

BASIC COVERAGE: (Includes those Items listed in Components 1 through 4)

Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and use, when the wear exceeds the manufacturer's specifications and subject to the Limits of Liability.

1. ENGINE: Cylinder block and cylinder head(s), all internal lubricated parts including pistons, piston rings, wrist pins, connecting rods, rod and main bearings, crankshaft, camshaft(s) and bearings, followers, lifters, pushrods, rocker arms, rocker shafts and bushings, timing chain and gears, timing chain tensioners, balance shafts, valves, valve seats, valve guides, valve springs and retainers, oil pump, oil pump pick up and drive. Timing belt and timing belt tensioners. Dip stick and tube. Intake manifold, exhaust manifold(s), harmonic balancer, flywheel/flex plate, valve cover(s), timing case cover, oil pan.

TURBO/SUPERCHARGER EQUIPPED: When selected in Section 1, Optional Equipment-Features and the appropriate surcharge is paid. The Turbo/Supercharger housing and all internal lubricated parts plus the wastegate/bypass valve are covered.

DIESEL/TURBO DIESEL EQUIPPED: When selected in Section 1, Optional Equipment-Features and the appropriate surcharge is paid. All internal lubricated parts listed under ENGINE plus the diesel injection pump and vacuum pump are covered.

2. TRANSMISSION: AUTOMATIC EQUIPPED: Transmission Case and all internal lubricated parts including oil pump, valve body, torque converter, governor, clutches, bushings, shafts, gear sets, bearings, vacuum modulator dip stick and tube. **Standard**

Transmission Equipped: Transmission case and all internal lubricated parts including shafts, bushings, bearings, gear sets, synchronizers, shift forks. **Transfer Case Equipped:** When selected in Section 1, Optional Equipment-Features and appropriate surcharge is paid. The Transfer Case housing and all internal lubricated parts including main shaft, gear sets, chain and sprockets, bearings, bushings are covered.

3. DRIVE AXLE: Front Wheel Drive Equipped: Drive axle housing and all internal lubricated components including carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, constant velocity joints and double offset joints (except if boot was damaged or missing), front and rear wheel hub bearings. **Rear Wheel Drive Equipped:** Drive axle case and all internal lubricated parts including carrier, ring and pinion gears, gear sets, bearings bushings, limited slip clutch pack, axle shafts, drive shafts, drive shaft support, u-joints, front and rear wheel hub bearings. **Four Wheel Drive/All Wheel Drive Equipped:** When selected in Section 1, Optional Equipment-Features and the appropriate surcharge is paid. All components listed under Front Wheel and Rear Wheel Equipped are covered plus locking hubs.

4. TAXES AND FLUIDS: Associated state and local taxes where applicable and required fluids to complete covered repairs. Deductible does not apply.

PLUS COVERAGE: (Includes those Items listed in 1 through 11) when selected in

Section 5 on the Information Page of this **Agreement**. Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and use, when the wear exceeds the manufacturer's specifications and subject to the Limits of Liability.

5. ELECTRICAL: Alternator, voltage regulator, starter motor and drive, starter solenoid, wiring harnesses. Front windshield wiper motor, rear wiper motor and front/rear windshield washer pump(s) and switch. Power window motors and power window regulators. Power door lock and trunk/hatch actuators. Manually operated switches

controlling power door locks and power windows. Headlight switch. Turn signal switch. Horn(s) and horn switch. Cruise control module, servo/transducer and cruise control engagement switch. Manufacturer installed radio with built in cassette/CD player. Windshield wiper activation switch, engine management control computer and distributor. Rear window heating elements. Power antenna motor, power mirror motors and switch.

6. ENGINE COOLING & FUEL: Water pump, thermostat, fan and fan clutch, radiator cooling fan and radiator cooling fan motor. Fuel pump and fuel tank sending unit.

7. AIR CONDITIONING: Compressor and clutch, condenser, evaporator, receiver drier and orifice. Heater/AC blower motor and fan.

