

ADMINISTRATIVE OFFICE

P.O. Box 3538
 Glen Ellyn, Illinois 60138
 630-790-6000 or 1-800-579-2233
 Fax: 630-790-6009



Agreement No.

SECTION 1 - VEHICLE INFORMATION INFORMATION PAGE

YEAR	MAKE	MODEL		CURRENT MILEAGE
VEHICLE IDENTIFICATION NUMBER (VIN)		AGREEMENT PURCHASE DATE	AGREEMENT PURCHASE PRICE	VEHICLE PURCHASE PRICE
OPTIONAL EQUIPMENT - FEATURES (MUST BE IDENTIFIED AT TIME OF PURCHASE FOR COVERAGE TO APPLY)				
<input type="checkbox"/>	4X4 AND ALL WHEEL DRIVE	<input type="checkbox"/>	TURBO/ SUPERCHARGER	<input type="checkbox"/>
		<input type="checkbox"/>	DIESEL/ TURBO DIESEL	<input type="checkbox"/>
				GM-NORTHSTAR ENGINE

SECTION 2 - CUSTOMER INFORMATION

NAME (LAST)		(FIRST)	(MI)	
ADDRESS		CITY	STATE	ZIP
PHONE		E-MAIL ADDRESS		

SECTION 3 - DEALER INFORMATION

NAME			PHONE	
ADDRESS		CITY	STATE	ZIP

SECTION 4 - PAYMENT PLAN PROVIDER

NAME				
ADDRESS		CITY	STATE	ZIP

SECTION 5 - AGREEMENT INFORMATION

DEDUCTIBLE - Per Component - \$100.00	TERM SELECTED Requires a 30 day/1,000 mile waiting period. MONTHS MILES	COVERAGE START DATE: COVERAGE STARTING MILEAGE:	OPTIONAL COVERAGE <input type="checkbox"/> Seals and Gaskets
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Coverage begins 30 days and 1,000 miles from the date that the **Agreement** was purchased and expires upon the passing of the number of months specified above or the number of miles (**Current Mileage** shown in SECTION 1 plus mileage shown in TERM), whichever occurs first. The 30 day and 1,000 mile period is added to the end of **Your** term. The Coverage Start Date and Coverage Starting mileage is described under Agreement Information identified above. **See Section State Requirements of this Agreement, for exceptions.**

Agreement Obligor American Guardian Warranty Services, Inc.*	I hereby declare that the above information is correct. (Customer Signature)
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SECTION 5 - AGREEMENT INFORMATION (CONTINUED)

The Agreement that You are purchasing is between You and the Agreement Obligor. You will be notified by the Selling Dealer and/or the Administrator if the Agreement is ineligible for coverage. (Not in AZ) You (the undersigned) have reviewed the terms of this Agreement and understand the coverage, exclusions and maintenance requirements. This Agreement is based on information You provided on this information page. AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS. Important: See Section State Requirements for guidelines and regulations where this Agreement was sold.		
Customer Signature (Your)	Purchase Date	Selling Dealer Representative - Signature

If no term and mileage has been indicated in the section titled **TERM SELECTED**, then coverage will be in effect for 36 months/36,000 miles, whichever occurs first. A \$100.00 **Deductible** per component will apply. Any modification, alteration or change to the printed terms, conditions or coverages of this **Agreement** renders the **Agreement** invalid.

***In Florida, the Agreement Obligor is: American Guardian Warranty Services of Florida, Inc. (FL License #60116)**
 AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS
 CLAIMS OFFICE TOLL-FREE NUMBER: (800) 579-2233

COVERAGE:

(Includes those Items listed in Components 1 through 7)

We will reimburse the **Cost** of any mechanical failure of the specific components listed below subject to the **Deductible** listed on the Information Page. Seals and Gaskets are only covered in conjunction with a covered repair.

1. ENGINE: All internally lubricated parts including: crankshaft and bearings, oil pump, pistons, piston rings, connection rods and rod bearings, timing gears, timing chain, timing belt, camshaft and camshaft bearings, push rods, rocker arms, rocker arm shaft and hydraulic lifters, intake and exhaust valves, valve springs, harmonic balancer, water pump. Engine blocks and cylinder heads are also covered if

Breakdown was caused by an internally lubricated part. **TURBOCHARGED/SUPERCHARGED/DIESEL ENGINES (This coverage must be purchased if so equipped):** All internally lubricated parts, turbocharger and injection pump.

