

TERMS AND CONDITIONS

1A. INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY):

In all states except as provided in Sections 1B and 1C, all service contract obligations, including the Application (this "Agreement") are between Ford Motor Service Company, the Service Contract Provider (hereinafter referred to as "We", "Us" or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). You may contact Us at the following address:

Ford/Lincoln Protect Headquarters
P.O. Box 6045

Dearborn, Michigan 48121

Toll-free number 800-521-4144 FULL FAITH AND CREDIT

STATEMENT: In all states under Section 1A, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Service Company and are not guaranteed under a service contract reimbursement policy.

1B. INTRODUCTION & PARTIES (FORD MOTOR COMPANY): If You live in ND, NE, or WA, and Your vehicle is a Ford, Lincoln or Mercury, all service contract obligations under this Agreement, are between Ford Motor Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You or "Your").

FULL FAITH AND CREDIT STATEMENT: In all states under Section 1B, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Company.

1C. INTRODUCTION & PARTIES (QBE INSURANCE CORPORATION):

In the states of IA, IN, MD, ND, NE, WA and WI, if the vehicle listed on the Application page of this Agreement is a Competitive Make Vehicle, all service contract obligations under this Agreement, are between QBE Administration Services, Inc., the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You or "Your").

INSURED AGREEMENT STATEMENT: All service contract obligations under this Section 1C are fully insured and guaranteed by a policy of contractual liability insurance or Service Contract Reimbursement Insurance issued by:

QBE Insurance Corporation

One QBE Way

Sun Prairie, Wisconsin 53596

INSURER GUARANTEE: If We do not provide, or reimburse, or pay for, a service that is covered by this Agreement within sixty (60) days after You file a claim and provide Us proof of loss, or if We become insolvent or otherwise financially impaired, or fail to issue a refund under this Agreement, You may file a claim directly with QBE Insurance Corporation using the contact information listed in Section 1C. Any claim You file under this Agreement with QBE Insurance Corporation will be subject to the exclusions, deductibles, and limitations set forth in this Agreement.

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

Claims

QBE Administration Services, Inc.

P.O. Box 372790

Denver, Colorado 80237-9714

Toll-Free Number 800-414-2356

Cancellations/Transfers

Ford CSP Processing

308 S Jefferson Street, #311

Chicago, IL 60661

Toll-Free Number 833-781-7354

2A. ENTIRE AGREEMENT: The Continued Service Plan Terms and Conditions which includes the Application is the complete and exclusive statement of the agreement (the "Agreement") and understanding between You and Us regarding the extended service contract and related benefits for Your vehicle.

2B. ELIGIBILITY: This Plan is only available for Ford, Lincoln, or Mercury Vehicles and certain Competitive Make Vehicles as set forth on the Application page of this 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.

Coverage means Standard, Standard Plus or Ultimate Plan Coverage.

Competitive Make Vehicle means a vehicle that is not a Ford, Lincoln, or Mercury.

Effective Date means the date for which Your Agreement will become effective for the selected Coverage.

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 Repair means necessary service or repair to an inoperable Vehicle at a dealer or repair provider other than a Ford or Lincoln dealership due to covered Failure.

Failure means the failure of electrical and mechanical operating parts covered by this Agreement to perform its intended function due to defects in materials or faulty workmanship in its manufacturing. This does not include the normal reduction in operating performance of a covered parts due to normal wear and tear, including parts in which wear tolerances that are outside the manufacturer's specifications are exceeded that are not due to defect in material or faulty workmanship in the manufacturing in the covered part(s). (Please refer to section "7. WHAT IS NOT COVERED BY THIS AGREEMENT:" for other exclusion that may apply). Leaks of a covered part will only be considered a Failure if it is an active leak to a drip. Seepage and/or buildup is considered normal and will not be covered.

Internal Lubricated Parts means parts within the engine block that are part of the reciprocating/moving assembly including crankshaft, camshaft, pistons, connecting rods, valve train components (i.e. valves, springs, keepers, rockers, lash adjusters, tappets/lifters, piston rings, oil pump, oil pressure regulator and piston wrist pins).

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.

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" or other nationally published vehicle valuation guide, taking into consideration the location, mileage, and condition of the Vehicle.

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

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

Wear Items means coverage for brake pads and linings, clutch disc, spark plugs, engine belts, coolant hoses, hose clamps and o-ring seals, wiper blades and shock absorbers/struts replaced due to normal wear and tear, not as part of a scheduled maintenance interval.

4. DEDUCTIBLES

We will charge You the deductible shown in Section B of the Agreement for each Eligible Repair Visit, regardless of the number of Failures to be repaired.

