

TireCARE Plus/TireCARE/DentCARE/WindshieldCARE/WindshieldCARE Plus/DoubleCARE Plus/DoubleCARE/TripleCARE Plus/TripleCARE Plan LIMITED AGREEMENT TERMS, CONDITIONS AND CLAIM PROCEDURES

INTRODUCTION AND PARTIES

A. All service contract obligations arising out of the TireCARE Protection /TireCARE Plus Protection/ DentCARE Protection/WindshieldCARE Repair Protection/TripleCARE/ TripleCARE Plus Plan Limited Agreement ("Agreement") are between The American Road Administrative Company, the Service Contract Provider (hereinafter referred to as "We", "Us", "Our", "Provider" or "Obligor") and the Service Contract Holder (hereinafter referred to as "You", "Your", "Registered Customer"). You may contact Us at the following address:

The American Road Administrative Company
P.O. Box 6045
Dearborn, Michigan 48121
Toll-free number: 800-521-4144

B. The following entities perform administrative services on behalf of the Service Contract Providers:

Cancellations/Transfers
Percepta Philippines (TX Lic. #SCP(a)-172)
Percepta LLC (TX Lic. #SCP(a)-171)
P.O. Box 6045
Dearborn, Michigan 48121
Toll-free number: 800-521-4144

Coverage/Claims
Safe-Guard Products International (TX Lic. SCP(a) - 203)
Two Concourse Parkway, Suite 500
Atlanta, GA 30328
Toll-free number: 800-321-7790

C. If You purchased the TripleCARE Plus Plan, You are entitled to the TireCARE Plus, DentCARE and WindshieldCARE coverages described in this Agreement. If You purchased the TripleCARE Plan, You are entitled to the TireCARE, DentCARE and WindshieldCARE coverages described in this Agreement. If You purchased the DoubleCARE Plus Plan, You are entitled to the TireCARE Plus, and DentCARE coverages described in this Agreement. If You purchased the DoubleCARE Plan, You are entitled to the TireCARE, and DentCARE coverages described in this Agreement.

D. If You purchased the TireCARE Plus individual protection, You are entitled to all of the coverages described in Section 1. TireCARE Plus Protection Plan Coverages. If You purchased the TireCARE individual protection, You are entitled to all of the coverages described in Section 2. TireCARE Protection Plan Coverages. If You purchased the DentCARE individual protection, You are entitled to the coverages described in Section 3. DentCARE Protection Plan Coverages. If You purchased the WindshieldCARE individual protection, You are entitled to the coverages described in Section 4. WindshieldCARE or Section 5. WindshieldCare Plus Protection Coverages.

E. If You selected the Optional Off Road Surcharge, You are entitled to all of the coverages described in the applicable coverage section, regardless of whether the Covered Vehicle is being used for Off Road Purpose, which is defined as an activity or sport utilizing a 4-wheel drive, motor vehicle over rough terrain such as muddy, rocky, or gravel-filled paths or trails.

F. If You selected the Optional Commercial Use Surcharge, You are entitled to all of the coverages described in the applicable coverage section, regardless of whether the Covered Vehicle is being used for a Commercial Purpose, which is defined as a vehicle (i) used primarily for business or Government purposes, by an individual or multiple drivers, any government agency or municipality; or (ii) designated by the Selling Dealer as a vehicle sold for commercial use when reported to the vehicle's manufacturer; **unless the Covered Vehicle is being used as an emergency vehicle, a rental vehicle, for livery, towing, snowplowing or racing ("Prohibited Commercial Use(s)"). Ford, Lincoln and Mercury currently use the following delivery codes in association with commercial vehicles: "3", "4", "6", "7", "C", "D", "E", "H", "I", "L", "M", "S", "T", and "#", although those codes may change at any time.**

1. TireCARE Plus PROTECTION PLAN COVERAGES

This TireCARE Plus Tire and Wheel Protection Limited Agreement ("Agreement") shall reimburse the Registered Customer (also referred to as "Owner", "You" and "Your" herein) for the costs associated with the repair or replacement of a tire or wheel attached to the Covered Vehicle which is damaged by a covered Road Hazard, this Agreement will reimburse the Registered Customer for the approved costs associated with the repair or replacement of the damaged tire and/or the replacement of the damaged wheel

subject to the following terms and conditions:

- a) If the tire can be repaired; Administrator will reimburse You for the approved costs associated with the repair including mounting, balancing, valve stems, taxes and disposal (where applicable).
- b) If the tire cannot be repaired or the wheel is damaged Administrator will reimburse You for (1) **an approved replacement tire and/or wheel of like, kind and quality at the average regional retail market rate** and (2) the approved costs associated with the replacement including mounting, balancing, valve stems, taxes and disposal (where applicable).
- c) If an alloy, aluminum, or steel wheel suffers Cosmetic Damage as defined below, We will authorize the repair of the Cosmetic Damage. Administrator will determine the best repair process for the Cosmetic Damage. Cosmetic Damage means damage to a wheel that does not affect the performance of the wheel or its ability to seal with the tire (i.e. nicks and scrapes) and can be repaired by sanding, painting or refinishing the wheel without the need to (i) apply an additive material to the wheel or (ii) bend or straighten the wheel, and is limited to factory wheel brushed or painted surfaces.
- d) **Administrator will reimburse You for towing costs necessitated by damage caused by a covered Road Hazard up to \$100 including installation of a spare tire.**
- e) **Rental Coverage**
 - (i) **Enhanced Rental Coverage:**
Unless the Enhanced Rental Delete box is selected on the first page of this Agreement, Administrator will reimburse You for up to sixty (\$60) dollars (including tax) per day for all Covered Vehicles for a maximum of 2 days per occurrence for rental car expenses incurred by You while the Covered Vehicle's tire(s) and/or wheel(s) are being repaired or replaced pursuant to this Agreement.
 - (ii) **Enhanced Rental Delete Coverage:**
If the Enhanced Rental Delete box is selected on the first page of the Agreement, Administrator will reimburse You for up to forty (\$40) dollars (including tax) per day for all Covered Vehicles, for a maximum of 2 days per occurrence for rental car expenses incurred by You while the Covered Vehicle's tire(s) and/or wheel(s) are being repaired or replaced pursuant to this Agreement.
 - (iii) **Rental Coverage Guidelines:**
Prior authorization for reimbursement of rental car expenses is required. Rental car expense reimbursement begins when the Covered Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service under this Agreement. We will not reimburse You for any vehicle rental charge(s) incurred before the Signature Date of this Agreement or upon completion of Your repair.
- f) **Replacement of aftermarket tires and wheels must comply with manufacturer's warranty guidelines (i.e. modifications which would void the manufacturer's warranty are not covered).**

TireCARE Plus LIMITATIONS OF COVERAGE

1. **The TireCARE Plus Protection Plan is only available for purchase at the time of sale of the Covered Vehicle.**
2. **Tread Depth Requirement: Covered Vehicle's tires must have a minimum of 3/32" tread depth at the lowest point on the tire at the time of damage.**
3. **Owner Responsibilities: Maintain air pressure at Covered Vehicle's/ tire manufacturer's recommended levels and perform all manufacturer recommended and preventative maintenance, including alignments, rotations and balancing. Check tires periodically for (1) tread depth less than 3/32", (2) improper wear and (3) dry rot. Replace any tire with any of these conditions.**
4. **Road Hazards are defined as debris on a public roadway such as nails, glass, potholes, rocks, tree limbs or any other object or condition not normally found in the roadway. Road conditions (such as uneven lanes or metal plates) found in construction zones or construction sites are not considered a covered Road Hazard. Damage or accidents caused by these conditions should be reported to Your automobile insurance company.**

TireCARE Plus/TireCARE/DentCARE/WindshieldCARE/WindshieldCARE Plus/DoubleCARE Plus/DoubleCARE/TripleCARE Plus/TripleCARE Plan LIMITED AGREEMENT TERMS, CONDITIONS AND CLAIM PROCEDURES

TireCARE Plus CLAIM PROCEDURE

Call Administrator at 800-321-7790 for a prior approval claim number before initiating a covered repair. Administrator's claims hours are 7am-8pm ET Monday through Friday and 8am-5pm ET Saturday. Repairs performed during non-business hours MUST be reported the following business day. The Administrator, at its sole discretion, has the right to inspect or require photographs of any tire/wheel prior to paying any claim benefit. Administrator has the right to require that the Covered Vehicle be present during inspection. In the event the damaged tire/wheel is not available for inspection, there will be no claim benefit payable under the Agreement. For reimbursement, Registered Customer must submit a copy of (1) the Agreement, (2) prior approval claim number, (3) invoice and receipts indicating repair/replacement and tread depth, and (4) a completed claim form (to be provided by Administrator at the time of claim initiation) to Administrator via mail at Two Concourse Parkway, Suite 500, Atlanta, GA 30328. Administrator has the right to reasonably request any other documents or information necessary to process the claim. Repairs will be made with new manufacturer parts or other parts authorized by the Administrator. Administrator reserves the right to deny claims at any time due to misuse, fraud, or misrepresentation. This is a reimbursement program for the repair/ replacement of tires and/or the replacement of wheels damaged due to a covered road hazard.

