

## TERMS AND CONDITIONS

This is either a Premium Maintenance Plan for Ford and Competitive Make gas/hybrid vehicles (PMP F), Premium Maintenance Plan for Ford and Competitive Make Diesel vehicles (PMP D), Premium Maintenance Plan for Electric vehicles (PMP E), Premium Maintenance Plan for Lincoln gas/hybrid vehicles (PMP L), Premium Maintenance Plan for Black Label vehicles (PMP BL), Premium Maintenance Plan - Incomplete Transit, F-250 through F-550 and E-250 through E-450, and Equivalent Chevrolet, Dodge and GMC vehicles (PMP INC), Premium Maintenance Plan on Medium Duty F-650 and F-750 vehicles (PMP MD), Premium Maintenance Plan - Certified Pre-Owned for Ford and Mercury vehicles (PMP FBA) and Premium Maintenance Plans - Certified Pre-Owned for Lincoln vehicles (PMPL-CPO), Extra Maintenance Plan for Ford and Competitive Make gas/hybrid vehicles (XMP F), Extra Maintenance Plan for Ford and Competitive Make Diesel vehicles (XMP D), Limited Maintenance Plan (LMP), or a Basic Maintenance Plan (BMP) (hereinafter known as "PMP F," "PMP D," "PMP E," "PMP L," "PMP BL," "PMP INC," "PMP MD," "PMP FBA," "PMPL-CPO," "XMP-F," "XMP-D," "LMP," or "BMP" or collectively known as "Maintenance Plan(s)" unless specified otherwise) between the Maintenance Plan Purchaser ("You" or "Your") and Ford Motor Company, the Provider ("We" or "Us").

### WHAT THIS PLAN COVERS:

If You elected:  
- PMP F, PMP L, PMP BL, PMP D, PMP INC, PMP MD, PMP FBA, or PMP L-CPO, XMP F or XMP D Coverage, You have Original Equipment Manufacturer's required scheduled maintenance services and coverage for Wear Items (brake pads and linings, clutch disc, spark plugs, engine belts, coolant hoses/hose clamps/hose o-ring seals, wiper blades, shock absorbers/struts) and diesel exhaust fluid (DEF) refill or top off at the time of the scheduled maintenance interval purchased under this agreement.

- PMP INC Coverage is only applicable to Ford vehicles that have the first three VIN position of 1FC, 1FB, 1FD, 1F6, 2L1, 2LJ, 3FR and SLD, Chevrolet, Dodge and GMC vehicles, and cab and chassis (incomplete vehicles).

- PMP E, You have Original Equipment Manufacturer's Required scheduled maintenance services for the earlier of selected time, mileage or maximum number of service visits purchased and coverage for Wear Items (wiper blades, brake pads and linings, engine belts, coolant hoses/hose clamps/hose o-ring seals, shock absorbers and struts). For PMP E, You have Original Equipment Manufacturer's Required scheduled maintenance services consist of tire rotation, multi-point inspection, washer fluid top off at every service interval and cabin air filter replacement at every 20,000 mile service interval.

- For all PMP and XMP coverages, maintenance requirements published by the Manufacturer of the vehicle must be followed. Deviations from maintenance requirements and/or intervals published by the Manufacturer in the Owner's Manual, scheduled Maintenance Guide, or equivalent are not eligible for reimbursement. If the purchased intervals are utilized prior to expiration by time or mileage, You will continue to have wear items coverage only until the coverage expires at the earlier of the selected time or mileage.

- LMP coverage, You have Original Equipment Manufacturer's Required scheduled maintenance services for engine oil and filter changes, a multi-point inspection, rotation of tires, and diesel exhaust fluid (DEF) refill or top off at the time of the scheduled maintenance for the selected time, mileage or maximum number of service visits purchased.

- BMP coverage, You have Original Equipment Manufacturer's Required scheduled maintenance services for engine oil and filter changes, a multi-point inspection, and rotation of tires for the selected time, mileage or maximum number of service visits purchased.

