

# INCOMPLETE (CHASSIS CAB), DIESEL ENGINECARE, MEDIUM DUTY SERVICE CONTRACT APPLICATION TERMS & CONDITIONS



**PROTECT**

Vehicle Identification Number ("VIN") (17 Digits)			Signature Date	Warranty Start Date	<input type="checkbox"/> Incomplete (Chassis Cab) <input type="checkbox"/> Medium Duty (F-650 & F-750) <b>FBA Upgrade Plans</b> <input type="checkbox"/> Incomplete FBA Gold (Ford only) <input type="checkbox"/> Incomplete FBA Blue (3 months/4,000 miles)
Internet Sale <input type="checkbox"/>	IPP <input type="checkbox"/>	IPP Term	Current Hours*	Current Mileage	
<b>Surcharges:</b> <input type="checkbox"/> 12 Months/12,000 Miles <input type="checkbox"/> <b>Snowplow</b> - Incomplete and Diesel EngineCARE/EngineCARE Plus only <input type="checkbox"/> <b>Specialty</b> - Emergency (Fire, Ambulance, Police [Non-Ford], Limo, Livery, Shuttle, Tow Truck)					

- New Plan Coverage:** Coverage begins at Warranty Start Date and Zero Miles
- Incomplete (Chassis Cab) coverage:** PremiumCARE, ExtraCARE, BaseCARE and PowertrainCARE (Standard Deductible is \$100)
  - Incomplete FBA Gold:** PremiumCARE, ExtraCARE, BaseCARE and PowertrainCARE (Standard Deductible is \$100)
  - Diesel EngineCARE and Diesel EngineCARE Plus** (Standard Deductible is \$100)
  - Medium Duty Gas:** PremiumCARE, ExtraCARE, and PowertrainCARE (Standard Deductible is \$100)
  - Medium Duty Diesel:** PremiumCARE and BaseCARE (Standard Deductible is \$100)

- Used Plan Coverage:** Coverage begins at Signature Date and Current Miles
- Incomplete FBA Blue coverage** - PremiumCARE, ExtraCARE, BaseCARE, PowertrainCARE (Standard Deductible is \$100)

\*Current Hours and Plan Expiration Hours are REQUIRED on all vehicles with an hour meter.

**PLAN COVERAGE**

New Plan     Used Plan

<input type="checkbox"/> Gas <input type="checkbox"/> Diesel	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months	Mileage	Hours*	Date	Mileage	Hours*			
							\$	\$	\$	

**Option**     Interior/Exterior Lighting Delete (Incomplete PremiumCARE only)

**DISCLOSURE INFORMATION:**

**THIS IS NOT AN INSURANCE CONTRACT. THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.** I acknowledge receipt of a complete copy of this Application and Terms and Conditions (the "Agreement") at signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

I have read this Agreement in its entirety and specifically acknowledge the provisions pertaining to My duties relating to required maintenance of the Covered Vehicle; the duty to prevent further loss; how to obtain service and any required documentation I must keep; the parts and services covered; applicable time or mileage limitations; exclusions; and my right to return this Agreement and receive a refund. The implied warranty of merchantability on the covered vehicle is not waived if You purchased this Agreement within 90 days of the purchase of the covered vehicle and We or the Selling Dealer also sold the Covered Vehicle.

Contract Holder Initials (                      )

**SERVICE CONTRACT HOLDER/PURCHASER**

Name	For Terms and Conditions, visit our webpage at <a href="https://fordprotect.ford.com/fplp-8586-nat-inc/">https://fordprotect.ford.com/fplp-8586-nat-inc/</a> or scan the QR code below.
Signature (Not Valid without Signature)	Signature Date
Address (City/State/Zip Code)	
Customer's E-mail Address	
Service Contract Lienholder Name	



**DEALERSHIP INFORMATION**

Dealership Signature	
Dealer Name	Telephone No
Address (City/State/Zip Code)	
Employee Stars Id	P&A Code



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  - Medium Duty Diesel:** PremiumCARE and BaseCARE (Standard Deductible is \$100)

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- Incomplete FBA Blue coverage** - PremiumCARE, ExtraCARE, BaseCARE, PowertrainCARE (Standard Deductible is \$100)

\*Current Hours and Plan Expiration Hours are REQUIRED on all vehicles with an hour meter.

