

## TERMS AND CONDITIONS

### 1A. INTRODUCTION & PARTIES:

All service contract obligations, including the Application (this "Agreement") are between Ford Motor Company, the Service Contract Provider (hereinafter referred to as "We", "Us" or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). Our Florida license number is 12118. You may contact Us at the following address:

**Ford/Lincoln Protect Headquarters**  
**P.O. Box 6045**  
**Dearborn, Michigan 48121**  
**Toll-free number 800-521-4144**

Ford Motor Service Company (Florida license number 42722) serves as Administrator under this Agreement and uses the same contact information listed above.

**FULL FAITH AND CREDIT STATEMENT:** All service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Company and are not guaranteed under a service contract reimbursement policy.

**2A. ENTIRE AGREEMENT: The Florida Office of Insurance Regulation does not regulate the rate charged for this Agreement.** This Agreement, which includes the Application, is the complete and exclusive statement of the agreement and understanding between You and Us regarding the extended service contract and related benefits for Your vehicle.

### 2B. WHEN COVERAGE BEGINS AND ENDS: For NEW PLAN

**AGREEMENTS,** Coverage begins at the New Vehicle Limited Warranty Start Date and Zero Miles. Coverage ends at the earliest of the Number of Months Purchased or the Number of Miles purchased from the New Vehicle Limited Warranty Start Date or Zero Miles.

**USED PLAN AGREEMENTS ON ELIGIBLE FORD, LINCOLN OR MERCURY VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE,** Coverage begins at the Signature Date and Current Mileage. Coverage **ENDS** the earlier of the Number of Months Purchased or the Number of Miles Purchased from the expiration of the New Vehicle Limited Warranty.

**USED PLAN AGREEMENTS ON ELIGIBLE FORD, LINCOLN OR MERCURY VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS),** Coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at the earlier of the Number of Months Purchased or the Number of Miles Purchased from the Signature Date and Current Mileage.

**3. DEFINITIONS:** In this Agreement, the following capitalized terms have the meanings assigned to them:

**Branded Vehicle** means a vehicle that has a valid certificate of title that indicates: (i) a salvage title, (ii) that the vehicle was stolen or (iii) that an insurance carrier insuring the vehicle determined that the physical damage to the vehicle exceeded the value of the vehicle.

**Commercial A** vehicle is employed in a "Commercial Use" and subject to applicable surcharge if:

- it is used primarily for business purposes, or for government purposes, including by an individual or multiple drivers of any government agency or municipality;
- it is used in a farm, delivery, or construction business;
- it is designated by the selling Dealer as a vehicle for "Commercial Use" when the sale is reported to the vehicle's manufacturer as a Commercial unit

**Competitive Make Vehicle** means any vehicle other than a Ford or Lincoln.

**Disappearing Deductible** means a deductible option under which there is no deductible charged for each Eligible Repair Visit when repairs or services are performed by the Selling Dealer.

**Emergency Repair** means necessary service or repair to an inoperable Vehicle at a dealer or repair provider other than a Ford or Lincoln dealership due to covered Failure

**Failure** means a cessation of normal mechanical or electrical functioning of the Vehicle components covered by this Agreement that arise from defects in materials or workmanship or caused by normal wear and tear covered by this Agreement

**Ford Blue Advantage (FBA) Upgrade Coverage** means mechanical coverage purchased for an additional price providing additional component coverage with longer term and/or mileage benefits on Ford (Gold or Blue) and Competitive Make vehicles (Blue only).

**Internal Lubricated Parts** means parts within the engine block that are part of the reciprocating/moving assembly including crankshaft, camshaft, pistons, connecting rods, valve train components (i.e. valves, springs, keepers, rockers, lash adjusters, tappets/lifters, piston rings, oil pump, oil pressure regulator and piston wrist pins).

**L-CPO (Lincoln) Upgrade Coverage** means PremiumCARE coverage purchased for an additional price providing longer term and/or mileage coverage on Lincoln vehicles.

**New Vehicle Limited Warranty** means the manufacturer's original limited bumper-to-bumper warranty covering a new Vehicle or the parts and components of the new Vehicle.

**Retail Value of the Vehicle** means the retail value of the Vehicle at the time immediately prior to the breakdown requiring repair or service, as determined by "National Auto Dealers Association (N.A.D.A.) Guide" or other nationally published vehicle valuation guide, taking into consideration the location, mileage and condition of the Vehicle.

