



**MECHANICAL PROTECTION PLAN**  
**VEHICLE SERVICE AGREEMENT APPLICATION**  
**PLUS EV**

APPLICATION #

CUSTOMER INFORMATION			
LAST NAME		FIRST NAME	MI
ADDRESS		CITY	STATE ZIP
AREA CODE AND TELEPHONE NUMBER		E-MAIL ADDRESS	

VEHICLE INFORMATION				
VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	ODOMETER READING
EV/HYBRID BATTERY PACK OPTION <input type="checkbox"/>	BUSINESS USE <input type="checkbox"/>	AFTERSALE/SERVICE DRIVE SALE <input type="checkbox"/>		VEHICLE PURCHASE PRICE

SELLING DEALER/LIENHOLDER INFORMATION			
NAME OF SELLING DEALER		DEALER#	TELEPHONE NUMBER OF DEALER
ADDRESS OF DEALER		CITY	STATE ZIP
LIENHOLDER NAME AND ADDRESS			

NEW VEHICLE PLAN OPTIONS				
PLATINUM <input type="checkbox"/>	PLATINUM CARE <input type="checkbox"/>	PLATINUM ELITE <input type="checkbox"/>	PLATINUM CARE ELITE <input type="checkbox"/>	DEDUCTIBLE OPTIONS Disappearing \$100 <input type="checkbox"/> \$0 <input type="checkbox"/> \$100 <input type="checkbox"/>
IN-SERVICE DATE	<b>All New Vehicle Plans include the Manufacturer's Limited Warranty Period. The effective date and miles of all New Vehicle Plans shall be the date when the vehicle was first placed In-Service (Manufacturer's Original Warranty Start Date) either by retail sale, fleet, lease or demonstrator and at zero miles. Coverage ends at the earlier of: i) the number of Months You have purchased, or ii) the number of Miles You have purchased, from the In-Service Date or Zero miles, whichever limitation, Months or Miles On The Odometer, occurs first. Vehicles that have been In-Service for over 12 months, or have over 12,000 miles on the Odometer at the time of vehicle sale, do not qualify for New Vehicle Plans. Note: Platinum Care, Platinum Elite, and Platinum Care Elite are not eligible for plans terms exceeding 72 Months and/or 100,000 Miles.</b>			
PLAN PURCHASE DATE				

PREOWNED VEHICLE PLAN OPTIONS				
PLATINUM <input type="checkbox"/>	GOLD <input type="checkbox"/>	SILVER <input type="checkbox"/>	BRONZE <input type="checkbox"/>	DEDUCTIBLE OPTIONS Disappearing \$100 <input type="checkbox"/> \$25 <input type="checkbox"/> \$100 <input type="checkbox"/>
PLATINUM CARE <input type="checkbox"/>	GOLD CARE <input type="checkbox"/>	SILVER CARE <input type="checkbox"/>	BRONZE CARE <input type="checkbox"/>	
PLAN PURCHASE DATE	<b>The effective date and miles of all Preowned Vehicle Plans shall be the Plan Purchase Date and Odometer Reading on the Plan Purchase Date. Coverage ends at the earlier of: i) the number of Months You have purchased, or, ii) the number of Miles You have purchased, from the Plan Purchase Date or Odometer Reading on the Plan Purchase Date, whichever limitation, Months or Miles, occurs first.</b>			

CERTIFIED PREOWNED VEHICLE PLAN OPTIONS			
PLATINUM WRAP <input type="checkbox"/>	PLATINUM WRAP CARE <input type="checkbox"/>	QUALIFYING VEHICLES MUST BE CERTIFIED BY THE VEHICLE MANUFACTURER AND RECEIVE THE MANUFACTURER'S CERTIFIED VEHICLE LIMITED WARRANTY TO BE ELIGIBLE.	DEDUCTIBLE OPTIONS Disappearing \$100 <input type="checkbox"/> \$0 <input type="checkbox"/> \$100 <input type="checkbox"/>
IN-SERVICE DATE	<b>The effective date and miles for Wrap Plans on all Certified Preowned vehicles with an UNLIMITED Mileage Certified Limited Warranty from the Manufacturer shall be the date when the vehicle was first placed In-Service (Manufacturer's Original Warranty Start Date) either by retail sale, fleet, lease or demonstrator and Zero Miles on the Odometer, regardless of the Odometer Reading on the Plan Purchase Date. The effective date and miles of Wrap Plans on all Certified Preowned vehicles without an UNLIMITED Mileage Certified Limited Warranty from the Manufacturer shall be the Plan Purchase Date and Zero Miles on the Odometer, regardless of the Odometer Reading on the Plan Purchase Date. Certified Wrap Coverage ends at the earlier of: i) the number of Months You have purchased, from the In-Service Date (Plan Purchase Date on Certified Preowned vehicles without UNLIMITED Mileage) or ii) when YOUR vehicle Odometer reading equals the plan term Miles On The Odometer (not applicable on Certified Preowned vehicles with UNLIMITED Mileage), whichever limitation, Months or Miles, occurs first.</b>		
PLAN PURCHASE DATE			

