



# CLUB PLUS VEHICLE SERVICE AGREEMENT

SCC-

| CUSTOMER INFORMATION           |            |                |     |
|--------------------------------|------------|----------------|-----|
| LAST NAME                      | FIRST NAME | MI             |     |
| ADDRESS                        |            |                |     |
| ADDRESS 2                      | CITY       | STATE          | ZIP |
| AREA CODE AND TELEPHONE NUMBER |            | E-MAIL ADDRESS |     |

| VEHICLE INFORMATION           |      |      |       |                  |
|-------------------------------|------|------|-------|------------------|
| VEHICLE IDENTIFICATION NUMBER | YEAR | MAKE | MODEL | ODOMETER READING |

| PLAN TERM*  |                                    |                                    |                                    |                                    |                                    |
|---|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| <input type="checkbox"/> _____  | <input type="checkbox"/> 36 MONTHS | <input type="checkbox"/> 39 MONTHS | <input type="checkbox"/> 42 MONTHS | <input type="checkbox"/> 48 MONTHS | <input type="checkbox"/> 60 MONTHS |
| *IF PLAN TERM PERIOD IS LEFT BLANK, THE TERM SHALL BE 36 MONTHS CLUB PLUS PLAN. |                                    |                                    |                                    |                                    |                                    |

|                    |                           |   |                                      |  |
|--------------------|---------------------------|---|--------------------------------------|--|
| PLAN PURCHASE DATE | PLAN PURCHASE PRICE<br>\$ | NEW VEHICLE<br><input type="checkbox"/> | PREOWNED<br><input type="checkbox"/> |  |
|--------------------|---------------------------|---|--------------------------------------|--|

| SELLING DEALER/LIENHOLDER INFORMATION |                      |                            |     |
|---------------------------------------|----------------------|----------------------------|-----|
| NAME OF SELLING DEALER                | DEALER#              | TELEPHONE NUMBER OF DEALER |     |
| ADDRESS OF DEALER                     |                      |                            |     |
| ADDRESS 2                             | CITY                 | STATE                      | ZIP |
| LEINHOLDER                            | LEINHOLDER'S ADDRESS |                            |     |
| ADDRESS 2                             | CITY                 | STATE                      | ZIP |

**DEFINITIONS**

**We, Us, and Our** means MPP Co., Inc., the Administrator and Obligor on this **Agreement**, located at 8500 Shawnee Mission Parkway, Merriam, Kansas 66202. In Florida, **We, Us, and Our** means Old United Casualty Company, (Florida #03041), 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 Club Plus service **Agreement**.

**Cost** means the usual and fair charges for services, parts and labor necessary to fulfill the obligations under this **Agreement**.

**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 or Warranties** means the **Manufacturers'** written **Warranties** provided on **Your Covered Vehicle**.

**PLAN BENEFITS INCLUDE:**

Paintless Dent Repair    Tire/Wheel Road Hazard    Windshield Repair    Key Coverage

\*This Plan commences on the Plan Purchase Date and continues thereafter depending on which Plan Term is selected above unless cancelled. All claims must be reported to the Administrator during the Term of this Plan.

**ELIGIBILITY, ASSISTANCE AND PRIOR AUTHORIZATION**

**This Agreement may only be purchased on New Vehicles and Preowned Vehicles at the time of vehicle sale.**

**INELIGIBLE VEHICLES** - The following vehicles are ineligible: Vehicles used for taxi, 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.

For questions or Administrator assistance, please contact:

If purchased outside of Florida  
MPP Co., Inc.  
P.O. Box 634  
Shawnee Mission, Kansas 66202  
1-800-747-4400

If purchased in Florida  
Old United Casualty Company (Florida #03041)  
P.O. Box 795  
Shawnee Mission, Kansas 66202  
1-800-866-6090

**Prior to the initiation of any of the following services under this Agreement, You must first receive prior authorization by contacting:**

- **For Paintless Dent Repair, Tire or Wheel Road Hazard, Windshield Repair, or Key Coverage call 1-866-838-1120.**

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. **You acknowledge receipt of two (2) sets of keys and/or transponders for the Covered Vehicle above at the time of vehicle delivery.** Please see State Specific Disclosure for changes that may be specific to **Your** state of purchase. The purchase of a Vehicle Service **Agreement** is not required in order to purchase, lease or obtain financing of a motor vehicle.