**Scheduled Maintenance Services** means all scheduled maintenance services at the service intervals listed in the Scheduled Maintenance Guide for the Vehicle, including adherence to the normal or severe duty mileage and time requirements depending on vehicle usage.

**Selling Dealer** means the authorized Ford or Lincoln dealership that sold the service contract represented by this Agreement.

**Signature Date** means the date You signed the Application to this Agreement.

**Snowplow** means any new or used F-150 (except 2011-2012 model years), F-250, F-350, F-450 or equivalent Competitive Make pickup truck that is factory equipped with a Snowplow Prep Package and used to plow snow.

**Warranty Start Date, for the New Vehicle Limited Warranty,** means the date on which the Vehicle was placed into original service.

**Wear Items** means coverage for brake pads and linings, clutch disc, spark plugs, engine belts, coolant hoses, hose clamps and o-ring seals, wiper blades and shock absorbers/struts replaced due to normal wear and tear, not as part of a scheduled maintenance interval.

### 4. DEDUCTIBLES:

#### STANDARD DEDUCTIBLES

If You elected coverage with a Standard Deductible or Optional Deductible, We will charge You that deductible for each Eligible Repair Visit, regardless of the number of Failures to be repaired.

#### OPTIONAL DEDUCTIBLES

Deductible options are not available on LeaseCARE and RentalCARE Coverages. The \$0 Deductible Option is not available on Used Mechanical Plan Coverages.

**5. WHAT THIS AGREEMENT COVERS:** Subject to the deductibles, exclusions and other limitations in this Agreement and depending on

## TERMS AND CONDITIONS

the Plan Coverage You elected, We will either: (a) repair or replace covered Failures (including parts, labor costs and applicable taxes) or (b) reimburse You in the event of an Emergency Repair. We have the right to review the requested repair or inspect the Vehicle prior to authorizing any repair or reimbursement.

### 5A. COVERED ITEMS - "PowertrainCARE"

If You elected PowertrainCARE, the following items are covered Coverages.

**Engine** - Cylinder block and Internal Lubricated Parts, seals and gaskets, the cylinder heads, manifold (Exhaust, Intake and bolts), factory installed turbocharger/ supercharger units, timing chain (gears or belt), flywheel, valve covers, oil pan, timing chain cover, oil pump, water pump, thermostat, thermostat housing.

**(EXCEPTIONS: FUEL INJECTION COMPONENTS ARE NOT COVERED)**

**Transmission** - Transmission case and all internal parts including torque converter and transfer case (all internal parts), seals, gaskets and transmission control module

**Front-Wheel Drive** - Front drive housing and Rear Axle Housing for AWD (including all Internal parts), universal and constant velocity joints, axle shafts, locking rings (four-wheel drive vehicles), seals and gaskets, and automatic front locking hubs (four-wheel drive).

**Rear-Wheel Drive** - Drive axle housings and Front Axle Housing for 4X4 (including all Internal parts), universal and constant velocity joints, axle shafts, seals and gaskets, and driveshafts.

### 5B. COVERED ITEMS - "BaseCARE"

If You elected BaseCARE, You have PowertrainCARE coverage and coverage for the following additional items:

**Odometer and Speedometer** - odometer and speedometer, including all cables and connectors.

**Engine** - Metal fuel lines, harmonic balancer and bolt, and diesel injector pump.

**Steering** - Power steering pump, cooler and metal lines, couplings, seals and gaskets, manual and power steering gear housing and all internal parts, including linkages, control valve, column lock (tilt wheel), pulley assembly for power steering pump, and the idler arm **(excluding Power Steering Control Module)**.

**Front Suspension** - MacPherson struts, Upper and lower control arms, stabilizer bar, linkage and bushings, tie rods, kingpins and bushings, spindle and spindle supports, and front axle I-beam.

**NOTE: This coverage includes only the items listed in this paragraph and does not include either frontend alignments or wheel balancing, unless the repair to such items is required in connection with the repair of a Failure.**

**Brakes** - Master cylinder, calipers and wheel cylinders, combination valve, all metal lines and fittings, power brake booster, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, brake pedal shaft, brake chambers, air brake compressor, air brake foot valve, air brake quick release valve, air brake modulator relay valve, and air brake parking brake dash valve.

