compass®

Agreement No. [redacted]

Information Page

PLATINUM & PLATINUM WRAP

I. Customer Information

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

[redacted] Address

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

[redacted] Phone | [redacted] Email

II. Dealer Information

[redacted] Name

[redacted] Address

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

[redacted] Phone | Email

III. Lienholder Information

[redacted] Name

[redacted] Address

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

IV. Vehicle Information

[redacted] Year | [redacted] Make | [redacted] Model | [redacted] Current Odometer Mileage

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

Equipment - Features
(Must be identified on Agreement Purchase Date for coverage to apply)

☐ 4x4 and All Wheel Drive ☐ Turbocharger/Supercharger/Diesel [redacted]

V. Agreement Information

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

☐ Platinum ☐ Platinum Wrap ☐ Platinum II

☐ Manufacturer Certified Wrap

Deductible (Per repair visit)

☐ $50 ☐ $100 ☐ $200

☐ $0 (Repairs at Selling Dealer Only)

☑ $0 (Anywhere)

Term Selected

Months: [redacted]

Miles: [redacted]

Optional Coverage (Must be selected on Agreement Purchase Date)

☐ Commercial Use ☐ Hybrid Drive Battery

☐ Lighting Package ☐ Mobility Coverage

☐ Modified Vehicle ☐ Snow Plow

☐ Digital Management Services

Platinum: This **Agreement** begins on the **Agreement Purchase Date** and expires when the number of months in the Term Selected have passed, or the **Vehicle** odometer reaches the number of miles in the Term Selected, whichever occurs first.

Platinum II: This **Agreement** starts on the **Agreement Purchase Date** and expires when the number of months in the Term Selected have passed, or the **Vehicle** odometer reaches the number of miles in the Term Selected plus the Current Odometer Mileage indicated above, whichever occurs first.

Platinum Wrap/Manufacturer Certified Wrap: This **Agreement** starts on the **Agreement Purchase Date** and current miles indicated above, and expires when the number of months in the Term Selected have passed since the **In-Service Date**, or the **Vehicle** odometer reaches the number of miles indicated in the Term Selected, whichever occurs first.

VI. Customer Acknowledgment

This Agreement 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 and declare that it 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 A SERVICE CONTRACT AND IS NOT A WARRANTY OR INSURANCE POLICY.**

[redacted] Customer Signature (Customer/You/Your)

[redacted] Selling Dealer Representative – Signature

If no coverage level is selected, then **PLATINUM II** coverage will apply. If no term and mileage has been indicated in the section titled **TERM SELECTED**, then coverage will be in effect for 12 months/25,000 miles, whichever occurs first. If a **Deductible** has not been selected a $100 **Deductible** per repair visit will apply. Any modification, alteration or change to the printed terms, conditions or coverages 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 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 AGWS.COM

SAMPLE

COVERAGE

We will cover the necessary **Cost** of repairs for any **Breakdown** to **Your Vehicle**, subject to the terms and conditions of this **Agreement,** less payment of the **Deductible** amount per repair visit selected on the **Information Page**, except for those items and terms listed under **Exclusions-What Is Not Covered**. 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.

OPTIONAL COVERAGE

- **COMMERCIAL USE:** When selected on the **Information Page, We** will cover repairs subject to the following conditions: **Eligible Vehicles*:*** passenger cars, light trucks and vans up to and including one ton trucks used for route sales and/or route service, inspections, maintenance or repair purposes, carrying tools to a job site, farming and ranching. If towing, the **Vehicle** must be equipped with the manufacturer's installed towing package and not specifically excluded under **Ineligible Vehicles**. ***Note: Extra Maintenance is Required:*** **The owner must perform the manufacturer's "Severe Duty" maintenance service schedule in the manufacturer's owner's manual and provide receipts proving the required maintenance was performed in the event of a claim**.
Ineligible Vehicles*:* The following are excluded from Commercial Use coverage: multiple driver vehicles and any vehicle used for commercial hauling, delivery, shuttle, taxi or limousine service, police, law enforcement or emergency services, security services, snow plowing, cable or line installation or removal, any rental vehicle, vehicles equipped with flat beds, dump beds, commercial towing equipment, lifting or hoisting equipment, step vans, high cube vans or box bodies. Vehicles used for carrying or towing payloads in excess of manufacturer specifications are also not eligible.

- **MODIFIED VEHICLE:** When selected on the **Information Page, We** agree to waive the **Agreement** exclusion found in section titled "**Exclusions – What is Not Covered**" Section A – number 11 stating: "A **Breakdown** caused by or involving modifications, alterations, or additions to **Your Vehicle** unless those modifications, alterations or additions were performed or recommended by the original Vehicle manufacturer" and Section B – number 5 stating: "**Your Vehicle** is modified from the **Vehicle** manufacturer's original specifications regardless of who and when the modifications were made." **Eligibility:** Modified Vehicle coverage is only available for a **Vehicle** with an altered suspension height (limited to a lift of 6" or less or a drop of 3" or less) and/or oversized tires (limited to a maximum tire diameter of 6" over the original **Vehicle** manufacturer standard tire size). **Any suspension alterations or tires outside of the parameters outlined herein are NOT eligible for coverage under this Agreement.**
Exclusion: Modified Drivetrain Components, Engine Control Modules (ECM), Engine Control Units (ECU), and specialized re-programming that alters the performance attributes of the original equipment installed by the manufacturer or renders emission controls inoperative are not covered unless recommended by the original vehicle manufacturer for on street use.

