



Non-Motorized Coverage

Agreement No.

CRT80961845

Information Page

I. Customer Information

SAMPLE

First Name

MI

Address

State

Zip

Phone

E-mail

II. Dealer Information

III. Lienholder Information

New Horizons RV Corp

Name

Name

2401 Lacy Dr,

Address

Address

Junction City

KS

66441

City

State

Zip

City

State

Zip

(785) 238-7575

Phone

IV. Vehicle and Coverage Information

Make

Model

Agreement Purchase Date

Vehicle Identification Number (VIN)

Motorhome Coach Serial Number

Vehicle Purchase Price

Agreement Purchase Price

Coverage Level

Platinum (Items 1-18)

Gold (Items 2-18)

Service Drive Sale/Non-Point of Sale Delivery (Inspection and 30 day waiting period required)

Optional Coverage (Must be selected at time of sale)

Amended Cause of Loss

Unlimited Towing

Park Model (RVIA Designated)

Commercial Use

Audio/Video-Technology

Convenience Package

Term Months

84

Deductible - Per Visit (Anywhere)

\$0

\$50

V. Customer Acknowledgment

The Agreement that You are purchasing is between You and the Agreement Obligor. You will be notified by 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 shown on the reverse side. This Agreement is based on information You provided on this information page. Purchase of this Agreement is not required to purchase or finance a vehicle. AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS. I hereby declare that the above information is correct.

Customer Signature (Your)

Purchase Date

Licensed Salesperson - Signature

In the Coverage section if no coverage level is selected, then GOLD coverage will apply; if no term has been indicated, then coverage will be in effect for 12 months. In the Optional Coverage section if no Deductible has been selected, then a \$100 Deductible per repair visit will apply. Any modification, alteration, or change to the printed terms, conditions or coverage of this Service Agreement renders the Agreement invalid. IMPORTANT: See Section - STATE REQUIREMENTS for guidelines and regulations where this Agreement was sold.

Agreement Obligor/Administrator/Provider: American Guardian Warranty Services, Inc. PO Box 3538 Glen Ellyn, IL 60138 800.579.2233

Wisconsin Agreement Obligor/Administrator: American Guardian Warranty Services of Wisconsin, Inc. PO Box 3538 Glen Ellyn, IL 60138 800.579.2233

Florida & Louisiana Obligor/Administrator: American Guardian Warranty Services of Florida, Inc. (FL License #80292) PO Box 3538 Glen Ellyn, IL 60138 800.579.2233

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS TO CALL IN A CLAIM: 800.579.2233 | ROADSIDE ASSISTANCE: 866.209.8274

This **Agreement** describes the coverage **You** will have under **Your Service Agreement**. In return for payment by **You** of the **Agreement Purchase Price** and subject to all the terms of this **Agreement**, **We** agree with **You** as follows:

SECTION I. KEY TERMS

When used, Key Terms will appear in **bold** print and have special meaning as follows:

- **Agreement** or **Service Agreement** – means this **Agreement** that is a Contract between **You** and **Us**.
- **Administrator, We, Us, Obligor** or **Our** – means **American Guardian Warranty Services, Inc., PO Box 3538, Glen Ellyn, Illinois 60138, (800) 579-2233** except in the State of Florida and Louisiana where **We, Us, or Our** means **American Guardian Warranty Services of Florida, Inc., PO Box 3538, Glen Ellyn, Illinois 60138 (800) 579-2233 (FL License #80292)** and in the state of Wisconsin where it means **American Guardian Warranty Services of Wisconsin, Inc., P.O. Box 3538, Glen Ellyn, Illinois 60138, (800) 579-2233**.
- **Agreement Holder, You** and **Your(s)** – means the customer or private purchaser shown on the **Information Page** or eligible person to whom the **Agreement** has been properly transferred who may receive benefits under this **Agreement**.
- **Agreement Purchase Date** – means the date **You** purchased this **Service Agreement** shown on the **Information Page**.
- **Agreement Purchase Price** – means the amount **You** paid for this **Service Agreement** shown on the **Information Page**.
- **Breakdown** – 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 design tolerance. Damage resulting from the **Breakdown** of non-covered parts is not covered.
- **Cost** – means the usual and fair charges for parts and labor necessary to repair Covered Parts. **Parts will be reimbursed up to manufacturer's suggested list price and labor time will be reimbursed using nationally recognized labor time standards. At the Administrator's option, replacement of any covered part may be approved with new, remanufactured, rebuilt or replacement parts of like kind and quality at the time of Breakdown. Covered Parts determined by the Repairer to be obsolete will be reimbursed up to their last known Manufacturer's Suggested List Price.**
- **Deductible** – means the amount that **You** must pay for covered repairs per repair visit. **Your Deductible** is shown on the **Information Page** in the section identified as Coverage.
- **Information Page** – means page one (1) of this **Agreement** which discloses the **Agreement Holder's** name, address, phone number; the **Vehicle** year, make and model, **Vehicle** identification number, **Vehicle** purchase price, **selling dealer** name, address and phone number. It also provides the **Agreement** term in months, the level of coverage selected and important disclosure information signed by the **Agreement Holder**.
- **Lienholder/Lender** – means a financial institution providing financing for the purchase of the **Vehicle** and/or this **Agreement**.
- **Park Model** - means a factory built structure mounted in a fixed location having accommodations and attributes associated with recreational vehicle trailers and labeled as such by the RVIA. A park model is eligible for coverage as a **Vehicle** hereunder if identified on the **Information Page**.
- **Pre-Existing Condition** – means a condition or **Breakdown** that occurred before **Your** purchase of the **Agreement**.
- **Repair Facility** – means any RV service center at which **You** seek to acquire service under this **Agreement**. The repairer must provide a written Parts and Labor Guarantee of at least 6 months unless other arrangements have been agreed to by the **Administrator**. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs. Mobile repairers are not permitted unless authorized by the **Administrator**, at its sole and exclusive discretion.
- **Selling Dealer** – means the retail seller of the **Vehicle** and/or **Service Agreement** who is shown in the Dealer Section of the **Information Page**.
- **Vehicle** or **Unit** – means the Recreational Vehicle described in the Vehicle section of the **Information Page**.

SECTION II. WHAT THIS SERVICE AGREEMENT COVERS

During the **Agreement** term, subject to the selected coverage level shown on the **Information Page**, **We** will pay the **Cost** of covered repairs, or, at **Our** option reimburse **You** to remedy any **Breakdown** of the following parts less **Your Deductible**.

- 1. PLATINUM-EXCLUSIONARY COVERAGE:** All repairs except those items listed under the - **What This Agreement Does Not Cover** section.
- 2. WATER HEATER:** Burner assembly, tank, thermostat, thermocouple, gas valve, heating elements, fittings and connections, control panel, electronic ignition assembly, wiring harness, switches, relays and printed circuit boards.
- 3. FRESH WATER SYSTEM:** Water pump, compressor, water tank(s), water lines, manifold and pipes, connections and fittings, faucets, traps.
- 4. WASTE SYSTEM:** Shower basin, toilet, sink(s), in sink-disposal and switch, holding tanks, gate valves, connections, pipes and traps.
- 5. AIR CONDITIONING (ROOF MOUNTED/CENTRAL SYSTEM):** 110 Volt or Central System: Compressor, evaporator, condenser, accumulator, expansion valve, receiver drier, high/low cutoff switches, pressure cycling switch, electronic module, printed circuit boards, blower/fan motor, ducts and registers, thermostat, control panel, switches, capacitors, relays, heat strips, heat pump, ceiling fan(s), bathroom vent motor.
- 6. RANGE AND OVEN:** Microwave oven, convection oven, power hood, range burner assembly, thermostat, thermocouple, burner valves, igniter/ignition assembly, printed circuit boards, fittings, lines and connections.
- 7. L.P. GAS/PROPANE SYSTEM:** Regulators, gas bottles (except valves and gauges), mounting brackets, pigtails, gas lines, fittings and connections, leak detector and automatic shut-off valve.