**PLAN COVERAGE**

New Plan     Used Plan

<input type="checkbox"/> Gas <input type="checkbox"/> Diesel	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months	Mileage	Hours*	Date	Mileage	Hours*	\$	\$	\$

**Option**     Interior/Exterior Lighting Delete (Incomplete PremiumCARE only)

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Contract Holder Initials (                      )

**SERVICE CONTRACT HOLDER/PURCHASER**

Name	For Terms and Conditions, visit our webpage at <a href="https://fordprotect.ford.com/fplp-8586-nat-inc/">https://fordprotect.ford.com/fplp-8586-nat-inc/</a> or scan the QR code below.
Signature (Not Valid without Signature)	Signature Date
Address (City/State/Zip Code)	
Customer's E-mail Address	
Service Contract Lienholder Name	

**DEALERSHIP INFORMATION**

Dealership Signature	
Dealer Name	Telephone No
Address (City/State/Zip Code)	
Employee Stars Id	P&A Code

## 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"). 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**

**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.

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

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**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).

## TERMS AND CONDITIONS

### 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. The Roadside Assistance benefits provided 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.** 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; 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; (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

## TERMS AND CONDITIONS

- 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, broken, repaired or replaced so 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 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:

## TERMS AND CONDITIONS

**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, 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 12(A)(1) and (2), or as amended in the state specific section applicable to You. Strictly for purposes of 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:** We may cancel this Agreement if You fail to comply with this Agreement.

If We cancel this Agreement before the end of the 30<sup>th</sup> 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 30<sup>th</sup> 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](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.

**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.

#### **ALABAMA:**

**Cancellation by You:** A ten percent (10%) penalty per month shall be added to any refund not paid or credited within (45) days after You return this Agreement to Us. After the first 30 days, or if You have made a claim, You may cancel and You shall be entitled to a refund equal to the unearned portion of the full Purchase Price paid by You, including the unearned portion of any premium paid for the reimbursement insurance policy, less an administrative fee equal to twenty-five dollars (\$25).

**Cancellation by Us:** If We cancel this Agreement, We shall mail to You written notice stating the reason and effective date of cancellation, at Your last known address, at least five (5) days prior to



## TERMS AND CONDITIONS

cancellation. However, if We cancel for nonpayment of the Purchase Price or material misrepresentation relating to the covered Vehicle or its use, no prior notice is required.

**Dispute Resolution & Arbitration:** The arbitration shall be held in the county in which You live in the state of Alabama.

### ALASKA:

**Cancellation by You:** A penalty equal to ten percent (10%) of the provider fee paid by You shall be added to any refund not paid or credited within forty-five (45) days after You return or cancel this Agreement to Us for each month that the refund remains unpaid, regardless of when You cancel. After the first 30 days, or if You have made a claim, You shall be entitled to a refund equal to the pro-rated amount of the unearned provider fee, less a cancellation fee equal to the lesser of seven and one half percent (7.5%) of the unearned provider fee paid by You or \$75.

**Cancellation by Us:** If We cancel this Agreement, We shall mail to You written notice stating the reason and effective date of cancellation, at Your last known address, at least five (5) days prior to cancellation. However, if We cancel for nonpayment or material misrepresentation relating to the covered vehicle or its use, no prior notice is required. We may only cancel this Agreement for the following reasons: nonpayment of the provider fee; if You are convicted of a crime having as one of its necessary elements an act increasing a hazard covered by this Agreement; discovery of fraud or material misrepresentation by You or Your representative in obtaining this service contract or by You in pursuing a claim under this service contract; discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by this Agreement; physical changes in the property covered by this Agreement that result in ineligibility for coverage under this Agreement; or a substantial breach of duties by You relating to the covered motor vehicle. If We cancel this Agreement after the 30<sup>th</sup> day from the Signature Date, or if You have filed a claim, We shall provide You a refund or credit equal to the prorated amount of the unearned provider fee, less any claims paid. A penalty equal to ten percent (10%) of the unearned provider fee paid by You shall be added to Your refund, per month, for each month that Your refund is not paid within forty-five (45) days after We cancel.

