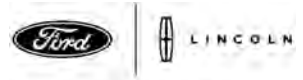


**MAINTENANCE PLAN APPLICATION,  
TERMS & CONDITIONS  
NEW AND USED VEHICLES**



**PROTECT**

**REGISTRATION INFORMATION**

FPLP 8324 MNTC (AUG 18) (Previous Editions May Not Be Used)

Vehicle Identification Number ("VIN") (17 Digits)				Signature Date		Warranty Start Date		<input type="checkbox"/> Gas/Hybrid <input type="checkbox"/> Diesel <input type="checkbox"/> Electric <input type="checkbox"/> CPO <input type="checkbox"/> Incomplete <input type="checkbox"/> Medium Duty
<input type="checkbox"/> Internet Sale Yes <input type="checkbox"/> No				<input type="checkbox"/> IPP Term <input type="text"/>		Current Mileage <input type="text"/>		
<b>Surcharges</b> <input type="checkbox"/> 12 Months/12,000 Miles (PMP Only, Not Applicable for CPO) <input type="checkbox"/> 36 Months/36,000 Miles (Ford Competitive Make or 48 Months/50,000 Miles (Lincoln Vehicles)) <input type="checkbox"/> Snowplow (PMP Only - Not applicable for PMP E, PMP L, PMP BL, or PMP CPO) <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, All Police pursuit units (except Ford Police Interceptor), Limo, Livery, Shuttle, Tow Truck (Gas/Hybrid, Diesel, and Lincoln Premium Maintenance Plans Only)								

**PREMIUM MAINTENANCE PLANS:** Gas/Hybrid, Electric, Diesel, Lincoln, Black Label, Incomplete (Cab/Chasis), Medium Duty, CPO - (Standard \$0 Deductible)

**LIMITED, BASIC, AND ENGINE MAINTENANCE PLANS:** Gas/Hybrid and Diesel - (Standard \$0 Deductible)

**For Premium Maintenance Plans (PMP) coverage BEGINS** at the New Vehicle Limited Warranty Start Date and Zero Miles. Coverage **ENDS** at **THE EARLIER OF** the Number of Years Purchased, the Number of Miles Purchased or upon completion of the Maximum Number of Service Intervals Purchased from the New Vehicle Limited Warranty Start Date or Zero Miles.

**For LIMITED, BASIC, AND ENGINE Maintenance Plans coverage BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **THE EARLIER OF** the Number of Years Purchased, the Number of Miles Purchased or upon completion of the Maximum Number of Service Intervals Purchased from the Signature Date or Current Mileage.

**PLAN COVERAGE**

Plan Name	Plan Term		Plan Expiration (Earlier of)		Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
	Months	Mileage	Date	Mileage			
					\$	\$	\$
<b>Premium Maintenance Plan Options</b> <input type="checkbox"/> First Day Rental (Not applicable on Black Label 2016 Model Years and Prior, Incomplete or Medium Duty Plans) <input type="checkbox"/> Pick Up and Delivery Option (Lincoln Only)	<b>Maintenance Plan Options</b> <input type="checkbox"/> Full Synthetic Oil (Not applicable on full Electric, CPO, BMP and EMP)						
<b>Service Intervals</b> <input type="checkbox"/> 3,000* <input type="checkbox"/> 5,000 <input type="checkbox"/> 7,500 <input type="checkbox"/> 10,000+ <small>*Not available on PMP Plans +only service internal available for PMP Electric</small>					<b>Service Visits</b>		

**DISCLOSURE INFORMATION:**

**NOTE: THE PURCHASE OF THIS MAINTENANCE PLAN IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE.**

*I acknowledge receipt of a complete copy of this Maintenance Plan (the Application, Terms and Conditions constitute the "Entire Maintenance Plan") 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 Maintenance Plan except as otherwise provided by law.*

**MAINTENANCE PLAN/PURCHASER**

Signature (Not Valid without Signature)				Signature Date			
Name			Address				
City		State	Zip Code		E-Mail Address		Maintenance Plan Lienholder Name

**DEALERSHIP INFORMATION**

Dealership Signature				<b>FOR OFFICE USE ONLY</b>			
Dealer Name							
Address 1		Address 2					
City		State					
Zip Code		Telephone No					
Employee Stars Id		P&A Code					

