

# FLORIDA VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS

NEW PLANS - Ford and Competitive-Make CORE Coverages, RentalCARE Coverage;  
USED PLANS - Ford and Competitive-Make CORE Coverages



## SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

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Vehicle Identification Number

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Signature Date

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Warranty Start Date

- CPO
- Incomplete Vehicle
- Police Vehicle

Internet Sale  Yes  No

## SECTION B - TYPES OF NEW PLANS

**CORE COVERAGES**  PowertrainCARE  BaseCARE  ExtraCARE  PremiumCARE (Standard Deductible is \$100)

**COMPONENT WRAP COVERAGES** (Kia/Hyundai/Mitsubishi):  ExtraCARE  PremiumCARE (Standard Deductible is \$100)

**RENTALCARE COVERAGE**  RentalCARE (Standard Deductible is \$0)

**DEDUCTIBLES**  \$0  \$200 (Not Available on all Core Coverages)  
(Optional Only)  \$50  Disappearing (Not Available on all Core Coverages)

**OPTIONS**  First Day Rental (Core Coverages)  Enhanced Rental (Not available on All coverages)

**SURCHARGES**  12 Months/12,000 Miles  Ambulance/Shuttle/Tow Truck (Specialty)  Snowplow  
 Commercial Business Use  Turbocharger/Supercharger

## SECTION C - TYPES OF USED PLANS

**CORE COVERAGES**  PowertrainCARE  BaseCARE  ExtraCARE  PremiumCARE (Standard Deductible is \$100)

**DEDUCTIBLES** (Optional ONLY)  \$50  \$200  Disappearing Deductible

**OPTIONS**  First Day Rental  Enhanced Rental

**SURCHARGE**  Turbocharger/Supercharger  Snowplow

## SECTION D - COVERAGE TERM AND COST

**NEW PLAN AGREEMENTS:** Coverage **BEGINS** at the New Vehicle Limited Warranty Start Date and Zero Miles. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles (or Hours for Incomplete Vehicles Only) purchased from the New Vehicle Limited Warranty Start Date or Zero Miles.

**USED PLAN AGREEMENTS: ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE** - Coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles Purchased from the expiration of the New Vehicle Limited Warranty. **ELIGIBLE FORD, MERCURY OR LINCOLN 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. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles Purchased from the Signature Date and Current Mileage.

Plan / Coverages	Monthly/Hourly Duration & Expiration Date	Mileage Duration (no tenths) & Expiration Distance	Purchase Price	Sales Tax	Total Purchase Price & Sales Tax
Coverages: (New or Used Plans)			\$	\$	\$
Other: (New or Used Plans)			\$	\$	\$
<b>Current Mileage:</b>			<b>Totals</b> \$	\$	\$

## SECTION E - 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 F - DEALERSHIP INFORMATION

Dealership Name and Address \_\_\_\_\_ ( ) \_\_\_\_\_ Phone Number \_\_\_\_\_

Dealership Signature \_\_\_\_\_ EMPLOYEE STARS ID \_\_\_\_\_ P&A Code \_\_\_\_\_

# FLORIDA VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS

NEW PLANS - Ford and Competitive-Make CORE Coverages, RentalCARE Coverage;  
USED PLANS - Ford and Competitive-Make CORE Coverages



## SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

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Vehicle Identification Number

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Signature Date

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Warranty Start Date

- CPO  
 Incomplete Vehicle  
 Police Vehicle

Internet Sale  Yes  No

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**CORE COVERAGES**  PowertrainCARE  BaseCARE  ExtraCARE  PremiumCARE (Standard Deductible is \$100)

**COMPONENT WRAP COVERAGES** (Kia/Hyundai/Mitsubishi):  ExtraCARE  PremiumCARE (Standard Deductible is \$100)

**RENTALCARE COVERAGE**  RentalCARE (Standard Deductible is \$0)

**DEDUCTIBLES**  \$0  \$200 (Not Available on all Core Coverages)  
(Optional Only)  \$50  Disappearing (Not Available on all Core Coverages)

**OPTIONS**  First Day Rental (Core Coverages)  Enhanced Rental (Not available on All coverages)

**SURCHARGES**  12 Months/12,000 Miles  Ambulance/Shuttle/Tow Truck (Specialty)  Snowplow  
 Commercial Business Use  Turbocharger/Supercharger

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**CORE COVERAGES**  PowertrainCARE  BaseCARE  ExtraCARE  PremiumCARE (Standard Deductible is \$100)

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**OPTIONS**  First Day Rental  Enhanced Rental

**SURCHARGE**  Turbocharger/Supercharger  Snowplow

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**USED PLAN AGREEMENTS: ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE** - Coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles Purchased from the expiration of the New Vehicle Limited Warranty. **ELIGIBLE FORD, MERCURY OR LINCOLN 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. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles Purchased from the Signature Date and Current Mileage.

