

ADVANTAGE PLATINUM VEHICLE SERVICE AGREEMENT

This Agreement is between the Agreement Holder (“**YOU**”, and “**YOUR**”) and the Administrator/Obligor (“**WE**”, “**US**”, and “**OUR**”), who has the primary responsibility for providing the protection described in this Vehicle Service Agreement. The purchase of a Vehicle Service Agreement is not required in order to lease, purchase or obtain financing of a motor vehicle. **YOU MUST OBTAIN PRIOR AUTHORIZATION FROM THE ADMINISTRATOR BEFORE ANY REPAIRS ARE MADE TO YOUR COVERED VEHICLE.**

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.

KEY TERMS

WE, US, and OUR - means MPP Co., Inc., 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 Agreement Holder of this **AGREEMENT**.

AGREEMENT or CONTRACT – Means this Vehicle Service Agreement Coverage Booklet and **YOUR** completed Declaration Section.

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.

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

COVERAGE - means the protection and plan term selected in the Declaration Section of this **AGREEMENT**.

COVERED VEHICLE - means the vehicle identified in the Declarations Section by Vehicle Identification Number, Year, Make, and Model, owned by **YOU** or, leased by **YOU**.

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 in the Declaration Section. 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**.

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

AGREEMENT PERIOD

This **AGREEMENT** is subject to a mandatory Waiting Period before **COVERAGE** takes effect. The Waiting Period means **COVERAGE** will begin after both the number of days (30) and miles (1,000) have passed from the date/mileage on the **AGREEMENT** Purchase Date shown in the Declaration Section. **YOUR AGREEMENT** will expire when the plan term months have passed from the **AGREEMENT** Purchase Date (plus the stated number of days in the Waiting Period), or when the odometer registers the **AGREEMENT** Term Miles more than the Current Odometer reading on the **AGREEMENT** Purchase Date (plus the stated number of miles in the Waiting Period), whichever occurs first.

WHAT IS COVERED

In return for **YOUR** payment for this **AGREEMENT** and subject to its terms, **YOU** will be provided with the protection described herein. Subject to the terms and conditions of this **AGREEMENT** and each applicable selected plan, **YOUR AGREEMENT** will pay to repair, perform or reimburse the **COVERED PARTS** described herein due to **FAILURE**, less any applicable **DEDUCTIBLE**. Replacement parts may be new, remanufactured or used. The use of non-original manufacturer's parts is permitted. Repairs to **COVERED PARTS** must be performed by an **AUTHORIZED** Repair Facility. **COVERED PARTS** shall mean any part except for the parts and provisions listed under **WHAT IS NOT COVERED**.

EMERGENCY ROADSIDE/TOWING ASSISTANCE

Emergency Roadside Assistance is available throughout the United States, 24 hours a day, 365 days a year. **YOU** will have to pay for any costs in excess of the \$100.00 per occurrence limit plus any non-covered costs. Just call **TOLL-FREE 1-888-491-2432** (please use reference code **TFN**) and a service vehicle will be dispatched to **YOUR** assistance. Important: Please be with **YOUR COVERED VEHICLE** when the service provider arrives, as they cannot service an unattended vehicle. Service provided must be a covered benefit under the terms and conditions of this **AGREEMENT**. Coverage is extended to the **COVERED VEHICLE** only. **NOTE: ONLY Roadside/Towing Assistance obtained through this number will be honored.** The following are covered emergencies, subject to the \$100.00 per occurrence limitation:

1. Towing Assistance – Service consists of towing **YOUR COVERED VEHICLE** to the Selling Dealer, if possible, or the nearest qualified service facility due to mechanical **FAILURE** under this **AGREEMENT** that renders the **COVERED VEHICLE** unsafe or unable to be driven.
2. Battery Service - If a battery failure occurs, a jump start will be applied to start the **COVERED VEHICLE**;

3. Flat Tire Assistance -Service consists of the removal of the flat tire and its replacement with the spare tire on the **COVERED VEHICLE**;
4. Fuel, Oil, Fluid and Water Delivery Service - An emergency supply of fuel, oil, fluid and water will be delivered if the **COVERED VEHICLE** is in immediate need. **YOU** must pay for the fuel or other fluid when it is delivered;
5. Lock-out Assistance - If **YOUR** keys are locked inside of the **COVERED VEHICLE**, this service will provide for assistance in gaining entry to the **COVERED VEHICLE**. **YOU** must pay for any key cutting/replacement, if necessary.

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

VEHICLE RENTAL ALLOWANCE

WE will pay **YOUR** out-of-pocket expenses to rent a replacement vehicle from an **AUTHORIZED** rental agency if: During the **AGREEMENT** Term, **YOUR VEHICLE** becomes inoperable and repairs are caused by a **FAILURE** or during the **WARRANTY** period, repairs to **YOUR VEHICLE** are covered by **WARRANTY**. **YOU** will be allowed up to \$35 per day for a maximum of 5 days. **YOU** are responsible for obtaining the rental car and rental car expenses incurred must be from a licensed rental car agency or **AUTHORIZED** Dealer.

YOUR RESPONSIBILITIES

YOU must properly maintain **YOUR VEHICLE** as recommended by the vehicle **MANUFACTURER**. **YOU** must keep receipts showing date, mileage and services performed and present them to the administrator or **AUTHORIZED** repair facility if you have a claim.