**NOTE: This coverage includes only the items listed in this paragraph and does not include brake drums, rotors, linings or pads, unless the repair to such items is required in connection with the repair of a covered Failure.**

**Air Conditioning** - Compressor, condenser **(excluding integral transmission cooler)**, evaporator, A/C compressor head, A/C compressor clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and field coil.

**Electrical** - Alternator, starter motor, voltage regulator, manually operated electrical switches, ignition switch, wiper motors, electronic ignition module, radiator fan relay, fuel pump, starter motor solenoid, wiring harnesses **(excluding spark plug wires)**, and

electrical components of a heated back glass. **NOTE: Heated back glass coverage is for electrical components only and does not include general glass damage or breakage.**

### 5C. COVERED ITEMS - "ExtraCARE"

If You elected ExtraCARE, You have PowertrainCARE and BaseCARE coverage and coverage for the following additional items:

**Engine** - Flywheel ring gear, diesel lift pump and gas and diesel fuel injectors.

**High Tech** - Automatic temperature control, air conditioner accumulator, heater blower motor, heater control assembly, heater core assembly, radiator **(excluding integral transmission cooler)**, radiator fan, radiator fan clutch or motor, ETA pump hose assembly, electronic instrument cluster **(excluding the dash pad, clock, audio and visual equipment)**, keyless entry system **(excluding door handles)**, power seat motors, power window motors and regulators, power antenna, power door locks **(excluding door handles and electronic key fobs)**, power door lock retainer clip, cruise control components, anti-lock brake module and sensor, electronic air suspension **(excluding air-lift bags)**, engine mounts, transmission vacuum module and mounts, and transmission module, distributor cap and rotor, fuel tank and lines, diesel injectors and line.

### 5D. COVERED ITEMS - "PremiumCARE"

If You elected PremiumCARE, all Failures are covered **EXCEPT for those items excluded in the Provision titled: "WHAT IS NOT COVERED BY THIS AGREEMENT."**

### 5E. COVERED ITEMS - "LeaseCARE"

If you elected LeaseCARE, You have PremiumCARE coverage with Wear Items.

### 5F. COVERED ITEMS - "Powertrain Wrap Coverage"

If You elected Powertrain Wrap Coverage, You have new PremiumCARE coverage for all components **except components covered under PowertrainCARE**. Powertrain Wrap Coverage applies only to the original Service Contract Holder for the selected coverage and is not transferable to any subsequent vehicle owner.

### 5G. COVERED ITEMS - "RentalCARE"

If You elected RentalCARE coverage, We will reimburse You for the actual charges up to \$60 per day (including tax) on Ford and Competitive Make vehicles and \$60 per day (including tax) on Lincoln vehicles (\$72 per day on Aviator, MKT, Navigator) that You incur to rent a motor vehicle for up to (3) days while Your Vehicle is being repaired as long as the service or repair is: (1) covered under the terms of this Agreement (2) covered by the New Vehicle Limited Warranty or (3) the result of a manufacturer's recall or customer satisfaction program and (4) the vehicle is rented from a Ford or Lincoln dealership or other commercial agency that rents or leases motor vehicles as its principal business. To determine the (3) day rental coverage period, the first day of coverage is the day You deliver Your Vehicle for repair or service. If You elected RentalCARE Coverage with a plan term beyond the 3 years or 36 months from the New Vehicle Limited Warranty, You will receive component coverage under our PremiumCARE plan upon expiration of the earlier of 3 years or 36 months from the New Vehicle Limited Warranty, for the additional plan term You selected.

## 6. ADDITIONAL BENEFITS

**6A. ROADSIDE ASSISTANCE COVERAGE** - For questions or inquiries, You should address correspondence to Ford/Lincoln Roadside at P.O. Box 9145, Medford, MA 02155. Roadside Assistance includes: (i) Roadside Assistance Items, (ii) Emergency Travel Expense Reimbursement, and (iii) Destination Assistance. The Roadside Assistance benefits provided under this Agreement are available from Ford/Lincoln Roadside 24 hours a day, 7 days a week.

## TERMS AND CONDITIONS

To request roadside assistance or for customer inquiries, call Ford Roadside at 800-241-3673 or Lincoln Roadside 800-521-4140.

