

Information Page
Stock & Utility Trailer Coverage
I. Customer Information

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

II. Dealer Information
III. Lienholder Information

Name	Name
Address	Address
City State Zip	City State Zip
Phone	

IV. Vehicle and Coverage Information

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

Coverage <input type="checkbox"/> New Trailer <input type="checkbox"/> Used Trailer (requires 30 day waiting period)	<input type="checkbox"/> Post Sale Delivery (Inspection and 30 day waiting period required)						
Optional Coverage (Must be selected at time of sale) <input type="checkbox"/> Fresh Water System <input type="checkbox"/> Air Bag Suspension <input type="checkbox"/> Towing <input type="checkbox"/> Day One Coverage (Used Trailer) <input type="checkbox"/> Air Conditioning Unit <input type="checkbox"/> Commerical Use <input type="checkbox"/> Auxiliary Power Plant/Generator	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Term Months</th> <th style="text-align: left;">Optional Deductible - Per Visit (Anywhere)</th> </tr> <tr> <td style="height: 20px;"></td> <td><input type="checkbox"/> \$100</td> </tr> <tr> <td style="height: 20px;"></td> <td><input type="checkbox"/> \$50</td> </tr> </table>	Term Months	Optional Deductible - Per Visit (Anywhere)		<input type="checkbox"/> \$100		<input type="checkbox"/> \$50
Term Months	Optional Deductible - Per Visit (Anywhere)						
	<input type="checkbox"/> \$100						
	<input type="checkbox"/> \$50						

V. Customer Acknowledgment

The **Agreement** that **You** are purchasing is between **You** and the **Agreement Obligor**. **You** will be notified by the **Administrator** if the **Agreement** is ineligible for coverage. **You** (the undersigned) have reviewed the terms of this **Agreement** and understand the coverage, exclusions and maintenance requirements shown on the reverse side. This **Agreement** is based on information **You** provided on this **Information Page**. Purchase of this Agreement is not required to purchase or finance a vehicle. **THIS AGREEMENT IS NOT AN INSURANCE CONTRACT. AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS.** I hereby declare that the above information is correct.

 Customer Signature (Your)

 Purchase Date

 Licensed Salesperson - Signature

If no term has been indicated, then coverage will be in effect for 12 months. If no **Deductible** has been selected, then a \$200 **Deductible** will apply. If Post Sale Delivery is selected on the **Information Page**, coverage will be extended for thirty (30) days from the expiration of the term selected as well as the cancellation terms. Any modification, alteration, or change to the printed terms, conditions or coverage of this **Agreement** renders the **Agreement** invalid. **IMPORTANT: See Section - STATE REQUIREMENTS for guidelines and regulations where this Agreement was sold.**

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

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

 Florida & Louisiana Obligor/Administrator:
 American Guardian Warranty Services of Florida, Inc. (FL License #80292)
 PO Box 768 Warrenville, IL 60555
 800.579.2233

**AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS
 TO CALL IN A CLAIM: 800.579.2233**

Original (White) - Purchaser

Yellow - Administrator

Pink - Dealer

Gold - Lienholder

During the **Agreement** term We will pay the **Cost** of covered repairs, or, at **Our** option reimburse **You** to remedy any **Breakdown** of the following parts less **Your Deductible**.

COVERAGE:

1. **BRAKE SYSTEM:** Hydraulic Brakes: master cylinder, hydraulic actuator, hydraulic pipes. Electric Brakes: electric brake controller, electric brake magnets. Electric/Hydraulic: power unit, hydraulic piping, electric signal generator, brake controller.
2. **SUSPENSION SYSTEM:** Springs, axle(s), axle-spindles, torsion axle spindles, torsion axle, equalizer bar, spring hanger, spring shackles and bushings, wheel hubs and wheel bearings.
3. **TRAILER JACKS AND LANDING GEAR:** Tongue jack, landing gear, 5th wheel - goose neck.
4. **ELECTRICAL:** Wiring harnesses and connectors, trailer connector, trailer light sockets and fixtures (excluding light bulbs, LED bulbs and lens covers)
5. **SEALS AND GASKETS:** Includes seals and gaskets and sealing boots for the named components listed above.
6. **TAX / FLUIDS / LUBRICANTS:** We will reimburse as required for state and local taxes, necessary fluids, lubricants and refrigerant to complete covered repairs.
7. **WEAR AND TEAR:** A covered wear and tear **Breakdown** will be deemed to occur when a component fails 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 design tolerance.

