

**INFORMATION PAGE**
**I. Customer Information**

Last Name	First Name	M.I.
Address		
City	State	Zip
Phone	E-mail	

**II. Dealer Information**
**III. Lienholder Information**

Name	Name
Address	Address
City State Zip	City State Zip
Phone	E-mail

**IV. Vehicle Information**

Year	Make	Model	Current Mileage
Vehicle Identification Number (VIN)	Vehicle Purchase Date	Agreement Purchase Date	Agreement Purchase Price

**V. Agreement Information**

Term Selected <i>Requires a 45 day AND 1,000 Mile waiting period</i> MONTHS                      MILES	Coverage Start Date: _____ Coverage Starting Mileage: _____	<input type="checkbox"/> Standard Coverage <input type="checkbox"/> High Mileage Coverage
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Surcharges *(Must be identified at the time of the sale)*   
  Commercial Use   
  4x4/AWD   
  Seals and Gaskets   
  Drive Axle

**OPTIONAL DAY ONE – 45 DAY COVERAGE TERM:** When selected and **You** pay the Optional Day One-45 Day Coverage purchase price, **We** will provide **You** with an additional coverage term equal to the 45 day and 1,000 mile waiting period under this **Agreement**. This coverage term will begin on the **Agreement** purchase date and expire after the passing of the waiting period under this **Agreement**. **You hereby understand and agree that after the expiration of the Optional Day One – 45 Day Coverage term the Day One Coverage Purchase Price is non-refundable.**  
 \$\_\_\_\_\_ Optional Day One – 45 Day Coverage Purchase Price.

**STANDARD COVERAGE TERM:** Coverage begins 45 days AND 1,000 miles from the date that the Agreement was purchased and expires upon the passing of the number of months specified above or the number of miles (Current Mileage shown in Section IV plus 1,000 plus mileage shown in TERM SELECTED), whichever occurs first.

**HIGH MILEAGE COVERAGE TERM:** Coverage begins 45 days and 1,000 miles from the date that the Agreement was purchased and expires upon the passing of the number of months specified above or the Vehicle's odometer reaching 250,000 miles, whichever occurs first.

**VI. Customer Acknowledgment**

The **Agreement** that **You** are purchasing is between **You** and the **Agreement Obligor**. **You** will be notified by the **Selling Dealer** and/or the **Administrator** if the **Agreement** is ineligible for coverage. **You** (the undersigned) have reviewed the terms of this **Agreement** and understand the coverage, exclusions and maintenance requirements. This **Agreement** is based on information **You** provided on this **Information Page**. **AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS. A \$ 100 Deductible applies to covered repairs. Important: See Section State Requirements for guidelines and regulations where this Agreement was sold. The 45 day and 1,000 mile waiting period will be added onto the end of the Agreement term. You hereby declare that the above information is correct.**

Customer Signature (Your)	Purchase Date	Selling Dealer Representative – Signature
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Any modification, alteration or change to the printed terms, conditions or coverages of this **Agreement** renders the **Agreement** invalid.

Agreement Obligor/Administrator/Provider:  
 American Guardian Warranty Services, Inc.  
 PO Box 768 Warrenville, IL 60555  
 800.579.2233

Wisconsin Agreement Obligor/Administrator:  
 American Guardian Warranty Services of Wisconsin, Inc.  
 PO Box 768 Warrenville, IL 60555  
 800.579.2233

Florida & Louisiana Obligor/Administrator:  
 American Guardian Warranty Services of Florida, Inc. (FL License #60116)  
 PO Box 768 Warrenville, IL 60555  
 800.579.2233

**AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS**  
**ADMINISTRATIVE & CLAIMS OFFICE TOLL-FREE NUMBER: (800) 579-2233**  
**ROADSIDE ASSISTANCE NUMBER: (888) 838-1128**

**STANDARD/HIGH MILEAGE COVERAGE:** (Includes those Items listed in Components 1 through 5) In the event of a **Breakdown** of a covered part listed below, **We** agree to pay for the **Cost** of parts and labor to repair or replace a covered part listed below for each component, subject to the terms, conditions and limitations herein. A covered part has failed when it can no longer perform the function for which it was designed and not because of the action, inaction or failure of any non-covered parts.

1. **ENGINE and WATER PUMP:** The following stated components are covered. All internally lubricated parts of engine, including pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The Engine Block and Cylinder Heads are not covered unless damaged by an above listed internally lubricated covered part.
2. **TRANSMISSION:** The following stated components are covered. Internally lubricated parts of manual or automatic transmissions, including, oil pump, drums, planetaries, sun gear and shell, shaft(s), bearings, shift rail, forks, and synchronizers. The Transmission/Transaxle case and the torque converter are not covered unless damaged by an above listed internally covered part.
3. **TRANSFER CASE:** The following stated components are covered. Repair or replacement of internally lubricated parts. The transfer case housing is not covered unless damaged by an above listed internally covered part.
4. **RENTAL ASSISTANCE:** In the event of a **Breakdown** of a covered part, **You** will be reimbursed for actual expenses incurred for substitute transportation up to \$25.00 per day, for three (3) days, not to exceed \$75.00 per occurrence. To qualify for the first day of rental reimbursement, the **Vehicle** must be held out of service overnight at the repairer and the covered repairs exceed 4.0 labor hours as defined in the current year's manufacturers or nationally recognized labor time standards manual. For parts delay or component failure inspection, a per day allowance may be made at the discretion of the **Administrator**. Reimbursement for substitute transportation shall not continue beyond the day on which covered repairs are completed. A substitute **Vehicle** must be rented from a nationally recognized rental agency and receipts are required for reimbursement.
5. **ROADSIDE ASSISTANCE:** 24-Hour Emergency Roadside Assistance – Terms and Conditions: Emergency Roadside Assistance is available 24 hours a day, every day of the year throughout the United States and Canada. **Your** coverage begins on the date shown on **Your Agreement** and terminates on either the expiration date shown or at the expiration of **Your Agreement**. **You** will only have to pay for any non-covered expenses or costs in excess of **Your** one hundred dollar (\$100.00) per occurrence maximum. Service must be a covered benefit under the terms and conditions of this **Agreement** and is available only for the specific **Covered Vehicle** registered with Road America Motor Club as part of this **Agreement**. "**Covered Vehicle**" is defined as the **Vehicle** listed on the application for this **Agreement** and registered with Road America Motor Club (Vehicle Identification Number and Year, Manufacturer and Model).