5. WHAT THIS AGREEMENT COVERS: Subject to the deductibles, exclusions and other limitations in this Agreement, repairs (including parts, labor costs and applicable taxes) will be provided as referenced herein. We will either: (a) repair or replace covered Failures or (b) reimburse You for the Vehicle's repair or replacement of covered Failures and repairs needed to a non-covered component caused by the Failure of a covered component. We may inspect the Vehicle before performing any repairs and inspect parts that are repaired or replaced.

5A. COVERED ITEMS - "Standard"

If You elected Standard, the following items are covered:

ENGINE: Cylinder block and all internal lubricated parts, seals and gaskets, the cylinder heads, manifold (Exhaust, Intake, and bolts), factory installed turbocharger/ supercharger units, timing chain (gears or belt), flywheel, valve covers, oil pan, timing chain cover, oil pump, water pump, thermostat, thermostat housing. **(EXCEPTIONS: FUEL INJECTION COMPONENTS ARE NOT COVERED).**

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

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

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

5B. COVERED ITEMS - "Standard Plus Protection"

If You elected Standard Plus coverage, You have Standard coverage and coverage for the following items:

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

(EXCEPTIONS: ALL FUEL INJECTION PARTS NOT LISTED ABOVE ARE NOT COVERED.)

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

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

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

Odometer & Speedometer - Odometer and speedometer, including all cables and connectors.

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. **(EXCEPTIONS: THE POWER STEERING CONTROL MODULE IS NOT COVERED).**

Front Suspension - MacPherson struts, upper and lower control arms, stabilizer bar, linkage and bushings, tie rods, control arm shafts and bushings, upper and lower ball joints, kingpins and bushings, spindle and spindle supports, and front axle I-beam.

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 (excluding integral transmission cooler), 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 back glass. Distributor assembly.

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

5C. COVERED ITEMS - "Ultimate"

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

6. TOWING REIMBURSEMENT - If towing is necessary because a Failure occurs or services provided by Your Coverage are required, QBE Administration Services, Inc. will reimburse You for towing costs necessitated by damage up to \$100 per incident.

6A. RENTAL CAR REIMBURSEMENT: You may be eligible for rental car reimbursement if the repair on your Vehicle is (a) covered under this Agreement and (b) the Vehicle must be kept overnight by the repair facility because it was inoperable or would become inoperable if it was continued to be operated.

If You meet the eligibility requirements set forth herein, We will reimburse You for vehicle rental charges You actually incur up to \$40 per day (including tax) on Ford, Mercury, and Competitive Make Vehicles and up to \$45 per day (including tax) for Lincoln vehicles (\$72 per day on Aviator, MKT, Navigator). Rental days that will be provided will be 1 day for every 8 hours of published industry standard time for a covered repair, for up to a maximum of 5 days of rental. In the event of a parts delay, up to 2 days will be allowed upon proof of delay, however this will not be in addition to the maximum 5 days (maximum 5 days total). In the event your vehicle requires an inspection by a third-party inspection agency, up to 2 additional rental days above the maximum 5 days will be allowed for this inspection.

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Rental Car Reimbursement starts when the Vehicle is delivered to a Ford or Lincoln dealership or other repair facility for service.

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

- a) Repairs covered by manufacturer recalls, insurance or in-force warranty or warranty provided by an insolvent manufacturer or insurer, even if repair coverage has been denied;
- b) Service adjustments and cleaning not made with a covered repair and software upgrades;
- c) Any vehicle modified or altered with, but not limited to, high performance, off-road equipment, and/or battery/electrical system that is not original factory equipment, done before or after the Effective Date of this Agreement. This includes but is not limited to: (1) alterations or modifications of the Vehicle, including the body, chassis, or components, after the Vehicle leaves the control of the manufacturer; (2) any part designated for "off road only" that is not installed by the manufacturer, including, but not limited to, lift kits, oversized wheels and tires, roll bars, and performance enhancing powertrain components; (3) tampering with the Vehicle or the emissions system and components; (4) installation or use of any mechanical or electrical not approved, certified, or authorized by the Vehicle's manufacturer or any Failure caused by after-market (non-factory approved) PCM reprogramming; Any vehicle used for any type of competitive driving or racing.
- 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: (1) improper or unauthorized service procedures, collisions or other physical damage to the Vehicle; (2) damage to the Vehicle caused by a foreign object; (3) unreasonable use (including driving over curbs, overloading, or using the Vehicle as a stationary power source); (4) continued use with an obvious failure; (5) damage from fire or explosions, road hazards, other casualty losses; or (6) losses due to negligence.
- f) Any repair or replacement of a covered part that has failed due to normal wear and tear and not due to a defect in material or faulty workmanship in the manufacturing of the covered Part. Repair or replacement of an engine due to oil consumption, loss of compression or misfires (which may cause a check engine light), if the only problem is due to normal wear and tear such as worn piston and/or piston rings, lining up of piston rings, worn engine block, worn valves or valve guides, or carbon/sludge build up on these parts.
- g) Damage caused by the environment and pollution, including airborne fallout, corrosion chemicals, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow, ice, rust and corrosion;
- h) Damage caused by theft, vandalism, terrorism, riot or acts of war;
- i) Repairs or services caused by lack of required or recommended maintenance;
- j) Scheduled Maintenance Services;
- k) Repairs needed to a covered part caused by the Failure of a non-covered part;
- l) Repairs to the Vehicle if the odometer is altered, broken, repaired or replaced so that We cannot determine the actual mileage on the Vehicle;
- m) Loss of use of the Vehicle, loss of income, special or

consequential damages, and personal expenses, such as motels, food, gas and mileage;