TireCARE Plus NON-COVERED EXPENSES

Any and all fines. Snow tire or chain mounting or removal. Towing by unlicensed service stations or garages. Second tows. Unauthorized rental/replacement vehicles. Vehicle storage charges. Service on vehicles in unsafe condition for service or towing. Failures resulting from normal wear and tear. No reimbursement is provided for service or towing on roads not regularly maintained. Tire/wheel accessories. Environmental fees. Shop supplies. Nitrogen filling for tires. Alignments or mechanical adjustments to the Covered Vehicle. Shipping associated with the damaged tire/wheel or replacement tire/wheel. Tire pressure monitoring system reprogramming.

TireCARE Plus EXCLUSIONS

Any towing cost exceeding \$100 and/or not related to the covered repair/ replacement of a tire or covered replacement of a wheel damaged due to a covered road hazard including installation of a spare tire. For the Enhanced Rental Coverage, any rental coverage costs exceeding sixty (\$60) dollars per day or one hundred twenty (\$120) dollars per occurrence (including tax). For the Enhanced Rental Delete Coverage, any rental coverage costs exceeding forty (\$40) dollars per day or eighty (\$80) dollars per occurrence (including tax). Tires with less than 3/32" tread depth at the lowest point on the tire, Cosmetic Damage to chrome, clad, or any wheel other than alloy, aluminum, or steel. Cosmetic Damage to tires, sidewall damage, etc., broken tire belts, operator error, abnormal wear, weather cracking, tread separation, dry rot, fixed object impact, or vandalism. Damage exacerbated by continued use of a damaged tire/wheel after initial occurrence of damage. Recapped tires and racing tires. Wheels greater than 22 inches. See the General Exclusions section.

2. TireCARE PROTECTION PLAN COVERAGES

This TireCARE Tire and Wheel Protection Limited Agreement ("Agreement") shall reimburse the Registered Customer (also referred to as "Owner", "You" and "Your" herein) for the costs associated with the repair or replacement of a tire or wheel attached to the Covered Vehicle which is damaged by a covered Road Hazard, this Agreement will reimburse the Registered Customer for the approved costs associated with the repair or replacement of the damaged tire and/or the replacement of the damaged wheel subject to the following terms and conditions:

- If the tire can be repaired; Administrator will reimburse You for the approved costs associated with the repair including mounting, balancing, valve stems, taxes and disposal (where applicable).
- If the tire cannot be repaired or the wheel is damaged (excluding cosmetic damage) Administrator will reimburse You for (1) an approved replacement tire and/or wheel of like, kind and quality at the average regional retail market rate and (2) the approved costs associated with the replacement including mounting, balancing, valve stems, taxes and

disposal (where applicable).

- Administrator will reimburse You for towing costs necessitated by damage caused by a covered Road Hazard up to \$100 including installation of a spare tire.
- Rental Coverage

(i) Enhanced Rental Coverage:

Unless the Enhanced Rental Delete box is selected on the first page of this Agreement, Administrator will reimburse You for up to sixty (\$60) dollars (including tax) per day for all Covered Vehicles, for a maximum of 2 days per occurrence for rental car expenses incurred by You while the Covered Vehicle's tire(s) and/or wheel(s) are being repaired or replaced pursuant to this Agreement.

(ii) Enhanced Rental Delete Coverage:

If the Enhanced Rental Delete box is selected on the first page of the Agreement, Administrator will reimburse You for up to forty (\$40) dollars (including tax) per day for all Covered Vehicles, for a maximum of 2 days per occurrence for rental car expenses incurred by You while the Covered Vehicle's tire(s) and/or wheel(s) are being repaired or replaced pursuant to this Agreement.

(iii) Rental Coverage Guidelines:

Prior authorization for reimbursement of rental car expenses is required. Rental car expense reimbursement begins when the Covered Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service under this Agreement. We will not reimburse You for any vehicle rental charge(s) incurred before the Signature Date of this Agreement or upon completion of Your repair.