- Any coverages, You are not entitled to a refund if You do not use all the services provided. Repairs needed to a non-covered part caused by the failure of a covered PMP F, PMP L, PMP BL, PMP D, PMP INC, PMP MD, PMP E, PMP FBA, XMP F or XMP D Wear Item are covered under the terms of this agreement. All coverages expire at the earlier of the selected time, mileage, or numbers of service visits selected.

**DEDUCTIBLES:** The Standard Deductible is \$0 for all Maintenance Plans. If You elected a Maintenance Plan, We will charge You that deductible for each Eligible Maintenance Visit.

**ELECTRIC VEHICLES:** A vehicle that uses one or more electric motors for propulsion and powered by rechargeable battery packs.

**FIRST DAY RENTAL OPTION:** If You purchased First Day Rental Option, We will reimburse You up to \$40 per day (including tax) on Ford and competitive vehicles and, on PMP L and PMP L-CPO up to \$45 per day (including tax) on Lincoln vehicles (\$72 on Aviator, MKT, Navigator) for up to 2 days of rental coverage. We will not reimburse You for any vehicle rental charges incurred before the Signature Date of the Maintenance Plan.

**FULL SYNTHETIC OPTION:** If You purchased the Full Synthetic Option with PMP F, PMP D or LMP coverage, You will receive engine oil changes with Full Synthetic Oil at Your Scheduled Maintenance Visits. If You purchased a PMP on a competitive make vehicle. On all Maintenance Plans, We will not reimburse You for any Scheduled Maintenance Services incurred before the Signature Date of the Maintenance Plan.

**SEVERE DUTY VEHICLE:** A Severe Duty Vehicle will be provided services based on Your vehicle's Owner/Scheduled Maintenance Guide recommendations if Your vehicle meets the vehicle Original Equipment Manufacturer's Severe Duty definition and You have purchased the Severe Duty (5,000 miles) service interval.

**SURCHARGES:** On PMP F, PMP L, PMP BL, PMP D, PMP E, PMP INC, PMP MD, XMP F and XMP D coverages, purchased beyond 12 months after the Warranty Start Date or 12,000 Miles from Zero Miles, whichever occurs first within the New Vehicle Limited Warranty ("12/12 Surcharge"), We will charge a \$100 fee. For those same Coverages purchased within 5 months and 5,000 miles of the 3 year or 36,000 miles New Vehicle Limited Warranty coverage expiration on Ford and Competitive Make Vehicles or within the 5 months and 5,000 miles of the 4 years or 50,000 mile New Vehicle Limited Warranty coverage expiration on Lincoln vehicles, We will charge a \$200 fee (including the 12/12 Surcharge). For PMP F, PMP D, PMP L, PMP INC, PMP MD, XMP F and XMP D coverages, We will charge a Snowplow and/or Specialty Surcharge on applicable vehicles.

**PICK UP DELIVERY/MOBILE SERVICE OPTION:** This option is available on PMP E, PMP F, PMP L, PMP BL, PMP D, PMP FBA, or PMP L-CPO, XMP F or XMP D coverages on eligible vehicles for Original Equipment Manufacturer's scheduled maintenance services and coverage for Wear Items under this Agreement. 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 location must be within a 20 mile radius of Your selling dealer to be eligible for coverage.

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

**5. WHAT IS NOT COVERED BY THIS AGREEMENT:** Unless stated otherwise this Maintenance Plan does not cover:

a) Repairs or services covered by manufacturer recalls, insurance or in-force warranty or warranty provided by an insolvent manufacturer or insurer;

b) Repairs or services 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;

**c) Repairs and services made to the Vehicle that are required due to a condition that existed prior to the purchase or transfer of this Agreement;**

d) Repairs or services caused by lack of required or recommended maintenance;

e) Repairs or services needed to a covered part caused by the Failure of a non-covered part;

f) Repairs to the Vehicle if the odometer is altered, or has been broken and unrepaired for 90 or more days, such that We cannot determine the actual mileage on the Vehicle;

g) Rental vehicle charges or fees such as mileage charges, drop-off fees, insurance, or gasoline;

h) Shop supplies and disposal of environmental wastes from the Vehicle or fuel used during the repair of Your Vehicle or storage fees;

i) 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;

j) Damage caused by theft, vandalism, terrorism, riot or acts of war;

k) 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

l) 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.