- n) Rental vehicle charges or fees such as mileage charges, drop-off fees, insurance, or gasoline;
- o) State or local taxes for Rental Car Reimbursement;
- p) Vehicles manufactured for sale outside the United States, District of Columbia or Canada;
- q) Repairs required as a result of operation outside the United States, District of Columbia, Guam, Mexico, Puerto Rico, Virgin Islands, American Samoa or Canada;
- r) Any preexisting conditions (a condition that already existed on the Vehicle when You purchased Your Agreement) or any Failure occurring prior to the Effective Date of the Agreement, whether it be known or unknown;
- s) Shop supplies and disposal of environmental wastes from the Vehicle or fuel used during the repair of Your Vehicle or Storage fees;
- t) A Vehicle is excluded from coverage if, (1) the New Vehicle Limited Warranty for the Vehicle or specified component parts are voided, in whole or part, (2) the Vehicle is a Branded, Totaled or Salvaged Vehicle, or (3) if We cannot determine the VIN.
- u) Any loss or expense if Your Vehicle is used for the following: Any commercial or business use (full or part time), taxi, livery, delivery or ride share services; municipal, volunteer or any professional emergency services; fleet or pool services; towing a trailer whose weight exceeds the manufacturer's recommendations for that vehicle, or is used for any snowplowing.
- v) Any vehicle that has the following characteristics: step-van; high-cube van; box body; cab and chassis or other incomplete vehicle; right hand steering; any vehicle that has business related equipment permanently mounted to the chassis or bed of the vehicle; or that have special bodies designed for construction, hauling or delivery.
- w) Batteries of all types, battery cables, belts, hoses, hose clamps, brakes (drums, shoes, linings, disc rotors, pads), manual transmission clutch disc, exhaust system (includes catalytic converter), spark plugs, squeaks, rattles, tires, tune-ups, wheel balancing, wheel alignment, shock absorbers, and fogging of lamp assemblies.
- x) Service adjustments and cleaning, fixed (non-moving) body parts, bumpers, glass, moldings, ornamentation, paint, sheet metal, structural underbody framework, side and rearview mirrors (glass and housing), water leaks, wind noise, odors, weather strips, wheels, wheel studs, wheel covers, convertible top and bow, fabric, liners, fasteners, carpets, dash pad, wiper blades, knobs, trim, upholstery, physical damage or cosmetic issues.
- y) All Wear items are excluded.
- z) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

8. REPAIR INFORMATION

8A. WHERE TO GO FOR REPAIRS: (1) To obtain repairs or services under this Agreement on Ford, Lincoln and Mercury products, We require that You return to Your Selling Dealer or any other Ford or Lincoln franchised dealership in the United States, Canada or Mexico. On Competitive Make Vehicles, We recommend that You return to Your Selling Dealer or other repair facility to obtain repairs or services to Your vehicle. If Your Vehicle is a Ford or Mercury, call

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800-392-FORD to find the nearest Ford dealership. If the Vehicle is a Lincoln, call 800-521-4140 to find the nearest Lincoln dealership. Call 800-414-2356 to determine if repairs or services to Your Competitive Make Vehicle are covered by this Agreement.

2. (a) In an Emergency Repair, You may use other repair or service facilities if all local Ford and Lincoln dealerships within a 25-mile radius are closed

(b) To request reimbursement, You must provide a copy of the repair order and proof of payment to QBE Administration Services, Inc. You must contact QBE Administrative Service, Inc. at 800-521-4140 the following business day to report any Emergency Repairs that may have been completed. You are responsible for transporting the Vehicle to a repair facility and no at home services will be provided.

8B. PARTS AND LABOR: All repairs will be made with new or remanufactured parts or other parts We authorize. If parts are unavailable, We may offer You a cash settlement equivalent to the cost of parts or repair. We will pay up to Manufacturer Suggested Retail Price for parts. Labor time authorized will be labor time as verified in the most current AllData or Mitchell labor time guide. Diagnosis labor time will only be allowed as verified in the AllData or Mitchell labor time guides. Additional labor time will not be authorized due to the Vehicle's condition. The labor rate per hour that will be authorized will not exceed the repair facility's posted customer pay labor rate.

