



Motorhome/Trailer Coverage

Agreement No. _____

Information Page

I. Customer Information

Form with fields: Last Name, First Name, MI, Address, City, State, Zip, Phone, E-mail

II. Dealer Information III. Lienholder Information

Form with fields: Name, Address, City, State, Zip, Phone, E-mail (for both Dealer and Lienholder)

IV. Vehicle and Coverage Information

Form with fields: Year, Make, Model, Agreement Purchase Price, VIN, Agreement Purchase Date, Tire Make, Tire Model, Front Tire Size, Rear Tire Size, Coverage Effective Date, and Vehicle Type options (Motorhome/RV, Towable, Single-Axle, Multi-Axle, New, Used)

V. Agreement Information

Form with checkboxes for term lengths: 1 Year, 2 Year, 3 Year, 4 Year, 5 Year, 6 Year, 7 Year

VI. Customer Acknowledgment

I, (Customer/You) hereby acknowledge that the information contained above is, to the best of my knowledge, true. I (the undersigned) have reviewed the terms of this Agreement and understand the coverage, exclusions and maintenance requirements. AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS. This Agreement is not an automobile liability or physical damage insurance policy and is not an insurance contract. The purchase of this Agreement is not a requirement for the purchase, lease or financing of a covered vehicle.

Customer Signature (Your) _____ Purchase Date _____ Selling Dealer Representative Signature _____

Roadside Assistance services provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club with corporate offices located at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126. For Mississippi and Wisconsin customers services are provided by Brickell Financial Services Motor Club, Inc. For California customers services are provided by Road America Motor Club, Inc.

If no term and mileage has been indicated in the section titled **TERM SELECTED**, then coverage will be in effect for One (1) Year. Any modification, alteration or change to the printed terms, conditions or coverages of this extended service **Agreement** renders the **Agreement** invalid. You will be notified by the **Selling Dealer** and/or **Us** if the **Agreement** is ineligible for coverage.

Agreement Obligor/Administrator/Provider: American Guardian Warranty Services, Inc. PO Box 3538 Glen Ellyn, IL 60138 800.579.2233

Wisconsin Agreement Obligor/Administrator: American Guardian Warranty Services of Wisconsin, Inc. PO Box 3538 Glen Ellyn, IL 60138 800.579.2233

Florida & Louisiana Obligor/Administrator: American Guardian Warranty Services of Florida, Inc. (FL License #60116) PO Box 3538 Glen Ellyn, IL 60138 800.579.2233

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS
CLAIMS: 800.579.2233 | ROADSIDE ASSISTANCE: 855.522.2814
TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM

**MOTOR HOME/TOWABLE/TRAILER TIRE & WHEEL SERVICE CONTRACT PROTECTION
AGREEMENT TERMS, CONDITIONS AND CLAIM PROCEDURES**

TIRE & WHEEL COVERAGE

In the event a tire or wheel attached to the Covered Vehicle is damaged by a Road Hazard or as a result of operational or structural failure due to a defect in material or workmanship, this Agreement will reimburse You for the approved Costs associated with the repair or replacement of the damaged tire and/or wheel subject to the terms and conditions outlined herein. This Agreement also provides coverage for the tow Vehicle of a trailer or towable when the damage occurs while the trailer or towable is being towed.

1. If the tire and/or wheel can be repaired, Administrator will reimburse You for the approved costs associated with the repair including mounting, balancing, valve stems and taxes.
2. If the tire cannot be repaired or the wheel is damaged to the extent it fails to seal with the tire, Administrator will reimburse You for (1) an approved replacement tire and/or wheel of like, kind and quality up to three hundred fifty dollars (\$350) per tire and six hundred dollars (\$600) per wheel and (2) the approved costs associated with the replacement including mounting, balancing, and valve stems, up to twenty dollars (\$20) collectively, and taxes.
3. Replacement or aftermarket tires and wheels meeting the Covered Vehicle's manufacturer's size specifications will be covered for the remainder of the Agreement.
4. Road Side Assistance benefits subject to the following terms and conditions.
 1. Towing Assistance: When towing is necessary, as a result of disablement or collision, the Covered Vehicle will be towed to the nearest registered service facility up to the benefit limit of one hundred dollars (\$100) per occurrence or forty (40) miles, whichever is greater; or to any location of the Registered Customer's choice.
 2. Battery Service: If a battery failure occurs, a jump start will be applied to start the Covered Vehicle.
 3. Flat Tire Assistance: Service consists of the removal of the flat tire and its replacement with the spare tire.
 4. Fuel: An emergency supply of up to 3 gallons of fuel will be delivered at no additional cost.
 5. Oil, Fluid and Water Delivery Service: An emergency supply of oil, fluid and water will be delivered if You are in immediate need. Payment for these fluids is Your responsibility, due upon delivery.
 6. Lockout Assistance: If Your keys are locked inside of the Vehicle, assistance will be provided in gaining entry to the Vehicle.