All of the emergency roadside assistance services are provided by Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126. (For Mississippi and Wisconsin customers, services are provided by Brickell Financial Services-Motor Club, Inc. For California customers, services are provided by Road America Motor Club, Inc. d/b/a Road America Motor Club.) All entities are collectively referred to as "Road America Motor Club" or "RAMC" throughout these Terms and Conditions.

Just call TOLL-FREE (888) 838-1128, and a service vehicle will be dispatched to **Your** assistance. **IMPORTANT:** Please be with **Your Covered Vehicle** when the service provider arrives, unless it is unsafe to remain with the **Vehicle**, as they cannot service an unattended vehicle. In the event that service is not obtainable through RAMC, **You** will receive an authorization number to receive a refund of payments made according to **Your** program benefit and coverage limits for services received independently. **You** must first contact RAMC for authorization to obtain independent services.

The following are covered emergencies, subject to the one hundred dollar (\$100.00) per occurrence limit. There will be a limit of one (1) covered occurrence for the same service type during any continuous seven (7) day period.

- (1.) Towing Assistance - When towing is necessary, the **Covered Vehicle** will be towed to the nearest qualified service facility or to another location requested by the driver of the **Covered Vehicle**.
- (2.) Flat Tire Assistance - Service consists of the removal of the **Covered Vehicle's** flat tire and its replacement with the spare tire located with the **Covered Vehicle**.
- (3.) Fuel, Oil, Fluid and Water Delivery Service - An emergency supply of fuel, oil, fluid and water will be delivered if the **Covered Vehicle** is in immediate need. **You** must pay for the fuel or other fluid when it is delivered.
- (4.) Lock-out Assistance – If **Your** keys are locked inside the **Covered Vehicle**, assistance will be provided to gain entry into the **Vehicle**.
- (5.) Battery Assistance – If battery failure occurs, a jump start will be provided to start **Your Covered Vehicle**.

The following items are not included as part of the emergency roadside assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Covered Vehicle** in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around a **Covered Vehicle**. Tire Repair. Extrication or Winching. Motorcycles, trucks over one-and-a-half ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational vehicles, camping trailers, travel trailers, or any vehicles in tow. Any and all taxes, fines or tolls. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service state or garage; vehicle storage charges; a second tow for the same disablement. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a **Covered Vehicle** in need of routine maintenance or repair. Services received independently from RAMC without prior authorization from RAMC. Only one disablement for the same service type during any seven day period will be accepted. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.** Locksmith services are offered ONLY on a limited basis as part of the emergency roadside assistance benefit.

**We** are the **Obligor** for Roadside Assistance benefits; however, these services have been delegated to RAMC. In the event **You** have any issues with claims or complaints related to the services provided by RAMC, please contact **Us** at (800) 579-2233.

**SURCHARGE COVERAGE:** The following surcharges are available when indicated on the Information Page and a surcharge has been paid.

- A. **OPTIONAL DAY ONE – 45 DAY COVERAGE TERM:** When selected on the **Information Page** and **You** pay the Optional Day One – 45 Day Coverage purchase price, **We** will provide **You** with an additional coverage term equal to the 45 day and 1,000 mile waiting period under this **Agreement**. **You** hereby understand and agree that after the expiration of the Optional Day One – 45 Day Coverage term, the Day One Coverage purchase price is nonrefundable.
- B. **COMMERCIAL USE REQUIREMENTS:** If **You** purchase the Commercial Use Surcharge Coverage, then Exclusion, Subsection B #3 is deleted and **Your Vehicle** will be provided coverage subject to the following purposes. Eligible vehicles include passenger cars, light trucks and vans, up to and including one ton trucks used for route sales and service, inspections, maintenance and repair purposes, carrying tools to a job site, farming and ranching. If **Vehicle** is used for towing, the **Vehicle** must be equipped by the manufacturer with their towing package otherwise it is ineligible for coverage under the **Agreement**. Vehicles used for towing require **EXTRA MAINTENANCE**. The contract holder must follow the manufacturer's Severe Service Maintenance schedule and be able to provide proof of maintenance in the event of a claim. **Ineligible vehicles:** multiple driver vehicles, vehicle used for commercial hauling, delivery service, shuttle, taxi-livery, emergency, police or law