8C. LOSS LIMITS: We will pay up to the Retail Value of the Vehicle for repair of covered Failures for each Eligible Repair Visit. However, the accumulation of all paid claims cannot exceed the Retail Value of the Vehicle immediately prior to the breakdown.

9. YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE: To obtain coverage or reimbursement for under this Agreement, You must: (i) properly operate and maintain the Vehicle and (ii) provide proof of Scheduled Maintenance Services when Your Failure appears to be directly related to the lack of required or recommended maintenance for Your Vehicle as outlined in the Owners or Scheduled Maintenance Guide. 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 under this Agreement including as defined in Section 2B., We will refund the charge to You. You will be notified of the refund and the termination of any ineligible coverage.

11. TRANSFERABILITY: In the event this Contract is not cancelled, it may be transferred to an individual to whom you sell the vehicle while this Contract is in force. Prior to the transfer of this Contract the following information must be sent to Ford CSP Processing: New owner's name, address, phone number and Contract number within 30 days of the change of vehicle ownership. The Contract must be paid to date or paid in full for the transfer to occur. After the transfer if any portion of the premium remains unpaid, the new

Purchaser will assume the responsibility for payment of the balance of the premium.

12. CANCELLATION AND REFUND

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

(1) If We receive a written cancellation request from You, including a copy of Your Application and proof of payment on or before the 30th day from the Signature Date or Effective Date and no claims have been filed under this Agreement, Your Agreement will be cancelled, and We will refund the purchase price You paid for this Agreement.

(2) If We receive a written cancellation request from You, including a copy of Your Application and proof of payment after the 30th day or if a claim has been filed at any time during the term of this Agreement from the Signature Date or Effective Date, You will be entitled to a pro rata refund. In calculating the Pro Rata basis, if You prepaid for this Agreement in full, We will calculate your refund based on the remaining number of days that your Agreement would be in force, divided by the total amount of days this Agreement covers, multiplied by the total purchase price of this Agreement which will equal Your refund amount. In calculating the Pro Rata basis, if You pay on a monthly basis, We will calculate Your refund based on the number of days remaining in the current month, divided by the total number of days in that month, multiplied by the total monthly payment which will equal Your refund.

(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement if You fail to comply with this Agreement. If We cancel this Agreement, We will refund the amount You have paid to date for this Agreement on a Pro Rata basis.

13. AUTOMATIC RENEWAL: Your Ford CSP Plan Agreement will automatically renew at the expiration term of the original Agreement for a one-year term annually until You or We cancel. To cancel the automatic renewal of Your Ford CSP Plan Agreement, You must contact Ford CSP Processing at the address or phone number referenced in Section 1. Prior to the annual renewal, we will send You a notice that Your Plan is about to renew, and We will provide You with information on how to cancel or non-renew. If We change any material terms at renewal, including the plan purchase price, we will specifically refer to those changes in the renewal notice. Your signature on the Registration Schedule indicates your assent to the specific automatic renewal terms of this Agreement, in addition to your assent to enter this Agreement generally.

14. DISPUTE RESOLUTION & ARBITRATION: Either You or We may choose to have any dispute related to this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. We do not agree to class arbitration. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or www.auto.bbb.org/ESP. If there is a conflict between the Rules and this Agreement, this Agreement shall govern. If You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50. You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney.

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

15. STATE SPECIFIC PROVISIONS: The following provisions are applicable in the states set forth below and modify only those specific terms referenced.

ALABAMA:

Cancellation by You: A ten percent (10%) penalty per month shall be added to any refund not paid or credited within (45) days after You return this Agreement to Us.

Cancellation by Us: If We cancel this Agreement, We shall mail to You written notice stating the reason and effective date of cancellation, at Your last known address, at least five (5) days prior to cancellation. However, if We cancel for nonpayment or material misrepresentation relating to the covered vehicle or its use, no prior notice is required.

ALASKA:

Cancellation by You: A ten percent (10%) penalty of the provider fee per month shall be added to any refund not paid or credited within forty-five (45) days after You cancel this Agreement.

Cancellation by Us: If We cancel this Agreement, We shall mail to You written notice stating the reason and effective date of cancellation, at Your last known address, at least five (5) days prior to cancellation. However, if We cancel for nonpayment or material misrepresentation relating to the covered vehicle or its use, no prior notice is required. We may only cancel this Agreement for the following reasons: nonpayment of the provider fee; if You are convicted of a crime having as one of its necessary elements an act increasing a hazard covered by this Agreement; discovery of fraud or material misrepresentation by You or Your representative in obtaining this service contract or by You in pursuing a claim under this service contract; discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by this Agreement; physical changes in the property covered by this Agreement that result in ineligibility for coverage under this Agreement; or a substantial breach of duties by You relating to the covered motor vehicle. A ten percent (10%) penalty of the provider fee per month shall be added to any refund not paid or credited within forty-five (45) days after You cancel this Agreement.

