



250 NE Mulberry Lee's Summit, Missouri 64086

# POWERTRAIN CARE PRE-OWNED 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**

Registration No. _____		Serial No. _____	
<b>PURCHASER</b>		<b>SELLER</b>	
<b>LENDER</b>			
Vehicle: _____	Year: _____	Fuel Type: _____	Number of Cylinders: _____
Vehicle Code: _____		Mfg. Power Train Warranty: _____	Drive Train: _____
Vehicle Purchase Price: \$ _____		Vehicle Sale Date: _____	Original In-Service Date: _____
Deductible \$ _____	Rental \$25.00	Contract Purchase Price (Single Payment) _____	Business Usage _____
<b>EXPIRES ON</b>		<b>OR WHEN ODOMETER EXCEEDS</b>	<b>One Ton Vehicle MILES, WHICHEVER OCCURS FIRST</b>

### TERMS AND CONDITIONS

**CONTRACT:** This Vehicle Service Contract ("CONTRACT") is between the Provider ("PROVIDER") and the Purchaser ("PURCHASER") of the Vehicle ("VEHICLE") as specified above. The CONTRACT provides specific protection for the listed parts 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 of the parts listed in this CONTRACT as authorized by the ADMINISTRATOR, if required due to a MECHANICAL BREAKDOWN. The decision concerning procedure to repair or replace the listed 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). COST is defined as repair costs that are recognized locally and/or nationally for a similar repair. (We may use published parts and labor guides to establish our costs.) As a condition pursuant to the obligations to provide for the payment of authorized repairs, the PURCHASER shall have complied with all terms and conditions of this CONTRACT.

**ADMINISTRATOR:** Means 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. This Contract is between You and the Provider. The Provider's performance under this Contract is insured by a policy issued by First Colonial Insurance Company, 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:** The term Mechanical Breakdown ("MECHANICAL BREAKDOWN") as used in this CONTRACT, is defined as a breakage or total failure of a listed part, whereas the breakage/failure is the primary cause making that specific part incapable of performing the function for which it was designed and utilized. BREAKDOWN DOES NOT PROVIDE FOR REPAIR OR REPLACEMENT TO INCREASE PERFORMANCE OR CORRECT GRADUAL REDUCTION IN OPERATING PERFORMANCE, NOR DAMAGE RESULTING FROM THE FAILURE OF NON-LISTED PARTS.

**DEDUCTIBLE:** In the event of a BREAKDOWN of a listed 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 BREAKDOWN of a listed 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.

**SUBSTITUTE TRANSPORTATION:** Should the PURCHASER'S vehicle become inoperable due to the breakdown of a listed part, 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 twenty-five dollars (\$25.00) per day, not to exceed one hundred twenty-five dollars (\$125.00) per visit.

### LISTED PARTS

**ENGINE:** Limited to All Internally Lubricated Parts (excluding valve seals). **EXTERNAL:** Intake Manifold, Exhaust Manifold, Harmonic Balancer, Metal Valve Covers, Metal Timing Gear Cover, Timing Belt, Water Pump, Distributor Housing and Shaft, Fan Clutch, Fan Blade, Fuel Pump and Engine Mounts, the Engine Block, Engine Head(s), Cylinder Barrels and Rotor Housing, **if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect.**

**DIESEL ENGINE:** Limited to All Internal and External Parts as listed above in the Engine Section.

**ROTARY ENGINE:** Rotor, Eccentric Shaft, Eccentric Shaft Bearings, All Internal and External Parts as listed above in the Engine Section.

**TURBO/SUPERCHARGER:** Internal Parts, Vanes, Shaft and Shaft Bearings, the Housing **if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect.**

**TRANSMISSION:** All Internally Lubricated Parts contained within the Transmission Case. **EXTERNAL:** Flywheel, Flex Plate, Torque Converter, Vacuum Modulator and Transmission Mounts, the Transmission Case, **if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect.**

**TRANSFER UNIT - 4X4:** All Internally Lubricated Parts contained within the Transfer Case, the Transfer Case, **if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect.**

**DRIVE AXLE ASSEMBLY(Front and Rear):** All Internally Lubricated Parts contained within the Differential Housing or Final Drive Case. **EXTERNAL:** Axle Shafts, Axle Bearings, Constant Velocity Joints, Front Hubs and Front Hub Bearings, Drive Shaft, Carrier Bearing, Universal Joints and Yokes, the Differential Housing and Final Drive Case, **if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect.**



Mechanical Breakdown Protection, Inc.  
Administrator: 1-877-238-3417  
www.mbpnetwork.com

### POWER TRAIN CARE USED

Registration No.:

Expires on: \_\_\_\_\_ **OR**  
When odometer exceeds: \_\_\_\_\_ Miles  
VIN Nbr: \_\_\_\_\_  
Deductible: \$ \_\_\_\_\_  
Seller: \_\_\_\_\_

**Roadside Assistance - 1-866-273-4699**

## WHAT TO DO IN THE EVENT OF A 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. In the event that we are unable to obtain favorable conditions for the repair of covered failures at a particular repair facility we reserve the right to prohibit the use of that facility for providing covered repairs. In any such case, at your request, we 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. We reserve the right to require an inspection of Your Vehicle prior to repairs.
4. Within 90 days, mail necessary documentation to ADMINISTRATOR for authorized reimbursement.

### REPAIR FACILITY

1. The repair facility must contact the ADMINISTRATOR 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 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.

### PURCHASER'S RESPONSIBILITIES 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 recommended maintenance schedule or must have the VEHICLE serviced as follows:

1. Every 3 months or 3,000 miles, change engine oil and oil filter, lubricate and service chassis, steering linkage and check all fluids.
2. Every 12 months or 12,000 miles, replace air filter, replace fuel filter.
3. Every 24 months or 24,000 miles, repack serviceable front and/or rear wheel bearings, change transmission fluid and filter.
4. Every 30,000 miles, change engine coolant.
5. 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.

