# TireCARE Plus/TireCARE Tire and Wheel DentCARE Paintless Dent Repair Limited Agreement and Registration Application Florida



**PROTECT™** 

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE									
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	Walting Librariian Mumbar				Signatura Data			Starting Mileage	
Vehicle Identification Number Signature Date Starting Mileage									
SECTION B – COVERAGE TYPES AND TERMS ————————————————————————————————————									
	COMPLETE PROTECTIO	N	OR IND	OIVIDUAL PROTECT	TION			L/LEASE OPTIONS*	
	(ONLY available at time of sale or lease of the covered vehicle)							e () check one box only	
	DoubleCARE Plus PLAN TireCARE Plus (includes DentCARE						1 Year 2 Years 3 Years		
	Includes TireCARE Plus (includes cosmeti			tic) Not available for or clad wheels.			4 Years 5 Years 6 Years		
	Not available for chrome or clad whee	TireCARE				7 Y	Years 8 Years		
	Includes TireCARE and DentCARE							27 Months 39 Months	
-							* Financing options may vary by Lender.		
L	Optional Commercial Use Surchar	ge	Optional Off Road	a Surcharge		nhanced Rental Delete			
			SECTIO	N C – COVERAC	SE COST				
	Service Contract Plan	Expiration I	Date	Purchase Price		Sales Tax		Total Purchase Price and Sales Tax	
	FireCARE Plus Protection			\$		\$		\$	
	FireCARE Protection			\$		\$		\$	
	Dent CARE Protection			\$		\$		\$	
	DoubleCARE Plus Protection			\$		\$		\$	
	DoubleCARE Protection			\$		\$		\$	
L			Totals	\$		\$		\$	
THE PURCHASE OF A PROTECTION PLAN IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE. THIS AGREEM ENT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR AGREEMENT ON FORD AND LINCOLN VEHICLES, PLEASE CALL 800-521-4144. IF YOU HAVE QUESTIONS CONCERNING YOUR AGREEMENT ON ALL OTHER VEHICLES, PLEASE CALL 800-233-5819.									
FOR CLAIMS SERVICE OR INQUIRIES, PLEASE CALL ADMINISTRATOR AT 800-321-7790. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES OF THIS AGREEMENT.  Coverage BEGINS on the Signature Date. Coverage ENDS upon the expiration of the Number of Years Purchased from the Signature Date.									
SECTION D - DISCLOSURE INFORMATION									
THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD, IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE. THE RATE CHARGED FOR THIS SERVICE AGREEMENT IS NOT SUBJECT TO REGULATION BY THE DEPARTMENT OF FINANCIAL SERVICES - OFFICE OF INSURANCE REGULATION.									
1 (8	Service Contract Holder) whose signature ap	pears below, a	acknowledge that the inf	formation contained abo	ve is, true a	and accurate. I have read t	the terms	and conditions which	
are available electronically at fordprotect.ford.com/tiredentfl230420, by scanning the QR code, or in paper copy from the Dealer upon request; and I am requesting coverage and I understand and agree to all of the provisions herein.									
Service Contract Holder Signature (not valid without signature) Signat							nature Da	ate	
Se	Service Contract Holder Name and Address								
Service Contract Lienholder Name  SECTION E – DEALERSHIP INFORMATION									
Dealership Name and Address					()  Telephone				
_	'							<u> </u>	
De	Dealership Signature Employee Stars ID P&A Code								
Obligor: Ford Motor Service Company, P.O. Box 6045, Dearborn, Michigan 48121, 800-521-4144. Florida License #42722									

## TireCARE Plus/TireCARE Tire and Wheel DentCARE Paintless Dent Repair Limited Agreement and Registration Application Florida



**PROTECT™** 

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE									
Vehicle Identific	eation Number		Signature Date	Starting Mileage					
SECTION B – COVERAGE TYPES AND TERMS									
	COVERAGE OPTIONS PLAN TERM								
COMPLETE PROTECTIO		INDIVIDUAL PROTECTION	ON	RETAIL/LEASE OPTIONS* Please (v) check one box only					
(ONLY a	available at time of sale or lease of	the covered vehicle)							
DoubleCARE Plus PLAN Includes TireCARE Plus (include cosmetic) and DentCARE Not available for chrome or clad whee DoubleCARE PLAN Includes TireCARE and DentCAR	les cosmetic chrome or TireCARE	E Plus (includes c) Not available for clad wheels.	DentCARE	1 Year 2 Years 3 Years 4 Years 5 Years 6 Years 7 Years 8 Years 27 Months 39 Months * Financing options may vary by Lender.					
Optional Commercial Use Surcharg	ge Optional Off Ro	oad Surcharge	Enhanced Rental Delete	Timationing options may vary by Lender.					
	SECTIO	ON C - COVERAGE C	OST						
Service Contract Plan	Expiration Date	Purchase Price	Sales Tax	Total Purchase Price and Sales Tax					
TireCARE Plus Protection		\$	\$	\$					
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Service Contract Holder Signature (not valid	Signature Date								
Service Contract Holder Name and Address									
Service Contract Lienholder Name									
SECTION E – DEALERSHIP INFORMATION  ()									
Dealership Name and Address			Telephone						
Dealership Signature Employee Stars ID P&A Code									
Obligor: Ford Motor Service Company, P.O. Box 6045, Dearborn, Michigan 48121, 800-521-4144. Florida License #42722									

# TireCARE Plus/TireCARE Tire and Wheel DentCARE Paintless Dent Repair Limited Agreement and Registration Application Florida