m) Vehicles manufactured for sale outside the United States, or Canada

n) Any service adjustment, cleaning, reprogramming, repair or replacement of a failed part not associated with a scheduled maintenance service or Wear Item (PMP or XMP only).

o) Repairs or services to aftermarket performance enhancing powertrain components, including but not limited to, Ford racing parts or accessories

p) All 2015 model year Ford F-650 and F-750 vehicles and older, and competitive make vehicles equivalent to Ford F-650 and higher.

q) For XMP and BMP, all vehicles using full synthetic engine oil and all electric vehicles.

r) For PMP, XMP and LMP, the addition of diesel exhaust fluid (DEF), if needed, between the maintenance interval frequency purchased under this Plan.

**WHERE TO GO FOR SERVICE AND REPAIRS:** For the performance of covered services and repairs under PMP F, PMP L, PMP BL, PMP D, PMP E, PMP INC, PMP MD, PMP FBA, PMP L-CPO, LMP, You may go to any other Ford or Lincoln franchised dealership in the United States or Canada for covered services. If You require assistance for covered services or locating the nearest Ford or Lincoln dealership on a Ford or Mercury vehicle, please contact Ford Customer Relations Center at 1-800-392-FORD.

If the vehicle is a Lincoln, please call 1-800-521-4140. For competitive make vehicles, a Ford or Lincoln dealership must be used for covered services unless the servicing dealership authorizes Your referral to another dealership or facility. If the Vehicle should need Emergency Service or Repair in the United States or Canada and the vehicle is inoperable, You may use other repair or service facilities if all local Ford or Lincoln dealerships within a 25-mile radius are closed. If the Vehicle should need Emergency Service or Repair in Mexico, We require that You return to a Ford or Lincoln Dealership for repairs or services. For XMP or BMP, You must return to the Selling Dealer to guarantee service under this agreement.

**REPAIRS AND MAINTENANCE SERVICE ARE MADE WITH AUTHORIZED NEW OR REMANUFACTURED PARTS** All repairs and covered maintenance services will be made with authorized new or remanufactured parts or other products that We authorize.

**LOSS LIMITS** Our aggregate liability under this Agreement shall not exceed the Retail Value of Your Vehicle immediately prior to the break down. We will pay up to the Retail Value of the vehicle, as determined by Ford Motor Company at its sole discretion, for all covered services or repairs by the contract. Ford Motor Company uses industry published guides to determine retail value (i.e. N.A.D.A., KBB, etc.). Unless otherwise dictated by state or local laws, Premium Maintenance (PMP) and Limited Maintenance (LMP) reimbursement for scheduled maintenance services are limited to: parts at 15% markup (Ford/competitive-make) or 40% (Lincoln) over the dealer cost, labor at 35% (Ford/ competitive-make) or 70% (Lincoln) of the posted hourly retail rate or of the approved warranty hourly labor rate. Wear items repairs are reimbursed: parts at 40% markup over the dealer cost, labor at the posted retail hourly rate or approved warranty hourly rate. Part reimbursements for any service or repair cannot exceed MSRP. Labor time will be reimbursed according to labor times published by Ford Motor Company (Ford and Lincoln vehicles) or a nationally published labor time manual (competitive-make vehicles).

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**CONTRACT MODIFICATIONS AND CHANGES** You may change Your coverage at any time while this Plan is in force.

**TRANSFERABILITY:** PMP F, PMP L, PMP BL, PMP D, PMP E, PMP INC, PMP MD, PMP FBA, PMP L-CPO, XMP F, and XMP D may be transferred if You pay Ford Motor Company a \$75 transfer fee and You or the transferee of this Maintenance Plan initiates the transfer process and provides the following items to Ford Motor Company or Your Selling Dealer at P.O. Box 6045, Dearborn, Michigan 48121:

- (i) a letter, signed by You, transferring this Maintenance Plan 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.

BMP and LMP cover only the original Maintenance Plan Holder and may not be transferred or assigned.