### EXCLUSIONS FROM COVERAGE

This CONTRACT does not provide coverage for:

1. ANY LOSS/ EXPENSE FROM THE REPAIR AND/OR REPLACEMENT OF A LISTED PART NOT AUTHORIZED BY THE ADMINISTRATOR.
2. A BREAKDOWN occurring to a VEHICLE operated outside the United States of America or Canada.
3. The cost for maintenance services and the parts required (i.e. engine oil, lubricants, filters, fluids, spark plugs, belts, hoses, thermostats or the like) or any part not required in connection with the authorized repair or replacement of a listed part.
4. The cost of diagnostic inspection, disassembly and/or reassembled, if the inspection determines that the failure was not a BREAKDOWN under the terms and conditions of this CONTRACT.
5. The cost of repair to correct poor performance, low compression and/or oil consumption (i.e. pistons, piston rings, cylinder tapers, valves, valve guides, valve seals and valve seats). Damages caused to the above listed parts by pre-detonation or detonation are not considered a BREAKDOWN under the terms and conditions of this CONTRACT.
6. A BREAKDOWN of a listed part resulting from the PURCHASER'S refusal to previously perform reasonable repairs recommended by the repair facility or ADMINISTRATOR.
7. Excessive cost to repair or replace a listed part. Reasonable cost being: Manufacturer's suggested retail price on parts and labor hours determined by a flat rate labor manual (i.e. Chilton) multiplied by the customary regional labor charge for the repair/replacement of a listed part.
8. Loss caused by a failure to properly operate or care for the VEHICLE (before or after a 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 BREAKDOWN caused by overheating (regardless of the cause), freezing, inadequate coolant, lubricants or fluids, or any BREAKDOWN to a listed part resulting from contamination of fluids, rust, corrosion, foreign material, sludge or carbon deposits.
10. If there are modifications to the VEHICLE not recommended by the manufacturer done before or after the effective date of this contract and that modification results in a failure of a covered part, that covered part is not eligible under this contract.
11. Repairs needed because of modifications not authorized BY THE MANUFACTURER INCLUDING improper tire/wheel size.
12. Loss or expense to the VEHICLE, when the odometer is inoperative or stopped, improper recorded calculation, tampered with or altered.
13. Repair or replacement of a listed part to correct conditions that existed prior to the inception date of this CONTRACT.
14. 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.
15. Repair or replacement of any part not supplied by the factory and/or does not meet or exceed factory specifications.
16. 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 listed part.
17. Ineligible vehicles: Any vehicle used for rental, shuttle, taxi, limousine service, delivery or hauling services, newspaper or mail delivery, police or law enforcement services, fire, ambulance 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 or motor homes. Any grey market vehicles, salvaged or branded title vehicle or vehicles where the manufacturer's warranty has been voided or rescinded. 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, the BMW 600, 700, 800, Z3, Z4, Z8 and M series, the Ford GT, the Mitsubishi 3000GT, the Mitsubishi VR4. Rental vehicles, motor homes, RV's. Any vehicle manufactured as a cab or chassis or over one ton or over 13,000 lbs. GVWR. 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.
18. Consequential damage: Defined as damage created to non-listed parts by a listed part BREAKDOWN.

**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) the VEHICLE has less than 80,000 miles at time of sale/transfer; B) 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); C) proof of transfer of the remaining Manufacturer's Warranty is provided; D) 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.



Registration No.

Serial No.

**CANCELLATION PROCEDURES:** 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. Written notice to the Purchaser will be mailed within fifteen (15) days of cancellation. To cancel, you must submit a written request and return this CONTRACT to the Selling Dealer or directly to US. In the event a request from the PURCHASER/LENDER/PROVIDER is made within sixty (60) days of purchase 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. The PROVIDER and SELLER agree to return their respective portions of the pro-rata refund to the PURCHASER/LENDER/PROVIDER. In the event of a lien the LENDER will be named as co-payee on the refund check. The LENDER will be the sole payee when the collateral has been repossessed or is a total loss. 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. For GMAC financed contracts that are cancelled within thirty (30) days of purchase, the cancellation fee is waived. TO CANCEL THIS CONTRACT: A) return to the Selling Dealer; B) surrender the original copy of this CONTRACT; C) provide an affidavit stating the odometer reading at time of request. If this is not possible, contact the ADMINISTRATOR at 877-238-3417 for assistance.

**ARBITRATION:** If You and We fail to agree on any matter concerning this Contract, we each hereby agree to submit to have the matter settled through arbitration. Utilizing the STREAMLINED ARBITRATION RULES OF THE NATIONAL ARBITRATION ASSOCIATION, You and We 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 You and Us.

**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.

**FOR EMERGENCY ROADSIDE SERVICES CALL 1-866-273-4699**

**EMERGENCY ROADSIDE ASSISTANCE**

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 Auto Road, Inc., P.O. Box 55698, Sherman Oaks, CA 91413.

**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, 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 with **Your** proper identification.

**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, if so requested.

In the event a **Breakdown** occurs and **Your Vehicle** becomes inoperative during evening/night hours, holiday or weekend, **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** the next business day by calling the **Administrator** phone number listed on the face of the contract to determine coverages under the terms and conditions of this **Contract**. Only reasonable and customary costs will be paid.

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** (Mechanical Breakdown Protection, Inc. "MBPI") and is not binding on the **Administrator**. MBPI **does not** offer a cost refund of the **Contract** price after the **Contract** term has expired if no claims are made.