







# TERMS AND CONDITIONS

**1A. INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY):** In all states except CO, FL, ID, IN, KS, and WA, all service contract obligations, including the Application (this "Agreement") are between Ford Motor Service Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). In the states of Colorado, DC, Indiana, Kansas, Minnesota, Rhode Island, Washington and Wisconsin, all service contract obligations for Competitive Make Vehicles, including the Application are between Us and You.

You may contact Us at the following address:

Ford Motor Service Company  
Extended Service Plan Headquarters  
P.O. Box 6045  
Dearborn, Michigan 48121  
Toll-free number 800-521-4144

**FULL FAITH AND CREDIT STATEMENT:** In all states except in 1C and 1D below, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Service Company and are not guaranteed under a service contract reimbursement policy. Complimentary Plans are backed by the full faith and credit of Ford Motor Company.

**1B. INTRODUCTION & PARTIES (FORD MOTOR COMPANY OR SELLING DEALER):**

In ID, all service contract obligations under this Agreement, are between Ford Motor Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). In the states of CO, IN, KS, and WA, all service contract obligations on Ford, Lincoln and Mercury products are between US and YOU. You may contact us at the following address:

Ford Motor Company  
Extended Service Plan Headquarters  
P.O. Box 6045  
Dearborn, Michigan 48121

You may contact the Selling Dealer at the address shown on the Application for the Selling Dealer.

**FULL FAITH AND CREDIT STATEMENT:** In ID all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Company. In the states of CO, IN, KS and WA all service contract obligations under this Agreement on Ford, Lincoln and Mercury products are backed by the full faith and credit of Ford Motor Company and are not guaranteed under a service contract reimbursement policy. Complimentary Plans are also backed by the full faith and credit of Ford Motor Company.

**1C. INTRODUCTION & PARTIES (Florida only):** This service contract, including the Application, (this "Agreement") on Ford, Lincoln and Mercury vehicles is between Ford Motor Company (referred to in this Agreement as "We", "Us", or "Our") and the service contract holder (referred to in this Agreement as "You" or "Your"). Our Florida license number is 12118. You can contact Us at the address referenced in 1B above. All service contract obligations on competitive make vehicles is between The American Road Insurance Company and You. The Certificate of Authority Number is 09079 for The American Road Insurance Company. You can contact The American Road Insurance Company at the address referenced in 1D.

**1D. INSURED AGREEMENT STATEMENT:** In the state of Connecticut, all service contract obligations, on all Ford, Lincoln, Mercury and Competitive Make products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. In the states of CO, IN, NE, WA and WI, all service contract obligations on Competitive Make Products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. The policy is issued by:

**The American Road Insurance Company**

**P.O. Box 6045**

**Dearborn, Michigan 48121**

**Policy Number: 81-3110-700-001** and all applicable endorsements

**1E. ADMINISTRATION:** All service contract obligations under this Agreement are administered by:

**Ford Customer Service Division**

**16800 Executive Plaza Drive**

**Dearborn, Michigan 48126**

**2. ENTIRE AGREEMENT:** This Agreement, which includes the Application, is the complete and exclusive statement of the agreement and understanding between You and Us regarding the extended service contract and related benefits for Your vehicle.

**2A. WHEN COVERAGE BEGINS AND ENDS:** For **NEW PLAN AGREEMENTS**, Coverage begins at the New Vehicle Limited Warranty Start Date and Zero Miles or Hours. Coverage ends at the earlier of the Number of Months Purchased or the Number of Miles or actual or equivalent Hours purchased from the New Vehicle Limited Warranty Start Date or Zero Miles or Hours. For **USED PLAN AGREEMENTS ON ELIGIBLE FORD, LINCOLN OR MERCURY VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE**, Coverage begins at the Signature Date and Current Mileage or Hours. Coverage **ENDS** the earlier of the Number or Months Purchased or the Number of

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Miles or Number of actual or equivalent Hours Purchased from the expiration of the New Vehicle Limited Warranty. **ELIGIBLE FORD, LINCOLN OR MERCUR VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS)**, Coverage **BEGINS** at the Signature Date and Current Mileage or Current Hours. Coverage **ENDS** at the earlier of the Number of Months Purchased or the Number of Miles or actual or equivalent Hours Purchased from the Signature Date and Current Mileage or Current Hours.

**2B. INSURER "CUT-THROUGH" BENEFITS:** If any insured service contract repair or reimbursement claim has not been completed within 60 days from the date You filed a claim with the Selling Dealer or Us or We are insolvent or financially impaired, You may make a claim directly against The American Road Insurance Company for the cost of your repairs (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. You may not make a cut-through claim against The American Road Insurance Company for a Complimentary Plan. Complimentary plans are not offered in the states of Florida and New York.

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

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

**Certified Pre-Owned (CPO) Vehicle Upgrade Coverage** means new core coverage on a Ford, Lincoln or Mercury vehicle purchased for an additional price that may provide additional component coverage or longer term and mileage benefits beyond the manufacturer's certified warranty.

**Commercial Use** means the Vehicle is: (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. Ford, Lincoln or Mercury vehicles reported sold with delivery codes: "3", "4", "6", "7", "C", "D", "E", "H", "I", "L", "M", "S", "T", and "#" are vehicles used for Commercial Use.

**Competitive Make Vehicle** means any vehicle other than a Ford, Lincoln or Mercury vehicle.

**Component Wrap (Non-CPO) Coverage** means ExtraCARE or PremiumCARE coverage for any component not covered under any existing Powertrain Warranty of 10 years or 100,000 miles or greater.

**CORE Coverages** means New and Used PowertrainCARE, BaseCARE, ExtraCARE, and PremiumCARE coverage plan.

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

**Eligible Repair Visit** means a single visit to a dealer or other repair provider for service or repair of a failure to the Vehicle covered by this Agreement.

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

**Emergency Travel Expenses** means the costs of Your meals, lodging, car rental and commercial transportation to Your destination and the return trip to retrieve Your Vehicle after it is repaired.

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

**Hours** means an alternate measure of mileage to determine coverage plan expiration for which 1 hour equals 25 miles, and applies to all Super Duty Coverage Plans and Incomplete Vehicle Plans.

**Incomplete Vehicle** means vehicles known as chassis cabs, stripped chassis and cutaways. Incomplete for Ford vehicles means vehicles with the first three VIN positions of 1FB, 1FC, 1FD, 1F6, and 3FR (except body types E1B, E1E, E2E, E3B, E3E, S1E, S2E, S3B, and S3E). Only Chevrolet, Dodge, Ford and GMC vehicles are eligible for Incomplete Vehicle Plans.

**LeaseCARE** means new PremiumCARE coverage with Wear Items on Ford vehicles only.

**Limousine/Livery Wrap Coverage** means new PremiumCARE coverage on any Lincoln MKS, MKT, Navigator Limo, Navigator Livery or any vehicle used or operated for hire or funeral business.

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

**Provider Fee** means the consideration paid for a service contract.

**Reimbursement Insurance Policy** means a policy of insurance that is issued to a service contract provider for reimbursement of service contract obligations.

**RentalCARE Coverage** means reimbursement for vehicle rentals due to repairs covered under the manufacturer's warranty or recalls.

**Retail Value of the Vehicle** means the retail value of the Vehicle at the time of repair or service, as determined by "National Auto Dealer's Association (N.A.D.A.) Gu-

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ide", taking into consideration the location, mileage and condition of the Vehicle.

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

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

**Service Contract** means a contract or agreement for consideration above the lease or purchase price of the Vehicle for a specific duration to perform the repair, replacement, or services for operational or structural failure due to a defect in materials or workmanship, or normal wear and tear.

**Service Contract Holder or Purchaser** means a person who is the original purchaser or original holder of a service contract.

**Service Contract Provider or Provider** means a person who is contractually obligated to the service contract holder under the terms of the service contract.

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

**Snow Plow Factory Option** means any new and used F-150 (except 2011-2012 model years), Ford F-250, F-350, F-450 and F-550 trucks that are equipped with Snow Plow Prep Package models 53C, 86M, 473, or 627 (7700 Payload Group-V), 862, 863, 864, 62B, 62S, 63A, 68P and 47S or any snow plow package that is the equivalent of the Snow Plow Prep Package models.

**Speciality** means any vehicle classified as emergency (fire/ambulance), police (except interceptor) limousine, livery shuttle or tow truck.

**Super Duty Coverage** means a Ford Super Duty Diesel EngineCARE and Ford Super Duty Diesel EngineCARE Plus coverage plan on an eligible Ford F-250, Ford F-550 truck, a Ford E-250, Ford E-350, Ford E-450 or a Ford Excursion equipped with a 6.7L Power Stroke engine.

