

MECHANICAL PROTECTION PLAN

Administered by:
MPP CO., INC.

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

In Florida, Administered by:
OLD UNITED CASUALTY CO.
(Florida License # 03041)
P.O. Box 795
Shawnee Mission, Kansas 66201
Call Toll Free 1-800-866-6090

**EXECU-CARE HEAVY DUTY/COMMERCIAL VEHICLES
XX MONTHS OR XX,XXX MILES**

AGREEMENT HOLDER:
JOE CUSTOMER
123 UPYOUR STREET
ANYTOWN, KANSAS 12345-6789

AGREEMENT NUMBER:
123456
COVERED VEHICLE VIN:
12345678912345678

MPP MECHANICAL PROTECTION PLAN	
Vehicle I.D. No. 12345678912345678	Agreement No. 12345678
XX/XX \$100 Deductible	EXECU-CARE HEAVY DUTY/COMMERCIAL VEHICLES
JOE CUSTOMER	
Your coverage expires at the expiration date or the expiration mileage noted on your actual Vehicle Service Agreement.	

Agreement Expiration Date: XX/XX/XXXX **Agreement Expiration Mileage:** XX,XXX **Deductible** \$100

COVERAGE UNDER THIS AGREEMENT STARTS ON THE DATE IT IS PURCHASED AND ENDS ON XX/XX/XXXX OR AT XX,XXX MILES, WHICHEVER OCCURS FIRST.

This is your Mechanical Protection Plan Agreement. Please review the information herein to verify that the following information is correct:

- Name
- Vehicle I.D. Number
- Type of Coverage
- Deductible
- Agreement Term Months and Miles
- Expiration date and Expiration miles

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

MPPEXHD 707

**EXECU-CARE HEAVY DUTY/COMMERCIAL
VEHICLE SERVICE AGREEMENT**

This Agreement is between the Agreement Holder (“YOU” and “YOUR”) and the provider (“WE”, “US”, and “OUR”). The provider means the Party with primary responsibility for providing the protection described in this Vehicle Service Agreement. Please refer to Appendix A of this Agreement. The purchase of a Vehicle Service Agreement is not required in order to lease, purchase or obtain financing of a motor vehicle.

KEY TERMS

“YOUR VEHICLE” means the private passenger car, pickup truck or van shown identified in this Agreement provided it is not used for commercial purposes.

“FAILURE” means that an original manufacturer installed or like replacement part covered by this Agreement is not operational due to a defect in materials or workmanship.

“ODOMETER MILES" means the mileage recorded on an odometer which has not stopped or been changed to lower the actual mileage.

"MANUFACTUER" means the person, corporation or other entity that originally built or assembled Your Vehicle.

“COST” means the usual and fair charge for parts and labor necessary to repair or replace a covered FAILURE.

“DEDUCTIBLE” means the amount “YOU” must pay for covered repairs per repair visit.

“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.

"WARRANTY" or "WARRANTIES" means the manufacturer's written Warranties provided on "Your Vehicle". "Authorized" means the dealer or such other repair facility, rental agency, person, company or entity as authorized by the administrator to effect repair, replacement or other covered services.

WHAT THIS AGREEMENT COVERS

In return for YOUR payment for this Agreement and subject to its terms, YOU will be provided with the protection described herein. We will pay YOU or a repairer the COST to remedy the FAILURE of only the following COVERED PARTS to YOUR VEHICLE, less the DEDUCTIBLE. In either event, covered repairs must be performed by an AUTHORIZED Repair Facility. Replacement parts may be new, remanufactured or used. The use of non-original manufacturer’s parts is permitted.

COVERED PARTS (The following parts named within the component groups shall be covered):

POWERTRAIN OPTION (If Powertrain Option is selected and shown in the Agreement information, the following parts within the components groups are covered):

Gasoline Engine: Cylinder block and cylinder heads (if damaged by an internal lubricated part), all lubricated internal engine parts, intake manifold, exhaust manifold, water pump, harmonic balancer, timing chain, timing gears, timing belt, timing cover, flywheel, oil pump/oil pump housing, valve covers, oil pan, engine mounts, factory installed turbocharger/supercharger housing (if damaged by an internal lubricated part), all internal parts, seals and gaskets, crankshaft bearings, valve train, crankshaft seals, camshaft bearings, connecting rod and bearings.

Diesel Engine: All parts listed within Gasoline engine coverage.

Transmission/Transaxle: Case (if damaged by an internal lubricated part), all internal lubricated parts, torque converter, transfer case, vacuum modulator, transmission mounts, seals and gaskets, input/output shafts, forward and intermediate clutch, direct clutch, bands, governor, thrust bearings, washers, and electronic control unit.