**Insurer Guarantee:** If any claim under this Agreement has not been completed within 30 days from the date You filed a claim with the Selling Dealer or Us or We are insolvent or financially impaired, You may make a claim directly against The American Road Insurance Company for the cost of your claim (including all sums which We are legally obligated to pay to You, including refunds), subject to the exclusions, deductions and limitations contained in this Agreement and in the underlying policy of insurance.

### ARIZONA:

**Cancellation by You:** If You cancel this Agreement after the 30<sup>th</sup> day from the Signature Date, or if You have made a claim, Your refund will be pro rata, less any benefits paid, less administrative expenses that will not exceed the lesser of ten percent (10%) of the gross amount actually paid by You for this Agreement, or seventy-five dollars (\$75).

**Cancellation by Us:** We cannot cancel or void this Agreement due to acts or omissions of Us or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent, or workmanlike manner. Parts or components repaired or replaced pursuant to this Agreement will not be excluded. We may not cancel or void this Agreement for the following: (1) preexisting conditions that were known or that reasonably should have been known by Us or the

Selling Dealer; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by either Us or the Selling Dealer; (4) ineligibility for the program, including gray market, high performance and GM diesel autos. After the 30<sup>th</sup> day from the Signature Date, or if You have filed a claim, if We cancel this Agreement, You will be entitled to a pro rata refund, less any claims paid.

**What is Not Covered by This Agreement: All Repairs made to the Vehicle that are required due to a condition that existed prior to the Signature Date of this Agreement, if such conditions were either known, or would have been known by visual inspection, operation, or testing of the Vehicle.**

### ARKANSAS:

**Cancellation by You:** After the first thirty days, or if You have made a claim, You may cancel this Agreement and You will receive a pro rata refund of the service contract retail price for the unexpired term of the service contract based on the number of elapsed months or miles, less a cancellation fee equal to fifty dollars (\$50).

### CONNECTICUT:

If this Agreement's term is for less than one (1) year, Your Agreement will be automatically extended if Your Vehicle is in Our custody for a repair.

**Cancellation by You:** If Your Covered Vehicle is sold, lost, stolen, or destroyed, You may cancel this Agreement.

**WHERE TO GO FOR REPAIRS:** (3) In house service is not provided under this Agreement. You are responsible for any costs to transport the covered Vehicle for service that exceed the towing allowances referenced in Section 6A. of this Agreement.

**DISPUTE RESOLUTION & ARBITRATION:** If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and Us. You may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement.

### DISTRICT OF COLUMBIA (WASHINGTON, D.C.):

**Cancellation by You:** If We fail to provide Your full refund within forty-five (45) days after You cancel this Agreement, a ten percent (10%) penalty per month shall be added to Your refund. After the first thirty (30) days, or if You have made a claim, You may cancel this Agreement and receive a refund equal to one hundred percent (100%) of the unearned pro rata fee, less any claims paid, less an administrative fee not to exceed the lesser of ten percent (10%) of the gross provider fee paid by You, or seventy-five dollars (\$75).

**Cancellation by Us:** If We cancel this Agreement, We will mail written notice to You at Your last known address, stating the reason and effective date of cancellation at least five (5) days prior to the effective date. However, such prior notice is not required if We cancel for nonpayment, material misrepresentation by You, or a substantial breach of Your contractual duties relating to the Covered Vehicle or its use. After the 30<sup>th</sup> day from the Signature Date or if You have filed a claim, if We cancel for any reason other than nonpayment of the Purchase Price, Your refund will equal one hundred percent (100%) of the unearned pro rata provider fee, less claims paid.

### FLORIDA:

Our Florida license number is #42722. The Florida Office of Insurance Regulation does not regulate the rates charged for this Agreement.

**Transferability: You may transfer the remaining coverage for the Vehicle under this Agreement, 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**

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**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.**

**Cancellation by You:** You may cancel this Agreement 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 60<sup>th</sup> 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. Cancellations initiated by lenders, creditors, or finance companies are only valid if authorized by the terms of this Agreement.

**Cancellation by Us:** 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.

### **GEORGIA:**

**Cancellation by You:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after You return this Agreement. If you cancel within the first thirty (30) days, Your refund will equal the full Purchase Price paid by You, less any claims paid. After the first thirty (30) days, You may cancel this Agreement and receive a refund equal to one hundred percent (100%) of the unearned pro rata Purchase Price, less any claims paid, less an administrative fee not to exceed the lesser of ten percent (10%) of the unearned Purchase Price paid by You, or seventy-five dollars (\$75).

