



Agreement No. _____

Information Page

I. Customer Information

Last Name		First Name		MI
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 Odometer Mileage
Vehicle Identification Number (VIN)	Vehicle Purchase Date	Vehicle Purchase Price	Agreement Purchase Price

V. Agreement Information

Deductible (Per Repair Visit) <input type="checkbox"/> \$0 Agreement Purchase Date: _____	Term Selected Months: _____ Miles: _____	Optional Coverage (Must be Selected on Agreement Purchase Date) <input type="checkbox"/> Commercial Use <input type="checkbox"/> Modified Vehicle <input type="checkbox"/> Mobility Coverage <input type="checkbox"/> Snow Plow
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This **Agreement** begins on the **Agreement Purchase Date** and zero (0) miles. The **Agreement** ends after the number of months identified above have passed from the **Agreement Purchase Date** or when the miles indicated above have been reached on the **Vehicle** odometer, 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**. **You** have reviewed this **Information Page** and declare that the information is correct. **AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS. PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO PURCHASE OR FINANCE A VEHICLE. THIS AGREEMENT IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY AND IS NOT AN INSURANCE CONTRACT.**

Customer Signature (Customer/You/Your) _____

Purchase Date _____

Selling Dealer Representative - Signature _____

If no term and mileage has been indicated in the section titled TERM SELECTED, then coverage will be in effect for 24 months/24,000 miles, whichever occurs first. 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
CLAIMS: 800.579.2233 | ROADSIDE ASSISTANCE: 866.330.7623
TO START A CLAIM GO ONLINE TO AGWSINC.COM

COVERAGE

We will cover the necessary Costs of repairs for any Breakdown to Your Vehicle, except for those items and terms listed under Exclusions-What Is Not Covered. Included in this coverage is the replacement of covered parts resulting from the gradual reduction in performance due to normal wear and use, when the wear exceeds the manufacturer's specifications. A part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction or failure of any non-covered parts.

1. **BRAKE PAD COVERAGE:** Covers the replacement of one (1) set of front and rear brake pads or shoes.
2. **BATTERY COVERAGE:** Covers the replacement of one (1) battery or the difference between the manufacturer's pro-rated reimbursement and the total cost of the battery.
3. **HEADLAMP COVERAGE:** Covers the unlimited replacement of headlamps (**impact damages are not covered**).
4. **BELTS AND HOSES COVERAGE:** Covers the replacement of the engine drive belts and hoses including only the following named parts: vacuum pump belt, serpentine belt, power steering belt, alternator belt, supercharger belt, AIR pump belt, air conditioner belt, water pump belt, heater hose, bypass hose, throttle body hose, upper and lower radiator hoses, air conditioning hose, power steering pressure and return hose, AIR hose - emissions, washer hose, vacuum hoses and fuel hoses.
5. **WINDSHIELD WIPER BLADE COVERAGE:** Covers the replacement of one (1) set of windshield wiper blades and/or inserts.
6. **ELECTRICAL COVERAGE:** Covers the unlimited replacement of fuses, interior and exterior light bulbs including: turn signal bulbs, engine compartment lights, running lights, fog lights, stop lights, backup lights, license plate lights, parking lights, trunk light, dome light, courtesy light, visor light, map light and glove box light.
7. **WHEEL ALIGNMENT COVERAGE:** Covers one (1) wheel alignment (**either a two-wheel alignment or a four-wheel alignment**).
8. **DIAGNOSTIC COVERAGE:** We will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered Breakdown, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**
9. **RELATED DAMAGE:** We will pay for the replacement of brake pads, belts and hoses that are damaged and require replacement as a direct result of a covered Breakdown, including disc brake rotor and brake drum resurfacing.
10. **FLUID COVERAGE:** We will pay for the replacement of necessary fluids, oils, greases, lubricants and approved air conditioning refrigerant that must be replaced in conjunction with a covered Breakdown. **THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.**

