MBPI PREFERRED
PREMIUM CARE
VEHICLE SERVICE CONTRACT

THE PROTECTION PROVIDED IN THIS CONTRACT IS IN CONJUNCTION WITH THE MANUFACTURER'S WARRANTY.

CONTACT THE ADMINISTRATOR BEFORE PERFORMING ANY REPAIRS: 877-238-3417.

Contract No.:	VIN:
PURCHASER **LENDER**	**SELLER** **PROVIDER:** Vehicle Protection, Inc.
Make: Year: Fuel Type: No. of Cylinders: Mileage at Time of Sale:	
Model: Original In-Service Date:	
Vehicle Purchase Price: Vehicle Sale Date: Contract Purchase Price:	
EXPIRES ON OR WHEN ODOMETER EXCEEDS MILES, WHICHEVER OCCURS FIRST.	
Deductible at Selling Dealer: $ Deductible at Other Repair Facilities: $	

SAMPLE

TERMS AND CONDITIONS AND DEFINITIONS

CONTRACT: This Vehicle Service Contract ("CONTRACT") is between the Provider ("PROVIDER") and the Purchaser ("PURCHASER") of the Vehicle ("VEHICLE"). The CONTRACT provides specific protection for the parts (which are not excluded) for the time or mileage as specified above, whichever occurs first. Subject to the terms and conditions of this CONTRACT, itemized herein, provisions for payment will be made to repair or replace, at reasonable COST for parts and labor, any parts (which are not excluded) in this CONTRACT as authorized by the ADMINISTRATOR, if required due to a MECHANICAL BREAKDOWN. The decision concerning procedure to repair or replace the parts shall be made at the discretion of the ADMINISTRATOR. Replacement of parts may be with like kind and quality (i.e. new, remanufactured or pre-owned parts). As a condition precedent to the obligations to provide for the payment of authorized repairs, the PURCHASER shall have complied with all terms and conditions of this CONTRACT.

COST: Repair costs that are recognized locally and/or nationally for a similar repair. The ADMINISTRATOR may use published parts and labor guides to establish COSTS.

ADMINISTRATOR: Mechanical Breakdown Protection, Inc. (MBPI) 250 NE Mulberry Lee's Summit, Missouri 64086, 877-238-3417.

PROVIDER: Vehicle Protection, Inc. 250 NE Mulberry, Lee's Summit, Missouri 64086, 800-325-7484.

INSURER: The PROVIDER'S performance under this CONTRACT is insured by a policy issued by First Colonial Insurance Company, a member of the Allstate family of companies, 1776 American Heritage Life Drive, Jacksonville, Florida 32224, 800-621-4871. If a covered claim is not paid within sixty (60) days after a proof of loss has been filed, you may file a claim with First Colonial Insurance Company at the address listed above.

MECHANICAL BREAKDOWN: a breakage or total failure of a covered part. MECHANICAL BREAKDOWN does not provide for damage resulting from the failure of an excluded part(s) or the lack of proper maintenance services. Minor loss of fluid or seepage is considered normal and is not considered a MECHANICAL BREAKDOWN.

DEDUCTIBLE: In the event of a MECHANICAL BREAKDOWN of a part, repaired or replaced under the terms and conditions of this CONTRACT, the PURCHASER will be subject to pay the applicable DEDUCTIBLE as specified above per visit.

MANUFACTURER'S WARRANTY: In the event of a MECHANICAL BREAKDOWN of a part, whose repair or replacement is provided for under a Manufacturer's Warranty or Special Policy Program, payment will be provided for the required manufacturer's deductible, less the DEDUCTIBLE specified above.

This CONTRACT is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. Losses covered by the manufacturer during the manufacturer's warranty period are not covered under this CONTRACT.

WHAT TO DO IN THE EVENT OF A MECHANICAL BREAKDOWN

PURCHASER

1. Return the VEHICLE to the selling dealer.
2. If the VEHICLE cannot be returned to the selling dealer, take the vehicle to the nearest franchise dealership or certified repair facility. If the ADMINISTRATOR is unable to obtain favorable conditions for the repair of covered failures at a particular repair facility, the ADMINISTRATOR reserves the right to prohibit the use of that facility for providing covered

repairs. In any such case, at your request, the ADMINISTRATOR will assist you to identify alternative repair facilities that will provide you with favorable conditions for the repair of any covered failure.
3. Provide the dealer/repair facility with your CONTRACT and ensure that prior authorization is obtained from the ADMINISTRATOR. The ADMINISTRATOR reserves the right to require an inspection of Your Vehicle prior to repairs.
4. After the repair facility has obtained authorization for the repair, within 90 days, mail or fax necessary documentation to ADMINISTRATOR for authorized reimbursement.