- **MOBILITY COVERAGE:** When selected on the **Information Page**, **We** agree to provide coverage for the **Breakdown** of factory or factory authorized and installed mobility equipment. This coverage is limited to chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist, and swing-arm mechanisms. **All parts must have been installed in the Covered Vehicle by an authorized licensed factory mobility equipment company.**

- **LIGHTING PACKAGE:** When selected on the **Information Page**, **We** agree to provide coverage for the electrical failures on incandescent bulbs, halogen lights, High Intensity Discharge (HID) and LED lamp assemblies – interior and exterior (factory installed).

- **HYBRID DRIVE BATTERY:** When selected on the **Information Page**, **We** will pay for or reimburse **You** the **Cost** for repairs to **Your Vehicle's** Hybrid Drive Battery. If the Hybrid Drive Battery cannot be repaired, **We** will pay or reimburse **You** for one Hybrid Drive Battery replacement. **To qualify for replacement coverage, the Hybrid Drive Battery must not have a capacity greater than 70%, or the minimum manufacturer's capacity allowance, whichever is less**. To determine if there is a **Breakdown** of the Hybrid Drive Battery, **We** may require **Your Vehicle** to undergo an extended charge capacity test as prescribed by the manufacturer of **Your Vehicle**. **If the Breakdown does not qualify for repair or replacement, You are responsible for all diagnostic, tear-down and repair charges. Replacement is limited to one time only and at the discretion of the Administrator, may be made with a new, remanufactured, rebuilt or like kind and quality Hybrid Drive Battery.**

- **SNOW-PLOW: (Snow-Plow and Commercial Use must be selected on the Information Page) The Vehicle must be ¾ or 1 ton and equipped with the manufacturer installed snow-plow prep package. Coverage does not extend to the snow-plow equipment, including but not limited to lifting system (manual or hydraulic), mounting system, auger feed system, snow-plow blade, frame, attachment bar, wiring, lighting, and controls.** This option is intended to provide **Breakdown** coverage only to the **Vehicle** when a snow-plow has been mounted.

- **DIGITAL MANAGEMENT SERVICES:** When selected on the **Information Page**, coverage includes repairs to scan and reprogram all on-board computers for one occurrence per year for the **Agreement** Term.

ADDITIONAL BENEFITS

- **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**.

- **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 per occurrence.

- **RENTAL ASSISTANCE OR ALTERNATIVE TRANSPORTATION: In the event of a Breakdown of a covered part, You will be reimbursed for actual expenses incurred for alternative transportation up to $50 per day, for five days, not to exceed $250 per occurrence. Alternate transportation includes rental car services (from a nationally recognized rental agency) taxi or ridesharing services using a legal business entity (i.e., Uber, Lyft, etc.). To qualify for the first day of alternative transportation reimbursement, the Vehicle must be held out of service overnight at the repairer and the covered repairs exceed 4.0 labor hours as defined in the current year manufacturer 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 alternative transportation shall not continue beyond the day on which covered repairs are completed. You are required to submit receipts for reimbursement.**

- **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 the **Breakdown** and the date on which covered repairs are completed. **You** will be reimbursed for actual expenses up to $75 per day, for three days, not to exceed $225 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 $100 per occurrence. **You** are entitled to one (1) Roadside Assistance service per 72-hours. 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 $100.

SAMPLE

Reimbursement for any other roadside service including lock-out assistance is $100. **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 888-684-9327.

For Towing and Roadside Assistance You must contact Nation Safe Drivers prior to receiving assistance at 866-330-7623.

Provide Your service Agreement number located at the top right hand corner of the Information Page.

Provide the Producer Code – 46547 and Plan Letter "AB".

WHAT TO DO IF REPAIRS ARE NEEDED

If Your Vehicle is within 40 Miles of the Selling Dealer and they have service facilities, You must deliver Your Vehicle to the Selling Dealer. If Your Vehicle is unsafe and needs to be towed, contact Nation Safe Drivers at 866-330-7623 to arrange towing service. Provide the Selling Dealer with Your Agreement number, direct them to call the Administrator for Repair Authorization at 800-579-2233 and authorize them to diagnose the failure. If Your Vehicle is more than 40 Miles from the Selling Dealer, is unsafe to drive, and needs to be towed, contact Nation Safe Drivers at 866-330-7623 to arrange towing service. Otherwise, deliver Your Vehicle to a repair facility and authorize them to diagnose the failure. Provide the repairer with Your Agreement number and direct them to call the Administrator for Repair Authorization at 800-579-2233.

Emergency Repair - If Your Vehicle has a covered Breakdown at any time outside of Our 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 800-579-2233 for Instructions and Repair Authorization or visit www.agws.com and click "File a Claim" to start a claim.

No Payment for a Claim will be made without Authorization.

TERMS AND CONDITIONS

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

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

Administrator, Obligor, Our, Us and **We** – mean **American Guardian Warranty Services, Inc.**, PO Box 768, Warrenville, IL 60555, 800-579-2233, www.agws.com except in the state of 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.**

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 contract **Agreement** that is a contract between **You** and **Us**.

Breakdown or **Mechanical Failure** – mean 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.