**Cancellation by Us:** We may only cancel this Agreement for fraud, material misrepresentation, or failure to pay the Purchase Price when due. If We cancel this Agreement, We will mail to You written notice, stating the effective date and reason for cancellation, to Your last known address at least thirty (30) days before the effective date of cancellation. If We cancel within the first thirty (30) days, Your refund will equal the full Purchase Price paid by You, less any claims paid. After the first thirty (30) days, Your refund will equal one hundred percent (100%) of the unearned pro rata Purchase Price, less any claims paid.

### **HAWAII:**

**Cancellation by You:** A ten percent (10%) penalty shall be added to a refund not paid or credited within forty-five (45) days after You return or cancel this Agreement.

**Cancellation by Us:** If We cancel this Agreement, We will mail to You written notice to Your last known address at least five (5) days in advance and such notice shall state the reason and effective date of cancellation. However, such notice shall not be required if We cancel for nonpayment, material misrepresentation by You to Us, or substantial breach of Your duties under this Agreement relating to the Covered Vehicle or its use.

### **IDAHO:**

**Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho insurance guaranty association.**

**Cancellation by You:** After the first thirty (30) days, or if You've filed a claim, You will be entitled to a pro rata refund of the Agreement retail price for the unexpired term, less a cancellation fee of fifty dollars (\$50).

### **ILLINOIS:**

**Cancellation by You:** After thirty (30) days, or if You have filed a claim, You may cancel and receive a pro rata refund of the service contract consideration for the unexpired term of the service contract, less a cancellation fee equal to the lesser of ten percent (10%) of the Purchase Price or fifty dollars (\$50), less the value of any service received by You.

### **INDIANA:**

This service contract is not insurance and is not subject to Indiana insurance law.

### **IOWA:**

The Iowa Insurance Division regulates this Agreement. Its address is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315 and its telephone number is (515) 281-5705.

**Cancellation by You:** A ten percent (10%) penalty shall be added each month to a refund is not paid to You within thirty (30) days after You return this Agreement. If You cancel after the first thirty (30) days, or if You have made a claim, You will receive a refund in an amount equal to one hundred percent (100%) of the unearned Purchase Price paid, calculated on a pro rata basis, less an administrative fee equal to the lesser of ten percent (10%) of the total Purchase Price or seventy-five dollars (\$75), less any claims paid.

**Cancellation by Us:** If We cancel this Agreement, We shall provide You written notice at Your last known address at least fifteen days prior to the effective date and such notice shall state the reason and effective date of cancellation. After the 30<sup>th</sup> day from the Signature Date, or if You have made a claim, if We cancel, You will be entitled to a refund equal to one hundred percent of the unearned Purchase Price paid, calculated on a pro rata basis, less any claims paid.

### **LOUISIANA:**

This motor vehicle service contract is not insurance and is not regulated by the Louisiana Department of Insurance. Any concerns or complaints You have under this Agreement may be directed to the state attorney general.

**Cancellation by You:** A ten percent (10%) penalty per month shall be added to any full refund not paid or credited to You within forty-five (45) days after You return this Agreement to Us.

**Cancellation by Us:** If We cancel this Agreement, We will mail written notice to Your last known address, stating the reason and effective date of cancellation, at least fifteen (15) days prior to cancellation. However, prior notice is not required if We cancel for nonpayment, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use.

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### **MAINE:**

**Cancellation by You:** A monthly penalty equal to ten percent (10%) of the provider fee outstanding will be added to any refund not paid or credited within forty-five (45) days after return or cancellation of the Agreement. After the initial 30 day period, or if You have made a claim, You may cancel and receive a refund equal to one hundred percent (100%) of the unearned pro rata provider fee less an administrative fee not to exceed the lesser of ten percent (10%) of the provider fee You paid or seventy-five dollars (\$75), less any claims paid. If You are entitled to a full refund, Your refund will also include any sales tax You paid on this Agreement.

