

## Information Page

### I. Customer Information

Last Name	First Name	MI
Address		
City	State	Zip
Phone	E-mail	

### II. Dealer Information

Name		
Address		
City	State	Zip
Phone	E-mail	

### III. Lienholder Information

Name		
Address		
City	State	Zip

### IV. Vehicle Information

Year	Make	Model	Current Mileage
Vehicle Identification Number (VIN)	Vehicle Purchase Date	Agreement Purchase Date	Agreement Purchase Price
<b>Equipment-Features:</b> (Must be identified at time of sale) <input type="checkbox"/> Turbo/Supercharger <input type="checkbox"/> 4x4/AWD <input type="checkbox"/> Diesel <input type="checkbox"/> High Mileage Over 100K at time of sale <input type="checkbox"/> Modified/Lifted Vehicle			
<b>Optional Coverage:</b> <input type="checkbox"/> Commercial <input type="checkbox"/> Seals & Gaskets			

### V. Agreement Information

Term Selected <b>Requires a 90 day AND 1,000 Mile waiting period.</b> Months: _____ Miles: _____	<input type="checkbox"/> Base Coverage <input type="checkbox"/> Standard <input type="checkbox"/> Plus	<input type="checkbox"/> Extended Coverage <input type="checkbox"/> Standard <input type="checkbox"/> Plus	Coverage Start Date: _____ Coverage Start Mileage: _____
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**COVERAGE TERM:** Coverage begins 90 Days AND 1,000 miles from the date that the Agreement was purchased and expires upon the passing of the number of months specified herein or the number of miles (Current Mileage shown in Section IV plus 1,000 plus mileage shown in TERM SELECTED), whichever occurs first.

**OPTIONAL DAY ONE - 90 DAY COVERAGE TERM:** When selected on the Information Page and You pay the Optional Day One - 90 Day Coverage purchase price, We will provide You with an additional coverage term equal to the 90 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 - 90 Day Coverage term the Day One Coverage purchase price is non-refundable.

\_\_\_\_\_ Optional Day One - 90 Day Coverage Purchase Price.

### 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 Vehicle 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 per repair visit applies. I 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 coverage of this Agreement renders the Agreement invalid. All surcharges must be identified at the time of sale.

<b>Agreement Obligor/Administrator/Provider:</b> American Guardian Warranty Services, Inc. PO Box 768, Warrenville, IL 60555 844.812.2229	<b>Wisconsin Agreement Obligor/Administrator:</b> American Guardian Warranty Services of Wisconsin, Inc. PO Box 768, Warrenville, IL 60555 844.812.2229	<b>Florida &amp; Louisiana Obligor/Administrator:</b> American Guardian Warranty Services of Florida, Inc. (FL License #60116) PO Box 768, Warrenville, IL 60555 844.812.2229
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**AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS**  
**CLAIMS: 844.812.2229 | ROADSIDE ASSISTANCE: 888.838.1128**

**STANDARD COVERAGE:** (Includes those components listed under Assemblies 1 through 4) 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 (including replacement of all lost fluids), 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. **Seals and Gaskets, or any failure to any of the assemblies below are not covered under this Agreement.**

**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. **Diesel Engine Option:** When selected on the **Information Page**, the following additional stated components are covered: Diesel fuel injection pump, diesel metal fuel lines, diesel fuel injector. **Turbo/Supercharger Option:** When selected on the **Information Page**, the following stated components are covered: Turbo/Supercharger housing and all internal lubricated parts, including the waste gate and bypass valves.

**2. TRANSMISSION:** The following stated components are covered: Internal lubricated parts of manual or automatic transmissions/transaxles, including, oil pump, drums, planetary, sun gear and shell, shaft(s), bearings, shift rail, forks, flywheels/flex plates, and synchronizers. **Transmission/Transaxle case is not covered unless damaged by an above listed, internal, 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. DRIVE AXLE:** The following stated components are covered: Drive axle housing and internal, lubricated components, carrier case, gear sets, bearings, bushings, axle shafts, constant velocity joints (**except if boot was damaged, leaking or missing**), front and rear wheel hub bearings, limited slip clutch pack, drive shafts, drive shaft center support bearing and universal joints.

**PLUS COVERAGE:** (Includes those components listed under Assemblies 1 through 7)

**5. AIR CONDITIONING:** The following stated components are covered: AC Compressor, pulley and clutch.

**6. ELECTRICAL:** The following stated components are covered: Alternator, voltage regulator, starter motor and drive, starter solenoid, front windshield wiper motor, rear wiper motor, front/rear windshield washer pump(s), delay circuit board, relay and switch. Electronic ignition module, body control module, distributor, engine management control computer, spark control/anti-detonation sensor and controller. Power window motors and power window regulator, power door lock actuators, heated back glass element, wiring harnesses, horn(s), manually operated electric switches (**except audio/video control switches**). Controlling power door locks and windows, headlight switch, turn signal switch, wiper switch, cruise control engagement switch. Cruise control module, servo and transducer.

