compass
HIGH MILEAGE

Agreement No. [redacted]

Information Page

I. Customer Information

[redacted] Last Name | [redacted] First Name | MI

[redacted] Address

[redacted] City | [redacted] State | [redacted] Zip

[redacted] Phone | [redacted] E-mail

II. Marketer Information

[redacted] Name

[redacted] Address

[redacted] City | [redacted] State | [redacted] Zip

[redacted] Phone | E-mail

III. Payment Plan Provider

[redacted] Name

[redacted] Address

[redacted] City | [redacted] State | [redacted] Zip

IV. Vehicle Information

[redacted] Year | [redacted] Make | [redacted] Model | [redacted] Current Odometer Mileage | [redacted] Agreement Purchase Date

[redacted] Vehicle Identification Number (VIN) | [redacted] Vehicle Purchase Date | [redacted] Vehicle Purchase Price | [redacted] Agreement Purchase Price

Equipment - Features
(Must Be Identified At The Time of Purchase For Coverage To Apply)

☐ 4x4 and All Wheel Drive ☑ Turbo/Supercharger ☑ Diesel/Turbo Diesel ☐ V8-Northstar Engine

V. Agreement Information

Coverage Level
(You must select one only. See following pages for specific coverage details)
☑ Standard ☐ Preferred

Deductible
[redacted] Per Assembly

Term Selected
Months: [redacted]
Miles: [redacted]
☑ Validation Period

Optional Coverage
☑ Seals and Gaskets
☐ High Technology

Coverage begins on the date that the Agreement was purchased and expires upon the passing of the number of months specified above or the number of miles (Current Mileage shown above plus mileage shown in TERM SELECTED), whichever occurs first.
VALIDATION PERIOD: If selected above, a 30 day and 1,000 mile Validation Period from the sale date and odometer applies. The 30 day and 1,000 miles will be added onto the end of the Agreement Term. A claim cannot be filed during the Validation Period. Failures that occur during the Validation Period are not covered. Pre-existing conditions are not covered.

VI. Customer Acknowledgment

The **Agreement** that **You** are purchasing is between **You** and the **Agreement Obligor. You** will be notified by the **Seller** 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 the **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. THIS AGREEMENT IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY AND IS NOT AN INSURANCE CONTRACT.**

[redacted] Customer Signature (Customer/You/Your) | [redacted] Purchase Date | [redacted] Selling Representative – Signature

If no coverage level is selected, then **STANDARD** coverage will apply. If no term and mileage has been indicated in TERM SELECTED, then coverage will be in effect for 12 months/12,000 miles, whichever occurs first. If no **Deductible** is identified above, a $100.00 **Deductible per Component Assembly** will apply. Any modification, alteration or change to the printed terms, conditions or coverage of this **Agreement** renders the **Agreement** invalid.

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

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

Florida & Louisiana Obligor/Administrator:
American Guardian Warranty Services of Florida, Inc. (FL License #60116)
PO Box 768
Warrenville, IL 60555
800.579.2233

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS
CLAIMS: 800.579.2233 | ROADSIDE ASSISTANCE: 866.330.7623
TO START A CLAIM GO ONLINE TO AGWSINC.COM

SAMPLE

MECHANICAL COVERAGE – NAMED COMPONENT ASSEMBLIES

STANDARD COVERAGE: (Includes those Items listed in 1 through 6) 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.

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, timing belt, timing belt tensioner, valves, valve seats, valve guides, valve springs and retainers, oil pump, oil pump pick up and drive, dipstick and tube, water pump, intake manifold, exhaust manifold(s), harmonic balancer, flywheel/flex plate, valve cover(s), timing case cover, oil pan, vacuum pump, motor mounts.

TURBO/SUPERCHARGER EQUIPPED: When selected, 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, Optional Equipment-Features and the appropriate surcharge is paid. All internal lubricated parts listed under ENGINE plus the diesel injection pump is 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, transmission mounts. ***Standard Transmission Equipped*:** Transmission case and all internal lubricated parts including shafts, bushings, bearings, gear sets, synchronizers, shift forks and transmission mounts. ***Transfer Case Equipped:*** When selected, 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 and Transfer Case mount 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, 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. AIR CONDITIONING: Compressor and clutch, condenser, evaporator.

5. ELECTRICAL: Alternator, voltage regulator, starter motor and drive, starter solenoid, front windshield wiper motor.

6. TAXES AND FLUIDS: State and local taxes where applicable and required fluids to complete covered repairs.

PREFERRED COVERAGE: (Includes those Items listed in 1 through 15) 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.

7. EXTENDED DRIVETRAIN*: ENGINE:* Drive Pulleys, auxiliary oil cooler and metal cooler lines, oil pressure sending unit, water jacket-core plugs. ***Transmission:*** Oil cooler and metal cooler lines, electronic shift control solenoid(s) and speed sensor.

