

**I. Customer Information**

Name:	
Address	
City, State, Zip	
Phone	E-Mail

**II. Dealer Information**

Name:	
Address	
City, State, Zip	
Phone	Dealer Number

**III. Vehicle Information**

Year	Make	Model		
Current Odometer Mileage	Vehicle Identification Number (VIN)	Effective Date	Agreement Purchase Date	Agreement Purchase Price

**If any of these terms are applicable, the appropriate boxes MUST be checked at the time of the sale:**

Turbocharger/Supercharger     
 Diesel/Turbo Diesel     
 4 x 4/AWD  
 GM-Northstar (Engine for 2006 model year or older)

**Optional Coverage (Must be purchased at time of sale)**

Repairer Labor Rate (Over \$100)     
 High Technology Package (HTP)  
 Emissions     
 Seals and Gaskets (over 75,000 miles)

**IV. Coverage Information**

AGREEMENT TERM (Whichever Occurs First)      AGREEMENT EXPIRES (Whichever Occurs First)

Months	OR	Odometer Miles	<b>Deductible (Per Repair Visit)</b>
Expiration Date	OR	Odometer Expiration Miles	

**There is a 30 day AND 1,000 mile waiting period before the Agreement takes effect. The 30 day AND 1,000 miles will be added to the end of the Agreement Term.**

**V. Customer Acknowledgment**

The **Agreement** that **You** are purchasing is between **You** and the **Agreement Obligor**. **You** will be notified by the **Selling Dealer** and/or the **Administrator** if the **Agreement** is ineligible for coverage. **You** (the undersigned) have reviewed the terms of this **Agreement** and understand the coverage, exclusions and maintenance requirements. This **Agreement** is based on information **You** provided on this **Information Page**. **You** have reviewed this **Information Page** and declare that the information is correct. **AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS. PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO PURCHASE OR FINANCE A VEHICLE.**

Customer (You) signature/acceptance of terms	Seller's Representative Signature	Date
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Agreement Obligor/Administrator/Provider: American Guardian Warranty Services, Inc. PO Box 768 Warrenville, IL 60555 800.579.2233	Wisconsin Agreement Obligor/Administrator: American Guardian Warranty Services of Wisconsin, Inc. PO Box 768 Warrenville, IL 60555 800.579.2233	Florida Provider/Obligor/Administrator: American Guardian Warranty Services of Florida, Inc. (License #60116) PO Box 768 Warrenville, IL 60555 800.579.2233
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**AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIRS OF COVERED COMPONENTS CLAIMS: 800.579.2233**

## Deluxe Coverage – Service Agreement

*This Agreement must be attached to the appropriate Information Page, which is part of this Agreement.*

**ADMINISTRATIVE OFFICES: P.O. Box 768, Warrenville, IL 60555**

**Phone: (630) 790-6000 \* Fax: (630) 790-6009 \* Claims Office (800) 579-2233**

**Important:** When **You** receive this **Agreement**, read it carefully. **Ensure Part I – Information Page is accurate.** It is **Your** responsibility to notify **Us** if any information is incorrect. Please read all sections carefully and if **You** are unclear about any information, call the **Administrator** at **(800) 579-2233**. Any inaccurate information may render the **Agreement** invalid.

### SECTION I. DEFINITIONS

When used, the following key terms will appear in bold print and have special meaning as follows:

**Administrator, Obligor, Our, Us** and **We** – means American Guardian Warranty Services, Inc., except in the states of Louisiana and Florida where it means American Guardian Warranty Services of Florida, Inc. (Florida License #60116) and in the state of Wisconsin where it means American Guardian Warranty Services of Wisconsin, Inc. **Our** mailing address is P.O. Box 768, Warrenville, IL 60555; and **Our** toll-free telephone number is 1-800-579-2233.

**Agreement Purchase Date** – means the date **You** purchased this **Agreement** shown on the **Information Page**. **Agreement Purchase Price** – means the amount **You** paid for this **Agreement** shown on the **Information Page**.

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

**Authorized Repair Facility** – means any qualified automotive service center at which **You** seek to acquire service under this **Agreement**. The repairer must provide a written parts and labor guarantee of at least 12 months and 12,000 miles unless other arrangements have been agreed to by the **Administrator**. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

**Breakdown** or **Mechanical Failure** – means the failure of an original or replacement part, covered by this **Agreement**, to perform its function as it was originally designed to work in normal service with required maintenance due to material failure, wear and tear or defects in workmanship and outside the manufacturer's tolerance.

