

TERMS AND CONDITIONS

1A. INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY):

All service contract obligations, including the Application (this "Agreement") are between Ford Motor Service 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" which includes any valid transferee). You may contact Us at the following address:

Ford/Lincoln Protect Headquarters
One American Road
Dearborn, Michigan 48126
Toll-free number 800-521-4144

FULL FAITH AND CREDIT STATEMENT: In all states except as provided in 1B and 1C below, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Service Company and are not guaranteed under a service contract reimbursement policy.

1B. INTRODUCTION & PARTIES (FORD MOTOR COMPANY): If You live in ND, NE, or WA, and Your vehicle is a Ford, Lincoln or Mercury, all service contract obligations under 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").

FULL FAITH AND CREDIT STATEMENT: In 1B, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Company.

1C. INSURED AGREEMENT STATEMENT: In the states of IA, IN, MD, ND, NE, WA and WI, all service contract obligations on Competitive Make Products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. The policy is issued by:

The American Road Insurance Company
P.O. Box 6045
Dearborn, Michigan 48121
Toll-free number: 800-233-5819

1D. INSURER GUARANTEE: In the states of IA, IN, MD, ND, NE, WA and WI, Our obligations are guaranteed under a service contract reimbursement insurance policy (policy # 81-3101-2021-001) issued by The American Road Insurance Company, which is identified in Section 1C of this Agreement. If We do not provide, or reimburse or pay for, a service that is covered by this Agreement within sixty (60) days after You file a claim and provide Us proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with The American Road Insurance Company using the contact information listed in Section 1C. Any claim You file under this Agreement with The American Road Insurance Company will be subject to the exclusions, deductibles, and limitations set forth in this Agreement.

1E. ADMINISTRATORS: We use the following Administrators in all states except Florida and Utah:

Percepta Philippines (TX Lic. #SCP(a)-172)
Percepta LLC (TX Lic. #SCP(a)-171)
P.O. Box 6045
Dearborn, Michigan 48121
Toll Free Number: 800-233-5819

2A. ENTIRE 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 or Hours. Coverage ends at the earliest of the Number of Months Purchased or the Number of Miles or actual or equivalent Hours purchased from the New Vehicle Limited Warranty Start Date or Zero Miles or Hours.

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 vehicle.

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 core 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).

Hours means an alternate measure of mileage to determine coverage plan expiration for which 1 hour equals 25 miles and applies to all Coverages.

Incomplete Vehicle means vehicles known as chassis cabs, stripped chassis and cutaways. Only Chevrolet, Dodge, Nissan, Toyota, Ford, and GMC vehicles are eligible for Incomplete Vehicle Plans.

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).

Medium Duty means a vehicle manufactured by Us and designated as a 2016 Model Year or newer F-650 or F-750 vehicle series.

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 under this Agreement, 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.

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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 Diesel EngineCARE and Diesel EngineCARE Plus Coverages. Disappearing and \$50 options are not available on Incomplete (Chassis Cab) and Medium Duty plans

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

For Medium Duty and Incomplete (Chassis Cab) plans, if You elected PowertrainCARE, the following items are covered:

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"

For Medium Duty and Incomplete (Chassis Cab) plans, if You elected BaseCARE, You have PowertrainCARE 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"

For Incomplete (Chassis Cab) plans, if You elected ExtraCARE, You have PowertrainCARE and BaseCARE 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 lines.

5D. COVERED ITEMS - "PremiumCARE"

For Medium Duty and Incomplete (Chassis Cab) plans, 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 - Diesel EngineCARE

If You elected Diesel EngineCARE, the following items are covered: Crankcase, oil cooler, cylinder block, cylinder heads, cylinder head gasket, EGR cooler, factory installed turbocharger, fuel injection pump, fuel injection pressure regulator, fuel injectors, internal lubricated parts, oil pump, timing chain cover, and timing chain (gears or belt).

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5F. COVERED ITEMS - Diesel EngineCARE Plus

If You elected Diesel EngineCARE Plus, the following additional items are covered: Flywheel, manifold (exhaust and intake), manifold and bolts, oil pan, seals and gaskets, thermostat, thermostat housing, valve covers, and water pump

6. ADDITIONAL BENEFITS

6A. ROADSIDE ASSISTANCE COVERAGE - For questions or inquiries, You should address correspondence to Ford 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. Roadside Assistance benefits under this Agreement are available from Ford Roadside 24 hours a day, 7 days a week.

To request roadside assistance or for customer inquiries, call Ford Roadside at 800-241-3673. Roadside Assistance benefits are facilitated by independent contractors on Our behalf and are 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; and (e) towing, when the Vehicle is disabled, provided this coverage is limited to one tow per disablement.

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 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 Roadside will pay the towing if the Vehicle is towed to the Selling Dealer or other Ford Motor Company franchised dealer.. 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.

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) 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.

