

## 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 or Lincoln, 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"). You may contact Us at the address listed above in 1A.

**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, or issue a refund under this Agreement, 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. Coverage ends at the earliest of the Number of Months Purchased or the Number of Miles purchased from the New Vehicle Limited Warranty Start Date or Zero Miles.

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

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

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

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

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

- a) it is used primarily for business purposes, or for government purposes, including by an individual or multiple drivers of any government agency or municipality;
- b) it is used in a farm, delivery, or construction business;
- c) 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.

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

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

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

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

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

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

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

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

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

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

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

**Snowplow** means any new or used Ford or 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, spark plugs, 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.

**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 - "BaseCARE EV"

If You elected BaseCARE EV, the following items are covered Coverages.

Universal and constant velocity joints, axle shafts, seals and gaskets.

**Drive Motors** – Traction motor and all related internal parts.

**Rear-Wheel Drive** – Drive axle housings, universal and constant velocity joints, axle shafts, seals and gaskets, driveshafts, oil pump and water pump.

**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).

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

**Steering** - seals and gaskets, power steering gear housing and all internal parts, including linkages, column lock (tilt wheel) and the idler arm.

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

**NOTE: This coverage includes only the items listed in this paragraph and does not include either front-end 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. **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, evaporator, A/C compressor head, A/C compressor clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and field coil.

**Electrical** - Manually operated electrical switches, ignition switch, wiper motors, radiator fan relay, wiring harnesses 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.**

##### 5B. COVERED ITEMS - "ExtraCARE EV"

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

**High Tech** - Automatic temperature control, air conditioner accumulator, heater blower motor, heater control assembly, heater core assembly, radiator, radiator fan, radiator fan clutch or motor, 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**), powertrain mounts.

##### 5C. COVERED ITEMS - "PremiumCARE EV"

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

##### 5D. COVERED ITEMS – "PremiumCARE Plus EV"

###### WHAT THIS PLAN COVERS:

If You elected PremiumCARE Plus EV, You have all benefits included under PremiumCARE EV and 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, 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 at every service interval.

- 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 E Wear Item are covered under the terms of this agreement. All coverages expire at the earlier of the selected time or mileage; scheduled maintenance coverage expire at the earlier of time, mileage or numbers of service visits selected.

**DEDUCTIBLES:** The Standard Deductible is \$0 for PremiumCARE Plus EV only.

**SURCHARGES:** On New Mechanical coverage 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 the same Coverage 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 (4 years or 50,000 miles for Lincoln), We will charge a \$200 fee (including the 12/12 Surcharge).

**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.

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

#### 6. ADDITIONAL BENEFITS

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### 6A. ROADSIDE ASSISTANCE COVERAGE

For questions or inquiries, You should address correspondence to Ford/Lincoln Roadside at P.O. Box 9145, Medford, MA 02155.

Roadside Assistance includes:

(i) Roadside Assistance Items, (ii) Emergency Travel Expense Reimbursement, and (iii) Destination Assistance. The Roadside Assistance benefits provided under this Agreement are available from Ford/Lincoln Roadside 24 hours a day, 7 days a week.

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

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

**1. ROADSIDE ASSISTANCE ITEMS COVERED:** Roadside Assistance provides coverage of up to \$100 in benefits for the following items (including the cost of the service call and labor costs for services performed at the site of the disablement): (a) lock-out assistance; (b) flat tire changes; (c) battery jump starts (electric Vehicle's main power cell batteries are not included in this coverage), EV Out of Charge - We will tow vehicle to your home or business, public charger or EV Certified dealer within fifty (50) miles provided that coverage is limited to 3 "no charge" service calls during a 12-month period; (e) towing, when the Vehicle is disabled, provided this coverage is limited to one tow per disablement; and (f) winching, when the Vehicle requires standard service from a paved or country maintained road, and not for recoveries.