8. EXTENDED AIR CONDITIONING: Receiver drier, orifice, temperature control programmer, P.O.A. valve, expansion valve, heater/AC blower motor, heater core.

9. EXTENDED ELECTRICAL: Rear wiper motor and front/rear windshield washer pump(s), delay circuit board, relay and switch. Heated back glass-element, electronic ignition module, wiring harnesses, power window motors and power window regulators, power door lock actuators, horn(s), manually operated electrical switches (except audio/video control switches), ignition switch, brake light switch, and doorjamb switches.

10. ENGINE COOLING: Radiator, radiator cooling fan and motor, fan blade, fan clutch, fan shroud, coolant recovery tank, thermostat, temperature sending unit.

11. ENGINE FUEL: Fuel pump, fuel tank, fuel tank sending unit, fuel tank filler neck.

12. FRONT SUSPENSION: Upper and lower control arms including shafts and bushings, upper and lower ball joints, stabilizer shaft including linkage, mounts and bushings, strut rods, king pins, spindles/knuckles and supports, wheel hub bearings. Front End Alignment will also be included where required to complete covered repairs.

13. STEERING: (Gear or Rack and Pinion Equipped) The housing and all internal lubricated parts including the power steering pump, power steering reservoir, power cylinder assembly, main and intermediate steering shaft and coupling, power steering oil cooler and metal lines, tie rod ends, center link, idler arm, pitman arm.

14. BRAKES: Power assist booster, master cylinder, disc brake calipers, wheel cylinders, hydraulic metal lines and fittings, metering/proportioning valve, parking brake linkage and cables.

15. SEALS AND GASKETS: (Included in Preferred Coverage Vehicles sold with less than 100,000 Miles) All seals and gaskets for named components in the appropriate coverage level except when the cause of failure is the result of overheating, lack of lubrication or lack of required fluids.

SAMPLE

OPTIONAL COVERAGE

- **SEALS AND GASKETS: (An available option for all Standard Coverage and for Preferred Coverage Vehicles with over 100,001 Miles at the time of sale.)** When selected on the **Information Page** of this **Agreement** and a surcharge has been paid. All seals and gaskets for named components in the appropriate coverage level except when the cause of failure is the result of overheating, lack of lubrication or lack of required fluids.

- **HIGH TECHNOLOGY: (An available option for Preferred Coverage for Vehicles with less than 100,000 Miles at the time of sale).** When selected on the **Information Page** of this **Agreement** and a surcharge has been paid. Coverage includes driver information displays (except Navigation System) including analog, digital/LED readouts and circuit boards. Fuel Injectors, fuel pressure regulator, fuel injection sensors for mass airflow, throttle position, cam/crank position, and manifold absolute pressure and idle air control. Distributor, engine management control computer, spark control/anti detonation sensor and controller, transmission shift controller. Cruise control module, servo and engagement switch. ABS (Anti-Lock Brake System) wheel sensors pump motor and controller. Traction control sensors, controller and engagement switch. Four-wheel drive actuator motor and control switch. Level control or pneumatic suspension pump, its sensors and limiter valve. Manufacturer installed combination entry transmitter and transceiver and anti-theft device. Manufacturer installed AM/FM radio and speakers, cassette/CD player, equalizer/amplifier, DVD video player and its remote transmitter and monitor display. All power motors and manually operated control switches for the manufacturer installed radio antenna, seats, headlight doors, mirrors, convertible top, sun roof, sliding doors, rear hatch and trunk pull down.

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 $100.00 per occurrence. **You must contact Nation Safe Drivers prior to receiving towing assistance at 1-866-330-7623. Producer Code: 46547. Plan Letter** "**AB**".

- **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 ninety (90) days of the completion of the covered repairs.

- **TRIP INTERRUPTION ASSISTANCE: (Not available for STANDARD Level Coverage)** 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 the **Breakdown** and the date on which covered repairs are completed. **You** 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.

- **NATION SAFE DRIVERS-ROADSIDE ASSISTANCE: Nation Safe Drivers** benefits are provided for the term of the service **Agreement** for up to $50.00 per occurrence under a separate **Agreement**. **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** service **Agreement** number (located on the top right hand corner of the **Information Page**). **You** will also be required to give the representative assisting **You** the following information: **Producer Code - 46547** and **Your Plan Letter**, which is "**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. **Battery Service:** If a battery failure occurs, a jump-start will be applied to start the **Covered Vehicle**. 3. **Flat Tire Service:** Tire service includes removal of the flat tire and its replacement with the **Covered Vehicle's** spare tire. 4. **Emergency Fluid/Fuel Delivery Service:** An emergency supply of coolant, oil, water or fuel will be delivered for **Your Covered Vehicle** if **You** have an immediate need. **You** must pay the **Cost** of the actual fluid or fuel when delivered. 5. **Lock-Out Assistance:** If **Your** keys are locked inside the **Covered Vehicle**, assistance will be provided to gain entry to the **Vehicle**. Reimbursement: In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. **Your** reimbursement for towing is $50.00. Reimbursement for any other roadside service including lock-out assistance is $50.00. **You** must send **Your** original receipted roadside bills along with a completed claim form to: Nation Safe Drivers, Attn: Claims, 800 Yamato Road, Suite 100, Boca Raton, FL 33431. Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free at 1-888-684-9327.