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

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

**Except in the state of Florida, the coverage provided in this Agreement is insured under a Reimbursement Insurance Policy written by Old United Casualty Company, P.O. Box 795, Shawnee Mission, Kansas 66201. If the Administrator fails to pay any valid claim in accordance with the Terms and Conditions of this Agreement within sixty (60) days after proof of loss has been filed, direct claim can be made against the Insurer. In the state of Florida, coverage is provided by Old United Casualty Company (Florida # 03041).**

## AGREEMENT COVERAGE AND LIMITATIONS

All of the benefits and services of **Your Club Plus Agreement** are described herein and are applicable throughout the United States. As a purchaser of the **Club Plus Agreement**, all benefits are available to **You** up to **Your** benefit limit, as described throughout this **Agreement**, without any additional payments required. **You** are responsible for any non-covered expenses. **Your Agreement** begins on the Plan Purchase Date as shown on **Your** registration and continues thereafter, unless cancelled, depending on which Term is selected. All claims must be reported to the Administrator during the Term of this **Agreement**.

## PAINTLESS DENT REPAIR (PDR) CONDITIONS, LIMITS, AND EXCLUSIONS

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

### PAINTLESS DENT REPAIR EXCLUSIONS:

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

## TIRE/WHEEL ROAD HAZARD

To arrange for **Road Hazard** tire repair under this **Agreement**, **You** must first call the Administrator at **1-866-838-1120** to obtain prior authorization. If a **Road Hazard** materially damages one or more of the tires on the **Covered Vehicle**, **We** will reimburse **You**, up to the Limits of Liability (as defined below), for the reasonable cost of repairing or replacing the tire(s), subject to the terms and conditions set forth herein. A **Road Hazard** is a condition on a public roadway which should not exist there, such as potholes, cracks, breaks, nails and glass. The tires that are covered are only those that were on the Covered Vehicle on the date that this **Agreement** was purchased unless original tires were replaced by the same size like kind and quality tires or better and do not exceed 22 inches in diameter. To determine the reasonable cost of a repair or replacement, **We** will refer to the national average cost for similar repairs or replacements. If a tire covered by this **Agreement** becomes unserviceable due to a **Road Hazard** and can be safely repaired following the Rubber Manufacturers' Association (RMA) repair procedures. On-the-wheel repairs or plug repairs should not be made. Any repair, installation, mounting, balancing and taxes will be reimbursed to **You** or paid directly to the servicing dealer. If **Your** tire covered by this **Agreement** becomes unserviceable due to a **Road Hazard** and cannot be safely repaired, it will be replaced with a new tire. If available, an exact make/model replacement tire will be installed. If not available, a comparable quality tire will be installed. The cost of mounting, balancing, valve stems and tire disposal fees shall be covered as applicable on covered repairs.

If a wheel covered under this **Agreement** is damaged in conjunction with a covered tire due to a **Road Hazard** and cannot hold proper tire pressure, **it will be replaced with a wheel of like kind and quality as the original wheel.** Damage resulting in scrapes, scratches, or other cosmetic damage where the tire can hold proper tire pressure is not covered under this **Agreement**.

### ROAD HAZARD CONDITIONS AND EXCLUSIONS

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

## WINDSHIELD REPAIR

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

### WINDSHIELD REPAIR LIMITS AND EXCLUSIONS:

**Exclusions:** Chips and Cracks or other damage resulting from vandalism while owned by **You**. Chips or star Cracks over one and one half (1.5) inches in diameter. Stress Cracks over six (6) inches in length; Chips and Cracks or other damage that are in the driver's acute line of sight; Cracks that extend to any windshield edge; Chips or Cracks that are deemed un-repairable by the examining technician; Any claim where the technician has deemed the windshield must be replaced; Any claim where the technician has deemed the windshield's damage is not a candidate for repair due to normal wear and tear of a Cosmetic Nature. Replacement of any parts whatsoever. Repairs when it has been determined that the conditions existed prior to **You** purchasing this **Agreement**. Loss of use of the vehicle, or any incidental or consequential damages

## KEY COVERAGE

If **You** lock **Your** ignition key inside **Your Covered Vehicle**, please contact the Emergency Roadside Assistance (1-888-878-8290). In the event that **Your** Key/Key Fob is lost, stolen, or destroyed, please follow these Key Replacement Claims Procedures:

**TO OBTAIN BENEFITS UNDER THIS COVERAGE, YOU MUST CALL THE ADMINISTRATOR'S TOLL-FREE NUMBER [1-866-838-1120] FOR INSTRUCTIONS AND TO OBTAIN AUTHORIZATION BEFORE WORK ON A REPLACEMENT KEY COMMENCES. ADDITIONALLY:**

1. If **You** are within a 25-mile radius of the Selling Dealer, **You** must return there to have a replacement key cut and programmed. If **You** are outside of the 25-mile radius, **You** may go to any appropriate franchise dealer.
2. All non-working Keys must be made available to the dealer for inspection. Lost Keys do not have to be made available to the dealer.