**Cost(s)** – 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 the manufacturer's suggested list price. The maximum retail labor rate is \$100.00 per hour (unless You purchased the Repairer Labor Rate Option).**

**Deductible** – means the amount that **You** must pay for covered repairs per occurrence as identified on the **Information Page**.

**Information Page** – means Page 1 of this **Agreement**.

**Pre-Existing Condition** – means a condition or **Breakdown** that occurred before the **Agreement Purchase Date**.

**Seller** – means the retail seller of this **Agreement** to **You** for the **Vehicle** described

on the **Information Page**.

**Vehicle** or **Covered Vehicle** – means the **Vehicle** described on the **Information Page**.

**You** and **Your** – means the purchaser identified on the **Information Page**.

## **SECTION II. AGREEMENT TERMS AND CONDITIONS**

This **Agreement** is between **You** and **Us** and provides the coverages indicated for the time and mileage shown as **Agreement** Term in the section titled **Coverage Information** on the **Information Page**. The **Information Page** is part of this **Agreement**.

This **Agreement** shall take effect upon acceptance by the **Administrator**. This acceptance may be based on the proposed **Vehicle's Assemblies** passing an inspection by an independent inspection facility verifying the **Assemblies** to be in proper working order.

When this **Agreement** and **Information Page** together are mailed to **You**, coverage is activated on the effective date and mileage requirements on the **Information Page** under the section titled **AGREEMENT INFORMATION**.

The **Obligor** agrees that while this **Agreement** is in effect to authorize and pay **Costs** for covered repairs due to a **Breakdown** subject to the exclusions found in the section titled **What is not Covered by this Vehicle Service Agreement (Exclusions)**. Repairs are subject to applicable deductible(s).

## **SECTION III. HOW CLAIM PAYMENTS ARE MADE**

1. **How Claims are Authorized** – 1) Present **Your Agreement**, 2) Authorize the repairer to diagnose the concerns with **Your Vehicle**, and 3) Make sure the **Authorized Repair Facility** obtains a repair authorization number, from the **Administrator**, to assure proper payment under this **Agreement**.
2. **Payment to Repair Facility** – In the event that payment is to be made for **Cost(s)** directly to the **Authorized Repair Facility**, **We** will make payment directly upon receipt of the repair order bearing the authorization number and **Your** signature, and copies of all sublet bills or receipts.
3. **Payment to You** – In the event that **You** pay for repairs or services authorized by **Us**, the **Administrator** will mail a claim check for **Cost(s)** upon receipt of the paid repair bill bearing the authorization number, and copies of all sublet bills or receipts.

## **SECTION IV. WHAT IS COVERED BY THIS AGREEMENT**

**We** will reimburse the **Cost** of any **Mechanical Failure** of the specific components listed in **Section V. Mechanical Coverage Assemblies** subject to the **Deductible** listed on the **Information Page** and the terms and conditions of this **Agreement**.

## **SECTION V. MECHANICAL COVERAGE ASSEMBLIES**

The specific components/covered parts listed in this section are subject to the **Deductible** listed on the **Information Page** per repair visit. Consult the **Information Page** to verify **Your Deductible** amount.

1. **ENGINE:** All internally lubricated parts within the engine including: engine mounts & cushions; engine torque strut; timing belt, timing gears, guides, chain, tensioners & retainers; eccentric shaft; engine torque strut; harmonic balancer; rear main seal housing; flywheel (flexplate) & flywheel ring gear; engine pulleys; intake & exhaust manifolds; cylinder head intake and exhaust valves, valve springs, valve guides, valve seats and oil pump. The engine block, cylinder heads; timing cover; valve cover(s); oil pan are covered only if damage is caused by a **Breakdown** of any of the covered parts listed above.
  - **TURBO/SUPERCHARGER EQUIPPED:** When identified on the **Information Page:** The Turbo/Supercharger housing and all internal lubricating parts plus the wastegate/bypass valve are covered.
  - **DIESEL/TURBO DIESEL EQUIPPED:** When identified on the **Information Page:** All internal lubricated parts listed under ENGINE plus the diesel injection pump and vacuum pump are covered.
2. **TRANSMISSION (Automatic or Standard):** All internally lubricated parts within the Transmission including the torque converter; transmission mounts & internal linkage; valve body, control modules & solenoids. The transmission case is only covered if damage is caused by a **Breakdown** of any of the covered parts listed above.
3. **FUEL SYSTEM:** Fuel tank, fuel tank sending unit. Gasoline Only – fuel delivery pump, fuel injectors.
4. **COOLING SYSTEM:** Water pump and housings, thermostat, radiator, radiator fan motor, fan, fan clutch.
5. **TRANSFER UNIT (4x4):** All internally lubricated parts within the Transfer Case including control modules. The transfer case is only covered if damage is caused by a **Breakdown** of any of the covered parts listed above.
6. **DRIVE AXLE:** All internally lubricated parts within the drive axle housings, including the axle shafts. Constant velocity joints; universal joints; flexible joints; drive shafts; locking hubs; locking rings; supports, retainers and hub bearings. The differential housing, transaxle housing and final drive housing are only covered if damage is caused by a **Breakdown** of any of the covered parts listed above.
7. **ELECTRICAL:** Alternator; combination turn signal switch; engine and body control module; cruise control transducer, engagement switch & servo; distributor; gauges; horns; starter motor; front and rear wiper motors; electric seat motors, electric window motors, power antenna motor, power door lock actuators, washer pumps; starter and starter solenoid; manually operated switches; voltage regulator; window regulators; wiring harnesses.
8. **STEERING:** All internally lubricated parts within the steering gear housing including; power steering pump; main & intermediate shafts; couplings; pitman arm; idler arm; tie rod ends & drag/center link, rear steer gear, rear steer rod ends. The steering gear housing is only covered if the damage is caused by a **Breakdown** of an internally lubricated part.
9. **AIR CONDITIONING:** Compressor; condenser; clutch pulley & clutch coils; evaporator core; accumulator; receiver/dryer; orifice; expansion valve;