2. AUTOMATIC/STANDARD TRANSMISSION: All internally lubricated parts within the gear case, torque converter, housing if **Breakdown** was caused by the failure of an internally lubricated part. Seals and Gaskets are only covered in conjunction with a covered repair. (Clutch plate, pressure plate, Flywheel, Cables, Electrical Components, release and pilot bearings are NOT included).

3. DRIVE AXLE ASSEMBLY (2 Wheel Drive): All internally lubricated parts. Universal and CV joints (**except if boot was damaged or missing**). Drive axle housing is also covered if damage is caused by **Breakdown** of an internally lubricated part. **4 WHEEL DRIVE/ALL WHEEL DRIVE:** Coverage will apply only when selected on the Information Schedule. **Drive Axle Assembly (4 Wheel and All Wheel Drive):** All internally lubricated parts, CV joints (**except if boot was damaged or missing**).

Housing and transfer case if damaged by an internally lubricated part.

4. AIR CONDITIONING: Compressor, Condenser, Evaporator, Expansion Valve and Blower Motor. The following Components are also covered if required in connection with the repair of a listed Covered Component: accumulator/receiver dryer and orifice tube.

5. ELECTRICAL: Alternator, voltage regulator, starter motor, starter solenoid, ignition switch, front and rear window wiper motors and switches, washer pump and switch, headlamp switch, turn signal switch, rear defogger switch, heater/A.C. blower speed switch, power window motors and switches, power door lock actuator and switches.

6. FUEL: Fuel delivery pump, fuel injection pump.

7. COOLING: Water pump, engine cooling fan motor, fan and fan clutch.

OPTIONAL COVERAGE:

SEALS AND GASKETS: When indicated on the Information Page and a surcharge has been paid, the Administrator will cover the following named components: timing chain cover gasket, oil pan gasket, cylinder head gasket(s), intake manifold gasket and valve cover gasket(s), except when the cause of failure is the result of overheating, lack of lubrication or lack of required fluids. **Vehicles with more than 125,001 miles or more on the odometer and older than 10 model years at the time of Agreement issuance are not eligible for Seals and Gaskets Coverage.**

ADDITIONAL BENEFITS:

- **Towing Assistance:** If towing assistance becomes necessary due to the **Breakdown** of a covered component, towing Costs not payable by insurance will be covered for up to \$50.00 per occurrence.
- **Rental Assistance:** In the event of a **Breakdown** of a covered part, **You** will be reimbursed for actual expenses incurred for substitute transportation up to \$35.00 per day, for five (5) days, not to exceed \$175.00 per occurrence. After the first day of rental, each additional day requires the covered repairs exceed 4.0 labor hours per additional day as defined in the current year's manufacturers or nationally recognized labor time standards manual. For parts delay or component failure inspection, a per day allowance may be made at the discretion of the **Administrator**. Reimbursement for substitute transportation shall not continue beyond the day on which covered repairs are completed. A substitute **Vehicle** must be rented from a nationally recognized rental agency and receipts are required for reimbursement. To receive reimbursement, **You** must present a rental agreement signed by **You**, including proof of payment receipt, from the nationally recognized rental agency within sixty (60) days of the completion of the covered repairs.
- **Agreement Transferability:** In the event that **You** sell the covered **Vehicle** to another private party, **You** may apply for transfer of coverages to the new owner. See the section titled Terms and Conditions for necessary procedures.
- **Emergency Reimbursement:** In the event that you file a claim against **Your** collision/comprehensive insurance policy for collision or emergency repairs to the covered **Vehicle**, **We** will reimburse **You** up to \$250 towards **Your** out of pocket deductible obligation. This benefit is limited to one occurrence during the term of this **Agreement**. Coverage is only available for new claims occurring after the expiration of the 30 day/1,000 mile waiting period.

In order to make a claim you must provide the following documents: 1) A written statement detailing the incident and a copy of the police report if you received one; 2) A copy of your proof of insurance-declaration page; 3) A copy of the covered **Vehicle's** current registration; and 4) A copy of the repair bill for services paid by **Your** insurance company and signed by **You**. 5) Proof of **your** payment for **your** out of pocket deductible.