Service providers who provide Roadside Assistance are independent contractors and not employees, agents or representatives of Ours or of Our subcontractors.

**1. ROADSIDE ASSISTANCE ITEMS COVERED:** Roadside Assistance provides coverage of up to \$100 in benefits for the following items (including the cost of the service call and labor costs for services performed at the site of the disablement): (a) lock-out assistance; (b) flat tire changes; (c) battery jump starts (electric Vehicle's main power cell batteries are not included in this coverage); (d) out of fuel assistance, which provides the delivery of gasoline or diesel fuel to You, including the cost of up to 2 gallons of fuel (5 gallons of diesel fuel for diesel engine vehicles), provided that coverage is limited to 3 "no charge" service calls during a 12 month period; (e) towing, when the Vehicle is disabled, provided this coverage is limited to one tow per disablement; and (f) winching, when the Vehicle requires standard service from a paved or country maintained road, and not for recoveries.

**ITEMS NOT COVERED:** Roadside Assistance does not provide coverage for: (a) replacement parts, (b) gasoline or diesel fuel (except as otherwise provided herein), (c) tire repair, (d) rental of towing equipment, (e) storage fees; (f) fees for labor performed at a garage or service facility; or, (g) any "out of fuel" service request if the Vehicle is located at Your residence or an operating commercial fueling station; (h) impound towing or towing by a person other than a licensed service station or garage; (i) the assistance of any private parties or (j) alternative fuel (such as compressed natural gas or liquid propane gas). WHEN YOU CALL FOR SERVICE, YOU WILL BE CONNECTED WITH THE DISPATCHER AND A SERVICE VEHICLE WILL BE SENT TO YOUR LOCATION. PLEASE PROVIDE THE DISPATCHER WITH: 1) Your name, address and the VIN; 2) the exact location of the Vehicle; and 3) the nature of Your emergency.

**LIMIT OF LIABILITY:** If You prefer to arrange Your own roadside assistance or towing, We will reimburse You **up to \$100 per disablement for the expenses You actually incur**, provided that within twenty (20) days of the disablement You send a written request for Roadside Assistance benefits that includes a statement of Your loss and the original receipts for Your expenses to Ford or Lincoln Roadside at the address or email address shown herein.

**2. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT** - If Your Vehicle is disabled 100 or more miles from Your residence (according to Ford Roadside records) as a result of a collision or a mechanical Failure covered by this Agreement or the New Vehicle Limited Warranty, We will reimburse You **up to \$1000 for the actual Emergency Travel Expenses You incur within the first 5 days following the disablement.**

**3. DESTINATION ASSISTANCE** - If the Vehicle is disabled because of a collision or Failure covered by this Agreement or a New Vehicle Limited Warranty and You require transportation to Your destination, We will reimburse Your transportation costs up to \$75. **To receive reimbursement expenses under EMERGENCY TRAVEL EXPENSE REIMBURSEMENT and DESTINATION ASSISTANCE, within twenty (20) days of the disablement, You must send to Ford/Lincoln Roadside at the address shown here-in a written request for benefits that includes: (i) a statement of Your loss; (ii) the original receipts for Your expenses; (iii) a copy of the accident report filed with the state or local police (if the disablement is caused by a collision); (iv) a copy of the repair order indicating the service or**

**repairs performed under this Agreement or the Vehicle(s) New Vehicle Limited Warranty (if the disablement is due to a Failure).**

**4. TOWING REIMBURSEMENT** - If towing is necessary because a Failure occurs or services provided by Your coverage are required, Ford or Lincoln Roadside will pay the towing if the Vehicle is towed to the Selling Dealer or other Ford or Lincoln Motor Company franchised dealer. The amount of the cost to be reimbursed will depend upon the coverage You select in the Application. The towing reimbursement is limited to \$100 per incident on all vehicles at or below 3500-series or equivalent trucks/vans, and \$200 per incident on all Medium Duty vehicles.