- **AGREEMENT TRANSFERABILITY:** In the event that **You** sell the **Covered Vehicle** to another private party, **You** may apply for transfer of coverage to the new owner. See Terms and Conditions for necessary procedures.

WHAT TO DO IF REPAIRS ARE NEEDED

1. **Protect Your Vehicle from further damage.**
2. If **Your Vehicle** is unsafe and needs to be towed, contact Nation Safe Drivers at (866) 330-7623 to arrange towing services. Otherwise, deliver **Your Vehicle** to an **Authorized Repair Facility** and have them call the **Administrator at 1-800-579-2233** for instructions prior to proceeding with repairs.
3. **Failure to contact the Administrator before repairs are made will result in denial of the claim, unless state law mandates otherwise.**
4. **Present this Agreement and required maintenance documents to the Authorized Repair Facility.**
5. **Prior to repairing Your Vehicle, make sure the Authorized Repair Facility obtains an authorization number for covered repairs from the Administrator. Contact the Administrator at 1-800-579-2233.**
6. **Authorized claims must be submitted to the Administrator in writing within ninety (90) days to be deemed payable.**

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 coverage under this Agreement.

Call Toll Free at 1-800-579-2233 for Instructions and Repair Authorization or visit www.agwsinc.com and click "File a Claim" to start a claim.

No Payment for a Claim will be made without Authorization.

SAMPLE

TERMS AND CONDITIONS

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

DEFINITIONS:

Administrator, Obligor, Our, Us, and **We** - means American Guardian Warranty Services, Inc., except in the states of Florida and Louisiana where it means American Guardian Warranty Services of Florida, Inc. (FL 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. **Our** website is www.agwsinc.com.
Agreement - means the service **Agreement** that is a contract between **You** and **Us**.
Agreement Purchase Date – means the date **You** purchased this **Agreement** shown on the **Information Page.**
Agreement Purchase Price – means the amount **You** paid for this **Agreement** shown on the **Information Page.**
Breakdown or Mechanical Failure - means the failure of an original or replacement part, covered by this **Agreement,** to perform its function as it was originally designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's tolerance. It does 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.**
Component Assemblies – means those components listed under **Component Assemblies** in the section titled **MECHANICAL COVERAGE – NAMED COMPONENT ASSEMBLIES.**
Deductible - means the amount that **You** must pay for covered repairs per **Component Assembly** as indicated on the **Information Page** of this **Agreement**.

Information Page - means page 1 identifying **Your** name, address, phone number, email address, the **Vehicle** year, Make, Model, **Vehicle** Identification Number (VIN), Purchase Price, **Seller** name, address, phone number, Term Selected, **Agreement** Price and important disclosures signed by **You.**
Lender/Payment Plan Provider – means a financial institution identified on the **Information Page** and providing financing for the purchase of this **Agreement**.
Marketer/Seller – means the retail **Marketer/Seller** of this **Agreement** to **You** for the covered **Vehicle** described on the **Information Page**.
Pre-Existing Condition - means a condition or **Breakdown** that occurred before **Your** purchase of the **Agreement** that would have been obvious and apparent if the component had been inspected at the time of purchase.
Validation Period - means thirty (30) days and one thousand (1,000) miles from the sale date and odometer reading at the time of sale in which no claims may be filed under this **Agreement.** The validation period will be added to the end of the term of **Your Agreement.**
Vehicle or Covered Vehicle - means the **Vehicle** described on the **Information Page.**
You and Your - means the purchaser identified on the **Information Page** of this **Agreement**.

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, 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. If You perform Your own service, 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. In the event of a claim or transfer request, You will be required to submit these receipts. 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; and C) Where applicable, copies of original towing or rental bill with proof of payment.