- Replacement of aftermarket tires and wheels must comply with manufacturer's warranty guidelines (i.e. modifications which would void the manufacturer's warranty are not covered).

TireCARE LIMITATIONS OF COVERAGE

- The TireCARE Protection Plan is only available for purchase at the time of sale of the Covered Vehicle.
- Tread Depth Requirement: Covered Vehicle's tires must have a minimum of 3/32" tread depth at the lowest point on the tire at the time of damage.
- Owner Responsibilities: Maintain air pressure at Covered Vehicle's/ tire manufacturer's recommended levels and perform all manufacturer recommended and preventative maintenance, including alignments, rotations and balancing. Check tires periodically for (1) tread depth less than 3/32", (2) improper wear and (3) dry rot. Replace any tire with any of these conditions.
- Road Hazards are defined as debris on a public roadway such as nails, glass, potholes, rocks, tree limbs or any other object or condition not normally found in the roadway. Road conditions (such as uneven lanes or metal plates) found in construction zones or construction sites are not considered a covered Road Hazard. Damage or accidents caused by these conditions should be reported to Your automobile insurance company.

TireCARE CLAIM PROCEDURE

Call Administrator at 800-321-7790 for a prior approval claim number before initiating a covered repair. Administrator's claims hours are 7am-8pm ET Monday through Friday and 8am-5pm ET Saturday. Repairs performed during non-business hours MUST be reported the following business day. The Administrator, at its sole discretion, has the right to inspect or require photographs of any tire/wheel prior to paying any claim benefit. Administrator has the right to require that the Covered Vehicle be present during inspection. In the event the damaged tire/wheel is not available for inspection, there will be no claim benefit payable under the Agreement. For reimbursement, Registered Customer must submit a copy of (1) the Agreement, (2) prior approval claim number, (3) invoice and receipts indicating repair/replacement and tread depth, and (4) a completed claim form (to be provided by Administrator at the time of claim initiation) to Administrator via mail at Two Concourse Parkway, Suite 500, Atlanta, GA

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30328. Administrator has the right to reasonably request any other documents or information necessary to process the claim. **Repairs will be made with new manufacturer parts or other parts authorized by the Administrator. Administrator reserves the right to deny claims at any time due to misuse, fraud, or misrepresentation.** This is a reimbursement program for the repair/replacement of tires and/or the replacement of wheels damaged due to a covered road hazard.

TireCARE EXCLUSIONS

Any towing cost exceeding \$100 and/or not related to the covered repair/replacement of a tire or covered replacement of a wheel damaged due to a covered road hazard including installation of a spare tire. For the Enhanced Rental Coverage, any rental car costs exceeding sixty (\$60) dollars per day or one hundred twenty (\$120) dollars per occurrence (including tax). For the Enhanced Rental Delete Coverage, any rental coverage costs exceeding forty (\$40) dollars per day or eighty (\$80) dollars per occurrence (including tax) for all non-Lincoln vehicles. Tires with less than 3/32" tread depth at the lowest point on the tire, Cosmetic Damage to tires or wheels, sidewall damage, etc., broken tire belts, operator error, abnormal wear, weather cracking, tread separation, dry rot, fixed object impact, or vandalism. Damage exacerbated by continued use of a damaged tire/wheel after initial occurrence of damage. Recapped tires and racing tires. Wheels greater than 22 inches. See the General Exclusions section.

3. DentCARE PROTECTION PLAN COVERAGES

Paintless Dent Repair (PDR) is a process developed by automobile manufacturing production teams that uses specialized hand tools to gently push the dented metal back to its original form. This process removes door dings and minor dents without harming the Covered Vehicle's factory finish. This Agreement covers the removal of dents and dings within an accessible area located on a body panel of the Covered Vehicle that is no larger than four (4) inches in diameter.

DentCARE LIMITATIONS OF COVERAGE

The DentCARE Protection Plan is only available for purchase at the time of sale of the Covered Vehicle. The Plan is limited to vehicles with steel or aluminum body panels. The dent and dings must be accessible in order to be covered by this Agreement and repaired by the PDR process.