- 8. HEATING SYSTEM:** Furnace, igniter/ignition assembly, burner assembly, thermocouple, gas valve, lines, fittings and connections, thermostat, control panel, blower/fan motors, heat pump, heat strips, printed circuit boards, ducts, ductwork and registers.
- 9. REFRIGERATOR AND FREEZER:** Thermostat, thermocouple, 2 or 3 way cooling unit, burner assembly, igniter, control panel, switches, fittings and connections, printed circuit boards, latch and door seal(s).
- 10. FRAME:** Metal frame, brackets and welds. Winch stand, frame landing gear, jack, coupler. Lift crank assembly for Pop Ups.
- 11. BRAKE SYSTEM:** Master cylinder, electric or hydraulic brake actuators, backing plates and drums.
- 12. SUSPENSION SYSTEM:** Axle(s), spindles, hub bearings, wheel bearings, coil springs, leaf springs, spring hangers, rubberized suspension components.
- 13. INTERIOR/EXTERIOR:** Door handles, door hinges, storage compartment handles, hinges and latches. Factory Installed or Factory Approved Dealer installed manual awning-crank assembly and torsion arms (excludes fabric covering or weather damage).
- 14. AUDIO/VIDEO ENTERTAINMENT:** Factory Installed or Factory Approved Dealer installed stereo radio receiver, amplifier and speakers, compact disc, cassette player and television (**excluding high definition televisions sets**).
- 15. SEALS AND GASKETS:** Includes seals and gaskets and sealing boots for the named components listed under the selected coverage level shown on the **Information Page**. Slide Out – sealing boots, seals and gaskets or weather seals are covered for an aggregate limit of \$500 over the term of the **Service Agreement**. **This coverage excludes weather seals for doors and windows.**
- 16. TAX / FLUIDS / LUBRICANTS:** **We** will reimburse as required for state and local taxes, necessary fluids, lubricants and refrigerant to complete covered repairs.
- 17. WEAR AND TEAR:** A covered wear and tear **Breakdown** will be deemed to occur when a component fails 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 design tolerance.
- 18. AUXILIARY POWERPLANT/GENERATOR:** Factory installed or Factory Approved-Dealer Installed: All internally lubricated components of the powerplant engine including the engine block and cylinder head. Starter, ignition coil, switches, hour meter and gauges, voltage regulator, generator assembly, monitor/control panel, printed circuit boards, shore power cord and reel.

SECTION III. ADDITIONAL BENEFITS

In the event of a covered **Breakdown**, **We** will reimburse **You** for these additional benefits:

- 1. TOWING EXPENSE:** If towing assistance becomes necessary due to a **Breakdown** of a covered component, towing expenses not payable by insurance will be reimbursed to **You** for up to \$300.00 per occurrence.
- 2. TRIP INTERRUPTION/TRAVEL EXPENSE:** When **Your Vehicle** is disabled due to a covered **Breakdown** more than 100 miles from **Your** residence, **We** will reimburse **You** for up to three (3) days for lodging and restaurant meal expenses to a maximum of \$125.00 per day subject to the following conditions: (1) The **Breakdown** causes a delay in route to **Your** destination. (2) The date of the **Breakdown** will be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the **Breakdown** and the time the repairs are complete, or by the end of the third calendar day subsequent to the **Breakdown** date if the repairs are not completed, whichever occurs first. Receipts are required for reimbursement.
- 3. REDUCED DEDUCTIBLE AT THE SELLING DEALER:** When **You** choose the **Selling Dealer** listed on the **Information Page** to perform repairs to **Your Vehicle**, **Your Deductible** will be reduced by \$50.00. **This does not apply to a zero dollar (\$0) deductible.**
- 4. FOOD SPOILAGE:** If the covered refrigerator or freezer **Breakdown** results in a loss of perishable food or beverages (does not include alcoholic beverages), **We** will reimburse **You** up to \$75.00. Receipts are required for reimbursement.
- 5. FUEL/L.P. GAS REPLACEMENT:** When a **Breakdown** of the covered fuel tank or L.P. Gas Bottle results in the draining of fuel or L.P. gas, **We** will reimburse **You** up to \$50.00 per occurrence. Receipts are required for reimbursement.
- 6. MANUFACTURER WARRANTY DEDUCTIBLE REDUCTION:** When a covered **Breakdown** results in **You** having to pay a Manufacturer required deductible, **We** will reimburse **You** up to \$100.00. Receipts are required for reimbursement.
- 7. GUARANTEED PART-REPLACEMENT:** If a part covered by the **Agreement** fails a second time during the term of the **Agreement**, all the repair charges including the deductible obligation are paid by **Us**.
- 8. SERVICE CALLS:** In the event of a **Breakdown** of the **Vehicle**, **You** will be reimbursed for reasonable service call charges up to \$125.00 per occurrence.
- 9. EMERGENCY ROADSIDE ASSISTANCE: Coverage and Limitations for Roadside Assistance up to \$100.00 per occurrence except towing.**
 - a. **Towing Assistance:** When towing is necessary for a covered failure, the **Vehicle** can be towed to the nearest service facility for up to \$300.00 per occurrence.
 - b. **Battery Boost:** If **You** incur a charging system or battery discharge for any reason, a jump-start will be applied to start the **Vehicle**.
 - c. **Flat Tire Assistance:** In the event of a flat tire on the **Vehicle**, service consists of removal of the flat tire and its replacement with the spare tire. If the **Vehicle** has no inflated spare or, if it has two (2) or more flat tires, the **Vehicle** will be towed to the nearest service facility.
 - d. **Fuel, Oil, Fluid and Water Delivery Service:** An emergency supply of fuel, oil, fluid and water will be delivered if **You** have an immediate need. **You** must pay for the fuel, oil or other fluids upon delivery.
 - e. **Lock-Out Assistance:** If **Your** keys are locked inside **Your Vehicle**, assistance will be provided in gaining entry to **Your Vehicle**.

ALL ROADSIDE ASSISTANCE SERVICES ARE PROVIDED BY ROAD AMERICA MOTOR CLUB,
7300 CORPORATE CENTER DRIVE 601, MIAMI, FLORIDA 33134, CALL TOLL FREE AT 1-866-209-8274
FOR EMERGENCY ROADSIDE ASSISTANCE UP TO \$100.00 PER OCCURRENCE

• **Non-Covered Emergency Roadside Assistance Items:**

1. **Cost of parts, replacement keys, fuel, fluids, lubricants and the cost of installation of products, materials, or additional labor relating to towing. Any Service covered under a valid manufacturer's warranty or roadside assistance program.**
2. **Non-emergency mounting or removing of any tires, snow tires or chains. Tire repair. Towed trailers or any vehicles in tow attached to the covered Vehicle including Camping Trailers and Travel Trailers.**
3. **Towing from a repair shop or repair work performed at a service station, repair shop or garage. Service on a Vehicle that is not in a safe condition to be towed. Non-emergency towing or for any other non-emergency services. Impound towing, or towing by other than an authorized service provider. Vehicle storage charges or a second tow. Towing or service on roads not regularly maintained such as sand beaches, open fields, forests, and areas designated as not passable due to construction or weather. Towing at the discretion of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking or other violations of the law.**
4. **No coverage shall be provided in the event of an emergency resulting from the use of intoxicants, narcotics or the use of the covered Vehicle in the commission of a crime.**
5. **Repeated service calls for a covered Vehicle in need of routine maintenance or repair. Only one disablement for the same cause during any seven (7) day period will be accepted. Reimbursement for services secured through any other source.**