### **5. KEY SERVICES OPTION:**

If You purchased the Key Services option and Your eligible vehicle keys and/or key fobs are lost, stolen, damaged or destroyed, You must return to Your selling dealer or other franchise dealer for replacement. **The maximum benefit for Key Services will not exceed \$800 per year (including keys and fobs, labor charges, programming, registration, and taxes).**

**6B.1. RENTAL CAR REIMBURSEMENT:** For a covered Failure under this Agreement; the Manufacturer's Limited Warranty; or a Ford Motor Company Powertrain, Safety, Emissions coverage or recall/customer satisfaction program, You may be eligible for reimbursement of receipted expenses for a rental car or for alternate public transportation (including but not limited to Uber, Lyft, or other modes of public transportation). If you rent a vehicle, it must be from a Ford or Lincoln dealership or other commercial agency. If You meet all eligibility requirements set forth herein, We will reimburse You for vehicle rental charges or alternate public transportation costs You actually incur up to \$60 per day (including tax) (\$72 per day on Aviator, MKT, Navigator) for up to 10 days (3 days for RentalCARE coverage plans) or until the repair is complete, whichever occurs first. Rental Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service and the vehicle is inoperable or continued operation would result in additional damage to the vehicle. Rental Car Reimbursement ends when the repair is completed.

**2. FIRST DAY RENTAL DELETE** - If You elect the First Day Rental Delete Option, an additional eligibility term for Rental Car Reimbursement is the Vehicle must be kept overnight by the repair facility because it was inoperable or would become inoperable due to continued operation.

**3. ENHANCED RENTAL DELETE:** If You elect the Enhanced Rental Delete Option, We will reimburse You for vehicle rental charges or alternate public transportation costs You actually incur up to \$40 per day (including tax) on Ford and Competitive Make vehicles and \$45 per day (including tax) on Lincoln vehicles. **Not available on Lincoln Aviator, MKT and Navigator.**

**6C. INTERIOR/EXTERIOR LIGHTING DELETE** - If You elect this option on PremiumCARE, Powertrain Wraps and LeaseCARE Coverages, You will not receive Interior/Exterior Lighting coverage for electrical failures on incandescent bulbs, halogen bulbs, High Intensity Discharge (HID) and LED lamp assemblies.

**6D. PICK UP & DELIVERY/MOBILE SERVICE OPTION:** This option is available on New PremiumCARE, Ford Blue Advantage - GOLD PremiumCARE, L-CPO PremiumCARE for Lincoln vehicles and LeaseCARE Coverages on eligible vehicles with a covered Failure under this Agreement; the Manufacturer's Limited Warranty; or a Ford Motor Company Powertrain, Safety, Emissions coverage or recall/customer satisfaction program. If You elected the Pick Up & Delivery/Mobile Service Option You must contact your selling dealership for pick-up and delivery or mobile service. Your vehicle



## TERMS AND CONDITIONS

location must be within a 20-mile radius of Your selling dealer to be eligible for coverage.

**Pick Up & Delivery and Mobile Service excludes non-covered repairs, Scheduled Maintenance Services, car washes, detailing, lease or vehicle returns or First Day Rental benefits (unless this option is included).**