OPTIONAL COVERAGE

- **COMMERCIAL USE COVERAGE:** When selected on the Information Page, We will cover repairs subject to the following conditions: *Eligible Vehicles:* passenger cars, light trucks and vans up to and including one ton trucks used for: route sales and/or route service, inspections, maintenance or repair purposes, carrying tools to a job site, farming and ranching. If towing, the Vehicle must be equipped with the manufacturer's installed towing package and not specifically excluded under *Ineligible Vehicles*. *Note: Extra Maintenance is Required:* The owner must perform the manufacturer's "Severe Duty" maintenance service schedule in the manufacturer's owner's manual and provide receipts proving the required maintenance was performed in the event of a claim. *Ineligible Vehicles:* Multiple driver vehicles and any vehicle used for commercial hauling, delivery, shuttle, taxi/ride sharing services or limousine service, police, law enforcement or emergency services, security services, snow plowing, cable or line installation or removal, any rental vehicle, vehicles equipped with flat beds, dump beds, commercial towing equipment, lifting or hoisting equipment, step vans, high cube vans or box bodies. Vehicles used for carrying or towing payloads in excess of manufacturer specifications are also not eligible.
- **MODIFIED VEHICLE:** When selected on the Information Page, We agree to waive the Agreement exclusion found in section titled "Exclusions - What is Not Covered" Section A - number 10 stating: "10. A Breakdown caused by or involving modifications, alterations or additions to Your Vehicle unless those modifications, alterations or additions were performed or recommended by the original Vehicle manufacturer" and Section B - number 5 stating: "5. Your Vehicle is modified from the Vehicle manufacturer's original specifications regardless of who and when the modifications were made." *Eligibility:* Modified Vehicle coverage is only available for a Vehicle with an altered suspension height (limited to a lift of 6" or less or a drop of 3" or less) and/or oversized tires (limited to a maximum tire diameter of 4" over the original Vehicle manufacturer standard tire size). Any suspension alterations or tires outside of the parameters outlined herein are NOT eligible for coverage under this Agreement.
- **MOBILITY COVERAGE:** When selected on the Information Page, We agree to provide coverage for the Breakdown of factory or factory authorized and installed mobility equipment. This coverage is limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **All parts must have been installed in the Covered Vehicle by an authorized licensed factory mobility equipment company.**
- **SNOW PLOW:** (Only available for Vehicles with up to 15,000 miles on the Agreement Purchase Date. Snow Plow and Commercial Use must be selected on the Information Page). Vehicle must be ¾ or 1 Ton and equipped with the manufacturer installed snow plow prep package. Coverage does not extend to the snow plow equipment, including but not limited to: lifting system (manual or hydraulic), mounting system, auger feed system, snow plow blade, frame, attachment bar, wiring, lighting and controls. This option is intended to provide Breakdown coverage only to the Vehicle when a snow plow has been mounted.

ADDITIONAL BENEFITS

- **TOWING ASSISTANCE:** If towing assistance becomes necessary due to the Breakdown of a covered component, towing Costs not payable by insurance will be covered for up to \$100.00 per occurrence.
- **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 \$35.00 per day, for five (5) days, not to exceed \$175.00 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.
- **TRIP INTERRUPTION ASSISTANCE:** When a covered Breakdown disables Your Vehicle and the repairs are completed more than 100 miles away from Your residence, We will reimburse You for lodging and meal expenses incurred by You between the date of the Breakdown and the date on which covered repairs are completed. You will be reimbursed for actual expenses up to \$75.00 per day, for three (3) days, not to exceed \$225.00 per occurrence. Receipts are required for reimbursement.
- **NATION SAFE DRIVERS-ROADSIDE ASSISTANCE:** Nation Safe Drivers benefits are provided for the term of the service Agreement for up to \$100.00 per occurrence under a separate Agreement. You are entitled to one (1) Roadside Assistance service per 72-hours. Roadside Assistance Benefits are only available when the service Agreement