ARIZONA:

Cancellation by Us: We cannot cancel or void this Agreement due to acts or omissions of Us or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent, or workmanlike manner. Parts or components repaired or replaced pursuant to this Agreement will not be excluded. We may not cancel or void this Agreement for the following: (1) preexisting conditions that were known or that reasonably should have been known by Us or the Selling Dealer; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by either Us or the Selling Dealer; (4) ineligibility for the program, including gray market, high performance, and GM diesel autos.

CONNECTICUT:

If this Agreement's term is for less than one (1) year, Your Agreement will be automatically extended if Your Vehicle is in Our custody for a repair.

Cancellation by You: If Your Covered Vehicle is sold, lost, stolen, or destroyed, you may cancel this Agreement.

WHERE TO GO FOR REPAIRS: (1) To obtain repairs or services under this Agreement on Ford, Lincoln and Mercury products, We require

that You return to Your Selling Dealer or any other Ford or Lincoln franchised dealership in the United States. If Your Vehicle is a Ford or Mercury, call 800-392-FORD to find the nearest Ford dealership. If the Vehicle is a Lincoln, call 800-521-4140. (2)(a) In an Emergency Repair, You may use other repair or service facilities if all local Ford and Lincoln dealerships within a 25-mile radius are closed (b) To request reimbursement, You must provide a copy of the repair order and proof of payment to QBE Administration Services or call 800-414-2356. You have 90 days from the repair order open date or payment receipt date to request Your reimbursement. You are responsible for any costs to transport the covered Vehicle for service that exceed the towing allowances referenced in Section 6. of this Agreement.

If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and Us. You may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement.

DISTRICT OF COLUMBIA (WASHINGTON, D.C.):

Cancellation by You: If We fail to provide Your full refund within forty-five (45) days, a ten percent (10%) per month penalty shall be added to a refund not paid or credited.

Cancellation by Us: If We cancel this Agreement, We will mail written notice to You at Your last known address, stating the reason and effective date of cancellation at least five (5) days prior to the effective date. However, such prior notice is not required if We cancel for nonpayment, material misrepresentation by You, or a substantial breach of Your contractual duties relating to the Covered Vehicle or its use.

FLORIDA:

Our Florida license number is #19-383364381. The Florida Office of Insurance Regulation does not regulate the rates charged for this Agreement.

Transferability: You may transfer the remaining coverage of the Vehicle under this Agreement, if You pay Us a \$40 transfer fee and if You or if the transferee of this Agreement initiates the transfer process and provides the following items to any Ford or Lincoln Dealership or Us at P.O. Box 6045, Dearborn, Michigan 48121 within 180 days of the vehicle sale: a letter, signed by You, transferring this Agreement to the transferee; a statement of the mileage on the Vehicle at the time of transfer; and 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.

Cancellation by You: You may cancel this Agreement within sixty (60) days after purchase and You will receive a refund equal to one hundred percent (100%) of the gross premium paid by. After sixty (60) days, if this Agreement is cancelled by You, lender, finance company, or creditor, We shall return directly to You no less than ninety percent (90%) of the unearned pro rata premium, less any claims paid. Cancellations initiated by lenders, creditors, or finance companies are only valid if authorized by the terms of this Agreement.

Cancellation by Us: After this Agreement has been in effect for sixty (60) days, We can only cancel this Agreement for the following reasons: there has been a material misrepresentation or fraud at the time of sale of this Agreement; You have failed to maintain the

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Covered Vehicle as prescribed by the manufacturer; the odometer has been tampered with or disabled and You failed to repair it; or nonpayment of premium by You, in which case We shall mail you written notice of cancellation via certified mail.

GEORGIA:

Cancellation by You: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after You return this Agreement. Within the first thirty (30) days, if You have filed a claim, You may cancel this Agreement and receive a full refund, less the cost of such claims paid.

Cancellation by Us: We may only cancel this Agreement for fraud, material misrepresentation, or failure to pay the Purchase Price when due. If We cancel this Agreement, We will mail to You written notice, stating the effective date and reason for cancellation, to Your last known address at least thirty (30) days before the effective date of cancellation. After the first thirty (30) days, or if You have filed a claim, Your refund will equal one hundred percent (100%) of the unearned pro rata Purchase Price.

HAWAII:

Cancellation by You: A ten percent (10%) penalty shall be added to a refund not paid or credited within forty-five (45) days after You return this Agreement to Us.

Cancellation by Us: If We cancel this Agreement, We will mail to You written notice to Your last known address at least five (5) days in advance and such notice shall state the reason and effective date of cancellation. However, such notice shall not be required if We cancel for nonpayment, material misrepresentation by You to Us, or substantial breach of Your duties under this Agreement relating to the Covered Vehicle or its use.