## TERMS AND CONDITIONS

This is either a Premium Maintenance Plan for Ford and Competitive Make gas/hybrid vehicles (PMP F), Premium Maintenance Plan for Ford and Competitive Make Diesel vehicles (PMP D), Premium Maintenance Plan for Electric vehicles (PMP E), Premium Maintenance Plan for Lincoln gas/hybrid vehicles (PMP L), Premium Maintenance Plan for Black Label vehicles (PMP BL), Premium Maintenance Plan - Incomplete Transit, F-250 through F-550 and E-250 through E-450, and Equivalent Chevrolet, Dodge and GMC vehicles (PMP INC), Premium Maintenance Plan on Medium Duty F-650 and F-750 vehicles (PMP MD), Premium Maintenance Plan - Certified Pre-Owned for Ford and Mercury vehicles (PMP CPO-F) and Premium Maintenance Plans - Certified Pre-Owned for Lincoln vehicles (PMP-CPO-L), Limited Maintenance Plan (LMP), Engine Maintenance Plan (EMP) or a Basic Maintenance Plan (BMP) (hereinafter known as "PMP F," "PMP D," "PMP E," "PMP L," "PMP BL," "PMP INC," "PMP MD," "PMP CPO-F," "PMP CPO-L," "LMP," "EMP," or "BMP" or collectively known as "Maintenance Plan(s)" unless specified otherwise) between the Maintenance Plan Purchaser ("You" or "Your") and Ford Motor Company, the Provider ("We" or "Us").

### **WHAT THIS PLAN COVERS:** If You elected:

- PMP F, PMP L, PMP BL, PMP D, PMP INC, PMP MD, PMP CPO-F, or PMP CPO-L Coverage, You have Original Equipment Manufacturer's required scheduled maintenance services coverage for Wear Items (brake pads and linings, clutch disc, spark plugs, engine belts, coolant hoses/hose clamps/hose o-ring seals, wiper blades, shock absorbers/struts) and diesel exhaust fluid (DEF) refill or top off at the time of the scheduled maintenance interval purchased under this agreement.

- PMP INC Coverage is only applicable to Ford vehicles that have the first three VIN position of 1FC, 1FB, 1FD, 1F6, 2L1, 2LJ, 3FR and 5LD, Chevrolet, Dodge and GMC vehicles, and cab and chassis (incomplete vehicles).

- PMP E, You have Original Equipment Manufacturer's Required scheduled maintenance services for the earlier of selected time, mileage or maximum number of service visits purchased and coverage for Wear Items (wiper blades, brake pads and linings, engine belts, coolant hoses/hose clamps/hose o-ring seals, shock absorbers and struts). For PMP E, You have Original Equipment Manufacturer's Required scheduled maintenance services consist of tire rotation, multi-point inspection, washer fluid top off at every service interval and cabin air filter replacement at every 20,000 mile service interval.

- For all PMP coverages, maintenance requirements published by the Manufacturer of the vehicle must be followed. Deviations from maintenance requirements and/or intervals published by the Manufacturer in the Owner's Manual, scheduled Maintenance Guide, or equivalent are not eligible for reimbursement. If the purchased intervals are utilized prior to expiration by time or mileage, You will continue to have wear items coverage only until the coverage expires at the earlier of the selected time or mileage.

- LMP coverage, You have Original Equipment Manufacturer's Required scheduled maintenance services for engine oil and filter changes, a multi-point inspection, rotation of tires, and diesel exhaust fluid (DEF) refill or top off at the time of the scheduled maintenance for the selected time, mileage or maximum number of service visits purchased.

- BMP coverage, You have Original Equipment Manufacturer's Required scheduled maintenance services for engine oil and filter changes, a multi-point inspection, and rotation of tires for the selected time, mileage or maximum number of service visits purchased.

- EMP, You have Original Equipment Manufacturer's Required scheduled maintenance services for engine oil and filter changes only for the selected time, mileage or maximum number of service visits purchased.

- Any coverages, You are not entitled to a refund if You do not use all the services provided. Repairs needed to a non-covered part caused by the failure of a covered PMP F, PMP L, PMP BL, PMP D, PMP INC, PMP MD, PMP E, or PMP CPO Wear Item are covered under the terms of this agreement. All coverages expire at the earlier of the selected time, mileage, or numbers of service visits selected

**DEDUCTIBLES:** The Standard Deductible is \$0 for all Maintenance Plans. If You elected a Maintenance Plan, We will charge You that deductible for each Eligible Maintenance Visit.