has been reported and paid to the **Administrator**. The following benefits are available: 1. **Towing Assistance**: When towing is necessary, the **Covered Vehicle** will be towed to the destination of **Your** choice. 2. **Battery Service**: If a battery failure occurs, a jump-start will be applied to start the **Covered Vehicle**. 3. **Flat Tire Service**: Tire service includes removal of the flat tire and its replacement with the **Covered Vehicle's** spare tire. 4. **Emergency Fluid/Fuel Delivery Service**: An emergency supply of coolant, oil, water or fuel will be delivered for **Your Covered Vehicle** if **You** have an immediate need. **You** must pay the **Cost** of the actual fluid or fuel when delivered. 5. **Lock-Out Assistance**: If **Your** keys are locked inside the **Covered Vehicle**, assistance will be provided to gain entry to the **Vehicle**. Reimbursement: In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. **Your** reimbursement for towing is \$100.00. Reimbursement for any other roadside service including lock-out assistance is \$100.00. **You** must send **Your** original receipted roadside bills along with a completed claim form to: Nation Safe Drivers, Attn: Claims, 800 Yamato Road, Suite 100, Boca Raton, FL 33431. Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free at 1-888-684-9327.

- **AGREEMENT TRANSFERABILITY**: In the event that **You** sell the **Covered Vehicle** to another private party, **You** may apply for transfer of coverages to the new owner. See Terms and Conditions for necessary procedures.

For Towing and Roadside Assistance You must contact Nations Safe Drivers prior to receiving assistance at 1-866-330-7623.

Provide Your service Agreement number located at the top right hand corner of the Information Page.

Provide the Producer Code – 46547 and Plan Letter “AB”.

WHAT TO DO IF REPAIRS ARE NEEDED

If **Your Vehicle** is within 40 miles of the Selling Dealer and they have service facilities, **You** must deliver **Your Vehicle** to the Selling Dealer. If **Your Vehicle** is unsafe and needs to be towed, contact **Nation Safe Drivers** at 1-866-330-7623 to arrange towing service. Provide the **Selling Dealer** with **Your Agreement** number, direct them to call the **Administrator** for repair authorization at 1-800-579-2233 and authorize them to diagnose the failure. If **Your Vehicle** is more than 40 miles from the **Selling Dealer**, is unsafe to drive and needs to be towed, contact **Nation Safe Drivers** at 1-866-330-7623 to arrange towing service. Otherwise, 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 1-800-579-2233.

Emergency Repair - If a covered part has a covered **Breakdown** at any time outside of the Claims Department regular business hours, **You** may take one of the following steps:

- Wait until regular business hours and then follow the normal claims procedure outlined above.
- 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 reimbursement under this Agreement.

Call Toll Free at 1-800-579-2233 for Instructions and Repair Authorization or visit www.agwsinc.com and click “File a Claim” to start a claim.

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**. Important: State Guidelines and Regulations where Agreement was sold take precedence over these Terms and Conditions.

DEFINITIONS:

Administrator, Obligor, Our, Us and We - means American Guardian Warranty Services, Inc., except in the states of Louisiana and Florida where it means American Guardian Warranty Services of Florida, Inc. (Florida License #60116) and in the state of Wisconsin where it means American Guardian Warranty Services of Wisconsin, Inc. **Our** mailing address is PO Box 768, Warrenville, IL 60555; and **Our** toll-free telephone number is 1-800-579-2233. **Our** website address is www.agwsinc.com.

Agreement - means the service Agreement that is a contract between **You** and **Us**.

Agreement Purchase Date – means the date **You** purchased this Agreement shown on the Information Page.

Agreement Purchase Price – means the amount **You** paid for this Agreement shown on the Information Page.

Breakdown or Mechanical 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. **IF THE BREAKDOWN IS COVERED UNDER ANY OTHER WARRANTY, SERVICE POLICY, RECALL OR REPAIR ADJUSTMENT, WE WILL PAY THE COST DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS AGREEMENT AND THE PAYMENT DUE PROVIDED UNDER THE OTHER COVERAGE.**

Commercial Use Vehicle – means a vehicle registered to a business and/or used for business purposes. Unless identified on the Information Page, Commercial Use Vehicle(s) are expressly excluded from coverage under this Agreement.

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.

Deductible - means the amount that **You** must pay for covered repairs per repair visit as indicated on the Information Page of this Agreement.

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 and Your - means the purchaser identified on the Information Page of this Agreement.