FOR SERVICES CALL (855) 522-2814, 24 hours a day, 7 days a week (including holidays) to obtain assistance. Administrator: Road America, 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126.

The 24-hour Roadside Assistance services are available to You up to a \$100 per occurrence limit without any additional payments. You are not required to pay any sum, in addition to the Program Selling Price, for any covered services, as defined herein. The Registered Customer is responsible for any non-covered expenses. All of the services provided herein are applicable throughout the United States, Canada and Puerto Rico.

Road Side Assistance Exclusions

This is a 24-hour roadside assistance service and does not replace Your Automobile Physical Damage insurance policy. Services do not include towing on roads not regularly maintained (i.e. construction areas designated as not passable, sand beaches, open fields, forests etc.). Cost of parts, fluids, lubricants, cost of installation of products, material and additional labor relating to towing. Non-emergency mounting or removing of any tires, snow tires or chains. Tire Repair. Trucks over one-and-a-half ton capacity, taxicabs or other commercial or delivery vehicles. Any and all taxes or fines. Towing from or repair work performed at a service station, garage or repair shop. Service on a vehicle that is not in a safe condition to be towed. Non-emergency service. Impound towing, vehicle storage charges or a second tow. Extrication or winching. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking or other violations of law. 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.

IMPORTANT

- **Please be with Your vehicle when the service provider arrives, as they cannot service an unattended vehicle.**
 - **Services provided must be a covered benefit under the terms and conditions described herein.**
- **Your coverage is extended to the Registered Vehicle only.**
- **The Roadside Assistance service is designed to assist customers whose vehicles are disabled as a result of unavoidable circumstances. It is not intended to be a substitute for vehicle maintenance or repair.**
- **This is not a reimbursement program. Assistance obtained through any source other than Road America without prior authorization is not reimbursable. If Road America is unable to perform the**

services, You are entitled to a reimbursement of covered expenses up to Your \$100 benefit limit per occurrence. You must contact Road America first for prior authorization to obtain services independently of the program.

- Customers have the right to file a complaint regarding this program at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126 or by calling a Customer Care representative at 800-262-7262.

Tire & Wheel Limitations

1. This Agreement is only valid if purchased at the time of the sale of the Vehicle to You.
2. Tread Depth Requirement: Covered Vehicle's tires must have a minimum of 3/32" tread depth at the lowest point on the tire at the time of damage.
3. Term: The term of the Agreement begins on the sale date of the Agreement and expires at the end of the term selected on the front of the Agreement.
4. Cost means the usual and fair charges for parts and labor necessary to repair a covered tire or wheel. **Replacement may be made with new, used, remanufactured or an allowance for like kind and quality at the discretion of the Administrator.**
5. **Owner Responsibilities: Maintain air pressure at Covered Vehicle's/tire manufacturer's recommended levels and perform all manufacturer recommended and preventative maintenance, including alignments, rotations and balancing. Check tires periodically for (1) tread depth less than 3/32", (2) improper wear and (3) dry rot. Replace any tire with any of these conditions.**
6. Road Hazards are defined as debris on a public roadway such as nails, glass, potholes, rocks, tree limbs or any other object or condition not normally found in the roadway. **Road conditions (such as uneven lanes or metal plates) found in construction zones or construction sites are not considered a covered Road Hazard. Damage or accidents caused by these conditions is not covered should be reported to Your automobile insurance company.**
7. Deductible: There is no deductible associated with this Agreement.
8. Payment Terms: Agreement Purchase Price is due and payable at the time of sale of the Agreement. Payment may also be incorporated into the Registered Customer's Finance Agreement/Retail Installment Contract.
9. Used Vehicle Coverage. **PROGRAM COVERAGE FOR A USED VEHICLE BEGINS THIRTY (30) DAYS AFTER THE SALE DATE OF THE AGREEMENT. CONTACT TERMS ARE EXTENDED BY 30 DAYS TO ACCOMMODATE NON-COVERAGE DURING THE 30 DAY WAITING PERIOD. USED VEHICLES ARE DEFINED AS VEHICLES THAT HAVE BEEN PREVIOUSLY TITLED.**
10. Limit of Liability: During the term of this Agreement, the Aggregate Limit of Liability shall be \$10,000.00.