The **Administrator** reserves the right to request other documents to verify **Your** claim. All documents must be received within 60 days of the original date of loss. No deductible applies to this benefit.

WHAT TO DO IF REPAIRS ARE NEEDED

If **Your Vehicle** is unsafe to drive and needs to be towed, contact a tow company or vehicle repairer and obtain needed services. Deliver **Your Vehicle** to a repair

facility and authorize them to diagnose the failure. Provide the repairer with **Your Agreement** number and direct them to call **American Guardian Warranty Services for Repair Authorization at 1-800-579-2233**.

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

- Wait until regular business hours and then follow the normal claims procedure outlined above.
- Authorize and pay for any teardown or diagnostic time needed to determine whether **Your Vehicle** has a Covered **Breakdown**. If **You** reasonably determine that **You** have a Covered **Breakdown** and **You** choose to have **Your Vehicle** repaired, **You** are responsible for paying the repair. **You** must then call the **Administrator** during the next available regular business hours so that the **Administrator** may determine whether there was a Covered **Breakdown**. If the **Administrator** determines that there was a covered **Breakdown**, then **We** will pay **You** in accordance with the terms and conditions of this **Agreement**.

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

Call Toll Free at 1-800-579-2233 for Instructions and Repair Authorization.

No Payment for a Claim will be made without Authorization.

TERMS AND CONDITIONS

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

Definitions:

Administrator-means **American Guardian Warranty Services, Inc. (AGWS), P.O. Box 3538, Glen Ellyn, IL 60138 (800) 579-2233** except in the State of Florida where **Administrator** means **American Guardian Warranty Services of Florida, Inc., P.O. Box 3538, Glen Ellyn, IL 60138 (FL License #60116)**.

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

Breakdown or Mechanical Failure-means the failure of an original or replacement part, covered by this **Agreement**, to perform its function as it was originally designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's tolerance. It does not mean the gradual reduction in operating performance due to normal wear and use.

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

Deductible-means the amount that **You** must pay for covered repairs per component as indicated in SECTION 5 – AGREEMENT INFORMATION on the Information Page of this **Agreement**. A per component deductible applies to each numbered Component section listed below the Section titled Extra Coverage for each repair visit.

Selling Dealer-means the retail seller of this **Agreement** to **You** for the covered **Vehicle** described in SECTION 1 – VEHICLE INFORMATION.

Vehicle or Covered Vehicle-means the **Vehicle** described under SECTION 1 – VEHICLE INFORMATION.

We, Us or Our-means **American Guardian Warranty Services, Inc. P.O. Box 3538, Glen Ellyn, IL 60138 (800) 579-2233** except in the State of Florida where **We, Us, or Our** means **American Guardian Warranty Services of Florida, Inc., P.O. Box 3538, Glen Ellyn, IL 60138 (800) 579-2233 (FL License #60116)** the **Administrator** who is identified as the **Agreement Obligor** on the **Information Page** of this **Agreement**.

You and Your-means the purchaser identified under SECTION 2 – CUSTOMER INFORMATION on the Information Page of this **Agreement**.

Insurance Statement:

Our obligations are guaranteed by an insurance policy (No. 3312) issued by Virginia Surety Company, Inc. In the event that **We** cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, **You** may file a claim directly with **Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206**.

Your Responsibilities:

1. You must perform the manufacturer's recommended maintenance including keeping receipts for services from the date of purchase. The required receipts include Date, Mileage, Service Performed and Service Provider. These records will be requested by the Administrator for the investigation of a claim. 2. Use all reasonable means to protect Your Vehicle from further damage when a Breakdown occurs. 3. You must authorize necessary labor time for the repairer to diagnose a Breakdown. 4. Direct the repair facility to Call American Guardian at 1-800-579-2233 to report a claim. You must obtain Repair Authorization from American Guardian Warranty Services prior to repairing any covered component. 5. To receive reimbursement for Your authorized claim You must submit the following within sixty (60) days of approval: A) the original Repair Order signed by You B) Proof of Payment with a Cash Register Receipt/Credit Card Receipt/Personal Check Copy C) Where applicable, copies of original Towing or Rental Bill with proof of payment.

Repair Inspections: We reserve the right to inspect **Your Vehicle** to evaluate covered repairs.