CLAIM PROCEDURES

If YOU experience a FAILURE YOU must:

- Use all reasonable means to protect YOUR VEHICLE from additional damage;
- Return YOUR VEHICLE to the dealership from whom YOU purchased this agreement (if applicable) or notify the administrator as soon as possible and obtain approval for an AUTHORIZED repair facility. If the FAILURE occurs during the WARRANTY period, YOUR VEHICLE must be returned to a dealership that sells the same vehicle make;
- Furnish such information as may reasonably be required;
- Allow an examination of YOUR VEHICLE if asked to do so;
- Incur only those expenses which are authorized in advance by US;
- YOU must pay the Deductible (if any) for all covered repairs performed in a single repair visit; and
- YOU are responsible for authorizing and pay any teardown or diagnostic time needed to determine if YOUR vehicle has a Covered FAILURE. If WE determine that there is a Covered FAILURE, then WE will pay for the reasonable cost of the teardown and diagnostic time as part of the Covered FAILURE.

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, WHEEL BALANCING, FILTERS, LUBRICANTS, ENGINE COOLANT, FLUIDS, AIR CONDITIONING RECHARGING, SPARK/GLOW PLUGS, BRAKE PADS/BRAKE LININGS AND SHOES, AND MANUAL CLUTCH DISC LINING, OR ANY MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.

THE FOLLOWING ITEMS ARE NOT COVERED UNDER ANY COVERAGE PLAN EXCEPT AS NOTED: GLASS, LENSES, LIGHT BULBS OR LAMPS, 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, EXHAUST SYSTEM (EXCEPT EXHAUST MANIFOLDS), CATALYTIC CONVERTER, BRAKE ROTORS AND DRUMS, SHOCK ABSORBERS, SPARK/GLOW PLUGS OR WIRES, BATTERIES, HYBRID/HIGH VOLTAGE/LITHIUM BATTERY PACK, BATTERY CABLES, WIPER BLADES OR INSERTS, 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.

ADDITIONALLY, WE WILL NOT PAY ANYTHING UNDER THIS AGREEMENT:

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

2. FOR A FAILURE DUE TO MISUSE, CORROSION OR LACK OF PROPER MAINTENANCE AS PRESCRIBED BY THE MANUFACTURER WHILE OWNED BY YOU;
3. FOR A FAILURE CAUSED BY COLLISION, IMPACT, FIRE, THEFT, FREEZING, VANDALISM, RIOT OR EXPLOSION; FALLING MISSILES OR OBJECTS, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, WATER, FLOOD, SUBFREEZING TEMPERATURES, CONDENSATION, DISCOLORATION, ANIMALS/PESTS, ENGINE SLUDGE, LACK OF OIL VISCOSITY, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, CHEMICALS, NEGLIGENCE OR MALICIOUS MISCHIEF;
4. FOR COSTS COVERED UNDER ANY WARRANTY PERIOD OF THE MANUFACTURER (REGARDLESS OF WHETHER OR NOT THE WARRANTY WAS REVOKED FOR ANY REASON WHATSOEVER OR WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE), REPAIRER'S GUARANTEE, LIMITED WARRANTY, ROADSIDE ASSISTANCE PROGRAM OR INSURANCE POLICY;
5. IF THE ODOMETER HAS STOPPED OR BEEN CHANGED, ALTERED, OR DISCONNECTED;
6. FOR A FAILURE CAUSED BY RACING OR OTHER COMPETITIVE DRIVING;
7. FOR A FAILURE CAUSED BY PULLING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;
8. IF YOUR VEHICLE IS USED FOR TAXI, SHUTTLE, COMMUTER, MUNICIPAL, PROFESSIONAL, EMERGENCY OR POLICE SERVICES, RENTAL, TRANSPORT CARRIER.
9. IF YOUR VEHICLE HAS BEEN ALTERED OR MODIFIED (EXCEPT FOR ALTERATIONS OR MODIFICATIONS RECOMMENDED BY THE MANUFACTURER), INCLUDING BUT NOT LIMITED TO, MODIFICATIONS TO PERMIT TOWING OR SNOWPLOWING; LIFT KITS; RETROFITTED TO USE ALTERNATIVE FUELS (INCLUDING BUT NOT LIMITED TO LPG, CNG, METHANOL, ETHANOL, OR RFG) 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, OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED;
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.

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**, as determined by NADA trade-in value or other standard industry guide at the time of the repair. The total of all benefits paid or payable under this **AGREEMENT** shall not exceed the NADA trade-in value or other standard industry guide at the time of **AGREEMENT** purchase.

TRANSFER

First Retail Purchaser – If **YOU** sell **YOUR** vehicle to an individual (Second Purchaser), **YOU** may transfer the **AGREEMENT COVERAGE**. To transfer **AGREEMENT COVERAGE**, **YOU** must send to the Administrator a completed transfer form, 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 **AGREEMENT** must be made within 30 days of transferring vehicle ownership. If the remaining **AGREEMENT COVERAGE** is not properly and timely transferred, the **AGREEMENT COVERAGE** will no longer be in force. Second Purchaser – A second purchaser may not transfer **AGREEMENT COVERAGE** to a subsequent purchaser. Upon sale of the vehicle by the second purchaser, **AGREEMENT COVERAGE** will no longer be in force and the **AGREEMENT** should be cancelled as explained in Cancellation and Refund.

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

CANCELLATION AND REFUND

Provided there are no claims made under this **AGREEMENT**, **YOU** may cancel this **AGREEMENT** within thirty (30) days of purchase for a full refund of the purchase price paid. After thirty (30) days or if there are claims made, **YOU** will receive a prorated refund of the purchase price paid, less a \$50 service charge and any claim amount paid. 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 by **YOU** at the time of **AGREEMENT** purchase. 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 **COVERAGE** reinstated on **YOUR VEHICLE**.

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.

SPECIMEN