**7. WHAT IS NOT COVERED BY THIS AGREEMENT:** Unless stated otherwise the following are excluded from coverage:

- a) Repairs covered by manufacturer recalls, insurance or in-force warranty or warranty provided by an insolvent manufacturer or insurer, even if repair coverage has been denied;
- b) Repairs to any engine, transmission and final drive components for damages caused by an after-market (non-factory installed) part including but not limited to: turbocharger, supercharger, Compressed Natural Gas (CNG), Liquid Propane Gas (LPG), Nitrous Oxide fuel system modification or any other performance enhancing powertrain components including but not limited to racing parts or accessories;
- c) Repairs caused by loss of lubricants or fluids or contamination of oil, fluids or fuel. Repairs caused by continued operation of the vehicle after loss of lubricant or fluids or contamination of oil, fluids or fuel;
- d) Repairs caused by: (1) improper or unauthorized service procedures, collisions or other physical damage to the Vehicle; (2) damage caused by a foreign object; (3) unreasonable use (including driving over curbs, overloading, or using the Vehicle as a stationary power source); (4) continued use with an obvious failure; (5) damage from fire or explosions, road hazards, other casualty losses; or (6) losses due to negligence, including racing
- e) Failures caused by: (1) alterations or modifications of the Vehicle, including the body, chassis, or electronic components, after the Vehicle leaves the control of the manufacturer (2) any part designated for "off road only" that is not installed by the manufacturer, including, but not limited to, lift kits, oversized tires, roll bars, and performance enhancing powertrain components; (3) tampering with the Vehicle or the emissions system and components; (4) installation or use of any mechanical or electrical part not approved, certified or authorized by the Vehicle's manufacturer or any Failure caused by after-market (non-factory approved) PCM reprogramming;
- f) All repairs that are required due to a condition that existed prior to the Signature Date of this Agreement;
- g) Repairs or services caused by lack of required or recommended maintenance, per the manufacturer's guidelines;
- h) Scheduled Maintenance Services;
- i) Repairs needed to a covered part caused by the Failure of a non-covered part;
- j) Repairs to the Vehicle if the odometer is altered, broken, repaired or replaced so that We cannot determine the actual mileage on the Vehicle;
- k) Repairs to the Vehicle necessary due to operation outside of the United States, Guam, Mexico, Puerto Rico, Virgin Islands, American Samoa, or Canada;
- l) Loss of use of the Vehicle, loss of income, special or consequential damages, and personal expenses, such as motels, food, gas and mileage (except as provided by Roadside Assistance);
- m) Rental vehicle charges or fees such as mileage charges, drop-off fees, insurance, or gasoline;
- n) Shop supplies and disposal of environmental wastes from the Vehicle or fuel used during the repair of Your Vehicle or storage fees;
- o) Electrical failures on incandescent bulbs, halogen bulbs, High Intensity Discharge (HID) and LED lamp assemblies (except when Interior/Exterior Lighting Option is purchased).
- p) Service adjustments and cleaning/lubricating procedures, fixed (non-moving) body parts, bumpers, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, side and rear view mirrors (glass and housing), rattles/squeaks/wind noise/odors/water leaks, tires, tune-ups, wheel balancing, wheel alignment, fogging/moisture of lamp assemblies, weather strips, wheels, wheel studs, wheel covers, convertible top and bow, fabric, liners, fasteners, carpets, dash pad, knobs, trim, upholstery, physical damage or cosmetic issues.
- q) Damage caused by the environment and pollution, including airborne fallout, corrosion, chemicals, debris, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;
- r) Damage caused by theft, vandalism, terrorism, riot or acts of war;
- s) All Wear Items are excluded except when LeaseCARE is purchased.
- t) Batteries of all types and cables, brakes (front hub, drums, shoes, linings, disc rotors, pads), exhaust system (includes catalytic converter), and software upgrades
- u) Costs or expenses of Failures not covered by this Agreement including teardown, rental expense, inspection or diagnosis.
- v) The following vehicles/manufacturers and/or usage is not covered by this Agreement: Alpha Romeo, Aston Martin, Bentley, Bugatti, Ferrari, Fisker, Hummer, Lamborghini, Land Rover, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, Saab, Suzuki, Tesla and Wheego. Acura: NSX; Audi: A8, A8 L, R8, R9, R20, RS6, RS7, RS Q8, S8, SQ7 and SQ8; BMW: 6 series, 7 series, 8 series, i8, M series, Alpina, and Z8; Cadillac: V series, and XLR; Chevrolet: Camaro ZL1, Corvette 427, Corvette Z06, and Corvette ZR1; Ford: Foose F-150, GT, Mustang All Roush Performance Modified Vehicles (except Stage 1 and Stage 2), Shelby GT500KR, GTS, Supersnake, Tonka and any other Shelby Performance Modified Vehicles, all Saleen modified vehicles, and Transit Connect Electric; Honda: Civic Natural Gas and Fuel Cell X Clarity; Jaguar: XJ series and XK series; Lexus: F, GS-F, LF-A and RC F; Mercedes-Benz: AMG, CL Class, EQC, Kompressor, S Class, SL Class, and SLR Class; Nissan: GT-R; and Volkswagen: Phaeton and any model with a W12 engine, taxis, vehicles used for competitive driving/racing/off-road use, all performance modified vehicles (including Hennessey), Fuel cell vehicles, 4X2 equipped vehicles modified with 4X4 AWD capabilities and incomplete vehicles (e.g. chassis cabs, cutaways, stripped chassis).
- w) Branded Vehicles or any vehicle that does not have a valid or recognizable VIN, or the New Vehicle Limited Warranty is voided, in whole or part by the manufacturer.
- x) Vehicles manufactured for sale outside the United States, or Canada
- y) Used Mechanical Plans and Powertrain Wrap Plans exclude all emergency vehicles (fire/ambulance), all police vehicles, limousines, livery, shuttles, and tow trucks.
- z) Coil-over shock sometimes defined as a strut, unless MacPherson style suspension component.