temperature control unit; blower motor; air door actuators/motors; condenser fan motor.

10. **SUSPENSION:** Upper & lower control arms, radius, thrust and trailing arms; shafts & bushings; upper & lower ball joints; steering knuckles; stabilizer shaft, stabilizer linkage & bushings; track bar and bushings; kingpin & bushings; spindle & spindle supports; torsion bars, coil & leaf springs, wheel bearings.
11. **BRAKES:** Master cylinder; power assist booster; vacuum assist booster pump; wheel cylinders; combination (proportioning) valves; disc calipers; self-adjusters; brake hydraulic actuators.
12. **ELECTRONIC HIGH-TECH:** Pneumatic suspension level control compressor, sensors & limiter valve; electronic coil packs; wheel speed sensors; crankshaft position sensor, camshaft position sensor; instrument cluster; knock sensors; vehicle manufacturer installed anti-theft device; Anti-locking Brake ("ABS") pump, pressure control module and pressure control valve.
13. **SEALS AND GASKETS: Included on vehicles with 75,000 miles or less at the time of sale or when Optional Coverage is selected.** 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.
14. **TAXES AND FLUIDS:** Associated state and local taxes where applicable and required fluids to complete covered repairs.

## SECTION VI. OPTIONAL COVERAGE

**HI-TECHNOLOGY PACKAGE (HTP):** When indicated on the **Information Page**, the following specifically named Manufacturer/Factory installed parts are covered: Radio/GPS/navigation components; integrated radio; Liquid Crystal Display (LCD) screens; DVD players; rearview back-up camera and sensors; voice activation system; standalone seat heaters except when integrated in upholstery; sunroof and convertible top motors; seat belts, seat belt sensors, steering column clock spring, steering wheel, heads up display - controller and image generator. **The above HI-TECHNOLOGY PACKAGE (HTP) is limited only to the Breakdown of the "base unit" and does not cover any remote controls, hand-held controls, game cartridges, headphones, DVD's, MP3 players, programming, or any other non-listed parts for the covered items above. Any aftermarket components are specifically excluded from coverage.**

**REPAIRER LABOR RATE OPTION:** When indicated on the **Information Page**, the maximum **Authorized Repair Facility** labor rate of one hundred dollars (\$100) per hour set forth in this **Agreement** shall not apply, and the **Administrator** will authorize repairs for covered **Mechanical Breakdowns** based upon the **Repair Facility's** posted retail labor rate.

**SEALS AND GASKETS (An available option for Vehicles with 75,000 miles or more at the time of sale):** When indicated on the **Information Page**, We 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.

**EMISSIONS PACKAGE:** When indicated on the **Information Page**, the following components are covered: Air fuel ratio sensor/oxygen sensor, air pump, barometric pressure sensor, canister purge solenoid, EVAP canister, EVAP leak detection pump and valve, EVAP vent valve, deceleration valve, EGR valve, EGR solenoid, DPFE sensor, EGR controller, EGR relay, purge solenoid, EGR position sensor, EGR/EFE thermal vacuum switch, EGR/EFE valve, engine oil fill cap, fuel fill cap, fuel fill neck restrictor, fuel tank pressure sensor, fuel tank vent valve, fuel temperature sensor, idle air control valve, intake air resonator, intake air temperature sensor, MAP sensor, mass air flow sensor, PCV sensor, air injection control valve, air injection check valve, air injection pump, air injection relay.