OUR RESPONSIBILITIES: Subject to the Coverage Level and **Deductible** selected 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 (Section A): Where permitted by state requirements the following are not covered (See State Requirements):

1. **Pre-Existing Condition(s) or claims filed during the validation period.**
2. **For damage to a covered component caused by the failure of a component not listed as covered under this Agreement.**
3. **Repairs covered under the original manufacturer's warranty whether or not that warranty was transferred to You. Any Cost, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls or service bulletins.**
4. **Repairs beyond those required to correct a Breakdown**.
5. **Any covered repair not authorized in advance by Us.**
6. **Damage caused by continued operation of an impaired Vehicle.**
7. **Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.**
8. **Overloading the Vehicle beyond the manufacturer's recommended capacity.**
9. **Repairs when Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason.**
10. **A Breakdown caused by or involving modifications, alterations or additions to Your Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle manufacturer.**
11. **A Breakdown caused by or related to towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.**
12. **Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.**
13. **Repairs made outside the United States and Canada.**
14. **Repairs required because of: fraud, collision, abuse, negligence, neglect, misuse, abuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God or, loss that is normally covered by casualty insurance.**
15. **The Cost of teardown, disassembly or assembly when a Breakdown is not covered by this Agreement.**
16. **Repairs that are covered under a repairer's guarantee or another service agreement provider's coverage.**
17. **Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees.**
18. **Service adjustments and cleaning, reprogramming not related to the repair of a covered Breakdown, alignment not related to a covered repair. Carburetor, and throttle body. Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered component. Batteries, all belts, all hoses, all lines, all filters, oxygen sensor, EGR valve and PCV. Evaporative control devices: bypass valve and solenoid, gas cap, canister vent and purge valve, air pump, charcoal canister, leak detection pump. Ignition wires, distributor cap, spark plugs, glow plugs, tune ups, wiper blades, tires, wheels, wheel covers, wheel balancing, MacPherson Struts or Suspension Struts, shock absorbers, disc brake pads, brake shoes, brake rotors, brake drums, manual clutch disc/pressure plate, pilot and throw out bearing and clutch slave cylinder, light bulbs, sealed beams, HID & LED bulbs and lenses, exhaust system including catalytic converter(s). Storage, freight charges, shop supply charges, miscellaneous charges, document charges, hazardous waste charges, repairs to retrofit or replace components due to compliance with any law or legislation.**
19. **Glass, body structure, frame, bright metal, bumpers, sheet metal. Exterior door handles, hinges, locks and latches. Moldings, ornamentation, paint. Repairs or adjustments to correct squeaks, air, wind and water leaks. Weatherstrips, body sealants, glass and body adhesives. Vinyl tops, convertible tops and plastic/glass window panels, buttons, knobs, upholstery, trim, carpeting and floor coverings, mats, dash pads, console, air bag(s), seat belts, side view and rear view mirror housing and glass, vanity mirror, audio/video headphones, radar detectors, cellular phones, CB radio. Non-manufacturer installed: internet access systems, GPS, satellite communications, navigation systems, service transceiver and controls. Anti-theft devices, radios, cassette, CD, DVD, VCR players, their monitors and controls, graphic equalizer, amplifier and speakers, TV. Fasteners unless required for the repair of a covered component.**

Warranty of Merchantability and Warranty of Fitness for a Particular Purpose are expressly excluded.

EXCLUSIONS-WHAT IS NOT COVERED (Section B): Where permitted by state law, (See State Requirements) this Agreement provides no benefits or coverage and We have no obligation under this Agreement if:

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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: Per Repair Visit: Our liability shall in no event exceed two thousand five hundred dollars ($2,500.00) per component assembly. Aggregate: The total of all benefits paid or payable under this Agreement shall not exceed ten thousand dollars ($10,000.00).

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

ARBITRATION: You agree that any claim, dispute or controversy relating to this Agreement or the relationships which result from this Agreement, no matter against whom made, including the applicability of this arbitration clause and the validity of the entire Agreement, shall be resolved by neutral binding arbitration by the American Arbitration Association (unless another neutral organization is agreed upon by the parties), under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which You appear will take place at a location near Your residence. Rules and forms related to arbitration may be obtained by contacting the Administrator at 1-800-579-2233 or via written request to Administrator, P.O. Box 768, Warrenville, Illinois 60555. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION. The arbitration provision is deleted in its entirety in the following states: Florida, Georgia, Mississippi, Nebraska, New Hampshire, Nevada, Oklahoma, Oregon, Wisconsin and Wyoming.

AGREEMENT PERIOD: The time and mileage limit of the Term Selected start after the **Validation Period** identified on the **Information Page** and shall terminate when the length of time or total accumulated mileage exceeds the sum of the mileage at purchase plus the mileage shown in Term Selected as described on the **Information Page**, whichever occurs first. The **Validation Period** will be added to the end of the term of **Your Agreement.**

CANCELLATION: In the event the **Covered Vehicle** is repossessed, declared a total loss, or, **You** give notice of cancellation, the **Agreement** shall terminate. **You** may cancel this **Agreement**.