ADDITIONAL BENEFITS

In the event of a covered **Breakdown**, We will reimburse **You** for these additional benefits:

1. **REDUCED DEDUCTIBLE AT THE SELLING DEALER:** When **You** choose the **Selling Dealer** listed on the **Information Page** to perform repairs to **Your Vehicle**, **Your Deductible** will be reduced by \$50.00 per occurrence.
2. **GUARANTEED PART - REPLACEMENT:** If a part covered by the **Agreement** fails a second time during the term of the **Agreement**, all the repair charges including the deductible obligation are paid by **Us**.

During the **Agreement** term, subject to the selected **Optional Coverage** checked on the **Information Page**, these additional components and conditions are covered:

OPTIONAL COVERAGE:

- **FRESH WATER SYSTEM:** Water pump, water tank(s), accumulator, water manifolds.
- **MODIFIED DEDUCTIBLE:** When indicated on the **Information Page**, the per occurrence **Deductible** will be modified from \$200.00 to the amount checked on the **Information Page**.
- **COMMERCIAL USE:** When indicated on the **Information Page**, We agree to the following: Commercial use coverage will apply if the **Vehicle** is operated as part of a for-profit business or enterprise.
- **AUXILIARY POWER PLANT/GENERATOR:** Internal engine and lubricated components including block, head, starter, coil, starter switch, generator assembly, hour meter, voltage regulator, printed circuit boards.
- **AIR CONDITIONING UNIT:** Case and all internal parts for an electronically powered air conditioning unit, except air filter.
- **AIR BAG SUSPENSION:** Air ride-air bags, compressor, dryer, air lines and fittings.
- **DAY ONE COVERAGE (Used Trailers Only):** Coverage begins on the purchase date of the **Agreement**.
- **TOWING:** If towing assistance becomes necessary due to a **Breakdown** of a covered component, towing expenses not payable by insurance will be reimbursed to **You** for up to \$100.00 per occurrence.

WHAT TO DO IF REPAIRS ARE NEEDED

If **Your Vehicle** is within forty (40) miles of the **Selling Dealer** and it has service facilities, **You** must deliver **Your Vehicle** to the **Selling Dealer**. If **Your Vehicle** is within forty (40) miles of the **Selling Dealer** and the **Vehicle** is unsafe and needs to be towed, contact the **Selling Dealer** to arrange towing service. Provide the **Selling Dealer** with **Your Agreement** number and direct them to call the **Administrator** at 1-800-579-2233 and authorize the **Selling Dealer** to diagnose the failure.

If **Your Vehicle** is more than forty (40) miles from the **Selling Dealer** and the **Vehicle** is unsafe and needs to be towed, contact a local tow service to arrange towing. Provide the repair facility with **Your Agreement** number and direct them to call the **Administrator** at 1-800-579-2233 and authorize the repairer to diagnose the failure.

Mobile repairers are not permitted unless authorized by the Administrator, at its sole and exclusive discretion.

Emergency Repairs: If a covered **Breakdown** occurs 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 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 for 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 the Cost in accordance with the terms and conditions of this Agreement.

You must obtain a Repair Authorization Number from the Administrator to assure coverage under this Agreement.

Call Toll Free at 1-800-579-2233 for instructions and Repair Authorizations.

No Payment for a Claim will be made without prior authorizations.

TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions. No alterations, changes or waivers of provisions may be made to this Agreement. The benefits available under this Agreement are strictly provided to You for repairs to the Covered Vehicle. Important: State Guidelines and Regulations where Agreement was sold take precedence over these Terms and Conditions.