Transfer Procedure

You may transfer this Agreement at the time of the Covered Vehicle's resale to an individual, subject to a \$100 transfer fee made payable to Administrator, P.O. Box 3538, Glen Ellyn, Illinois 60137, within thirty (30) days of the Covered Vehicle's resale date. Copies of the front of the Agreement, the new registered title and bill of sale are required by Administrator to process the transfer request. This Agreement is not transferable to another vehicle.

Claim Procedure

Call Administrator at 800-579-2233 for a claim authorization number PRIOR to initiating a covered repair. Administrator's claim hours are 8:00 am – 6:00 pm CT Monday through Friday. Repairs during non-business hours MUST be reported the following business day. The Administrator, at its sole discretion, has the right to inspect or require photographs of any tire/wheel prior to paying any claim benefit. Administrator has the right to require that the Covered Vehicle be present during inspection. In the event the damaged tire/wheel is not available for inspection, there will be no claim benefit payable under this Agreement. **For reimbursement, Registered Customer must submit a copy of (1) the Agreement; (2) claim authorization number; (3) invoice and receipts indicating repair/replacement and tread depth, and (4) a completed claim form (to be provided by Administrator at the time of claim initiation) to Administrator via mail at P.O. Box 3538, Glen Ellyn, Illinois 60138 or via facsimile at (630) 790-6009 or via email to claims@agwarranty.com.** Administrator has the right to reasonably request any other documents or information necessary to process the claim. Replacement parts may consist of non-original manufacturer's parts. Administrator reserves the right to void the Agreement or deny claims at any time due to misuse, fraud or misrepresentation. This is a reimbursement program for the repair/replacement of tires and/or wheels damaged due to a covered road hazard.

Non-Covered Expenses

Any and all fines. Snow tire or chain mounting or removal. Towing by unlicensed service stations or garages. Second tows. Rental/replacement vehicles. Vehicle storage charges. Service on vehicles in unsafe condition for service or towing. Failures resulting from normal wear and tear. No reimbursement

is provided for service or towing on roads not regularly maintained. Tire/wheel accessories. Environmental fees. Shop supplies. Nitrogen filling for tires. Alignments or mechanical adjustments to the Covered Vehicle. Shipping associated with the damaged tire/wheel or replacement tire/wheel. Hazardous waste fees. Disposal Fees.

Limited Agreement Exclusions

Tire or wheel damage occurring outside the United States, its territories, or Canada. Any Covered Vehicle involved in an accident. Any towing cost not related to the repair/replacement of a tire/wheel damaged due to a covered road hazard. Tires with less than 3/32" tread depth at the lowest point on the tire, cosmetic damage such as scratches, nicks, etc., damage due to curb impact, sidewall damage, broken tire belts, operator error, abnormal wear, weather cracking, tread separation, dry rot, fixed object impact or vandalism. Damage exacerbated by continued use of a damaged tire/wheel after initial occurrence of damage. Consequential damages. Recapped tires and racing tires. Acts of God, terrorism, war, civil disobedience, flood or fire. Damages caused by or occurring on roads not regularly maintained. Commercial vehicles. Any tire or wheel damage covered by (1) Your primary insurance provider, (2) a manufacturer's or tire distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway. Administrator will not accept bills for reimbursement on unauthorized claims, authorized claims without a claim authorization number or claims not filed within ninety (90) days of the date the damage occurs. This Agreement does not cover pre-existing damage, conditions or wear.