**Cancellation by Us:** If We cancel this Agreement, We shall mail to You written notice to Your last known address, stating the reason and effective date of cancellation at least fifteen (15) days prior to cancellation. After the 30<sup>th</sup> day from the Signature Date or if You have filed a claim, if We cancel for any reason other than nonpayment, We shall refund You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You are entitled to a full refund, Your refund will also include any sales tax You paid on this Agreement.

### **MARYLAND:**

This Agreement is automatically extended if We fail to perform the services under this Agreement and it will not terminate until the services are provided in accordance with this Agreement.

**Cancellation by You:** If We fail to refund You the full consideration paid, or credit Your account with the same, within forty-five (45) days of cancellation, a monthly penalty equal to ten percent (10%) of the value of the consideration paid for this Agreement, for each month the refund is not paid or credited, will be added to Your refund.

### **MINNESOTA:**

**Cancellation by You:** A ten percent (10%) penalty per month shall be added to a full refund not paid or credited within forty-five (45) days after return of this Agreement to Us.

**Cancellation by Us:** If We cancel this Agreement, We shall mail written notice to You at Your last known address, stating the reason and effective date of cancellation, at least fifteen (15) days prior to cancellation, unless we cancel for nonpayment, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use, in which case We will provide the same written notice five (5) days before cancellation.

### **MISSISSIPPI:**

**Cancellation by You:** A ten percent (10%) penalty per month shall be added to a full refund that is not paid or credited to You within forty-five (45) days of You returning the Agreement to Us. After the initial 30 day period, or if You have made a claim, You may cancel this Agreement and You will receive a refund equal to one hundred percent (100%) of the pro rata Purchase Price of this Agreement, less a reasonable administrative fee equal to the lesser of ten percent (10%) of the gross provider fee paid by You or \$75, less any claims paid.

**Cancellation by Us:** We may only cancel this Agreement for nonpayment of the Purchase Price, material misrepresentation by You to Us, or substantial breach of duties by You relating to the Covered Vehicle or its use. After the 30<sup>th</sup> day from the Signature Date or if You have filed a claim, if We cancel for any reason other than nonpayment, We shall refund one hundred percent (100%) of the unearned pro rata Purchase Price, less any claims paid.

### **MISSOURI:**

**Cancellation by You:** A ten percent (10%) penalty of the amount outstanding per month shall be added to any refund not paid within forty-five (45) days after You return this Agreement. If a claim has

been made during the initial 30-day period, Your refund will equal the full Purchase Price, less any claims paid. After the initial 30 day period, You may cancel this Agreement and be entitled to a refund equal to one hundred percent (100%) of the unearned pro rata provider fee, less a reasonable administrative fee of fifty dollars (\$50), less any claims paid. We will mail to you written notice of cancellation within forty-five (45) days of termination.

**Cancellation by Us:** If We cancel within the first 30 days, and You have filed a claim, Your refund will equal the full Purchase Price, less any claims paid.

### **MONTANA:**

**Cancellation by Us:** If We cancel this Agreement, We shall mail to You written notice to Your last known address stating the reason and effective date for cancellation, at least five (5) days prior to cancellation. However, such prior notice shall not be required if We cancel for nonpayment of the Purchase Price, material misrepresentation by You to Us, or substantial breach of duties by You relating to the Covered Vehicle or its use.

**NEVADA:** If You are not satisfied with the manner in which We handle Your claim, You may contact the Commissioner of Insurance at (888) 872-3234 or <http://doi.nv.gov/Contact-Us/>. This Agreement is not renewable.

**TRANSFERABILITY:** The transfer fee shall be twenty-five dollars (\$25).

**Cancellation by You:** A ten percent (10%) penalty of the Purchase Price shall be added to Your refund for each thirty (30) day period, or portion thereof, that We fail to pay Your refund and any accrued penalties, if We fail to issue Your refund after forty-five (45) days following the date when You return this Agreement. After the initial 30-day period, or if You have made a claim, You may cancel this Agreement and receive a refund equal to the unearned provider fee, less a cancellation fee equal to twenty-five dollars (\$25).