## **SECTION VII. ADDITIONAL BENEFITS**

**Rental** – In the event of a **Breakdown** of a covered part, **You** will be reimbursed for actual expenses incurred for substitute transportation at the maximum daily rate of \$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.

**Trip Interruption Assistance** – When a covered **Breakdown** disables **Your Vehicle** and the repairs are completed more than 100 miles away from **Your** residence, **We** will reimburse **You** for lodging and meal expenses incurred by **You** between the date of **Breakdown** and the date on which covered repairs are completed. The **Agreement** holder will be reimbursed for actual expenses up to \$75.00 per day for three (3) days, not to exceed \$225.00 per occurrence. Receipts are required for reimbursement.

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**Nation Safe Drivers-Roadside Assistance:** Nation Safe Drivers benefits are provided for the term of the **Agreement** for up to \$100.00 per occurrence. **You** are entitled to one (1) Roadside Assistance service per 72-hours.

To receive these benefits, **You** must call Nation Safe Drivers at 1-866-330-7623 and provide **Your Agreement** number, the **Producer Code – 46547** and **Your Plan Letter ‘AB’**. Roadside Assistance Benefits are only available when the service **Agreement** has been reported and paid to the **Administrator**.

The following benefits are available:

1. **Towing Assistance** – When towing is necessary, the **Covered Vehicle** will be towed to the destination of **Your** choice.
2. **Flat Tire Assistance** – Tire service includes removal of flat tire and its replacement with the **Covered Vehicle’s** spare tire.
3. **Emergency Fluid/Fuel Delivery Service** – An emergency supply of fuel, oil, fluid and water will be delivered if **You** are in immediate need. **You** must pay for the fuel or other fluid when it is delivered.
4. **Battery Service** – If a battery failure occurs, a jump start will be applied to start the **Covered Vehicle**.
5. **Lock-Out Assistance** – If **Your** keys are locked inside of the **Vehicle**, **We** will provide assistance in gaining entrance to the **Vehicle**. Have **Your** membership number ready when **You** call **Nation Safe Drivers toll free at 1-866-330-7623**.

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**Emergency Reimbursement Benefit**-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 from **Your** primary insurance carrier detailing the incident or 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; 4) A copy of the repair bill for services paid by **Your** insurance company and signed by **You**; and 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.

#### **SECTION VIII. INSURANCE STATEMENT**

**Our** obligations are guaranteed by an insurance policy 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, Illinois 60604 (800) 209-6206**.

#### **SECTION IX. WHAT TO DO IN THE EVENT OF A MECHANICAL FAILURE**

1. Protect **Your Vehicle** from further damage.

2. Take **Your Vehicle** to an **Authorized Repair Facility** and have them call the **Administrator** for instructions prior to proceeding with repairs. Failure to contact the **Administrator** before repairs are made will result in the denial of the claim, unless State Law mandates otherwise.
3. Present this **Agreement** and required maintenance documents to the **Authorized Repair Facility**.  
Prior to repairing **Your Vehicle**, make sure that the Authorized Repair Facility obtains an authorization number for covered repairs from the **Administrator**. Contact the **Administrator Toll Free** at **1-800-579-2233**.
4. Authorized claims must be submitted to the **Administrator** in writing within sixty (60) days to be deemed payable.
5. **For emergency repairs after hours or when the Claims Department is closed:** If a covered part has a **Breakdown** at any time outside of Claims Department regular business hours, **You** may:
  - Follow the regular claim procedure as 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 **Costs**.
  - **You** must then contact the **Administrator** on the next available business day after the **Breakdown**. If the **Administrator** determines that there was a covered **Breakdown**, **We** will reimburse **You** in accordance with the terms and conditions above.

**Please note: We do provide 24 hour answering and message service and 24 hour roadside assistance through Nation Safe Drivers.**

## **SECTION X. 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 the date of service, mileage, service performed and service provider. If **You** perform **Your own** maintenance, **You** must retain original receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and mileage when the services were performed. These records may be requested by the **Administrator**, at its direction, for the investigation of a claim or transfer. **We** will not deny a claim based upon **Your** failure to properly maintain the **Vehicle**, **UNLESS** the failure to maintain the **Vehicle** involved the **Failure or Mechanical Breakdown** of an affected covered part.
2. Use all reasonable means to protect **Your Vehicle** from further damage when a **Breakdown** occurs.
3. **You** must authorize necessary labor time for the repairer to diagnose a **Breakdown**.
4. Direct the repair facility to call the **Administrator** at **1-800-579-2233** to report a claim. **You** must obtain **Repair Authorization** from the **Administrator** prior to repairing any covered component.