6C. INTERIOR/EXTERIOR LIGHTING DELETE - If You elect this option on Incomplete (Chassis Cab) 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.

7. WHAT IS NOT COVERED BY THIS AGREEMENT: Unless stated otherwise (see STATE SPECIFIC provisions for additional exclusions or changes) 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;

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- (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 recommendations;
- 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 or hour meter is altered, or has been broken and unrepaired for 90 or more days, such that We cannot determine the actual mileage or hours on the Vehicle;
- k) Any Vehicle that exceeds the hour parameter for coverage expiration;
- l) Repairs to the Vehicle necessary due to operation outside of the United States, Guam, Mexico, Puerto Rico, Virgin Islands, American Samoa, or Canada;
- m) 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);
- n) Rental vehicle charges or fees such as mileage charges, drop-off fees, insurance, or gasoline;
- o) Shop supplies and disposal of environmental wastes from the Vehicle or fuel used during the repair of Your Vehicle or storage fees;
- p) Electrical failures on incandescent bulbs, halogen bulbs, High Intensity Discharge (HID) and LED lamp assemblies. (except when Interior/Exterior Lighting Option is purchased);
- q) 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;
- r) 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;
- s) Damage caused by theft, vandalism, terrorism, riot or acts of war;
- t) **All Wear Items are excluded;**
- u) Batteries of all types and cables, brakes (front hub, drums, shoes, linings, disc rotors, pads), exhaust system (includes catalytic converter), and software upgrades;
- v) Costs or expenses of Failures not covered by this Agreement including teardown, rental expense, inspection or diagnosis;
- w) The following vehicles/manufacturers and/or usage is not covered by this Agreement: Ford Foose F-150, Shelby Supersnake, Tonka and any other Shelby or Saleen Performance Modified Vehicles, taxis, vehicles used for competitive driving/racing/off-road use, all performance modified vehicles, Fuel cell vehicles, 4X2 equipped vehicles modified with 4X4 AWD capabilities;
- x) **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;**
- y) **Vehicles manufactured for sale outside the United States, or Canada.**

8. REPAIR INFORMATION

8A. WHERE TO GO FOR REPAIRS: (1) To obtain repairs or services under this Agreement on Ford products, We require that You return to Your Selling Dealer or any other Ford or Lincoln 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. 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 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. 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, in accordance with the manufacturer's recommendations, 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

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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 Plan 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 Plan 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 Plan 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.

11A. TRANSFERABILITY: You may transfer this Agreement, subject to a \$75 transfer fee. You or the transferee of this Agreement must initiate the transfer process by providing the following items to any Ford or Lincoln dealership or to Us at P.O. Box 6045, Dearborn, Michigan 48121 within 180 days of the vehicle sale:

(i) a letter, signed by You, transferring this Agreement to the transferee; (ii) a statement of the mileage on the Vehicle at the time of transfer; and (iii) 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 at any time and for any reason and You will be entitled to a refund from Us, described below.

(1) If We or the Selling Dealer receive a written cancellation request, on or before the 30th day from the Signature Date and no claim has been filed under this Agreement, this Agreement will be void, and You will be entitled to a refund equal to the full Purchase Price You paid for this Agreement. This right is not transferable and is limited to the original contract holder. (2) If We or the Selling Dealer receive a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day from the Signature Date or if a claim has been filed at any time during the term of this Agreement, We will divide the Purchase Price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. We will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis" or "pro rata") to You or Your lender, minus a \$75 cancellation fee. In all instances if You cancel this Agreement, We will issue a refund or credit Your account no more than 45 days from the date We or the Selling Dealer receive notice of Your request to cancel this Agreement. (3) If the Selling Dealer is no longer in business, then You may submit a written request to Us or one of the Administrators at

the address referenced in 1. We are responsible for all refunds under this Agreement.

(4) 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.

(5) 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, or You have fully satisfied Your payment obligations under an applicable finance agreement, any refund due under this Agreement will be paid by check issued in Your name.

(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement if You fail to comply with this Agreement.

If We cancel this Agreement before the end of the 30th day from the Signature Date, and if no claim has been filed, We will return to You the full Purchase Price that You paid for this Agreement. If We cancel this Agreement after the 30th day from the Signature Date, or if You have filed a claim, We will refund the Purchase Price You paid on a Pro Rata basis. 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. 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.

14. STATE SPECIFIC PROVISIONS: The following provisions are applicable in the states set forth below and modify only those specific terms referenced. The state specific provisions shall replace only those conflicting terms in the main body of this Agreement; however, if the state specific section does not conflict with the main body Agreement, the state specific language should be considered in addition to the main body of this Agreement.

CALIFORNIA: Our California license number is 0C41369. If any promise made in the contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Website (www.insurance.ca.gov).

Internet sales are not permitted in California. For California residents, the "Internet Sales" box is deleted from the Application page.

SALES TAX: Sales tax is not applicable in California.