Cancellation Procedures

You may cancel this Agreement at any time. Agreements cancelled by You within sixty (60) days of the Agreement Purchase Date are eligible for a 100% refund of the Agreement Purchase Price less any claims paid. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. Agreements cancelled by You after sixty (60) days are eligible for a pro-rata refund upon the time expired from the Agreement Sale Date less a processing fee in the amount of the lesser of (a) ten percent (10%) of the pro-rata refund or (b) fifty dollars (\$50). The refund amount will be payable to You or the financial institution/lienholder, where applicable. All cancellation requests must be made in writing, signed by You and received by Administrator at P.O. Box 3538, Glen Ellyn, Illinois 60138.

1. We may cancel this Agreement: (1) if there has been a material misrepresentation or fraud by You at the time of sale of the Agreement; (2) for non-payment of the Agreement Purchase Price, in which case We shall provide You notice of the cancellation by certified mail. The refund will be based upon the months remaining relative to the original Agreement and figured on a 100% pro-rata basis.

2. The lienholder will be named on the check when financing had been provided for the Agreement's premium. In the event of repossession or total loss, the lienholder may request cancellation of this Agreement and shall be the sole named payee.

Insurance Statement

Obligations of the Provider under this Agreement are guaranteed under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206. If the Agreement benefit or refund is not provided by Administrator within sixty (60) days after all claim requirements have been met, You may apply for reimbursement directly to Virginia Surety Company, Inc. via the address or phone number listed above.

Arbitration

You agree that any claim, dispute or controversy relating to this agreement or the relationships which result from this agreement, no matter against whom made, including the applicability of this arbitration clause and the validity of the entire agreement, shall be resolved by neutral binding arbitration by the American Arbitration Association, under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which you appear will take place at a location near your residence. Rules and forms of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Telephone: (877) 495-4185; Website: www.adr.org. 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.**

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**. If **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or, to enforce **Our** rights.

State Amendatory Language

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 precedence over the terms and conditions of this Vehicle Service **Agreement**.

Alabama: Cancellation or administrative fees may not exceed \$25.00. TERMS AND CONDITIONS SECTION "CANCELLATION" is amended to include: The \$50.00 Administrative Fee is replaced with a \$25.00 Administrative Fee. The cancellation provision of the **Agreement** is deleted and replaced by the following: If **You** return this **Agreement** within thirty (30) days of the date of this **Agreement** and if no claim has been made under this **Agreement** prior to its return to **Us**, this **Agreement** is void and **We** shall refund to **You** the full purchase price of this **Agreement**. Any refund due to **You** may be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to **You**. This right to void **Your** account is not transferable, and applies only to the original **Agreement** purchaser. In the event **You** make a written demand for cancellation of this **Agreement** pursuant to the terms of this **Agreement**, **We** shall refund to **You** the unearned portion of the full purchase price of this **Agreement**, including the unearned portion of any premium paid for any applicable reimbursement insurance policy. The refund will be based on the unearned pro-rata premium, which is the greater usage of miles or months from the commencement of the **Agreement** term in relation to the maximum **Agreement** term. **We** will provide written notice five (5) days prior to cancellation stating the reason for and the effective date of cancellation. Notice is not required if cancellation is due to nonpayment or material misrepresentation by **You**.