- enforcement, security service, snow plowing cable or line installation, rental service, any vehicle equipped with a flat bed, dump bed, step vans, high cube vans or box bodies. Any vehicle used for lifting, hoisting, commercial towing, carrying or towing payloads in excess of manufacturer's specifications.
- C. **SEALS AND GASKETS:** If You purchase the Seals and Gasket Surcharge Coverage, then Exclusion, Subsection A #11 is deleted and the following coverage is added: All seals and gaskets for named components under this **Agreement** are covered up to an odometer reading of 175,000 miles except when the cause of failure is the result of overheating, lack of lubrication or lack of required fluids. **This benefit becomes void upon Your Vehicle reaching an odometer reading of 175,001 miles.**
- D. **DRIVE AXLE:** Differential housing, transaxle housing, final drive housing and all internally lubricated parts contained within the housings.

#### WHAT TO DO IF REPAIRS ARE NEEDED

If **Your Vehicle** is unsafe to drive and needs to be towed, contact the Roadside Assistance carrier at (888) 838-1128 and obtain needed service. Deliver **Your Vehicle** to a repair facility and authorize them to diagnose the failure. Provide the repairer with **Your Agreement** number and direct them to call the **Administrator** for repair authorization at (800) 579-2233. The Administrator, at its sole discretion, has the right to inspect any damage prior to authorizing or paying any claim benefit.

**Emergency Repair** - If a covered part has a covered **Breakdown** at any time outside of Claims Department regular business hours, **You** may take one of the following steps: (1) wait until regular business hours and then follow the normal claims procedure outlined above, or (2) authorize and pay for any teardown or diagnostic time needed to determine whether **Your Vehicle** has a covered **Breakdown**. If **You** reasonably determine that **You** have a covered **Breakdown** and **You** choose to have **Your Vehicle** repaired, **You** are responsible for paying the repair. **You** must then call the **Administrator** during the next available regular business hours so that the **Administrator** may determine whether there was a covered **Breakdown**. If the **Administrator** determines that there was a covered **Breakdown**, then **We** will pay **You** in accordance with the terms and conditions of this **Agreement**.

*You must obtain a Repair Authorization Number from Our Claims Department to assure coverage under this Agreement.*

Call Toll Free at (800) 579-2233 for Instructions and Repair Authorization.

No Payment for a Claim will be made without Authorization.

#### TERMS AND CONDITIONS

This **Agreement** is subject to the following terms and conditions. **No alterations, changes or waivers of provisions may be made to this Agreement.** The benefits available under this **Agreement** are strictly provided to **You** for repairs to the **Covered Vehicle**. This **Agreement** is not an insurance policy. **Important:** State Guidelines and Regulations where **Agreement** was sold take precedent over these Terms and Conditions.

**Definitions:** When used, key terms will appear in **bold** print and have special meaning as follows:

**Administrator, Obligor, Our, Us and We** – means American Guardian Warranty Services, Inc., except in the states of Florida and Louisiana where it means American Guardian Warranty Services of Florida, Inc. (FL license #60116) and in the state of Wisconsin where it means American Guardian Warranty Services of Wisconsin, Inc. **Our** contact information is P.O. Box 768, Warrenville, IL 60555, (800) 579-2233, facsimile (630) 790-6035.

**Agreement** – means this service **Agreement** that is a contract between **You** and **Us**.

**Breakdown or Failure** – means the failure of an original or replacement part, covered by this **Agreement**, to perform its function as it was originally designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's tolerance.

**Cost** – means the usual and fair charges for parts and labor necessary to repair covered parts. Replacement of any covered part may be made with new, remanufactured, rebuilt or like kind and quality at the time of Breakdown at the discretion of the Administrator. Parts will be reimbursed up to manufacturer's suggested list price. Labor time will be reimbursed using nationally recognized labor time standards up to a maximum Labor Rate of \$100.00 per hour.

**Deductible** – means the amount per repair visit that **You** must pay for covered repairs per occurrence as indicated on the **Information Page**.

**Information Page** – means page 1 of this **Agreement**.

**Lienholder/Lender** – means a financial institution identified on the **Information Page** and providing financing for the purchase of this **Agreement**.

**Pre-existing condition** – means a condition or **Breakdown** that occurred before **Your** purchase of the **Agreement**.

**Selling Dealer** – means the retail seller of this **Agreement** to **You** for the **Covered Vehicle** described on the **Information Page**.

**Vehicle or Covered Vehicle** – means the **Vehicle** described on the **Information Page**.

**You, or Your** – means the purchaser identified on the **Information Page**.

**Insurance Statement:** **Our** obligations are guaranteed by an insurance policy (Policy Number 3312; except in Florida and Louisiana where it is Policy Number 3413; and in Wisconsin where it is Policy Number 3505) issued by Virginia Surety Company, Inc. In the event that **We** cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, **You** may file a claim directly with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206.