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

**FIRST DAY RENTAL OPTION:** If You purchased First Day Rental Option with PMP F, PMP D, PMP E or PMP CPO-F coverage, We will reimburse You up to \$30 per day (including tax) on Ford and competitive vehicles and, on PMP L and PMP CPO-L up to \$45 per day (including tax) on Lincoln vehicles for up to 2 days of rental coverage. We will not reimburse You for any vehicle rental charges incurred before the Signature Date of the Maintenance Plan.

**FULL SYNTHETIC OPTION:** If You purchased the Full Synthetic Option with PMP F, PMP D or LMP coverage, You will receive engine oil changes with Full Synthetic Oil at Your Scheduled Maintenance Visits. If You purchased a PMP on a competitive make vehicle. On all Maintenance Plans, We will not reimburse You for any Scheduled Maintenance Services incurred before the Signature Date of the Maintenance Plan.

**LINCOLN FLEET VEHICLES:** A Lincoln Fleet Vehicle is any Lincoln fleet vehicle purchased or leased with vehicle codes 7 and D.

**SEVERE DUTY VEHICLE:** A Severe Duty Vehicle will be provided services based on Your vehicle's Owner/Scheduled Maintenance Guide recommendations if Your vehicle meets the vehicle Original Equipment Manufacturer's Severe Duty definition and You

have purchased the Severe Duty (5,000 miles) service interval.

**SURCHARGES:** On PMP F, PMP L, PMP BL, PMP D, PMP E, PMP INC, and PMP MD coverages, purchased beyond 12 months after the Warranty Start Date or 12,000 Miles from Zero Miles, whichever occurs first within the New Vehicle Limited Warranty ("12/12 Surcharge"), We will charge a \$100 fee for changes to coverage. For those same Coverages purchased within 5 months and 5,000 miles of the 3 year or 36,000 miles New Vehicle Limited Warranty coverage expiration on Ford and Competitive Make Vehicles or within the 5 months and 5,000 miles of the 4 years or 50,000 mile New Vehicle Limited Warranty coverage expiration on Lincoln vehicles, We will charge a \$200 fee (including the 12/12 Surcharge) for changes to coverage. For PMP F, PMP D, PMP L, PMP INC and PMP MD coverages, We will charge a Snowplow and/or Specialty Surcharge on applicable vehicles.

**LINCOLN PICK UP, DELIVERY AND LOANER SERVICE OPTION:** This option is available on all Lincoln vehicles. If You elected the Lincoln Pick Up, Delivery and Loaner Service Option, You may contact any Lincoln dealership within a twenty-mile radius of Your vehicle location for pick-up and delivery of Your Lincoln vehicle to the dealership location for unlimited repairs, maintenance and other services related to Your vehicle. You will receive the First-Day Rental Option and a loaner vehicle at the time of pick-up and delivery of Your vehicle for repairs, maintenance, and/or services. The loaner vehicle will be provided for up to two days and up to \$45 per day per service.