Front/Rear Wheel Drive: Final drive housing (if damaged by an internal lubricated part), all internal lubricated parts, axle shafts and axle shaft bearings, constant velocity joints, axle housing and all internal parts, wheel bearings, axle/supports, front hub bearings, differential bearings and case, propeller shafts, u-joints, locking hubs, rear axle hub bearings, differential side, pinion gears, disc or cone-limited slip, and seals and gaskets.

POWERTRAIN PLUS OPTION (If Powertrain Plus Option is selected and shown in the Agreement information, in addition to the covered parts listed under Powertrain Option coverage, the covered parts within the following component groups shall be included):

Fuel System: Fuel pump, EFI sensors/control units, injectors/throttle body assembly, diesel fuel injection pump, diesel fuel lines, nozzles, and vacuum pump.

Steering: Power steering pump, cooler and lines, couplings, seals and gaskets, manual and power steering gear housing and all internal parts, including linkages, control valve, column lock (tilt wheel), pulley assembly for power steering pump, and idler arm.

Suspension: MacPherson struts (front or rear), upper and lower control arms, stabilizer bar, linkage and bushings, control arm shafts and bushings, upper and lower ball joints, kingpins and bushings, spindle and spindle supports.

Brakes: Master cylinder, calipers and wheel cylinders, combination valve, all brake lines and fittings, power brake booster, backing plates, springs, clips and retainers, self adjusters, parking brake linkage and cables.

Air conditioning: Compressor, condenser, evaporator, A/C compressor head, A/C compressor clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and field coil.

Electrical: Alternator, starter motor, voltage regulator, manually operated electrical switches, ignition switch, wiper motors, electronic ignition module, radiator fan relay, electric fuel pump, starter motor solenoid, wiring harness (excluding spark plug wires).

DEDUCTIBLE

The **DEDUCTIBLE** indicated on the Application and in the Agreement information is the dollar amount **YOU** pay for all covered repairs or replacements per repair visit. If the Disappearing \$100.00 Deductible Option is selected, the **DEDUCTIBLE** will be waived on Covered **FAILURES** repaired at the selling Dealer. The deductible will apply to all other Covered **FAILURES** repaired at any other repair facility.

TOWING AND ROAD SERVICE

When a **FAILURE** disables **YOUR VEHICLE**, **WE** will pay for towing and emergency road service labor up to a limit of \$150 provided such labor is performed at the scene of the disablement. 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.

IF YOU HAVE OTHER PROTECTION

WE will pay only a portion of **COSTS** if **YOU** have other protection covering a **FAILURE**. **OUR** share of **COSTS** shall bear the same relationship to total **COSTS** that **OUR** limit of liability bears to the total of all applicable limits of liability. If the automaker or repairer's agree to cover all or some of the **COSTS** of a **FAILURE** after a warranty or guarantee has expired, **WE** will pay only for an extra cost.

WHAT THIS AGREEMENT DOES NOT PROTECT

WE WILL NOT PAY FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER OR A REPAIRER'S GUARANTEE. IN ADDITION, WE WILL NOT PAY BENEFITS

- **FOR A FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT.**
- **FOR A FAILURE CAUSED BY CORROSION, OR YOUR FAILURE TO SERVICE THE VEHICLE AS REQUIRED BY THIS AGREEMENT OR FAILURE TO MAINTAIN PROPER FLUID OR LUBRICANT LEVELS.**
- **FOR A FAILURE CAUSED BY COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, WATER, FLOOD, FREEZING, FALLING MISSILES OR OBJECTS, NEGLIGENCE OR MALICIOUS MISCHIEF.**
- **IF THE ODOMETER OF THE COVERED VEHICLE HAS STOPPED, BEEN CHANGED, ALTERED, OR DISCONNECTED (THIS DOES NOT INCLUDE IF THE ODOMETER WAS TAMPERED WITH PRIOR TO PURCHASE OR PRIOR TO USE).**
- **TO REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS AGREEMENT.**
- **FOR STORAGE CHARGES.**
- **FOR OIL, GREASE, COOLANT, OR REFRIGERANT UNLESS REQUIRED IN CONNECTION WITH THE REPAIR OF A COVERED PART.**