**Your Maintenance Responsibilities:** **You** must:

1. Perform the manufacturer's recommended maintenance including keeping receipts for services from the date of purchase. The required receipts include date, mileage, service performed and service provider. If **You** perform **Your** own maintenance, **You** must provide proof of purchase receipts for materials and an affidavit describing services performed including dates and mileage. These records may be requested by the **Administrator** for the investigation of a claim or transfer. **We** will not deny a claim based upon **Your** failure to properly maintain the **Vehicle**, UNLESS the failure to maintain the **Vehicle** involved the failed part or parts.
2. Use all reasonable means to protect **Your Vehicle** from further damage when a **Breakdown** occurs.
3. Authorize necessary labor time for the repairer to diagnose a **Breakdown**.
4. Direct the repair facility to call the **Administrator** at (800)579 2233 to report a claim. **You** must obtain repair authorization from **Administrator** prior to repairing any covered component.
5. To receive reimbursement for **Your** authorized claim, submit the following within sixty (60) days of approval: A) the original repair order signed by **You**, B) proof of payment with a cash register receipt/credit card receipt/personal check copy and C) where applicable, copies of original towing or rental bill with proof of payment.

**Exclusions-What Is Not Covered:**

A. Where permitted by state requirements, the following are not covered (See State Requirements):

1. **Pre-Existing Damage or Condition(s).**
2. If Optional Day One -45 Day Coverage is not purchased, failure of a covered component within the first forty-five (45) days and 1,000 miles after the purchase date will not be covered.
3. Damage to a covered component caused by the failure of a component not listed as covered under this **Agreement**.

4. Repairs covered under the original manufacturer's warranty whether or not that warranty was transferred to You. Any cost, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls or service bulletins.
5. Repairs beyond those required to correct a Breakdown.
6. Any covered repair not authorized in advance by Us.
7. Damage caused by continued operation of an impaired Vehicle.
8. Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.
9. Overloading the Vehicle beyond the manufacturer's recommended capacity.
10. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason.
11. A Breakdown caused by the failure of a Seal and/or Gasket.
12. A Breakdown caused by or involving modifications, alterations or additions to Your Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle manufacturer.
13. A Breakdown caused by or related to towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
14. Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.
15. Repairs made outside the United States and Canada.
16. Repairs required because of: fraud, collision, abuse, negligence, neglect, misuse, abuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God or, loss that is normally covered by Casualty Insurance.
17. The Cost of teardown, disassembly or assembly when a Breakdown is not covered by this Agreement.
18. Repairs that are covered under a repairer's guarantee or another service agreement provider's coverage.
19. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, or attorney fees.
20. Service adjustments and cleaning, reprogramming not related to the repair of a covered Breakdown, alignment not related to a covered Breakdown. Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered component, fasteners unless required for the repair of a covered Breakdown, manual clutch disc/pressure plate, pilot and throw out bearing and clutch slave cylinder, freight charges, shop supply charges, miscellaneous charges, document charges, hazardous waste charges, repairs to retrofit or replace components due to compliance with any law or legislation.

WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT. (Except that this statement is deleted in its entirety in the state of Washington.)

B. Where permitted by State Law, (See State Requirements) this Agreement provides no benefits or coverage and We have no obligation under this Agreement if:

1. The Vehicle odometer fails to register or record actual mileage for any reason while owned by You.
2. You rent Your Vehicle to someone else.
3. Your Vehicle is used for business, deliveries, construction, commercial hauling, postal service, taxi, police or other emergency services.
4. Your Vehicle is used for snow plowing, competition, or speed events.
5. Your Vehicle is modified from the Vehicle manufacturer's original specifications regardless of who or when the modifications were made.
6. You make fraudulent representations to obtain this Agreement or present a claim under this Agreement.
7. Your Vehicle is identified as salvaged due to flood damage, flood damaged or where the odometer reading is beyond mechanical limits.

**Limit of Liability:** The maximum retail labor rate for repairs is one hundred dollars (\$100.00) per hour. The limit of liability per covered component is as follows: a. ENGINE AND WATER PUMP - Three thousand dollars (\$3,000.00); b. TRANSMISSION - Two thousand dollars (\$2,000.00); c. TRANSFER CASE- One thousand five hundred dollars (\$1,500.00); and d. OPTIONAL COVERAGE (when selected): DRIVE AXLE- one thousand five hundred dollars (\$1,500.00).

**Subrogation:** If You receive benefits under this Agreement, We will be entitled to Your rights to recover against any manufacturer, insurance company or service agreement provider who may be responsible to You for Costs covered under this Agreement or any payments made by Us. In all states except California, if We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.

**Arbitration:** You agree that any claim, dispute or controversy relating to this Agreement or the relationships which result from this Agreement, no matter against whom made, including the applicability of this arbitration clause and the validity of the entire Agreement, shall be resolved by neutral binding arbitration by the American Arbitration Association, under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which You appear will take place at a location near Your residence. Rules and forms of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Telephone: (877) 495-4185; website: [www.adr.org](http://www.adr.org). This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION. This Arbitration provision is deleted in its entirety in California, Florida, Georgia, Mississippi, Nebraska, Nevada, New Hampshire, Oklahoma, Oregon and Wyoming.

**Agreement Period:**

**Standard Coverage Term:** Coverage begins 45 days AND 1,000 miles from the date that the Agreement was purchased and expires upon the passing of the number of months specified above or the number of miles (Current Mileage shown in Section 1 plus 1,000 plus mileage show in TERM SELECTED), whichever occurs first.

**High Mileage Coverage Term:** Coverage begins 45 days and 1,000 miles from the date that the Agreement was purchased and expires upon the passing of the number of months specified above or the Vehicle's odometer reaching 250,000 miles, whichever occurs first.

**Optional Day One Coverage Term:** This coverage term will begin on the Agreement purchase date and expire after the passing of the waiting period under this Agreement.