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Coverages: (New or Used Plans)			\$	\$	\$
Other: (New or Used Plans)			\$	\$	\$
<b>Current Mileage:</b>		Totals	\$	\$	\$

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**FLORIDA VEHICLE SERVICE CONTRACT APPLICATION,  
TERMS & CONDITIONS**

NEW PLANS - Ford and Competitive-Make CORE Coverages, RentalCARE Coverage;  
USED PLANS - Ford and Competitive-Make CORE Coverages



**SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE**

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Vehicle Identification Number

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Signature Date

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Warranty Start Date

- CPO
- Incomplete Vehicle
- Police Vehicle

Internet Sale  Yes  No

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**CORE COVERAGES**  PowertrainCARE  BaseCARE  ExtraCARE  PremiumCARE (Standard Deductible is \$100)

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**DEDUCTIBLES**  \$0  \$200 (Not Available on all Core Coverages)  
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**OPTIONS**  First Day Rental (Core Coverages)  Enhanced Rental (Not available on All coverages)

**SURCHARGES**  12 Months/12,000 Miles  Ambulance/Shuttle/Tow Truck (Specialty)  Snowplow  
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Service Contract Holder Signature (not valid without signature) \_\_\_\_\_ Signature Date \_\_\_\_\_

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Service Contract Lienholder Name \_\_\_\_\_

**SECTION F - DEALERSHIP INFORMATION**

Dealership Name and Address \_\_\_\_\_ ( ) \_\_\_\_\_ Phone Number \_\_\_\_\_

Dealership Signature \_\_\_\_\_ EMPLOYEE STARS ID \_\_\_\_\_ P&A Code \_\_\_\_\_

**1A. INTRODUCTION AND PARTIES (FORD MOTOR COMPANY):** 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 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: 800-392-3673.

**1B. INTRODUCTION AND PARTIES (THE AMERICAN ROAD INSURANCE COMPANY):** This service contract, including the Application (this "Agreement") on any competitive make vehicle is between The American Road Insurance 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 Certificate of Authority Number is 09079. You may contact Us at the following address:

The American Road Insurance Company  
Extended Service Plan Headquarters  
P.O. Box 6045  
Dearborn, Michigan 48121  
Toll-free number: 800-392-3673.

**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.

**2B. FLORIDA OFFICE OF INSURANCE REGULATION:** The Florida Office of Insurance Regulation does not regulate Maintenance Agreements. Maintenance Agreement coverage is optional and may only be purchased in conjunction with the purchase of a motor vehicle service agreement. The purchase price of a Maintenance Agreement must be disclosed separate and apart from the premium of a motor vehicle service agreement.

**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 a new core service contract 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 Business Use** means the Vehicle is: (i) used primarily for business purposes, with multiple drivers, or (ii) designated by the Selling Dealer as a vehicle sold for Commercial Business Use when reported to the vehicle's manufacturer. Ford, Lincoln and Mercury vehicles reported or sold with delivery codes: "3", "4", "7", "C", "D", "E", "H", "I", "L", "M", "S", "T", and "#" are vehicles used for Commercial Business Use.

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

**Component Wrap Coverage** means core coverage upon the expiration of the Original Equipment Manufacturer's Powertrain Warranty.

**CORE Coverages** means PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE coverage plans.

**Disappearing Deductible** means a deductible option under which there is no deductible charged for each Eligible Repair Visit when 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 Mercury 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 or components covered by this Agreement that arise from defects in materials or workmanship or caused by 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.

**Incomplete Vehicle** means a Vehicle with the first three VIN positions of 1FC, 1FD, 1F6, 1MH, 2FC, 2FD, 2MH, 3FC, 3FD, 3FE, and 3FR (except body types E14, E24, S24, E31, S31, E34 or S34).

**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.

**RentalCARE Coverage** means reimbursement for vehicle rentals due to repairs covered under the manufacturers' 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 Dealers' Association (N.A.D.A.) Guide", taking into consideration the location, mileage and condition of the Vehicle.