PLAN TERMS AND COVERAGE COST					
PLAN/COVERAGES	PLAN MONTHS DURATION	PLAN MILEAGE DURATION	PURCHASE PRICE	SALES TAX	TOTAL PURCHASE PRICE AND SALES TAX
NEW PLATINUM PLAN		Miles On The Odometer			
NEW PLATINUM CARE		Miles On The Odometer			
NEW PLATINUM ELITE		Miles On The Odometer			
NEW PLATINUM CARE ELITE		Miles On The Odometer			
PREOWNED					
PREOWNED CARE					
CERTIFIED PREOWNED PLATINUM WRAP		Miles On The Odometer			
CERTIFIED PREOWNED PLATINUM WRAP CARE		Miles On The Odometer			

**ELIGIBILITY, ASSISTANCE, AND PRIOR AUTHORIZATION**

**INELIGIBLE VEHICLES** - The following vehicles are ineligible: Vehicles used for taxi, Uber/Lyft, ride-share, shuttle, commuter, municipal, professional, emergency or police vehicles, salvage vehicles, rental, transport carrier, tow vehicles. Vehicles used or to be used for competitive driving or racing. Vehicles with a gross vehicle weight rating (GVW) of more than 14,000 pounds (10,000 pounds in Florida). Vehicles used for hire to the public, or to transport people for hire. Vehicles that have been modified beyond the vehicle Manufacturer's specifications, including, but not limited to, modifications to permit trailering, towing or snowplowing; lift kits; or high-performance engine modifications.

By signing this **AGREEMENT**, **YOU** agree to and fully understand its contents and acknowledge receipt and copy thereof. **YOU** understand that coverage is effective and expires according to the Plan Term selected above. Please see State Specific Disclosure for changes that may be specific to **YOUR** state of purchase. **NOTE:** The purchase of a Vehicle Service **AGREEMENT** is not required in order to purchase, lease or obtain financing of a motor vehicle. In addition to this Application, **YOU** can access your account and **AGREEMENT** (Provision Booklet) at [customers.mpp.com](http://customers.mpp.com). If **YOU** are unable to access **YOUR** account within thirty (30) days, or if **YOU** should have any questions, please contact the provider: **MPP Co., Inc., 8500 Shawnee Mission Parkway, Merriam, Kansas 66202, 1-800-747-4400, or via our website at mpp.com.** If **YOU** purchased **YOUR AGREEMENT** in the state of Florida, please contact: **Old United Casualty Co. (Florida #03041), P.O. Box 795, Shawnee Mission, Kansas 66201, 1-800-866-6090.** **YOUR** account and **AGREEMENT** will show the **AGREEMENT** Expiration Date and **AGREEMENT** Expiration Mileage. **Authorization is required prior to the commencement of all repairs under this AGREEMENT. Failure to receive prior authorization may result in denial of YOUR claim.**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dealer Representative: \_\_\_\_\_ Date: \_\_\_\_\_

The coverage provided in this **AGREEMENT** is insured under a Reimbursement Insurance Policy written by Old United Casualty Company, P.O. Box 795, Shawnee Mission, Kansas 66201, 1-800-866-6090. 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 by mailing to the address above. In the state of Florida, coverage is provided by Old United Casualty Company (Florida # 03041), 1-800-866-6090.

## DEFINITIONS

**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 (and authorized Second Purchaser when properly transferred) 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.

**BUSINESS USE**- means a vehicle that advertises a commercial enterprise with signage, rideshare (e.g., Uber or Lyft), route sales, route service, inspections, examinations, maintenance, repair, gardening and lawn care, carrying personal tools to the job site, and construction. Usage must not exceed manufacturer's ratings or limitations.