**7. BRAKES:** The following stated components are covered: Master cylinder, wheel cylinders, calipers, ABS speed sensor, ABS control module.

**ADDITIONAL BENEFITS:**

**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. 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.

**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** service contract and terminates on either the expiration date shown or at the expiration of **Your** service contract. **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 ("Road America Motor Club" or "RAMC").

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.

**OPTIONAL DAY ONE - 90 DAY COVERAGE TERM:** When selected on the **Information Page** and **You** pay the Optional Day One – 90 Day Coverage purchase price, **We** will provide **You** with an additional coverage term equal to the 90 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 - 90 Day Coverage term the Day One Coverage purchase price is non-refundable.**

**OPTIONAL SEALS AND GASKETS COVERAGE:** When selected on the **Information Page**, **We** agree to provide the following coverage: All Seals and Gaskets for named components **except when the cause of failure is the result of overheating, lack of lubrication or lack of required fluids.**

**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 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.

**EQUIPMENT VEHICLE FEATURES COVERAGE:**

**MODIFIED/LIFTED VEHICLE:** When selected on the **Information Page**, **We** agree to waive the **Agreement** exclusion found in section titled "Exclusions - What is Not Covered" Subsection 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 Subsection 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." Coverage is not included for the mechanical failure of a modified component substituting for the operation of a component designed and installed by the original **Vehicle** manufacturer. **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 are not covered unless recommended by the original Vehicle manufacturer for on street use.**

**Eligibility:** Modified/Lifted 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**.

Whenever oversized tires have been installed on the **Vehicle** and the **Vehicle's** odometer has not been recalibrated at the time of such installation in order to compensate for the oversized tires and give an accurate reading of elapsed mileage, the **Administrator** may require proper calibration and/or rely on a mathematical calculation to determine the true elapsed mileage.

**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 (844) 812-2229.

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:

- 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 coverage under this Agreement.**

Call Toll Free at (844) 812-2229 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**. **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 or 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, (844) 812-2229, facsimile (630) 790-6035.

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

**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. It does mean the gradual reduction in operating performance due to normal wear and use.

**Commercial Use** – means the operation or use of **Your Vehicle** as part of a business, whether for profit or not, or another enterprise.

**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 occurrence as indicated on the **Information Page** of this **Agreement**.

**Information Page** means page 1 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** 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 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 will be required to submit these receipts. 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. You must authorize necessary labor time for the repairer to diagnose a Breakdown. 4. Direct the repair facility to Call the Administrator at 844-812-2229 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:**

A. Where permitted by state requirements the following are not covered:

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, 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, 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.
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 not related to a covered repair. Carburetor, and throttle body. Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered component. Batteries, all belts, all hoses, all lines, all filters and PCV. Oxygen sensor, EGR valve, Evaporative control devices: bypass valve and solenoid, gas cap, canister vent and purge valve, air pump, charcoal canister, leak detection pump. Ignition wires, distributor cap, spark plugs, glow plugs, tune ups, wiper blades, tires, wheels, wheel covers, wheel balancing, MacPherson Struts or Suspension Struts, shock absorbers, disc brake pads, brake shoes, brake rotors, brake drums, manual clutch disc/pressure plate, pilot and throw out bearing and clutch

slave cylinder, light bulbs, sealed beams, HID & LED bulbs and 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 components due to compliance with any law or legislation.

19. Glass, body structure, frame, bright metal, bumpers, sheet metal. Exterior door handles, hinges, locks and latches. Moldings, ornamentation, paint. Repairs or adjustments to correct squeaks, air, wind and water leaks. Weatherstrips, 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), seat belts, side view and rear view mirror housing and glass, vanity mirror, audio/video headphones, radar detectors, cellular phones, CB radio. Non-manufacturer installed: internet access systems, GPS, satellite communications, navigation systems, service transceiver and controls. Anti-theft devices, radios, cassette, CD, DVD, VCR players, their monitors and controls, graphic equalizer, amplifier and speakers, TV. Fasteners unless required for the repair of a covered component.

20. Warranty of Merchantability and Warranty of Fitness for a particular purpose are expressly excluded.

B. Where permitted by State Law, 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. 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.