8. BRAKES: Power assist booster, master cylinder, disc brake calipers, wheel cylinders, metering/proportioning valve. Anti-lock brake pump motor and controller.

9. STEERING: (Steering Gear or Rack and Pinion Equipped) The steering housing and all internal lubricated parts. Power steering pump, power steering reservoir, main and intermediate steering shaft and coupling.

10. FRONT & REAR SUSPENSION: Spindles/knuckles, wheel hub bearings, front and rear coil springs, leaf springs and shackles, torsion bars. Suspension Alignment will also be included where required to complete covered repairs.

11. INTERIOR & EXTERIOR: Door-Hood-Trunk-Hatch-Gate handles, hinges and latches. Glove box and counsel door hinges and latches. Illuminated vanity visor and visor swivels.

POWER PLUS COVERAGE: Includes those items listed in 1 through 11 - Plus the following added parts when selected in Section 5 on the Information Page of this Agreement. Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and use, when the wear exceeds the manufacturer's specifications and subject to the Limits of Liability.

- **EXTENDED DRIVETRAIN: ADDS THE FOLLOWING TO COMPONENT AREAS 1-3:** *Engine:* Drive Pulleys, auxiliary oil cooler and metal cooler lines, oil pressure sending unit, water jacket-core plugs, motor mounts. *Transmission:* Oil cooler and metal cooler lines, electronic shift control solenoid(s) and speed sensor, transmission mounts, shifter lever.
- **EXTENDED ELECTRICAL: ADDS THE FOLLOWING TO COMPONENT AREAS 5:** Windshield washer pump(s), wiper motor delay circuit board, relay and switch. Electronic ignition module, ignition switch and lock cylinder, brake light switch and doorjamb switches. Instrument cluster, gauges and circuit board.
- **EXTENDED ENGINE COOLING & FUEL: ADDS THE FOLLOWING TO COMPONENT AREAS 6:** Radiator, radiator cooling fan and motor, fan blade, fan clutch, fan shroud, coolant recovery tank, thermostat, temperature sending unit. Fuel tank and fuel tank filler neck.
- **EXTENDED AIR CONDITIONING: ADDS THE FOLLOWING TO COMPONENT AREA 7:** Temperature control programmer, P.O.A. valve, expansion valve, heater core.
- **EXTENDED BRAKES: ADDS THE FOLLOWING TO COMPONENT AREA 8:** Hydraulic metal lines and fittings, emergency/parking brake linkage and cables.
- **EXTENDED FRONT & REAR SUSPENSION: ADDS THE FOLLOWING TO COMPONENT AREA 9:** Upper and lower control arms including shafts and

bushings, upper and lower ball joints. Stabilizer shaft(s) including linkage, mounts and bushings. Strut rods and king pins. Wheel alignment will also be included where required to complete covered repairs.

- **EXTENDED STEERING: ADDS THE FOLLOWING TO COMPONENT AREA 10:** Power steering reservoir, power cylinder assembly, power steering oil cooler and metal lines, tie rod ends, center link, idler arm, pitman arm. Wheel alignment will also be included where required to complete covered repairs.

OPTIONAL COVERAGE

SEALS AND GASKETS: An available option when selected in Section 5 on the Information Page of this Agreement and a surcharge has been paid. All seals and gaskets for named components except when the cause of failure is the result of overheating, lack of lubrication or lack of required fluids.

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. To qualify for the first day of rental reimbursement requires that the **Vehicle** be held out of service overnight at the repairer and the covered repairs exceed 4.0 labor hours as defined in the current year's manufacturers or nationally recognized labor time standards manual. For parts delay or component failure inspection, a per day allowance may be made at the discretion of the **Administrator**. Reimbursement for substitute transportation shall not continue beyond the day on which covered repairs are completed. A substitute **Vehicle** must be rented from a licensed rental agency and receipts are required for reimbursement.
- **Reduced Deductible at the Selling Dealer:** When the **Selling Dealer** listed on the **Information Page** performs repairs to **Your Vehicle**, **Your Standard Deductible** will be reduced to \$50.00 Per Component.
- **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.