**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 based upon national labor and parts manuals.

**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**.

## AGREEMENT COVERAGE AND LIMITATIONS

In return for **YOUR** payment for this **AGREEMENT** and subject to its terms, **YOU** will be provided with the protection described herein. **YOUR AGREEMENT** Plan will either be the New Platinum, New Platinum Care, New Platinum Elite, New Platinum Care Elite, Certified Preowned Platinum Wrap, Certified Preowned Platinum Wrap Care, Preowned Platinum, Preowned Platinum Care, Preowned Gold, Preowned Gold Care, Preowned Silver, Preowned Silver Care, Preowned Bronze, or Preowned Bronze Care. The Plan coverage that applies to **YOUR COVERED VEHICLE** is determined by which Plan **YOU** purchased and applicable box has been checked on the front of this Application. Please see **PLAN DESCRIPTION** and **EXCLUSIONS FROM COVERAGE** applicable to **YOUR** plan. 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 therein 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. For the New Platinum, New Platinum Care, New Platinum Elite, and New Platinum Care Elite, the **AGREEMENT** term includes the Manufacturer's Limited **WARRANTY** period. The effective date and miles shall be the date when the vehicle was first placed In-Service (Manufacturer's Original Warranty Start 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 Miles On The Odometer, whichever occurs first. For Preowned Platinum, Preowned Platinum Care, Preowned Gold, Preowned Gold Care, Preowned Silver, Preowned Silver Care, Preowned Bronze, or Preowned Bronze Care, the **AGREEMENT** effective date shall be the Plan Purchase Date. For Certified Preowned Platinum Wrap, and Certified Preowned Platinum Wrap Care, the **AGREEMENT** effective date and miles for all Certified Preowned vehicles *with an UNLIMITED Mileage Certified Limited Warranty* from the Manufacturer shall be the date when the vehicle was first placed In-Service (Manufacturer's Original Warranty Start Date) either by retail sale, fleet, lease or demonstrator and Zero Miles on the Odometer, regardless of the Odometer Reading on the Plan Purchase Date. The **AGREEMENT** effective date and miles for all Certified Preowned vehicles *without an UNLIMITED Mileage Certified Limited Warranty* from the Manufacturer shall be the Plan Purchase Date and Zero Miles on the Odometer, regardless of the Odometer Reading on the Plan Purchase Date. Certified Wrap Coverage ends at the earlier of: i) the number of Months You have purchased, from the In-Service Date (Plan Purchase Date on Certified Preowned vehicles without UNLIMITED Mileage) or ii) when **YOUR** vehicle Odometer reading equals the plan Miles On The Odometer (not applicable on Certified Preowned vehicles with UNLIMITED Mileage), whichever limitation, Months or Miles, occurs first.

### NEW PLATINUM, PREOWNED PLATINUM AND CERTIFIED PREOWNED PLATINUM WRAP VEHICLE PLAN DESCRIPTION

If **YOU** purchased the New Platinum, Preowned Platinum, or Certified Preowned Platinum Wrap Vehicle Plan Coverage, **COVERED PARTS** shall mean any part except for the parts and provisions listed below and under **NON-COVERED PARTS** and **WHAT IS NOT COVERED**.

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

### PREOWNED GOLD, SILVER, AND BRONZE VEHICLE PLAN DESCRIPTION

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.
- **EV/Hybrid:** Electric drive motor/hybrid generator.

#### 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.
- **EV/Hybrid:** Voltage converter/inverter.

#### GOLD COVERAGE

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

- **Engine:** Flywheel, harmonic balancer, valve covers, oil pan, engine mounts, timing chain/belt cover, oil pump housing, oil pump seals and gaskets, turbo charger/super charger seals and gaskets, EFI sensors/control units, fuel injectors/throttle body, engine seals and gaskets.
- **Diesel Engine:** Diesel engine fuel lines and nozzles.
- **Transmission/Transaxle:** Transmission mounts, transmission seals and gaskets, transmission electronic control unit.
- **Front Wheel Drive:** Wheel/hub bearings, front wheel drive seals and gaskets, axle shaft bearings, axle/supports.
- **Rear Wheel Drive:** Rear axle shaft bearings, wheel/hub bearings, seals and gaskets, locking hubs.
- **Steering:** Steering shaft coupling, steering seals and gaskets.
- **Suspension:** Suspension strut mount and bearings.
- **Brakes:** Brake seals and gaskets, pressure modulator valve/dump valve, brake pump motor assembly and accumulator.
- **Electrical:** Electronic instrument cluster, electronic level control compressor, ride height sensor, level control module, electronic spark/detonation control and sensor, power window motor/regulator, power door lock actuators, power seat motors, cruise control module, power antenna motor, keyless entry system module and switches (**excludes key/key fobs/transponders/keyless remote switch**), factory installed compass read out display, factory installed thermometer read out display, ABS electronic control unit.

- **Vehicle Manufacturer Installed Air Conditioner:** HVAC control head, air conditioning seals and gaskets, air conditioning pressure cycling switch, air conditioning high/low pressure cut-off switches.
- **EV/Hybrid:** Hybrid power control module, regenerative braking module, current/voltage sensor.

#### **EMERGENCY ROADSIDE/TOWING ASSISTANCE AND RENTAL ALLOWANCE**

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 1-888-491-2432** 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**; EV/Hybrid vehicles will be towed to the nearest charging station. **YOU** must pay for any charging costs, if necessary;
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 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. Under New Vehicle Plans (New Platinum, New Platinum Care, New Platinum Elite, and New Platinum Care Elite) 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.

