

**FLORIDA FORD SUPER DUTY DIESEL ENGINECARE AND FORD SUPER DUTY DIESEL ENGINECARE PLUS SERVICE CONTRACT APPLICATION, TERMS AND CONDITIONS**



**SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE**

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Vehicle Identification Number ("VIN") (17 Digits)

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Signature Date

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Warranty Start Date

Internet Sale  Yes  No

**SECTION B - TYPES OF NEW PLANS**

Ford Super Duty Diesel EngineCARE

Ford Super Duty Diesel EngineCARE Plus  
(Standard Deductible is \$0)

**SURCHARGES**

- 12 Months/12,000 Miles
- Ambulance/shuttle/tow truck (specialty)
- Snow Plow

**OPTION**

Enhanced Rental

**SECTION C - COVERAGE TERM AND COST**

Coverages begins at the New Vehicle Limited Warranty Start Date Zero Miles. Coverage ends at THE EARLIER OF: i) THE NUMBER OF YEARS YOU HAVE PURCHASED, OR, ii) THE NUMBER OF MILES PURCHASED FROM THE NEW VEHICLE LIMITED WARRANTY START DATE OR ZERO MILES.

Plan / Coverages	YEARLY Duration & Expiration Date	Mileage Duration & Expiration Distance	Purchase Price	Sales Tax	Total Purchase Price & Sales Tax
Core Coverages:			\$	\$	\$
Current Mileage:			Totals \$	\$	\$

**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.

*I acknowledge receipt of a complete copy of this Agreement at the time of signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.*

Service Contract Holder Signature (not valid without signature)

Signature Date

Service Contract Holder Name and Address

Service Contract Lienholder Name

**SECTION E - DEALERSHIP INFORMATION**

Dealership Name and Address

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Phone Number

Dealership Signature

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EMPLOYEE STARS ID

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P&A Code

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Core Coverages:			\$	\$	\$
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P&A Code

**1. INTRODUCTION & PARTIES:** This service contract, including the Application (this "Agreement") is between Ford Motor Company (referred to in this Agreement as "We", "Our" or "Us") and the service contract holder (referred to in this Agreement as "You" or "Your"). Our Florida License Number is 60018. "You may contact Us at the following address:

Ford Motor Company  
 Extended Service Plan Headquarters  
 P.O. Box 6045  
 Dearborn, Michigan 48121  
 Toll Free Number: 800-392-FORD (3673).

**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. FRAUDULENT CLAIM NOTICE:** Under the Code, any person 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.

**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.

**CORE Coverages** means Ford Super Duty Diesel EngineCARE and Ford Super Duty Diesel EngineCARE Plus available under this Agreement.

**Eligible Repair Visit** means a single visit to a Ford or Lincoln Mercury dealership for service or repair of a covered failure to the Vehicle.

**Emergency Service or Repair** means necessary service or repair to an inoperable Vehicle at a dealer or repair provider other than a Ford dealership because all Ford dealerships within a 25 mile radius are closed.

**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 or components covered by this Agreement that arise from defects in materials or workmanship or caused by wear and tear.

**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 by a consumer for a service contract.

**Retail Value of the Vehicle** means the retail value of the Vehicle at the time of repair or service, as determined by "National Auto Dealers' Association (N.A.D.A.) Guide", taking into consideration the location, mileage and condition of the Vehicle.

**Scheduled Maintenance Service** means replacement or replenishment of parts and lubricants as listed on the Manufacturers' Maintenance Information, including adherence to the normal or severe duty mileage and time requirements depending on vehicle usage.

**Selling Dealer** means the authorized dealership that sold You 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 maintenance for operational or structural failure due to a defect in materials or workmanship, or normal wear and tear.

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

**Service Contract 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 or used F-150, 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 (770 Payload Group-V), 862, 863, 864, 62B, 62S, 63A and 47S or any snow plow package that is the equivalent of the Snow Plow Prep Package models.

**Super Duty** means a Ford F-250, Ford F-350, Ford F-450 or Ford F-550 truck, a Ford E-250, Ford E-350, Ford E-450, or a Ford Excursion equipped with a 4.5L, 6.0L, 6.4L, 6.7L, or 7.3L Power Stroke engine.

**Vehicle** means the vehicle identified in the Application by the VIN.

**Vehicle Identification Number (VIN)** means the 17 digit 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.

**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. 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 and labor costs) will be provided as shown below. We will either: (a) service Your Vehicle; (b) repair or replace covered Failures or (c) reimburse You for the Vehicle's servicing or for the repair or replacement of covered Failures. We may inspect the Vehicle before performing any service or repairs and inspect parts that are serviced, repaired or replaced.