WHAT TO DO IF REPAIRS ARE NEEDED

If **Your Vehicle** is within 40 Miles of the **Selling Dealer** and they have service facilities, **You must deliver Your Vehicle to the Selling Dealer.** Provide the **Selling Dealer** with **Your Agreement** number, direct them to call **American Guardian Warranty Services for Repair Authorization at 1-800-579-2233** and authorize them to diagnose the failure.

If **Your Vehicle** is more than 40 Miles from the **Selling Dealer**, is unsafe to drive and needs to be towed, contact 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), 800 Roosevelt Rd, E-300, Glen Ellyn, IL 60137 (800) 579-2233** except in the State of Florida where **Administrator** means **American Guardian Warranty Services of Florida, Inc., 800 Roosevelt Rd, E-300 Glen Ellyn, IL 60137 (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 will be reimbursed using nationally recognized labor time standards. A maximum Labor Rate of \$100.00 per hour will be authorized for covered repairs.**

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 Sections titled Basic Coverage, Plus Coverage and Power Plus Coverage, for each repair visit.

Lienholder/Lender – means a financial institution providing financing for the purchase of the **Vehicle** and/or this **Agreement**.

Obligor – means **American Guardian Warranty Services, Inc.** except in the State of Florida where the **Obligor** is **American Guardian Warranty Services of Florida, Inc. (FL License #60116)**.

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. 800 Roosevelt Rd, E-300, Glen Ellyn, IL 60137 (800) 579-2233** except in the State of Florida where **We, Us, or Our** means **American Guardian Warranty Services of Florida, Inc., 800 Roosevelt Rd, E-300, Glen Ellyn, IL 60137 (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.

Our Responsibilities:

Subject to the Coverage Level and **Deductible** selected under SECTION 5 – AGREEMENT INFORMATION on the Information page of this **Agreement**, the Limits of Liability and items

found under EXCLUSIONS-WHAT IS NOT COVERED, the **Administrator** will reimburse for the **Cost** of necessary repairs. The **Administrator** reserves the right to inspect **Your Vehicle** to evaluate covered repairs.

Exclusions-What Is Not Covered:

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

1. For damage to a covered component caused by the failure of a component not listed as covered under this Agreement.
2. 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.
3. Repairs beyond those required to correct a Breakdown.
4. Any covered repair not authorized in advance by Us.
5. Damage caused by continued operation of an impaired Vehicle.
6. Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.
7. Overloading the Vehicle beyond the manufacturer's recommended capacity.
8. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the vehicle has been driven for whatever reason.
9. 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.
10. For towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
11. 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.
12. Repairs made outside the United States and Canada.
13. 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.
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 Service 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.
17. Service adjustments and cleaning, reprogramming not related to the repair of a covered Breakdown, alignment not related to a covered Breakdown. Carburetor, and throttle body. Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered Breakdown. Batteries, belts, hoses, filters and PCV. EGR Valve and Oxygen Sensor. Ignition wires, distributor cap, spark plugs, glow plugs, tune up, wiper blades, fasteners unless required for the repair of a covered Breakdown, tires, wheels, 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, fuses, light bulbs, sealed beams, 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:

1. Engine.....	\$3,000.00
2. Transmission.....	\$2,500.00
3. Drive Axle-Front/Rear/Transfer Case.....	(each) \$1,500.00
4. Taxes and Fluids.....	As required
5. Electrical.....	\$1,000.00
6. Engine Cooling & Fuel.....	\$700.00
7. Air Conditioning.....	\$1,000.00
8. Brakes.....	\$700.00
9. Steering.....	\$700.00
10. Front & Rear Suspension.....	\$700.00
11. Interior & Exterior.....	\$700.00
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 the Retail Price You paid for the Vehicle (excluding tax, title, license fees and financing charges) or \$10,000.00, whichever is less.