**Cancellation:** In the event Your Vehicle is repossessed, declared a total loss, or, You give notice of cancellation, the Agreement shall terminate. You may cancel this Agreement.

1. To request a cancellation, submit written notification immediately to the Selling Dealer or Administrator including the following: 1) the Agreement Number, 2) Vehicle Identification Number, and 3) a signed notarized statement certifying the current Vehicle odometer reading.
2. If Your Vehicle and this Agreement have been financed, the lienholder may cancel this Agreement for non-payment, or if Your Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lienholder and the lienholder is also entitled to any resulting refund. In the event of a cancellation, the lienholder, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee.

3. If this **Agreement** is cancelled within thirty (30) days of the sale date and no claim has been made, **We** will refund the full **Agreement** purchase price. If the **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the **Agreement** purchase price according to the pro-rata method reflecting the greater days in force or the miles driven based on the term of the plan selected and the date coverage begins, less a \$50.00 dollar administrative fee. (\$25.00 in Alabama; \$50.00 or 7.5% of the provider fee, whichever is less, in Alaska; \$25.00 or 10% of the purchase price, whichever is less, in California; \$50.00 or 10% of the refund, whichever is less, in Florida; \$50.00 or 10% of the pro rata refund, whichever is less, in Georgia; \$50.00 or 10% of the service contract price, whichever is less, in Illinois; \$50.00 or 10% of the provider fee, whichever is less, in Maine; \$50.00 or 10% of the amount of the pro rata refund, whichever is less, in North Carolina; \$50.00 or 10% of the unearned pro rata provider fee, whichever is less, in Oklahoma; \$25.00 in Washington; and \$50.00 or 10% of the provider fee, whichever is less, in Wisconsin.) In the event of a cancellation, the lienholder, if any, will be named on the refund check and, in the event of cancellation upon repossession, the sole payee. Important: State Guidelines and Regulations where **Agreement** was sold take precedent over these terms. Where permitted by state law, any claim incurred or paid will be deducted from the amount of the cancellation refund. (Arizona, Georgia, Louisiana, and Nevada do not allow for a claim incurred or paid to be deducted from the amount to be returned.)
4. **Cancellation by Us:** **We** may cancel this **Agreement** for non-payment, material misrepresentation or fraud by **You**. If **We** cancel this **Agreement**, notice outlining the specific nature of reason for cancellation will be mailed to **You** and the validity of the **Agreement** will cease no less than five (5) days from the postmark date of such notice. If **We** cancel for material misrepresentation or fraud, **You** will receive a pro-rata refund of the **Agreement** purchase price, identified on the **Information Page**, within thirty (30) days of the date of cancellation. If the purchase of this **Agreement** is financed, the refund may be made payable to the purchaser, assignee, lender or both.

**Transfer of Agreement:** In the event that **You** sell the **Covered Vehicle**, this **Agreement** shall terminate. **You** may apply for a transfer to the new owner. Where applicable, the manufacturer's warranty including extended powertrain warranty must transfer to the new owner to obtain coverage under the Transfer provisions of this **Agreement**. Within thirty (30) days from the date of sale to a private party and not a dealer or entity in the business of selling, trading or leasing vehicles, submit the following: 1) a check for a \$100.00 Transfer Fee payable to the **Administrator**; 2) a copy of the **Information Page** of this **Agreement**; 3) a signed affidavit stating the date of sale, the mileage at sale and the new owners name, address and telephone number; and 4) copies of **Your** maintenance documents for the **Covered Vehicle**. Proof of continuation of regular maintenance will be necessary in the event of a claim. The **Administrator** reserves the right to reject a transfer request in the event that the above requirements are not met. This **Agreement** may not be assigned separately from the **Covered Vehicle**, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased **Your Vehicle**. This **Agreement** may only be transferred once.

**NOTICE TO CONSUMERS:**

- Purchase of this **Agreement** is not required to purchase or finance a vehicle. The benefits provided may duplicate express manufacturer or seller's warranties that come automatically with every sale. **You** may be required by the Seller of this coverage to pursue those warranties, which are available to **You** without this **Agreement**.
- The terms of this written **Agreement** control the **Agreement** between **Us**. No change or modification to the written terms is valid.
- This **Agreement** is based on information **You** provided on the **Information Page**. Misrepresentation on the **Information Page** will result in rejection of this **Agreement**.

**STATE REQUIREMENTS**

If this **Agreement** requires amendment due to a state requirement, the **Agreement** is amended as indicated on the amendment after each state. The **Administrator** of this **Agreement** makes diligent effort to include all state notices as they become effective, but in cases where a state's notice is not present on this printing of the **Agreement**, State Law will take precedence over the terms and conditions of this **Agreement**.

**Alabama:** Cancellation: Any refund due may be credited to any outstanding balance of **Your** account and the excess, if any, refunded to **You**. The right to void **Your** account is not transferable, and applies only to the original **Agreement** purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**. Notice is not required if cancellation is due to nonpayment or material misrepresentation by **You**.

**Alaska:** Cancellation: If the **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the **Agreement** charge according to the pro-rata method reflecting the greater days in force or the miles driven based on the term of the plan selected and the date coverage begins. In the event of cancellation the lienholder, if any, will be named on the refund check. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**.