**Cancellation by Us:** If this Agreement has been in effect for at least seventy (70) days, We cannot cancel this Agreement before expiration of the term or one (1) year after the effective date of this Agreement, except for the following grounds: failure by You to pay an amount when due; conviction by You of a crime which results in an increase in the service required under this Agreement; discovery of fraud or material misrepresentation by You in obtaining this Agreement, or in presenting a claim for service; discovery of an act or omission by You or a violation by You in any condition of this Agreement which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement; or material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Agreement was issued or sold. No cancellation will be effective until at least fifteen (15) days after the notice of cancellation is mailed to You. After the 30<sup>th</sup> day from the Signature Date or if You have filed a claim, if We cancel this Agreement, You will be entitled to a refund equal to the unearned Purchase Price of this Agreement and We may deduct any outstanding balance on Your account from the amount of the Purchase Price that is unearned by Us when calculating Your refund. We will not impose a cancellation fee. If this Contract has already been issued and the manufacturer's warranty becomes void during the term of this Contract, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, We will continue to provide any other coverage under this

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Contract, unless such coverage is otherwise excluded by the terms of this Contract.

**NEW HAMPSHIRE:** In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at (603) 271-2261 or 21 S. Fruit Street, #14, Concord, NH 03301. All arbitration proceedings arising under this Agreement shall be subject to RSA 542. All arbitration proceedings and any court proceedings arising under this Agreement will occur in New Hampshire.

**NEW JERSEY:**

**Cancellation by You:** A ten percent (10%) penalty of the Purchase Price shall be added, per month, to any full refund or credit not provided to You within forty-five (45) days of cancellation.

**Cancellation by Us:** If We cancel this Agreement, We shall mail written notice to You at Your last known address stating the reason and effective date of cancellation, for delivery at least five (5) days prior to the effective date of cancellation. However, such prior notice will not be required if We cancel for nonpayment of the Purchase Price, material misrepresentation or omission, or substantial breach of contractual obligations concerning Your Vehicle or its use.

**NEW MEXICO:**

This service contract is insured by The American Road Insurance Company. If the Service Contract Provider fails to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit your claim to The American Road Insurance Company at P.O. Box 6045, Dearborn, Michigan 48121 or toll-free number: 800-233-5819. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 1-855-427-5674.

**Cancellation by You:** A ten percent (10%) penalty of the Purchase Price shall be added to Your refund for each thirty (30) day period, or portion thereof, that We fail to pay Your refund and any accrued penalties, within forty-five (45) days of cancellation. After the initial 30 day period, or if You have made a claim, You may cancel this Agreement and receive a refund equal to one hundred percent of the unearned pro rata provider fee, less a reasonable administrative fee not to exceed the lesser of ten percent (10%) of the Purchase Price or seventy-five dollars (\$75), less any claims paid.

**Cancellation by Us:** If this Agreement has been in effect for at least seventy (70) days, We cannot cancel this Agreement before expiration of the term or one (1) year after the effective date of this Agreement, or before the expiration date of this Agreement, except as follows: failure by You to pay an amount when due; Your conviction of a crime that results in an increase in the service required under this Agreement; discovery of fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim for service thereunder; discovery of either of the following if it occurred after the effective date of this Agreement and substantially and materially increases the service required under this Agreement: (a) an act or omission by You, or (b) a violation by You of any condition of this Agreement. No cancellation will be effective until at least fifteen (15) days after the notice of cancellation is mailed to You.

**NEW YORK:**

**Cancellation by You:** A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days after return of this Agreement to Us.

**Cancellation by Us:** If We cancel this Agreement, We shall mail to You written notice to Your last known address stating the reason and effective date of cancellation at least fifteen (15) days prior to

cancellation. However, such advance notice is not required if We cancel for nonpayment of the Purchase Price, a material misrepresentation, or substantial breach of duties by You relating to Your Vehicle or its use.

**NORTH CAROLINA:**

**Cancellation by You:** After the 30<sup>th</sup> day from the Signature Date or if You have filed a claim, if You cancel this Agreement, You will be entitled to a pro rata refund and We may impose an administrative fee that will not exceed the lesser of ten percent (10%) of the amount of the pro rata refund or seventy-five dollars (\$75), less any claims paid.

**Cancellation by Us:** We may not cancel this Agreement in our discretion and may only cancel for nonpayment of the Purchase Price or for a direct violation of this Agreement by You.