#### **CARE OPTION**

If **YOU** purchased the CARE Option as part of **YOUR AGREEMENT** coverage (available on New Platinum Care, New Platinum Care Elite, Certified Preowned Platinum Wrap Care, Preowned Platinum Care, Preowned Gold Care, Preowned Silver Care, or Preowned Bronze Care), **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.

#### **ELITE OPTION**

If **YOU** purchased the ELITE Option as part of **YOUR AGREEMENT** coverage (available on New Platinum Elite and New Platinum Care Elite ONLY), **YOU** will also receive the following additional **COVERED PARTS** and additional benefits:

#### **ELITE OPTION 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 EV/hybrid vehicle/lithium/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**.

**Wheel Alignment Coverage** - Covers the **COST** of one (1) wheel alignment during the term of this **AGREEMENT**.

#### **EV/HYBRID BATTERY PACK OPTION**

If **YOU** purchased the EV/HYBRID Battery Pack Option as part of **YOUR AGREEMENT** coverage (available on New Platinum, Certified Preowned Platinum Wrap, Preowned Platinum, Preowned Gold, Preowned Silver, or Preowned Bronze ONLY), **YOU** will also receive the following additional **COVERED PARTS** and additional benefits:

**Drive Battery Pack:** An option that when applied provides coverage to the drive battery pack in an electric or hybrid vehicle. Drive Battery Pack replacement will follow the manufacturer's allowable capacity guidelines in determining the replacement or repair of the Drive Battery Pack. **Drive Battery Pack does not cover any other battery in the COVERED VEHICLE.**

In addition to what is listed under **NON-COVERED PARTS AND WHAT IS NOT COVERED**, the following is not covered under EV/HYBRID Battery Pack Option: Charging cord, repair work caused by using the **COVERED VEHICLE** as a stationary power source. Failure due to improper charging, for example: using aftermarket charging cables, incorrect power supplies, or power strips. Damage due to complete depletion of the **COVERED VEHICLE**'s **DRIVE BATTERY PACK**, regardless of the cause. Incidental or consequential damages or loss caused by a breakdown of parts (or otherwise) including, but not limited to, property damage, personal injury, inconvenience, and loss of **VEHICLE** use. Punitive damages. Covered parts when damage is caused by non-covered parts. If the EV/HYBRID Battery Pack or Module has been opened or removed from **YOUR COVERED VEHICLE** by anyone other than an **AUTHORIZED** repair facility. Non-covered parts even when damage is caused by covered parts. Wear and tear.

#### **NON-COVERED PARTS AND WHAT IS NOT COVERED**

#### **NON-COVERED PARTS**

IN ADDITION TO ANY PART NOT SPECIFICALLY LISTED AS A COVERED PART IN THIS AGREEMENT, THE FOLLOWING ITEMS ARE NOT COVERED UNDER ANY COVERAGE PLAN EXCEPT AS NOTED: GLASS, LENSES, LIGHT BULBS OR LAMPS (EXCEPT AS DESCRIBED UNDER ELITE OPTION/ELECTRICAL COVERAGE), 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, HEADLINERS, PAINT, BELTS AND HOSES (EXCEPT AS DESCRIBED UNDER ELITE OPTION/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 ELITE OPTION/BATTERY COVERAGE), HYBRID/HIGH VOLTAGE/LITHIUM BATTERY PACK (EXCEPT IF EV/HYBRID BATTERY PACK IS PURCHASED), BATTERY CABLES, WIPER BLADES OR INSERTS (EXCEPT AS DESCRIBED UNDER ELITE OPTION/WINDSHIELD WIPER BLADE COVERAGE), KEYS/KEY FOBS/TRANSPONDERS/KEYLESS REMOTE ENTRY SWITCH. 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:**

1. FOR A FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO PURCHASE OF THIS AGREEMENT (PLAN PURCHASE DATE);
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, UBER/LYFT/RIDE-SHARING (unless Business Use is paid for and checked on this Agreement), SHUTTLE, COMMUTER, MUNICIPAL, PROFESSIONAL, EMERGENCY OR POLICE SERVICES, RENTAL, TRANSPORT CARRIER, HIRE TO THE PUBLIC OR TRANSPORT PEOPLE FOR HIRE.
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.

**GENERAL PROVISIONS**

**LIMITS OF LIABILITY**

COSTS of Repairs or Replacements for any one repair visit, less the DEDUCTIBLE, shall in no event exceed the vehicle ACV or NADA equivalent determined immediately prior to the failure. The total of all benefits paid or payable under this AGREEMENT shall not exceed the original vehicle purchase price.