1. To request a cancellation, submit written notification immediately to the **Seller** or **Administrator** including the following: 1) the **Agreement** Number; 2) **Vehicle** Identification Number; and 3) a signed notarized statement certifying the current **Vehicle** odometer reading. The signed notarized 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 1250 miles per month.
2. If this **Agreement** is cancelled within thirty (30) days of the **Agreement Purchase Date** and no claim has been made, **We** will refund the full **Agreement Purchase Price.** If the **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the **Agreement Purchase Price** calculated 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 fifty dollar ($50.00) administrative fee; (**AL**-$25.00; **AK**-7.5% of the unearned provider fee; **AZ**-not to exceed 10% 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**-$50 or 10% of the pro rata refund, whichever is less; **IL**-$50 or 10% of the service contract price whichever is less; **ME**-10% of the **Agreement Purchase Price**; **MS**-$50 or 10% of the gross **Agreement Purchase Price**, whichever is less; **NC**-10% of the amount of the pro rata refund; **NV**-$25.00; **OK**-10% of the unearned pro rata **Agreement Purchase Price**; **WA**-$25.00**; WI**-10% of the **Agreement Purchase Price**.) Where permitted, any claim incurred or paid will be deducted from the amount of the cancellation refund. State guidelines and regulations where the **Agreement** was sold take precedence over these terms. (GA, LA and NV do not allow for a claim incurred or paid to be deducted from the amount to be returned.) If this **Agreement** is cancelled due to non-payment, no refund will be due. For questions regarding cancellation, call (800) 579-2233.
3. **We** may cancel this **Agreement**: If there has been a material misrepresentation, fraud or for non-payment of the **Agreement** price.

TRANSFER OF AGREEMENT: In the event that **You** sell the **Covered Vehicle**, this **Agreement** shall terminate. **You** may apply for a transfer to the new owner. Where applicable, the manufacturer's warranty including extended powertrain warranty must transfer to the new owner to obtain coverage under the transfer provisions of this **Agreement**. Within thirty (30) days from the date of sale to a private party and not a dealer or entity in the business of selling, trading or leasing vehicles, submit the following: 1) A check for a $100.00 Transfer Fee payable to the **Administrator**; 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 owner's name, address and telephone number; and 4) Copies of **Your** maintenance documents for the **Covered Vehicle**. Proof of continuation of regular maintenance will be necessary in the event of a claim. The **Administrator** reserves the right to reject a transfer request in the event that the above requirements are not met. This **Agreement** may not be assigned separately from the **Covered Vehicle**, nor can it be assigned to a new or used car dealership or anyone other than an individual person that purchased **Your Vehicle**. This **Agreement** may only be transferred once.

PAYMENT PLAN: If this **Agreement** is purchased on a Payment Plan, failure to make timely payments will result in cancellation with no refund due unless state law mandates otherwise. Should a claim arise before this **Agreement** is paid in full, the balance owed will be deducted from the claim payment unless state law mandates otherwise.

NOTICE TO CONSUMERS:

- **Purchase of this Agreement is not required to purchase or finance a vehicle. The benefits provided may duplicate express manufacturer or seller's warranties that come automatically with every sale. You may be required by the Seller of this coverage to pursue those warranties, which are available to You without this Agreement.**
- **This Agreement is not an insurance contract.**
- **The terms of this written Agreement control the Agreement between us. No change or modification to the written terms is valid.**
- **This Agreement is based on information You provided on the Information Page. Misrepresentation on the Information Page will result in rejection of this Agreement.**
- **Payment Plan: Where permitted by state law, the settlement of any claim may first be applied to reduce any unpaid, outstanding balance on an Agreement that has been purchased on a payment plan.**

SAMPLE

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

ALASKA: In the event of cancellation the Lienholder, if any, will be named on the refund check. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**. The right to void **Your** account is not transferable and applies only to the original **Agreement** purchaser. Cancellation by **Us**: **We** will provide written notice at least five (5) days prior to cancellation. Notice is not required if cancellation is due to non-payment, fraud, or material misrepresentation by **You**. The Insurance Statement is amended to add: If the provider fails to provide a covered service under the terms of the motor vehicle service contract within 30 days after the service contract holder notifies the provider of the claim, the service contract holder is entitled to apply directly to the insurer for payment of the provider's obligation.

ARIZONA: Cancellation: The administrative expenses may not exceed ten percent (10%) of the gross amount paid by **You** for the service contract. **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.

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

CONNECTICUT: All disputes must be resolved in accordance with the Regulations of Connecticut State Agencies §42-260. In the event of a dispute with the **Administrator**, **You** may contact the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 08142-0816. ATTN: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price or lease price of the product, the cost of the repair or replacement and a copy of the extended warranty contract. If the term of this **Agreement** is less than one (1) year, the **Agreement** term shall be automatically extended while any repairs covered under the **Agreement** are being done and the **Vehicle** is in the custody of the repair facility. In-home service is not available. 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**. In the event that **We** cease to operate or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, **You** may file a claim directly by writing or calling Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206. **Validation Period: Program coverage begins thirty (30) days and 1,000 miles after the Agreement Purchase Date. Coverage will be extended for thirty (30) days and 1,000 miles from the expiration of the term selected.** Nation Safe Driver does business as Nation Motor Club, Inc. in this state.