IDAHO:

Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho insurance guaranty association.

INDIANA:

This service contract is not insurance and is not subject to Indiana insurance law.

IOWA:

Cancellation by You: A ten percent (10%) penalty shall be added each month to a refund is not paid to You within thirty (30) days after You return this Agreement.

Cancellation by Us: If We cancel this Agreement, We shall provide You written notice at Your last known address at least fifteen days prior to the effective date and such notice shall state the reason and effective date of cancellation.

LOUISIANA:

This Agreement is not regulated by the Louisiana Department of Insurance. Any concerns You have under this Agreement may be directed to the state attorney general.

Cancellation by You: A ten percent (10%) penalty per month shall be added to any full refund not paid or credited to You within forty-five (45) days after You return this Agreement to Us.

Cancellation by Us: If We cancel this Agreement, We will mail written notice to Your last known address, stating the reason and effective date of cancellation, at least five (5) days prior to cancellation. However, prior notice is not required if We cancel for nonpayment, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use.

MAINE:

Cancellation by You: A monthly penalty equal to ten percent (10%) of the provider fee will be added to any full refund not paid or credited within forty-five (45) days after return of the service contract to Us. Any refunds You are entitled to will also include any sales tax You paid on this Agreement.

Cancellation by Us: If We cancel this Agreement, We shall mail to You written notice to Your last known address, stating the reason and effective date of cancellation at least fifteen (15) days prior to cancellation.

MARYLAND:

This Agreement is automatically extended if We fail to perform the services under this Agreement and it will not terminate until the services are provided in accordance with this Agreement.

Cancellation by You: If We fail to provide Your full refund or credit Your account within forty-five (45) days of cancellation, a monthly penalty equal to ten percent (10%) of the purchase price for each month the refund is not paid or credited.

MINNESOTA:

Cancellation by You: A ten percent (10%) penalty per month shall be added to a full refund not paid or credited within forty-five (45) days after return of this Agreement to Us.

Cancellation by Us: If We cancel this Agreement, We shall mail written notice to You at Your last known address, stating the reason and effective date of cancellation, at least fifteen (15) days prior to cancellation, unless we cancel for nonpayment, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use, in which case We will provide five (5) days' notice.

MISSISSIPPI:

Cancellation by You: A ten percent (10%) penalty per month shall be added to a full refund that is not paid or credited to You within forty-five (45) days of You returning the Agreement to Us.

Cancellation by Us: We may only cancel this Agreement for nonpayment, material misrepresentation by You to Us, or substantial breach of duties by You relating to the Covered Vehicle or its use.

MISSOURI:

Cancellation by You: A ten percent (10%) penalty of the amount outstanding per month shall be added to any refund not paid within forty-five (45) days after You return this Agreement. If a claim has been made during the initial 30-day period, Your refund will equal the full Purchase Price, less any claims paid. After the initial 30-day period, You may cancel this Agreement and be entitled to a refund equal to one hundred percent (100%) of the unearned pro rata provider fee. We will mail to you written notice of cancellation within forty-five (45) days of termination.

MONTANA:

Cancellation by You: If We cancel this Agreement, We shall mail to You written notice to Your last known address stating the reason and effective date for cancellation, at least five (5) days prior to cancellation. However, such prior notice shall not be required if We cancel for nonpayment, material misrepresentation by You to Us, or substantial breach of duties by You relating to the Covered Vehicle or its use.

NEVADA: If You are not satisfied with the manner in which We handle Your claim, You may contact the Commissioner of Insurance at (888) 872-3234 or <http://doi.nv.gov/Contact-Us/>.

TERMS AND CONDITIONS

Cancellation by You: A ten percent (10%) penalty of the purchase price shall be added to Your refund for each thirty (30) day period that We fail to pay Your refund. If Your Agreement is financed and Your loan has not been fully paid, We may provide a refund to Your lender but such payment shall not exceed any outstanding balance on Your loan.

Cancellation by Us: If this Agreement has been in effect for at least seventy (70) days, We cannot cancel this Agreement before expiration of the term or one (1) year after the effective date of this Agreement, except for the following grounds: failure by You to pay an amount when due; conviction by You of a crime which results in an increase in the service required under this Agreement; discovery of fraud or material misrepresentation by You in obtaining this Agreement, or in presenting a claim for service; discovery of an act or omission by You or a violation by You in any condition of this Agreement which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement; or material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Agreement was issued or sold.

No cancellation will be effective until at least fifteen (15) days after the notice of cancellation is mailed to You. We will not impose a cancellation fee. If this Contract has already been issued and the manufacturer's warranty becomes void during the term of this Contract, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, We will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract.