SECTION IV. OPTIONAL COVERAGE

During the **Agreement** term, subject to the selected **Optional Coverage** checked on the **Information Page**, these additional components and conditions are covered:

- **MODIFIED DEDUCTIBLE:** When indicated on the **Information Page**, the per occurrence **Deductible** will be modified from \$100.00 to the amount checked on the **Information Page**.
- **AMENDED CAUSE OF LOSS:** When indicated on the **Information Page**, **We** agree to cover failures to covered components due to the failure of non-covered components, as an exception to the standard exclusion, the covered part will be approved. Also, if a non-covered part is damaged due to the **Breakdown** of a covered part, the non-covered part will be approved subject to the **Cost** of repair and conditions of this **Agreement**.
- **UNLIMITED TOWING:** When indicated on the **Information Page**, **We** agree to increase the Towing Benefit due to covered **Breakdowns** to no out of pocket expense per occurrence.
- **COMMERCIAL USE:** When indicated on the **Information Page**, **We** agree to the following: Commercial use coverage will apply if the **Vehicle** is operated as part of a for-profit business or enterprise or, if the **Vehicle** is used for daily, weekly, monthly rentals and leases up to a maximum of twelve (12) months. Rental or lease use requires that a single principal operator/renter/lessor/lessee is responsible for **Vehicle** maintenance and regular servicing. **We** require proof of maintenance for the investigation and validation of a claim. **Coverage excludes taxi, livery, shuttle, emergency services, delivery services, off-road use or hauling.**
- **CONVENIENCE PACKAGE (Included in Platinum):** When indicated on the **Information Page**, **We** agree to cover the following: Factory installed or approved Dealer installed rear view camera and monitor, kitchen center. Ice maker, dishwasher, washer/dryer, trash compactor, monitor panel, factory installed thermometer and compass. Carbon Monoxide/Smoke Detectors, interior/exterior light fixtures (excluding lenses, bulbs and LEDs), light control switches, GFCI and electrical outlets. Power converter and inverter. Retractable awning power motor, control switch and power/manual crank worm gear mechanism (does not include rails, arms, track, frame). Power step motor, power step control module, control switches and control panel. **Leveling Jack:** Motor(s), hydraulic/electric pump, actuators, jack assemblies, power cylinders, worm gear, gear sets, switches and wiring harness. **Slide Outs:** Motor, hydraulic/electric pump, actuators, power cylinders, worm gear and gear sets, control switches and wiring harness.
- **AUDIO/VIDEO TECHNOLOGY (Included in Platinum):** When indicated on the **Information Page**, **We** agree to cover the following: Factory installed or factory approved dealer installed high definition television/monitor(s) and back-up monitor. Audio/Video and high definition disc player. Audio/Video cabling and hubs. Home theater audio amplifier and speakers, satellite dish or antenna including rotator motors, signal amplifier, control panel and switches, converter and in motion-satellite receiver. This coverage excludes internet access devices, phone systems, game systems, personal computers and their monitors, MP3 or similar portable Music/Video Players and their monitors.

SECTION V. INSURANCE STATEMENT

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

SECTION VI. ADMINISTRATOR RESPONSIBILITIES

Subject to the Coverage Level and **Deductible** selected on the **Information Page** of this **Agreement**, the Limits of Liability and items and conditions found under **What This Agreement Does Not Cover**, the **Administrator** will reimburse for the **Cost** of necessary repairs. **The Administrator reserves the right to inspect Your Vehicle to evaluate covered repairs.**