Subrogation:

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

Arbitration:

Any controversy or dispute arising out of or relating in any way to this **Agreement** or sale thereof, including the applicability of this arbitration clause and validity of the **Agreement**, shall be resolved by neutral binding arbitration by the National Arbitration Forum (NAF), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues will be decided by the arbitrator.

- a. If **You** dispute **Our** determination to deny **You** benefits under this **Agreement**, **You** must submit written notice to **Us** of **Your** intent to arbitrate that dispute no later than sixty (60) days following **Our** determination. **Your** failure to meet this time requirement will prevent **You** from disputing **Our** determination, whether through arbitration or otherwise.
- b. The arbitration shall take place in a location near **Your** residence before a single arbitrator selected in accordance with NAF Code of Procedure, NAF rules and forms may be obtained and all claims shall be filed at any NAF office, www.arb-forum.com, or POB 50191, Minneapolis, MN 55405. The NAF may be reached at 615-631-1105 or 1-800-474-2371.
- c. Except for filing fee and the costs **You** may incur to present **Your** case, the cost of the arbitration shall be borne by **Us**, provided that should the arbitrator find that **You** have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration shall be borne by **You**.
- d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator of the commencement and completion of the arbitration hearing. Neither party may recover punitive or exemplary damage awards in any arbitration proceeding.
- f. **The Agreement to arbitrate will survive the termination of this Agreement.**
- g. **IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.**

Please see Your State Requirements for other important Agreement provisions.

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 60 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 3) **Vehicle** Mileage. If this **Agreement** is cancelled 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 cancelled 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, less a \$50.00 dollar administrative fee. 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. Important: State Guidelines and Regulations where **Agreement** was sold take precedent over these terms. Where permitted by State law, any claim incurred or paid will be deducted from the amount of the cancellation refund.

Cancellation By Us: **We** may cancel this **Agreement** for any reason within ninety (90) days of the **Agreement** purchase date. After ninety (90) days, **we** may cancel this **Agreement**: 1) 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 2) If **you** have failed to maintain **your** vehicle as prescribed by the manufacturer 3) If the odometer has been tampered with or disabled and **you** have failed to repair the odometer 4) If **you** do not pay the **Agreement** price 5) If **your** vehicle has a salvage title 6) If **you** use **your** vehicle in any manner not covered by this **Agreement** 7) If **we** cancel this **Agreement**, **we** will mail **you** written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the lesser of unused time or unused mileage will be made. The pro-rata refund will be calculated by multiplying the **service contract price** by the lesser percentage of the unused time or unused mileage compared to the total time or total mileage of **your** Service Contract Period. 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.

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.

Finance Agreements:

If this **Agreement** is financed, 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.**
- **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 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 Vehicle Service Agreement.

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

rata premium, which is the greater usage of miles or months from the commencement of the **Agreement** term in relation to the maximum **Agreement** term. **We** will provide written notice five (5) days prior to cancellation stating the reason for and the effective date of cancellation. Notice is not required if cancellation is due to nonpayment or material misrepresentation by **You**.

Arizona: Cancellation: To cancel **Your** policy, contact the Obligor, AGWS, at 800-579-2233. No claim incurred or paid will be deducted from the amount of the cancellation refund. **Your Agreement** may not be cancelled due to acts or omissions of the service company, assignees, or sub-contractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner; parts or components repaired or replaced under the **Agreement** may not be excluded; this **Agreement** cannot be cancelled or voided by the service company or its representatives for **Pre-Existing Conditions**, prior use or unlawful acts relating to the product, misrepresentation by either the service company or its sub-contractors, ineligibility for the program, including gray market, high performance, and GM diesel autos. All Exclusions shall ONLY apply to occurrences "after the **Agreement** start date" or "while owned by **You**." Arbitration: If **We** and **You** do not agree on the amount of damages, either party may make a written demand for arbitration. Provided **You** and **We** BOTH agree TO SUCH ARBITRATION, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, **We** may request that selection be made by a judge of a Court having jurisdiction. Each party will pay the expenses they incur and bear the expenses of the third party arbitrator equally. A decision agreed to by two of the arbitrators will be binding. The Arbitration clause does not preclude an Arizona Consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division for relief under the provisions of Arizona Revised Statutes (ARS) §§ 20-1095.04 and/or 20-1095.09.