Exclusions-What Is Not Covered:

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

1. **Pre-Existing Condition(s).** Any Vehicle found not to be in good mechanical order at the time this Agreement is placed on the Vehicle.
2. For damage to a covered component caused by the failure of a component not listed as covered under this Agreement.
3. Repairs covered under the original manufacturer's warranty whether or not that warranty was transferred to You. Any Cost, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls or service bulletins.
4. Repairs beyond those required to correct a Breakdown.
5. Any covered repair not authorized in advance by Us.
6. Damage caused by continued operation of an impaired Vehicle.
7. Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.
8. Overloading the Vehicle beyond the manufacturer's recommended capacity.
9. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the vehicle has been driven for whatever reason.
10. A Breakdown caused by or involving modifications, alterations or additions to Your Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle manufacturer.
11. A Breakdown caused by or related to towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
12. Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.
13. Repairs made outside the United States and Canada.
14. Repairs required because of: fraud, collision, abuse, negligence, neglect, misuse, abuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God or, loss that is normally covered by Casualty Insurance.
15. The Cost of teardown, disassembly or assembly when a Breakdown is not covered by this Agreement.
16. Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage.
17. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees.
18. Service adjustments and cleaning, reprogramming not related to the

repair of a covered Breakdown, alignment not related to a covered repair. Carburetor, and throttle body. Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered component. Batteries, all belts, all hoses, all lines, all filters, oxygen sensor, EGR valve and PCV. Evaporative control devices: bypass valve and solenoid, gas cap, canister vent and purge valve, air pump, charcoal canister, leak detection pump. Ignition wires, distributor cap, spark plugs, glow plugs, tune ups, wiper blades, tires, wheels, wheel covers, wheel balancing, MacPherson Struts or Suspension Struts, shock absorbers, disc brake pads, brake shoes, brake rotors, brake drums, manual clutch disc/pressure plate, pilot and throw out bearing and clutch slave cylinder, light bulbs, sealed beams, HID & LED bulbs and lenses, exhaust system including catalytic converter(s). Storage, freight charges, shop supply charges, miscellaneous charges, document charges, hazardous waste charges, repairs to retrofit or replace components due to compliance with any law or legislation.

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

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

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

Limit of Liability:

The Administrator's limit of liability is determined by the following schedule per component assembly for the term of the Agreement:

Engine	\$3,000.00
Transmission	\$2,500.00
Drive Axle-Front/Rear/Transfer Case	\$1,500.00 each
Air Conditioning	\$1,000.00
Electrical	\$1,000.00
Engine Cooling & Fuel	\$700.00 each
Optional Coverage: Seals & Gaskets	\$1,000.00

Aggregate Limit of Liability: The total of all benefits paid or payable while this Agreement is in force shall not exceed \$10,000.00.

Subrogation:

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

Arbitration:

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

Agreement Period:

The time and mileage limit of the Term Selected start on the Sale Date and Current Mileage in Section 1 on the Information Page plus 30 days and 1,000 miles is the starting time and starting mileage. This **Agreement** shall terminate when the length of time plus 30 days or, when total accumulated mileage exceeds the sum of the mileage at purchase plus 1,000 miles plus the mileage shown in Term Selected as described in SECTION 5 – AGREEMENT INFORMATION on the Information Page, whichever occurs first.

Cancellation: In the event the Covered **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: 1) the **Agreement** number; 2) **Vehicle** Identification Number; and 3) **Vehicle** Mileage. If this **Agreement** is canceled within thirty (30) days of the sale date and no claim has been made, **We** will refund the full amount of the **Cost** of the **Agreement**. If the **Agreement** is canceled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the **Agreement** charge according to the

pro-rata method reflecting the greater days in force or the miles driven based on the term of the plan selected and the date coverage begins. The refund is subject to a \$50.00 dollar administrative fee, where permitted by state law. Important: State Guidelines and Regulations take precedent over these terms. Where permitted by State law, any claim incurred or paid will be deducted from the amount of the cancellation refund. If this **Agreement** is canceled due to non-payment, no refund will be due. For questions regarding cancellation, call (800) 579-2233.