INSURANCE STATEMENT: Our obligations are guaranteed by an insurance policy 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 RESPONSIBILITIES:

1. You must 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 service, You must retain original receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and mileage when the services were performed. In the event of a claim or transfer request, You may be required to submit these receipts. 2. Use all reasonable means to protect Your Vehicle from further damage when a Breakdown occurs. 3. You must authorize necessary labor time for the repairer to diagnose a Breakdown. 4. Direct the repair facility to call the Administrator at 1-800-579-2233 to report a claim. You must obtain Repair Authorization from the Administrator prior to repairing any covered component. 5. To receive reimbursement for Your authorized claim You must 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; C) Where applicable, copies of original towing or rental bill with proof of payment.

OUR RESPONSIBILITIES: Subject to the Coverage Level and Deductible selected on the Information Page of this Agreement, the Limits of Liability and items found under Exclusions-What Is Not Covered, the Administrator will reimburse for the Cost of necessary repairs. The Administrator reserves the right to inspect Your Vehicle to evaluate covered repairs.

EXCLUSIONS-WHAT IS NOT COVERED (Section A): Where permitted by State Requirements the following are not covered (See State Requirements):

1. **Pre-Existing Condition(s).**
2. For damage to a covered component caused by the failure of a component not listed as covered under this Agreement.
3. 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.
4. Repairs beyond those required to correct a Breakdown.
5. Any covered repair not authorized in advance by Us.
6. Damage caused by continued operation of an impaired Vehicle.
7. Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.
8. Overloading the Vehicle beyond the manufacturer's recommended capacity.
9. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason.
10. 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.
11. A Breakdown caused by or related to towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
12. Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, oxidation, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.
13. Repairs made outside the United States and Canada.
14. Repairs required because of: fraud, collision, abuse, negligence, neglect, misuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God or, loss that is normally covered by Casualty Insurance.
15. The Cost of teardown, disassembly or assembly when a Breakdown is not covered by this Agreement.
16. Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage.
17. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees.
18. Service adjustments and cleaning, reprogramming not related to the repair of a covered Breakdown, alignment (except as noted under #7 - Wheel Alignment Coverage) not related to a covered repair. Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered component. Batteries (after 1 replacement), belts and hoses (not listed in #4 - Belts and Hoses Coverage), all lines, all filters and PCV. Ignition wires, distributor cap, spark plugs, glow plugs, tune ups, wiper blades (after 1 replacement as noted under #5 - Windshield Wiper Blade Coverage), tires, wheels, wheel covers, wheel balancing, MacPherson Struts or Suspension Struts, shock absorbers, disc brake pads (after 1 replacement as noted under #1 - Brake Pad Coverage), brake shoes (after 1 replacement as noted under number #1 - Brake Pad Coverage), brake rotors (except as noted under #9 - Related Damage Coverage), brake drums (except as noted under #9 - Related Damage Coverage), manual clutch disc/pressure plate, pilot and throw out bearing and clutch slave cylinder. Fuses, light bulbs (except as noted under #6 - Electrical Coverage), sealed beams (except as noted under #3 - Headlamp Coverage), HID & LED bulb (except as noted under #6 - Electrical Coverage), sand lenses, exhaust system including catalytic converter(s). Storage, freight charges, shop supply charges, miscellaneous charges, document charges, hazardous waste charges, repairs to retrofit or replace parts due to compliance with any law or legislation.
19. Glass, body structure, frame, bright metal, bumpers, sheet metal. Exterior door handles, hinges. Moldings, ornamentation, paint. Repairs or adjustments to correct squeaks, air, wind and water leaks. Weather-strips, body sealants, glass and body adhesives. Vinyl tops, convertible tops and plastic/glass window panels, buttons, knobs, upholstery, trim, carpeting and floor coverings, mats, dash pads, console, air bag(s), side view and rear view mirror housing and glass, reflector, vanity mirror, audio/video headphones, radar detectors, cellular phones, CB radio. Physical construction or structure/flooring, doors, windows or alterations or upgrades (including, but not limited, to those from a Mobility package) resulting from covered repairs. Non-manufacturer installed: internet access systems, GPS, satellite communications, navigation systems, service transceiver and controls. Anti-theft devices, radios, CD, DVD players, their monitors and controls, graphic equalizer, amplifier and speakers, TV. Fasteners unless required for the repair of a covered component.
20. Any keys or remotes other than those received at time of the original delivery of the Vehicle.
21. All components not originally installed by the Vehicle manufacturer that modify the use of the Vehicle for snow plowing.
22. Modified Engine Control Module (ECM) programming, ECM chips, programmers, modified Engine Control Units (ECU(s)) or specialized reprogramming that alters the performance attributes of original equipment drivetrain components or renders emissions controls inoperative unless recommended by the original Vehicle manufacturer for on street use.
23. Coverage for the Mechanical Failure of a modified component substituting for the operation of a component designed and installed by the original Vehicle manufacturer.