California: American Guardian Warranty Services, Inc.'s California License number is 0C73808. Performance to you under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after your request. The name and address of the insurance company is Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357. The Cancellation provisions of this agreement shall be completed in accordance with California law, including: if this Agreement is canceled within the first sixty (60) days after receipt of the Contract or thirty (30) days for a used vehicle, the full amount paid shall be refunded to You, if You provide notice of cancellation to Us. If a claim has been made against this Agreement within the first sixty (60) days or thirty (30) days for a used vehicle, a pro rata refund, based on either elapsed time or mileage shall be made to You. We may only cancel this Agreement for non-payment, material misrepresentation, or fraud by You. If we cancel this Agreement, notice outlining the specific nature of reason for cancellation will be mailed to you and the validity of the Agreement will cease no more than five (5) days from the postmark date of such notice. If we cancel for non-payment, you will receive a refund within thirty (30) days of the date of cancellation. If we cancel for material misrepresentation or fraud, you will receive a pro-rata refund of the purchase price on the Agreement within thirty (30) days of the date of cancellation. We are liable for any claim reported if the claim is reported prior to the effective date of cancellation and is covered by the Agreement. AGWS may assess a cancellation fee of twenty five dollars (\$25.00) or 10% of the Agreement price, whichever is less. If the purchase of this Agreement was financed, the refund may be made payable to the purchaser, assignee, lender, or both. Pursuant to California Law, no travel reimbursement or trip interruption is available to You. In the event of a claim arising in California, the proper venue for litigation shall be in California. Section X. Arbitration is deleted in its entirety.

Connecticut: In Connecticut, all disputes must be resolved in accordance with the Regulations of Connecticut State Agencies §42-260. If the term of this **Agreement** is less than one (1) year, the **Agreement** term shall be automatically extended while any repairs covered under the **Agreement** are being done and the vehicle is in the custody of the repair facility. If the **Agreement** Holder

returns the vehicle or the vehicle is sold, lost, stolen, or destroyed, the **Agreement** Holder may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**.

Florida: The agreement obligor is American Guardian Warranty Services of Florida, Inc. (FL License #60116) 800 Roosevelt Rd, E-300, Glen Ellyn, IL 60137. TERMS AND CONDITIONS SECTION "ARBITRATION" is deleted in its entirety. TERMS AND CONDITIONS SECTION "TRANSFER OF AGREEMENT" is amended to include: The one hundred dollar (\$100.00) transfer fee is deleted and replaced with a forty dollar (\$40.00) transfer fee. TERMS AND CONDITIONS SECTION "CANCELLATION" is amended to include: You may contact and submit written notification to the **Selling Dealer** or **Administrator** to cancel. If you cancel this **Agreement** within sixty (60) days of the purchase date, a one-hundred percent (100%) refund of the **Agreement** price will be made less any claims paid on the **Agreement**. The \$50.00 dollar administrative fee is deleted and replaced with a cancellation fee of \$50.00 or ten percent (10%) of the refund amount, whichever is less. Our right to cancel for any reason is sixty (60) days. We may only cancel this **Agreement** after sixty (60) days for the following reasons: If there has been a material misrepresentation or fraud at the time of sale of this **Agreement** or when filing a claim under this **Agreement**; if you have failed to maintain your vehicle as prescribed by the manufacturer; if the odometer has been tampered with or disabled and you have failed to repair the odometer; or if you do not pay the **Agreement** price. If we cancel this **Agreement**, we will mail you written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the lesser or unused time or unused mileage will be made. The SECTION INSURANCE STATEMENT is amended to read: Our obligations are guaranteed by an insurance policy (No. 3314) issued by **Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206**. In the event that We, or the dealer, cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, You may file a claim directly with Virginia Surety Company, Inc. The Section WHAT TO DO IF REPAIRS ARE NEEDED is amended to include: You may deliver Your vehicle to the **Selling Dealer** or any Licensed Repair Facility for repairs. All other terms and conditions including requirements for prior authorization are applicable. In the event You are making a claim for reimbursement under this **Agreement**, the sixty (60) day requirement is extended to ninety (90) days to file a claim.