**Vehicle** means the vehicle identified in the Application by the VIN and in the State of Washington subject to registration under chapter 46.16 RCW.

**Vehicle Identification Number (VIN)** means the 17 alpha-numeric identifier assigned to a motor vehicle by the manufacturer.

**Warranty Start Date**, for the New Vehicle Limited Warranty, means the date on which the Vehicle was placed into service. If the Vehicle was used by the dealership as a demonstrator unit, the Warranty Start Date is the date the Vehicle was placed into service as a demonstrator unit.

**Wear Items** means coverage for brake pads and linings, clutch disc, spark plugs, engine belts, hoses and hose clamps, wiper blades and shock absorbers/struts.

**Zero Miles** means the starting mileage for the calculation of the expiration of all New Vehicle Limited Warranties. For benefit determinations, all New Vehicle Limited Warranties are considered to begin with zero miles on the Vehicle.

## 4. DEDUCTIBLES:

### STANDARD DEDUCTIBLES

If You elected coverage with a Standard Deductible or Optional Deductible, We will charge You that deductible for each Eligible Repair Visit, regardless of the number of Failures to be repaired.

### OPTIONAL DEDUCTIBLES

Deductible options are not available on Super Duty Coverages, LeaseCARE coverages, and RentalCARE Coverages. The \$200 Deductible is not available on CPO Upgrade Coverages, Component Wrap (Non-CPO) Coverages, and Limousine/Livery Wrap Coverages. The \$50 Disappearing Deductible is not available on Incomplete Vehicle Coverages. The \$0 Deductible Option is not available on Used Core Plan Coverages. The Disappearing Deductible is not available on Incomplete Vehicle Coverages and Limousine/Livery Wrap Coverages.

**5. WHAT THIS AGREEMENT COVERS:** Subject to the deductibles, exclusions and other limitations in this Agreement and depending on the Plan and Coverage You elected, service and repairs (including parts, labor costs and applicable taxes) will be provided while You own this Vehicle.

We will either: (a) service Your Vehicle; (b) repair or replace covered Failures or (c) reimburse You for the Vehicle's servicing in the event of an Emergency Service or Repair, or for the repair or replacement of covered Failures and repairs needed to a non-covered component caused by the Failure of a covered component. We may review the requested repair or service or inspect the Vehicle before performing any service or repairs.

### 5A. COVERED ITEMS - "PowertrainCARE"

If You elected Powertrain CARE, the following items are covered except for Component Wrap (Non-CPO) Coverages:

**Engine** - Cylinder block and all internal lubricated parts, seals and gaskets, the cylinder heads, manifold (Exhaust, Intake and bolts), factory installed turbocharger/supercharger units, timing chain (gears or belt), flywheel, valve covers, oil pan, timing chain cover, oil pump, water pump, thermostat, thermostat housing.

**(EXCEPTIONS: CARBURETION AND FUEL INJECTION COMPONENTS ARE NOT COVERED).**

**Transmission** - Transmission case and all internal parts including torque converter and transfer case (all internal parts), seals and gaskets.

**Front-Wheel Drive** - Final drive housing and Rear Axle Housing for AWD (including all Internal parts), universal and constant velocity joints, axleshafts, locking rings (four-wheel drive vehicles), seals and gaskets and automatic front locking hubs ESP 8240-Nat App/Provs (Oct 14) (Previous Editions May Not be Used)

(four-wheel drive).

**Front-Wheel Drive** - Final drive housing and Rear Axle Housing for AWD (including all Internal parts), universal and constant velocity joints, axleshafts, locking rings (four-wheel drive vehicles), seals and gaskets and automatic front locking hubs (four-wheel drive).

**Rear-Wheel Drive** - Drive axle housings and Front Axle Housing for 4X4 (including all Internal parts), universal and constant velocity joints, axle shafts, seals and gaskets and driveshafts.

### 5B. COVERED ITEMS - "BaseCARE"

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

**Odometer & Speedometer** - Coverage is provided for both the odometer and speedometer, including all cables and connectors.

**Engine** - Metal fuel lines, harmonic balancer and bolt, and diesel injector pump.

**Steering** - Power steering pump, cooler and metal lines, couplings, seals and gaskets, manual and power steering gear housing and all internal parts, including linkages, control valve, column lock (tilt wheel), pulley assembly for power steering pump, and the idler arm.

**Front Suspension** - MacPherson struts, upper and lower control arms, stabilizer bar, linkage and bushings, tie rods, control arm shafts and bushings, upper and lower ball joints, kingpins and bushings, spindle and spindle supports. **NOTE: This coverage includes only the items listed in this paragraph and does not include either front end alignments or wheel balancing, unless the repair to such items is required in conjunction with the repair of a Failure. Brakes** - Master cylinder, calipers and wheel cylinders, combination valve, metal lines and fittings, power brake booster, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, brake pedal shaft. **NOTE: This coverage includes only the items listed in this paragraph and does not include brake drums, rotors, linings or pads, unless the repair to such items is required in conjunction with the repair of a covered Failure.**

**Electrical** - Alternator, starter motor, voltage regulator, manually operated electrical switches, ignition switch, wiper motors, electronic ignition module, radiator fan relay, fuel pump, starter motor solenoid, wiring harnesses (excluding spark plug wires), and electrical components of a heated back glass. **NOTE: Heated back glass coverage is for electrical components only and does not include general glass damage or breakage.**

**Air Conditioning** - Compressor, condenser, evaporator, A/C compressor head, A/C compressor clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and field coil.

**5C. COVERED ITEMS - "Extra CARE"** If You elected Extra CARE, You have Powertrain CARE and Base CARE coverage and coverage for the following additional items:

**Engine** - Flywheel ring gear, diesel lift pump and gas and diesel fuel injectors.

**High Tech** - Air conditioner accumulator, ETA pump hose assembly, anti-lock brake module and sensor, automatic temperature control, distributor cap and rotor, electronic air suspension (switch-vacuum pump. control-assembly suspension air spring, spring & solenoid assembly front suspension, air spring solenoid, o-ring solenoid, left/right-front spring, dryer assembly, sensor-air level, airline protector, spring-load leveling, control module-air suspension, sensor right/left rear suspension leveling, air suspension quick connect, airline repair kit, switch-right/left rear suspension leveling, o-ring suspension air spring dryer, silencer-air suspension, wire assembly air suspension switch, front spring air suspension and rear spring air suspension), electronic instrument cluster (excluding the dash pad, clock, audio and visual equipment), fuel tank and lines, diesel injectors and lines, heater blower motor and core assembly, keyless entry system (excluding door handles), power seat motors, power window motors and regulators, power antenna, power door locks (excluding door handles and electronic key fobs), power door lock retainer clip, radiator, radiator fan, radiator fan clutch or motor, speed control, engine mounts, transmission vacuum module and mounts, and external transmission module.

### 5D. COVERED ITEMS - "PremiumCARE"

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

### 5E. COVERED ITEMS - "LeaseCARE"

If You elected LeaseCARE, You have PremiumCARE coverage with Wear Items on Ford vehicles only.

### 5F. COVERED ITEMS - "Component Wrap (Non-CPO) Coverage"

If You elected Component Wrap (Non-CPO) Coverage, You have ExtraCARE or PremiumCARE coverage for all components not covered under any Powertrain Warranty of 10 years or 100,000 miles or greater. Component Wrap (Non-CPO) Coverage applies only to the original Service Contract Holder for the selected coverage and is not transferable to any subsequent vehicle owner.

### 5G. COVERED ITEMS - NEW PLAN "LIMOUSINE/LIVERY Wrap Coverage"

If You elected Limousine/Livery Wrap Coverage, You have PremiumCARE coverage on all components not covered under any ExtraCARE Limited Warranty.

### 5H. COVERED ITEMS - NEW PLAN "RentalCARE"

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If You elected RentalCARE coverage, We will reimburse You for the actual charges up to \$30 per day (including tax) on Ford, Mercury and Competitive Make vehicles and \$45 per day (including tax) on Lincoln vehicles that You incur to rent a motor vehicle for up to (3) days while Your Vehicle is being repaired provided, however: (i) the service or repair is: (1) covered under the New Vehicle Limited Warranty or (2) the result of a manufacturer's recall or customer satisfaction program and (ii) the vehicle must be rented from a Ford or Lincoln dealership or other commercial agency that rents or leases motor vehicles as its principal business. RentalCARE coverage will begin when You deliver the Vehicle to the Selling Dealer or other dealer that has a franchise from an original equipment manufacturer. To determine the (3) day coverage period, the first day of coverage is the day after You deliver Your Vehicle for repair or service.