REPAIR FACILITY

1. The repair facility must contact the ADMINISTRATOR at 877-238-3417 **before** working on the VEHICLE to verify coverage and obtain prior authorization.
2. Obtain the PURCHASER'S authorization for inspection and disassembly to determine the cause of the MECHANICAL BREAKDOWN.
3. Obtain a claim authorization number from the ADMINISTRATOR prior to any repairs.

Failure to follow the above procedures shall NULLIFY THE CLAIM, and COST incurred may not be recoverable.

If the purchaser relocates, has a claim while traveling, or requires assistance or additional information, call the ADMINISTRATOR.

EMERGENCY STATUS

In the event a MECHANICAL BREAKDOWN occurs and your VEHICLE becomes inoperative during evening/night hours, holidays or weekends, you have the authority to have the VEHICLE repaired under "Emergency Status" not to exceed four hundred dollars ($400.00). You must obtain from the repair facility proper documentation relating to the VEHICLE and performed repairs. You must then contact the ADMINISTRATOR at 877-238-3417 the next business day to determine coverages under the terms and conditions of this CONTRACT. Only reasonable and customary COSTS will be paid.

EMERGENCY ROADSIDE ASSISTANCE **CALL *1-866-273-4699***

The following Emergency Roadside Services will be provided for you on the covered VEHICLE up to a maximum of $80.00 per occurrence. The obligor and administrator for the Emergency Roadside Services is Allstate Motor Club.

TOWING – If an emergency tow is required as a result of a mechanical failure, the covered VEHICLE will be towed back to the selling dealership (if within 50 miles) or the nearest certified repair facility, up to the program limits of $80.00 per occurrence.

BATTERY SERVICE – a "jump start" will be applied in an attempt to start the covered VEHICLE.

FLAT TIRE CHANGE – Service will be provided to remove the flat tire and replace it with your properly inflated spare tire.

LOCK-OUT – If your keys are accidentally locked inside the covered VEHICLE, we will provide assistance to gain entry to the VEHICLE (proper identification will be required beforehand).

FUEL, OIL, FLUID AND WATER DELIVERY – If your VEHICLE requires an emergency supply of fuel, oil, fluid or water, we will arrange a delivery to you. You will be required to pay for the actual costs of the fuel, oil, fluid or water when it is delivered.

TRIP INTERRUPTION – In the event of a MECHANICAL BREAKDOWN occurring more than 100 miles from your home and caused by a part covered by this CONTRACT, even a part covered by this CONTRACT that is also covered by the manufacturer's warranty, you may receive up to $125 per day up to 3 days for meals and lodging. Contact 1-866-273-4699.

SUBSTITUTE TRANSPORTATION

Should the PURCHASER'S VEHICLE become inoperable due to the MECHANICAL BREAKDOWN of a part (not excluded), upon authorization, payment will be provided to reimburse the PURCHASER for actual expenses incurred when renting a vehicle from a licensed car rental agency. Benefits will be allowed only for reasonable time necessary to complete the repair with a maximum benefit of five (5) calendar days. Maximum daily rental allowance is thirty-five dollars ($35.00) per day, not to exceed one hundred seventy-five dollars ($175.00) per visit. If due to parts availability, and the repair cannot be completed in five (5) calendar days, an additional five (5) days may be allowed at thirty-five dollars ($35.00) per day with a maximum additional benefit of one hundred seventy-five dollars ($175.00), provided additional authorization is obtained from the ADMINISTRATOR.

PURCHASER'S DUTIES, OBLIGATIONS AND MAINTENANCE REQUIREMENTS

The PURCHASER acknowledges he/she has read, understands and accepts the terms and conditions of this CONTRACT, and has not relied upon the statements or promises of any person unless expressly stated in this CONTRACT. It is the PURCHASER'S responsibility to retain and have available upon request, all service records and/or receipts for proof of purchase for services and required materials.