**ITEMS NOT COVERED: Roadside Assistance does not provide coverage for: (a) replacement parts, (b) tire repair, (c) rental of towing equipment, (d) storage fees; (e) fees for labor performed at a garage or service facility; or, (f) impound towing or towing by a person other than a licensed service station or garage; g) the assistance of any private parties or (h).** 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 (Mechanical Repairs Only)** - If Your Vehicle is disabled 100 or more miles from Your residence (according to Ford-Lincoln Roadside records) as a result of a collision or a mechanical Failure covered by this Agreement or the New Vehicle Limited Warranty, We will reimburse You **up to \$1000 for the actual Emergency Travel Expenses You incur within the first 5 days following the disablement.**

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

**To receive reimbursement expenses under EMERGENCY TRAVEL EXPENSE REIMBURSEMENT and DESTINATION ASSISTANCE, within twenty (20) days of the disablement, You must send to Ford/Lincoln Roadside at the address shown here-in a written request for benefits that includes: (i) a statement of Your loss; (ii) the original receipts for Your expenses; (iii) a copy of the accident report filed**

**with the state or local police (if the disablement is caused by a collision); (iv) a copy of the repair order indicating the service or repairs performed under this Agreement or the Vehicle(s) New Vehicle Limited Warranty (if the disablement is due to a Failure).**

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

**5. KEY SERVICES OPTION (Mechanical Only):**

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

**5.2.B.** If You are a resident of CT, MA, or PA, You will receive the Roadside Assistance Coverage and the key service described in this Section 6A as a motor club membership benefit at no additional charge to You. The motor club membership is provided for the benefit of Us by Cross Country Motor Club, Inc. in these States, You may access Your membership brochure at <http://www.crosscountrymotorclub.com/fordlincolnkey-terms>.

If You would like a copy mailed to you, contact Ford and Lincoln Roadside at 800-241-3673 and request a membership brochure. To receive Key Services coverage, You must return to Your selling dealer or other franchise dealer for key replacement.

**6B.1. RENTAL CAR REIMBURSEMENT:** For a covered Failure under this Agreement; the Manufacturer's Limited Warranty; or a Ford Motor Company Powertrain, Safety, Emissions coverage or recall/customer satisfaction program, You may be eligible for reimbursement of receipted expenses for a rental car or for alternate public transportation (including but not limited to Uber, Lyft, or other modes of public transportation). If you rent a vehicle, it must be from a Ford or Lincoln dealership or other commercial agency. If You meet all eligibility requirements set forth herein, We will reimburse You for vehicle rental charges or alternate public transportation costs You actually incur up to \$60 per day (including tax) (\$72 per day on Aviator, MKT, Navigator) for up to 10 days (3 days for RentalCARE coverage plans, 2 days for any Scheduled Maintenance or Wear claims) or until the repair is complete, whichever occurs first. Rental Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service and the vehicle is inoperable or continued operation would result in additional damage to the vehicle. Rental Car Reimbursement ends when the repair is completed.

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

**3. ENHANCED RENTAL DELETE:** If You elect the Enhanced Rental Delete Option, We will reimburse You for vehicle rental charges or alternate public transportation costs You actually incur up to \$45 per day (including tax) on Ford, Lincoln and \$40 per day (including tax) on Competitive Make vehicles.

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

**6D. PICK UP & DELIVERY/MOBILE SERVICE OPTION (Mechanical):** This option is available on New PremiumCARE EV, Ford Blue Advantage - GOLD PremiumCARE EV, L-CPO PremiumCARE EV for Lincoln vehicles. Coverages on eligible vehicles with a covered Failure under this Agreement; the Manufacturer's Limited Warranty; or a Ford Motor Company Powertrain, Safety, Emissions coverage or recall/customer satisfaction program. If You elected the Pick Up & Delivery/Mobile Service Option You must contact your selling dealership for pick-up and delivery or mobile service. Your vehicle location must be within a 20-mile radius of Your selling dealer to be eligible for coverage.