**OHIO:** This contract is not insurance and is not subject to the insurance laws of Ohio.

**OKLAHOMA:** This is not an insurance contract. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

**Cancellation by You:** After the 30<sup>th</sup> day from the Signature Date, or if You have filed a claim under this Agreement, if You cancel this Agreement, Your refund will equal ninety percent (90%) of the unearned pro rata provider fee, less the actual cost of any service provided; however, if ten percent (10%) of the unearned pro rata provider fee exceeds seventy-five dollars (\$75), any amounts in excess of seventy-five dollars (\$75) will be added to Your refund.

**Cancellation by Us:** After the 30<sup>th</sup> day from the Signature Date, or if You have filed a claim under this Agreement, if We cancel this Agreement, Your refund will equal one hundred percent (100%) of the unearned provider fee, less the actual cost of any service provided under this Agreement.

**OREGON:**

All service contract obligations, including the Application (this "Agreement") are between Ford Motor Service Company dba the American Road Administrative Company and You.

**Complaints:** Unresolved complaints can be addressed to the Department of Consumer and Business Services, Oregon Division of Financial Regulation, Consumer Advocacy Unit, 350 Winter Street NE, Room 300-2, Salem, Oregon 97301. The telephone number is 1-888-877-4894.

**Dispute Resolution & Arbitration:** If You and We cannot agree to a claim settlement and You have exhausted all internal appeals, You and We may agree to have any dispute related to or arising from this Agreement 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 [www.auto.bbb.org/extendedserviceplan](http://www.auto.bbb.org/extendedserviceplan) or 800-955-5100. We will pay Your reasonable arbitration fees and expenses that are in excess of \$100. You may employ an attorney to represent You in 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 ORS 36.600-36.740. Arbitration will take place in the state of Oregon in accordance with Oregon laws unless You and We mutually agree to another location. All arbitration decisions shall be in writing with a supporting opinion.

**SOUTH CAROLINA:** In the event of a dispute with Us, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 or call (800) 768-3467.

## TERMS AND CONDITIONS

**Cancellation by You:** A ten percent (10%) penalty per month shall be added to any full refund not paid or credited to You within forty-five (45) days after return of this Agreement to Us.

**Cancellation by Us:** If We cancel this Agreement, We shall mail to You written notice to Your last known address stating the reason and effective date of cancellation at least fifteen (15) days prior to cancellation. Such prior notice is not required if We cancel for nonpayment of the Purchase Price, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use.

### **TEXAS:**

Unresolved complaints concerning Us or Our Administrator, or questions concerning the regulation of service contract providers and administrators, may be directed to the Texas Department of Licensing and Regulation (“TDLR”). TDLR’s mailing address is P.O. Box 12157, Austin, TX 78711-2157, and its telephone number is (800) 803-9202. Our Texas license is #165.

Our obligations are insured under a reimbursement insurance policy issued by The American Road Insurance Company (P.O. Box 6045, Dearborn, Michigan 48121; Toll-free number: 800-233-5819). If We fail to provide covered service under this Agreement before the 61<sup>st</sup> day after the date proof of loss is presented by You to Us; or if We fail to issue a refund or provide a credit before the 46<sup>th</sup> day after the date that this Agreement is cancelled by You, then You may seek payment from the insurer directly.

**Cancellation by You:** You may cancel this Agreement before the thirty-first (31st) day after the Signature Date, and if You have filed a claim, You will be entitled to a refund equal to the full Purchase Price paid, less the cost of any claims paid under this Agreement. You may cancel this Agreement on or after the thirty-first (31st) day after the Signature Date, and receive a refund equal to the pro rata Purchase Price, less a cancellation fee equal to fifty dollars (\$50), less any claims paid. If we fail to pay or credit any refund due to You before the forty-sixth (46th) day after the date notice of cancellation was received by Us, a ten percent (10%) penalty of the amount outstanding shall be added to Your refund for each month the refund amount remains outstanding.