**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 1-800-747-4400; Florida residents 1-800-866-6090.**

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. For emergency repairs outside of OUR normal business hours of operation, YOU must contact OUR office as soon as OUR office opens.
- 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, less any claims paid (where permissible by state law). After thirty (30) days or if there are claims made, YOU will receive a prorated refund of the purchase price paid, less any claims paid (where permissible by law). After thirty (30) days, a \$50 service charge will be assessed. 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, it will be based on the method noted above and YOU will not be charged a \$50 service charge. Any refund will be paid within thirty (30) days from the date WE receive the request to cancel (if YOU or the Lienholder cancels) or from the effective date (if WE cancel), or sooner if required by state law. 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 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.

**STATE SPECIFIC DISCLOSURES**

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

AL, AR, AZ, CA, DE, GA, IA, ID, IL, IN, KS, KY, LA, MD, MI, MN, MO, MS, MT, NC, NE, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, TN, TX, UT, WA, WI, WV, WY - Protection under this Vehicle Service **AGREEMENT** is the primary responsibility of the Administrator/Provider, MPP Co., Inc. However, in the event that the Administrator cannot provide the protection described in this Vehicle Service **AGREEMENT**, the underwriting Insurer is required to provide such protection.

CT, KS, MA, ND, SD - Protection under this Vehicle Service **AGREEMENT** is the primary responsibility of the Selling Dealer. However, in the event that the administrator cannot provide the protection described in this Vehicle Service **AGREEMENT**, the underwriting Insurer is required to provide such protection.

**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**. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of this **AGREEMENT** to **US**.

**ARIZONA**

**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 and Financial Institutions, Consumer Protection Division under the provisions of Arizona Revised Statute 20-1095.09.

**CANCELLATION AND REFUND** - This **AGREEMENT** is cancelable by **YOU** at any time. Provided there are no claims made, **YOU** may cancel this **AGREEMENT** within thirty (30) days for a full refund of the purchase price paid. After thirty (30) days or if there have been claims made, **YOU** will receive a pro-rata refund of the gross amount paid, less any claims paid. If cancellation is after thirty (30) days, a cancellation fee not to exceed the lesser of 10% of the gross amount paid or \$50.00 will be assessed. Should the cancellation fee exceed the refund amount, no refund is due to **YOU**. **YOU** may cancel by notifying **US** in writing of the future cancellation date providing **YOUR** name and **AGREEMENT** number. **WE** may cancel this **AGREEMENT** in the event the charge for **YOUR AGREEMENT** has not been paid, or if there is a material misrepresentation or fraud at the time of purchase of this **AGREEMENT**. **WE** will not cancel or void this **AGREEMENT** for any of the following reasons: (a) Preexisting conditions that were known or that reasonably should have been known by the service company or the person selling the service contract on the service company's behalf, (b) Prior use or unlawful acts relating to the product, (c) Misrepresentation by either **US** or the person selling this **AGREEMENT** on **OUR** behalf. If **WE** cancel, it will be based on the method noted above and **YOU** will not be charged the service charge. If **WE** have notice of a lienholder/lessor and a Discharge of Lien is not provided, any refund will be issued to the lienholder/lessor. For purposes of determining the pro ration applicable to any refund, usage shall be determined by using the unused time or mileage of coverage remaining under this **AGREEMENT** at the time of cancellation, whichever is less. If cancelled, the **AGREEMENT** may not be reinstated or repurchased on **YOUR** vehicle. A lienholder/lessor shall have no rights under **YOUR AGREEMENT** except that a lienholder/lessor may cancel **YOUR AGREEMENT** and receive a 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.

**Pre-existing conditions are not excluded if such conditions were known or should reasonably have been known by Us or the Selling Dealer at the time of purchase.**

**CALIFORNIA**

This **AGREEMENT** is a Vehicle Service Contract and not a contract of Insurance. MPP Co., Inc.'s California Provider License number is 0B69192. Performance to **YOU** under this **AGREEMENT** is guaranteed by a California approved insurance company. **YOU** may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after **YOUR** request. The name and address of the insurance company is Old United Casualty Company, P.O. Box 795, Shawnee Mission, Kansas 66201. If **YOU** are not satisfied with the Insurer's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Website www.insurance.ca.gov.

**EMERGENCY ROADSIDE/TOWING ASSISTANCE shall be replaced with:**

**WE** will reimburse **YOUR** out-of-pocket expenses up to \$100.00 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.

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

**WHAT IS NOT COVERED - WE WILL NOT PAY ANYTHING UNDER THIS AGREEMENT shall be replaced with:**

**5. IF THE ODOMETER HAS STOPPED AND NOT REPAIRED AS SOON AS POSSIBLE OR BEEN CHANGED, ALTERED, OR DISCONNECTED;**

**CANCELLATION AND REFUND shall be deleted and replaced with: -** 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. If cancellation is after sixty (60) days, a cancellation fee not to exceed 10 percent of the price of the service contract or twenty-five dollars (\$25), whichever is less, will be assessed. Written notice must be mailed to **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. Any refund will be paid or credited within thirty (30) days of the date **WE** receive the cancellation notice. **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 **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 **WE** cancel, **WE** will remain obligated for any claim reported prior to the effective date of cancellation. If cancelled, the **AGREEMENT** may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE**.