DentCARE EXCLUSIONS

Large or deep dents in excess of 4 inches in diameter. Dents or dings that are determined to be inaccessible. Removal of after-market services or equipment installed on the Covered Vehicle and/or where such equipment has altered the Covered Vehicle's original or normal body configuration or made repair inaccessible. Creased metal. Edges where it is determined that the Covered Vehicle's bracing does not allow for the PDR process. Any dent or ding that if repaired could in any way damage the Covered Vehicle's original manufacturer's paint or finish. Vehicles including, but not limited to, the Chevrolet Corvette and Saturn vehicles, which utilize 100% plastic, fiberglass or other non-metal composite body panels. Dents and dings that have broken the paint or punctured the metal of the Covered Vehicle. Dents and dings on a roof panel that is equipped with a moonroof or sunroof. This Agreement does not cover the replacement of vehicle body panels, sanding, bonding, or painting. Rental/replacement vehicles. See the General Exclusions section.

DentCARE CLAIM PROCEDURE

Call Administrator at 800-321-7790 to schedule Your appointment ("Service Call"). Do not initiate a repair prior to contacting Administrator or it may void your claim benefit. Administrator will provide You with the name of the repair technician within twenty-four hours and will use its best efforts to schedule a Service Call as soon as possible and at a time that is convenient for You, however, the Service Call will be based on the technician's schedule. You are entitled to a written explanation for any dent or ding deemed un-repairable using the PDR process.

4. WindshieldCARE REPAIR PROTECTION COVERAGES

Covers the cost to repair minor chips and cracks in the front windshield of the Covered Vehicle if chipped or cracked by propelled rocks or other road hazard debris such as wood debris, metal parts, plastic or composite scraps or any other propelled object.

WindshieldCARE LIMITATIONS OF COVERAGE

This Agreement only covers repairs of the front windshield of the Covered Vehicle. Replacement parts utilized in covered repairs will be

OEM new or remanufactured parts, unless unavailable; in which case We may use parts of like kind and quality. The WindshieldCARE Protection Plan is only available for purchase at the time of sale of the Covered Vehicle.

WindshieldCARE CLAIM PROCEDURE

Call Administrator at 800-321-7790 to initiate a covered claim. Do not initiate a repair prior to contacting Administrator or it may void your claim benefit. Administrator will provide You with the name of the service provider within twenty-four hours and will use its best efforts to schedule a Service Call as soon as possible and at a time that is convenient for You, however, the Service Call will be based on the service provider's schedule. You are entitled to a written explanation for any windshield damage deemed un-repairable. Failure to use a service provider in Administrator's network may void your claim benefit.

WindshieldCARE EXCLUSIONS

Damage to areas of the Covered Vehicle other than the front windshield. Stress cracks or cracks over six (6) inches are not covered. Damage caused by hail, vandalism or neglect. Cracks on the inside of the windshield are not covered under this Agreement. Rental/replacement vehicles. Replacement of the front windshield is excluded from coverage. See General Exclusions below.

5. WindshieldCARE PLUS REPAIR PROTECTION COVERAGES WITH WINDSHIELD REPLACEMENT

Covers the cost to repair minor chips and cracks in the front windshield and up to one (1) replacement of the Covered Vehicle's front windshield if chipped or cracked by propelled rocks or other road hazard debris such as wood debris, metal parts, plastic or composite scraps or any other propelled object. The WindshieldCare Plus Repair Protection Coverage is only available for Battery Electric Vehicles. The WindshieldCare Plus Repair Protection Coverage is not eligible for the following states: Georgia, Maine, New York, and Texas.

WindshieldCARE Plus LIMITATIONS OF COVERAGE

This Agreement only covers repairs and/or one (1) replacement of the front windshield of the Covered Vehicle. Replacement parts utilized in covered repairs/replacements will be OEM new or remanufactured parts, unless unavailable; in which case We may use parts of like kind and quality. Covered windshield replacements include the costs associated with calibrating the replacement windshield. The WindshieldCARE Protection Plan is only available for purchase at the time of sale of the Covered Vehicle.

WindshieldCARE Plus CLAIM PROCEDURE

Call Administrator at 800-321-7790 to initiate a covered claim. Do not initiate a repair prior to contacting Administrator or it may void your claim benefit. Administrator will provide You with the name of the service provider within twenty-four hours and will use its best efforts to schedule a Service Call as soon as possible and at a time that is convenient for You, however, the Service Call will be based on the service provider's schedule. You are entitled to a written explanation for any windshield damage deemed un-repairable. Failure to use a service provider in Administrator's network may void your claim benefit.