Arizona: Cancellation: To cancel **Your** policy, contact the Obligor, AGWS, at 800-579-2233. No claim incurred or paid will be deducted from the amount of the cancellation refund. **Your Agreement** may not be cancelled due to acts or omissions of the service company, assignees, or sub-contractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner; parts or components repaired or replaced under the **Agreement** may not be excluded; this **Agreement** cannot be cancelled or voided by the service company or its representatives for **Pre-Existing Conditions**, prior use or unlawful acts relating to the product, misrepresentation by either the service company or its sub-contractors, ineligibility for the program, including gray market, high performance, and GM diesel autos. All Exclusions shall ONLY apply to occurrences "after the **Agreement** start date" or "while owned by **You**." Arbitration: If **We** and **You** do not agree on the amount of damages, either party may make a written demand for arbitration. Provided **You** and **We** BOTH agree TO SUCH ARBITRATION, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, **We** may request that selection be made by a judge of a Court having jurisdiction. Each party will pay the expenses they incur and bear the expenses of the third party arbitrator equally. A decision agreed to by two of the arbitrators will be binding. 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. The Cancellation provisions of this agreement shall be completed in accordance with California law, including: Cancellation by You: If You provide notice of cancellation to Us within the first sixty (60) days after receipt of the Contract for a new Vehicle or thirty (30) days for a used Vehicle, the full Agreement Purchase Price, as identified on the Information Page, shall be refunded to You. If You provide notice of cancellation to Us within the first sixty (60) days after receipt of the Contract for a new Vehicle or thirty (30) days for a used Vehicle and a claim has been made under this Agreement, the greater of elapsed time or the retail value of claims paid shall be made to You. No administration fee will be deducted. If You cancel this Agreement after sixty (60) days for a new Vehicle or thirty (30) days for a used Vehicle, a pro rata refund, based on the greater of elapsed time or retail value of claims paid shall be made to You less a cancellation fee of twenty five dollars (\$25.00) or ten percent (10%) of the Agreement Purchase Price, whichever is less. Cancellation by Us: We may only cancel this Agreement for non-payment, material misrepresentation, or fraud by You. If we cancel this Agreement, notice outlining the specific nature of reason for cancellation will be mailed to you and the validity of the Agreement will cease no more than five (5) days from the postmark date of such notice. If we cancel for non-payment, you will receive a refund within thirty (30) days of the date of cancellation. If we cancel for material misrepresentation or fraud, you will receive a pro-rata refund of the

purchase price on the Agreement within thirty (30) days of the date of cancellation. We are liable for any claim reported if the claim is reported prior to the effective date of cancellation and is covered by the Agreement. If the purchase of this Agreement was financed, the refund may be made payable to the purchaser, assignee, lender, or both. In the event of a claim arising in California, the proper venue for litigation shall be in California. General Provisions – Arbitration is deleted in its entirety. Under the Subrogation Section the following sentence is deleted, If We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce rights Our rights. The name of the obligor is amended to American Guardian Warranty Services Inc. dba A.G.W.S. Insurance Services.

Connecticut: In 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 08142-0816. 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 repair facility. If the **Agreement** Holder returns the vehicle or the vehicle is sold, lost, stolen, or destroyed, the **Agreement** Holder may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**.

Florida: The agreement obligor is American Guardian Warranty Services of Florida, Inc. (FL License #60116) 800 Roosevelt Rd, E-300, Glen Ellyn, IL 60137. TERMS AND CONDITIONS SECTION "ARBITRATION" is deleted in its entirety. TERMS AND CONDITIONS SECTION "TRANSFER OF AGREEMENT" is amended to include: The one hundred dollar (\$100.00) transfer fee is deleted and replaced with a forty dollar (\$40.00) transfer fee. TERMS AND CONDITIONS SECTION "CANCELLATION" is amended to include: 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**. The \$50.00 dollar administrative fee is deleted and replaced with a cancellation fee of \$50.00 or ten percent (10%) of the refund amount, whichever is less. Our right to cancel for any reason is sixty (60) days. We may only cancel this **Agreement** after sixty (60) days for the following reasons: If there has been a material misrepresentation or fraud at the time of sale of this **Agreement** or when filing a claim under this **Agreement**; if you have failed to maintain your vehicle as prescribed by the manufacturer; if the odometer has been tampered with or disabled and you have failed to repair the odometer; or if you do not pay the **Agreement** price. If we cancel this **Agreement**, we will mail you written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the lesser or unused time or unused mileage will be made. The SECTION INSURANCE STATEMENT is amended to read: Our obligations are guaranteed by an insurance policy (No. 3413) issued by **Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206**. In the event that We, or the dealer, 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. The Section WHAT TO DO IF REPAIRS ARE NEEDED is amended to include: **You** may deliver **Your** vehicle to the **Selling Dealer** or any Licensed 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 Service Agreement is not subject to regulation by the Florida Office of Insurance Regulation.**

Georgia: The Arbitration provision of this **Agreement** is deleted in its entirety. Any claim or dispute will be adjudicated in the **Agreement** holder's county of residence. The following Exclusions are amended as followed: **Pre-existing conditions known to You** at the time of **Your** purchase of the **Agreement** is excluded from coverage. Modifications to the vehicle *made by You* results in rejection of coverage under this **Agreement**. Cancellation: The cancellation provision is amended to abide by Chapter 33 of the Georgia Code. This includes that **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment. There is a 30-day written notice of cancellation for reasons other than non-payment regardless of when the service **Agreement** was cancelled. **We** will return the unearned premium to the **Agreement** holder within ten (10) working days after cancellation. There is no cancellation fee. No claim incurred or paid may be deducted from the amount of the cancellation refund. A 10-day written notice of cancellation will be given if canceled for non-payment. The finance company/lienholder must hold a power of attorney in order to cancel the service for nonpayment.