**Cancellation by Us:** We may cancel this Agreement before the thirty-first (31st) day after the Signature Date, and if You have filed a claim, You will be entitled to a refund equal to the full Purchase Price paid, less the cost of any claims paid under this Agreement. We may cancel this Agreement on or after the thirty-first (31st) day after the Signature Date, and You will be entitled to a pro rata refund of the Purchase Price, less any claims paid, and We will not impose a cancellation fee. We may cancel this Agreement by mailing a written notice of cancellation to Your last known address stating the reason and effective date of cancellation at least five (5) days prior to the effective date of cancellation. However, such prior notice is not required if We cancel because of nonpayment of the Purchase Price, fraud or material misrepresentation by You to Us, or substantial breach of a duty by You relating to the Covered Vehicle or its use. Purchase Price

**UTAH:** This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

**Cancellation by Us:** We may only cancel this Agreement for material misrepresentation, substantial change in the risk assumed unless We should have reasonably foreseen the change or contemplated the risk when entering into the contract, substantial breach in contractual duties, or nonpayment. Notice of cancellation stating

the reason and effective date of cancellation will be mailed to You and delivered no sooner than thirty (30) days in advance of the effective date of cancellation, except for nonpayment of the Purchase Price in which case the notice will be delivered no sooner than ten (10) days after delivery of the notice. Any written notice required by Us will be sent to You via first-class mail.

**Dispute Resolution & Arbitration:** Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which will be made available by the company upon request. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.

**VIRGINIA:** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

### **WASHINGTON:**

All service contract obligations, including the Application (this “Agreement”) are between Ford Motor Service Company dba the American Road Administrative Company and You.

**We shall not deny a claim for coverage based upon Your failure to properly maintain the vehicle in accordance with the manufacturer’s recommendations, unless the failure to maintain the vehicle involved the failed part or parts.**

**Dispute Resolution and Arbitration:** Any dispute arising out of this Agreement shall be brought in a state court of Washington. Any arbitration proceeding initiated under this Agreement shall be held at a location in closest proximity to Your permanent residence. Arbitration proceedings under this Agreement will be binding. All arbitration will be conducted in conformity with Chapter 7.04A

**Cancellation by You:** A ten percent (10%) penalty shall be added to any refund not paid within thirty (30) days after return of this Agreement to Us. After the first thirty (30) days or if You have filed a claim, if You cancel, You will be entitled to a refund equal to the pro rata Purchase Price, less a cancellation fee of twenty-five dollars (\$25).

**Cancellation by Us:** We only have sixty (60) days from the Signature Date of this Agreement to determine whether or not Your vehicle qualifies for this Agreement and after sixty (60) days, Your vehicle will be qualified and We cannot cancel based on eligibility or any other reason. If We do cancel this Agreement within the initial sixty (60) day period, We will provide written notice to Your last known address stating the actual reason and effective date of cancellation at least twenty-one (21) days prior to the cancellation.

**WISCONSIN:** This contract is subject to limited regulation by the office of the commissioner of insurance.

**Cancellation by You:** A ten percent (10%) penalty of the refund amount outstanding shall be added per month if We fail to provide Your full refund within forty-five (45) days of return of this Agreement. Subsequent to the initial 30 day period, or if You have made a claim, You may cancel and receive a refund equal to one hundred percent (100%) of the unearned pro rata Purchase Price, less a reasonable administrative fee equal to the lesser of ten percent (10%) of the provider fee or \$75, less any claims paid. In the event of a total loss of the Covered Vehicle, occurring after the 30<sup>th</sup> day from the Signature Date, that is not covered by this Agreement,

## TERMS AND CONDITIONS

You may cancel and receive a pro rata refund of the unearned Purchase Price, less any claims paid.

**Cancellation by Us:** We may only cancel this Agreement for nonpayment of the Purchase Price, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use. If We cancel, We shall mail to You written notice to Your last known address stating the reason and effective date of cancellation at least five (5) days prior to cancellation. After the 30<sup>th</sup> day from the Signature Date or if You have filed a claim, if We cancel for any reason other than nonpayment, We shall provide You a refund equal to one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

**WYOMING:**

**Cancellation by You:** A ten percent (10%) penalty per month shall be added to any full refund not paid or credited within forty-five (45) days after return of this Agreement to Us.

**Cancellation by Us:** If We cancel this Agreement, We shall mail to You written notice to Your last known address stating the reason and effective date of cancellation at least ten (10) days prior to cancellation by Us. Prior notice is not required if We cancel for nonpayment of the Purchase Price, material misrepresentation by You to Us, or substantial breach of duties by You relating to the Covered Vehicle or its uses.