Commercial Use Vehicle – means a vehicle registered to a business and/or used for business purposes. Unless selected on the **Information Page**, **Commercial Use Vehicle(s)** are expressly excluded from coverage under this **Agreement**.

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. Labor time will be reimbursed using nationally recognized labor time standards**.

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**.

In-Service Date – means the date recorded by the **Vehicle** manufacturer as the starting point of the original equipment manufacturer's **Vehicle** warranty. If the original **In-Service Date** is unavailable, January 1st of the **Vehicle** model year will be deemed the original **In-Service Date**.

Lienholder/Lender – means a financial institution or entity identified on the **Information Page** and providing financing for the purchase of this **Agreement**.

Selling Dealer – means the retail seller of this **Agreement** to **You** for the **Vehicle** described on the **Information Page**.

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

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

INSURANCE STATEMENT: Our obligations are guaranteed by an insurance policy issued by Virginia Surety Company, Inc. In the event that **We** fail to pay a refund or authorized claim within 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 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 directly relates to damage of covered parts. 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 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 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.

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.**

SAMPLE

EXCLUSIONS-WHAT IS NOT COVERED (Section A): Where permitted the following are not covered (see also State Requirements):

1. **Pre-Existing Condition(s).**
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, certified warranty, or other seller's warranty, whether or not that warranty was given or 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 that are covered under a repairer's guarantee, or another service agreement provider's coverage.**
5. **Repairs beyond those required to correct a Breakdown.**
6. **Any covered repair not authorized in advance by Us.**
7. **Damage caused by continued operation of an impaired Vehicle.**
8. **Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.**
9. **Overloading the Vehicle beyond the manufacturer's recommended capacity.**
10. **Repairs when Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason.**
11. **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.**
12. **A Breakdown caused by or related to towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.**
13. **Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, oxidization, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.**
14. **Repairs made outside the United States and Canada.**
15. **Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God or, loss that is normally covered by Casualty Insurance.**
16. **The Cost of teardown, disassembly, or assembly when a Breakdown is not covered by this Agreement.**
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, and costs.**
18. **Service adjustments and cleaning, reprogramming not related to the repair of a covered Breakdown, alignment not related to a covered repair. Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered component. All batteries (except Hybrid Drive Battery when Optional Coverage has been selected on the Information Page), all belts, all hoses, all filters and PCV. 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. Fuses, light bulbs, sealed beams, HID & LED bulbs, and lenses (except when the Lighting Optional Coverage has been selected on the Information Page), 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. 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, upholstery, trim, carpeting and floor coverings, mats, dash pads, console, air bag(s), side view and rear view mirror housing and glass reflector, vanity mirror, audio/video headphones, radar detectors, cellular phones, CB radio. Physical construction or structure/flooring, doors, windows or alterations or upgrades (including, but not limited to, those from a Mobility Package) resulting from covered repairs. Non-manufacturer installed: internet access systems, GPS, satellite communications, navigation systems, service transceiver and controls. Anti-theft devices, radios, CD, DVD players, their monitors and controls, graphic equalizer, amplifier and speakers, TV. Fasteners unless required for the repair of a covered component.**
20. **Coverage for the Mechanical Failure of a modified component substituting for the operation of a component designed and installed by the original Vehicle manufacturer.**
21. **Modified Engine Control Module (ECM) programming, ECM chips, programmers, modified Engine Control Units (ECU(s)) or specialized reprogramming that alters the performance attributes of original equipment drivetrain components or renders emissions controls inoperative unless recommended by the original Vehicle manufacturer for on street use.**
22. **All components not originally installed by the Vehicle manufacturer that modify the use of the Vehicle for snow plowing.**

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

EXCLUSIONS-WHAT IS NOT COVERED (Section B): Where permitted 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. If optional Commercial Use coverage is selected on the Information Page, see Page 2, Commercial Use, for exclusions and limitations for business purpose use.**
4. **Your Vehicle is used for 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. If optional Modified Vehicle coverage is selected on the Information Page, see Page 2, Modified Vehicle for eligibility, exclusions, and limitations.**
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.**
8. **If Your Vehicle is equipped with a snow plow and if the Snow Plow Equipment checkbox and Commercial Use surcharge box are not checked on the Information Page, You will not be provided benefits under this Agreement.**

LIMIT OF LIABILITY: The limit of liability per repair visit shall in no event exceed the Actual Cash Value of the Vehicle immediately prior to Breakdown. The Actual Cash Value is determined using the J.D. Power (NADA) Guide for Retail Value, nadaguides.com.

AGGREGATE LIMIT OF LIABILITY: The total of all benefits paid or payable while this Agreement is in force shall not exceed the Vehicle sales price (excluding tax, title, license fees and financing charges) at the time of purchase.

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

ARBITRATION: You agree that any claim, dispute or controversy relating to this **Agreement** or the relationships which result from this **Agreement**, no matter against whom made, including the applicability of this arbitration clause and the validity of the entire **Agreement**, shall be resolved by neutral binding arbitration by the American Arbitration Association www.adr.org (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

SAMPLE

hearing at which **You** appear will take place at a location near **Your** residence unless another location is mutually agreed upon by all parties. The laws of the state in which this **Agreement** was sold govern the interpretation and enforcement of this **Agreement**. Rules and forms related to arbitration may be obtained at www.adr.org or by contacting Us at (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.