5. To receive reimbursement for Your authorized claim You must submit the following within ninety (90) 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.

## **SECTION XI. GENERAL PROVISIONS**

**Limit of Liability:** The total of all benefits paid or payable under this Agreement 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.

**Reinstatement:** If this Agreement is canceled, We reserve the right to grant or deny a request for reinstatement. If this Agreement is reinstated by Us, We will not be responsible or liable for any Mechanical Breakdown to Your Vehicle during the period the Agreement was canceled, and for the first thirty (30) days from the effective date of reinstatement. If an Agreement is canceled due to non-payment, the Agreement may be reinstated if the entire balance due is received within thirty (30) days of the cancellation date. We will only reinstate this Agreement one time.

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

**Payment Plan Agreements:** If this Agreement was purchased on a payment plan, the failure to make monthly payments in a timely manner will result in cancellation of this Agreement, unless State Law mandates otherwise. Unpaid late fees will also be posted to Your balance due. The funding party shall be entitled to any refund resulting from cancellation for any reason. Where permitted by State Law, the settlement of any claim may first be applied to reduce any unpaid, outstanding payment plan balance on an Agreement.

**Cancellation:** You may cancel this Agreement at any time. In order to cancel this Agreement, submit written notification immediately to the Seller or Administrator 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 Agreement Purchase Price. 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 Purchase Price according to the pro-rata method reflecting the greater days in force or the miles driven based on the term of the plan selected and the date coverage begins. The refund is subject to a \$50.00 dollar administrative fee, where permitted by state law. (AL-\$25.00; AK-7.5% of the Agreement Purchase Price; FL-5% of the pro-rata refund under 60

days/10% of the pro-rata refund over 60 days; **GA**-10% of the pro rata refund; **IL**-10% of the **Agreement Purchase Price**; **ME**-10% of the **Agreement Purchase Price**; **NC**-10% of the amount of the pro rata refund; **OK**-10% of the unearned pro rata **Agreement Purchase Price**; **WA**-\$25.00; **WI**-10% of the **Agreement Purchase Price**.) 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. (AZ, GA, and NV do not allow for a claim incurred or paid to be deducted from the amount to be returned.) 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 **Seller** or **Administrator** along with written statement of intent to cancel and a certified statement indicating the odometer reading on the date of the request. **You** 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 1,500 miles per month. **We** may cancel the **Agreement** if it was obtained through material misrepresentation, fraud, or for non-payment of the **Agreement Purchase Price**.

**Inspections:** When an approved independent facility using an AGWS Inspection Form verifies the protected **Assemblies** are in proper working condition, **We will** waive the **Pre-Existing Condition** exclusion in this **Agreement**.

**Transfer:** The manufacturer's warranty including Powertrain when applicable, must transfer to the second owner to obtain coverage under the transfer provision of this Agreement. You may transfer this Agreement to a private party (not a retail vehicle seller) who buys or takes ownership of Your Vehicle if We receive the following within thirty (30) days of change of ownership.

- Copies of Your maintenance records and other receipts that show Your Vehicle has received required maintenance and services. We reserve the right to reject a transfer of this Agreement if required maintenance has not been documented.
- A verifiable copy of documents showing the change of title.
- A photocopy of documents that You sent the manufacturer that shows You have transferred Your manufacturer's warranty, if applicable.
- Make Your transfer fee check in the amount of \$100.00 payable to AGWS/AGWSF and mail to Transfer Administrator, P.O. Box 768, Warrenville, IL 60555, unless State Law mandates otherwise.
- NOTE: In order to be eligible for the transfer option, Your Agreement must be paid in full.
- Only the original Agreement holder may transfer this Agreement. This Agreement may only be transferred once.
- Administrator reserves the right to deny a transfer.

## **SECTION XII. 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](http://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.** The arbitration provision is deleted in its entirety in the following states; FL, GA, MS, NE, NH, NV, OK, OR, WI and WY.

## **SECTION XIII. WHAT IS NOT COVERED BY THIS VEHICLE SERVICE AGREEMENT (EXCLUSIONS)**

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, or 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, PCV. Oxygen sensor, EGR valve, evaporative control devices: bypass valve and solenoid, gas cap, canister vent and purge valve, air pump, charcoal canister, leak detection pump (Except when the optional emissions coverage is purchased). 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 hydraulic 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 Branded, Gray Market Vehicle, Total Loss, Salvaged, Rebuilt, Flood damaged or where the odometer reading is beyond mechanical limits.