FLORIDA: The Agreement Obligor is American Guardian Warranty Services of Florida, Inc. (FL License #60116) PO 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**. The $50.00 administrative fee is deleted and replaced with a cancellation fee of $50.00 or ten percent (10%) of the refund amount, whichever is less. Cancellation by **Us**: **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. **You** may deliver **Your Vehicle** to the **Selling Dealer** or any Licensed Repair Facility for repairs. All other terms and conditions including requirements for prior authorization are applicable. In the event **You** are making a claim for reimbursement under this **Agreement,** the sixty (60) day requirement is extended to ninety (90) days to file a claim. **The rate charged for this Service Agreement is not subject to regulation by the Florida Office of Insurance Regulation**.

GEORGIA: Any claim or dispute will be adjudicated in **Your** county of residence. **Pre-existing condition**s *known to **You*** at the time of **Your** purchase of the **Agreement** are 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 comply with Georgia Coda Chapter 33-24-44. This includes that **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment. There is a 30-day written notice of cancellation for reasons other than non-payment regardless of when the service **Agreement** was cancelled. **We** will return the unearned premium to the **Agreement** holder within ten (10) working days after cancellation. 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 cancelled for non-payment**.** The finance company/lienholder is not considered a party to the contract and may only cancel the **Agreement** in the event of a total loss or repossession. **Validation Period: Program coverage begins thirty (30) days and 1,000 miles after the Agreement Purchase Date. Coverage will be extended for thirty (30) days and 1,000 miles from the expiration of the term selected.**

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 return of the service contract to the provider. Cancellation by **Us**: **We** will provide written notice five (5) days prior to cancellation. Notice is not required if cancellation is due to non-payment, material misrepresentation, or a substantial breach of duties on **Your** part.

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

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

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

IOWA: If **You** have problems or questions about this **Agreement**, **You** may contact the Commissioner of Insurance of the State of Iowa or the Iowa Securities Bureau at (515) 281-5705, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738. The following sentence is added to the Cancellation: If **You** cancel this **Agreement**, **We** will mail **You** a written notice of termination within fifteen (15) days of the date of termination. 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 the **Us**.

MAINE: This **Agreement** is not subject to regulation as an insurance contract. 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**. The right to void **Your** account is not transferable and applies only to the original **Agreement** purchaser. 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: The venue for any arbitration is required to be in 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.** The right to void **Your** account is not transferable and applies only to the original **Agreement** purchaser. Cancellation by **Us**: **We** will provide **You** with fifteen (15) days written notice prior to cancellation. **We** will provide **You** with five (5) days written notice if the reason for cancellation is non-payment of the **Agreement Purchase Price**, material misrepresentation or a substantial breach of duties by **You.**

MISSISSIPPI: 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 return of the **Agreement** to **Us**. The right to void **Your** account is not transferable and applies only to the original **Agreement** purchaser. Cancellation by **Us**: **We** may only cancel this **Agreement** for

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nonpayment of the **Agreement Purchase Price**, a material misrepresentation, or a substantial breach of duties by **You**. If **We** cancel for reasons other than non-payment, **You** will receive a pro rata refund of the **Agreement Purchase Price**, less the amount of any claims paid. The pro rata refund of the **Agreement Purchase Price** shall be calculated on the days in force and the miles driven based on the term of the plan selected, and the greater of the two shall be refunded to **You**.

MONTANA: Cancellation by **Us**: **We** will provide written notice five (5) days prior to cancellation. Notice is not required if cancellation is due to non-payment, material misrepresentation or a substantial breach of duties by **You**.

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

NEVADA: If **You** are not satisfied with the manner in which the provider is handling a claim on a contract, **You** may contact the Nevada Division of Insurance toll free at (888) 872-3234. Cancellation: In the Cancellation section the term Administrative Fee is deleted and replaced with Cancellation Fee. Claims will not be deducted from any refund in Nevada. The provider shall refund to the holder the purchase price of the Service **Agreement** within forty-five (45) days after a Service **Agreement** is returned pursuant to subsection 1 of NRS 690C.270. 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**: **We** may only cancel this **Agreement** if there has been a material misrepresentation or fraud by **You**, or for non-payment of the **Agreement** price by **You**. If **We** cancel **You** will receive a pro rata refund of the **Agreement Purchase Price** based on the days in force, the term of the plan selected and the date coverage begins. The cancellation is not effective until fifteen (15) days after notice of cancellation is mailed to **You**. Transfer of **Agreement**: The $100 transfer fee is deleted and replaced with a $25 transfer fee. **Agreement** Renewal: This **Agreement** is not renewable. Exclusions: Consequential damages and **Pre-Existing Condition**s are not covered in this **Agreement**. If **Your Vehicle** is modified from the **Vehicle** manufacturer's original specifications, this **Agreement** will not provide coverage for the modifications or the modified components. However, this **Agreement** will not exclude all coverage on **Your Vehicle**. This **Agreement** will continue to provide any applicable coverage to components of **Your Vehicle** that have not been modified from the **Vehicle** manufacturer's original specifications, unless such coverage is otherwise excluded by the terms of this **Agreement**. **THE PROGRAM COVERAGE BEGINS THIRTY (30) DAYS AND 1000 MILES AFTER THE AGREEMENT PURCHASE DATE. CONTRACT TERMS ARE EXTENDED BY 30 DAYS AND 1000 MILES TO ACCOMMODATE NON-COVERAGE DURING THE WAITING PERIOD.**