## 8. REPAIR INFORMATION

**8A. WHERE TO GO FOR REPAIRS:** (1) To obtain repairs or services under this Agreement on Ford and Lincoln products, We require that You return to Your Selling Dealer or any other Ford or Lincoln

## TERMS AND CONDITIONS

franchised dealership in the United States, Canada or Mexico. On Competitive Make products, We recommend that You return to Your Selling Dealer or other repair facility to obtain repairs or services to Your vehicle. If Your Vehicle is a Ford, call 800-392-FORD to find the nearest Ford dealership. If the Vehicle is a Lincoln, call 800-521-4140 to find the nearest Lincoln dealership. Call 800-521-4144 to determine if repairs or services to Your Competitive Make Vehicle are covered by this Agreement. (2)(a) In an Emergency Repair, You may use other repair or service facilities if all local Ford and Lincoln dealerships within a 25 mile radius are closed (b) To request reimbursement, You must provide a copy of the repair order and proof of payment to Your Selling Dealer or contact 1-800-321-7790. You have one year from the repair order open date or payment receipt date to request Your reimbursement. **You are responsible for transporting the Vehicle to a repair facility and no at-home services will be provided.**

**8B. REPAIRS ARE MADE WITH AUTHORIZED NEW OR REMANUFACTURED PARTS:** All repairs will be made with Ford authorized new or remanufactured parts or other products We authorize, including parts not produced by the manufacturer of Your Vehicle. If parts are unavailable, We may offer You a cash settlement equivalent to the cost of parts or repair.

**8C. LOSS LIMITS:** We will only participate in a repair and have no obligation to remit payment in lieu of repair. Our aggregate liability under this Agreement shall not exceed the Retail Value of Your Vehicle immediately prior to the break down. All benefits are subject to this limit of liability.

**9. YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE:** To obtain coverage or reimbursement under this Agreement, You must: (i) properly operate the Vehicle and (ii) provide proof of Scheduled Maintenance Services. Proof of Scheduled Maintenance Services includes maintenance records that show mileage, date of maintenance service, VIN, and the maintenance that was performed. Please review the Owner's Guide for Your Scheduled Maintenance Service requirements that are provided to You at the time of vehicle purchase. If You perform Your own Scheduled Maintenance Services, You must maintain a log including date, mileage and description of each maintenance service and provide corresponding receipts for purchases of parts and fluids.

**10. INELIGIBLE OR EXCESS COVERAGE:** If You were charged for coverage for which Your Vehicle is ineligible or coverage in excess of the maximum allowed under this Agreement, We will refund the excess charge. If You financed Your Agreement, We will send the refund to Your lender with instructions to credit Your loan. You will be notified of the refund and the termination of any ineligible or excess coverage.

**11. CONTRACT MODIFICATIONS & CHANGES:** If Your coverage under this Agreement has not expired or been otherwise limited, it may be modified or changed by You, as shown below:

**NEW MECHANICAL COVERAGE:** For all Ford, Lincoln or Mercury Vehicles, You may change Your coverage under this Agreement: (i) before the expiration of the New Vehicle Limited Warranty; or (ii) within the first 90 days after the Signature Date.

For all Competitive Make Vehicles, You may change Your coverage under this Agreement: (i) before the expiration of the first 3 years from the Warranty Start Date or within the first 36,000 miles from Zero Miles; whichever occurs first. or (ii) within the first 90 days after the Signature Date.

On New Mechanical Coverages purchased beyond 12 months or 12,000 miles, whichever comes first, within the New Vehicle Limited Warranty coverage, We will charge a \$100 fee for changes to

coverage ("12/12 Surcharge"). On New Mechanical Coverages purchased beyond the 5 months or 5,000 miles of the 3 year or 36,000 miles New Vehicle Limited Warranty coverage expiration on Ford and Competitive Make Vehicles or beyond the 5 months or 5,000 miles of the 4 years or 50,000 miles New Vehicle Limited Warranty coverage expiration on Lincoln vehicles, We will charge a \$200 fee (includes the 12/12 Surcharge) for changes to coverage.