#### SECTION XIV. 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 ENTIRE Agreement between Us. No change or modification to the written terms is valid.
- The Agreement is based on information You provided on the Information Page. Misrepresentation on the Information Page will result in rejection of this Agreement.
- This Agreement is not an insurance contract.
- Payment Plan. Where permitted by State Law, the settlement of any claim may be applied to reduce any unpaid, outstanding balance on a Vehicle Service Agreement purchased on a payment plan.

#### SECTION XV. STATE REQUIREMENTS

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

**Alabama:** Cancellation: Any refund due may be credited to any outstanding balance of **You** account and the excess, if any, refunded to **You**. The right to void **You** account is not transferable, and applies only to the original **Agreement** purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**. Notice is not required if cancellation is due to nonpayment or material misrepresentation by **You**. The Emergency Reimbursement benefit is not available.

**Alaska:** Cancellation: 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. In the event of cancellation the lienholder, if any, will be named on the refund check. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement to Us**.

**Arizona:** Cancellation: **Your Agreement** may not be cancelled due to acts or omissions of the service company, assignees, or sub-contractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner; parts 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**." 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:** All disputes must be resolved in accordance with the Regulations of Connecticut State Agencies §42-260. In the event of a dispute with the **Administrator, You** may contact the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816. Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price or lease price of the product, the cost of the repair or replacement and a copy of the extended warranty contract. If the term of this **Agreement** is less than one (1) year, the **Agreement** term shall be automatically extended while any repairs covered under the **Agreement** are being done and the **Vehicle** is in the custody of the **Authorized Repair Facility**. If **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen, or destroyed, **You** may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**.

**Florida:** The **Agreement Obligor is American Guardian Warranty Services of Florida, Inc. (FL License #60116) P.O. Box 768, Warrenville IL 60555**. Transfer Rights: The one hundred dollar (\$100.00) transfer fee is deleted and replaced with a forty dollar (\$40.00) transfer fee. Cancellation: **You** may contact and submit written notification to the **Seller** or **Administrator** to cancel. If **You** cancel this **Agreement** within sixty (60) days of the purchase date, a one-hundred percent (100%) refund of the **Agreement** price will be made less any claims paid on the **Agreement**. **You** may deliver **Your Vehicle** to the **Seller** or any **Authorized Repair Facility** for repairs. All other terms and conditions including requirements for prior authorization are applicable. In the event **You** are making a claim for reimbursement under this **Agreement**, the sixty (60) day requirement is extended to ninety (90) days to file a claim. **The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.**

**Georgia:** Any claim or dispute will be adjudicated in **Your** county of residence. **Pre-existing conditions known to You** at the time of **Your** purchase of the

**Agreement** is excluded from coverage. Also, repairs when the covered **Vehicle's** odometer has been altered or tampered with *while owned by You* are excluded from coverage. Modifications to the **Vehicle made by You** results in rejection of coverage under this **Agreement**. Damage due to sludge may not be excluded from coverage. A cancellation will comply with Georgia Code Chapter 33-24-44. The **Obligor/Administrator** may only cancel the **Agreement** for fraud, material misrepresentation or nonpayment. There is a thirty (30) day written notice of cancellation for reasons other than non-payment regardless of when the **Agreement** was cancelled. **We** will return the unearned premium to **You** within ten (10) working days after cancellation. A ten (10) day written notice of cancellation will be given if canceled for non-payment. The finance company/lienholder must hold a power of attorney in order to cancel the service for nonpayment. The 30 days and 1,000 mile waiting period is added to the end of the term of the **Agreement**. The Emergency Reimbursement does not apply. Cancellations initiated by the **Obligor/Administrator** do not charge a cancellation fee.

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

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

**Illinois:** If **You** provide a written notice of cancellation to the **Seller** 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**.

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

**Iowa:** If **You** have problems or questions about this **Agreement**, **You** may contact the Commissioner of Insurance of the State of Iowa or the Iowa Securities Bureau at (515) 281-4441, 601 Locust Street, Suite, 4<sup>th</sup> Floor, Des Moines, Iowa 50319-3738. Cancellation: A ten percent (10%) penalty will be added each month to the cancellation refund not paid to **You** within thirty (30) days of the return of the **Agreement to Us**.

**Kentucky:** Nation Motor Club, Inc. does business as Nation Safe Drivers. The Emergency Reimbursement Benefit is not available and deleted in its entirety.