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

NEW JERSEY: A ten percent (10%) penalty per month will be added to any refund not paid or credited within forty-five (45) days of receipt of a cancellation request. **We** will provide five (5) days written notice prior to cancellation. 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**. The right to void **Your** account is not transferable and applies only to the original **Agreement** purchaser. Cancellation by **Us**: **We** may not cancel after seventy (70) days except for non-payment, fraud, or material misrepresentation by **You** in obtaining this **Agreement** or presenting a claim for service. **We** will provide fifteen (15) days written notice prior to cancellation.

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. Cancellation by **Us**: **We** will provide fifteen (15) days written notice prior to cancellation. Notice is not required if cancellation is due to non-payment, material misrepresentation, or substantial breach of duties by **You**.

NORTH CAROLINA: The seller of this coverage is required to inform **You** of any warranties available to **You** without this **Agreement**. No **Agreements** may be cancelled by the seller or **Administrator** prior to the expiration of the term as stated in the **Agreement** without **Your** consent, except in the case of non-payment 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 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.

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

OKLAHOMA: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Cancellation: If **You** cancel this **Agreement** within thirty (30) days of the sale date, **We** will refund the full amount paid. If the **Agreement** is cancelled by **You** after the first thirty (30) days, return of premium shall be based upon one hundred (100%) percent of the unearned pro rata premium less a service charge of ten percent (10%) of the unearned pro rata premium or fifty dollars ($50.00), whichever is less and less any paid claims. In the event of a cancellation, the lienholder, if any, will be named on the refund check and, in the event of cancellation upon repossession, the sole payee. **We** may cancel this **Agreement** if there has been a material misrepresentation or fraud at the time of sale of this **Agreement** or when filing a claim under this service contract. If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer; if the odometer has been tampered with or disabled and **You** have failed to repair the odometer; if **You** do not pay the **Agreement** price; if **Your Vehicle** has a salvage title; if **You** use **Your Vehicle** in any manner not covered by this **Agreement**. If **We** cancel this **Agreement**, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. If **We** cancel, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less the actual cost of any service provided under the service warranty contract. All refunds will be paid to the lienholder, if any, otherwise to **You**. **Disclosure Statement:** Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **Commercial Use:** Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage will be extended for thirty (30) days and 1,000 miles from the expiration of the term selected. Disputes will be processed through the judicial system. American Guardian Warranty Services, Inc. license number is 44197931.

OREGON: **We** are the **Obligor** for roadside assistance; however, the services are delegated to Nation Safe Drivers. In the event **You** have any issues with claims or complaints related to service provided by Nation Safe Drivers, please contact **Us** at (800) 579-2233.

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 return of the service contract to the provider. Cancellation by **Us**: **We** will provide fifteen (15) days written notice prior to cancellation. Notice is not required if cancellation is due to non-payment, material misrepresentation, or a substantial breach of duties by **You**.

TEXAS: If repairs have not been performed, a verified claim for reimbursement for authorized service performed by a 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 cancelled, **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.** 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 penalty (10%) of the amount outstanding will be added to any cancellation refund under this **Agreement** not made within forty-five (45) days of receipt of cancellation request by **Us.**

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

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the prescribed time. **The Exclusions – What Is Not Covered section is amended to add**: 5. Any covered repair not authorized in advance by **Us** with the exception of emergency repairs. The Cancellation provision is amended to abide by the Utah Code 31A-21-303. **The Cancellation by Us section is amended to add**: **We** may only cancel this **Agreement** for non-payment of the **Agreement Purchase Price**, a material misrepresentation, or a substantial breach of duties by **You**. Cancellation of this **Agreement** at any time is effective no sooner than thirty (30) days from the delivery or first-class mailing of a written notice to **You**. Cancellation for non-payment of premium is effective no sooner than ten (10) days after delivery or first-class mailing of a written notice to the policy holder. This **Agreement** cannot be voided for any reason and may only be cancelled with proper notice. **You** may purchase this **Agreement** through payment up front or through installment payments. **The Insurance Statement section is amended to add**: Should **We** fail to pay or provide service on any claim within 60 days after proof of loss has been filed, **You** are entitled to make a claim against the insurance company. Roadside Assistance benefits are provided by Nation Safe Drivers Services, Inc.

