

**PINNACLE PROTECTION PLAN**

**Administered by:**  
**MPP CO., INC.**

**In Florida, Administered by:**  
**OLD UNITED CASUALTY CO.**  
**(Florida License # 03041)**

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

**P.O. Box 795**  
**Shawnee Mission, Kansas 66201**  
**Call Toll Free 1-800-866-6090**

**NEW MOTORCYCLE/ATV PREMIER COVERAGE**  
**XX MONTHS**

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

**AGREEMENT NUMBER:**  
123456  
**COVERED VEHICLE VIN:**  
12345678912345678

<i><b>Pinnacle</b></i> PINNACLE PROTECTION PLAN		
<b>Vehicle I.D. No.</b> 12345678912345678	<b>Agreement No.</b> 12345678	
<b>XX MONTH</b>	<b>\$25 Deductible</b>	<b>NEW MC/ATV</b>
<b>JOE CUSTOMER</b>		
<b>Agreement Expiration Date:</b> <b>XX/XX/XXXX</b>		

**Agreement Expiration Date:** XX/XX/XXXX  
**Deductible** \$25

COVERAGE UNDER THIS AGREEMENT STARTS ON THE DATE IT IS PURCHASED AND ENDS ON XX/XX/XXXX.

This is your Pinnacle 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
- Expiration Date

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

**DEFINITIONS:** The following are key words and phrases which are included in these Plan provisions which have particular meaning:

You, Your – means the Plan purchaser.

We, Us, Our–means the Provider stated in Appendix A.

Mechanical Breakdown - means the failure of an original manufacturer installed or like replacement covered part, making that covered part incapable of performing the function for which it was designed by the manufacturer, due to defects in materials, faulty workmanship.

Plan – means the Pinnacle Protection Plan Motorcycle Service Agreement which is a service contract or service agreement.

Vehicle – means the covered motorcycle, moped, scooter or ATV listed in the Declaration Section.

Selling Dealer – means the Dealer that sold You Our Plan.

Dealer – means a Vehicle sales and/or service facility authorized by Us to sell and/or service Our Plans.

**SERVICE AGREEMENT:**

This Plan is a service agreement and/or referral agreement between You and Us. It protects You should a Mechanical Breakdown occur during normal use. We are responsible for fulfillment of the provisions under this Plan.

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 (DBA Vantage Casualty Company in California). You are entitled to make a direct claim against the insurance company if We fail to pay any claim covered under the provisions of this agreement within sixty (60) days after proof of loss have been filed with Us.

The Administrator and/or Old United Casualty Company are not a party to, and shall not be liable for, any “guaranteed price refund” offered or made by the Dealer who sold You this service agreement.

All inquiries regarding Your Plan should be directed to the Selling Dealer or Us.

**PLAN PROVISIONS:**

These are Your Plan provisions. You must present Your Plan provisions to the Dealer when requesting Plan service. They describe the Plan You purchased and identify You and Your Vehicle as being eligible for Plan service.

**IMPORTANT!** The issuance of a Plan provision by Us or payment of a previous claim shall not be deemed as a waiver of Our rights to refuse to pay any claim or cancel the Plan should it be subsequently discovered that there has been a material misrepresentation or fraud at the time of sale of the Plan and the Vehicle for which the Plan was purchased was not eligible for coverage.

**LIMITS OF LIABILITY:**

The most We will pay for a loss will not exceed the actual cash value of Your Vehicle at the time of the Mechanical Breakdown, less the deductible shown in the Declaration Section. The actual cash value of Your Vehicle will be determined based on guidelines contained in the current edition of the N.A.D.A. Appraisal Guide. The total of all claims paid during the term of this Plan shall in no event exceed the Vehicle purchase price.

**PLAN COVERAGE AREA:**

Coverage applies to Mechanical Breakdowns repaired within the boundaries of the United States of America and Canada.

**DEDUCTIBLE:**

Means the amount you must pay for covered component repairs performed during each repair visit. Your Deductible is identified on page 1. This deductible does not apply to the pick-up and delivery reimbursement.

**OBTAINING PLAN SERVICE:**

In the event of a Mechanical Breakdown or component failure, the Selling Dealer will provide Plan service at their place of business. If the Selling Dealer retires from business, or if You move out of the area, or have a claim while traveling, or Your Selling Dealer is unable to perform the required repairs, go to Your nearest Dealer and request service under the Plan. Plan service obtained from other than an authorized Dealer is not reimbursable unless approved by Us before the service is performed. We must authorize all claims prior to starting the repair.