If You elected RentalCARE Coverage with a plan term that exceeds 3 years or 36 months from the bumper to bumper New Vehicle Limited Warranty, You will receive component coverage only under our PremiumCARE plan upon expiration of the earlier of 3 years or 36 months from the bumper to bumper New Vehicle Limited Warranty, for the additional plan term You selected.

## **5I. COVERED ITEMS - Ford Super Duty Diesel EngineCARE**

If You elected Ford Super Duty Diesel EngineCARE, the following items are covered: Crankcase, oil cooler, cylinder block, cylinder heads, cylinder head gasket, EGR cooler, factory installed turbocharger, fuel injection pump, fuel injection pressure regulator, fuel injectors, internal lubricated parts, oil pump, timing chain cover, and timing chain (gears or belt).

**5J. COVERED ITEMS - Ford Super Duty Diesel EngineCARE Plus** If You elected Ford Super Duty Diesel EngineCARE Plus, the following additional items are covered:

Flywheel, manifold (exhaust and intake), manifold and bolts, oil pan, seals and gaskets, thermostat, thermostat housing, valve covers, and water pump.

## **6. ADDITIONAL BENEFITS**

**6A. ROADSIDE ASSISTANCE COVERAGE - Only available with the following NEW AND USED CORE COVERAGES, LEASECARE COVERAGES, COMPONENT WRAP (NON-CPO) COVERAGES, LIMOUSINE/LIVERY WRAP COVERAGES AND SUPER DUTY COVERAGE PLANS:**

For all New and Used Core Coverages, LeaseCARE Coverages, Component Wrap (Non-CPO) Coverages, Limousine/Livery Wrap Coverages and Super Duty Coverages covering up to and including E and F-250 vehicle series and equivalent vehicle series, We contracted with Cross Country Motor Club, Inc. and Cross Country Motor Club of California, Inc. ("Cross Country"), licensed automobile clubs, to provide roadside assistance to You as part of this Agreement. Cross Country's address is P.O. Box 9145, Medford, MA 02155. For all Super Duty Plans covering E and F-350 vehicle series and higher and equivalent vehicle series, We contracted with for National Motor Club-RV, Inc., National Motor Club-Group Services, Inc. and National Motor Club of California, Inc. ("National Motor"), licensed automobile clubs, to provide Roadside Assistance to You as part of this Agreement. National Motor's address is P.O. Box 141266, Irving, Texas 75014-1266. Cross Country and National Motor shall hereinafter be collectively referred to as "Ford/Lincoln Roadside." Roadside Assistance includes: (i) Roadside Assistance Items, (ii) Emergency Travel Expense Reimbursement, and (iii) Destination Assistance. The Roadside Assistance benefits provided under this Agreement are available from Ford/Lincoln Roadside 24 hours a day, 7 days a week. **To request roadside assistance or for customer inquiries, call Ford Roadside at 800-241-3673 or Lincoln Roadside at 800-521-4140.** Service providers who provide Roadside Assistance are independent contractors and not employees, agents or representatives of Cross Country, National Motor or Us.

## **1. ROADSIDE ASSISTANCE ITEMS**

**ITEMS COVERED:** Roadside Assistance provides coverage of up to \$100 in benefits on all vehicles for the following items (including the cost of the service call and labor costs for services performed at the site of the disablement): (a) lock-out assistance; (b) flat tire changes; (c) battery jump starts (electric Vehicle's main power cell batteries are not included in this coverage), (d) out of fuel assistance, which provides the delivery of gasoline or diesel fuel to You, including the cost of up to 2 gallons of fuel (5 gallons of diesel fuel for diesel engine vehicles), provided that coverage is limited to 3 "no charge" service calls during a 12 month period; and (e) towing, when the Vehicle is disabled, provided this coverage is limited to one tow per disablement. **ITEMS NOT COVERED:** Roadside Assistance does not provide coverage for: (a) replacement parts, (b) gasoline or diesel fuel (except for an out of fuel assistance call provided in section 6.1(d) herein), (c) tire repair, (d) rental of towing equipment, (e) storage fees; (f) fees for labor performed at a garage or service facility; or, (g) any "out of fuel" service request if the Vehicle is located at Your residence or an operating commercial fueling station; (h) impound towing or towing by a person other than a licensed service station or garage; (i) the assistance of any private parties or (j) alternative fuel (such as compressed natural gas or liquid propane gas).

**WHEN YOU CALL FOR SERVICE, YOU WILL BE CONNECTED WITH THE DISPATCHER AND A SERVICE VEHICLE WILL BE SENT TO YOUR LOCATION. PLEASE PROVIDE THE DISPATCHER WITH:**

1) Your name, address and the VIN;  
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- 2) the exact location of the Vehicle; and,
- 3) the nature of Your emergency.

**LIMIT OF LIABILITY:** If You prefer to arrange Your own roadside assistance or towing, We will reimburse You up to \$100 per disablement for the emergency expenses You actually incur, provided that within twenty (20) days of the disablement You send a written request for Roadside Assistance benefits that includes a statement of Your loss and the original receipts for Your expenses to Ford Roadside at the address shown herein.

**2. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT -** If Your Vehicle is disabled 100 or more miles from Your residence (according to Ford/Lincoln Roadside records) as a result of a collision or a mechanical Failure covered by this Agreement or the New Vehicle Limited Warranty, We will reimburse You up to \$500 for the actual Emergency Travel Expenses You incur within the first 72 hours following the disablement.

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

**To receive reimbursement expenses under "EMERGENCY TRAVEL EXPENSE REIMBURSEMENT" and "DESTINATION ASSISTANCE", within twenty (20) days of the disablement, You must send to Ford/Lincoln Roadside at the address shown here in a written request for benefits that includes: (i) a statement of Your loss; (ii) the original receipts for Your expenses; (iii) a copy of the accident report filed with the state or local police (if the disablement is caused by a collision); (iv) a copy of the repair order indicating the service or repairs performed under this Agreement or the Vehicle's New Vehicle Limited Warranty (if the disablement is due to a Failure).**

**6B. TOWING REIMBURSEMENT -** If towing is necessary because a Failure occurs or services provided by Your coverage are required, Ford/Lincoln Roadside will pay the towing costs if the Vehicle is towed to the Selling Dealer or other Ford Motor Company franchised dealer. The amount of the cost to be reimbursed will depend upon the coverage You select in the Application. The towing reimbursement is limited to \$100 per incident on E and F-250 vehicle series and \$200 per incident on all E and F-350 vehicle series and higher.

**6C. RENTAL CAR REIMBURSEMENT: AVAILABLE ON NEW AND USED CORE COVERAGES, COMPONENT WRAP (NON-CPO) COVERAGES, OR SUPER DUTY COVERAGES -** You may be eligible for rental car reimbursement if: (i) the servicing or repair facility determines that the service or repair is: (a) covered under this Agreement or a New Vehicle Limited Warranty and any extended powertrain warranty, or (b) covered under both this Agreement and the Manufacturers' Limited Warranty for Powertrain, Safety and Emission coverages or a Ford Motor Company manufacturer's recall, and (ii) You rent the vehicle from a Ford or Lincoln dealership or other commercial agency.

If You elect the First Day Rental Delete Option, an additional eligibility term for Rental Car Reimbursement is the Vehicle must be kept overnight by the repair facility because it was inoperable or would become inoperable if it was continued to be operated.

If You meet all of the eligibility requirements set forth herein, We will reimburse You for vehicle rental charges You actually incur up to \$30 per day (including tax) for Ford, Mercury and Competitive Make Vehicles and \$45 per day (including tax) for Lincoln vehicles for up to 10 days or until the repair is complete, whichever occurs first.

Rental Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service and the vehicle is inoperable. Rental Care Reimbursement ends when the repair is completed.

**6D. FIRST DAY RENTAL OPTION -** If Your Vehicle is a Ford, Lincoln or Mercury Vehicle, You received First Day Rental with Your **NEW OR USED CORE COVERAGES, LEASECARE COVERAGES, COMPONENT WRAP (NON-CPO) COVERAGES AND CPO UPGRADE COVERAGE.** We will reimburse You for vehicle rental charges You actually incur up to \$30 per day (including tax) for Ford, Mercury and Competitive Make Vehicles and \$45 per day (including tax) for Lincoln vehicles for up to 10 days or until the repair is complete, whichever occurs first. Rental Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service.

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.