Section 7c is deleted and replaced with the following: **This Contract will not cover any unauthorized or non-manufacturer-recommended modifications and/or alterations to the Covered Product, including but not limited to high performance, off-road equipment, and/or battery/electrical system modifications that are not original factory equipment, whether installed before or after the Effective Date of this Agreement, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. Such excluded modifications include but are not limited to: (1) alterations or modifications of the Vehicle, including the body, chassis, or components, after the Vehicle leaves the control of the manufacturer; (2) any part designated for "off road only" that is not installed by the manufacturer, including, but not limited to, lift kits, oversized wheels and tires, roll bars, and performance enhancing powertrain components; (3) tampering with the Vehicle or the emissions system and components; (4) installation or use of any mechanical or electrical not approved, certified, or authorized by the Vehicle's manufacturer or any Failure caused by after-market (non-factory approved) PCM reprogramming; any vehicle used for any type of competitive driving or racing if such unauthorized use or non-manufacturer-recommended use resulted in damages to the vehicle. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended**

modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract.

The following is added to Section 8: **Unless Your Vehicle is in need of an Emergency Repair, you must obtain prior authorization as set forth in Section 8A(1).**

NEW HAMPSHIRE:

In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at (603) 271-2261 or 21 S. Fruit Street, #14, Concord, NH 03301.

NEW JERSEY:

Cancellation by You: A ten percent (10%) penalty of the purchase price shall be added, per month, to any full refund not provided to You within forty-five (45) days of cancellation.

Cancellation by Us: If We cancel this Agreement, We shall mail written notice to You at Your last known address stating the reason and effective date of cancellation at least five (5) days prior to cancellation. However, such prior notice will not be required if We cancel for nonpayment, material misrepresentation or omission, or substantial breach of contractual obligations concerning Your Vehicle or its use.

NEW MEXICO:

Cancellation by You: A ten percent (10%) penalty of the purchase price shall be added to Your full refund for each thirty (30) day period that We fail to pay Your refund if We fail to provide a refund within sixty (60) days of cancellation. If Your Agreement is financed and Your loan has not been fully paid, We may provide a refund to Your lender but such payment shall not exceed any outstanding balance on Your loan.

Cancellation by Us: If this Agreement has been in effect for at least seventy (70) days, We cannot cancel this Agreement before expiration of the term or one (1) year after the effective date of this Agreement. No cancellation will be effective until at least fifteen (15) days after the notice of cancellation is mailed to You. We will not impose an administrative fee if We cancel.

NEW YORK:

Cancellation by You: A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days after return of this Agreement to Us.

Cancellation by Us: If We cancel this Agreement, We shall mail to You written notice to Your last known address stating the reason and effective date of cancellation at least fifteen (15) days prior to cancellation. However, such advance notice is not required if We cancel for nonpayment, material misrepresentation, or substantial breach of duties by You relating to Your Vehicle or its use.

NORTH CAROLINA:

Cancellation by Us: We may not cancel this Agreement in our discretion and may only cancel for nonpayment or for a direct violation of this Agreement by You.

OKLAHOMA: This is not an insurance contract. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

Cancellation by You: If You cancel this Agreement, Your refund will equal ninety percent (90%) of the unearned pro rata provider fee, less the actual cost of any claims paid.

Cancellation by Us: If We cancel this Agreement, Your refund will equal one hundred percent (100%) of the unearned provider fee, less any claims paid.

OREGON:

Complaints: Unresolved complaints can be addressed to the Department of Consumer and Business Services, Oregon Division of

TERMS AND CONDITIONS

Financial Regulation, Consumer Advocacy Unit, 350 Winter Street NE, Room 300-2, Salem, Oregon 97301. The telephone number is 1-888-877-4894.

Dispute Resolution & Arbitration: If You and We cannot agree to a claim settlement and You have exhausted all internal appeals, You and We may agree to have any dispute related to or arising from this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at

www.auto.bbb.org/extendedserviceplan or 800-955-5100. We will pay Your reasonable arbitration fees and expenses that are in excess of \$100. You may employ an attorney to represent You in Arbitration, but an Attorney is not required. We will not pay Your attorney fees if You use an attorney. If We request arbitration, We will pay the arbitration filing fee. This Agreement is subject to ORS 36.600-36.740. Arbitration will take place in the state of Oregon in accordance with Oregon laws unless You and We mutually agree to another location. All arbitration decisions shall be in writing with a supporting opinion.

SOUTH CAROLINA:

In the event of a dispute with Us, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 or call (800) 768-3467.

Cancellation by You: A ten percent (10%) penalty per month shall be added to any full refund not paid or credited to You within forty-five (45) days after return of this Agreement to Us.