WindshieldCARE Plus EXCLUSIONS

Damage to areas of the Covered Vehicle other than the front windshield. Stress cracks or cracks over six (6) inches are not covered. Damage caused by hail, vandalism or neglect. Cracks on the inside of the windshield are not covered under this Agreement. Rental/replacement vehicles. More than one (1) replacement of the front windshield is excluded from coverage. See General Exclusions below.

ADDITIONAL TireCARE

Plus/TireCARE/DentCARE/WindshieldCARE/
WindshieldCARE Plus/DoubleCARE
Plus/DoubleCARE/TripleCARE Plus/TripleCARE PLAN
TERMS AND CONDITIONS

TRANSFER PROCEDURE

You may transfer the remaining coverage of the Covered Vehicle under this Agreement, subject to a \$50 transfer fee made payable to

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Administrator, if You or the transferee of this Agreement initiates the transfer process and provides the following items to any Ford or Lincoln dealer or Administrator at P.O. Box 6045, Dearborn Michigan 48121 within 180 days of the vehicle sale:

1. a letter, signed by You, transferring this Agreement to the transferee;
2. the name and address of the transferee; and
3. payment of the \$50 transfer fee.

Transferred Agreements may not be cancelled.

TERMS OF AGREEMENT

1. Term: The term of the Agreement begins on the Signature Date of the Agreement and expires at the Expiration Date on the first page of the Agreement. This Agreement is non-renewable.
2. Deductible: There is no deductible associated with this Agreement.
3. Payment Terms: **Agreement Purchase Price is due and payable at that time of sale of the Agreement.** Payment may also be incorporated into the Registered Customer's Finance Agreement/Retail Installment Contract.
4. Emergency Repairs: In the event the Administrator's office is closed and emergency repairs are necessary, You may initiate emergency repairs without securing Administrator's prior authorization. Repairs performed during non-business hours MUST be reported the following business day. You must submit written information and documentation concerning the repairs and/or replacements no later than thirty (30) days after the repair. Reimbursement of emergency repairs will be subject to all terms and conditions of this Agreement and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

GENERAL EXCLUSIONS

Damage occurring outside the United States, its territories, or Canada. Damage resulting from the Covered Vehicles involvement in an accident or collision. Consequential damages. Damage caused by Acts of God, floods or fires. Damage caused by acts associated with terrorism. Damages caused by or occurring on roads not regularly maintained. Any damage covered by (1) Registered Customer's primary insurance provider, (2) a manufacturer's or tire distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway. Administrator will not accept paid bills for reimbursement on unauthorized claims, authorized claims without a prior approval claim number or claims not filed within thirty (30) days of the date the damage occurs. Vehicles registered in a company name, being used for a Commercial Purpose (as defined in paragraph E. of the Introduction and Parties section), unless the Optional Commercial Use Surcharge was purchased. The following vehicle makes and uses are excluded and not covered under the Agreement regardless of whether the Optional Commercial Use Surcharge was purchased: Alfa Romeo, Bentley, Bugatti, Ferrari, Fisker, all F650-F750 trucks, Lamborghini, Lotus, Maserati, Maybach, McLaren, Rolls Royce and Wheego.

Prohibited Commercial Use such as taxis, livery vehicles, limousines, emergency vehicles (fire, ambulance), police, tow trucks, shuttles, rentals, all incomplete vehicles (e.g. chassis cabs, cutaways, stripped chassis), vehicles used for competitive driving, racing, performance modified vehicles at point of sale (vehicles that qualify for coverage at point of sale that are later altered or modified with performance modified parts will be covered except for those failures or repairs resulting from the performance modified parts that were not permanently affixed at point of sale), vehicles with a voided warranty, branded title, salvaged title, rim size greater than 22 inches, or 4X2 equipped vehicles modified with 4X4/AWD capabilities. Vehicles used for Off-Road Purposes, unless the Optional Off Road Surcharge was purchased. Pre-existing damage, conditions or wear.