**USED MECHANICAL COVERAGE PLANS:** You may change Your coverage under this Agreement within the first 90 days after the Signature Date.

### **11A. TRANSFERABILITY:**

**You may transfer the remaining coverage for the Vehicle under this Agreement to a subsequent retail purchaser, if You pay Us a \$40 transfer fee and if You or if the transferee of this Agreement initiates the transfer process and provides the following items to any Ford or Lincoln Dealership or Us at P.O. Box 6045, Dearborn, Michigan 48121 within 180 days of the vehicle sale: a letter, signed by You, transferring this Agreement to the transferee; a statement of the mileage on the Vehicle at the time of transfer; and the name and address of the transferee. You may not transfer coverage if the Vehicle becomes a Branded Vehicle or is repossessed.**

**Transferred Agreements may not be cancelled.**

### **12. CANCELLATION AND REFUND**

#### **(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:**

You may cancel this Agreement by notifying Us or the Selling Dealer within sixty (60) days after purchase and, if You have not filed a claim, You will receive a refund equal to 100% of the gross premium paid by You.

If You cancel within the first 30 days and You have filed a claim, Your refund will equal 100% of the gross premium You paid, less claims paid. If You cancel this Agreement after the first 30 days, but before the end of the 60th day, Your refund will equal 100% of the gross premium paid, less any claims paid, less an administrative fee equal to the lesser of 5% of the gross premium paid by You or seventy-five dollars (\$75). After sixty (60) days, if this Agreement is cancelled by You, lender, finance company, or creditor, Your refund will equal 90% of the unearned pro rata premium, less any claims paid; however, if 10% of the unearned pro rata premium exceeds seventy-five dollars (\$75), any amounts in excess of seventy-five dollars (\$75) shall be added to Your refund. In calculating the pro rata refund, We will divide the gross premium paid by You by the number of miles or months of coverage provided under this Agreement, whichever is greater, and then multiply this dollar amount by the remaining unused miles or months, whichever is less. Cancellations initiated by lenders, creditors, or finance companies are only valid if authorized by the terms of this Agreement. If the Selling Dealer is no longer in business, then You may submit a written request to Us at the address referenced in Section 1. We are responsible for all refunds under this Agreement.

You may not cancel the options You purchased without canceling the entire Agreement. If this Agreement expires under the time or mileage limitations, You are not entitled to a refund.

If You have financed this Agreement, (a) any refund due under this Agreement will be made payable to the lienholder, up to the amount of the lien; and (b) only that portion of a refund due under this Agreement in excess of the amount of the lien will be paid to You. If this Agreement was not financed, any refund due under this Agreement will be paid by check issued in Your name. If Your lienholder cancels this Agreement, the refund amount will be calculated in accordance with this section. Strictly for purposes of

## TERMS AND CONDITIONS

determining refund obligations for lienholder cancellation, "You" shall be defined to include the lienholder in this Agreement.

**(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A**

**REFUND:** If We cancel this Agreement within the first 60 days from the Signature Date, We will refund the full premium You paid. After this Agreement has been in effect for sixty (60) days, We can only cancel this Agreement for the following reasons: if there has been a material misrepresentation or fraud at the time of sale of this Agreement; You have failed to maintain the Covered Vehicle as prescribed by the manufacturer; the odometer has been tampered with or disabled and You failed to repair it; or nonpayment of premium by You, in which case We shall mail you written notice of cancellation via certified mail. If We cancel this Agreement after 60 days from the Signature Date, Your refund will be no less than 100% of the paid unearned pro rata premium, less any claims paid. We will calculate the pro rata refund in accordance with the formula set forth in Section 12(A). We will not deduct a cancellation fee from Your refund if We cancel.

If We cancel this Agreement, We will issue a refund or credit Your account no more than 45 days from the effective date of cancellation.

**(C) RENEWABILITY.** This Agreement is not renewable.

**13. DISPUTE RESOLUTION & ARBITRATION:** Either You or We may choose to have any dispute related to this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. We do not agree to class arbitration. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/extendedserviceplan](http://www.auto.bbb.org/extendedserviceplan). If there is a conflict between the Rules and this Agreement, this Agreement shall govern. If You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50.

You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.