DEFINITIONS: When used, Key Terms will appear in bold print and have special meaning as follows:

- **Administrator, We, Us, Obligor or Our** – means American Guardian Warranty Services, Inc., except in the states of Florida and Louisiana where Administrator means American Guardian Warranty Services of Florida, Inc., and in the state of Wisconsin where Administrator means American Guardian Warranty Services of Wisconsin, Inc. Our contact information is P.O. Box 768, Warrenville, Illinois 60555; (800) 579-2233.
- **Agreement** – means this Agreement that is a contract between You and Us.
- **Agreement Purchase Date** – means the date You purchased this Agreement shown on the Information Page.
- **Agreement Purchase Price** – means the amount You paid for this Agreement shown on the Information Page.
- **Breakdown or Mechanical Failure** – means the failure of an original or replacement part, covered by this Agreement, to perform its function as it was originally designed to work in normal service with required maintenance due to material failure, wear and tear or defects in workmanship and outside the manufacturer's tolerance.
- **Cost** – means the usual and fair charges for parts and labor necessary to repair Covered Parts. Parts will be reimbursed at up to manufacturer's suggested list price and labor time will be reimbursed using nationally recognized labor time standards. At the Administrator's option, replacement of any covered part may be approved with new, remanufactured, rebuilt or replacement parts of like kind and quality at the time of Breakdown. Covered Parts determined by the Repairer to be obsolete will be reimbursed up to their last known Manufacturer's Suggested List Price.
- **Deductible** – means the amount that You must pay for covered repairs per repair visit. Your Deductible is shown on the Information Page. The standard Deductible is \$200 per repair visit, unless a box was checked on the Information Page, reducing Your Deductible to the amount selected.
- **Information Page** – means page one (1) of this Agreement.
- **Lienholder/Lender** – means a financial institution providing financing for the purchase of this Agreement.
- **Pre-Existing Condition** – means a condition or Breakdown that occurred before Your purchase of the Agreement.
- **Repair Facility** – means any Trailer service center at which You seek to acquire service under this Agreement. The repairer must provide a written Parts and Labor Guarantee of at least 6 months unless other arrangements have been agreed to by the Administrator. Repairs performed by any facility must receive authorization from the Administrator prior to beginning repairs. Mobile repairers are not permitted unless authorized by the Administrator, at its sole and exclusive discretion.
- **Selling Dealer** – means the retail seller of the Agreement who is shown in the Dealer Section of the Information Page.
- **Vehicle or Unit** – means the Trailer described in the Vehicle section of the Information Page.
- **You and Your** – means the purchaser identified on the Information Page.

OUR RESPONSIBILITIES:

Subject to the Coverage Level and Deductible selected on the Information Page of this Agreement, the Limits of Liability and items and conditions found under What This Agreement Does Not Cover, the Administrator will reimburse for the Cost of necessary repairs. The Administrator reserves the right to inspect Your Vehicle to evaluate covered repairs.

YOUR RESPONSIBILITIES:

- You must perform the manufacturer recommended maintenance guidelines to all Vehicle systems. This includes keeping verifiable receipts for services from the date of purchase. The required receipts include Date, Hour Meter Reading (where applicable), Service Performed, Service Provider and Your signature. These records may be requested by the Administrator for the investigation of a claim.
- Use all reasonable means to protect Your Vehicle from further damage when a Breakdown occurs.
- You must authorize necessary labor time for the repairer to diagnose a Breakdown.
- Direct the repair facility to call the Administrator at 1-800-579-2233 to report a claim.
- You must obtain Repair Authorization from the Administrator prior to repairing any covered component. In order to receive reimbursement for Your authorized claim You must submit the following within sixty (60) days of claim approval: A) the original repair order that You signed; B) Proof of Payment with a Cash Register Receipt, Credit Card Receipt or Personal Check Copy; C) When applicable for other reimbursable services and benefits, original copies of receipts signed by You with proof of payment.

EXCLUSIONS – WHAT IS NOT COVERED:

Where permitted by state requirements the following are not covered (Also see State Requirements):

1. **Pre-Existing Conditions.** When the Selling Dealer or independent repair facility using the Administrator's inspection form verifies that the protected assemblies are in proper working condition, We will waive the Pre-Existing Condition exclusion in this Agreement.