Warranty of Merchantability and Warranty of Fitness for a Particular Purpose are expressly excluded.

EXCLUSIONS-WHAT IS NOT COVERED (Section 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 deliveries, commercial hauling, postal service, taxi/ride sharing services, police or other emergency services. If Your Vehicle is used for Commercial Use and the Commercial Use box is not checked on the Information Page, You will not be provided benefits under this Agreement.
4. Your Vehicle is used for 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. For fraudulent representations to obtain this Agreement or presenting a claim under this Agreement.
7. Your Vehicle is identified as a Gray Market Vehicle, Total Loss, Salvaged, Rebuilt, Flood Damaged or where the odometer reading is beyond mechanical limits.
8. If Your Vehicle is equipped with a snow plow and if the Snow Plow Equipment checkbox and Commercial Use surcharge box are not checked on the Information Page, You will not be provided benefits under this Agreement.

LIMIT OF LIABILITY: Per Repair Visit: The Administrator's limit of liability for any one-repair visit shall in no event exceed the Actual Cash Value of Your Vehicle at the time of said repair visit according to the most recently published NADA Guide for Retail Value.

AGGREGATE LIMIT OF LIABILITY: The total of all benefits paid or payable while this Agreement is in force shall not exceed the Vehicle Purchase Price You paid for the Vehicle (excluding tax, title, license fees and financing charges) at the time of purchase.

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 but 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 (unless another neutral organization is agreed upon by the parties), 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 related to arbitration may be obtained by contacting the Administrator at 1-800-579-2233 or via written request to Administrator, P.O. Box 768, Warrenton, Illinois 60555. 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.** The arbitration provision is deleted in its entirety in the following states: California, Florida, Georgia, Mississippi, Nebraska, New Hampshire, Nevada, Oklahoma, Oregon, Wisconsin and Wyoming.

AGREEMENT PERIOD: The time and mileage limit of the Term Selected start on the Agreement Purchase Date on the Information Page and at zero (0) miles. The Agreement shall terminate when the length of time or total accumulated mileage exceeds the Term Selected as described on the Information Page, whichever occurs first.

CANCELLATION: In the event Your Vehicle is repossessed, declared a total loss, or, You give notice of cancellation, 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 statement certifying the current Vehicle odometer reading.
2. If Your Vehicle and this Agreement have been financed, the Lienholder may cancel this Agreement for nonpayment, or if Your Vehicle has been declared a total loss or has been repossessed. The cancellation 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 Agreement Purchase 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 Agreement Purchase Price, whichever is less, in Alaska; \$25.00 or 10% of the Agreement 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 Agreement Purchase Price, whichever is less, in Illinois; \$50.00 or 10% of the Agreement Purchase Price, whichever is less, in Maine; \$50.00 or 10% of the Agreement Purchase Price, whichever is less, in Mississippi; \$25.00 in Nevada; \$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 Agreement Purchase Price, whichever is less, in Oklahoma; \$25.00 in Washington; and \$50.00 or 10% of the Agreement Purchase Price, 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 precedence 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.)

CANCELLATION BY US: We may cancel this Agreement for nonpayment, material misrepresentation or fraud by You. If We cancel this Agreement, notice outlining the specific nature or reason for cancellation and the effective date of cancellation will be mailed to You. If We cancel for material misrepresentation or fraud, You will receive a pro rata refund of the Agreement Purchase Price based on the greater days in force or miles driven based on the term of the plan selected and the date coverage begins.