SECTION VII. AGREEMENT HOLDER RESPONSIBILITIES

- **You must perform the manufacturer recommended maintenance guidelines to all Vehicle systems. This includes keeping verifiable receipts for services from the date of purchase. The required receipts include Date, Service Performed, Service Provider and Your signature. These records may be requested by the Administrator for the investigation of a claim.**
- **Use all reasonable means to protect Your Vehicle from further damage when a Breakdown occurs.**
- **You must authorize necessary labor time for the repairer to diagnose a Breakdown.**
- **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.**
- **In order to receive reimbursement for Your authorized claim You must submit the following within sixty (60) days of claim approval: A) the original repair order that You signed. B) Proof of Payment with a Cash Register Receipt, Credit Card Receipt or Personal Check Copy. C) When applicable for other reimbursable services and benefits; original copies of receipts signed by You with proof of payment.**

SECTION VIII. WHAT TO DO IF REPAIRS ARE NEEDED

If **Your Vehicle** is within forty (40) miles of the **Selling Dealer** and it has service facilities, **You must deliver Your Vehicle to the Selling Dealer.** If **Your Vehicle** is within forty (40) miles of the **Selling Dealer** and the **Vehicle** is unsafe and needs to be towed, contact **ROAD AMERICA MOTOR CLUB TOLL FREE AT 1-866-209-8274** to arrange towing service. Provide the **Selling Dealer** with **Your Agreement** number and direct them to call the **Administrator** at **1-800-579-2233** and authorize the **Selling Dealer** to diagnose the failure.

If **Your Vehicle** is more than forty (40) miles from the **Selling Dealer** and the **Vehicle** is unsafe and needs to be towed, contact **ROAD AMERICA MOTOR CLUB TOLL FREE AT 1-866-209-8274** to arrange towing service. Provide the repair facility with **Your Agreement** number and direct them to call the **Administrator** at **1-800-579-2233** and authorize the repairer to diagnose the failure.

Mobile repairers are not permitted unless authorized by the Administrator, at its sole and exclusive discretion.

Emergency Repairs: If a covered **Breakdown** occurs 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 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** the **Cost** in accordance with the terms and conditions of this **Agreement.**

You must obtain a Repair Authorization Number from the Administrator to assure coverage under this Agreement.

Call Toll Free at 1-800-579-2233 for instructions and Repair Authorizations.

No Payment for a Claim will be made without prior authorizations.

SECTION IX. WHAT THIS AGREEMENT DOES NOT COVER

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

1. **Pre-Existing Conditions.** When the selling dealer or independent repair facility using the Administrator's inspection form verifies that the protected assemblies are in proper working condition, **We** will waive the **Pre-Existing Condition** exclusion in this **Agreement.**
2. **For a Breakdown caused by overheating or for repairs due to continued operation without proper levels of lubricant or coolant. It is Your responsibility to make certain oil and temperature warning lights and gauges are functioning properly. You must take precautions against causing any further damage to Your Vehicle when either warning lights/gauges indicate inadequate protection or performance.**
3. **For damage to a covered component caused by the failure of a component not listed as covered under this Agreement (unless Optional Coverage – Amended Cause of Loss is selected).**
4. **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 and service bulletins.**
5. **Any covered repair not authorized in advance by Us.**
6. **Repairs beyond those required to correct a Breakdown.**
7. **Damage caused by continued operation of an impaired Vehicle.**
8. **Damage caused by towing the Vehicle in a manner not consistent with manufacturer's recommendations.**
9. **Overloading the Vehicle beyond the manufacturer's recommended capacity.**