2. A Breakdown caused by overheating or for repairs due to continued operation without proper levels of lubricant or coolant. It is Your responsibility to make certain oil and temperature warning lights and gauges are functioning properly. You must take precautions against causing any further damage to Your Vehicle when either warning lights/gauges indicate inadequate protection or performance.
3. If Optional Day One Coverage (Used Trailers Only) is not purchased, failure of a covered component within the first thirty (30) days after the purchase date will not be covered.
4. Damage to a covered component caused by the failure of a component not listed as covered under this Agreement.
5. 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 and service bulletins.
6. Any covered repair not authorized in advance by Us.
7. Repairs beyond those required to correct a Breakdown.
8. Damage caused by continued operation of an impaired Vehicle.
9. Damage caused by towing the Vehicle in a manner not consistent with manufacturer's recommendations.
10. Overloading the Vehicle beyond the manufacturer's recommended capacity.
11. A Breakdown caused by or involving modifications, alteration or additions to Your Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle manufacturer.
12. Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance including appliance and HVAC (heater, ventilation, air conditioner) systems.
13. Repairs due to or caused by: fraud, collision, physical damage, abuse, negligence, neglect, misuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, hail, lightning, reverse polarity, power surge, electrical overload, freezing, wind damage, fire, war, acts of God or, loss that is normally covered by a standard Casualty or Physical Damage Insurance Policy whether or not an insurance policy is in force for Your Vehicle.
14. The Cost of teardown, disassembly or assembly when a Breakdown is not covered by this Agreement.
15. Repairs that are covered under a repairer's guarantee or another Agreement Provider's coverage.
16. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees. Damage or injury to, or loss of any animal(s)/livestock.
17. Repairs made outside the United States and Canada.
18. Service adjustments and cleaning, reprogramming unrelated to the repair of a covered Breakdown. Repositioning, refitting, adjustment or alignment not related to a covered Breakdown. All maintenance services. HVAC (heater, ventilation, air conditioner) recharge, refrigerant, coolant, air filter, lubricants, and fluids not related to the repair of a covered Breakdown. Batteries, belts, hoses, filters and normal fluid/oil/lubricant seepage. Tune up, ignition wires, spark plugs, distributor cap, rotor, glow plugs. Fasteners unless required to complete repairs to a covered Breakdown. Bent, warped or sagging frame or frame members and frame supports. Tires, wheels, wheel covers, hub caps, wheel balancing, suspension struts, shock absorbers, brake pads and brake shoes, brake drums, rotors. Freight charges, storage charges, shop supply or shop material charges, miscellaneous charges, document charges, insurance administration charges, hazardous waste charges and any repair to retrofit or replace components due to compliance with any law or legislation.

WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED

This Agreement provides no benefits or coverage and We have no obligation under this Agreement if:

1. You rent Your Vehicle to someone else.
2. Your Vehicle is used for postal service, police or other emergency services.
3. Your Vehicle is modified from the Vehicle manufacturer's original specifications regardless of who or when the modifications were made.
4. For fraudulent representations to obtain the Agreement or presenting a claim under this Agreement.
5. Your Vehicle is identified as a Total Loss, Salvaged, Rebuilt, Designated FEMA Unit or Flood damaged.

LIMIT OF LIABILITY: The Administrator's limit of liability for any one-repair visit shall in no event exceed the actual cash value of Your Vehicle at the time of said repair visit according to the most recently published NADA Guides. **AGGREGATE LIMIT OF LIABILITY:** The total of all benefits paid or payable while this Agreement is in force shall not exceed \$12,000 (excluding tax, title, license fees and financing charges).

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

ARBITRATION: You agree that any claim, dispute or controversy relating to this Agreement or the relationships which result from this Agreement, no matter against whom made, including the applicability of this arbitration clause and the validity of the entire Agreement, shall be resolved by neutral binding arbitration by the American Arbitration Association (unless another neutral organization is agreed upon by the parties), under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which You appear will take place at a location near Your residence. Rules and forms related to arbitration may be obtained by contacting the Administrator at 1-800-579-2233 or via written request to Administrator, P.O. Box 768, 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: California, Florida, Georgia, Mississippi, Nebraska, New Hampshire, Nevada, Oklahoma, Oregon, Wisconsin and Wyoming.

AGREEMENT PERIOD:

- **New Trailer:** The time limit of the **Agreement** Term starts on the **Agreement** Purchase Date in the **Vehicle** section of the **Information Page** and shall terminate when the length of time passes as described in the **Vehicle** and Coverage section on the **Information Page**.
- **Used Trailer:** The time limit of the **Agreement** Term starts on the **Agreement** Purchase Date in the **Vehicle** section of the **Information Page** plus 30 days and shall terminate when the length of time passes as described in the **Vehicle** and Coverage section of the **Information Page**, plus 30 days, unless Optional Day One Coverage has been selected.
- **Optional Day One Coverage Term (Used Trailers Only):** This coverage term will begin on the **Agreement** purchase date and expires after the passing of time as described in the **Vehicle** and Coverage section on the **Information Page**.
- **Post Delivery Sale:** This coverage term will begin after the expiration of the waiting period from the date that this **Agreement** was purchased and shall expire upon the completion of the coverage term plus the equivalent passing of time of the waiting period.