AGREEMENT PERIOD:

Platinum: If Platinum is selected on the **Information Page,** this **Agreement** begins on the **Agreement Purchase Date** and expires when the number of months in the Term Selected have passed, or the **Vehicle** odometer reaches the number of miles in the Term Selected, whichever occurs first.

Platinum II: If Platinum II is selected on the **Information Page**, this **Agreement** begins on the **Agreement Purchase Date** and expires when the number of months in the Term Selected have passed, or the **Vehicle** odometer reaches the number of miles in the Term Selected plus the Current Odometer Mileage indicated on the **Information Page**, whichever occurs first.

Platinum Wrap and Manufacturer Certified Wrap: If Platinum Wrap or Manufacturer Certified Wrap is selected on the **Information Page**, this **Agreement** starts on the **Agreement Purchase Date** and current miles indicated on **the Information Page** and expires when the number of months in the Term Selected have passed since the **In-Service Date**, or the **Vehicle** odometer reaches the number of miles indicated in the Term Selected, whichever occurs first.

CANCELLATION: This **Agreement** is cancellable for any reason and at any time during the Term of this **Agreement**. To request a cancellation, submit written notification immediately to the **Selling Dealer** or **Administrator** including the following: a) the **Agreement** Number; b) Vehicle Identification Number; and c) a signed statement certifying the current **Vehicle** odometer or hour reading. **You** may call **Us** at (800) 579.2233 or visit **Our** website at www.agws.com with any questions.

1. If this **Agreement** is cancelled within 30 days of the **Agreement Purchase Date**, **We** will refund the full **Agreement Purchase Price**, less any claims paid. No administrative or cancellation fee will be deducted.
2. If the **Agreement** is cancelled after the first 30 days, the refund will be calculated according to the pro-rata method reflecting the days in force or miles driven, whichever is greater, based on the term of the plan selected and the date coverage begins, less claims paid. If **You** cancel this **Agreement** after the first 30 days from the **Agreement Purchase Date**, a $50 administrative fee will be deducted from the refund. If **We** cancel the **Agreement**, no administrative fee will be deducted.
3. **We** may cancel this **Agreement** for nonpayment, material misrepresentation, or fraud by **You**. Notice outlining the specific nature or reason for cancellation and effective date of cancellation will be mailed to **You.**
4. If **You** or the **Lienholder** cancel, any refunds owed will be paid or credited no more than 30 days from the date notice of the request to cancel is received by the **Selling Dealer** or **Us** or sooner if required by state law. If **We** cancel, any refunds owed will be paid or credited no more than 30 days from the effective date of cancellation or sooner if required by state law.
5. If **Your Vehicle** and this **Agreement** have been financed, the **Lienholder** may cancel this **Agreement** for nonpayment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The cancellation rights under this **Agreement** are transferred to the **Lienholder** and the **Lienholder** is also entitled to any resulting refund. In the event of a cancellation, the **Lienholder**, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee. The **Lienholder** will follow all cancellation rules in this **Agreement**.

TRANSFER OF AGREEMENT: If You sell the Covered Vehicle, this Agreement shall terminate. You may apply for a transfer to the new owner. Within 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 $50 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; 4) Copies of Your maintenance documents for the Covered Vehicle. Proof of continuation of regular maintenance will be necessary in the event of a claim. The Administrator reserves the right to reject a transfer request in the event that the above requirements are not met. This Agreement may not be assigned separately from the Covered Vehicle, nor can it be assigned to a new or used car dealership or anyone other than an individual person that purchased Your Vehicle. This Agreement may only be transferred once.

NOTICE TO CONSUMERS:

- **This Agreement is a service contract and is not an insurance policy or manufacturer warranty.**
- **Purchase of this Agreement is optional, cancellable, and not required to purchase, lease, 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 to pursue those warranties, which are available to You without this Agreement.**
- **The terms of this written Agreement control the Agreement between us. No change or modification to the written terms is valid.**
- **This Agreement is based on information You provided on the Information Page. Misrepresentation on the Information Page will result in rejection of this Agreement.**
- **Payment Plan: Where permitted, the settlement of any claim may first be applied to reduce any unpaid, outstanding balance on an Agreement that has been financed.**

STATE REQUIREMENTS

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

Alabama: If **You** cancel this **Agreement**, any refund due may be credited to any outstanding balance of **Your** account and the excess, if any, refunded to **You**. The cancellation fee is reduced to $25. If no claims have been paid, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **Agreement** to **Us**. If **We** cancel, **We** will provide written notice five days prior to cancellation. Notice is not required if cancellation is due to nonpayment or material misrepresentation by **You**.

Alaska: If **You** cancel after the first 30 days, the cancellation fee will not exceed $50 or 7.5% of the unearned provider fee, whichever is less. If **We** cancel, **We** will provide written notice at least five days prior to cancellation. Notice is not required if cancellation is due to nonpayment, fraud, or material misrepresentation by **You.** If **We** do not pay or credit a refund owed within 45 days after cancellation, a penalty of 10% of the full provider fee for each month the refund remains unpaid shall be added to the refund**.** The Insurance Statement is amended to state that **You** may file a claim directly with the insurance company if **We** fail to provide a covered service within 30 days after notification.

Arizona: The cancellation fee may not exceed 10% of the gross amount paid for the **Agreement** or $50, whichever is less. **Your Agreement** may not be cancelled due to acts or omissions of the service company, assignees, or sub-contractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner. Parts repaired or replaced under the **Agreement** may not be excluded. 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 and Financial Institutions, Consumer Affairs Division for relief under the provisions of Arizona Revised Statutes (ARS) §§ 20-1095.04 and/or 20-1095.09**.