**6E. ENHANCED RENTAL OPTION:** This option is available on all **NEW AND USED CORE COVERAGES, COMPONENT WRAP (NON-CPO) COVERAGES, LEASECARE COVERAGES, CPO UPGRADE COVERAGES, RENTALCARE COVERAGES INCOMPLETE VEHICLE COVERAGES AND SUPER DUTY COVERAGES.**

If You purchased the Enhanced Rental Option with any of the Coverages referenced above, We will reimburse You for vehicle rental charges You actually incur up to \$60 per day (including tax) for up to 10 days for all plans except RentalCARE and for up to 3 days on RentalCare or until the repair is complete, whichever occurs first. Enhanced Rental Option starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service.

**6F. INTERIOR /EXTERIOR LIGHTING OPTION:** This option is available on New and

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Incomplete PremiumCARE coverages only. If You purchased the Interior/Exterior Lighting Option with new PremiumCARE You have coverage for electrical failures on incandescent bulbs, halogen bulbs, High Intensity Discharge (HID) and LED lamp assemblies.

**7. WHAT IS NOT COVERED BY THIS AGREEMENT:** Unless stated otherwise (See STATE SPECIFIC provisions for additional exclusions or changes), this Agreement does NOT cover:

- a) Repairs covered by manufacturer recalls or any insurance, in-force warranty or warranty provided by an insolvent manufacturer or insurer;
- b) Service adjustments, cleaning not made with a covered repair and software upgrades;
- c) Repairs to any engine, transmission and final drive components for damages caused by an after-market (non-factory installed) part including but not limited to: turbocharger, supercharger, Compressed Natural Gas (CNG), Liquid Propane Gas (LPG), Nitrous Oxide fuel system modification or any other performance enhancing powertrain components including but not limited to Ford racing parts or accessories;
- d) Repairs caused by loss of lubricants or fluids or contamination of oil, fluids or fuel and repairs caused by continued operation of the vehicle after loss of lubricant or fluids or contamination of oil, fluids or fuel;
- e) Repairs caused by improper or unauthorized service procedures, collisions or other physical damage to the Vehicle, damage caused by foreign objects, unreasonable or continued use with an obvious failure (including driving over curbs, overloading, or using the Vehicle as a stationary power source), damage from fire or explosions, road hazards, other casualty losses, or losses due to negligence, racing or Failures caused by: (1) alterations or modifications of the Vehicle, including the body, chassis, or components, after the Vehicle leaves the control of the manufacturer (any part or accessory that is not permanently affixed to the Vehicle at point of sale); (2) tampering with the Vehicle or the emissions systems and components; (3) the installation or use of any mechanical or electrical part not approved, certified or authorized by the Vehicle's manufacturer or any repair caused by after-market (non-factory approved) PCM reprogramming; or (4) any part designated for "off-road only" that is not installed by the manufacturer, including, but not limited to, lift kits, oversized tires, aftermarket wheels that do not provide equivalent fit and function as the original equipment installed by the manufacturer, roll bars, cellular phones, alarm systems, automatic starting systems and performance enhancing powertrain components;
- f) Damage caused by the environment and pollution, including airborne fallout, corrosion chemicals, debris, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;
- g) Damage caused by theft, vandalism, terrorism, riot or acts of war;
- h) Any Vehicle plan exceeds the hour parameter for coverage expiration.
- i) Repairs or services caused by lack of required or recommended maintenance;
- j) Scheduled Maintenance Services;
- k) Repairs needed to a covered part caused by the Failure of a non-covered part;
- l) Repairs to the Vehicle if the odometer or hour meter is altered, broken, repaired or replaced so that We cannot determine the actual mileage or hours on the Vehicle;
- m) Loss of use of the Vehicle, loss of income, special or consequential damages, and personal expenses, such as motels, food, gas and mileage (except as provided by Roadside Assistance);
- n) Rental vehicle charges or fees such as mileage charges, drop-off fees, insurance, or gasoline;
- o) Vehicles manufactured for sale outside the United States, District of Columbia or Canada;
- p) Repairs to the Vehicle necessary due to operation outside of the United States, District of Columbia, Guam, Mexico, Puerto Rico, Virgin Islands, American Samoa, or Canada;
- q) Repairs made to the Vehicle that are required due to a condition that existed prior to the purchase or transfer of this Agreement;
- r) Shop supplies and disposal of environmental wastes from the Vehicle or fuel used during the repair of Your Vehicle or storage fees;
- s) A Vehicle is excluded from coverage if, (1) the New Vehicle Limited Warranty for the Vehicle or specified component parts are voided, in whole or part, (2) the Vehicle is a Branded or Salvaged Vehicle, or (3) if We cannot determine the VIN.
- t) The following are not covered by this Agreement: Aston Martin, Bentley, Bugatti, Ferrari, Fisker, Hummer, Lamborghini, Land Rover, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, Saab, Suzuki, Tesla and Wheego. Acura NSX, Audi: R8, R9, and any model with 8 or more cylinders, BMW: 6 series, 7 series, M series, Z8 and i8, Cadillac: V series, and XLR, Chevrolet: Camaro ZL1, Corvette 427, Corvette Z06 and Corvette ZR1; Chrysler: SRT, Dodge: SRT, Stealth, and Viper, Ford: Foose F-150, GT, Mustang Cobra R, All

Roush Performance Modified Vehicles (except Stage 1), Shelby GT 500KR, GTS, and Supersnake, all Saleen modified vehicles, and all Transit Connect Electric, Honda: Civic Natural Gas and FCX Clarity, Jaguar: F-Type, XJ series and XK series, Jeep: SRT, Lexus: LF-A and RCF, Mercedes-Benz: AMG, CL Class, G Class, Kompressor, S Class, SL Class, and SLR Class, Nissan: GT-R, and Volkswagen: Phaeton and any model with a W12 engine, taxis, vehicles used for competitive driving/racing/off-road use, all performance modified vehicles, 4X2-equipped vehicles modified with 4X4 AWD capabilities, fuel cell vehicles, incomplete vehicles (e.g., chassis cabs, cutaways, stripped chassis (except Ford Chevrolet, Dodge and GMC). Additional exclusions for New and Used Core, LeaseCARE and Component Wrap (Non-CPO) Coverages includes all trucks with the box removed or deleted. Additional Exclusions for Used Core Plans and Component Wrap (Non-CPO) Coverages includes all emergency vehicles (fire/ambulance), police vehicles, limousines, livery, shuttles, and tow trucks. Additional exclusions for LeaseCARE includes all Lincoln and Competitive Make vehicles. Additional exclusions for RentalCARE on Ford, Mercury and Competitive Make Vehicles includes all Competitive Make Incomplete Cab and Chassis Vehicles. Additional exclusions for Certified Pre-Owned Upgrade Coverages includes vehicles equipped with snow plows. Additional exclusions for Incomplete Vehicle coverages includes all Competitive Make (non-Ford) vehicles except Chevrolet, Dodge and GMC, Ford E Series vehicles with body codes E1B, E1E, E2E, E3B, E3E, S1E, S2E, S3B, and S3E, and all Ford F-650 and higher vehicle series and any equivalent competitive make vehicle.

u) Batteries of all types and cables, belts, hoses, hose clamps, brakes (front hub, drums, shoes, linings, disc rotors, pads), manual transmission clutch disc, exhaust system (includes catalytic converter), spark plugs, squeaks and rattles, tires, wheel balancing, wheel alignment, all lamps and lights (LED and HID lights bulbs, sealed beam and lenses) except when purchased with New or Incomplete PremiumCARE Interior/Exterior Lighting, fogging of lamp assemblies and shock absorbers.

v) Service adjustments and cleaning, fixed (non-moving) body parts, bumpers, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, side and rear view mirrors (glass and housing), water leaks, wind noise, weatherstrips, wheels, wheel studs, wheel covers, convertible top and bow, fabric, liners, fasteners, carpets, dash pad, wiper blades and knobs, trim, upholstery, physical damage or cosmetic issues.

w) Costs or expenses for the teardown, rental expense, inspection or diagnosis of Failures not covered by this Agreement.

### 8. REPAIR INFORMATION

#### 8A. WHERE TO GO FOR REPAIRS:

(1) To obtain repairs or services under this Agreement on Ford, Lincoln and Mercury products, We require that You return to Your Selling Dealer or any Ford or Lincoln franchised dealership in the United States or Canada. On Competitive Make products, We recommend that You return to Your Selling Dealer or other repair facility to obtain repairs or services to Your vehicle. If Your Vehicle is a Ford or Mercury, call 800-392-FORD to find the nearest Ford dealership. If the Vehicle is a Lincoln, call 800-521-4140 to find the nearest Lincoln dealership. Call 800-521-4144 to determine if repairs or services to Your Competitive Make Vehicle are covered by this Agreement.

