

# MINI Motoring Protection High Mileage Terms & Conditions

## 1. INTRODUCTION AND PARTIES

**A.** The vehicle service contract obligations arising out of the MINI Motoring Protection High Mileage Vehicle Service Contract ("Agreement") are between BMW of North America, LLC (except in Florida where the Obligor is BMW Extended Service Corporation, Florida License Number 65501), the service contract provider (hereinafter referred to as "Obligor," "Provider," "We," "Us," and "Our"), and the Customer whose information appears on the Registration Page (hereinafter referred to as "Customer," "You," and "Your"). In Oklahoma, the Obligor is BMW Extended Service Corporation. We have appointed Safe-Guard Products International, LLC (Safe-Guard Warranty Corporation in Florida and Oklahoma) to serve as the administrator of this Agreement.

**For administration and claims assistance, please contact the Administrator at 1-866-936-0210.**

**B.** Subject to the terms and conditions of this Agreement, We, in return for payment of the Agreement Retail Price, agree to cover the approved costs to repair, or to reimburse You for the approved costs of parts and labor (not to exceed the manufacturer's suggested retail price for part(s) and labor allowances listed in the MINI Warranty Labor Guide for Flat Rate Units ("FRUs")), to repair or replace a Covered Part due to a Mechanical Breakdown, subject to the terms, conditions, and limitations herein

## 2. DEFINITIONS

**For the purpose of this Agreement, the following terms shall mean:**

**A. Administrator** means Safe-Guard Products International, LLC in all states except Florida and Oklahoma, where Safe-Guard Warranty Corporation is the Administrator, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-844-245-1271.

**B. Agreement** means this MINI Motoring Protection High Mileage Vehicle Service Contract which You have purchased from the Seller.

**C. Agreement Coverage Term** means the length of time or the number of miles, whichever occurs first, for which this Agreement is in effect, as shown on the Registration Page.

**D. Agreement Effective Date** means the date upon which coverage begins under this Agreement which is the Agreement Purchase Date listed on the Registration Page unless this Agreement was purchased after the time-of-sale of the Covered Vehicle and the Covered Vehicle was no longer covered by the Manufacturer's New Vehicle Limited Warranty when you purchased this Agreement, in which case it means the date when the Waiting Period expires.

**E. Consequential Damage** means an event or damage that occurs separately as a consequence or result of the failure of any part, such as loss of time or use, inconvenience, commercial loss, personal injury or property damage.

**F. Coverage Plan** means the coverage plan on the Registration Page.

**G. Covered Part** means any original or like replacement part which is not specifically excluded from coverage in Section 5, Exclusions from Coverage.

**H. Covered Vehicle** means the vehicle which is covered by this Agreement, as described on the Registration Page.

**I. Current Odometer Reading** means the number of miles shown on the Covered Vehicle's odometer on the Agreement Purchase Date.

**J. Customer, You, Your** mean the individual(s) described on the Registration Page (the purchaser/lessee of the Covered Vehicle) and any Co-Buyer, if applicable, or the individual(s) to whom this Agreement was properly transferred.

**K. Deductible** means the amount You are required to pay, as listed on the Registration Page, towards the repair cost of a covered Mechanical Breakdown.

**L. Incidental Damages** means any damages or costs incurred by You after a Mechanical Breakdown in an effort to avoid additional loss.

**M. Mechanical Breakdown** means (i) the operational or structural failure of a Covered Part due to a defect in materials or workmanship or (ii) the failure of a Covered Part due to a gradual reduction in operating performance as a result of normal wear and tear, prior to the expiration of the Agreement Coverage Term. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

**N. Payment Plan Provider** means the entity through which the purchase of this Agreement is financed, as listed on the Registration Page.

**O. Permitted Commercial Purpose** means a commercial purpose generally categorized as "professional." A Permitted Commercial Purpose is generally limited to using the Covered Vehicle for transportation to and from commercial work-related activities, including, but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty services (e.g. electrician, carpenter and plumber). Permitted Commercial Purpose also includes light duty commercial use which is limited to a company or pool vehicle used for the following commercial purposes: ride share vehicles, business travel, site inspection, light delivery, service or repair, and snow removal, provided that the Covered Vehicle is equipped for snow removal, as recommended by the manufacturer.

**P. Pre-Existing Condition** means a condition that, within all reasonable probability, existed in or on the Covered Vehicle prior to the Agreement Purchase Date.

**Q. Prohibited Commercial Purpose** means a commercial purpose other than a Permitted Commercial Purpose. A Prohibited Commercial Purpose generally involves using the Covered Vehicle to perform commercial work-related functions, including, but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passenger for hire (taxi, limousine, or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, or if the Covered Vehicle is both registered/titled in a company's name and may be used by multiple drivers.

**R. Registration Page** means the first page of this Agreement. It lists information regarding You, the Covered Vehicle, the Coverage Plan selected, and other pertinent information.

**S. Seller** means the automotive dealership or other person or entity described on the Registration Page that sold this Agreement to the Customer.

**T. Waiting Period means the lesser of 30 days or 1,000 miles, whichever occurs first, from the purchase date of this Agreement if such date differs from the purchase date of the Covered Vehicle and the Covered Vehicle was no longer covered by the original manufacturer's warranty when You purchased this Agreement. No claims incurred during the Waiting Period are covered under this Agreement.**

**U. We, Us, Our, Provider, Obligor** mean BMW of North America, LLC 200 BMW Drive, Woodcliff Lake, NJ 07677-7731, , 800-831-1117. In Florida, the Obligor is BMW Extended Service Corporation, Florida License Number 65501, 200 BMW Drive, Woodcliff Lake, NJ 07677-7731. In Oklahoma, the Obligor is BMW Extended Service Corporation, 200 BMW Drive, Woodcliff Lake, NJ 07677-7731

## 3. GENERAL AGREEMENT TERMS

### A. Agreement Coverage Term

Coverage under this Agreement begins on the Agreement Purchase Date. The Agreement Coverage Term in months/miles, as listed on the Registration Page, will expire when (i) the number of additional months listed has been reached, as measured from the Agreement Purchase Date, or (ii) when the number of additional miles listed has been reached, as measured from the Current Odometer Reading, whichever occurs first. ***If You purchased this Agreement after the date that You purchased the Covered Vehicle, then Coverage under this Agreement begins after the expiration of the Waiting Period. However, an additional 30 days and 1,000 miles will be added to the Agreement Coverage Term so that You will not experience any reduction in the time or mileage that You selected at the time of purchasing this Agreement.***

### B. Commercial Use

The Covered Vehicle may be used for any Permitted Commercial Purpose. The Covered Vehicle may not be used for any Prohibited Commercial Purpose.

### C. Payments

The repair facility should perform authorized repairs covered under this Agreement without any charge to You for such repairs. If the repair facility does charge You for authorized repairs covered under