#### Limit of Liability:

**Base Coverage Limit of Liability:** The Limit of Liability per covered assembly over the term of the Agreement is as follows: **STANDARD COVERAGE:** ENGINE AND WATER PUMP – Three thousand dollars (\$3,000); DIESEL ENGINE OPTION – One thousand dollars (\$1,000); TURBO/SUPERCHARGER – Two thousand five hundred dollars (\$2,500); TRANSMISSION/TRANSAXLE – Two thousand dollars (\$2,000); TRANSFER CASE – One thousand five hundred dollars (\$1,500); DRIVE AXLE – One thousand five hundred dollars (\$1,500). **PLUS COVERAGE:** The Limit of Liability per covered assembly over the term of Agreement is as follows: AIR CONDITIONING – One thousand dollars (\$1,000); ELECTRICAL – One thousand five hundred dollars (\$1,500); BRAKES – One thousand dollars (\$1,000). The total of all benefits paid or payable while this Agreement is in force shall not exceed an aggregate amount of seven thousand five hundred dollars (\$7,500) or the actual cash value of the Vehicle, as determined by the most recent NADA Guide for Trade-In-Value at the time of failure, whichever is less.

**Extended Coverage Limit of Liability:** The Limit of Liability per covered assembly over the term of the Agreement is as follows: **STANDARD COVERAGE:** ENGINE AND WATER PUMP – Four thousand five hundred dollars (\$4,500); DIESEL ENGINE OPTION – One thousand dollars (\$1,000); TURBO/SUPERCHARGER – Two thousand five hundred dollars (\$2,500); TRANSMISSION/TRANSAXLE – Three thousand dollars (\$3,000); TRANSFER CASE – One thousand five hundred dollars (\$1,500); DRIVE AXLE – One thousand five hundred dollars (\$1,500). **PLUS COVERAGE:** The Limit of Liability per covered assembly over the term of Agreement is as follows: AIR CONDITIONING – One thousand dollars (\$1,000); ELECTRICAL – One thousand five hundred dollars (\$1,500); BRAKES – One thousand dollars (\$1,000). The total of all benefits paid or payable while this Agreement is in force shall not exceed an aggregate amount of nine thousand dollars (\$9,000) or the actual cash value of the Vehicle, as determined by the most recent NADA Guide for Trade-In-Value at the time of failure, whichever is less.

#### 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.

#### 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, Warrenville, 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, Florida, Georgia, Mississippi, Nebraska, New Hampshire, Nevada, Oklahoma, Oregon, Wisconsin and Wyoming.

#### Agreement Period:

**Optional Day One 90 Day Coverage Term:** This coverage term will begin on the Agreement purchase date and expire after the passing of the waiting period under this Agreement.

**Agreement Term:** This coverage term begins 90 days AND 1,000 miles from the date that the Agreement was purchased and expires upon the passing of the number of months specified on the Information Page or the number of miles (Current Mileage shown on the Information Page plus 1,000 plus the mileage shown in the TERM SELECTED on the Information Page), whichever occurs first.

**Cancellation by You:** 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 non-payment, 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. In the event of a cancellation upon repossession, the **Lienholder** will be 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 unearned provider fee, 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 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. In the event of cancellation upon repossession, the **Lienholder** will be 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.)

**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 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. 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 American Guardian Warranty Services, Inc.; (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; (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.

#### **Payment Plan Agreements:**

If this **Agreement** is purchased on a payment plan (separate from the **Vehicle** financing) failure to make timely payments will result in cancellation with no refund due as the payments are applied to the benefits provided. Should a claim arise before this **Agreement** is paid in full, the balance owed will be deducted from the claim payment.

#### **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.**
- **This Agreement is a vehicle service contract between You and Us. It is NOT an insurance policy, warranty or guaranty.**

#### **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**. 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**.

**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:** 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. If service **Contract** holder purchases the **Commercial Use** Optional Coverage, then Exclusion (3) stating, "if service **Contract** holder's **Vehicle** is used for business, deliveries, construction, commercial hauling, postal service, taxi, police or other emergency services" is deleted in its entirety. No coverage is available for vehicles used for those purposes listed as ineligible under Optional Coverage - **Commercial Use**. Coverage will be extended for ninety (90) days and 1,000 miles from the expiration of the term selected as well as the cancellation terms. Roadside assistance benefits are limited to benefits that arise as a result of a mechanical breakdown. **We** are the **Obligor** for road side assistance however the services are delegated to Brickell Financial Services Motor Club, Inc. d/b/a Road America Motor Club. In the event **You** have any issues with claims or complaints related to service provided by Road America Motor Club, 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, or destroyed, **You** may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**. Coverage will be extended for ninety (90) days and 1,000 miles from the expiration of the terms 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 thirty (30) day and 500 mile waiting period will apply. Coverage will be extended for thirty (30) days and 500 (five hundred) miles from the expiration of the term selected. 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.

**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, Suit, 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**.

**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. 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**. 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. Disputes will be processed through the judicial system. Coverage will be extended for (90) ninety days and (1,000) one thousand miles from the expiration of the term selected. American Guardian Warranty Services, Inc. license number is 861217.

**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 OF 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:** 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, 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. 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. **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. Brickell Financial Services Motor Club, Inc. d/b/a Road America Motor Club.

**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.

SAMPLE