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

If you elected PremiumCARE Plus EV, additionally You receive coverage 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 and Mobile Service excludes non-covered repairs, car washes, detailing, lease or vehicle returns or First Day Rental benefits (unless this option is included).**

**7. WHAT IS NOT COVERED BY THIS AGREEMENT:** Unless stated otherwise (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 failure; (5) damage from fire or explosions, road hazards, other casualty losses; or (6) losses due to negligence, including racing;
- e) Failures caused by: (1) alterations or modifications of the Vehicle, including the body, chassis, or electronic components, after the Vehicle leaves the control of the manufacturer (2) any part designated for "off road only" that is not installed by the manufacturer, including, but not limited to, lift kits, oversized tires, roll bars, and performance enhancing powertrain

components; (3) tampering with the Vehicle or the emissions system and components; (4) installation or use of any mechanical or electrical part not approved, certified or authorized by the Vehicle's manufacturer or any Failure caused by after-market (non-factory approved) PCM reprogramming;

- f) All repairs that are required due to a condition that existed prior to the Signature Date of this Agreement;
- g) Repairs or services caused by lack of required or recommended maintenance, per the manufacturer's guidelines;
- h) Scheduled Maintenance Services;
- i) Repairs needed to a covered part caused by the Failure of a non-covered part;
- j) Repairs to the Vehicle if the odometer is altered, broken, repaired or replaced so that We cannot determine the actual mileage on the Vehicle;
- k) Repairs to the Vehicle necessary due to operation outside of the United States, Guam, Mexico, Puerto Rico, Virgin Islands, American Samoa, or Canada;
- l) Loss of use of the Vehicle, loss of income, special or consequential damages, and personal expenses, such as motels, food and mileage (except as provided by Roadside Assistance);
- m) Rental vehicle charges or fees such as mileage charges, drop-off fees, insurance, or;
- n) Shop supplies and disposal of environmental wastes from the Vehicle or fuel used during the repair of Your Vehicle or storage fees;
- o) Electrical failures on incandescent bulbs, halogen bulbs, High Intensity Discharge (HID) and LED lamp assemblies (except when Interior/Exterior Lighting Option is purchased);
- p) Service adjustments and cleaning/lubricating procedures, fixed (non-moving) body parts, bumpers, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, side and rear view mirrors (glass and housing), rattles/squeaks/wind noise/odors/water leaks, tires, tune-ups, wheel balancing, wheel alignment, fogging/moisture of lamp assemblies, weather strips, wheels, wheel studs, wheel covers, convertible top and bow, fabric, liners, fasteners, carpets, dash pad, knobs, trim, upholstery, physical damage or cosmetic issues;
- q) Damage caused by the environment and pollution, including airborne fallout, corrosion, chemicals, debris, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;
- r) Damage caused by theft, vandalism, terrorism, riot or acts of war;
- s) Batteries of all types and cables, brakes (front hub, drums, shoes, linings, disc rotors, pads), exhaust system (includes catalytic converter), and software upgrades;
- t) Costs or expenses of Failures not covered by this Agreement including teardown, rental expense, inspection or diagnosis;
- u) The following vehicles/manufacturers and/or usage is not covered by this Agreement: Alpha Romeo, Aston Martin, Bentley, Bugatti, Ferrari, Fisker, Hummer, Lamborghini, Land Rover, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, Saab, Suzuki, Tesla and Wheego. Acura: NSX: Audi: A8, A8 L, R8, R9, R20, RS6, RS7, RS Q8, S8, SQ7 and SQ8; BMW: 6 series, 7 series, 8 series, i8, M series, Alpina, and Z8; Cadillac: V series, and XLR; Chevrolet: Camaro ZL1, Corvette 427, Corvette Z06, and Corvette ZR1; Stealth, and Viper; Ford: Foose F-150, GT, Mustang All Roush Performance Modified Vehicles (except Stage 1 and Stage 2), Shelby GT500KR, GTS, Supersnake, Tonka and any other Shelby Performance Modified Vehicles, all Saleen modified vehicles, and Transit Connect Electric; Honda: Civic Natural Gas and Fuel Cell X Clarity; Jaguar: XJ series and XK series; Lexus: F, GS-F, LF-A and RC

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F; Mercedes-Benz: AMG, CL Class, EQC, Kompressor, S Class, SL Class, and SLR Class; Nissan: GT-R; and Volkswagen: Phaeton and any model with a W12 engine, taxis, vehicles used for competitive driving/racing/off-road use, all performance modified vehicles (including Hennessey), Fuel cell vehicles, 4X2 equipped vehicles modified with 4X4 AWD capabilities and incomplete vehicles (e.g. chassis cabs, cutaways, stripped chassis);