TERMS AND CONDITIONS

EMERGENCY TRAVEL EXPENSE REIMBURSEMENT: If Your Vehicle is disabled 100 or more miles from Your residence as a result of 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.

DESTINATION ASSISTANCE: If Your Vehicle is inoperable because of a Failure covered by this Agreement or the New Vehicle Limited Warranty and You require transportation to Your destination, We will reimburse Your transportation costs up to \$75.

CLAIMS APPROVAL: A valid claim will not be denied based solely on a failure to obtain claim approval before commencing the repair if the repair facility reasonably attempted to obtain approval. The following is added to Section 3: The term "IPP" refers to "Installment Payment Plan" and the term "IPP Term" refers to "Installment Payment Plan Term".

YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE: To obtain coverage or reimbursement under this Agreement, You must: (i) properly operate and maintain the Vehicle as outlined in the Owner's or Scheduled Maintenance Guide issued by Your Vehicle's Manufacturer, and (ii) provide proof of Scheduled Maintenance Services when the Failure appears to be directly related to the lack of required or recommended maintenance for Your Vehicle as outlined in the Owner's or Scheduled Maintenance Guide issued by Your Vehicle's Manufacturer. You should have received a copy of the Owner's or Scheduled Maintenance Guide issued by Your Vehicle's Manufacturer when You purchased Your Vehicle. If You do not have a copy of the Owner's or Scheduled Maintenance Guide, contact the manufacturer of Your Vehicle or visit the manufacturer's website to obtain a copy. Proof of Scheduled Maintenance Services includes maintenance records that show mileage, date of maintenance service, VIN and the maintenance that was performed. A claim will not be denied solely due to Your inability to provide complete Proof of Scheduled Maintenance Services. Scheduled Maintenance Services require periodic service checks based on mileage intervals and the make and model of Your Vehicle. 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.

Sections 12(A) (1) and (2) "Cancellation by You" are deleted and replaced with the following: You may cancel this Agreement at any time and for any reason by submitting a written cancellation notice to the Selling Dealer. For recordkeeping purposes only, We request that You include a copy of Your Application and proof of payment with Your written cancellation notice, although these documents are not mandatory to effect cancellation. **In addition, You must send Us a statement of the odometer reading with Your cancellation notice, for purposes of calculating Your pro-rata refund only, if applicable based on the following circumstances.** If You cancel this Agreement within the first sixty (60) days after receipt of this Agreement, and You have not filed a claim You will be entitled to a full refund of the amount You paid for this Agreement. If You have filed a claim under this Agreement within the first sixty (60) days, You will be entitled to a pro rata refund but We will not impose a cancellation fee. After the initial sixty (60) days, You may cancel this Agreement and You will receive a pro rata refund less an administrative fee not to exceed ten percent (10%) of the Agreement Purchase Price or twenty-five dollars (\$25), whichever is less. In calculating a pro rata refund under

this Agreement, We will divide the Purchase Price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater, and then multiply this dollar amount by the remaining unused miles or months, whichever is less, and issue Your refund based on this amount ("pro rata refund"). If this Agreement was financed, We may make the refund payable to You, the assignee, or lender of record, or both, as set forth in Section 12(A)(5).

Section 12(B) "Cancellation by Us" is deleted and replaced with the following: We may cancel this Agreement within the first sixty (60) days subject to the following conditions: (1) notice of cancellation is mailed to You before the sixty-first (61st) day after the date this Agreement was sold; (2) We provide You with a refund equal to the full Purchase Price stated on this Agreement within thirty (30) days from the date of cancellation; however, if We have paid a claim, or have advised You in writing that We will pay a claim, Your refund will be pro rata less any claims paid, (3) this Agreement will cease to be valid no less than five (5) days after the postmark date of the notice; (4) the notice shall state the specific grounds for cancellation. After the first sixty (60) days, We may cancel this Agreement for nonpayment of the Purchase Price, including if You cease to make required payments under an applicable finance agreement due to repossession or total loss of the Vehicle, if We mail notice to you and issue Your refund, within thirty (30) days of cancellation, the contract will cease to be valid no less than five (5) days after postmark of the notice, and the notice will state the specific grounds for cancellation. After the first sixty (60) days, We may cancel for material misrepresentation or fraud by You, if We mail notice of cancellation to You, issue Your refund within thirty (30) days of the date of cancellation, and the notice will state the specific nature of the misrepresentation. If We cancel this Agreement, We will be liable for any claim reported prior to the effective date of cancellation if otherwise covered by this Agreement. For purposes of this paragraph, a claim will be deemed to have been reported to Us if You have completed the first step required to report a claim pursuant to the terms of this Agreement. If We cancel this Agreement within the first sixty (60) days, and You have not filed a claim, We will issue a full refund to You. On or after the 61st day that this Agreement has been in effect, or if You have filed a claim, if We cancel for nonpayment, material misrepresentation, or fraud, We will provide You a pro rata refund of the Purchase Price.