(2) If the Vehicle should need Emergency Service or Repair in the United States or Canada and the vehicle is inoperable, You may use other repair or service facilities if all local Ford or Lincoln dealerships within a 25 mile radius are closed. If the Vehicle should need Emergency Service or Repair in Mexico, We require that You return to a Ford or Lincoln Dealership for repairs or services. If Your vehicle is inoperable, You may use other repair or service facilities if all local Ford or Lincoln dealerships within a 25 mile radius are closed.

(3) To request reimbursement, You must provide a copy of the repair order and proof of payment to Your Selling Dealer or contact 1-800-321-7790. You have one year from the repair order open date or payment receipt date to request Your refund.

**8B. REPAIRS & MAINTENANCE SERVICES ARE MADE WITH AUTHORIZED NEW OR REMANUFACTURED PARTS:** All repairs will be made with Ford authorized new or remanufactured parts or other products We authorize.

**8C. LOSS LIMITS:** We will pay up to the current NADA Retail Value of the Vehicle for all service contract repairs for CORE Coverages, LeaseCARE Coverages, Component Wrap (Non-CPO) Coverages, Limousine/Livery Coverages and Super Duty Coverages for each Eligible Repair Visit. On a Ford or Lincoln vehicle, We will reimburse You fair and reasonable costs for parts and labor. On a Competitive Make vehicle, We will reimburse You up to the Manufacturer's Suggested Retail Price for parts and up to the retail time in a National Industry Labor Time manual for labor.

**9. YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE:** To obtain coverage or reimbursement under this Agreement, You must: (i) properly operate the Vehicle and (ii) provide proof of Scheduled Maintenance Services. Proof of Scheduled Maintenance Services includes maintenance records that show mileage, date of maintenance service, VIN and the maintenance that was performed. Scheduled Maintenance Service require periodic service checks based on mileage intervals and the make and model of Your vehicle. Please

# TERMS AND CONDITIONS

review the Owner's Guide for Your Scheduled Maintenance Service requirements that are provided to You at the time of vehicle purchase. If You perform Your own Scheduled Maintenance Services, You must maintain a log including date, mileage and description of each maintenance service and provide corresponding receipts for purchases of parts and fluids.

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

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

**NEW CORE COVERAGES, COMPONENT WRAP COVERAGES, AND SUPER DUTY COVERAGES:** For all Ford, Lincoln or Mercury Vehicles and Super Duty Vehicles, You may change Your coverage under this Agreement:

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

On New Core Coverages, Component Wrap (Non-CPO) Coverages, and Super Duty Coverage Plans. We will charge a fee for changes to coverage that are made 12 months after the Warranty Start Date or 12,000 miles from Zero Miles, whichever occurs first.

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

**11A. TRANSFERABILITY:** You may transfer the remaining coverage of the Vehicle under this Agreement, if You pay Us a \$75 transfer fee and if You or the transferee of this Agreement initiates the transfer process and provides the following items to any Ford or Lincoln dealership or Us at P.O. Box 6045, Dearborn, Michigan 48121 within 180 days of the vehicle sale:

- (i) a letter, signed by You, transferring this Agreement to the transferee;
- (ii) a statement of the mileage on the Vehicle at the time of transfer; and
- (iii) the name and address of the transferee;

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

## **12. CANCELLATION AND REFUND**

### **(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:**

(1) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement, minus a \$75 processing fee for each plan cancelled.

(2) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day or a claim has been filed at any time during the term of this Agreement from the Signature Date the Selling Dealer 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. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis") to You or Your lender, minus a \$75 processing fee for each plan cancelled.

(3) If the Selling Dealer is no longer in business, then You may submit a written request to Us at the address referenced in 11A.

(4) You may not cancel the options You purchased without canceling the entire Agreement. If this Agreement expires under the time or mileage limitations, You are not entitled to a refund. If we provided this Agreement to You at no cost, 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.

**(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** We may cancel this Agreement if You fail to comply with this Agreement. If We cancel this Agreement, We will refund the purchase price on a Pro Rata basis. If We provided this Agreement at no cost, You are not entitled to a refund.

**13. DISPUTE RESOLUTION & ARBITRATION:** Either You or We may choose to have any dispute related to this Agreement or the Application decided by non binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitration or disputes concerning ESP 8240-Nat App/Provs (Oct 14) (Previous Editions May Not be Used)

this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. We do not agree to class arbitration. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/ESP](http://www.auto.bbb.org/ESP).

If there is a conflict between the Rules and this Agreement, this Agreement shall govern. If You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50.

You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney.

This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.

**14. STATE SPECIFIC PROVISIONS:** The following provisions are applicable in the states set forth below and modifies only those specific terms referenced. All other terms and conditions are unchanged.

**14.01 For Agreements in ALABAMA, ALASKA, HAWAII, MAINE, MINNESOTA, MISSOURI, NEW JERSEY, NEW MEXICO, NEW YORK, SOUTH CAROLINA, TEXAS, WISCONSIN and WYOMING:**

### **12A. (6) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:**

In New Mexico, if You have not received your refund amount within sixty (60) days of your cancellation request, and within forty five (45) days of Your cancellation request in AL, AK, HI, ME, MN, MO, NJ, SC, TX, WI and WY, and within thirty (30) days of Your cancellation request in NY, You are entitled to receive ten percent (10%) of the refund amount outstanding for every month that the refund is delayed.

**14.02 For Agreements in ALABAMA, ALASKA, HAWAII, MAINE, MINNESOTA, MISSOURI, NEW JERSEY, NEW MEXICO, NEW YORK, SOUTH CAROLINA, TEXAS, VERMONT and WYOMING:**

### **12A. (1) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:**

If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement.

**14.03 For Agreements in HAWAII, MINNESOTA, MISSOURI, MONTANA, NEW JERSEY, NEW YORK, NORTH CAROLINA, SOUTH CAROLINA, TEXAS and WYOMING:**

**12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** In HI, MN, MT, NC, NJ and TX, We may cancel this Agreement within 5 days prior written notice, 10 days prior written notice in WY, and 15 days prior written notice in MO, NJ, NY and SC when sent to You at Your last know address. Prior written notice is not required if cancellation is for any of the following reasons:

- (a) You failed to pay the purchase price of this Agreement;
- (b) You materially misrepresented any fact or circumstance to Us; or
- (c) You substantially breached Your duties under this Agreement regarding the Vehicle or its use.

### **14.04. ALABAMA:**

### **12A. (1) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:**

If You have not made a claim, and the Selling Dealer did not receive notice of cancellation within 30 days from the date the Selling Dealer mailed or delivered this Agreement to You, We will charge You a cancellation processing fee not to exceed \$25.

**12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** We may cancel this Agreement with five (5) days prior written notice sent to You at Your last known address. Prior written notice is not required if cancellation is for any of the following reasons:

- a) You failed to pay the purchase price for this Agreement; or
- b) You materially misrepresented any fact or circumstance to Us

**14.05 ALASKA: 12. CANCELLATION AND REFUND (A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:** (2) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day or a claim has been filed at any time during the term of this Agreement from the Signature Date the Selling Dealer 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. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis") to You or Your lender, minus a cancellation processing fee equal to the lesser of 7.0% or \$75.00.

### **12 (B). OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:**

We may cancel this Agreement within five days of written notice sent to You at Your last known address. Prior written notice is not required if cancellation is for any of the following reasons: (a) You failed to pay the purchase price of this Agreement; or (b) You materially misrepresented any fact or circumstance to Us. If We cancel this Agreement, We will refund the purchase price on a Pro Rata basis. If We provided this Agreement at no cost, You are not entitled to a refund.

### **14.06. CALIFORNIA:**

**1A. CALIFORNIA LICENSE NUMBER DISCLOSURE: THE CALIFORNIA LICENSE NUMBER OF FORD MOTOR SERVICE COMPANY IS OC41369.**



## TERMS AND CONDITIONS

**1E. CALIFORNIA DEPARTMENT OF INSURANCE CONTACT INFORMATION:** If any promise made in this contract has been denied or has not been honored within 60 days after Your request, You may contact the California Department of Insurance at 1-800-927-4357.

**2C. SALES TAX:** Sales tax is not applicable in California.

### 7. WHAT IS NOT COVERED BY THIS AGREEMENT

q. Repairs made to the Vehicle that are required due to a condition that existed prior to the purchase of this Agreement.

