COVERAGE** plus the additional **COVERED PARTS** as follows:

- **Engine:** Cooling fan motor and clutch.
- **Steering:** Gear housing (when damaged by an internal moving part), all internal parts within the gear housing, all internal valves within the gear housing, rack and pinion and internal parts, power steering pump.

- **Brakes:** Master cylinder, vacuum assist booster, hydro assist booster, wheel cylinders, disc calipers, proportioning valve, hydraulic steel lines and fittings.
- **Electrical:** Starter solenoid, starter motor, starter drive, alternator, voltage regulator (charging system), manually operated electrical switches, ignition switch and lock cylinder, windshield wiper motor (front or rear), wiring harnesses, electronic ignition module, engine cooling fan motor.
- **Vehicle Manufacturer Installed Air Conditioner:** Compressor, compressor clutch, clutch bearings, clutch pulley, condenser, evaporator, accumulator, orifice tube.
- **Suspension:** Upper control arms, lower control arms, upper and lower control arm bushings, upper and lower control arm shafts, upper ball joints, lower ball joints, steering spindle, stabilizer bar, stabilizer bar bushings.

### EMERGENCY ROADSIDE/TOWING ASSISTANCE

Emergency Roadside Assistance is available throughout the United States, 24 hours a day, 365 days a year. **YOU** will have to pay for any costs in excess of the \$100.00 per occurrence limit plus any non-covered costs. Just call **TOLL-FREE 1-XXX-XXX-XXXX (please use reference code XXX)** and a service vehicle will be dispatched to **YOUR** assistance. Important: Please be with **YOUR** vehicle when the service provider arrives, as they cannot service an unattended vehicle. Service provided must be a covered benefit under the terms and conditions of this **AGREEMENT**. Coverage is extended to the Covered Vehicle only. **NOTE: ONLY Roadside/Towing Assistance obtained through this number will be honored.** The following are covered emergencies, subject to the \$100.00 per occurrence limitation:

1. Towing Assistance – Service consists of towing **YOUR COVERED VEHICLE** to the Selling Dealer, if possible, or the nearest qualified service facility due to mechanical **FAILURE** under this **AGREEMENT** that renders the **COVERED VEHICLE** unsafe or unable to be driven.
2. Battery Service - If a battery failure occurs, a jump start will be applied to start the **COVERED VEHICLE**;
3. Flat Tire Assistance -Service consists of the removal of the flat tire and its replacement with the spare tire on the **COVERED VEHICLE**;
4. Fuel, Oil, Fluid and Water Delivery Service - An emergency supply of fuel, oil, fluid and water will be delivered if the **COVERED VEHICLE** is in immediate need. **YOU** must pay for the fuel or other fluid when it is delivered;
5. Lock-out Assistance - If **YOUR** keys are locked inside of the **COVERED VEHICLE**, this service will provide for assistance in gaining entry to the **COVERED VEHICLE**. **YOU** must pay for any key cutting/replacement, if necessary.

The following items are not included as part of the Emergency Roadside/Towing Assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **COVERED**

**VEHICLE** in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or fuel, cost of installation of products, or materials. Non-emergency towing or other non-emergency service. Any service available through a valid manufacturer's warranty or service. Mounting or removing of snow tires or chains. Shoveling snow from around a vehicle. Tire Repair. Winching. Motorcycles, trucks over one and a half ton capacity, antique vehicles (meaning vehicles over 20 years old), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes, fines. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow for the same disablement. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damages to the vehicle if towed. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Services received independently from Road America without prior authorization. Repeated service calls for a registered vehicle in need of routine maintenance or repair. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.**

### VEHICLE RENTAL ALLOWANCE

WE will pay **YOUR** out-of-pocket expenses to rent a replacement vehicle from an **AUTHORIZED** rental agency if: During the **AGREEMENT** Term, **YOUR VEHICLE** becomes inoperable and repairs 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.

### CARE OPTION

If **YOU** purchased the **CARE** Option as part of **YOUR AGREEMENT** coverage, **YOU** will also receive the following **SCHEDULED MAINTENANCE** benefits: **WE** will pay **YOU** or a repairer the **COST** to perform scheduled chassis lubrication, engine oil change, engine oil filter replacement 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.

## WHAT IS NOT COVERED

### **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/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 COMPETITIVE DRIVING;
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 FOR TAXI, SHUTTLE, COMMUTER, MUNICIPAL, PROFESSIONAL, EMERGENCY OR POLICE SERVICES, RENTAL, TRANSPORT CARRIER.
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, CONTAMINATED FUELS OR FLUIDS;

12. FOR A FAILURE OF OR RELATING TO ANY PART WHICH IS NOT ORIGINAL VEHICLE MANUFACTURER EQUIPMENT OR LIKE REPLACEMENT PART;
13. FOR A FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA AND CANADA;
14. 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;
15. FOR A FAILURE OR COST 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;
16. 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.

IN ADDITION TO THE FOREGOING EXCLUSIONS, UNDER THE PREOWNED BRONZE, SILVER, OR GOLD PLANS, THIS AGREEMENT 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.

## 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.

## 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 by US.**
- **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 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 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 **AGREEMENT** or relationship to this **AGREEMENT**, 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 **AGREEMENT** 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.

**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.**