**LIMITED RIGHTS OF THE LIENHOLDER/LESSOR shall be replaced with:**

A lienholder/lessor shall have no rights under **YOUR AGREEMENT** except that a lienholder/lessor may receive a refund, provided the lienholder/lessor's contract includes the purchase price for **YOUR AGREEMENT** and there remains financial interest, and/or the lienholder/lessor has succeeded to **YOUR** interests by reason of repossession or a total loss occurs.

**DISPUTE RESOLUTION shall be deleted.**

**COLORADO**

The coverage provided in this **AGREEMENT** is insured under a Reimbursement Insurance Policy (Policy #15-1000001) written by Old United Casualty Company, 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.

**FLORIDA**

Protection under this Vehicle Service **AGREEMENT** is the primary responsibility of Old United Casualty Company (Florida Certificate of Authority # 03041). The rate charged for this **AGREEMENT** is not subject to regulation by the Florida Office of Insurance Regulation.

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 Administrator or 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. After sixty (60) days, **YOU** may cancel this **AGREEMENT** and receive the unearned pro rata premium, less a cancellation fee of 10% of the pro rata refund amount, not to exceed \$50 and less any claims paid. **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 non-payment of premium, **YOU** will be notified of cancellation by certified mail. If **WE** cancel this **AGREEMENT** within sixty (60) days of purchase, the refund will be 100% of the Purchase Price paid less any claims paid. After sixty (60) days, the return premium will be 100% of the paid unearned pro rata premium and less any claims paid.

#### **GEORGIA**

**CANCELLATION AND REFUND – YOU** may cancel this **AGREEMENT** by delivering written notice to the Administrator within (30) thirty days of purchase for a full refund, less any claims paid. If **YOU** cancel within the first thirty (30) days after purchase, a 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the Administrator has received the cancellation request. After (30) thirty days, **YOU** may cancel this **AGREEMENT** by delivering written notice to the Administrator stating the effective date of cancellation, mileage and **AGREEMENT** number. The refund will be pro rata based on the lesser of time or mileage remaining, less any claims paid and less a cancellation fee of 10% of the pro rata refund amount, not to exceed \$50. **WE** may cancel this **AGREEMENT** due to fraud, material misrepresentation, or failure to pay by providing **YOU** thirty (30) days written notice. If **WE** cancel, it will be based on the method noted above and **YOU** will not be charged the service charge.

Under **WHAT IS NOT COVERED**, the following shall be amended to read:

1. **FOR A FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO PURCHASE OF THIS AGREEMENT AND WAS KNOWN TO 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, LACK OF OIL VISCOSITY, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, CHEMICALS, NEGLIGENCE OR MALICIOUS MISCHIEF;**
5. **IF THE ODOMETER HAS STOPPED OR BEEN CHANGED, ALTERED, OR DISCONNECTED WHILE OWNED BY YOU;**
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 BY YOU OR WITH YOUR KNOWLEDGE;**

**DISPUTE RESOLUTION** shall be deleted

#### **IDAHO**

Coverage afforded under this vehicle service agreement is not guaranteed by the Idaho Insurance Guaranty Association.

#### **ILLINOIS**

**CANCELLATION AND REFUND -** Provided there are no claims paid 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 paid, written notice must be returned to the Administrator stating the effective date of cancellation, mileage and **AGREEMENT** number. The pro-rated refund will be based on the lesser of time or miles of coverage remaining, less 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, it will be based on the method noted above and **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**. Any refund will be paid within thirty (30) days from the date **WE** receive the request to cancel (if **YOU** or the Lienholder cancels) or from the effective date (if **WE** cancel), or sooner if required by state law.

#### **INDIANA**

This service contract is not insurance and is not subject to Indiana insurance law.

The coverage provided in this Agreement is insured under a Reimbursement Insurance Policy written by Old United Casualty Company, P.O. Box 795, Shawnee Mission, Kansas 66201. If the Administrator fails to perform or make payment due under this Agreement, in accordance with the Terms and Conditions of this Agreement, within sixty (60) days after You requests the performance or payment, You may request the performance or payment directly from the insurer, including any applicable requirement under this Agreement that the Administrator refund any part of the cost of this Agreement upon cancellation.

#### **IOWA**

If **YOU** have any questions regarding this service contract, **YOU** may contact the Iowa Insurance Division, 601 Locust Street, 4<sup>th</sup> Floor, Des Moines, Iowa 50309-3738, (515) 281-5705.