**8D. 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.

**12A. (1) (A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:** If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of odometer reading, on or before the 60th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement.

**(1)(B)** If the Selling Dealer receives a written cancellation request, including a copy of Your application, proof of payment and statement of the odometer reading, on or before the 60th day from the Signature date and a claim has been filed under this Agreement, the Selling Dealer will divide the purchase price You paid for this Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused months or miles, whichever is greater, and refund this amount ("Pro Rata" basis) to You or Your lender.

**(2)** If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 60th day from the Signature Date the Selling Dealer 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. The Selling Dealer will issue a Pro Rata refund to You or Your lender, minus a cancellation processing fee equal to the lesser of \$25 or 10% of the purchase price.

**12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** We may cancel this Agreement at any time during the term of this Agreement if You fail to pay the purchase price of this Agreement or for any material misrepresentation or fraud. We will provide written notice, stating the specific grounds for cancellation, to You at Your last known address. This Agreement will no longer be valid five days after the postmark date of the notice. If any refund is owed, a Pro Rata Refund will be issued to You or Your lender within thirty days of the cancellation date. If We cancel this Agreement for any of the reasons stated above, We will honor any claims for repair or reimbursement if submitted to Us prior to the effective date of cancellation, if eligibility requirements are met.

**13. DISPUTE RESOLUTION & ARBITRATION** - Either You or We may choose to have any dispute related to this Agreement, or the Application decided by non binding arbitration administered by the Better Business Bureau (BBB). To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/ESP](http://www.auto.bbb.org/ESP).

We will pay Your reasonable arbitration fees and expenses that are in excess of \$125.

You may employ an attorney to represent You in the Arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. If We request arbitration, We will pay the arbitration filing fee. This Agreement is subject to California law applicable to consumer contracts and the California Arbitration Act (CCP section 1280 et. seq.). Any arbitration decision shall be in writing with a supporting opinion.

#### 14.07. CONNECTICUT:

**5. WHAT THIS AGREEMENT COVERS:** If Your Vehicle is in Our custody being repaired, the coverage under this Agreement will be extended until the repair to Your Vehicle is complete if this Agreement expires within one year of purchase pursuant to the Application section titled "COVERAGE TERM AND COST".

**8A. WHERE TO GO FOR REPAIRS:** (3) In house service is not provided under this Agreement. You are responsible for any costs to transport the covered Vehicle for service that exceed the towing allowances referenced in Section 6A. of this Agreement.

**12A (6). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:** This Agreement is cancelable if the covered Vehicle is returned, sold, lost, stolen, or destroyed.

**13. 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.

#### 14.08. FLORIDA:

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**2C. FRAUDULENT CLAIM NOTICE:** Under the Code, any people who, with the intent to injure, defraud or deceive any insurer, knowingly files an application for coverage or a statement of claim that contains false, incomplete or misleading information is guilty of a felony of the third degree.

**2D. FLORIDA OFFICE OF INSURANCE REGULATION:** The Florida Office of Insurance Regulation does not regulate the rates charged for any plans sold pursuant to this Agreement. The Florida Office of Insurance Regulation does not regulate Maintenance plans. Maintenance plan coverage is optional and may only be purchased in conjunction with the purchase of a motor vehicle service agreement plan. The purchase price of a Maintenance plan must be disclosed separate and apart from the premium of a motor vehicle service agreement plan.

**4. DEDUCTIBLES, STANDARD AND OPTIONAL:** In the event You have purchased the Disappearing Deductible option and Your Selling Dealer is no longer in business, You may take Your vehicle to any Ford or Lincoln dealership for repair or service and Your Disappearing Deductible will be honored.

**11A. TRANSFERABILITY:** You may transfer the remaining coverage of the Vehicle under this Agreement, if You pay Us a \$40 transfer fee and if You or if the transferee of this Agreement initiates the transfer process and provides the following items to any Ford or Lincoln Dealership or Us at P.O. Box 6045, Dearborn, Michigan 48121 within 60 days of the vehicle sale:

- (i) a letter, signed by You, transferring this Agreement to the transferee;
- (ii) a statement of the mileage on the Vehicle at the time of transfer; and
- (iii) the name and address of the transferee;

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

#### 12. CANCELLATION AND REFUND

**(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:** 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, on or before the 60th day from the Signature Date, We will cancel this Agreement and refund the purchase price You paid under this Agreement. 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 60th day from the Signature Date, You will receive a refund of not less than 90% of the unearned pro rata premium paid under this Agreement. 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. You may not cancel the options You purchased without canceling the entire Agreement and We will not charge You a cancellation processing fee. If this Agreement expires under the time or mileage limitations, You are not entitled to a refund.

**(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** We may cancel this Agreement within 60 days from this Agreement's Signature Date for any reason. After 60 days from this Agreement's Signature Date, We may cancel this Agreement only for the following reasons: a) If You failed to pay the purchase price for this Agreement (in which case We must provide you notice of cancellation by certified mail); b) If You materially misrepresented any fact or circumstance to Us at the time of sale of this Agreement; c) If You substantially breached Your duties under this Agreement to maintain or use the Vehicle as prescribed by the Manufacturer; d) You failed to repair a tampered or disabled odometer on the Vehicle. If We cancel this Agreement, We will make a refund of not less than one hundred percent (100%) of the unearned gross amount that You paid for this Agreement (equally prorated basis) and We will not charge You a cancellation processing fee.

**13. DISPUTE RESOLUTION & ARBITRATION** - If the parties fail to agree on any matter concerning this Agreement or the Application 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. The parties may contact the Better Business Bureau (BBB) at 1-800-955-5100 or [www.auto.bbb.org/ESP](http://www.auto.bbb.org/ESP). to learn about or begin arbitration. The arbitrator's decisions shall be non binding on You and Us, unless both parties mutually agree to accept the arbitrator's decision as final. No suit shall be commenced in a federal, state or local court until such time as both You and We first address our disagreement in an arbitration proceeding pursuant to this Section 13. Each claim must be arbitrated individually. If there is a conflict between the Rules and this Agreement, this Agreement shall govern.

We will pay Your reasonable arbitration fees and expenses that are in excess of \$125. You may employ an attorney to represent You in the Arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. If We request arbitration, We will pay the arbitration filing fee.

This Agreement is subject to the Federal Arbitration Act (9 U.S.C. section 1 et. seq.) and the arbitration decision shall be in writing with a supporting opinion.

**14.09. ILLINOIS: 5. WHAT THIS AGREEMENT COVERS: Unless specifically provided in this Agreement, this Agreement does not cover "wear and tear".**

## TERMS AND CONDITIONS

**12(A)(1)&(2): YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:** If the Selling Dealer receives a written cancellation request, including a copy of Your application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price less a cancellation processing fee, not to exceed 10% of the Agreement purchase price or \$50, whichever is less. If the Selling Dealer receives a written cancellation request, including a copy of Your application, proof of payment and statement of the odometer reading, after the 30th day or a claim has been filed at any time during the term of this Agreement from the Signature Date, the Selling Dealer 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. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro-Rata basis") to You or Your lender, and a cancellation processing fee that is the lesser of 10% of the Agreement purchase price or \$50 for each plan cancelled.

### **14.10. INDIANA:**

**2C. PROOF OF PAYMENT** - Your proof of payment to the Selling Dealer, Administrator or Service Contract Provider constitutes proof of payment to the Insurer listed in provision 1.D. of this Agreement.

**2D.** This service contract is not insurance and not subject to Indiana Insurance Law.

### **14.11. LOUISIANA:**

**12A. (1) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:**

If the Selling Dealer receives a written notice of cancellation within thirty (30) days from the date this Agreement was delivered or mailed to You, Selling Dealer will provide You with a full refund less a \$50 processing fee.

(2) If You cancel this Agreement after 30 days from the date the Agreement was delivered or mailed to You, You shall receive a refund on a "Pro-Rata" basis less a \$50 processing fee. For purposes of this section 12.A. (2), "Pro Rata basis" will be determined by dividing the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater, multiply this dollar amount by the remaining unused miles or months, whichever is less.

### **14.12. MAINE:**

**1. E. ADMINISTRATION:** All service contract obligations in the state of Maine are administered by:

Percepta Philippines, LLC

P.O. Box 6045 Dearborn, Michigan

48121

Toll Free Number: 800-521-4144

### **12. CANCELLATION AND REFUND**

**(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:**

(2) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day or a claim has been filed at any time during the term of this Agreement from the Signature Date the Selling Dealer 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. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis") to You or Your lender.