- z) 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;
- w) Vehicles manufactured for sale outside the United States, or Canada;
- x) Used Mechanical Plans exclude all emergency vehicles (fire/ambulance), all police vehicles, limousines, livery, shuttles, and tow trucks;
- y) Coil-over shock sometimes defined as a strut, unless MacPherson style suspension component;
- z) Any service adjustment, cleaning, reprogramming, repair or replacement of a failed part not associated with a scheduled maintenance service or Wear Item;
- aa) Repairs or services to aftermarket performance enhancing powertrain components, including but not limited to, Ford racing parts or accessories.

### 8. REPAIR INFORMATION

**8A. WHERE TO GO FOR REPAIRS:** (1) To obtain repairs or services under this Agreement on Ford or Lincoln 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. If the Vehicle is a Lincoln, call 800-521-4140 to find the nearest Lincoln dealership. Call 800-521-4144 to determine if repairs or services to Your Competitive Make Vehicle are covered by this Agreement. (2)(a) In an Emergency Repair, You may use other repair or service facilities if all local Ford and Lincoln dealerships within a 25 mile radius are closed (b) To request reimbursement, You must provide a copy of the repair order and proof of payment to Your Selling Dealer or contact 1-800-321-7790. You have one year from the repair order open date or payment receipt date to request Your reimbursement. **You are responsible for transporting the Vehicle to a repair facility and no at-home services will be provided.**

### 8B. REPAIRS ARE MADE WITH AUTHORIZED NEW OR

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

### 8C. LOSS LIMITS:

#### Mechanical Repairs:

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.

#### Maintenance and/or Wear Repair:

Our liability for any one (1) repair visit shall not exceed the current 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) 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).

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

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

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

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

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

On New Mechanical Coverages purchased beyond 12 months or 12,000 miles, whichever comes first, within the New Vehicle Limited Warranty coverage, We will charge a \$100 fee ("12/12 Surcharge").

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

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

**11A. TRANSFERABILITY:** You may transfer 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

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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, less the cost of any benefits paid under this Agreement, 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 Section 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, We will refund the Purchase Price on a Pro Rata basis. We may cancel this Agreement if You fail to comply with this Agreement. If We cancel this Agreement before the end of the 30th day from the Signature Date, and if no claims have been filed, We will return to You the full Purchase Price that You paid for this Agreement. If We cancel this Agreement after the 30th day from the Signature Date, or if You have filed a claim, We will refund the Purchase Price You paid on a Pro Rata basis. We will not deduct a cancellation fee from Your refund if We cancel.

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

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

**13. DISPUTE RESOLUTION & ARBITRATION:** Either You or We may choose to have any dispute related to this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. We do not agree to class arbitration. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/extendedserviceplan](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 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, less the cost of any benefits provided under this Agreement.

**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

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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. We are the Administrator under this Agreement. All references to "Administrator" shall refer to Us.

**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 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

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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. After the first thirty (30) days, or if You have filed a claim, 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.

### **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

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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 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.

**Cancellation by You:** After the first 30 days, or if You have made a claim, You may cancel this Agreement and You shall be entitled to a refund equal to the unearned portion of the full Purchase Price paid by You, less an administrative fee not exceed the lesser of ten percent (10%) of the gross amount actually paid by You for this Agreement, or seventy-five dollars (\$75).

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### **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.

**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.

## TERMS AND CONDITIONS

### 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.

**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. We are the Administrator under this Agreement. All references to “Administrator” shall refer to Us.

**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:

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), less the cost of any benefits provided under this Agreement.

**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.

**Section 1D. Insurer “Guarantee”** is deleted and replaced with the following: You may file a claim, including all sums which We are legally obligated to pay to You, directly with The American Road Insurance Company, subject to the exclusions, deductions and limitations contained in this Agreement and in the underlying policy of insurance. The policy also covers Our cancellation refund obligations. You may contact The American Road Insurance Company using the information in Section 1C.

**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, 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

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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.