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

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

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

**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.

**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 & OPTIONAL

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.

Deductible options are not available for CPO Upgrade Coverage Plans on Competitive Make Vehicles and RentalCARE Coverages.

In the event You have purchased a Disappearing Deductible and Your Selling Dealer is no longer in business, You may take Your vehicle to any Ford or Lincoln Mercury dealership for repair or service and Your Disappearing Deductible will be honored.

**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 and labor costs) will be provided as referenced herein. 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.

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

If You elected PowertrainCARE, the following items are covered except for Kia, Hyundai and Mitsubishi Component Wrap Coverage Plans:

**Engine** - Cylinder block and all internal lubricated parts, seals and gaskets, the cylinder heads, manifold (Exhaust & Intake), manifold 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, front-wheel bearings, axleshafts, locking rings (four-wheel drive vehicles), seals and gaskets, automatic front locking hubs (four-wheel drive), rear wheel bearings.

**Rear-Wheel Drive** - Drive axle housings and Front Axle Housings for 4x4 (including all Internal Parts), universal and constant velocity joints, rear-wheel bearings and retainers, axle shafts, seals and gaskets, driveshafts, front wheel bearings.

#### 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.

**Transmission** - Governor Assembly.

**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.

**Suspension** - MacPherson struts (front or rear), 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.**

**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.

**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 backglass. **NOTE: Heated backglass coverage is for electrical components only and does not include general glass damage or breakage.**

#### 5C. COVERED ITEMS - "ExtraCARE"

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

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

**Electrical** - Distributor assembly.

**High Tech** - Air conditioner accumulator, ETA pump hose assembly, anti-lock brake module and sensor, automatic temperature control, compass and thermometer read-out displays, 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, air line protector, spring-load leveling, control module-air suspension, sensor right/left rear suspension leveling, air suspension quick connect, air line 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 - NEW PLAN "RentalCARE"

If you have elected RentalCARE coverage, We will reimburse You for the actual charges up to \$30 per day on Ford, Mercury and Competitive Make vehicles and \$36 per day 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 Mercury 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.

For Ford, Mercury or Competitive Make vehicles, if You elected the 36 month/45,000 mile RentalCARE coverage, You will receive an additional 9,000 miles of PremiumCARE coverage. If You elected the 39 month/45,000 mile RentalCARE coverage plan, You will receive an additional 9,000 miles of PremiumCARE coverage. If You elected the 39 month or 48 month plan/50,000 mile RentalCare coverage plan, You will receive an additional 14,000 miles of PremiumCARE coverage. Coverage will begin upon the expiration of the Bumper to Bumper New Vehicle Limited Warranty.

### 6. ADDITIONAL BENEFITS

#### 6A. ROADSIDE ASSISTANCE COVERAGE - Only available on ON NEW AND USED CORE COVERAGE PLANS AND COMPONENT WRAP COVERAGE PLANS:

We arranged with Cross Country Motor Club, Inc. ("Cross Country"), to provide roadside assistance to You as part of this Agreement. 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 Cross Country 24 hours a day, 7 days a week. **To request roadside assistance or for customer inquiries, call Cross Country at 1-800-241-3673.** Cross Country's address is P.O. Box 9145, Medford, MA 02155. Service providers who provide Roadside Assistance are independent contractors and not employees, agents or representatives of Cross Country or Us.

#### 1. ROADSIDE ASSISTANCE ITEMS

ITEMS COVERED: Roadside Assistance provides coverage of up to \$100 in benefits 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 (an 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 coverage), 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. We will pay up to \$200 for towing a hybrid vehicle.

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) 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; (i) the assistance of any private parties or (j) alternative fuel.

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: If You prefer to arrange Your own roadside assistance or towing, We will reimburse You up to \$100 per disablement (up to \$200 for towing a hybrid vehicle) 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 Cross Country at the address shown herein.**

**2. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT** - If Your Vehicle is disabled 100 or more miles from Your residence (according to Cross Country'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, including but not limited to meals, lodging, car rental and commercial transportation to your destination (and return after repair) within the vicinity of 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 Cross Country 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).**

**6B. TOWING REIMBURSEMENT:** If towing is necessary because a Failure occurs or services provided by Your coverage are required, Cross Country 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. If You select CORE Coverages the towing reimbursement is limited to \$100 per incident. For hybrid vehicles, towing reimbursement is limited to \$200 per incident.