Arkansas: If this **Agreement** is cancelled, claims paid will not be deducted from the refund.

California: American Guardian Warranty Services, Inc.'s California License number is 0C73808. The name of the **Obligor** is amended to American Guardian Warranty Services Inc. dba AGWS Insurance Services. Performance to **You** under this contract is guaranteed by a California approved insurance company, Virginia Surety Company, Inc., 175 West

SAMPLE

Jackson Blvd., Chicago, IL 60604; (800) 209-6206. **You** may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after **Your** request. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 800-927-4357 or www.insurance.ca.gov. The definition of **You** and **Your** is amended to include a transferee. **At the time You purchase Your Covered Vehicle, the Selling Dealer will provide you with the Vehicle manufacturer owner's manual or provide you with a URL to obtain such information**. **If You were not provided with an owner's manual, go to your vehicle manufacturer's website, and go to the owner's section. In the event your odometer is inoperable through no fault of Your own, You will have 14 days to remedy such failure prior to excluding coverage due to an inoperable odometer**. The cancellation provisions of this **Agreement** shall be in accordance with California law. Only written notification is required to submit a cancellation request. During the first 60 days, if the **Obligor** cancels or if **You** have not had any claims and provide notice of cancellation to **Us**, the full **Agreement** purchase price shall be refunded to **You**. No administrative fee will be deducted. If **You** provide notice of cancellation to **Us** within the first 60 days after receipt of the contract and a claim has been made under this **Agreement**, a pro-rata refund based on the greater of elapsed time or the retail value of claims paid shall be made to **You**. No administration fee will be deducted. If **You** cancel this **Agreement** after 60 days, a pro rata refund, based on elapsed time, or retail value of claims paid or services performed shall be made to **You** less a cancellation fee of $25 or 10% of the **Agreement** purchase price, whichever is less. **We** are liable for any claim reported prior to the effective date of cancellation and covered by the **Agreement**. If **We** cancel, notice outlining the specific reason for cancellation will be mailed to **You** and the validity of the **Agreement** will cease no less than five days from the postmark date of such notice After 60 days, **We** may only cancel for nonpayment, fraud, or material misrepresentation. The Lienholder may not cancel this **Agreement**. Please see the section CANCELLATION for complete terms and conditions. The Arbitration clause in this **Agreement** is deleted. The proper venue for litigation for a claim arising out of California shall be in California. **We** reserve the right to void the **Agreement** or deny claims at any time due to fraud, misrepresentation, or non-payment. **We** are the **Obligor** for roadside assistance with services delegated to Nation Safe Drivers. If **You** have any issues with claims or complaints related to service administered by Nation Safe Drivers, contact **Us** at 800-579-2233. In-home service is not available. Preventative maintenance is not covered under this **Agreement**.

Colorado: **Our** obligations are insured by Virginia Surety under policy number 3312. Please refer to the insurance statement for additional information. In home service is not available.

Connecticut: No in-home service is available. The Arbitration section of this **Agreement** is amended to state that all disputes must be resolved in accordance with the Regulations of Connecticut State Agencies §42-260. Parties shall make reasonable efforts to resolve disputes. In the event an agreement cannot be reached, **You** may file a formal written complaint with the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816. Attn: Consumer Affairs. The complaint shall contain a short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and the results of such attempts. It must also contain the purchase or lease price of the **Vehicle**, the cost of repair, and a copy of the **Agreement**. If **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen, destroyed or **You** give notice of cancellation, **You** may cancel this **Agreement** subject to its cancellation provisions. If the term of this **Agreement** is less than one year, coverage will automatically extend while any repairs covered under the **Agreement** are being completed and the **Vehicle** is in the custody of the Authorized Repair Facility.

District of Columbia: The cancellation fee will not exceed $50 or 10% of the gross amount paid, whichever is less. If **You** cancel this **Agreement** within 30 days and if no claims have been paid, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **Agreement** to **Us**. If **We** cancel, **We** will provide at least five days written notice prior to cancellation. Notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by **You**.

Florida: The **Agreement Obligor** is **American Guardian Warranty Services of Florida, Inc. (FL License #60116 and #80292), PO Box 768, Warrenville, IL 60555**. **The transfer fee is deleted and replaced with a $40 transfer fee.** If **You** or the **Obligor** cancel this **Agreement** within 60 days of the **Agreement** Purchase Date, **We** will refund the full **Agreement** Purchase Price, less any claims paid. No cancel fee will be applied. If **You** or the **Obligor** cancel after 60 days, a 100% refund of the unearned pro rata premium will be made less any claims paid. If **You** cancel after 60 days an administrative fee of 10% of the unearned pro rata premium or $50, whichever is less will also be applied. Cancellation notice for nonpayment will be made by certified mail. The rate charged for this **Agreement** is not subject to regulation by the Florida Office of Insurance Regulation. Arbitration is non-binding.