3. If it is necessary for **You** to go to a non-Selling Dealer, **You** shall call the Administrator's toll-free number (1-866-838-1120) for instructions and to obtain authorization before work on a replacement commences.
4. All replacements and any programming is only available by an appropriate franchise dealer. The Administrator does not cut, order or program replacements for any lost or damaged Keys. These services are only provided by an appropriate franchise dealer.
5. The Administrator is solely agreeing to pay the Reasonable Repair or Replacement Cost for Keys under the terms, conditions and limitations set forth in this Agreement. The Administrator shall not provide any keys itself. Further, the Administrator does not in any way warrant or guaranty, whether express or implied, any replacement key obtained by **You** and/or paid for by the Administrator.

**Key Replacement Assistance (Maximum benefit to repair or replace keys, transponders and any applicable programming) will be Five Hundred (\$500) dollars per occurrence.**

**Services Not Covered:**

1. 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.
2. Repair or damage to the Covered Vehicle or other property.
3. Any key assistance services provided by a private citizen's assistance is not covered and is not reimbursable.
4. Any and all taxes, fines or tolls.
5. No services will be performed when the Covered Vehicle is in an unsafe condition or location.
6. Any replacement made without Our prior authorization.
7. Any repair or replacement covered by warranty, recall or acknowledgement of responsibility issued by the manufacturer of the Key to be replaced, including "wear and tear" programs provided for leased vehicles.
8. Any damages or loss, whatsoever, whether consequential, direct or otherwise, resulting from the failure or loss of a programmed Key.
9. Any damage to or non-functioning of Key(s) caused by wear and tear (e.g., battery failure/loss of charge, cosmetic damage).
10. Any claims that are preexisting or that occur after expiration of Your plan term.
11. **ANY REPLACEMENT OF KEY(S) WHEN AT LEAST TWO (2) SETS OF PROPERLY FUNCTIONING KEYS FOR THE REGISTERED VEHICLE WERE NOT DELIVERED AT THE TIME OF PURCHASE OF THE VEHICLE.**

**CLUB EMERGENCY ROADSIDE ASSISTANCE**

**EMERGENCY ROADSIDE ASSISTANCE**, that includes:

24-Hour Roadside Assistance/Towing Services up to \$100 per occurrence; Flat Tire Assistance; Fuel, Oil, Fluid and Water Delivery Service; Collision Assistance; Battery Assistance; Lock-out Assistance; Driver's Valet; Emergency Message Relay; Road America Savings Connection; \$500 Emergency Travel Expense Reimbursement (Note: Emergency Travel Expense is not available in CA and NY). **A separate Identification Card will be sent to YOU. For Emergency Roadside Assistance, please call 1-888-878-8290.**

**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.**

TO TRANSFER THIS **AGREEMENT**, COMPLETE THE FOLLOWING AND MAIL IT ALONG WITH A PHOTOCOPY OF THE FRONT OF THIS **AGREEMENT** TO: MPP Co., Inc., 8500 Shawnee Mission Parkway, Merriam, Kansas 66202. For Florida **Customers**, TO: Old United Casualty Company, P. O. Box 795, Shawnee Mission, Kansas 66201. Please transfer the remainder of this **Agreement** in accordance with the provisions stated in this **Agreement**. I am enclosing with this Application a \$50 check or money order payable to: MPP Co., Inc. (\$40 check or money order payable Old United Casualty Company for Florida **Customers**) along with a copy of all invoices, bills and work orders to verify vehicle maintenance and vehicle mileage.

**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 purchase price paid, less a \$50 service charge. Should the service charge 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**. If **We** cancel, the refund 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 of coverage remaining under this **Agreement** at the time of cancellation. 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 based on the method noted above, provided the lienholder/lessors's contract includes the purchase price for **Your Agreement**, the request is made in writing, and the lienholder/lessor has succeeded to **Your** interests by reason of repossession or a total loss occurs. 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.