Hawaii: Cancellation: A ten percent 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.

Idaho: Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

Iowa: For Iowa Residents only: 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, 340 East Maple Street, Des Moines, Iowa 50319-0066. The following sentence is added to the Cancellation section: The **Administrator** is primarily responsible for providing any refund to **You**, which **You** may be entitled under this

Agreement. Also, a ten percent (10%) penalty will be added each month to the cancellation refund not paid to the holder within thirty (30) days of the return of the **Agreement** to the **Administrator**.

Louisiana: The Obligor/Provider is American Guardian Warranty Services of Florida, Inc., PO Box 3538, Glen Ellyn, IL 60138, (800) 579-2233. The cancellation provision is deleted in its entirety and replaced with the following:

Insurance Statement: **Our** obligations are guaranteed by an insurance policy (No. 3413) 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 W. Jackson Blvd., Chicago, IL 60604 (800) 209-6206.**

Cancellation: In the event **Your Vehicle** is repossessed, declared a total loss, or, **You** give notice of cancellation, the **Agreement** shall terminate. Submit written notification immediately to the **Selling Dealer** including the following: the **Agreement** Number and **Vehicle** Identification Number. If this **Agreement** is cancelled within thirty (30) days of the Sale Date, **We** will refund the full amount of the cost of the **Agreement**. If the **Agreement** is cancelled after the first thirty (30) days the refund will be made on an amount of the **Agreement** charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a \$50.00 dollar administrative fee. In the event of cancellation the lienholder, if any, will be named on the refund check.

Maine: A monthly penalty equal to 10% of the returned amount will be added to any refund that is not paid or credited to **You** within 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 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 mechanical repair **Agreement** shall include the **Cost** of the tear down and diagnosing the malfunction or defect. The provider shall refund the holder the appropriate refund within forty-five (45) days of cancellation notification. If the provider does not provide a refund within forty-five (45) days, a ten percent (10%) of the **Agreement** price penalty per month will be added.

Massachusetts: **Your Agreement** is hereby amended as follows: The entity obligated to perform under this **AGREEMENT**, which is referred to as "**WE**," "**US**" "**OUR**" throughout the **AGREEMENT**, is the **Selling Dealer**.

Michigan: **Your Agreement** is hereby amended as follows: The entity obligated to perform under this **AGREEMENT**, which is referred to as "**WE**," "**US**" "**OUR**" throughout the **AGREEMENT**, is the **Selling Dealer**.

Minnesota: A ten percent (10%) penalty per month shall be added to a refund not made within forty five (45) days of **Our** receipt of **Your** cancellation request. The venue for any arbitration is required to be in Minnesota.

Missouri: In Missouri, a notice of cancellation/termination will be mailed to **You** within fifteen (15) days of the date of termination. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of the request for refund to the provider.

Mississippi: The Arbitration provision of this **Agreement** is deleted in its entirety.

Nebraska: The aggregate actual cash value is the purchase price of the vehicle. In Nebraska the Arbitration provision in this contract is stricken in its entirety.

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, ph. (603) 271-2261.

New Jersey: **Your Agreement** is hereby amended as follows: The entity obligated to perform under this **AGREEMENT**, which is referred to as "**WE**," "**US**" "**OUR**" throughout the **AGREEMENT**, is the **Selling Dealer**.

New York: If **AGWS** terminates this **Agreement**, a notice will be mailed to **You** within fifteen (15) days of the date of termination. 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.