CANCELLATION PROCEDURE: 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; and 2) **Vehicle** Identification Number.
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 and, in the event of a cancellation upon repossession, the sole payee.
3. If this **Agreement** is cancelled within thirty (30) days of the **Agreement Purchase Date** and no claim has been made, the **Administrator** 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 days in force 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 and, in the event of cancellation upon repossession, the sole payee. Important: State Guidelines and Regulations where **Agreement** was sold take precedence over these **Terms**. Where permitted by state law, any claim incurred or paid will be deducted from the amount of the cancellation refund. (Arizona, Georgia, Louisiana, and Nevada do not allow for a claim incurred or paid to be deducted from the amount to be returned.)

CANCELLATION BY US: We may cancel this **Agreement** for non-payment, material misrepresentation or fraud by **You**. If **We** cancel this **Agreement**, the **Administrator** will provide written notice to **You** via mail outlining the specific nature or reason for cancellation and the effective date of cancellation. If **We** cancel for material misrepresentation or fraud, **You** will receive a pro rata refund of the **Agreement Purchase Price** based on the days in force, the **Term** of the plan selected and the date coverage begins.

INSURANCE STATEMENT:

Our obligations are guaranteed by an insurance policy issued by Virginia Surety Company, Inc. In the event that **We** cease to operate, provide service 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** by contacting them in writing or by telephone.

TRANSFER OF AGREEMENT:

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

NOTICE TO CONSUMERS:

- 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 contract between us. No change or modification to the written terms are valid.
- This **Agreement** is based on information **You** provided on the application. Misrepresentation on the application will result in rejection of this **Agreement**.

- **Payment Plan:** Where permitted by State Law, the settlement of any claim may first be applied to reduce any unpaid, outstanding balance on a Agreement that has been financed.

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: The arbitration provision is deleted in its entirety. 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 or via the web site at www.insurance.ca.gov. Cancellation of this **Agreement** shall comply with California law. If **You** provide notice of cancellation to **Us** during the first sixty (60) days from the effective date for a new or thirty (30) days for a used **Vehicle**, **You** will be refunded 100% of the premium paid, if no claims have been filed. **We** are liable for any claim reported prior to the effective date of cancellation and covered by the **Agreement**. If a claim has been filed within the first sixty (60) days for a new or thirty (30) days for a used **Vehicle**, the refund will be pro-rated based on elapsed time. After the first sixty (60) days for a new or thirty (30) days for a used **Vehicle**, **You** will be refunded 100% of the unearned premium paid, less a fee of ten percent (10%) of the refund amount or \$25.00, whichever is less. The unearned premium will be prorated based on the months remaining. 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.

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

Connecticut: All disputes must be resolved in accordance with the Regulations of Connecticut State Agencies §42-260. In the event of a dispute with the **Administrator**, **You** may contact the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816. Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price or lease price of the product, the **Cost** of the repair or replacement and a copy of the extended warranty **Contract**. If the term of this **Agreement** is less than one (1) year, the **Agreement** term shall be automatically extended while any repairs covered under the **Agreement** are being done and the **Vehicle** is in the custody of the **Authorized Repair Facility**. If **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen, destroyed or **You** give notice of cancellation, **You** may cancel this **Agreement** subject to the cancellation provisions of this **Agreement**. Program coverage for a used **Vehicle** begins thirty (30) days after the sale date of the **Agreement**. Contract terms are extended by 30 days to accommodate non-coverage during the 30 day waiting period.

Florida: The **Agreement Obligor** is American Guardian Warranty Services of Florida, Inc. (FL License #60116) P.O. Box 768, Warrenton, 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. Modifications to the **Vehicle made by You** results in rejection of coverage under this **Agreement**. 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. The finance company/lienholder must hold a power of attorney in order to cancel the service for nonpayment. Program coverage for a used **Vehicle** begins thirty (30) days after the sale date of the **Agreement**. Contract terms are extended by 30 days to accommodate non-coverage during the 30 day waiting period.

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

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

Illinois: Wear and Tear is included in this **Agreement**.