DISPUTE RESOLUTION & ARBITRATION

You agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your

dispute is with Cancellations/Transfers Administrator, Coverage/Claims Administrator, Provider, Selling Dealer or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify the Coverage/Claims Administrator (Safe-Guard Products International, LLC) in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Coverage/Claims Administrator with at least three (3) proposed arbitrators. Coverage/ Claims Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Coverage/Claims Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, **You may be asked to proffer additional arbitrators until one (1) is selected.** The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. **You agree to abide by the Arbitrator's decision and share the cost of arbitration equally**, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

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 Our Cancellations/Transfers Administrator at P.O. Box 6045, Dearborn, Michigan 48121. We are responsible for all refunds under this Agreement.
- (4) You may not cancel the TripleCARE Plus or TripleCARE Plan without canceling the entire Agreement. If this Agreement expires under the time limitation, 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 30th day from the Signature Date, and if no claim has been filed, We will return to You the full Purchase Price that You paid for this Agreement. If We cancel this Agreement after the 30th day from the Signature Date, or if You have filed a claim, We will refund the Purchase Price You paid on a Pro Rata basis. We will not deduct a cancellation fee from Your refund if We cancel. If We cancel this Agreement, We will issue a refund or credit Your account no more than 45 days from the effective date of cancellation.

SETTLEMENT

TireCARE Plus/TireCARE/DentCARE/WindshieldCARE/WindshieldCARE Plus/DoubleCARE Plus/DoubleCARE/TripleCARE Plus/TripleCARE Plan LIMITED AGREEMENT TERMS, CONDITIONS AND CLAIM PROCEDURES

INSURED AGREEMENT STATEMENT: All of Our service contract obligations are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance (policy # 81-3101-2021-001). The policy is issued by:

The American Road Insurance Company

P.O. Box 6045

Dearborn, Michigan 48121

Toll-free number: 800-233-5819

INSURER "GUARANTEE": If any claim or refund payment under this Agreement has not been completed within 60 days from the date You filed a claim including proof of loss, or cancellation notice, 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), 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 above.

STATE-SPECIFIC AMENDMENTS

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.

DentCARE LIMITATIONS OF COVERAGE: Hail damage is not covered and is specifically excluded under the DentCARE

Protection Plan coverage provided by this Agreement.

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 30th 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.

ARIZONA

Cancellation by You: If You cancel this Agreement after the 30th 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 30th 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.

General Exclusions: All Pre-existing damage, conditions or wear to the Vehicle 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.

Dispute Resolution & Arbitration: Arizona Service Contract Holders may file with the Director of the Arizona Department of Insurance and Financial Institutions for relief of any complaint under the provision of A.R.S. §§ 20-1095.04 AND/OR 20-1095.09.

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).

CALIFORNIA

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

Our physical address is One American Road - Suite 2804, #215065, Dearborn, MI 48126-2798.

SALES TAX: Sales tax is not applicable in California.

CLAIMS APPROVAL: A valid claim will not be denied based solely on a failure to obtain claim approval before commencing the repair if the repair facility reasonably attempted to obtain approval.

Cancellation by You: If You cancel this Agreement within the first sixty (60) days after receipt of this Agreement, and You have not filed a claim You will be entitled to a full refund of the amount You paid for this Agreement. If You have filed a claim under this Agreement within the first sixty (60) days, You will be entitled to a pro rata refund, but We will not impose a cancellation fee. After the initial sixty (60) days, You may cancel this Agreement and You will receive a pro rata refund less an administrative fee not to exceed ten percent (10%) of the Agreement Purchase Price or twenty-five dollars (\$25), whichever is less. If this Agreement was financed, the Selling Dealer may make the refund payable to You, the assignee, or lender of record, or both.

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

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: 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

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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 30th 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.

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 this Agreement during the first thirty (30) days, You will receive a refund equal to the full Purchase Price that You paid for this Agreement 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 Purchase 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 obligor of this Agreement is Ford Motor Service Company. 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) 654-6600.

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 30th 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 30th 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.

MASSACHUSETTS

The Selling Dealer listed in this Agreement is the Service Contract Provider. References to "We, Us, Our" should be understood to be Your Selling Dealer.

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 30th 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).

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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 30th 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: If You cancel this Agreement after the 30th day from the Signature Date, or if You have made a claim, Your refund will be pro rata, 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).

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

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 Purchase Price, 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 30th 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. This Agreement provides coverage for the repair of Your windshield, subject to the terms and conditions listed above. **This contract may provide a duplication of coverage already provided by your automobile physical damage insurance policy.**

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 30th 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 30th 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: The parties may agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Obligor, the Selling Dealer, or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The Arbitrator's decision is non-binding unless the parties agree otherwise. The parties will share the cost of arbitration equally, unless the Arbitrator directs otherwise.

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.

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 61st 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 46th day after the date that this Agreement

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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 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.

The Dispute Resolution & Arbitration section is deleted in its entirety.

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 30th 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 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 30th 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.