Nevada: Cancellation: The cancellation provision in this **Agreement** is replaced by the following: If **You** return this **Agreement** within thirty (30) days of the date this **Agreement** and if no claim has been made under this **Agreement** prior to its return to **Us**, this **Agreement** is void and **We** shall refund to **You** the full purchase price of this **Agreement**. If the agreement is cancelled after the first thirty (30) days or after a claim has been filed, the refund will be made on an amount of the Agreement charge according to the pro-rata method reflecting the greater days in force or the miles driven based on the term of the plan selected and the date coverage begins, less a \$50.00 administrative fee. Claims will not be deducted from any refund in Nevada. The provider shall refund to the holder the purchase price of the Service **Agreement** within forty-five (45) days after a Service **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. Grounds for Cancellation by Provider: Authorized claims will not be deducted from a refund. **We** may cancel the **Agreement** the first seventy (70) days for any reason. After seventy (70) days, **We** cannot cancel the **Agreement** except for nonpayment of the **Agreement** price by you or a material misrepresentation by you related to obtaining this **Agreement** or making a claim. If **We** cancel the **Agreement**, **You** will receive a pro-rata refund based on time and mileage, whichever is less. The cancellation is not effective until fifteen (15) days after notice of cancellation is mailed to **You**. **Agreement** Renewal: This **Agreement** is not renewable. Exclusions: Consequential damages and Pre-Existing Conditions are not covered in this **Agreement**. If **Your Vehicle** is modified from the Vehicle manufacturer's original specifications, this **Agreement** will not provide coverage for the modifications or the

modified components. However, this Agreement will not exclude all coverage on Your Vehicle. This Agreement will continue to provide any applicable coverage to components of Your Vehicle that have not been modified from the Vehicle manufacturer's original specifications, unless such coverage is otherwise excluded by the terms of this Agreement. . In Nevada, this Agreement may not be voided by the Administrator, except for fraud or material misrepresentation 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 **Vehicle Service Agreement** without the consent of the **Agreement Holder**, 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 after purchase 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 amount 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. For an **Agreement** sold in the State of Oklahoma, the following language replaces the applicable portions of the **Cancellation** provision and the **Cancellation By Us** provisions of this **Agreement**: In the event the covered Vehicle is repossessed, declared a total loss, or, You give notice of cancellation, the Agreement shall terminate. 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 3) a signed notarized statement certifying the current Vehicle odometer reading. 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. 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. We may cancel this Agreement If there has been a material misrepresentation or fraud at the time of sale of this Agreement or when filing a claim under this Service Contract. If you have failed to maintain your vehicle as prescribed by the manufacturer, If the odometer has been tampered with or disabled and you have failed to repair the odometer, If you do not pay the Agreement price, If your vehicle has a salvage title, If you use your vehicle in any manner not covered by this Agreement. If we cancel this Agreement, we will mail you written notice at least thirty (30) days prior to cancellation. If We cancel, return or premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less the actual cost of any service provided under the service warranty contract. All refunds will be paid to the Lienholder, if any, otherwise to you. If this Service Contract is financed and your vehicle is a total loss or is repossessed, you authorize your Lienholder (shown on the Information Page) to cancel this Service Contract and receive the refund. **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. Misrepresentation on the Information Page will result in rejection or rescinding of the Agreement. The arbitration provision in this agreement is deleted in its entirety. Disputes will be processed through the judicial system.

Oregon: Authorized claims will not be deducted from a refund. Arbitration: this language is deleted in its entirety.

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) 737-6134. 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.

Texas: Section **Insurance Statement** is deleted and replaced with the following: **Our** obligations under this **Agreement** are insured separately by a service contract reimbursement insurance policy issued to **Us** by Virginia Surety Company, Inc. If repairs have not been performed, a verified claim for reimbursement for authorized service performed by a Repairer has not been paid within sixty (60) days or a refund has not been paid within forty five (45) days after the date on which the **Agreement** is canceled, **you** may file a claim with the insurance company directly at: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604 (800) 209-6206. The following provisions are added: **Notice: Any unresolved complaints or questions concerning the regulation of service agreement providers or administrators may be addressed to: Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, Telephone (800) 803-9202 or (512) 463-6599. RIGHT TO RETURN AGREEMENT: YOU HAVE THE RIGHT TO RETURN OR VOID THIS AGREEMENT. YOU MAY RETURN THE AGREEMENT WITHIN TEN (10) DAYS AFTER THE DATE OR DELIVERY, IF THE AGREEMENT IS DELIVERED TO THE SERVICE CONTRACT HOLDER AT THE TIME OF SALE, OR TWENTY (20) CALENDAR DAYS AFTER THE DATE WE MAIL A COPY OF THE AGREEMENT OR IF IT IS PROVIDED TO YOU AT THE TIME OF SALE. IF YOU RETURN THIS AGREEMENT WITHIN THE**