**4A. 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).

**4B. 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.

**5. ADDITIONAL BENEFITS**

**5A. ROADSIDE ASSISTANCE COVERAGE:** For all Super Duty plans covering E and F-250 vehicle series, We arranged with Cross Country Motor Club, Inc. to provide Roadside Assistance to You as part of this Agreement. Cross Country Motor Club, Inc.'s address is P.O. Box 9145, Medford, MA 02155. For all Super Duty plans covering E and F-350 series and higher, We arranged with Coach-Net Services Group, Inc. to provide Roadside Assistance to You as part of this Agreement. Coach-Net Services Group, Inc.'s address is 900 North Lake Havasu Avenue, Lake Havasu, Arizona 86403. Cross Country Motor Club, Inc. and Coach-Net Services Group, Inc. shall hereinafter be collectively referred to as "Ford 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 Roadside 24 hours a day, 7 days a week. **To request roadside assistance or for customer inquiries, call Ford Roadside at 1-800-241-3673.** Service providers who provide Roadside Assistance are independent contractors and not employees, agents or representatives of Ford Roadside or Us.

**1. ROADSIDE ASSISTANCE ITEMS**

**ITEMS COVERED:** Roadside Assistance provides coverage of up to \$100 per incident 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, provided that coverage is limited to 3 "no charge" service calls during a 12 month period and (d) out of fuel assistance, which provides the delivery of diesel fuel to You, including the cost of up to 5 gallons of diesel fuel, provided that coverage is limited to 3 "no charge" service calls during a 12 month period. Towing coverage is limited to one tow per disablement.

**ITEMS NOT COVERED:** Roadside Assistance does not provide coverage for: (a) replacement parts, (b) diesel fuel (except for an out of fuel assistance call provided in section 5A. 1(d) above), (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; or (i) the assistance of any private parties.

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

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

**LIMIT OF LIABILITY:** We will cover service up to \$100 per incident for lock-out assistance, flat tire changes, battery jump starts and out of fuel assistance. If You prefer to arrange Your own roadside assistance or towing, We will reimburse You for each 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 referenced in Section 5A. based on Your vehicle series.

**2. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT -** If Your Vehicle is disabled 100 or more miles from Your residence (according to Ford Roadside's 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 Roadside at the address referenced herein 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).**

#### **5B. TOWING REIMBURSEMENT:**

If towing is necessary because a Failure occurs or services provided by Your coverage are required, Ford Roadside will pay the towing costs if the Vehicle is towed to the Selling Dealer or other Ford Motor Company franchised dealer. The towing reimbursement is limited to \$100 per incident.

#### **5C. RENTAL CAR REIMBURSEMENT:**

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) the result of a Ford Motor Company manufacturer's recall, (ii) the Vehicle must be kept overnight by the Ford or Lincoln Mercury dealership because it was inoperable or would become inoperable if it was continued to be operated; and (iii) You rent the vehicle from a Ford or Lincoln Mercury dealership. If You meet the eligibility requirements set forth in this section 5C (i), (ii), and (iii), We will reimburse You for vehicle rental charges You actually incur up to \$30 per day for up to 10 days or until the repair is complete, whichever occurs first.

**5D. ENHANCED RENTAL OPTION:** If You purchased the Enhanced Rental Option with the Core Coverages, We will reimburse You for vehicle rental charges You actually incur up to \$75 per day for up to 10 days 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.

We will not reimburse You for any vehicle rental charge(s) incurred before the Signature Date of this Agreement.

**6. WHAT IS NOT COVERED BY THIS AGREEMENT -** Unless stated otherwise, this Agreement does NOT cover:

- a) Repairs covered by the Original Equipment Manufacturer, manufacturer recalls or any insurance or warranty;
- b) Service adjustments and cleaning not made with a covered repair;
- c) Repairs to any engine, transmission and final drive components for damages caused by an after-market turbocharger or supercharger;
- 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 collisions or other physical damage to the Vehicle, unreasonable use (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 part not approved, certified or authorized by the Vehicle's manufacturer; or (4) any part designated for "off-road use 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 parts, components and/or software/recalibration;
- f) Damage caused by the environment and pollution, including airborne fallout, corrosion, chemicals, 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) Repairs caused by lack of required or recommended Scheduled Maintenance Service;
- i) Scheduled Maintenance Service;
- j) Repairs needed to a covered part caused by the Failure of a non-covered part;
- k) Repairs to the Vehicle if the odometer is altered, broken, repaired or replaced so that We cannot determine the actual mileage on the Vehicle;
- l) Loss of use of the Vehicle, special or consequential damages, and personal expenses, such as motels, food, gas and mileage (except as provided by Roadside Assistance);
- m) Mileage charges, drop-off fees, insurance or gasoline;
- n) State or local taxes for the Enhanced Rental Option;
- o) Vehicles manufactured for sale outside the United States, District of Columbia or Canada;
- p) Repairs to the Vehicle performed outside of the United States, District of Columbia, Guam, Puerto Rico or Canada;
- q) Repairs required as a result of operation outside the United States, District of Columbia or Canada;
- r) Shop supplies and disposal of environmental wastes from the Vehicle;
- s) A Vehicle is excluded from coverage if, (1) the New Vehicle Limited Warranty for the Vehicle or specified component parts is voided, in whole or part, (2) the Vehicle is a Branded, Totaled or Salvaged Vehicle, or (3) if We cannot determine the VIN.
- t) Any vehicle that is not a Ford Super Duty vehicle or any Super Duty vehicle equipped with a snow plow or used for snow plow purposes that does not have an eligible Snow Plow Factory Option or its equivalent at the time of vehicle purchase.
- u) Service adjustments and cleaning, batteries of all types and cables, belts and hoses, brakes (front hub, drums, shoes, linings, disc rotors, pads), coolant, exhaust system (includes catalytic converter), filters, fluids, lubricants, lights (bulbs, sealed beam, lenses), spark plug wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, and compressed natural gas/liquid propane fuel system conversion components, LED lights, manual clutch disc, shock absorbers, spark plugs and wiper blades.
- v) Service adjustments (glass and body parts), bright metal bumpers, door handles, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, sideview mirrors (glass and housing), water leaks, wind noise, weatherstrips, wheels, wheel studs, wheel covers and ornaments, convertible top, fabric, liners, zippers, fasteners, buttons, carpets, dash pad, door and window handles, knobs, rearview mirror (glass and housing), trim and upholstery.
- w) Costs or expenses for the teardown, inspection or diagnosis of Failures not covered by this Agreement.