Cancellation of This Vehicle Service Agreement: In order to cancel, **You** must mail the **Agreement** to the **Selling Dealer** or **Administrator** along with written statement of intent to cancel and a notarized statement indicating the odometer reading on the date of the request. The customer shall provide a certified odometer statement showing the mileage at cancellation. The certified statement can be obtained from a service facility, DMV, or dealership. If the certified odometer reading is not available, cancellation will be based on 1,250 miles per month. **We** may cancel the **Agreement** if it was obtained through material misrepresentation, fraud, or for non-payment of the **Agreement** price.

Transfer of Agreement:

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

Payment Plan Agreements:

If this **Agreement** is purchased on a payment plan, failure to make timely payments will result in cancellation with no refund due unless State Law mandates otherwise. Should a claim arise before this **Agreement** is paid in full, the balance owed will be deducted from the claim payment unless State Law mandates otherwise.

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.

- This Agreement is not an Insurance Contract.
- The terms of this written Agreement control the Agreement between us. No change or modification to the written terms is valid.
- This Agreement is based on information You provided on the Information Page. Misrepresentation on the Information Page will result in rejection of this Agreement.
- **Payment Plan:** Where permitted by State Law, the settlement of any claim may first be applied to reduce any unpaid, outstanding balance on an Vehicle Service Agreement that has been purchased on a payment plan.

STATE REQUIREMENTS

If this Agreement was purchased in any of the following states, the Agreement is amended as indicated after each State. The Administrator of this Agreement makes diligent effort to include all state notices as they become effective, but in cases where a state's notice is not present on this printing of the Agreement, State Law will take precedence over the terms and conditions of this 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. The emergency reimbursement benefit is not allowed in this state.

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.

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**. Nations Safe Drivers does business as Nations Motor Club Inc.

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. Also, repairs when the covered vehicle’s odometer has been altered or tampered with *while owned by You* are excluded from coverage. Modifications to the vehicle *made by You* results in rejection of coverage under this **Agreement**. Damage due to sludge may not be excluded from coverage. 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. A cancellation by the **Administrator** will comply with Georgia Code Chapter 33-24-44. 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. The Emergency Reimbursement Benefit does not apply. The 30 day/1000 mile waiting period will be added to the term of the contract at expiration.

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.

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**.

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

Illinois: **You** will be entitled to a full refund of the **Agreement** Price if **You** provide a written notice of cancellation to the **Selling Dealer** within the first thirty (30) days after the **Agreement** purchase date, and if **You** have not filed a claim under this **Agreement**. If **You** provide a written notice of cancellation to the **Selling Dealer** after the first thirty (30) days after the **Agreement** purchase date, or if **We** or the Lienholder cancel this **Agreement** at any time, **You** will be entitled to a pro-rated refund of the **Agreement** Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total time or mileage specified in the **Agreement**, less a cancellation fee equal to the lesser of \$50.00 or ten percent (10%) of the amount of the pro-rated refund, and the amount of claims paid under this **Agreement**. Wear and Tear: a gradual reduction in operating performance due to normal wear and use IS included in this **Agreement**.

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.

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.

Michigan: If the performance of this **Agreement** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of this **Agreement** shall be extended for the period of the strike or work stoppage.

Minnesota: **Your** rights and obligations are fully explained in the Used **Vehicle** Limited Warranty Document provided to **You** by the **Selling Dealer** or **Administrator**. If **Your** covered **Vehicle** does not have an owner's manual contact