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 guaranteed by an insurance policy (No. 009) issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206. 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**: After the first sixty (60) days, **We** may not cancel this **Agreement,** except for fraud or non-payment by **You**, and are fully obligated under the terms of this **Agreement**. **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**. _____(**Agreement Holder must initial here**). By initialing, **You** acknowledge the review and understanding of the above disclosures including, coverage, maintenance requirements, duty to protect against further damage, claim procedures, covered parts and labor, time/mileage limitations, exclusions, and cancellation provisions. Service of Suit: The Commissioner is the attorney to receive service of legal process in action, suit or proceeding in court. **Our** subrogation rights exist only after **You** have been made financially whole according to Washington law.

WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE INSURANCE COMMISSIONER. The Agreement Administrator and Obligor is American Guardian Warranty Services of Wisconsin, Inc., PO 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. The right to void **Your** account is not transferable and applies only to the original **Agreement** purchaser. If **We** cancel this **Agreement**, notice inclusive of an effective date, outlining the specific nature or reason for cancellation will be mailed to **You** at the last known address for **You** at least five (5) days prior to the cancellation date. **We** may charge an administrative fee for cancellation equal to ten (10%) percent of the provider fee. In the event of a total loss of the **Vehicle**, **You** shall be entitled to cancel the **Agreement** and receive a pro rata refund of the **Agreement Purchase Price** less claims paid. **Our rights of ownership to salvaged parts shall become effective only after You have been fully compensated for damages or repairs under this Agreement. Our rights to subrogation under this Agreement are not valid until You have been made whole and fully compensated for damages. Note: In Wisconsin, the arbitration provision is amended to provide for non-binding arbitration upon the agreement of both parties.**

WYOMING: 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 **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. The right to void **Your** account is not transferable and applies only to the original **Agreement** purchaser. 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 non-payment 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. Active Military Service Members or a spouse thereof may contact the **Administrator** or visit **Our** website at AGWSINC.com for information concerning accommodations made for transfers or orders to active duty.

SAMPLE

Rev. March 2024

FACTS	WHAT DOES **AMERICAN GUARDIAN WARRANTY SERVICES, INC.** (AGWS) DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal and applicable state laws give consumers the right to limit some, but not all sharing. It also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Full name, primary residence mailing address, phone number, and email address as needed to provide our products and services to you. • Vehicle information • Account balances and transaction history • Any other information required to provide you with our products and services.
How?	We need to use your personal information to run our everyday business. We may use your personal information to: • process and administer your account with us for our products and services; • verify your identity and protect against fraud; • market our products to you; and/or • provide the products and services you request.

Reasons we can share your personal information	Does AGWS Share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes— to offer our products and services to you	**Yes**	**No**
For joint marketing with other financial companies	**No**	**N/A**
For our affiliates' everyday business purposes— information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes— information about your creditworthiness	**No**	**N/A**
For our affiliates to market to you	**Yes**	**Yes**
For nonaffiliates to market to you	**No**	**N/A**

SAMPLE

To Limit Our Sharing	Mail or email the form below **Please note:** If you are a new customer, we can begin sharing your information after you receive this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Email: Privacy@agws.com Our Privacy Policy can be viewed at agws.com/privacy-policy California residents: agws.com/california-privacy-policy

Mail-in Form

Name	
Address	
City, State, Zip	
[Account#]	

Mail to:
AGWS Legal Dept.
P.O. Box 768
Warrenville, IL 60555

Email to:
Privacy@agws.com

What We Do	
How does AGWS protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with applicable federal and state laws. These measures include computer safeguards and secured files and buildings.
How does AGWS collect my personal information?	We collect your personal information, for example, from: • Information we receive from you on applications or other forms; • Information we receive from you verbally; and • Information about your transactions with us, our affiliates, or others.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.
How long is my personal information retained?	We retain your personal information for no longer than is needed or permitted considering the purpose(s) for which it was obtained. Factors include the length of time we have an ongoing relationship with you and provide services to you, whether there is a legal obligation to which we are subject, and whether retention is advisable in light of compliance with laws.

Definitions	
Affiliates	Including, but without limitation, financial or non-financial companies related by common ownership or control. • American Guardian Warranty Services of Florida, Inc • American Guardian Warranty Services of Wisconsin, Inc. • American Guardian Insurance Services, Inc. • American Guardian of Delaware, Inc. • Xzilon, Inc. • The Reynolds and Reynolds Company ™
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

SAMPLE