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

Iowa: If **You** have problems or questions about this **Agreement**, **You** may contact the Commissioner of Insurance of the State of Iowa or the Iowa Securities Bureau at (515) 281-5705, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738. 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**. If **We** cancel the contract, a termination notice will be mailed by **Us** to **You** within fifteen (15) days of cancellation.

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 thirty (30) 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 ten (10) 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**. **NOTICE: THIS AGREEMENT IS NOT AN INSURANCE CONTRACT.**

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**: If **We** cancel **You** will receive a pro-rata refund of the **Agreement** purchase price based on the days in force, the term of the plan selected and the date coverage begins. The cancellation is not effective until fifteen (15) days after notice of cancellation is mailed to **You**. **Agreement** Renewal: This **Agreement** is not renewable. If **Your Vehicle** is modified from the **Vehicle** manufacturer's original specifications, this **Agreement** will not provide coverage for the modifications or the modified parts. However, this **Agreement** will not exclude all coverage on **Your Vehicle**. This **Agreement** will continue to provide any applicable coverage to parts of **Your Vehicle** that have not been modified from the **Vehicle** manufacturer's original specifications, unless such coverage is otherwise excluded by the terms of this **Agreement**. **Program coverage for a used Vehicle begins thirty (30) days after the sale date of the Agreement. Contract terms are extended by 30 days to accommodate non-coverage during the 30 day waiting period.**

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

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

Oklahoma: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Cancellation: If **You** cancel this **Agreement** within thirty (30) days of the sale date, **We** will refund the full amount paid. If the **Agreement** is cancelled by **You** after the first thirty (30) days, return of premium shall be based upon one hundred (100%) percent of the unearned pro-rata premium less a service charge of ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50.00), whichever is less, and less any paid claims.

Disclosure Statement: Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. **Commercial Use:** Oklahoma service warranty Statutes do not apply to **Commercial Use** references in service warranty contracts. Disputes will be processed through the judicial system. American Guardian Warranty Services, Inc. license number is 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. **The Arbitration section is amended to add**: Arbitration in Utah is binding and shall be in compliance with the "Utah Uniform Arbitration Act" (78B-11-101). In Utah, arbitration does not have to take place within sixty (60) days of the filed loss. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS JUDGMENT IN ANY COURT OF PROPER JURISDICTION. **Agreement Coverage**: Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. **The Exclusions – What Is Not Covered section is amended to add**: 6. Any covered repair not authorized in advance by **Us** with the exception of emergency repairs. The Cancellation provision is amended to abide by the Utah Code 31A-21-303. **The Cancellation by Us section is amended to add**: Cancellation of this **Agreement** at any time is effective no sooner than thirty (30) days from the delivery or first-class mailing of a written notice to **You**. Cancellation for non-payment of premium is effective no sooner than 10 days after delivery or first class mailing of a written notice to the policy holder. This **Agreement** cannot be voided for any reason and may only be cancelled with proper notice. **You** may purchase this **Agreement** through payment up front or through installment payments. **The Insurance Statement section is amended to add**: Should **We** fail to pay or provide service on any claim within 60 days after proof of loss has been filed, **You** are entitled to make a claim against the insurance company.

Washington: The following provisions of **Your Agreement** are hereby amended with the following pursuant to the Revised Code of Washington 48.110.075: **Our** Obligations are insured by Virginia Surety Company policy number #009. Please refer to the insurance statement for additional information. Cancellation: **You** may cancel and return this **Agreement** and receive a refund of the full purchase price by returning it to the **Administrator** within nine (9) days or less, if no claim has been made. If after nine (9) days and no claim has been made, **You** may cancel and return this **Agreement** for full purchase price, less a cancellation charge of \$25.00. If after thirty (30) days, and a claim has not been made, the refund will be determined on a pro-rata basis, less a cancellation charge of up to twenty-five dollars (\$25.00). If **You** cancel and return this **Agreement**, the **Agreement** is void from the beginning and the parties are in the same position as if no **Agreement** had been issued. Any claim paid or incurred may be deducted from the amount of the cancellation refund. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of return of the **Agreement** to the provider. 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. **Our** subrogation rights exist only after you have been made financially whole according to Washington law.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. **The Agreement Administrator and Obligor is American Guardian Warranty Services of Wisconsin, Inc., 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.**

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.