**Maine:** A monthly penalty equal to ten percent (10%) of the returned amount will be added to any refund that is not paid or credited to **You** within forty-five (45) days after **Our** receipt of a cancellation request from **You**. In the event of a cancellation by **Us**, **We** will provide **You** with notice mailed fifteen (15) days prior to cancellation that identifies both the basis for cancellation and the cancellation effective date.

**Minnesota:** Cancellation: A ten percent (10%) penalty per month must be added

to a refund that is not paid or credited within forty-five (45) days after return of the service contract to **Us**. **We** will provide **You** with five days written notice if the reason for cancellation is nonpayment of the **Agreement Purchase Price**.

**Mississippi:** Cancellation of a contract by **Us** shall become effective sixty (60) days after a cancellation notice is mailed to **You** unless a cancellation is for non-payment of a contract whereby the contract will be cancelled fifteen (15) days after the notice of cancellation is mailed to **You**.

**Nebraska:** The aggregate actual cash value is the purchase price of the **Vehicle**.

**Nevada:** Cancellation: The provider shall refund to the holder the purchase price of the **Agreement** within forty-five (45) days after an **Agreement** is returned pursuant to subsection 1 of NRS 690C.250. A ten percent (10%) penalty per month will be added to any refund not paid within forty-five (45) days after the **Seller** receives **Your** request for cancellation. Cancellation by **Us**: The cancellation is not effective until fifteen (15) days after notice of cancellation is mailed to **You**.

**Agreement Renewal:** This **Agreement** is not renewable. If **Your Vehicle** is modified from the **Vehicle** manufacturer's original specifications, this **Agreement** will not provide coverage for the modifications or the modified 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**. The 30 day/1000 mile exclusionary period is waived. **We** may cancel the **Agreement** if it was obtained through material misrepresentation, fraud, or for non-payment by **You** of the **Agreement Purchase Price**.

**New Hampshire:** In the event that **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at: 21 South Fruit Street-Suite 14, Concord, NH 03301, (603) 271-2261 or call (800) 852-3416.

**New Jersey:** A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of the request for refund to **Us**. Prior written notice of a cancellation by **Us** is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation or omission or a substantial breach of contractual obligations by **You**.

**New Mexico:** A ten percent (10%) penalty per month will be added to a refund that is not paid within sixty (60) days of the request for refund to **Us**.

**New York:** A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the receipt of the cancellation request.

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



cancellation purposes will be based on the date **You** purchased **Your Vehicle** and the **Vehicle** mileage on the date purchased.

**Oklahoma:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Cancellation: If **You** cancel this **Agreement** within thirty (30) days of the sale date, **We** will refund the full amount paid. If the **Agreement** is cancelled by **You** after the first thirty (30) days, return of premium shall be based upon one hundred (100%) percent of the unearned pro-rata premium less a service charge of ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50.00), whichever is less, and less any paid claims. In the event the contract is canceled by the **Administrator**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata provider fee less the actual cost of any service provided under the service warranty contract. **Disclosure Statement:** Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. Disputes will be processed through the judicial system.

**South Carolina:** Any unresolved complaints or questions about this **Agreement** may be addressed to: South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (803) 737-6160. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the service contract to the provider.

**Texas:** If repairs have not been performed, a verified claim for reimbursement for authorized service performed by an **Authorized Repair Facility** has not been paid within sixty (60) days or a refund has not been paid within forty five (45) days after the date on which the **Agreement** is canceled, **You** may file a claim with the insurance company directly at: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206. The following provisions are added: **Notice:** **Any unresolved complaints or questions concerning the regulation of service agreement providers or administrators may be addressed to: Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, Telephone (800) 803-9202 or (512) 463-6599.**

**RIGHT TO RETURN AGREEMENT: YOU HAVE THE RIGHT TO RETURN OR VOID THIS AGREEMENT. YOU MAY RETURN THE AGREEMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY, IF THE AGREEMENT IS DELIVERED TO THE SERVICE CONTRACT HOLDER AT THE TIME OF SALE, OR TWENTY (20) CALENDAR DAYS AFTER THE DATE WE MAIL A COPY OF THE AGREEMENT OR IF IT IS PROVIDED TO YOU AT THE TIME OF SALE. IF YOU RETURN THIS AGREEMENT WITHIN THE APPLICABLE TIME PERIOD, THE AGREEMENT SHALL BE VOID AND WE, WILL REFUND THE ENTIRE AGREEMENT PURCHASE PRICE WITHIN FORTY-FIVE (45) DAYS.** Cancellation by **Us:** If **We** cancel this **Agreement**, **We** will mail a written notice to **You** at **Your** last known address contained in **Our** records at least six (6) days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. **We** will not send **You** advance notice if the reason for cancellation is non- payment of the **Agreement** price, a material misrepresentation by **You** to **Us** or a substantial breach of duties by **You** relating to the **Vehicle** or

its use. A ten percent (10%) penalty of the amount outstanding will be added to any cancellation refund under this **Agreement** not made within forty-five (45) days of receipt of cancellation request by **Us**.