Cancellation by Us: If We cancel this Agreement, We shall mail to You written notice to Your last known address stating the reason and effective date of cancellation at least fifteen (15) days prior to cancellation. Such prior notice is not required if We cancel for nonpayment, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use.

TEXAS:

Unresolved complaints concerning Us or Our Administrator, or questions concerning the regulation of service contract providers and administrators, may be directed to the Texas Department of Licensing and Regulation ("TDLR"). TDLR's mailing address is P.O. Box 12157, Austin, TX 78711-2157, and its telephone number is (800) 803-9202. Our Texas license is #165.

Cancellation by You: You may cancel this Agreement before the thirty-first (31st) day after the Signature Date, and if You have filed a claim, You will be entitled to a refund equal to the full Purchase Price paid, less the cost of any claims paid under this Agreement. You may cancel this Agreement on or after the thirty-first (31st) day after the Signature Date, and receive a refund equal to the pro rata Purchase Price. If we fail to pay or credit any refund due to You before the forty-sixth (46th) day after the date notice of cancellation was received by Us, a ten percent (10%) penalty of the amount outstanding shall be added to Your refund for each month the refund amount remains outstanding.

Cancellation by Us: We may cancel this Agreement by mailing a written notice of cancellation to Your last known address stating the reason and effective date of cancellation at least five (5) days prior to the effective date of cancellation. However, such prior notice is not required if We cancel because of nonpayment, fraud or material misrepresentation by You to Us, or substantial breach of a duty by You relating to the Covered Vehicle or its use.

UTAH:

This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

Cancellation by Us: We may only cancel this Agreement for material misrepresentation, substantial change in the risk assumed unless We should have reasonably foreseen the change or contemplated the risk when entering into the contract, substantial breach in contractual duties, or nonpayment. Notice of cancellation stating the reason and effective date of cancellation will be mailed to You no later than thirty (30) days in advance, except for nonpayment, and We shall mail written notice to You via first-class mail.

VIRGINIA:

If any promise made in this Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Service, Office of Charitable and Regulatory Programs to file a complaint.

WASHINGTON:

I have read this Agreement in its entirety and specifically acknowledge the provisions pertaining to My duties relating to required maintenance of the Covered Vehicle; any duty to prevent further loss; how to obtain service and any required documentation I must keep; the parts and services covered; any time or mileage limitations; the implied warranty of merchantability; exclusions; and my right to return this Agreement and receive a refund.

Contract Holder Initials ()

We only have sixty (60) days from the date of the sale of this Agreement to determine whether or not Your vehicle qualifies for this Agreement and after sixty (60) days, Your vehicle will be qualified and We cannot cancel based on eligibility. The implied warranty of merchantability on the covered vehicle is not waived if You purchased this Agreement within 90 days of the purchase of the covered vehicle and We also sold the Covered Vehicle.

Section 7 is hereby amended as follows; We will only exclude coverage based on your failure to properly maintain Your vehicle if such failure involved the failed part(s).

Dispute Resolution and Arbitration: Arbitration proceedings under this Agreement will be binding. All arbitration will be conducted in conformity with Chapter 7.04A RCW. Any dispute arising out of this Agreement shall be brought in a state court of Washington. Any arbitration proceeding initiated under this Agreement shall be held at a location in closest proximity to Your permanent residence.

Cancellation by You: A ten percent (10%) penalty shall be added to any refund not paid within thirty (30) days after return of this Agreement to Us.

WHO ISSUES REFUND PAYMENTS: Refund payments will be made by Ford CSP Processing.

Section 1C. "INSURER GUARANTEE" is deleted and replaced with the following: You may file a claim, including all sums which We are legally obligated to pay to You, directly with QBE Insurance Corporation, subject to the exclusions, deductions and limitations contained in this Agreement and in the underlying policy of insurance. The policy also covers Our cancellation refund obligations. You may contact QBE Insurance Corporation using the information in Section 1C.

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WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Cancellation by You: A ten percent (10%) penalty of the amount outstanding shall be added per month if We fail to provide Your full refund within forty-five (45) days of return of this Agreement. In the event of a total loss of the Covered Vehicle that is not covered by this Agreement, You may cancel and receive a pro rata refund.

Cancellation by Us: We may cancel this Agreement for nonpayment, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use. If We cancel, We shall mail to You written notice to Your last known address stating the reason and effective date of cancellation at least five (5) days prior to cancellation.

WYOMING:

Cancellation by You: A ten percent (10%) penalty per month shall be added to any full refund not paid or credited within forty-five (45) days after return of this Agreement to Us.

Cancellation by Us: If We cancel this Agreement, We shall mail to You written notice to Your last known address stating the reason and effective date of cancellation at least ten (10) days prior to cancellation by Us. Prior notice is not required if We cancel for nonpayment, material misrepresentation by You to Us, or substantial breach of duties by You relating to the Covered Vehicle or its uses, nonpayment.