In the event of a Mechanical Breakdown, follow these procedures:

1. Cease operating the Vehicle to prevent further damage. Failure to do this will cause any additional repair cost to be paid by You.
2. Return to the Dealer. The Dealer will inspect and diagnose the cause of failure, and estimate the cost of parts and labor to complete the repair. If a failure is not covered by Your Plan, costs incurred for disassembly or diagnostic work are Your responsibility.
3. You or the Dealer must call Us prior to starting the repair(s). Depending on the circumstances, We reserve the right to inspect, investigate, or demand proof of maintenance before performance of repairs. In the event of irreconcilable dispute between the Dealer and Us, We shall have the right to take possession and remove Your Vehicle and move it to another Dealer's repair facility.
4. Provide proof of maintenance (if requested by the Dealer or Us).
5. Permit inspection before performance of repairs.
6. Cooperate in investigation of the Mechanical Breakdown.
7. Review and sign the service repair order acknowledging completion of the covered repairs and pay the Dealer the applicable deductible and any non-covered charges.

We may require the use of rebuilt, remanufactured, or parts of like kind and quality, to fulfill Our repair requirements under this Plan. The use of non-original manufacturer's parts is permitted.

**WHEN YOUR PLAN TERM AND COVERAGE STARTS AND ENDS:**

**New Plan Terms:** Your Plan Term commences on the Manufacturer's Warranty Start Date regardless of when You purchase Your Plan. Your additional Plan benefits begin on the date You purchase Your Plan. Mechanical Breakdown coverage begins when the manufacturer's warranty expires. Your term and coverage expires on the date indicated in the Declaration Section.

**WHAT THIS AGREEMENT COVERS:**

Subject to the terms and conditions herein, We will pay You or a repairer the fair cost to remedy any Mechanical Breakdown of Your Vehicle less the **DEDUCTIBLE**, except for the services, parts and adjustments listed under **WHAT IS NOT COVERED** and exclusions listed under **THIS AGREEMENT WILL NOT APPLY TO**. In either event, covered repairs must be performed by an authorized Selling Dealer or Dealer.

**ADDITIONAL PLAN BENEFITS:**

**RENTAL COVERAGE (ON-ROAD MOTORCYCLES ONLY):**

We will pay your out of pocket expenses to rent a replacement Vehicle from an authorized rental agency if:  
During the Agreement Term, repairs to Your Vehicle are caused by a Mechanical Breakdown and it is inoperable, the following schedule will be used, based on labor repair time, to reimburse You for substitute transportation.

Repair Time Required*	# of Days Allowed	Maximum Allowance
.1 – 8.0 Hours	1	\$20
8.1 – 16.0 Hours	2	\$40
16.1 – 24.0 Hours	3	\$60
24.1 – 32.0 Hours	4	\$80
32.1 – 40.0 Hours	5	\$100
40.1 and more	6	\$120

\*Repair time is the estimated repair time listed in the applicable National Manufacturer's "flat rate" repair manual.

The total dollar limit per repair visit can be increased over the above scheduled limits by \$60 with \$20 per day limit if covered repairs are delayed because of the Dealer's failure to deliver their manufacturer's replacement part and We are notified of the delay during the first day of the rental period. This benefit is not subject to a Deductible but is provided only for as long as we deem reasonable to complete repairs.

**PICK-UP AND DELIVERY:**

Pick-up and delivery reimbursement is available when a Mechanical Breakdown to a covered component disables Your Vehicle. Pick-up and delivery charges up to \$35 will be reimbursed when performed by a commercial place of business and is not subject to a deductible.

**ROAD-SIDE ASSISTANCE ALLOWANCE (ON-ROAD MOTORCYCLE ONLY):**

In the event of a Mechanical Breakdown of a covered component, You will be reimbursed up to \$35 per occurrence for a repair/service call to Your motorcycle, if at a location other than the repair facility, to perform a covered repair. The repair/service call must be performed by a commercial place of business. This benefit replaces the Pick-Up and Delivery benefit available per claim occurrence and is not subject to a deductible.

**OPTIONAL PACKAGES:** Manufacturer installed optional package coverage only apply, if You have paid the Selling Dealer an optional package surcharge and the coverage is indicated in the Declaration Section of Your Plan provisions. If applied and paid for, the components listed below are covered by this agreement. Components not listed below are not covered.

**OPTIONAL TRAILER PACKAGE:**

**Brake Components:** Master cylinder, hydraulic brake actuator and backing plate.  
**Frame Components:** Axle(s), brackets, couplers, fenders, hubs, wheel bearings, spring hangers, welds, and suspension springs.

**OPTIONAL ANTI-LOCK BRAKING SYSTEM PACKAGE (ON-ROAD MOTORCYCLES ONLY)** Selection of this additional option provides coverage for following excluded components: ABS electronic control module, pressure modulator valve, brake pump motor assembly & accumulator, and wheel speed sensors.