#### **7. REPAIR INFORMATION**

**7A. WHERE TO GO FOR REPAIRS:** Unless You need an

Emergency Repair or Service, We recommend that You return to the Selling Dealer to obtain repairs or service to Your Vehicle. However, You may obtain repairs or service to the Vehicle under this Agreement from any Ford Motor Company franchised dealership in the United States or Canada. Call the Ford Customer Relations Center at 800-392-FORD if You have any questions concerning service or coverage available under this Agreement or to find the nearest Ford Motor Company dealership.

If the Vehicle should need Emergency Service or Repair and the vehicle is inoperable, You may use other repair or service facilities if all local Ford or Lincoln Mercury franchised dealerships within a 25 mile radius are closed. The Selling Dealer or repair facility will either approve or obtain prior approval from our Administrator for claims relating to Your vehicle.

**7B. REPAIRS ARE MADE WITH AUTHORIZED NEW OR REMANUFACTURED PARTS:** All repairs will be made with Ford authorized new or remanufactured parts or other new or remanufactured parts that We authorize.

**7C. LOSS LIMITS:**

We will pay up to the Retail Value of the Vehicle for all service contract repairs for CORE Coverages for each Eligible Repair Visit.

**8. YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE:** To obtain coverage 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 items include but are not limited to engine oil and filter, engine air filter, engine coolant, fuel filter draining and/or changing, transmission fluid and filter, axle fluid, tires, belts and hoses.

Scheduled Maintenance Service requires periodic service checks based on mileage intervals and the make and model of your Vehicle. Please review the Owner's Guide for Your Scheduled Maintenance Service requirements that are provided 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.

**9. 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.**

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

You may change Your coverage under this Agreement:

(i) before the expiration of the first 3 years from the Warranty Start Date; or

(ii) within the first 90 days from the Signature Date, whichever date (i) or (ii) is later.

We will charge a fee for changes to coverage that are made from 12 months after the Warranty Start Date or 12,000 miles from Zero Miles, whichever occurs first.

**10A. TRANSFERABILITY:** If You pay Us a \$40 transfer fee, You may transfer the remaining coverage of the Vehicle under this Agreement, if You or the transferee of this Agreement initiates the transfer process and provides the following items to any Ford or Lincoln Mercury dealer or Us at P.O. Box 6045, Dearborn, Michigan 48121 within 60 days from 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.

**11. CANCELLATION AND REFUND**

**11A. 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 less the cost of any claims 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 We will divide the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. We will multiply this dollar amount by the remaining used miles or months, whichever is less, and refund this amount ("Pro Rata basis") to You or Your lender, minus a processing fee equal to 10% of the Pro Rata refund amount or \$50, whichever is less.

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.

**11B. 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) You failed to pay the purchase price for this Agreement (in which case We must provide you notice of cancellation by certified mail);
- b) You materially misrepresented any fact or circumstance to Us;
- c) You substantially breached Your duties under this Agreement regarding the Vehicle or its use; or
- d) Your failure to repair a tampered or disabled odometer on the vehicle.

If We cancel this Agreement the refund will be based on a 100% Pro-Rata basis.

**12. 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. The parties may contact the National Arbitration Forum at 1-800-474-2371 or [www.arb-forum.com](http://www.arb-forum.com) to begin arbitration. The arbitrator's decisions shall be non-binding on You and Us, unless both parties mutually agree to accept the arbitrators' 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 12. Each claim must be arbitrated individually. You may obtain the National Arbitration Forum rules (the "Rules") from the National Arbitration Forum. 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 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.