APPLICABLE TIME PERIOD, THE **AGREEMENT** SHALL BE VOID AND **We**, WILL REFUND THE ENTIRE **AGREEMENT** PURCHASE PRICE WITHIN FORTY-FIVE (45) DAYS. Section **Cancellation by Us** is amended to include: 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 penalty (10%) 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 Arbitration Act" (Title 38, Chapter 31a). 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 portion of this **Agreement** is amended to abide by the Utah Code 31A-21-303. This includes that within sixty (60) days, **We** may cancel for any reason **We** see fit. After sixty (60) days, **We** may only cancel for fraud, material misrepresentation, or non-payment. 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 the **Agreement 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. No deductible applies to the coverage afforded under this Agreement.

Emergency Repair: If coverage is needed outside of the Claims Department regular business hours, **You** may take one of the following steps: (1) wait until regular business hours and follow the normal claims procedures or call (800) 579-2233 and leave a message including **Your** full name, vehicle identification number, and **Agreement** number to initiate a claim; or (2) Authorize and pay for any diagnostic time needed to determine whether **Your Vehicle** needs a covered **Repair** (including either **You** taking a picture of the component in need of **Repair** or instructing the repairer take a picture of the component in need of **Repair**). If **You** reasonably determine that **You** have a covered **Repair** and **You** choose to have **Your Vehicle** repaired, **You** are responsible for paying for the **Repair**. **You** must then call the **Administrator** during the next available business day so that the **Administrator** may determine whether there was a covered **Repair**. **You** will be required to submit a copy of the invoice/repair order, proof of payment and picture of the repaired component. If the **Administrator** determines that there was a covered **Repair**, then **We** will pay **You** in accordance with the terms and conditions of this **Agreement**.

Washington: In the State of Washington, American Guardian Warranty Services, Inc.'s obligations are guaranteed by an insurance policy (No. 009) issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206. In the State of Washington, **You** may contact Virginia Surety Company at any time. The following provisions of Your **Agreement** are hereby amended with the following pursuant to the Revised Code of Washington 48.110.075: Cancellation by Holder: **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 usage of 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 Provider: After the first sixty (60) days, **We** may not cancel this **Agreement**, except for fraud or nonpayment by **You**, and are fully obligated under the terms of this **Agreement**. Your Responsibilities: **You** must perform the manufacturer's recommended maintenance, including keeping receipts for services from the date of purchase. **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: 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, near your residence. If this **Agreement** is found to be subject to arbitration, any legal proceeding with respect to any dispute will be tried in the State of Washington, near your residence. 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**. _____(**Agreement Holder must initial here**). By initialing, You acknowledge the review and understanding of the above disclosures 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. Exclusions-What is Not Covered: The sentence, "Warranty of Merchantability and Warranty of Fitness for a particular purpose are expressly excluded" is deleted in its entirety.

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 3538, Glen Ellyn, Illinois 60138; (800) 579-2233. Cancellation by Us: We may only cancel the service contract for (1) nonpayment of the provider fee, (2) material misrepresentation by the contract holder to the provider or Administrator, or (3) substantial breach of duties by the service contract holder relating to the covered product or its use. If the service contract is cancelled for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder 100 percent of the unearned pro rata fee, less any claims paid. We may charge an administrative fee for cancellation equal to ten (10) percent of the provider fee. In the event that We cancel this Agreement, we will mail You written notice, stating the cancellation effective date and the reason for cancellation, at the last-known address for You at least five (5) days prior to the cancellation date. Cancellation by You: 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 (10) percent per month penalty of the refund amount outstanding which will be added to the amount of the refund. 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: The arbitration provision is deleted in its entirety. Litigation is required to be in the state of Wyoming. In Wyoming, the lienholder/financial institution is not considered a party to the **Agreement** and is not permitted to cancel the **Service 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. 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.