Georgia: The arbitration provision is deleted. 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** are excluded from coverage. Modifications to the **Vehicle** made by **You** results in rejection of coverage under this **Agreement**. Repairs when the **Vehicle**'s odometer has been altered or tampered with while owned by **You** are excluded from coverage. Damage due to sludge may not be excluded from coverage. If **You** cancel the **Agreement** within the first 30 days of the **Agreement** purchase date, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request. If **You** cancel after 30 days, the administrative fee will be $50 or 10% of the pro-rata refund amount, whichever is less. There is no fee if **We** cancel. If **We** cancel due to fraud, material misrepresentation, or nonpayment, We will provide a written notice at least 30 days prior to cancellation. 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. See the section Cancellation for all other cancellation terms.

Hawaii: If **You** cancel this **Agreement**, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the receipt to **Us**. If **We** cancel, **We** will provide written notice five days prior to cancellation unless cancellation is due to nonpayment, material misrepresentation, or a substantial breach of duties by **You**.

Idaho: Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guaranty Association. If the **Agreement** is cancelled, claims paid will not be deducted.

Illinois: Wear and Tear: a gradual reduction in operating performance due to normal wear and use IS included in this **Agreement**. The cancellation fee will not exceed $50 or 10% of the **Agreement** Purchase Price, whichever is less.

Indiana: THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW. The Insurance Statement is deleted and replaced with the following: **INSURANCE STATEMENT: Our obligations are guaranteed by an insurance policy issued by Virginia Surety Company, Inc. If We fail to perform or make payment due under the Agreement within 60 days after You request performance or payment, You may request performance or payment directly from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206, including any refund due under the cancellation provisions of this Agreement**.

Iowa: **You** may contact the Iowa Insurance Division with any problems or questions at (515) 654-6600, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. If **You** cancel within 30 days of purchase, a 10% penalty will be added each month to a cancellation refund not paid to **You** within 30 days of the return of the **Agreement** to **Us**. If **You** cancel after 30 days, the administrative fee will be $50 or 10% of the purchase price, whichever is less. If **We** cancel this **Agreement**, **We** will mail **You** a written notice of termination within 15 days of the date of termination, unless cancellation is due to nonpayment, material misrepresentation or a substantial breach of duties by **You**.

Louisiana: This **Agreement** is not insurance and is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding this **Agreement** may be directed to the Louisiana Attorney General. A 10% penalty per month shall be added to a cancellation refund not paid or credited within 45 days after return of the **Agreement** to **Us**. If **We** cancel this **Agreement**, **We** will provide **You** with written notice at least 15 days prior to cancellation and state the effective date and reason for cancellation. Notice is not required if cancellation is due to nonpayment, material misrepresentation, or substantial breach of duties by **You**.

Maine: This **Agreement** is not subject to regulation as an insurance contract. If **You** cancel within the first 30 days of purchase, a monthly penalty equal to 10% of the refund amount will be added to any refund that is not paid or credited to **You** within 45 days after **Our** receipt of **Your** request. Refunds made during the full refund period are inclusive of any sales tax refund due. After 30 days, the fee for cancellation may not exceed $50 or 10% of the **Agreement** Purchase Price, whichever is less. If **We** cancel, **We** will provide **You** with written notice mailed 15 days prior to cancellation stating the reason for cancellation and the effective date. If **We** fail to make any payment owed within 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.

Maryland: The repair of a malfunction or defect covered under this **Agreement** shall include the cost of tear down and diagnosing the malfunction or defect. Normal wear and tear is a covered cause of loss for the **Breakdown** of a covered part, in addition to defects in material and workmanship. If **We** fail to provide services or reimbursement related to a covered breakdown under this **Agreement**, **Your Agreement** will be automatically extended to provide coverage or reimbursement. If **You** cancel this **Agreement** a 10% penalty per month of the full consideration paid for this **Agreement** shall be added to a refund for each month that it is not paid or credited within 45 days after the receipt of the

SAMPLE

service contract to **Us**. The right to void **Your** account is not transferable and applies only to the original **Agreement** purchaser. **You** are entitled to make a direct claim against the insurer of this **Agreement** if **We** fail to pay any claim or make any refund or consideration due within 60 days after proof is filed with **Us**.

Massachusetts: The **Selling Dealer** is the entity which is referred to as "**We**," "**Us**," and "**Our**" and is obligated to perform under this **Agreement**. Within the first 30 days of purchase, a 10% penalty will be added to a cancellation refund that is not paid or credit to **You** within 45 days after return to **Us**.

Minnesota: The venue for any arbitration is required to be in Minnesota. A 10% penalty per month must be added to a cancellation refund that is not paid or credited within 45 days after return of the **Agreement** to **Us**. If **We** cancel, **We** will provide **You** with 15 days written notice prior to cancellation. **We** will provide **You** with five days written notice if the reason for cancellation is nonpayment of the **Agreement** Purchase Price, material misrepresentation, or a substantial breach of duties by **You**.

Mississippi: If **You** cancel this **Agreement** within the first 30 days of purchase, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **Agreement** to **Us**. After the first 30 days, (1) 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** and (2) the administrative fee will be $50 or 10% of the **Agreement** Purchase Price, whichever is less. **We** may only cancel this **Agreement** for nonpayment of the **Agreement** Purchase Price, a material misrepresentation, or a substantial breach of duties by **You**. After the first 30 days, if **We** cancel for reasons other than nonpayment, **You** will receive a pro rata refund of the **Agreement** Purchase Price, less the amount of any claims paid. All other cancellation terms apply.