To receive the full benefits of this CONTRACT, the PURCHASER must follow the manufacturer's recommendations as specified in the owner's manual for maintenance. Manufacturer's maintenance interval recommendations are for "normal" operating conditions. Special operating conditions (e.g. short duration trips, idling and/or low speed operation in stop or go traffic, towing of a trailer, operation in dusty areas) require increased frequency of maintenance services. Complete details are in owner's manual.

It is the PURCHASER'S responsibility to check fluid levels on a weekly basis. If contamination of lubricants or fluids occurs, immediate servicing is required.

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COVERED AND NON-COVERED ITEMS

This CONTRACT will cover necessary repairs to ALL of your vehicle's mechanical and electrical parts, **except** for those items listed under 'MAINTENANCE AND PARTS EXCLUDED" and "OTHER EXCLUSIONS FROM COVERAGE".

MAINTENANCE AND PARTS EXCLUDED

1. Maintenance services and parts, including: engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, radiator hose, heater hose, by-pass hose, wiper blades, air conditioning recharge, fluids, spark/glow plugs and wires, manual clutch disc lining, pressure plate, throwout bearings, brake pads, drums, rotors and linings, distributor cap, wiper arms, pcv valve and pcv hose/line and exhaust system (except exhaust manifold).
2. Alignment of bumper and body parts, service adjustments/cleaning, tightening of fasteners (nuts, bolts, screws). Door handles, door hinges, cup holders, consoles, knobs, televisions, telephones, air shocks and air springs.
3. Glass, lenses, sealed beams and light bulbs. Headlamp assembly, tail light assembly, brake light assembly and fog lamp assembly.
4. Tires, wheels and studs, wheel covers, battery and cables, shock absorbers.
5. Aftermarket parts and accessories not produced by the VEHICLE'S manufacturer.
6. Bumpers, impact absorbers, sheet metal, body panels, frame and sub-frame, welds, carpet, trim, upholstery, convertible or vinyl tops, moldings and bright metal, air and water leaks, wind noise, weather strips, squeaks and rattles, paint, rust, airbag systems, safety restraint systems, dashpad and sun visors.
7. Loss caused by contaminated fuel system, exhaust system. Fuel injectors covered for electrical failure only.

OTHER EXCLUSIONS FROM COVERAGE

1. Any loss/expense occurring out of the repair and /or replacement of a part not authorized by the ADMINISTRATOR.
2. A MECHANICAL BREAKDOWN occurring to a VEHICLE operated outside the United States of America or Canada.
3. Any loss or expense occurring out of the repair and/or replacement of maintenance service or excluded parts (refer to Maintenance and Parts Excluded section).
4. The cost of diagnostic inspection, disassembly and/or reassembly, if the inspection determines that the failure was not a MECHANICAL BREAKDOWN under the TERMS AND CONDITIONS of this CONTRACT.
5. Damages caused by predetonation or detonation are not considered a MECHANICAL BREAKDOWN under the terms and conditions of this CONTRACT.
6. A MECHANICAL BREAKDOWN of a part resulting from the PURCHASER'S refusal to previously perform reasonable repairs and/or maintenance services recommended by the repair facility or ADMINISTRATOR.
7. Excessive COST to repair or replace a part. Reasonable COST being: Manufacturer's suggested retail price on parts and labor hours (determined by a flat rate labor manual, e.g. Chilton) multiplied by the customary regional labor charge for the repair/replacement of a protected part.
8. Loss caused by a failure to properly operate or care for the VEHICLE (before or after a MECHANICAL BREAKDOWN occurs) including: negligence, damage, misuse, abuse, using the VEHICLE for competitive driving, racing or off road trails or pulling a trailer exceeding the manufacturer's rated capacity of the VEHICLE.
9. For any MECHANICAL BREAKDOWN caused by freezing, inadequate coolant, lubricants or fluids, or any MECHANICAL BREAKDOWN to a part resulting from contamination of fluids, rust, corrosion, foreign material, sludge or carbon deposits.
10. If there are modifications and/or alterations to the VEHICLE not recommended by the manufacturer, including, but not limited to, all frame or suspension modifications, lift kits, lowering kits, emissions and/or engine modifications (improved air filters are not considered a modification) done before or after the effective date of this contract, the VEHICLE does not qualify for coverage. Any failure to a covered part due to improper tire/wheel size.
11. Loss or expense to the VEHICLE, when the odometer is inoperative or stopped, improper recorded calculation, tampered with or altered.
12. Repair or replacement of a part to correct conditions that existed prior to the inception date of this CONTRACT.
13. Repair/replacement of any part(s) while covered by any Manufacturer's Warranty, a repairer's guarantee or by an insurance policy, which shall be responsible for such repairs whether collectible or not.
14. Repair or replacement of any parts not supplied by the factory and/or does not meet or exceed factory specifications.
15. Collision or upset, breakage of glass, missile, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, smoke, bodily injury or property damage arising or allegedly arising from a defect of a part.
16. **Ineligible Vehicles**: Any vehicle used for rental, shuttle, taxi, limousine service, delivery or hauling services, police, fire or emergency services or other public service vehicles, security services, oil field vehicles, cable or line installation/removal vehicles. Any vehicle equipped with dump bed, towing equipment, snow plow, cherry pickers, lifting or hoisting equipment (excluding handicap lifts), step van, high-cube van or box bodies. Any grey market vehicles, salvaged or branded title vehicle or vehicles where the manufacturer's warranty has been voided or rescinded. Vehicles sold by other dealers, lessors or private parties. Any vehicle considered a Classic (older than 20 years) or any diesel vehicle older than 1990. Any vehicle which has been mechanically modified from the original manufacturer's specification. All commercial use vehicles. Any vehicle manufactured as a cab or chassis or over one ton or over 13,000 lbs. GVWR. Vehicles equipped