10. A Breakdown caused by or involving modifications, alteration or additions to Your Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle manufacturer.
 11. Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance including appliance and HVAC (heater, ventilation, air conditioner) systems.
 12. Repairs because of: fraud, collision, physical damage, abuse, negligence, neglect, misuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, hail, lightning, reverse polarity, power surge, electrical overload, freezing, wind damage, fire, war, acts of God or, loss that is normally covered by a standard Casualty or Physical Damage Insurance Policy whether or not an insurance policy is in force for Your Vehicle.
 13. The Cost of teardown, disassembly or assembly when a Breakdown is not covered by this Agreement.
 14. Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage.
 15. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees.
 16. Repairs made outside the United States and Canada.
 17. Service adjustments and cleaning, reprogramming unrelated to the repair of a covered Breakdown. Repositioning, refitting, adjustment or alignment not related to a covered Breakdown. All maintenance services. HVAC (heater, ventilation, air conditioner) recharge, refrigerant, coolant, lubricants, and fluids not related to the repair of a covered Breakdown. Batteries, belts, hoses, filters and normal fluid/oil/lubricant seepage. Tune up, ignition wires, spark plugs, distributor cap, rotor, glow plugs, Oxygen Sensor(s), PCV, EGR valve. Fasteners unless required to complete repairs to a covered Breakdown. Bent, warped or sagging frame or frame members and frame supports. Tires, wheels, wheel covers, hub caps, wheel balancing, suspension struts, shock absorbers, brake pads and brake shoes, brake drums, rotors. Sealed Beams, light bulbs and lenses. Exhaust system. Freight charges, storage charges, shop supply or shop material charges, miscellaneous charges, document charges, insurance administration charges, hazardous waste charges and any repair to retrofit or replace components due to compliance with any law or legislation. Paint, finish, tile, wood floors, underlayment/sub flooring, carpeting, floor mats and resilient floor coverings, trim or ornamentation, moldings, windshield and all glass, body structure, door and window framing, bright metal, bumpers and metal supports, sheet metal, body panels, interior/exterior wall and roof panels. Repairs or adjustments to correct squeaks, air, wind and water leaks. Weather-strips caulking, grouting, body and glass sealants or adhesives, delamination, discolored finishes and surfaces. Cabinets, drawers and furniture. Canvas, vinyl, foam or fabric material coverings or any upholstery and padding, window decorations, shades and blinds, mirrors, plastic/glass window panels, fiberglass panels, convertible top roof panels. Buttons, knobs, handles. Audio/video headphones, cellular phones and phone systems, CB radio, Internet and satellite communication system access devices, game systems, personal computers and their monitors, I-Pod/MP3 or similar portable Music/Video Players, Audio Video-cabling and hubs. High Definition-Flat Screen-Plasma-LCD (Liquid Crystal Display) Television/Monitor(s), High Definition DVD player, Home Theater Audio System, Satellite dish or antenna including rotator motors, signal amplifier, control panel and switches, converter and in motion-satellite receiver except when the Audio/Video Technology box is checked.
- WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED**

This Agreement provides no benefits or coverage and We have no obligation under this Agreement if:

1. You rent Your Vehicle to someone else except when the Commercial Use box is checked.
2. Your Vehicle is used for business, deliveries, construction, commercial hauling, postal service, taxi, police or other emergency services.
3. Your Vehicle is modified from the Vehicle manufacturer's original specifications regardless of who or when the modifications were made.
4. For fraudulent representations to obtain the Agreement or presenting a claim under this Agreement.
5. Your Vehicle is identified as a Gray Market Vehicle, Total Loss, Salvaged, Rebuilt, Designated FEMA Unit or Flood damaged.

SECTION X. GENERAL PROVISIONS

LIMIT OF LIABILITY: The Administrator's limit of liability for any one-repair visit shall in no event exceed the actual cash value of Your Vehicle at the time of said repair visit according to the most recently published NADA Guide. **AGGREGATE LIMIT OF LIABILITY:** The total of all benefits paid or payable while this Agreement is in force shall not exceed the Retail Price You paid for the Vehicle (excluding tax, title, license fees and financing charges).

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

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

under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which you appear will take place at a location near your residence. Rules and forms of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Telephone: (877) 495-4185; Website: www.adr.org. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.**

AGREEMENT PERIOD: The time limit of the **Agreement** Term starts on the Agreement Purchase Date in the **Vehicle** section of the **Information Page** and shall terminate when the length of time passes as described in the Coverage section on the **Information Page**, whichever occurs first.