**OPTIONAL TOURING BIKE SYSTEM PACKAGE (ON-ROAD MOTORCYCLES ONLY)** Selection of this additional option provides coverage for the following excluded components: Digital dash components, control cables, factory installed audio system (excluding speakers), two-way radio receiver and transmitter.

**YOUR RESPONSIBILITY:**

Your responsibility is to properly operate, care for and maintain the Vehicle as prescribed in Your owner's manual. You must perform, at Your expense, and prove that You have so performed the maintenance recommended by the manufacturer. Failure to perform required maintenance will result in a loss of Your coverage and benefits. You must retain all maintenance and purchase receipts (indicating dates and services performed) to avoid any misunderstanding as to whether or not the maintenance services were performed as required.

**WHAT IS NOT COVERED:**

The maintenance, services and parts described in the manufacturer's maintenance schedule for Your Vehicle; Maintenance Items, Normal Wear Items, Cosmetic & Body Parts and Other Parts listed below.

**MAINTENANCE ITEMS:**

Other normal maintenance services and parts including, but not limited to: engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, fluids, miscellaneous and shop supplies, spark plugs, and spark plug wires.

**NORMAL WEAR ITEMS:**

Batteries, shock absorbers, entire clutch systems, manual and hydraulic linkages, distributor cap and rotor, windshield wiper blades, lens, sealed beams, light bulbs, brake drums, brake rotors, brake shoes, brake pads, exhaust pipes and baffles, weather strips, tires, caulking, sealants, washers, grouting, loose fasteners and connections, gluing, components, fusible links/fuses, fuel lines (rubber or metal), hoses, external belts/chains/sprockets and/or any damage caused by the loosening or improper adjustments of these parts.

**COSMETIC & BODY PARTS:**

Trim, moldings, bright metal, chrome, upholstery and carpet, paint, ornamentation, bumpers, plastic or rubber body parts, fenders, body sheet metal or panels, seats, grips, foot pegs, frame, weld failures or any damage as a result of a weld failure (regardless of the cause), faring, fenders, chain guards, dashboards, wheels or rims, spokes, tracks, safety restraint systems, glass, windshield., luggage or equipment racks and attachments, sissy bars, fastening hardware, kickstands, winches, and snowplows. In addition, correction of air and water leaks, wind noise, squeaks and rattles, as well as alignment of any body parts.

**OTHER PARTS:**

Carburetor, exhaust system (including, but is not limited to: pipes, baffles, manifolds, head pipe, chambers and silencers, catalytic converters or any state required emission parts), turn signals, wire connectors, radiators, GPS or other position tracking device, power windshield components, power mirror components, cables, and speakers. Anti-Lock brake system components, digital dash components, factory installed sound system components and two-way radio transmitters/receivers unless a New Vehicle Optional Package is selected. Front fork tubes and front hubs unless damaged by a covered suspension component. Steering stem shaft unless damaged by a covered steering component. Engine blocks/crankcase, cylinder heads/cylinder barrels, turbo charger housing, transmission case, primary drive case, rear hubs, differential housing,

transaxle housing, and final drive housing unless damaged by a covered internally lubricated component.

**THIS AGREEMENT WILL NOT APPLY TO:**

1. Repairs performed outside the boundaries of the United States of America and Canada.
2. Repair or replacement of any components not specifically covered by the Plan.
3. Damage caused by negligence, not performing proper maintenance, services, and repairs as outlined in Your Vehicle owner's manual, sludge, inadequate levels of coolants or lubricants, and the use of improper or non-equivalent parts. Abnormal use including towing, pulling, or plowing.
4. Repair to pistons, rings and/or pins due to carbon or "coking" condition. Repair to valves due to carbon, dished, tuliped or stuck condition. Repair due to detonation, overheating, pre-ignition, or lean or improper fuel mixture. The repair or replacement of valves or rings to correct lowered compression or oil consumption is not covered.
5. Any failure or damage where the cause is due to submersion or water ingestion (regardless of the cause).
6. Failure caused by use of equipment and accessories not installed by the manufacturer, or improper installation of these items.
7. Repairs performed by an unauthorized dealer or repair facility, or claims that did not receive prior authorization from the Administrator.
8. Additional service work requested by You or the Dealer other than necessary to satisfy the Plan covered repairs.
9. Vehicles that have been altered by the installation of carburetor jets or sprockets to meet local altitude requirements or to increase performance.
10. Similar repairs to the same component within a 90-day period.
11. Replacement of seals and gaskets due to seepage or overheating. Minor loss of fluid is not a Mechanical Breakdown.
12. Mechanical failures that exist at the time of retail sales, whether or not the failure would be otherwise addressable by the Plan.
13. The Plan is not responsible for damages or loss resulting from faulty or negligent repair work or from installation of defective parts.
14. Any damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists.
15. Any failure resulting from the trailer or other method of transporting the Vehicle.
16. Loss caused by foreign substance in the fuel, oil or coolant; improper fuel/oil mixture; clogged filters; and use of fuel and/or oil not recommended by the manufacturer.
17. Normal wear and tear. Many parts on Your Vehicle wear out over time in the normal use of Your Vehicle. This is not a defect in materials or workmanship and is not covered. These parts include, but are not limited to, Your muffler, resonator, and exhaust pipe. Additionally, over time, the compression on Your Vehicle may decrease due to normal wear and tear.