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. 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 owner's name, address and telephone number; 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:

- 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.
- This Agreement is not an insurance contract or policy.
- 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.
- **Payment Plan:** If this Agreement was purchased on a payment plan, failure to make timely payments will result in cancellation with no refund due (unless state law mandates otherwise). Where permitted by state law, the settlement of any claim may first be applied to reduce any unpaid, outstanding balance on an Agreement that has been purchased on a payment plan.

STATE REQUIREMENTS

If this Agreement was purchased in any of the following states, the Agreement is amended as indicated 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**. Cancellation by **Us**: We will provide written notice five (5) days prior to cancellation. Notice is not required if cancellation is due to nonpayment or material misrepresentation by **You**.

ALASKA: 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**. The right to void **Your** account is not transferable, and applies only to the original **Agreement** purchaser. Cancellation by **Us**: We will provide written notice at least five (5) days prior to cancellation. Notice is not required if cancellation is due to nonpayment, fraud, or material misrepresentation by **You**. The Insurance Statement is amended to add: If the provider fails to provide a covered service under the terms of the motor vehicle service contract within 30 days after the service contract holder notifies the provider of the claim, the service contract holder is entitled to apply directly to the insurer for payment of the provider's obligation.

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 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: The arbitration provision is deleted in its entirety. American Guardian Warranty Services, Inc.'s California License number is OC73808. 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 or access the department's website at www.insurance.ca.gov. 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. **We** are liable for any claim reported prior to the effective date of cancellation and covered by the **Agreement**. 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 prorated based on elapsed time. 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 months remaining. Cancellation by **Us**: 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 purchase price of the **Agreement** within thirty (30) days of the date of cancellation. 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. Locksmith services are offered on a limited basis as part of the emergency road service benefit. **We** are the **Obligor** for roadside assistance; however, the services are delegated to Nation Safe Drivers. In the event **You** have any issues with claims or complaints related to service provided by Nation Safe Drivers, please contact **Us** at (800) 579-2233.

COLORADO: Our obligations are insured by Virginia Surety under policy number 3312. Please refer to the insurance statement for additional information.

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, destroyed or **You** give notice of cancellation, **You** may cancel this **Agreement** subject to the cancellation provisions of this **Agreement**. In the event that **We** cease to operate or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, **You** may file a claim directly by writing or calling Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206.

FLORIDA: The **Agreement Obligor** is American Guardian Warranty Services of Florida, Inc. (FL License #60116) PO 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** are excluded from coverage. Modifications to the **Vehicle made by You** results in rejection of coverage under this **Agreement**. Repairs when the **Covered Vehicle's** odometer has been altered or tampered with *while owned by You* are excluded from coverage. 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 nonpayment 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 cancelled for nonpayment. The finance company/**Lienholder** is not considered a party to the contract and may only cancel the **Agreement** in the event of a total loss or repossession.

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. Cancellation by **Us:** We will provide written notice five (5) days prior to cancellation. Notice is not required if cancellation is due to nonpayment, material misrepresentation, or a substantial breach of duties on **Your** part.

IDAHO: Coverage afforded under this contract is not guaranteed by the Idaho Insurance Guaranty Association.

ILLINOIS: Wear and Tear 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) 281-5705, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738. Cancellation: If **You** cancel this **Agreement**, **We** will mail **You** a written notice of termination within fifteen (15) days of the date of termination. 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**.

MAINE: This **Agreement** is not subject to regulation as an insurance contract. 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**. The right to void **Your** account is not transferable, and applies only to the original **Agreement** purchaser. 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. In the event **We** fail to provide services or reimbursement related to a covered **Breakdown** under this **Agreement**, **Your Agreement** will be automatically extended to provide coverage or reimbursement for the specific covered **Breakdown** that occurred prior to the expiration of **Your Agreement**. 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**. The right to void **Your** account is not transferable, and applies only to the original **Agreement** purchaser.

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: The venue for any arbitration is required to be in 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**. The right to void **Your** account is not transferable, and applies only to the original **Agreement** purchaser. Cancellation by **Us:** **We** will provide **You** with fifteen (15) days written notice prior to cancellation. **We** will provide **You** with five (5) days written notice if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, material misrepresentation or a substantial breach of duties by **You**.