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE									
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Vehicle Identific		Signature Date St							
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(ONLY a	vailable at time of sale or lease of	the covered vehicle)							
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	SECTION	N C – COVERAGE COST	-						
Service Contract Plan	Expiration Date	Purchase Price	Sales Tax	Tot Tax	al Purchase Price and Sales				
TireCARE Plus Protection		\$	\$	\$					
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Service Contract Holder Signature (not valid	without signature)		Signature Date						
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Service Contract Lienholder Name  SECTION E – DEALERSHIP INFORMATION									
Dealership Name and Address  Dealership Signature  ()  Telephone  Employee Stars ID  P&A Code									
						Obligor: Ford Motor Service Company, P.O. Box 6045, Dearborn, Michigan 48121, 800-521-4144. Florida License #42722			

#### INTRODUCTION AND PARTIES

A. All service contract obligations arising out the Agreement are between Ford Motor Service Company, the Service Contract Provider, (hereinafter referred to as "We", "Us", "Our", "Provider" or "Obligor"), Florida License #42722 and the Service Contract Holder (hereinafter referred to as "You" or "Your"). You may contact Us at the following address:

Ford Motor Service 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 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. 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.
- D. 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 a vehicle used for cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or natural terrain.
- E. 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 or aluminum 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 other than a Navigator, Aviator, or MKT Lincoln which will be reimbursed for up to (i) seventy-two (\$72) dollars (including tax) per day, 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 (i) forty-five (\$45) dollars (including tax) per day if the Covered Vehicle is any type of Lincoln model other than the Navigator, Aviator, or MKT Lincoln or (ii) forty (\$40) dollars (including tax) per day if the Covered Vehicle is any other type of vehicle make, 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. Enhanced Rental Delete Coverage is not available for the Navigator, Aviator, or MKT Lincoln models.

#### (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

- The TireCARE Plus 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.
- 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 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, if the Covered Vehicle is a Navigator, Aviator, or MKT Lincoln model, any rental car costs exceeding seventy-two (\$72) dollars per day or one hundred forty-four (\$144) dollars per occurrence (including tax); or if the Covered Vehicle is any other type of vehicle make, 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-five (\$45) dollars per day or ninety (\$90) dollars per occurrence (including tax) if the Covered Vehicle is a Lincoln; or 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, 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:

- a) If the tire can be repaired; (excluding cosmetic damage) 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) Administrator will reimburse You for towing costs necessitated by damage caused by a covered Road Hazard up to \$100 including installation of a sparetire.
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(including tax) per day, 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.

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#### (iii) Rental Coverage Guidelines:

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 e) 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.
- 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 CLAIM PROCEDURE

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#### **TIRECARE 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 EXCLUSIONS

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#### 2. 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 Paintless Dent Repair 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. Hail damage is covered under the DentCARE Protection Plan component of this Agreement up to the dollar value of Registered Customer's comprehensive damage deductible (if a claim was filed with the comprehensive policy insurer) or \$1,000, whichever is less.

#### **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. For hail damage claims: any amount that exceeds the lesser of the Registered Customer's comprehensive damage deductible or \$1,000. 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. Registered Customer has ninety (90) days from the date the damage occurs to file a claim

### ADDITIONAL TIRECARE Plus/TireCARE/DentCARE/DoubleCARE Plus/DoubleCARE PLAN TERMS AND CONDITIONS

#### TRANSFER PROCEDURE

You may transfer the remaining coverage of the Covered Vehicle under this Agreement, subject to a \$40 transfer fee made payable to 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 \$40 transfer fee.

You may not transfer coverage if the Vehicle becomes a Branded Vehicle or is repossessed. Transferred Agreements may not be cancelled.

#### TERMS OF AGREEMEN

- 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.
- 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. Remanufactured or used replacement parts may be used to perform repairs made under this Agreement.
- Registered Customer has ninety (90) days from the date the damage occurs to file a claim.
- 6. 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. Pre-existing damage, conditions or wear. 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 D. 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 Optional Off Road Surcharge was purchased.

#### **DISPUTE RESOLUTION & ARBITRATION**

If the parties fail to agree on any matter concerning this Agreement, the Application or the solicitation or sale of the service contract and related coverages, under this Agreement or You allege damages under this Agreement or Chapter 634 of the Florida Statutes, then the matter shall be submitted to arbitration upon the written demand of either party. To initiate arbitration, You must notify the Coverage/Claims Administrator (Safe-Guard Warranty Corporation) 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. 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.

#### **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. 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 60th day, Your refund will equal 100% of the gross premium paid, less any claims paid, less an administrative fee equal to the lesser of 5% of the gross premium paid by You or seventy-five dollars (\$75). After sixty (60) days, if this Agreement is cancelled by You, lender, finance company, or creditor, Your refund will equal 90% of the unearned pro rata premium, less any claims paid; however, if 10% of the unearned pro rata premium exceeds seventy-five dollars (\$75), any amounts in excess of seventy-five dollars (\$75) shall be added to Your refund. Cancellations initiated by lenders, creditors, or finance companies are only valid if authorized by the terms of this Agreement. 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 above. We are responsible for all refunds under this Agreement. If You select and purchase either the DoubleCARE Plus or DoubleCARE Plan, You may not cancel individual coverages without cancelling this entire Agreement. If this Agreement expires under the time or mileage limitations, You are not entitled to a refund. 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 becalculated in accordance with this subsection as if You initiated cancellation, 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

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. The lienholder will be named on the check when financing had been provided for the Agreement's premium. In the event of repossession or total loss, the lienholder may request cancellation and shall be the sole payee.

#### **SETTLEMENT**

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.