The repair or replacement of valves or rings to correct lowered compression or oil consumption from normal wear alone, is not covered.

18. Appearance, trim, non-moving chassis or body parts are not covered. These parts include, but are not limited to, paint and trim items, fenders, wheels, upholstery and chrome parts, lenses and windshields.
19. Mechanical Breakdowns covered by manufacturer's warranty, manufacturer's recall, factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise), any Vehicle service agreement, written warranty, or any insurance policy.
20. Damage to a non-covered part by a covered part(s) failure or to a covered part by a non-covered part(s) failure.
21. Repairs required as a result of fire, accident, impact, abuse, negligence, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, environmental damage, pollution, war, nuclear damage; failure to properly operate the Vehicle; rust, chemicals, salt, sap, sand, dirt, or other obstacles, cosmetic or paint changes, electrolysis, corrosion, smoke or soot, collision, freezing or ice damage, water damage, reverse polarity, deterioration, condensation, contamination; the failure or loosening of external fasteners, connectors or bolts.
22. Maintenance service and parts used in connection with such services such as alignments, adjustments, spark plugs, oil or fluids, belts, hoses, oil filters and clamps, miscellaneous and shop supplies, caliper pads, points, condensers, batteries, light bulbs, suspension slides, ski wear bars, drive belts, final drive train and tracks.
23. Any mechanical failure that occurs due to the Vehicle being operated below temperatures recommended by the manufacturer.
24. Removal and/or replacement of any material for necessary access to the product or covered component.
25. Gauges if there has been any tampering or alteration.
26. Liability for incidental and/or consequential damages, including but not limited to, death, personal injury, physical damage, property damage, loss of use of the described Vehicle, loss of time, loss of profits or wages, inconvenience and commercial loss.
27. Damage caused by continued use in a failed state, whether or not the original failure is addressable under the Plan.
28. Vehicles which have been used at any time for livery, taxi, renting/chartering, police/emergency, commercial towing, snow plow, hauling or delivery purposes, or any other commercial or business use.
29. To Your Vehicle if it has been modified or altered, except for modifications and alterations recommended by the Vehicle manufacturer.
30. To Your Vehicle if it is used for speed events such as races or acceleration trials.

**CANCELLATION:**

Provided there are no claims made, You may cancel this Plan within sixty (60) days for a full refund of the purchase price paid. After sixty (60) days or if there has been

claims made, You will receive a pro-rata refund of the purchase price paid, less a \$40 service charge and less claims paid. Should service charge and/or amount of claims exceed the refund amount, no refund is due to You. You must take Your Plan provisions to the Dealer where You purchased the Plan and sign a cancellation request form. The Dealer will contact Us to request termination of Your Plan. Refunds will be made to You and/or the lienholder by Your Dealer. If you no longer reside in the area where the Plan was purchased, or Your Dealer is no longer in business, mail Your cancellation request and Plan provisions to Us. **We may cancel this Plan in the event the charge for Your Plan has not been paid, if the Manufacturer's Warranty has been cancelled or voided, or if there is a material misrepresentation on the Service Agreement Application.** If We cancel, You will not be charged the service charge. Refunds will be made to You and/or the lienholder by Your Dealer. 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 Plan may not be repurchased or Plan coverage reinstated.

**TO TRANSFER YOUR PLAN:**

Unexpired Plan coverage may be transferred at the time of sale to the subsequent private purchaser of the Vehicle, provided the Plan has not been canceled, by mailing this Plan provision, transfer form, maintenance records, and a transfer fee of \$40 payable to Us. Transfer of the Plan must be made within thirty (30) days of the sale date to the subsequent private purchaser. If the remaining Plan coverage is not properly and timely transferred, the Plan coverage will no longer be in force and should be cancelled by the original Plan purchaser.

To transfer this Plan, complete the transfer form. Please be sure Your signature is included – Your signature signifies You have authorized transfer of Plan coverage to the new owner. It is the original Plan purchaser's responsibility to provide all maintenance records and receipts to the new owner upon transfer. Transfer requests will not be granted without the signature of the owner for whom these Plan provisions were issued. This Plan is not transferable or assignable if traded or sold to a dealer and should be canceled by the original Plan purchaser.