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with more than 10 cylinder engines. Twin turbo equipped vehicles. Any GM vehicle with HT4100 engine. All limited production and/or exotic vehicles that are considered high performance, including, but not limited to, all models of Alfa Romeo, Daewoo, Jaguar, Peugeot, Porsche, Renault, Sterling, Yugo, Hummers, Land Rovers, Range Rovers and Vipers. The Mercedes Maybach and the Mercedes 500 and 600 series and any Mercedes with more than 6 cylinders or with a diesel engine or with an AMG engine; the BMW 600, 700 and 800 series and the BMW Z3, 4, 8 and M series; the Ford GT; the Mitsubishi 3000GT, VR4 and Evolution; the Acura NSX; the Honda FCX; the Volkswagen Phaeton; Chevrolet Corvette ZO6 and ZR1; Dodge Stealth; Ram SRT-10 truck; Audi A8, R8 and S models. Rental vehicles; motor homes; RV's. Any vehicle not listed on the rate chart or listed as ineligible in the procedure manual.

17. **IF THE CONTRACT IS NOT PURCHASED THROUGH A DEALERSHIP AT THE SAME TIME AS THE PURCHASE OF THE COVERED VEHICLE, THEN THERE IS A THIRTY (30) DAY AND ONE THOUSAND (1,000) MILE CLAIMS ELIMINATION PERIOD FROM THE CONTRACT PURCHASE DATE BEFORE COVERAGE BEGINS.**

OTHER ITEMS OF IMPORTANCE

LIMIT OF LIABILITY

The total of all benefits paid or payable under this CONTRACT shall not exceed the price the PURCHASER paid for the VEHICLE (excluding taxes, license and fees). In no event will the liability for each MECHANICAL BREAKDOWN under this CONTRACT exceed the actual cash value of the VEHICLE (based on the current NADA trade-in value) at the time immediately preceding the MECHANICAL BREAKDOWN. The PROVIDER'S liability for incidental and consequential damages including, but not limited to, loss of use of specified VEHICLE or resulting inconvenience, loss of time, storage charges, lodging, other travel cost, income, maintenance, or from the breach of any implied warranties arising by law, is expressly excluded. The PROVIDER may direct termination of this CONTRACT, if the operation of the VEHICLE fails to comply with the terms and conditions of this CONTRACT.