Missouri: A 10% penalty per month will be added to a cancellation refund that is not paid within 45 days of the request for refund to **Us.** If **You** cancel, **We** will send a written notice of termination to **You** within 45 days of the date of termination. The right to void **Your Agreement** is not transferable and applies only to the original **Agreement** purchaser. **NOTICE**: THIS AGREEMENT IS NOT AN INSURANCE CONTRACT.

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

Nevada: If **You** are not satisfied with the manner in which **We** handle a claim, **You** may contact the **Nevada Division of Insurance at (888) 872-3234**. If **Your Vehicle** is modified from the manufacturer's original specifications, this **Agreement** will not provide coverage for the modifications or modified components. However, this **Agreement** will not exclude all coverage on **Your Vehicle** and will continue to provide any applicable coverage to components that have not been modified from the **Vehicle** manufacturer's original specifications unless such coverage is otherwise excluded by the terms of this **Agreement**. This **Agreement** will not cover any damage due to an accident. However, if an accident occurs, **We** will not automatically suspend all coverage and will continue to provide any coverage that is unrelated to the accident, unless such coverage is otherwise excluded by the terms of this **Agreement**. This contract does not provide coverage for consequential damage(s). If **Your Vehicle** and this **Agreement** have been financed, the Lienholder may cancel this **Agreement** for non-payment by **You**. The term Administrative Fee is deleted and replaced with Cancellation Fee, which, when applicable, will not be more than $25. Claims incurred will not be deducted from the amount of cancellation refund. **We** will refund the purchase price of the **Agreement** within 45 days after an **Agreement** is returned pursuant to NRS 690C.270(1). A 10% penalty per month will be added to any cancellation refund not paid within 45 days after the **Selling Dealer** receives **Your** request for cancellation. **We** may only cancel for fraud or material misrepresentation by **You** in obtaining this **Agreement**, or in presenting a claim for service. If **We** cancel **You** will receive a full refund. The cancellation is not effective until 15 days after notice of cancellation is mailed to **You**. If **You** transfer this **Agreement,** the fee is reduced to $25. This **Agreement** is not renewable.

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 (800) 852-3416**. All arbitration provisions are subject to RSA 542 and any civil action or alternative dispute resolution procedure brought in connection with the consumer guaranty contract shall be brought in the courts of New Hampshire. If **You** cancel this **Agreement** after the first 30 days, the administrative fee will be $50 or 10% of the Agreement Purchase Price, whichever is less. Claims paid will not be deducted from any refund. All other cancellation terms apply.

New Jersey: **THE PRODUCT BEING OFFERED IS A SERVICE CONTRACT AND IS SEPARATE AND DISTINCT FROM ANY PRODUCT OR SERVICE WARRANTY WHICH MAY BE PROVIDED BY THE MANUFACTURER, IMPORTER, OR SELLER**. Within the first 30 days after purchase, a 10% penalty per month will be added to a cancellation refund that is not paid within 45 days of the request to **Us**. Prior written notice of cancellation by **Us** is not required if the reason is nonpayment of the provider fee, material misrepresentation or omission or a substantial breach of contractual obligations by **You**.

New Mexico: Within the first 30 days after purchase and if no claims have been made, a 10% penalty for each 30-day period or portion thereof based on the **Agreement** Purchase Price will be added to a cancellation refund that is not paid within 60 days of the request for refund to **Us**. If **You** cancel this **Agreement** after 30 days, the administrative fee may not exceed $50 or 10% of the **Agreement** Purchase Price, whichever is less. If **We** cancel this **Agreement**, the cancellation will not become effective until at least 15 days after the notice of cancellation is mailed to **You**. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of the Superintendent of Insurance at 855-427-5674.

New York: A 10% penalty per month shall be added to a cancellation refund not made within 30 days of the receipt of the cancellation request. Notice of cancellation by **Us** is not required if cancellation is due to nonpayment, material misrepresentation, or substantial breach of duties by **You**.

North Carolina: No agreements may be cancelled by the Seller or **Us** prior to the expiration of the term as stated in the **Agreement** without **You**r consent, except in the case of nonpayment, a material misrepresentation related to this **Agreement** made by **You**, or any other act by **You** constituting a breach of duty under this **Agreement**. The term of this **Agreement** for cancellation purposes will be based on the date **You** purchased **Your Vehicle**. If you cancel this **Agreement** after the first 30 days, the administrative fee charged will be $50, or 10% of the amount of pro rata refund, whichever is less. All other cancellation terms and conditions apply.

Ohio: This contract is not insurance and is not subject to the insurance laws of this state. If **We** fail to make any payment owed within 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.

Oklahoma: **Our** license number is 44197931. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **Oklahoma service warranty statutes do not apply to Commercial Use references in service warranty contracts.** The Arbitration section is deleted, and disputes may be processed through the judicial system. This **Agreement** is not issued by and will not be honored by the manufacturer or wholesale company marketing the product. If the **Agreement** is cancelled by **You** after the first 30 days, return of provider fee shall be based upon 100% of the unearned pro rata provider fee less a service charge of 10% of the unearned pro rata provider fee or $50, whichever is less, and less any paid claims. If **We** cancel during the first 30 days **You** will receive a full refund and after the first 30 days, the refund will be based on 100% of the unearned pro rata provider fee less the actual cost of any service provided under the **Agreement**.