**Utah:** This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Coverage** afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. Arbitration in Utah is binding and shall be in compliance with the "Utah Uniform Arbitration Act" (78B-11-101). In Utah, arbitration does not have to take place within sixty (60) days of the filed loss. ANY MATTER IN DISPUTE BETWEEN **YOU** AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

**Agreement Coverage:** Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. The Cancellation provision is amended to abide by the Utah Code 31A-21-303. Cancellation of this **Agreement** at any time is effective no sooner than thirty (30) days from the delivery or first-class mailing of a written notice to **You**. This **Agreement** cannot be voided for any reason and may only be cancelled with proper notice. **You** may purchase this **Agreement** through payment up front or through installment payments.

**Washington:** The following provisions of **Your Agreement** are hereby amended with the following pursuant to the Revised Code of Washington 48.110.075: **Our** Obligations are insured by Virginia Surety Company policy number #009. Please refer to the insurance statement for additional information. Cancellation: **You** may cancel and return this **Agreement** and receive a refund of the full purchase price by returning it to the **Administrator** within nine (9) days or less, if no claim has been made. If after nine (9) days and no claim has been made, **You** may cancel and return this **Agreement** for full purchase price, less a cancellation charge of \$25.00. If after thirty (30) days, and a claim has not been made, the refund will be determined on a pro-rata basis, which is the greater of usage of miles or months from the start of the **Agreement** term to the expiration terms, less a cancellation charge of up to twenty five dollars (\$25.00). If **You** cancel and return this **Agreement**, the **Agreement** is void from the beginning and the parties are in the same position as if no **Agreement** had been issued. Any claim paid or incurred may be deducted from the amount of the cancellation refund. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of return of the **Agreement** to the provider. Cancellation by **Us**: **We** will not deny a claim based upon **Your** failure to properly maintain the **Vehicle**, UNLESS the failure to maintain the **Vehicle** involved the failed part or parts.

Arbitration: Any decision reached by Arbitration shall be binding upon both **You** and AGWS. If this **Agreement** is found to be subject to Arbitration the proceeding will take place in the state of Washington near **Your** residence. If this **Agreement** is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in the State of Washington. Both Parties hereby waive the right to a jury trial in any such proceeding. The implied warranty of merchantability on the motor **Vehicle** is not waived if the **Agreement** has been purchased within ninety (90) days of the purchase date of the motor **Vehicle** from a provider who also sold the motor **Vehicle** covered by this **Agreement**. \_\_\_\_\_(You must initial here). By initialing, **You** acknowledge the review and understanding of the above disclosures and the contract including, coverage, maintenance requirements, duty to protect against further damage, claim procedures, covered parts and labor, time/mileage limitations, exclusions, and cancellation provisions. Service of Suit: The commissioner is the attorney to receive service of legal process in action, suit or proceeding in court.

**Wisconsin:** THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The Agreement Administrator and Obligor is American Guardian Warranty Services of Wisconsin, Inc., P.O. Box 768, Warrenville, Illinois 60555; (800) 579-2233. Cancellation: If We do not pay or credit a refund within 45 days after the return of a service contract to the provider, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding which will be added to the amount of the refund. If We cancel this **Agreement**, notice outlining the specific nature or reason for cancellation will be mailed to **You** at the last known address for **You** at least five (5) days prior to the cancellation date. We may charge an administrative fee for cancellation equal to ten (10%) percent of the provider fee. **Our rights of ownership to salvaged parts shall become effective only after You have been fully compensated for damages or repairs under this Agreement. Our rights to subrogation under this Agreement are not valid until You have been made whole and fully compensated for damages.** Note: In Wisconsin, the arbitration provision is amended to provide for non-binding arbitration upon the agreement of both parties.

**Wyoming:** Litigation is required to be in the state of Wyoming. The lienholder/financial institution is not considered a party to the **Agreement** and is not permitted to cancel the **Agreement** (except for repossession or destruction of **Vehicle**) or have settlement of a claim applied to reduce any unpaid, outstanding balances that have been financed. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use.