**Arizona:** Cancellation: **Your Agreement** may not be cancelled due to acts or omissions of the service company, assignees, or sub-contractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner; parts or components repaired or replaced under the **Agreement** may not be excluded; this **Agreement** cannot be cancelled or voided by the service company or its representatives for **Pre-Existing Conditions**, prior use or unlawful acts relating to the product, misrepresentation by either the service company or its sub-contractors, ineligibility for the program, including gray market, high performance, and GM diesel autos. All exclusions shall ONLY apply to occurrences "after the **Agreement** start date" or "while owned by **You**." The arbitration clause does not preclude an Arizona Consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division for relief under the provisions of Arizona Revised Statutes (ARS) §§ 20-1095.04 and/or 20-1095.09.

**California:** American Guardian Warranty Services, Inc.'s California License number is 0C73808. Performance to **You** under this contract is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357. Cancellation of this **Agreement** shall comply with California law. If you provide notice of cancellation to **Us** during the first sixty (60) days from the effective date for a new or thirty (30) days for a used Vehicle, **You** will be refunded 100% of the premium paid, if no claims have been filed. If a claim has been filed within the first sixty (60) days for a new or thirty (30) days for a used Vehicle, the refund will be pro-rated based on either elapsed time or mileage remaining. After the first sixty (60) days for a new or thirty (30) days for a used Vehicle, **You** will be refunded 100% of the unearned premium paid, less a fee of ten percent (10%) of the refund amount or \$25.00, whichever is less. The unearned premium will be prorated based on the lesser of months or mileage remaining. In the event of a claim arising in California, the proper venue for litigation shall be in California. **Administrator** reserves the right to void the **Agreement** or deny claims at any time due to fraud, misrepresentation or nonpayment. The name of the **Obligor** is amended to American Guardian Warranty Services Inc. dba A.G.W.S. Insurance Services. Coverage will be extended for forty five (45) days and 1,000 miles from the expiration of the term selected as well as the cancellation terms.

**Connecticut:** All disputes must be resolved in accordance with the Regulations of Connecticut State Agencies §42-260. In the event of a dispute with the **Administrator**, **You** may contact the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816. Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price or lease price of the product, the cost of the repair or replacement and a copy of the extended warranty contract. If the term of this **Agreement** is less than one (1) year, the **Agreement** term shall be automatically extended while any repairs covered under the **Agreement** are being done and the **Vehicle** is in the custody of the **Authorized Repair Facility**. If **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen, or destroyed, **You** may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**. Coverage will be extended for forty five (45) days and 1,000 miles from the expiration of the term selected.

**Florida:** The Agreement Obligor is American Guardian Warranty Services of Florida, Inc. (FL License #60116) P.O. Box 768, Warrenville IL 60555. Transfer Rights: The one hundred dollar (\$100.00) transfer fee is deleted and replaced with a forty dollar (\$40.00) transfer fee. Cancellation: **You** may contact and submit written notification to the **Selling Dealer** or **Administrator** to cancel. If **You** cancel this **Agreement** within sixty (60) days of the purchase date, a one-hundred percent (100%) refund of the **Agreement** price will be made less any claims paid on the **Agreement**. **You** may deliver **Your Vehicle** to the **Selling Dealer** or any **Authorized Repair Facility** for repairs. All other terms and conditions including requirements for prior authorization are applicable. In the event **You** are making a claim for reimbursement under this **Agreement**, the sixty (60) day requirement is extended to ninety (90) days to file a claim. **The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.**

**Georgia:** Any claim or dispute will be adjudicated in **Your** county of residence. **Pre-existing conditions known to You** at the time of **Your** purchase of the **Agreement** is excluded from coverage. Also, repairs when the covered **Vehicle's** odometer has been altered or tampered with *while owned by You* are excluded from coverage. Modifications to the **Vehicle** made by **You** results in rejection of coverage under this **Agreement**. Damage due to sludge may not be excluded from coverage. A cancellation will comply with Georgia Code Chapter 33-24-44. The **Obligor/Administrator** may only cancel the **Agreement** for fraud, material misrepresentation or nonpayment. There is a thirty (30) day written notice of cancellation for reasons other than non-payment regardless of when the **Agreement** was cancelled. **We** will return the unearned premium to **You** within ten (10) working days after cancellation. A ten (10) day written notice of cancellation will be given if canceled for non-payment. A 30 day and 1,000 mile waiting period will apply. Coverage will be extended for (30) days and 1,000 miles from the expiration of the term selected. **Failure** of a covered component within the first thirty (30) days and 1,000 miles after the start date will not be covered. The finance company/lienholder must hold a power of attorney in order to cancel the service for nonpayment.

**Hawaii:** Cancellation: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the receipt of the service contract to the provider.

**Idaho:** Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**Illinois:** If **You** provide a written notice of cancellation to the **Selling Dealer** after the first thirty (30) days after the **Agreement** purchase date, or if **We** or the lienholder cancel this **Agreement** at any time, **You** will be entitled to a pro-rated refund of the **Agreement** price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total time or mileage specified in the **Agreement**, less a cancellation fee equal to the lesser of \$50.00 or ten percent (10%) of the amount of the pro-rated refund, and the amount of claims paid under this **Agreement**. Wear and Tear: a gradual reduction in operating performance due to normal wear and use IS included in this Agreement.