**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**.

#### **LOUISIANA**

**CANCELLATION AND REFUND - YOU** may return this Vehicle Service **AGREEMENT** to the Administrator within (30) thirty days of purchase for a full refund. After (30) thirty days, written notice must be returned 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. The pro rata method will be used to figure cancellations, less a \$50.00 processing charge. This Vehicle Service **AGREEMENT** may be cancelled due to non-payment, if the odometer has been disconnected or altered or if there is a fraudulent or material misrepresentation. 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**.

#### **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.

#### **MISSOURI**

##### **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. A 10% penalty of the amount outstanding per month will be added to any refund during the full refund period that is not paid within 45 days of the return of the **AGREEMENT** and signed cancellation request to **US**. If there are claims paid during the full refund period, **YOU** will receive a refund of the full purchase price paid less any claims that have been paid. After thirty (30) days, **YOU** will receive a prorated refund of the purchase price paid, less any claims paid, and 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, it will be based on the method noted above and **YOU** will not be charged a \$50 service charge. **WE** will send written notice to **YOU** within forty-five (45) days of **YOUR** termination. 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**.

For Emergency repairs to **Failures** that occur outside of our normal business hours, proceed with the repair, however **YOU** must contact **US** as soon as **OUR** office reopens on the next business day.

#### **NEBRASKA**

**DISPUTE RESOLUTION** shall be deleted.

#### **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 the lesser of time or miles of coverage remaining. 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.

#### **NEW MEXICO**

**CANCELLATION AND REFUND** - Provided there are no claims made under this **AGREEMENT**, **YOU** may return this **AGREEMENT** to the **US** within thirty (30) days of purchase for a full refund of the amount paid. During the full refund period, the refund shall be provided to **YOU** or to **YOUR** Lienholder within sixty (60) days after the **AGREEMENT** is returned to **US**. If **WE** fail to refund the Purchase Price paid within that time, **WE** shall pay **YOU** a penalty of 10% of the Purchase Price paid for each thirty-day period or portion thereof that the refund and any accrued penalties remain unpaid. 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 the lesser of time or miles of coverage remaining. The pro rata method will be used to figure cancellations. After thirty (30) days, a cancellation fee of 10% of the **AGREEMENT** Purchase Price or \$50.00, whichever is less will be assessed. 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**, whichever 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. Any refund will be paid within thirty (30) days from the date **WE** receive the request to cancel (if **YOU** or the Lienholder cancels) or from the effective date (if **WE** cancel), or sooner if required by state law.

**If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.**

#### **SOUTH CAROLINA**

If **YOU** have any questions or complaints regarding this service **AGREEMENT**, **YOU** may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29201-3105, (803) 737-6134.

#### **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. If there are claims paid during the full refund period, **YOU** will receive a refund of the full purchase price paid less any claims that have been paid. After thirty (30) days, **YOU** will receive a prorated refund of the purchase price paid, less any claims paid, and 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 effective date and 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, it will be based on the method noted above and **YOU** will not be charged a \$50.00 service charge. A 10% penalty per month 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

#### **UTAH**

This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association.

**CANCELLATION AND REFUND** shall be amended to read:

When this **AGREEMENT** has been in effect for less than sixty (60) days and is not a renewal, the **WE** may cancel for any reason. **WE** may cancel by notifying the **YOU** at least ten (10) days before the cancellation date takes effect by mailing or delivery to **YOU** at the last known mailing address. When this **AGREEMENT** has been in effect for sixty (60) days or more or is a renewal, the **WE** may cancel for the following reasons by notifying **YOU** at least thirty (30) days before the cancellation date takes effect: a. material misrepresentation; b. substantial change in the risk assumed; c. if **YOU** breach any contractual duties, conditions, or warranties in the **AGREEMENT**. When this **AGREEMENT** has been in effect for sixty (60) days or more or is a renewal, **WE** may cancel for nonpayment of the **AGREEMENT** amount by notifying **YOU** at least ten (10) days before the cancellation date takes effect. All notices of cancellation will be accompanied by the reason for cancellation.

#### **VIRGINIA**

If any promise made in the contract has been denied or has not been honored within 60 days after **YOUR** request, **YOU** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

#### **WASHINGTON**

**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. 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 made, **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 and 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.**