**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 Addendum was purchased, unless all parties agree to do otherwise. Each party shall pay its own fees in presenting its case (such as attorney's fees, witness expenses, and travel expenses). Any fees paid to the American Arbitration Association and the arbitrator shall be shared equally by all parties.

## STATE SPECIFIC DISCLOSURES

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

### ALABAMA

**CANCELLATION AND REFUND** - The service charge is changed to \$25. If **We** cancel this Plan, **We** will mail a notice of cancellation to **Your** last known address at least five (5) days prior to the effective date of cancellation. Prior notice of cancellation is not required if this Plan is cancelled for nonpayment of the Plan purchase price or material misrepresentation by **You**. A ten (10) percent penalty per month will be added to a refund that is not paid or credited within forty-five (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 Affairs 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 and a cancellation fee not to exceed the lesser of 10% of the gross amount paid or \$50.00. 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 of coverage remaining under this **AGREEMENT** at the time of cancellation. 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

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](http://www.insurance.ca.gov).

## **WE WILL NOT PAY ANYTHING UNDER THIS AGREEMENT FOR A FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO PURCHASE OF THIS AGREEMENT.**

**CANCELLATION AND REFUND** shall be amended to read: - Provided there are no claims made under this **AGREEMENT**, **YOU** may cancel this **AGREEMENT** within sixty (60) days of purchase for a full refund of the purchase price paid. After sixty (60) days or if there are claims made, **YOU** will receive a prorated refund of the purchase price paid. 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. **WE** may cancel this **AGREEMENT** within sixty (60) days of purchase for any reason by providing **YOU** written notification, specifically stating such reason, postmarked prior to the sixty-first (61st) day. The **AGREEMENT** will cease to be valid five (5) days after the postmark date of the notice. **WE** will provide **YOU** a full refund of the purchase price paid, less any claims paid or to be paid, within thirty (30) days of the cancellation date. After sixty (60) days, **WE** may cancel in the event the charge for **YOUR AGREEMENT** has not been paid or if there is a material misrepresentation by providing **YOU** written notification specifically stating such reason. The **AGREEMENT** will cease to be valid five (5) days after the postmark date of the notice. **WE** will provide **YOU** a pro-rated refund of the purchase price paid, less any claims paid or to be paid, within thirty (30) days of the cancellation date. If the **WE** have notice of a lienholder/lessor and a Discharge of Lien is not provided, any refund will be issued to the lienholder/lessor. If **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**.

**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.

**Windshield Repair is not applicable.**

**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** - Provided there are no claims made under the Vehicle Service **AGREEMENT**, it may be returned to the Administrator within (30) thirty days of purchase for a full refund. After (30) thirty days or if there are claims made, **YOU** may cancel this **AGREEMENT** by delivering written notice to the 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 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. Cancellation of this **AGREEMENT** will be in accordance with O.C.G.A. 33-24-44. **YOU** will be given ten (10) days written notice if this **AGREEMENT** is cancelled for nonpayment of the **AGREEMENT** charge or if it has been in force less than sixty (60) days. Otherwise, **YOU** will be given thirty (30) days written notice. If **WE** cancel this **AGREEMENT** within thirty (30) days of purchase and there are no claims made, the refund will be 100% of the Purchase Price paid. After thirty (30) days or if there are claims made, the return premium will be 100% of the paid unearned pro rata premium.

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 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 pro-rated refund will be based on the lesser of time or miles of coverage remaining, less a cancellation fee. This **AGREEMENT** shall be subject to a cancellation fee not to exceed the lesser of 10% of the **AGREEMENT** retail price or \$50.00. **WE** may cancel this **AGREEMENT** in the event the charge for **YOUR AGREEMENT** has not been paid, if the odometer has been disconnected or altered, the New Vehicle Manufacturer's Warranty has been cancelled or voided, or if there is a material misrepresentation on the **AGREEMENT** Application. If **WE** cancel, 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**.

**Paintless Dent Repair** or **PDR** means the process used to remove small dings and minor dents due to normal wear and tear from the painted surface of **Your** vehicle without harming the vehicle's factory finish, subject to the limitations and exclusions set forth in this **Agreement**.

#### **INDIANA**

This service contract is not insurance and is not subject to Indiana insurance law. Replacement parts may be new, remanufactured or used. The use of non-original manufacturer's parts is permitted.

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**.

Replacement parts may be new, remanufactured or used. The use of non-original manufacturer's parts is permitted. 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, less a cancellation fee of 10% of the **AGREEMENT** Purchase Price or \$50.00, whichever is less. 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.

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 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.

## **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.**