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 follows: **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. If service lane is selected on the Information Page, coverage will be extended for thirty (30) days and 1,000 miles from the expiration of the term selected.

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**.

Iowa: For Iowa Residents only: If **You** have problems or questions about this **Agreement**, **You** may contact the Commissioner of Insurance of the State of Iowa or the Iowa Securities Bureau at (515) 281-4441, 340 East Maple Street, Des Moines, Iowa 50319-0066. The following sentence is added to the Cancellation section: The **Administrator** is primarily responsible for providing any refund to **You**, which **You** may be entitled under this **Agreement**. Also, a ten percent (10%) penalty will be added each month to the cancellation refund not paid to the holder within thirty (30) days of the return of the **Agreement** to the **Administrator**.

Louisiana: The sale of this **Agreement** in the State of Louisiana is prohibited.

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: The Dealer is the obligor in Maine.

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, corruptions, 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.

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

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.

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.

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**. 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 or a material misrepresentation 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**.

Nevada the 30 day/1000 mile exclusionary period is waived. If the claim involves goods essential to the health and safety of the **Agreement Holder**, **You** should follow the procedures for filing a claim outside of normal business hours. If the claim involves the loss of plumbing, heating, cooling, or electrical, repairs will commence within 24 hours after the report of the claim.

New Hampshire: In the event that **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at: 21 South Fruit Street-Suite 14, Concord, NH 03301, ph. (603) 271-2261

New 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.

North Carolina: The seller of this **Coverage** is required to inform **You** of any warranties available to **You** without this **Agreement**. No **Agreements** may be cancelled by the Seller or **Administrator** prior to the expiration of the term as stated in the **Vehicle Service Agreement** without the consent of the **Agreement Holder**, except in the case of nonpayment of the **Agreement** Price, a material misrepresentation related to this **Agreement** made by **You** or any other act by **You** constituting a breach of duty under this **Agreement**. **You** may cancel at any time after purchase and receive a pro rata refund less any claims paid on the **Agreement** and a reasonable administrative fee not to exceed ten percent (10%) of the amount of the pro-rata refund. The term of this **Agreement** for cancellation purposes will be based on the date **You** purchased **Your Vehicle** and the **Vehicle** mileage on the date purchased.

Oklahoma: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. For an **Agreement** sold in the State of Oklahoma, the following language replaces the applicable portions of the cancellation provision of this **Agreement**: If the **Agreement** is cancelled by the warranty holder, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium. The service charge assessed will be ten percent (10%) or fifty dollars (\$50.00), whichever is less. In the event the **Agreement** is cancelled by the **Seller or Administrator**, the return of premium shall be based upon one-hundred percent (100%) of unearned pro-rata premium. In accordance with 36 O.S. 6614, the making or filing of a claim shall not alter the ability of the holder to receive a cancellation refund as prescribed above. No paid claims will be deducted from a cancellation refund. The Commercial Use Surcharge Option is not available in the State of Oklahoma.

Oregon: Authorized claims will not be deducted from a refund.

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 12187, 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.

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 event that **We** cease to operate, are bankrupt, or fail to pay an authorized claim, **You** may file a claim directly with Virginia Surety Company, Inc. 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.

Wisconsin: The **Vehicle Service Agreement** is subject to limited regulation by the Office of the Commissioner of Insurance. 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** will 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 wherein the **Agreement** is purchased. 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.

ALL STATES: Venue-The parties hereto agree that for purposes of litigation the venue shall be in the appropriate judicial district in the County of DuPage, State of Illinois, unless venue is required to be in the state wherein the **Service Agreement** is purchased. Venue is then deferred to the state's requirements.