**6C. RENTAL CAR REIMBURSEMENT:** This benefit is available only on **NEW AND USED CORE COVERAGE PLANS AND COMPONENT WRAP COVERAGE PLANS:**

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 (unless You purchased the First Day Rental Option (see the Application and Section 6D. herein)) by the repair facility 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 or other commercial agency. If You purchased First Day Rental Option, overnight retention by the repairing or servicing facility is not required. If You meet the eligibility requirements set forth in this Section 6C (i), (ii) and (iii), We will reimburse You for vehicle rental charges You actually incur up to \$30 per day for Ford, Mercury and Competitive Make Vehicles and \$36 per day 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.

**6D. FIRST DAY RENTAL OPTION:** This option is available only on **NEW AND USED CORE COVERAGE PLANS:**

If Your Vehicle is a Ford, Lincoln or Mercury Vehicle and You purchased the First Day Rental Option with Your CORE Coverages, We will reimburse You for vehicle rental charges You actually incur up to \$30 per day for Ford and Mercury Vehicles and \$36 per day 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. If you purchased First Day Rental Option, overnight retention by the repairing or servicing facility is not required.

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

**6E. ENHANCED RENTAL OPTION:** This option is available on all **NEW AND USED CORE COVERAGE PLANS, AND RENTALCARE COVERAGE PLANS:**

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 \$75 per day 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.

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

**7. 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 and 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 components;

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 maintenance;

i) Scheduled Maintenance Services;

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 Rental Car Reimbursement Coverage, First Day Rental Option, Enhanced Rental Option or RentalCARE Coverage;

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) Under a Used Plan, repairs made to the Vehicle that are required due to a condition that existed prior to the purchase of the Agreement and would have been obvious during a presale inspection;

s) Shop supplies and disposal of environmental wastes from the Vehicle;

t) 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.

u) The following are not covered by this Agreement: Taxis, limousine/livery, vehicles used for competitive driving/racing/off-road use, all performance modified vehicles, 4X2-equipped vehicles modified with 4X4 AWD capabilities and electric vehicles. Additional exclusions for New and Used Core Plans include all vehicles built with the first three VIN positions of 1FC, 1FD, 1F6, 1MH, 2FD, 2L1, 2LJ, 2MH, 3FD and 3FR. Additional exclusions for Used Core plans include all police, fire, shuttles, and tow trucks. Additional exclusions for competitive make vehicles (non-Ford, Lincoln, and Mercury) include police, fire, ambulance, tow truck, shuttle, rental vehicles, incomplete vehicles (e.g. chassis cabs, cutaways, stripped chassis), and all vehicles equipped with snow plows. Additional exclusions for Police plans include all Competitive Make vehicles. Additional exclusions for Incomplete Vehicle plans include all Competitive Make vehicles, all Ford vehicles higher than a F-750 on BaseCARE and PowertrainCARE plans, all Ford F-650 vehicles and higher on ExtraCARE and PremiumCARE plans, all E-series vehicles with body codes E14, E24, E31, E34, S31, S34 and S24, and all Low Cab Forward vehicles.

v) 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, compressed natural gas/liquid propane fuel system conversion components, LED lights, manual clutch disc, shock absorbers, spark plugs and wiper blades.

w) 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.

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

**8. REPAIR INFORMATION**

**8A. 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 or Lincoln Mercury franchised dealership in the United States or Canada. If Your Vehicle is a Ford or Mercury, call 800-392-FORD to find the nearest Ford or Mercury dealership. If the Vehicle is a Lincoln, call 800-521-4144 to find the nearest Lincoln dealership. Call 800-521-4140 to determine if repairs or services to Your Competitive Make Vehicle are covered by this Agreement.

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 dealerships within a 25 mile radius are closed.

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

**8C. LOSS LIMITS:**

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

**9. 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 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 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:** Provided 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 COVERAGE PLANS:**

For all Ford, Lincoln or Mercury vehicles, You may change Your coverage under this Agreement:

- (i) before the expiration of the New Vehicle Limited Warranty Start Date; or
- (ii) within the first 90 days from 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 from the Signature Date, whichever date in (iii) or (iv) is later.

On New Core Coverage Plans and Component Wrap Coverage Plans, We will charge a fee for changes to coverage that are made after 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 from the Signature Date.

**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 Mercury Dealer 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 less 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, You will receive a refund equal to 100% of the gross unearned pro-rata purchase price.

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) Your failure 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 pro rated 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, 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 13. 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.