the **Administrator** or **selling dealer** to receive a copy for a fee not to exceed \$10.00. Minnesota Statute #325F.662, provides for express warranty **Coverage** on used **Vehicles** as follows: 1. If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least sixty (60) days or 2,500 miles, whichever comes first. 2. If the used motor **Vehicle** has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first. **The Agreement provisions are amended as follows:** There is **no** waiting period in Minnesota. The sentence on the Application Page “Any material misrepresentations made by the purchaser may result in cancellation of the **Agreement**” does not apply in Minnesota. Motor **Vehicle Service Agreements** may **NOT** exclude or terminate **Coverage** due to any **Pre-Existing Condition**. Damage to a covered component caused by the failure of a component not listed as covered **IS** covered in this **Vehicle service Agreement**. **Agreements** may exclude or cancel **Coverage** in the event of misrepresentation or fraud **ONLY IF** such misrepresentation or fraud occurs “in the submission of a claim”. **Agreements** may **NOT** exclude repairs covered under the original manufacturer’s warranty. **Agreements** may **NOT** exclude **Coverage** for damage caused by rust, corrosions, carbon, varnish, engine sludge, or foreign material. **Agreements may exclude** repairs required due to contamination. Contamination refers to the unnatural presence of a foreign substance within a **Vehicle** system using fluids, liquids, or lubricants. **Agreements** may **NOT** exclude **Coverage** for damage caused to a **Covered Part** by a non-**Covered Part** or by “consequential” damage from a non-**Covered Part**. **Agreement** may exclude or cancel **Coverage** in the event an odometer is found to be tampered with **ONLY IF** the tampering occurs while the affected **Vehicle** is owned by the person holding the motor **Vehicle Service Agreement**. **Agreements** may exclude or cancel **Coverage** for failure to repair a broken odometer **ONLY IF** such failure to repair occurs while the person holding the **Agreement** actually owns the **Vehicle**. **Agreements** may **NOT** exclude or cancel **Coverage** in the event a **Vehicle** is found to be rebuilt or refurbished from a total loss or to have a branded title. AGWS **will** inspect **Your Vehicle** and require proof of performed services. Note: For the state of Minnesota, the venue for 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.

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.

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.

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. In Nevada the 30 day/1000 mile exclusionary period is waived. If Your Vehicle is modified from the Vehicle manufacturer's original specifications, this Agreement will not provide coverage for the modifications or the modified components. However, this Agreement will not exclude all coverage on Your Vehicle. This Agreement will continue to provide any applicable coverage to components of Your Vehicle that have not been modified from the Vehicle manufacturer's original specifications, unless such coverage is otherwise excluded by the terms of this Agreement.

New 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. Emergency deductible reimbursement is not available.

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 in Section 8 of Information Schedule) 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. Nation Safe Drivers does business as Nation Motor Club, Inc.

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: If **We** cancel this **Agreement**, **We** will mail a written notice to **You** at **Your** last known address contained in **Our** records at least six (6) days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. **We** will not send **You** advance notice if the reason for cancellation is nonpayment of the **Agreement** Price, a material misrepresentation by **You** to **Us** or a substantial breach of duties by **You** relating to the **Vehicle** or its use. **We** will provide **You** with a refund within forty-five (45) days after the **Selling Dealer** receives **Your** written notice of cancellation, and if **We** fail to do so within that time, **We** will send **You** a penalty of ten percent (10%) of the **Agreement** Price for each month that the refund remains unpaid. The right to cancel this **Agreement** is non-

transferable. Any unresolved complaints or questions concerning the regulation of **Service Agreement** providers may be addressed to: Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX 78711, Telephone (800) 803-9202 or (512) 463-6599.

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 JUDGEMENT 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. Nation Safe Drivers does business as Nation Motor Club, Inc.

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 greater of usage of miles or months from the start of the **Agreement** term to the expiration terms, less a cancellation charge of up to twenty five dollars (\$25.00). If **You** cancel and return this **Agreement**, the **Agreement** is void from the beginning and the parties are in the same position as if no Agreement had been issued.

Any claim paid or incurred may be deducted from the amount of the cancellation refund. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of return of the **Agreement** to the provider. **Cancellation by 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. 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. Nation Motor Club, Inc. is Nation Safe Driver's trade name.

Wisconsin: THIS WARRANTY AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE INSURANCE COMMISSIONER. The Administrator may not deny an otherwise valid claim solely because the Agreement Holder did not receive prior authorization. Authorized claims should be submitted to the Administrator in writing within sixty (60) days of authorization or as soon as reasonably possible and within one year of the date of the authorization. If the Agreement Holder receives any benefits under this Agreement, **We** be entitled to all the Agreement Holder's rights of recovery against any manufacturer, repairer or other party who may be responsible for the Costs covered by this Agreement or for any other payment made by Us, but only after the Agreement Holder has been fully compensated for damages. Cancellation: Claims paid may NOT be deducted from the cancellation refund. Note: In Wisconsin, Roadside Assistance Benefits are provided by Nation Motor Club, Inc. d/b/a Nation Safe Drivers. In Wisconsin, the arbitration provision is amended to provide for non-binding arbitration upon the agreement of both parties.

Wyoming: Arbitration is non-binding in Wyoming and any proceedings will take place in accordance with the Wyoming Arbitration Act. 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.

SAMPLE