MISSISSIPPI: 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**.

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**. **NOTICE: THIS AGREEMENT IS NOT AN INSURANCE CONTRACT.**

MONTANA: Cancellation by **Us:** **We** will provide written notice five (5) days prior to cancellation. Notice is not required if cancellation is due to nonpayment, material misrepresentation or a substantial breach of duties by **You**.

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

NEVADA: Cancellation: In the Cancellation section the term Administrative Fee is deleted and replaced with Cancellation Fee. 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.270. 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:** If **We** cancel **You** will receive a pro rata refund of the **Agreement Purchase Price** based on the days in force, the term of the plan selected and the date coverage begins. The cancellation is not effective until fifteen (15) days after notice of cancellation is mailed to **You**. **Agreement Renewal:** This **Agreement** is not renewable. If **Your Vehicle** is modified from the **Vehicle** manufacturer's original specifications, this **Agreement** will not provide coverage for the modifications or the modified parts. However, this **Agreement** will not exclude all coverage on **Your Vehicle**. This **Agreement** will continue to provide any applicable coverage to parts 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**. **We** will provide five (5) days written notice prior to cancellation. Prior written notice of a cancellation by **Us** is not required if the reason for cancellation is nonpayment 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**. The right to void **Your** account is not transferable, and applies only to the original **Agreement** purchaser. Cancellation by **Us:** **We** will provide fifteen (15) days written notice prior to cancellation.

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. Cancellation by **Us:** **We** will provide fifteen (15) days written notice prior to cancellation. Notice is not required if cancellation is due to nonpayment, material misrepresentation, or substantial breach of duties by **You**.

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 or \$50, whichever is less. The term of this **Agreement** for cancellation purposes will be based on the date **You** purchased **Your Vehicle**.

OHIO: This contract is not insurance and is not subject to the insurance laws of this state.

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. Disputes will be processed through the judicial system. American Guardian Warranty Services, Inc. license number is 44197931.

OREGON: **We** are the **Obligor** for roadside assistance; however, the services are delegated to Nation Safe Drivers. In the event **You** have any issues with claims or complaints related to service provided by Nation Safe Drivers, please contact **Us** at (800) 579-2233.

SOUTH CAROLINA: Any unresolved complaints or questions about this **Agreement** may be addressed to: South Carolina Department of Insurance, PO 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. Cancellation by **Us:** **We** will provide fifteen (15) days written notice prior to cancellation. Notice is not required if cancellation is due to nonpayment, material misrepresentation, or a substantial breach of duties by **You**.

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 cancelled, **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.** 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 nonpayment 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 Guaranty Association. **The Arbitration section is amended to add:** 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 Exclusions – What Is Not Covered section is amended to add:** 6. Any covered repair not authorized in advance by **Us** with the exception of emergency repairs. The Cancellation provision is amended to abide by the Utah Code 31A-21-303. **The Cancellation by Us section is amended to add:** 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**. Cancellation for nonpayment of premium is effective no sooner than ten (10) days after delivery or first-class mailing of a written notice to the policy holder. 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. **The Insurance Statement section is amended to add:** Should **We** fail to pay or provide service on any claim within 60 days after proof of loss has been filed, **You** are entitled to make a claim against the insurance company.

WASHINGTON: The following provisions of **Your Agreement** are hereby amended with the following pursuant to the Revised Code of Washington 48.110.075: **Our** obligations are insured by Virginia Surety Company policy number #009. Please refer to the insurance statement for additional information. 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, 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. **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. **Our** subrogation rights exist only after **You** have been made financially whole according to Washington law.

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., PO 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. The right to void **Your** account is not transferable, and applies only to the original **Agreement** purchaser. If **We** cancel this **Agreement**, notice inclusive of an effective date, outlining the specific nature or reason for cancellation will be mailed to **You** at the last known address for **You** at least five (5) days prior to the cancellation date. **We** may charge an administrative fee for cancellation equal to ten (10%) percent of the provider fee. In the event of a total loss of the **Vehicle**, **You** shall be entitled to cancel the **Agreement** and receive a pro rata refund of the **Agreement Purchase Price** less claims paid. **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.