FACTS	WHAT DOES OLD UNITED INSURANCE GROUP DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Social Security number and income</li> <li><input type="checkbox"/> account balances and payment history</li> <li><input type="checkbox"/> transaction history and insurance claim history</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old United Insurance Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old United Insurance Group share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions?	Go to <a href="http://www.mpp.com">www.mpp.com</a> or call 800-747-4400
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Who are we	
Who is providing this notice?	Old United Insurance Group consists of a group of companies that includes Old United Life Insurance Company, Old United Casualty Company, and MPP Company, Inc. We provide customers with credit life insurance, credit disability insurance, and guaranteed auto protection (GAP) coverage. We also provide motor vehicle service contracts.
What we do	
How does Old United Insurance Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Old United Insurance Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> apply for financing or apply for a lease</li> <li><input type="checkbox"/> apply for insurance or file an insurance claim</li> <li><input type="checkbox"/> give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> sharing for affiliates' everyday business purposes information about your creditworthiness</li> <li><input type="checkbox"/> affiliates from using your information to market to you</li> <li><input type="checkbox"/> sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Old United Insurance Group's affiliates include financial companies Vantage Reinsurance, LLC and dealerships affiliated with BH Automotive, LLC.</li> </ul>
Non-Affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Old United Insurance Group does not share with any nonaffiliates so they can market to you</li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Old United Insurance Group does not jointly market</li> </ul>

## NOTICE AT COLLECTION OF PERSONAL INFORMATION - CALIFORNIA RESIDENTS ONLY

This Notice at Collection (this "Notice") is part of the California Consumer Privacy Act Policy of MPP, Co., Inc., Old United Casualty Company, and Old United Life Insurance Company and applies solely to individuals who reside in the State of California. We adopt this policy to comply with the California Consumer Privacy Act of 2018 ("CCPA"), as amended by the California Privacy Rights Act of 2020 ("CPRA"). For more information regarding our privacy policies and consumer rights under the California Consumer Privacy Act, view our Privacy Policies at [www.mpp.com](http://www.mpp.com). We do not sell personal information about consumers or share it with third parties for cross-contextual behavioral advertising. Therefore, we have not sold or shared personal information, as those terms are defined by California law, in the last 12 months. We may collect and disclose the categories of personal information set forth in this Notice in accordance with our Privacy Policy and the law.

### We may collect the following categories of your personal information:

- Personal identifiers such as a real name, alias, postal address, unique personal identifier, email address, account name, social security number, or other similar identifiers.
- Personal information under Cal. Civ. Code § 1798.80(e) such as a name, signature, social security number, address, telephone number, driver's license or state identification card number, insurance policy number, bank account number, or any other financial information, medical information, or health insurance information.
- Characteristics of protected classifications under Federal and California law such as gender, disability, age (40 and older), marital status, medical conditions, and military or veteran status.
- Commercial information such as records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- Biometric information such as physiological, biological or behavioral characteristics that can be used, singly or in combination with each other or with other identifying data, to establish individual identity. Biometric information includes, but is not limited to, voice recordings, from which an identifier template, such as a voiceprint, can be extracted.
- Internet or other electronic network activity information such as information regarding interaction with a website, application, or advertisement, and other similar information.
- Geolocation data such as physical location.
- Sensory data such as audio, electronic, visual, or similar information.
- Professional or employment-related information such as job history or other employment information.
- Inferences drawn from other categories of personal information such as to create a profile about a consumer reflecting the consumer's preferences, characteristics, behavior, attitudes, abilities, and aptitudes.
- Sensitive personal information such as information that reveals consumer's social security number, driver's license, state identification card, passport number, account login, financial account, debit card or credit card in combination with any required security or access code, precise geolocation, racial or ethnic origin, religious or philosophical beliefs, union membership, genetic data, mail, email, or text messages contents processing of biometric data for the purpose of uniquely identifying the consumer, personal information concerning health, information concerning sex life or sexual orientation.

### We collect each category of personal information about consumers for the following business or commercial purposes:

- Operational purposes including to facilitate the transaction of credit life insurance, credit disability insurance, guaranteed auto protection (GAP coverage) and vehicle service contracts, and the investigation of associated claims, or to otherwise fulfill or meet the reason you provided us with your information;
- Maintaining or servicing our accounts, providing customer service, verifying customer information, processing payments, and advertising or marketing our services;
- Auditing related to a current interaction with the consumer and concurrent transactions and compliance with applicable standards;
- Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity;
- Debugging to identify and repair errors that impair existing intended functionality;
- Internal short-term, transient use;
- Undertaking internal research for technological development and demonstration;
- Undertaking activities to verify, maintain, or improve the quality or safety of the products and services we offer as well as our website, databases and other technology assets;
- To confirm eligibility for insurance benefits or payments;
- To respond to law enforcement requests and as required in connection with subpoenas, search warrants or other court orders and governmental regulations;
- For actuarial or research studies;
- In connection with a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of our business or assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding;
- Depending on our relationship, in connection with your provision of products or services to us;
- As otherwise described to you when collecting your personal information or required by law.

### Retention Period

We retain personal information only for as long as is reasonably necessary for the purposes described herein.

We will provide you notice and obtain your explicit consent if we collect additional categories of personal information or use the personal information we previously collected for materially different purposes.

This Notice was last reviewed and updated September 2022. We may change this Notice at any time.