**WHAT IS NOT COVERED:** Unless stated otherwise, this Maintenance Plan does not cover:

- a) Repairs or services covered by the Original Equipment Manufacturer, a manufacturer recall, or any insurance, whether it be in-force warranty, or warranty provided by an insolvent manufacturer or insurer;
  - b) Repairs or services by lack of required or recommended Scheduled Maintenance;
  - c) Repairs or services to the vehicle if the odometer is altered, broken, repaired, or replaced so that We cannot determine the actual mileage on the vehicle;
  - d) A vehicle is excluded from coverage if, (i) the New Vehicle Limited Warranty for the vehicle or specified component parts is voided, in whole or in part; (ii) the vehicle is branded or salvaged; or (iii) We cannot determine the VIN;
  - e) Vehicles manufactured for sale outside the United States, District of Columbia, or Canada;
  - f) All PMP, taxis, performance modified vehicles (including Hennessey), 4X2 equipped vehicles modified for 4X4/AWD capabilities, vehicles used for competitive driving, racing, off-road use, fuel cell vehicles, all incomplete/chassis cabs/ cutaways/ stripped chassis, all competitive make vehicles equivalent to Ford F-450 and higher (except PMP CPO-F), and trucks with the box removed or deleted (except PMP INC and PMP MD), and all electric vehicles (except PMP D and PMP E);
  - g) For PMP F, all diesel and electric vehicles and Lincoln vehicles;
  - h) For PMP D, all gas/hybrid vehicles and Lincoln vehicles;
  - i) For PMP E, all gas, hybrid and diesel vehicles and all emergency vehicles (fire, ambulance, all police), shuttles and tow trucks.
  - j) For PMP L and PMP BL, all non-Lincoln vehicles, all electric vehicles and any Lincoln vehicle using full synthetic engine oil. For PMP L coverages with Complimentary Maintenance, all Lincoln commercial/fleet vehicles with delivery codes 3, 4, 7, C, D, G, H, M, S and T;
  - k) For PMP CPO-F and PMP CPO-L, all emergency vehicles (fire, ambulance, police), limo, livery, shuttles and tow trucks, vehicles using full synthetic engine oil and vehicles equipped with snowplows (except PMP CPO-L) and Ford E and F-350 and higher (except F-350 and 450 complete) or equivalent Competitive Make;
  - l) For PMP INC and PMP MD, all competitive make (non-Ford) vehicles, except Chevrolet, Dodge and GMC, all police vehicles, and all Ford E-Series vehicle with Body Codes E1B, E1E, E2E, E3B, E3E, S1E, S2E, S3B, and S3E;
  - m) For LMP, all electric vehicles, all fuel-cell vehicles, all 2015 model year and Ford F-650 and F-750 vehicles and older, and competitive make vehicles equivalent to Ford F-650 and higher.
  - n) For BMP and EMP, all vehicles using full synthetic engine oil, all electric vehicles, and all fuel-cell vehicles.
  - o) Any service adjustment, cleaning, reprogramming, repair or replacement of a failed part not associated with a scheduled maintenance service or
  - Wear Items on PMP coverages as referenced in "WHAT THIS PLAN COVERS" above;
  - p) Costs or expenses for the teardown, inspection or diagnosis of failure not covered by this Plan;
  - q) Repairs or services to aftermarket performance enhancing powertrain components, including but not limited to, Ford racing parts or accessories;
  - r) Repairs needed to a covered part caused by the failure of a non-covered part; and
  - s) The Pick Up, Delivery and Loaner Service Option excludes car washes, detailing, lease, vehicle returns, and Lincoln vehicles purchased outside of the United States;
  - t) For PMP BL, 2016 model years and prior with 4 year/50,000 miles complimentary maintenance coverage will not be eligible for the First-Day Rental Option; and
  - u) The addition of diesel exhaust fluid (DEF), if needed, between the maintenance interval frequency purchased under this Plan.
- WHERE TO GO FOR SERVICE AND REPAIRS:** For the performance of covered services and repairs under PMP F, PMP L, PMP BL, PMP D, PMP E, PMP INC, PMP MD, PMP CPO-F, PMP CPO-L and LMP, You may go to any other Ford or Lincoln franchised dealership in the United States or Canada for covered services. If You require assistance

## TERMS AND CONDITIONS

for covered services or locating the nearest Ford or Lincoln dealership on a Ford or Mercury vehicle, please contact Ford Customer Relations Center at 1-800-392-FORD. If the vehicle is a Lincoln, please call 1-800-521-4140. For competitive make vehicles, a Ford or Lincoln dealership must be used for covered services unless the servicing dealership authorizes Your referral to another dealership or facility. 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. For the performance of covered services under BMP or EMP, You must return to the Selling Dealer.

**REPAIRS AND MAINTENANCE SERVICE ARE MADE WITH AUTHORIZED NEW OR REMANUFACTURED PARTS** All repairs and covered maintenance services will be made with authorized new or remanufactured parts or other products that We authorize.

**LOSS LIMITS** We will pay up to the Retail Value of the vehicle, as determined by Ford Motor Company at its sole discretion, for all covered services or repairs by the contract. Ford Motor Company uses industry published guides to determine retail value (i.e. N.A.D.A., KBB, etc.). Unless otherwise dictated by state or local laws, reimbursement for scheduled maintenance services are limited to: parts at 15% markup (Ford/competitive-make) or 40% (Lincoln) over the dealer cost, labor at 35% (Ford/competitive-make) or 70% (Lincoln) of the posted hourly retail rate or of the approved warranty hourly labor rate. Wear items repairs are reimbursed: parts at 40% markup over the dealer cost, labor at the posted retail hourly rate or approved warranty hourly rate. Part reimbursements for any ser-vice or repair cannot exceed MSRP. Labor time will be reimbursed according to labor times published by Ford Motor Company (Ford and Lincoln vehicles) or a nationally published labor time manual (competitive-make vehicles).