Oregon: The Arbitration clause is amended to require mutual agreement for arbitration at the time of the dispute. If agreed upon, all proceedings will occur in Oregon (or a mutually agreeable location), and according to Oregon laws. **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, 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, PO Box 100105, Columbia, SC 29202-3105, (803) 737-6160**. A 10% penalty per month shall be added to a cancellation refund that is not paid or credited within 45 days after the return of the service contract to the provider. Notice of cancellation by **Us** is not required if cancellation is due to nonpayment, 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 an Authorized Repair Facility has not been paid within 60 days or a refund has not been paid within 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. **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, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202 or (512) 463-6599**. If **We** cancel this **Agreement**, **We** will not send **You** advance notice if the reason for cancellation is nonpayment of the **Agreement** price, fraud or material misrepresentation by **You** to **Us** or a substantial breach of duties by **You** relating to the **Vehicle** or its use. A 10% penalty of the amount outstanding will be added to any cancellation refund under this **Agreement** not made within 45 days of receipt of cancellation request by **Us**. The right to cancel is not transferable and applies only to the original **Agreement** purchaser. All other cancellation terms and conditions apply**.**

SAMPLE

Utah: This service contract 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 Insurance Statement section is amended to delete the words "authorized claim" and replace with "any claim." The Arbitration section is amended to state that Arbitration in Utah is binding and shall be in compliance with the "Utah Uniform Arbitration Act" (78B-11-101). Arbitration does not have to take place within 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 **Agreement** within the time specified does not invalidate a claim made by **You** if **You** show that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. Any covered repair not authorized in advance by **Us** is not covered, except for emergency repairs as outlined in the What to do if Repairs are Needed section of this **Agreement**. The Cancellation provision is amended to abide by Utah Code 31A-21-303. **We** may only cancel this **Agreement** for nonpayment of the **Agreement** Purchase Price, a material misrepresentation, or a substantial breach of duties by **You**. Cancellation of this **Agreement** by **Us** is effective no sooner than 30 days from the delivery or first-class mailing of a written notice to **You**. Cancellation for nonpayment of premium is effective no sooner than 10 days after delivery or first-class mailing of a written notice to the policy holder. This **Agreement** cannot be voided for any reason and may only be cancelled with proper notice. **You** may purchase this **Agreement** through payment up front or through installment payments.

Virginia: If any promise made in the contract has been denied or not been honored within 60 days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington: **Your Agreement** is 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. You do not need to wait 60 days to contact the insurer. Please refer to the Insurance Statement for additional information. **You** must obtain Repair Authorization from **Us** prior to repairing any covered component, unless there is a need for an emergency repair as outlined in the What to do if Repairs are Needed section of this **Agreement**. If **You** cancel this **Agreement** after 30 days, the administrative fee will be $25, and any claim paid or incurred may be deducted from the amount of refund. 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. A 10% penalty per month shall be added to any refund that is not paid within 30 days of return of the **Agreement** to the provider. **We** may not cancel this **Agreement** after the first 60 days and are fully obligated under its terms. If **We** cancel, **We** will send you a notice stating the effective date and reason for cancellation at least 21 days prior to cancellation. **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 **Us**. 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 Washington Insurance 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. The implied warranty of merchantability on the motor **Vehicle** is not waived if the **Agreement** has been purchased within 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 or mileage limitations, exclusions, and cancellation provisions.**

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The Administrator and Obligor is American Guardian Warranty Services of Wisconsin, Inc., P.O. Box 768, Warrenville, Illinois 60555; (800) 579-2233. **Our** rights of ownership to salvaged parts are effective only after **You** have been fully compensated for damages or repairs under this **Agreement**. **Our** rights to subrogation are not valid until **You** have been made whole and fully compensated for damages. The arbitration provision is amended to provide for non-binding arbitration upon the agreement of both parties. The cancellation section is amended to state the following: **You** may cancel this **Agreement** for any reason and at any time during its term. If cancelled by any party within 30 days of purchase, **We** will refund the full Agreement Purchase Price. No fee will be deducted. If cancelled after the first 30 days, the refund will be calculated according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less claims paid. If **You** cancel after 30 days, the cancellation fee will not exceed $50 or 10% of the provider fee, whichever is less. **We** may only cancel for nonpayment of the provider fee, material misrepresentation by **You** to **Us**, or substantial breach of duties by **You** relating to the **Vehicle** or its use. If **We** cancel, no fee will be deducted and **We** will mail written notice to **Your** last known address, stating the cancellation reason and effective date, at least five days prior to the cancellation date. After 30 days, if cancelled due a total loss to **Your Vehicle**, **You** will receive a pro-rata refund of any unearned provider fee, less claims paid. No fee will be deducted. To request cancellation, submit written notification to the **Dealer** or **Administrator**. If any cancellation is not credited or refunded within 45 days after a completed request is received, a 10% per month penalty of the refund amount outstanding will be added to the refund. If financed, the Lienholder will be named on the refund check. In the state of Wisconsin Nation Safe Drivers does business as Nation Motor Club, LLC.

Wyoming: Litigation is required to be in the state of Wyoming. The Lender 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 10% penalty per month shall be added to a refund that is not paid or credited within 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 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.

SAMPLE

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**

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		Mail to:
Name		**AGWS Legal Dept.** **P.O. Box 768** **Warrenville, IL 60555**
Address		**Email to:** **Privacy@agws.com**
City, State, Zip		
[Account#]		

SAMPLE

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