**Indiana:** THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.

**Iowa:** If **You** have problems or questions about this **Agreement**, **You** may contact the Commissioner of Insurance of the State of Iowa or the Iowa Securities Bureau at (515) 281-4441, 601 Locust Street, Suite, 4<sup>th</sup> Floor, Des Moines, Iowa 50319-3738. Cancellation: A ten percent (10%) penalty will be added each month to the cancellation refund not paid to **You** within thirty (30) days of the return of the **Agreement** to **Us**.

**Louisiana:** The Obligor/Provider is American Guardian Warranty Services of Florida, Inc., PO Box 768, Warrenville, IL 60555, (800) 579-2233. Cancellation: If this **Agreement** is cancelled within thirty (30) days of the sale date, **We** will refund the full amount of the cost of the **Agreement**.

**Maine:** A monthly penalty equal to ten percent (10%) of the returned amount will be added to any refund that is not paid or credited to **You** within forty-five (45) days after **Our** receipt of a cancellation request from **You**. In the event of a cancellation by **Us**, **We** will provide **You** with notice mailed fifteen (15) days prior to cancellation that identifies both the basis for cancellation and the cancellation effective date.

**Maryland:** The repair of a malfunction or defect covered under this **Agreement** shall include the **Cost** of the tear down and diagnosing the malfunction or defect. A ten percent penalty (10%) per month shall be added to a refund that is not paid within forty five (45) days after the receipt of the service contract to **Us**.

**Massachusetts:** The entity obligated to perform under this **Agreement**, which is referred to as "We," "Us," and "Our" throughout the **Agreement**, is the **Dealer**.

**Minnesota:** Cancellation: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to **Us**. **We** will provide **You** with five days written notice if the reason for cancellation is nonpayment of the **Agreement** purchase price.

**Mississippi:** Cancellation of a contract by **Us** shall become effective sixty (60) days after a cancellation notice is mailed to **You** unless a cancellation is for non-payment of a contract whereby the contract will be cancelled fifteen (15) days after the notice of cancellation is mailed to **You**.

**Missouri:** A notice of cancellation/termination will be mailed to **You** within forty-five (45) days of the date of termination. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of the request for refund to **Us**.

**Nebraska:** The aggregate actual cash value is the purchase price of the **Vehicle**.

**Nevada:** Cancellation: The provider shall refund to the holder the purchase price of the **Agreement** within forty-five (45) days after an **Agreement** is returned pursuant to subsection 1 of NRS 690C.250. A ten percent (10%) penalty per month will be added to any refund not paid within forty-five (45) days after the **Selling Dealer** receives **Your** request for cancellation. Cancellation by **Us**: The cancellation is not effective until fifteen (15) days after notice of cancellation is mailed to **You**. **Agreement Renewal:** This **Agreement** is not renewable. In Nevada the 45 day/1,000 mile exclusionary period is waived. If **Your Vehicle** is modified from the **Vehicle** manufacturer's original specifications, this **Agreement** will not provide coverage for the modifications or the modified components. However, this **Agreement** will not exclude all coverage on **Your Vehicle**. This **Agreement** will continue to provide any applicable coverage to components of **Your Vehicle** that have not been modified from the **Vehicle** manufacturer's original specifications, unless such coverage is otherwise excluded by the terms of this **Agreement**.

**New Hampshire:** In the event that **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at: 21 South Fruit Street-Suite 14, Concord, NH 03301, (603) 271-2261 or call (800) 852-3416.

**New Jersey:** A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of the request for refund to **Us**. Prior written notice of a cancellation by **Us** is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation or omission or a substantial breach of contractual obligations by **You**.

**New Mexico:** A ten percent (10%) penalty per month will be added to a refund that is not paid within sixty (60) days of the request for refund to **Us**.

**New York:** A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the receipt of the cancellation request.

**North Carolina:** The seller of this **Coverage** is required to inform **You** of any warranties available to **You** without this **Agreement**. No **Agreements** may be cancelled by the Seller or **Administrator** prior to the expiration of the term as stated in the **Agreement** without **Your** consent, except in the case of nonpayment of the **Agreement** price, a material misrepresentation related to this **Agreement** made by **You** or any other act by **You** constituting a breach of duty under this **Agreement**. **You** may cancel at any time and receive a pro rata refund less any claims paid on the **Agreement** and a reasonable administrative fee not to exceed ten percent (10%) of the pro-rata refund. The term of this **Agreement** for cancellation purposes will be based on the date **You** purchased **Your Vehicle** and the **Vehicle** mileage on the date purchased.

**Oklahoma:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Cancellation: If **You** cancel this **Agreement** within thirty (30) days of the sale date, **We** will refund the full amount paid. If the **Agreement** is cancelled

by **You** after the first thirty (30) days, return of premium shall be based upon one hundred (100%) percent of the unearned pro-rata premium less a service charge of ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50.00), whichever is less, and less any paid claims. **Disclosure Statement:** Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. **Commercial Use:** Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts. Coverage will be extended for forty five (45) days and 1,000 miles from the expiration of the term selected. Disputes will be processed through the judicial system. The term "etc." is stricken throughout the **Agreement**.

**South Carolina:** Any unresolved complaints or questions about this **Agreement** may be addressed to: South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (803) 737-6160. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the service contract to the provider.