- **FOR A FAILURE DUE TO MISUSE OR ABUSE.**
- **FOR ENGINE TUNE-UP OR FRONT SUSPENSION ALIGNMENT.**
- **FOR A FAILURE RESULTING FROM RACING OR OTHER COMPETITION.**
- **FOR A FAILURE CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE, UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.**
- **IF YOUR VEHICLE IS USED FOR TAXIS, LIVERIES, POLICE/AMBULANCES/EMERGENCY VEHICLES, TOW TRUCKS, SHUTTLES, VEHICLES USED FOR RENTAL OR LIMO SERVICE;**
- **IF YOUR VEHICLE IS ALTERED OR MODIFIED (EXCEPT FOR ALTERATIONS OR MODIFICATIONS RECOMMENDED OR APPROVED BY THE MANUFACTURER).**
- **FOR A FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA AND CANADA.**
- **FOR ECONOMIC LOSS, INCLUDING LOSS OF PROFIT OR INCOME, LOSS OF TIME, INCONVENIENCE, LODGING, FOOD OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE NOT COVERED UNDER THIS POLICY THAT MAY RESULT FROM A MECHANICAL FAILURE.**
- **FOR A FAILURE CAUSED BY INSUFFICIENT COOLANT OR LUBRICANTS, BROKEN BELTS, BURST HOSES OR STUCK THERMOSTATS.**
- **FOR A FAILURE CAUSED BY A NON-COVERED PART AND ANY RESULTING CONSEQUENTIAL LOSS OR DAMAGE.**
- **FOR A FAILURE CAUSED BY CONTAMINATED FUELS OR FLUIDS.**
- **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.**

ADDITIONALLY, WE WILL NOT PAY COSTS INCURRED TO IMPROVE OPERATING PERFORMANCE FOLLOWING NORMAL WEAR AND TEAR. THIS INCLUDES, BUT IS NOT LIMITED TO, VALVE OR RING REPAIRS DESIGNED TO IMPROVE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION.

YOUR RESPONSIBILITIES AND MINIMUM SERVICES REQUIRED

YOU must properly maintain **YOUR** vehicle as recommended by the vehicle Manufacturer. **YOU** must change the engine oil and oil filter, check and maintain all fluid levels, inspect and/or lubricate suspension, drive axles and boots, steering linkage and all belts. **YOU** must keep receipts showing date, mileage and service performed and present them to the administrator or an Authorized repair facility if **YOU** have a claim.

YOUR DUTIES IN THE EVENT OF A FAILURE

If **YOU** experience a **FAILURE** **YOU** agree to:

1. Use all reasonable means to protect **YOUR VEHICLE** from additional damage.
2. Return **YOUR VEHICLE** to the Selling Dealer from whom **YOU** purchased this Agreement or notify the administrator as soon as possible and obtain approval for an **AUTHORIZED REPAIR FACILITY**.
3. Furnish such information as may reasonably be required.
4. Allow an examination of **YOUR VEHICLE** if asked to do so.
5. Incur only those expenses which are authorized in advance.
6. **YOU** must pay the Deductible (if any) for all covered repairs performed in a single repair visit; and
7. **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.

LIMITS OF LIABILITY

Costs of Repairs or Replacements for any one repair visit, less the **DEDUCTIBLE**, shall in no event exceed the actual cash value of the vehicle before **FAILURE**. The total of all benefits paid or payable under this Agreement shall not exceed the original vehicle purchase price.

GENERAL PROVISIONS

OUR RIGHT TO RECOVER PAYMENT: If **WE** pay anything under this Agreement and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights. **YOU** shall do whatever is reasonable to enable **US** to enforce these rights.

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 thirty (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 canceled as explained in Cancellation and Refund.

This Agreement is not transferable or assignable if traded or sold to a dealer and should be canceled by the Agreement Holder as explained in Cancellation and Refund.

CANCELLATION AND REFUND

Provided there are no claims made under this Agreement, **YOU** may cancel this Agreement within thirty (30) days of purchase for a full refund of the purchase price paid. After thirty (30) days or if there are claims made, **YOU** will receive a prorated refund of the purchase price paid, less a \$50 service charge (the refund calculation method and service charge may vary by state, please see State Specific Disclosures for any amendments that may apply to Your state). Written notice must be mailed to the issuing dealer or 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 cancelled or voided, or if there is a material misrepresentation on the Vehicle Service Agreement Application. If **WE** cancel, **YOU** will not be charged a \$50 service charge. If the administrator has notice of a lienholder/lessor and a Discharge of Lien is not provided, any refund will be issued to the lienholder/lessor. If cancelled, the Agreement may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE**.

LIMITED RIGHTS OF THE LIENHOLDER/LESSOR

A lienholder/lessor shall have no rights under **YOUR** Agreement except that a lienholder/lessor may cancel **YOUR** Agreement and receive a prorated refund, provided the lienholder/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.

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