**12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** We may cancel this Agreement at any time during the term of this Agreement within 15 days prior written notice when sent to You at Your last known address. We will state the effective date of the cancellation and the specific grounds for cancellation. If any refund is owed, a Pro Rata Refund will be issued to You or Your lender within thirty days of the cancellation date.

### **14.13. MINNESOTA:**

**3. MINNESOTA USED VEHICLE NOTICE:** If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer,

**A) the Vehicle had fewer than 36,000 miles from Zero Miles, the Selling Dealer may be required to warrant the Vehicle for (i) at least 60 days after the date You purchased the Vehicle or (ii) 2,500 miles, whichever occurs first.**

**B) If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer, the Vehicle had more than 36,000 miles but fewer than 75,000 miles from Zero Miles, the Selling Dealer may be required to warrant the Vehicle for (i) at least 30 days after the date You purchased the Vehicle or (ii) 1,000 miles, whichever occurs first.**

**C) If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer, the Vehicle had more than 75,000 miles from Zero Miles, the Selling Dealer is not required to warrant the Vehicle.**

**7. WHAT IS NOT COVERED BY THIS AGREEMENT:** (Additional Exclusions or changes)

f) Damage caused by the environment and pollution, including airborne fallout, chemicals, debris, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;

i) Scheduled Maintenance Services,

1. For New Vehicles - repairs resulting from the lack of required or recommended

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maintenance as contained in the Scheduled Maintenance Guide for your vehicle;

2. For Used Vehicles - repairs resulting from the lack of required or recommended maintenance, provided that, at the time the used Vehicle came into Your possession or control: 1) the Vehicle still retained its owner's manual; or, 2) You were offered a copy of the owner's manual for an incremental charge of ten dollars (\$10) or less; or 3) the maintenance requirements contained in the Scheduled Maintenance Guide were replaced with a new specific maintenance schedule.

**I) Repairs to the Vehicle if the odometer**

**1. has been tampered with, but only if the tampering occurs while the Vehicle is in Your possession or control; or**

**2. If You have failed to have a broken odometer repaired, if the odometer failed while the Vehicle is in Your possession or control.**

**12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** We may cancel this Agreement with (5) days prior written notice sent to You at Your last known address. Prior written notice is not required if cancellation is for any of the following reasons:

a) You failed to pay the purchase price for this Agreement;

b) You materially misrepresented any fact or circumstance to Us; or

c) You substantially breached Your duties under this Agreement regarding the Vehicle or its use.

d) if the VIN cannot be established because of actions for which You are responsible.

### **14.14. MISSISSIPPI:**

**1. ARBITRATION MAY ONLY PROCEED ON AN INDIVIDUAL BASIS, AND MAY NOT BE CONSOLIDATED WITH OTHER ARBITRATIONS OR ACCORDED ANY CLASS ACTION STATUS.**

**A. THIS SERVICE CONTRACT AGREEMENT, INCLUDING THE APPLICATION, INVOKES ARBITRATION UNDER THE FEDERAL ARBITRATION ACT. EITHER YOU OR WE MAY ELECT BINDING ARBITRATION TO RESOLVE DISPUTES UNDER THIS SERVICE CONTRACT AGREEMENT.**

**B. IF EITHER YOU OR WE DECIDE TO ARBITRATE A DISPUTE REGARDING ANY ASPECT OF THIS SERVICE CONTRACT AGREEMENT OR THE APPLICATION AND THE SALE OF THE SERVICE CONTRACT, AN ARBITRATOR WILL RESOLVE THE DISPUTE. IF ARBITRATION IS SELECTED TO RESOLVE THE DISPUTE, BOTH PARTIES WAIVE THEIR RIGHTS TO RESOLVE THE DISPUTE IN A COURT PROCEEDING.**

**C. IN AN ARBITRATION, ONE OR MORE OF THE ARBITRATORS (WHO ARE NEUTRAL DECISION-MAKERS) RENDER A DECISION AFTER HEARING THE ARGUMENTS FROM ALL PARTIES. ARBITRATION TAKES THE PLACE OF A TRIAL AND DISPUTES ARE DECIDED BY ARBITRATION, NOT A JUDGE OR JURY.**

**D. YOU AND WE ARE BOUND BY THE DECISION OF THE ARBITRATOR AND THE RESULTS OF THE ARBITRATION ARE BINDING AND FINAL AND MAY NOT BE APPEALED TO A COURT.**

**E. IF YOU NEED ADDITIONAL INFORMATION REGARDING THE DISPUTE RESOLUTION AND ARBITRATION SECTION IN THE SERVICE CONTRACT AGREEMENT, PLEASE CALL THE TOLL FREE ASSISTANCE LINE AT 800-392-3673.**

**F. YOU HAVE 5 DAYS FROM DELIVERY OF THIS SERVICE CONTRACT AGREEMENT TO REJECT THE SERVICE CONTRACT AGREEMENT IF YOU DO NOT WANT TO ACCEPT THIS BINDING ARBITRATION PROVISION. IF YOU REJECT THE SERVICE CONTRACT**

## TERMS AND CONDITIONS

**AGREEMENT, YOU DO NOT HAVE THE SERVICE CONTRACT COVERAGE IT PROVIDES AND YOU ARE ENTITLED TO A FULL REFUND OF THE AMOUNT YOU PAID. IF YOU DO NOT REJECT THE SERVICE CONTRACT AGREEMENT WITHIN 5 DAYS, YOU HAVE ACCEPTED IT. WE WILL PAY YOUR TOTAL REASONABLE ARBITRATION FEES AND EXPENSES. ARBITRATION PROCEEDINGS MUST COMMENCE NO LATER THAN 120 DAYS AFTER THE FIRST NOTIFICATION BY YOU OR US OF AN ELECTION TO ARBITRATE A DISPUTE. UNLESS YOU AND WE AGREE OTHERWISE, ALL ARBITRATION PROCEEDINGS WILL BE CONDUCTED AT A LOCATION IN THE COUNTY OF YOUR RESIDENCE.**

### 14.15. MISSOURI

#### 12. (A) (2). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day or a claim has been filed at any time during the term of this Agreement from the Signature Date the Selling Dealer 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. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis") to You or Your lender, minus a \$50 processing fee for each plan cancelled.

### 14.16. NEBRASKA:

**13. DISPUTE RESOLUTION & ARBITRATION:** You and We must mutually agree to have any dispute related to this Agreement or the Application decided by nonbinding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/ESP](http://www.auto.bbb.org/ESP). If there is a conflict between the Rules and this Agreement, this Agreement shall govern.

If You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50. You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. SS 1 et seq. The arbitration decision shall be in writing with a supporting opinion.

### 14.17. NEVADA

**2C. SPECIAL NOTICE - RENEWABILITY:** This Agreement is non-renewable.

**7(t). Taxis, vehicles used for competitive driving/racing/offroad use, fuel cell vehicle, performance modified vehicles at point of sale (vehicles that qualify for coverage that are later modified or altered with performance modified parts are covered except for the performance modified parts and failures or repairs resulting from the performance modified parts that were not permanently affixed at point of sale), 4X2-equipped vehicles modified with 4X4 AWD capabilities and incomplete vehicles (e.g. chassis, cabs, cutaways, stripped chassis except Ford, Chevrolet, Dodge and GMC).**

**7(y). WHAT IS NOT COVERED BY THIS AGREEMENT:** This Agreement will not be issued for any Vehicle where the New Vehicle Limited Warranty is void at the time of Application. If this Agreement is already in effect and the New Vehicle Limited Warranty on the vehicle becomes void, this Agreement will not automatically exclude all coverage for the Vehicle. In such situations, the Agreement will not cover any services that would otherwise have been provided under the New Vehicle Limited Warranty, but the Agreement will cover any other service listed in the Agreement, unless such coverage is subject to other exclusions.

**8A. (4).** Prior approval may be necessary for services depending on the total cost of the repair. If prior approval is required, Your servicing dealer will contact Ford ESP Prior Approval Headquarters for authorization.

#### 12 A. (1). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement. We will refund the purchase price of the Agreement within 45 days of written notice. If a full refund is not received within 45 days of Your written cancellation request, You are entitled to receive an additional 10% on the refund amount owed to You for each thirty day period.