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

**TRANSFERABILITY:** PMP F, PMP L, PMP BL, PMP D, PMP E, PMP INC, PMP MD, PMP CPO-F or PMP CPO-L may be transferred if You pay Ford Motor Company a \$75 transfer fee and You or the transferee of this Maintenance Plan initiates the transfer process and provides the following items to Ford Motor Company or Your Selling Dealer at P.O. Box 6045, Dearborn, Michigan 48121:

- (i) a letter, signed by You, transferring this Maintenance Plan 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.

BMP, LMP, and EMP cover only the original Maintenance Plan Holder and may not be transferred or assigned.

**CANCELLATION - YOUR RIGHT TO CANCEL THIS PLAN & RELATED REFUNDS: IF A CANCELLATION REQUEST IS RECEIVED WITHIN THIRTY (30) DAYS FROM THE SIGNATURE DATE, AND NO SERVICES HAVE BEEN PERFORMED UNDER THE MAINTENANCE PLAN,** We will terminate the Maintenance Plan and refund the full purchase price of the Maintenance Plan less a \$75 processing fee.

**IF A CANCELLATION REQUEST IS RECEIVED AFTER THE 30TH DAY FROM THE SIGNATURE DATE OR IF ANY SERVICE OR REPAIR HAS BEEN PERFORMED AT ANY TIME DURING THE TERM OF THE MAINTENANCE PLAN,** We will terminate the Maintenance Plan and make a refund on a Pro Rata basis refund, less a \$75 processing fee. This means that the cost of the Maintenance Plan will be divided equally by the number of months in the term of the Maintenance Plan, or the number of miles scheduled in the Maintenance Plan, depending on which actual usage, months or miles, is greater. Your refund will then be prorated on the remaining unused portion of the months or miles, whichever is less, and a Pro-Rata refund will be refunded to You or Your lender.

All cancellation requests must be submitted in writing by You. If the Selling Dealer is no longer in business, You may submit a written request to Ford Motor Company, Extended Service Plan Headquarters, P.O. Box 6045, Dearborn, Michigan 48121. A copy of the Registration Form and an odometer reading statement (that is, a true statement of the Vehicle's current mileage) must be included with Your request for cancellation. Your refund will be based on the purchase price You paid for the Maintenance Plan.

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

**CALIFORNIA STATE SPECIFIC DISCLAIMER: The following provisions are applicable in California and modifies only those specific terms referenced. All other terms and conditions are unchanged.**

**INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY):** In California, all Main-

tenance Plan obligations, including the Application are between Ford Motor Service Company, the Provider ("We" or "Us") and the Maintenance Plan Purchaser ("You" or "Your").

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

**THE CALIFORNIA LICENSE NUMBER OF FORD MOTOR SERVICE COMPANY IS OC41369.**

**FULL FAITH AND CREDIT STATEMENT:** In California, all Maintenance Plans 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.

**ADMINISTRATION:** All Maintenance Plans are administered by:

**Ford Customer Service Division**

**16800 Executive Plaza Drive**

**Dearborn, Michigan 48126**

**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 or access the department's Internet website ([www.insuranceca.gov](http://www.insuranceca.gov)).

**CANCELLATION -YOUR RIGHT TO CANCEL THIS PLAN AND RELATED REFUNDS:** 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 services have been performed, the Selling Dealer will cancel this Plan and refund the purchase price You paid for this Plan, minus a cancellation processing fee equal to the lesser of \$25 or 10% of the purchase price. 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 or a service has been performed, the Selling Dealer will divide the purchase price You paid for this Plan by the number of miles or months of coverage provided by this Plan, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused months or miles, 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.

**OUR RIGHT TO CANCEL THIS PLAN AND PROVIDE A REFUND:** We may cancel this Plan at any time during the term of this Plan if You fail to pay the purchase price of this Plan 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 Plan 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 Plan 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.

**DISPUTE RESOLUTION & ARBITRATION** - Either You or We may choose to have any dispute related to this Plan, 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/extendedserviceplan](http://www.auto.bbb.org/extendedserviceplan). 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.

**TEXAS STATE SPECIFIC DISCLAIMER: The following provision is applicable in Texas and modifies only this specific term referenced. All other terms and conditions are unchanged.**

**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.