**CANCELLATION - YOUR RIGHT TO CANCEL THIS PLAN & RELATED REFUNDS: IF A CANCELLATION REQUEST IS RECEIVED WITHIN THIRTY (30) DAYS FROM THE SIGNATURE DATE, AND NO SERVICES HAVE BEEN PERFORMED UNDER THE MAINTENANCE PLAN,** We will terminate the Maintenance Plan and refund the full purchase price of the Maintenance Plan.

**IF A CANCELLATION REQUEST IS RECEIVED AFTER THE 30TH DAY FROM THE SIGNATURE DATE OR IF ANY SERVICE OR REPAIR HAS BEEN PERFORMED AT ANY TIME DURING THE TERM OF THE MAINTENANCE PLAN,** We will terminate the Maintenance Plan and issue You a refund equal to the lesser of (a) the full purchase price minus claims paid, or (b) on a Pro Rata basis. A \$75 processing fee will be deducted from Your refund. Pro Rata means that the cost of the Maintenance Plan will be divided equally by the number of months in the term of the Maintenance Plan, or the number of miles scheduled in the Maintenance Plan, depending on which actual usage, months or miles, is greater. All cancellation requests must be submitted in writing by You. If the Selling Dealer is no longer in business, You may submit a written request to Ford Motor Service Company, Extended Service Plan Headquarters, P.O. Box 6045, Dearborn, Michigan 48121. A copy of the Registration Form and an odometer reading statement (that is, a true statement of the Vehicle's current mileage) must be included with Your request for cancellation. Your refund will be based on the purchase price You paid for the Maintenance Plan.

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.

**DISPUTE RESOLUTION & ARBITRATION:** Either You or We may choose to have any dispute related to this Maintenance Plan 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 Maintenance Plan. You agree that You will not participate in any class arbitration concerning this Maintenance Plan. 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 Maintenance Plan, this Maintenance Plan 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 Maintenance Plan 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.

**CALIFORNIA STATE SPECIFIC DISCLAIMER: The following provisions are applicable in California and modifies only those specific terms referenced. All other terms and conditions are unchanged. This is not an insurance policy; this is a service contract.**

**INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY):**

In California, all Maintenance Plan obligations, including the Application are between Ford Motor Service Company, the Provider ("We" or "Us") and the Maintenance Plan Purchaser (hereinafter referred to as "You" or "Your" which includes any valid transferee). You may contact Us at the following address:

Ford Motor Service Company  
Extended Service Plan Headquarters  
One American Road  
Dearborn, Michigan 48126  
Toll-free number 800-521-4144

**THE CALIFORNIA LICENSE NUMBER OF FORD MOTOR SERVICE COMPANY IS 0C41369. FULL FAITH AND CREDIT STATEMENT:** In California, all Maintenance Plans are backed by the full faith and credit of Ford Motor Service Company and are not guaranteed under a service contract reimbursement policy. Complimentary Plans are backed by the full faith and credit of Ford Motor Company.

**CALIFORNIA DEPARTMENT OF INSURANCE CONTACT INFORMATION:** If any promise made in this contract has been denied or has not been honored within 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.insuranceca.gov](http://www.insuranceca.gov)).

For purposes of this Agreement, "Competitive Make" refers to vehicles that are not a Ford or Lincoln vehicle.

**SALES TAX:** Sales tax is not applicable in California.

The following is added: The term "IPP" refers to "Installment Payment Plan" and the term "IPP Term" refers to "Installment Payment Plan Term".

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

The section entitled "**CANCELLATION YOUR RIGHT TO CANCEL THIS PLAN AND RELATED REFUNDS**" is 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, the Selling Dealer may make the refund payable to You, the assignee, or lender of record, or both.

The section entitled "**OUR RIGHT TO CANCEL THIS PLAN AND PROVIDE A REFUND**" 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.

**DISPUTE RESOLUTION & ARBITRATION:** Either You or We may choose to have any dispute related to this Plan, or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). 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). We will pay Your reasonable arbitration fees and expenses that are in excess of \$125.

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. If We request arbitration, We will pay the arbitration filing fee.

This Agreement is subject to California law applicable to consumer contracts and the California Arbitration Act (CCP section 1280 et. seq.). Any arbitration decision shall be in writing with a supporting opinion.