**12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** If this ESP 8240-Nat App/Provs (Oct 14) (Previous Editions May Not be Used)

Agreement has been in effect for at least seventy (70) days, We cannot cancel it prior to either: (i) its stated term, or (ii) the one (1) year anniversary of its original effective date, whichever occurs first. We may, however, cancel this Agreement, at any time, within 15 days prior written notice when sent to You at Your last known address, if the cancellation is for any of the following reasons:

- You failed to pay the purchase price for this Agreement;
- You materially misrepresented any fact or circumstance to Us;
- You were convicted of a crime that results in an increase in the service required under this Agreement;
- There is a material change in the nature or extent of the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued (such as the Vehicle is a Branded, Totaled or Salvaged Vehicle, or the VIN cannot be established); or
- We discover (1) an act or omission by You, or (2) a violation by You of any condition of the Agreement that occurs during the term of the Agreement and that substantially and materially increases the service required under this Agreement.

### 14.18. NEW HAMPSHIRE:

**2C. SPECIAL NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY:** Please direct all questions or complaints concerning this Agreement to Us at P.O. Box 6045, Dearborn, Michigan 48121. In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at either: 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, or (800) 852-3416.

### 14.19. NEW MEXICO:

**12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** If this Agreement has been in effect for at least seventy (70) days, We cannot cancel it prior to either: i) its stated term, or, ii) the one (1) year anniversary of its original effective date, whichever occurs first. We may, however, cancel this Agreement at any time, with fifteen (15) days prior written notice sent to You at your last known address, if the cancellation is for any of the following reasons:

- You failed to pay the purchase price for this Agreement;
- You materially misrepresented any fact or circumstance to Us;
- You were convicted of a crime that results in an increase in the service required under this Agreement;
- there is a material change in the nature or extent of the required service or repair that occurs after the Signature Date that causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued (such as the New Vehicle Limited Warranty of the Vehicle has been voided, in whole or in part, the Vehicle is a Branded, Totaled or Salvaged Vehicle, or the VIN cannot be established) or,
- We discover (1) an act or omission by You or (2) a violation by You of any condition of the Agreement that occurs during the term of the Agreement and that substantially and materially increases the service required under this Agreement.

### 14.20. NEW YORK:

**2C. SPECIAL NOTICE - FOR GENERAL INFORMATION, WE MAY BE CONTACTED AT 800-392-FORD.**

### 14.21. NORTH CAROLINA:

**12A. (1) & (2) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:** If You cancel this Agreement, the Selling Dealer will refund the unearned purchase price prorated based upon the lesser of the unused months or miles of coverages, minus a cancellation processing fee equal to the lesser of 10% or \$75.00.

### 14.22. OREGON:

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

**13. DISPUTE RESOLUTION AND ARBITRATION:** If You and We cannot agree to a claim settlement and You have exhausted all internal appeals, You and We may agree to have any dispute related to or arising from this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/ESP](http://www.auto.bbb.org/ESP). We will pay Your reasonable arbitration fees and expenses that are in excess of \$100. You may employ an attorney to represent You in Arbitration, but an Attorney is not required. We will not pay Your attorney fees if You use an attorney. If We request arbitration, We will pay the arbitration filing fee.

This Agreement is subject to ORS 36.600-36.740. Arbitration will take place in the state of Oregon in accordance with Oregon laws unless You and We mutually agree to another location. All arbitration decisions shall be in writing with a supporting opinion.

### 14.23. SOUTH CAROLINA:

**2C. SPECIAL NOTICE - WHO YOU SHOULD CONTACT (SOUTH CAROLINA RESIDENTS ONLY):** Please direct all questions or complaints concerning this Agreement to Us at P.O. Box 6045, Dearborn, Michigan 48121. In the event that We do not timely resolve such matters, You may contact the South Carolina of Insurance at either: Post Office Box 100105, Columbia, South Carolina, 29202-3105, or (800) 768-3467.

### 14.24. TEXAS:

# TERMS AND CONDITIONS

## **2C. SPECIAL NOTICE - FOR GENERAL INFORMATION, WE MAY BE CONTACTED AT 800-392-FORD.**

**2D. COMPLAINTS:** Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 512-463-6599 or 800- 803-9202.

## **12. (A). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:**

(2) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day or a claim has been filed at any time during the term of this Agreement from the Signature Date the Selling Dealer 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. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis") to You or Your lender, minus a \$50 processing fee for each plan cancelled.

(6) The right to cancel this Agreement is not transferable to subsequent Service Contract Holders.

### **14.25. WASHINGTON:**

**2B. INSURER CUT-THROUGH BENEFITS:** You are not required to wait sixty (60) days to file a claim for service or other benefit owed pursuant to this Agreement directly with the insurer of this Agreement.

### **7. WHAT IS NOT COVERED BY THIS AGREEMENT:**

i) Repairs to a covered part caused by the lack of required or recommended maintenance.

**10. INELIGIBLE OR EXCESS COVERAGE:** If You were charged for coverage for which Your vehicle is ineligible or coverage in excess of the maximum allowed under this Agreement, We will refund the excess charge. If You financed Your Agreement We will send the refund to Your lender with instructions to credit Your loan. We may cancel this Agreement within 60 days of this Agreement being mailed or delivered to You for ineligible or excess coverage. You will be notified of the refund and the termination of any ineligible or excess coverage.

### **12A. YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:**

(1) If You have not made a claim under this Agreement and the Selling Dealer receives written notice of cancellation within 30 days after this Agreement was delivered or mailed to You, the Selling Dealer will provide you with a full refund of the purchase price paid.

(2) If You have not made a claim under this Agreement and You cancel this Agreement 30 days after the date this Agreement was delivered or mailed to You, You shall receive a pro rata refund of the unearned purchase price based upon the unused months or miles of coverage remaining, whichever is less, minus a \$25 cancellation processing fee.

(6) If the Selling Dealer does not pay You the full refund amount within 30 days of Our receipt of Your cancellation request, You are entitled to receive an additional 10% based on the refund amount owed to You.

**12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** We may cancel this Agreement only within 60 days of this Agreement being mailed or delivered if You fail to comply with this Agreement. If We cancel this Agreement, We will refund the purchase price on a Pro Rata basis. If We provided this Agreement at no cost, You are not entitled to a refund.

**12C. WHO ISSUES REFUND PAYMENTS:** Refund payments will be made by the Selling Dealer, your lienholder, The American Road Insurance Company or Us.

**13. DISPUTE RESOLUTION & ARBITRATION:** You and We must mutually agree to have any dispute related to this Agreement or the Application decided by binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/ESP](http://www.auto.bbb.org/ESP). If there is a conflict between the Rules and this Agreement, this Agreement shall govern.

If you initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50. You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.

Arbitration proceedings concerning this Agreement, the Application and the sale or solicitation thereof will be held at a location in the closest proximity to Your permanent residence.

**13A. CIVIL ACTION:** The State of Washington is the jurisdiction of any civil action in connection with this Service Contract.

### **14.26. WISCONSIN:**

**1.E. ADMINISTRATION:** All service contract obligations in the state of Wisconsin are administered by:

#### **COVERAGE/CLAIMS CANCELS/TRANSFERS**

Percepta Philippines, LLC

P.O. Box 6045

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Dearborn, Michigan 48121

Toll Free Number: 800-521-4144

### **STATE FILINGS**

The American Road Insurance Company P.O. Box 6045 Dearborn, Michigan 48121

## **2C. WISCONSIN DISCLOSURE: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.**

### **12A. YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:**

(1) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement. (6) If the Selling Dealer receives 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, the Selling Dealer 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. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro-Rata" basis) to You or Your Lender.

**12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** We may cancel this Agreement within five (5) days of providing prior written notice to You at Your last known address if:

a) You fail to pay the purchase price of this Agreement

b) You materially misrepresent any fact or circumstance to Us

c) You substantially breach Your duties under this Agreement regarding the Vehicle or its use. If We cancel this Agreement, We will refund the purchase price on a Pro Rata basis. If We provided this Agreement at no cost, You are not entitled to a refund.

**13. DISPUTE RESOLUTION & ARBITRATION:** You or We must mutually agree to have any dispute related to this Agreement or the Application decided by nonbinding

arbitration administered by the Better Business Bureau (BBB). To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/ESP](http://www.auto.bbb.org/ESP). If there is a conflict between the Rules and this Agreement, this Agreement shall govern.

If You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50. You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.

### **14.27. WYOMING:**

**1A.** In the State of Wyoming, the Service Contract Provider is Ford Motor Service Company doing business as American Road Administrative Company.

**13. DISPUTE RESOLUTION & ARBITRATION:** Any arbitration taking place in Wyoming will comply with the Wyoming Uniform Arbitration Act. At the time of any disagreement between You and Us; in a separate written agreement, the parties may voluntarily agree to submit their matters of difference to arbitration and that the results of arbitration are binding on the parties without the right of appeal.