TRANSFER PROCEDURE

This CONTRACT provides transfer benefits for the original PURCHASER and the specified VEHICLE only. The CONTRACT is transferable one time, subject to a fifty dollar ($50.00) transfer fee, provided: A) transfer is being made from original PURCHASER to a subsequent private owner (it may not be transferred to a dealer or the customer of a dealer); B) proof of transfer of the remaining Manufacturer's Warranty is provided; C) acceptable documentation that the VEHICLE was maintained in accordance with the "Maintenance Requirements" of this CONTRACT. Contact the ADMINISTRATOR at 1-877-238-3417 for instructions to receive this benefit. Submission must be completed within thirty (30) days of sale of VEHICLE.

CANCELLATION PROCEDURES

To cancel: PURCHASER/LENDER (A) must contact the SELLER to complete and sign the written cancellation form; (B) provide an odometer statement or other documentation of cancellation miles; and (C) if repossessed, provide a letter from the LENDER containing repossession date and mileage. (D) SELLER will provide ADMINISTRATOR with the cancellation documents. (E) ADMINISTRATOR will calculate the refund. (F) SELLER will issue the check to the PURCHASER/LENDER. If the PURCHASER/LENDER is unable to contact the SELLER, contact the ADMINISTRATOR at 877-238-3417 for assistance.

This CONTRACT provides cancellation benefits for the original PURCHASER/LENDER/PROVIDER only. The PURCHASER/LENDER/PROVIDER may cancel this CONTRACT at any time, including when a loss of the CONTRACT occurs or when you sell the VEHICLE without transfer of this CONTRACT. For Missouri contracts, written notice to the PURCHASER will be mailed within fifteen (15) days of cancellation. In the event a request from the PURCHASER/LENDER/PROVIDER is made within sixty (60) days of purchase (or, if the CONTRACT was mailed, within 20 days after the mailing date) and no claims have been filed, a flat cancellation will be allowed. If the PURCHASER/LENDER/PROVIDER requests a cancellation after sixty (60) days or has filed a claim, the ADMINISTRATOR agrees to calculate and make available a pro-rata refund percentage figure based on time or mileage, whichever refund is less (less any paid claims if the CONTRACT was not purchased at the time of the VEHICLE purchase). The PROVIDER and SELLER agree to return their respective portions of the pro-rata refund. The LENDER will be the sole payee when the collateral has been repossessed or is a total loss and the lien is still active. In most cases, the SELLER will issue the final refund check to the PURCHASER/LENDER. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days. All cancellations are subject to a fifty dollar ($50.00) cancellation fee, except flat cancels.

BINDING ARBITRATION CLAUSE

If the PURCHASER and the ADMINISTRATOR/PROVIDER fail to agree on any matter concerning this CONTRACT, both parties hereby agree to submit to have the matter settled through arbitration. Utilizing the Streamlined Arbitration Rules Of The National Arbitration Association, the PURCHASER and the ADMINSTRATOR/PROVIDER will each select an arbitrator and the two arbitrators selected in this fashion will select a third arbitrator. The decisions of any two of the three arbitrators is final and will be binding upon the PURCHASER and the ADMINISTRATOR/PROVIDER. The costs of the arbitration are to be bound equally by the parties and each party is responsible for their own legal representation costs if they should choose to be represented by an attorney. Class wide arbitration is not permitted under this contract.

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OUR RIGHTS TO RECOVER FUNDS PAID ON YOUR BEHALF

If you have a right to recover any funds that we have paid under this CONTRACT, you hereby assign those rights to us. Your rights become our rights and you agree to do whatever is necessary to enable us to enforce those rights. We shall be entitled to retain only funds that reimburse our actual costs and only after you are fully compensated for your loss.

SUBROGATION CLAUSE

The PURCHASER hereby assigns to the ADMINISTRATOR all rights to proceed against any supplier, rebuilder, or manufacturer for the cost of any defective covered part or any consequential damages or costs paid by the ADMINISTRATOR arising from the defective covered part.

REFUND FOR NO CLAIMS

If any representation has been made to you that you would receive a refund of the CONTRACT purchase price if you made no claims during the CONTRACT term, such representation was made without the consent of the ADMINISTRATOR or PROVIDER and is not binding on the ADMINISTRATOR or PROVIDER. The ADMINISTRATOR and PROVIDER do not offer a cost refund of the CONTRACT price after the CONTRACT term has expired if no claims are made.

This document shall serve as a receipt for your purchase of the extended vehicle service CONTRACT.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

_____ _____

Purchaser's Signature Date

_____ _____

Purchaser's Signature Date

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