**Texas:** If repairs have not been performed, a verified claim for reimbursement for authorized service performed by an **Authorized Repair Facility** has not been paid within sixty (60) days or a refund has not been paid within forty five (45) days after the date on which the **Agreement** is canceled, **You** may file a claim with the insurance company directly at: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206. The following provisions are added: **Notice: Any unresolved complaints or questions concerning the regulation of service agreement providers or administrators may be addressed to: Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, Telephone (800) 803-9202 or (512) 463-6599. RIGHT TO RETURN AGREEMENT: YOU HAVE THE RIGHT TO RETURN OR VOID THIS AGREEMENT. YOU MAY RETURN THE AGREEMENT WITHIN TEN (10) DAYS AFTER THE DATE OR DELIVERY, IF THE AGREEMENT IS DELIVERED TO THE SERVICE CONTRACT HOLDER AT THE TIME OF SALE, OR TWENTY (20) CALENDAR DAYS AFTER THE DATE WE MAIL A COPY OF THE AGREEMENT OR IF IT IS PROVIDED TO YOU AT THE TIME OF SALE. IF YOU RETURN THIS AGREEMENT WITHIN THE APPLICABLE TIME PERIOD, THE AGREEMENT SHALL BE VOID AND WE, WILL REFUND THE ENTIRE AGREEMENT PURCHASE PRICE WITHIN FORTY-FIVE (45) DAYS. Cancellation by Us: If We cancel this Agreement, We will mail a written notice to You at Your last known address contained in Our records at least six (6) days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. We will not send You advance notice if the reason for cancellation is non-payment of the Agreement price, a material misrepresentation by You to Us or a substantial breach of duties by You relating to the Vehicle or its use. A ten percent (10%) penalty of the amount outstanding will be added to any cancellation refund under this Agreement not made within forty-five (45) days of receipt of cancellation request by Us.**

**Utah:** This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Coverage** afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. Arbitration in Utah is binding and shall be in compliance with the "Utah Uniform Arbitration Act" (78B-11-101). In Utah, arbitration does not have to take place within sixty (60) days of the filed loss. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS JUDGMENT IN ANY COURT OF PROPER JURISDICTION. **Agreement Coverage:** Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. The Cancellation provision is amended to abide by the Utah Code 31A-21-303. Cancellation of this **Agreement** at any time is effective no sooner than thirty (30) days from the delivery or first-class mailing of a written notice to **You**. This **Agreement** cannot be voided for any reason and may only be cancelled with proper notice. **You** may purchase this **Agreement** through payment up front or through installment payments.

**Washington:** **You** may contact Virginia Surety Company at any time. The following provisions of **Your Agreement** are hereby amended with the following pursuant to the Revised Code of Washington 48.110.075: Cancellation: **You** may cancel and return this **Agreement** and receive a refund of the full purchase price by returning it to the **Administrator** within nine (9) days or less, if no claim has been made. If after nine (9) days and no claim has been made, **You** may cancel and return this **Agreement** for full purchase price, less a cancellation charge of \$25.00. If after thirty (30) days, and a claim has not been made, the refund will be determined on a pro-rata basis, which is the greater of usage of miles or months from the start of the **Agreement** term to the expiration terms, less a cancellation charge of up to twenty five dollars (\$25.00). If **You** cancel and return this **Agreement**, the **Agreement** is void from the beginning and the parties are in the same position as if no **Agreement** had been issued. Any claim paid or incurred may be deducted from the amount of the cancellation refund. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of return of the **Agreement** to the provider. Cancellation by Us: We will not deny a claim based upon **Your** failure to properly maintain the **Vehicle**, UNLESS the failure to maintain the **Vehicle** involved the failed part or parts. Arbitration: Any decision reached by Arbitration shall be binding upon both **You** and AGWS. If this **Agreement** is found to be subject to Arbitration the proceeding will take place in the state of Washington near **Your** residence. If this **Agreement** is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in the State of Washington. Both Parties hereby waive the right to a jury trial in any such proceeding. The implied warranty of merchantability on the motor **Vehicle** is not waived if the **Agreement** has been purchased within ninety (90) days of the purchase date of the motor **Vehicle** from a provider who also sold the motor **Vehicle** covered by this **Agreement**. \_\_\_\_\_(You must initial here). By initialing, **You** acknowledge the review and understanding of the above disclosures and the contract including, coverage, maintenance requirements, duty to protect against further damage, claim procedures, covered parts and labor, time/mileage limitations, exclusions, and cancellation provisions. Service of Suit: The commissioner is the attorney to receive service of legal process in action, suit or proceeding in court.

**Wisconsin:** THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The **Agreement Administrator** and **Obligor** is American Guardian Warranty Services of Wisconsin, Inc., P.O. Box 768, Warrenville, Illinois 60555; (800) 579-2233. Cancellation: If We do not pay or credit a refund within 45 days after the return of a service contract to the provider, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding which will be added to the amount of the refund. Our rights of ownership to salvaged parts shall become effective only after **You** have been fully compensated for damages or repairs under this **Agreement**. Our rights to subrogation under this **Agreement** are not valid until **You** have been made whole and fully compensated for damages. Note: In Wisconsin, the arbitration provision is amended to provide for non-binding arbitration upon the agreement of both parties.

**Wyoming:** Litigation is required to be in the state of Wyoming. The lienholder/financial institution is not considered a party to the **Agreement** and is not permitted to cancel the **Agreement** (except for repossession or destruction of **Vehicle**) or have settlement of a claim applied to reduce any unpaid, outstanding balances that have been financed. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use.