CANCELLATION: In the event **Your Vehicle** is repossessed, declared a total loss, or, **You** give notice of cancellation, the **Agreement** shall terminate. Submit written notification immediately to the **Selling Dealer** including the **Agreement** Number and **Vehicle** Identification Number. If this **Agreement** is cancelled within thirty (30) days of the Sale Date and no claim has been made, **We** will refund the full amount of the cost of the **Agreement**. If the **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the **Agreement** charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a \$50.00 dollar administrative fee. In the event of cancellation the lienholder, if any, will be named on the refund check. Important: State Guidelines and Regulations where the Agreement was sold take precedent over these terms. Where permitted by State law, any claim incurred or paid will be deducted from the amount of the cancellation refund.

CANCELLATION BY US: **We** may cancel this Agreement: (1) If there has been a material misrepresentation or fraud at the time of sale of this **Agreement** or when filing a claim under this **Agreement**; or (2) if **you** do not pay the **Agreement** Purchase 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 unused time will be made. The pro-rata refund will be calculated by multiplying the **Agreement** price by the percentage of the unused time compared to the total time of your **Agreement** Period. All refunds will be paid to the Lienholder, if any, otherwise to you. If this **Agreement** is financed and your **vehicle** is a total loss or is repossessed, **you** authorize your Lienholder to cancel this **Agreement** and receive the refund. Coverage under **Your Agreement** does not transfer to the Lienholder.

TRANSFER OF AGREEMENT:

In the event that **You** sell **Your Vehicle**, this **Agreement** shall terminate. **You** may apply for a transfer to the new owner. Where applicable, the manufacturer's warranty including extended powertrain warranty must transfer to the new owner to obtain coverage under the Transfer provisions of this **Agreement**. Within thirty (30) days from the date of sale to a private party and not a dealer or entity in the business of selling, trading or leasing vehicles, submit the following: 1) A check for a \$100.00 Transfer Fee payable to American Guardian Warranty Services, Inc. 2) A copy of the **Information Page** of this **Agreement** 3) A signed affidavit stating the date of sale and the new owner's name, address and telephone number 4) Copies of **Your** maintenance documents for **Your 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 business entity or anyone other than an individual person that purchased Your Vehicle. This **Agreement** may only be transferred once.

NOTICE TO CONSUMERS:

- **Purchase of this Agreement is not required to purchase or finance a vehicle. The benefits provided may duplicate express manufacturer or seller's warranties that come automatically with every sale. You may be required by the Seller of this coverage to pursue those warranties which are available to You without this Agreement.**
- **The terms of this written Agreement control the contract between us. No change of modification to the written terms is valid.**
- **This Agreement is based on information You provided on the application. Misrepresentation on the application 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 a vehicle service agreement that has been financed.

SECTION XI. STATE REQUIREMENTS

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

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

this **Agreement**, including the unearned portion of any premium paid for any applicable reimbursement insurance policy. The refund will be based on the unearned pro-rata premium, which is the greater usage of miles or months from the commencement of the **Agreement Period** in relation to the maximum **Agreement Period**. **We** will provide written notice five (5) days prior to cancellation stating the reason for and the effective date of cancellation. Notice is not required if cancellation is due to nonpayment or material misrepresentation by **You**.

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

California: American Guardian Warranty Services, Inc.'s California License number is 0C73808. Performance to **you** under this contract is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after your request. The name and address of the insurance company is Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357. The Cancellation provisions of this agreement shall be completed in accordance with California law, including: **Cancellation by You:** If **You** provide notice of cancellation to **Us** within the first sixty (60) days after receipt of the Contract for a new **Vehicle** or thirty (30) days for a used **Vehicle**, the full Agreement Purchase Price, as identified on the Information Page, shall be refunded to **You**. If **You** provide notice of cancellation to **Us** within the first sixty (60) days after receipt of the Contract for a new **Vehicle** or thirty (30) days for a used **Vehicle** and a claim has been made under this **Agreement**, a pro rate 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 sixty (60) days for a new **Vehicle** or thirty (30) days for a used **Vehicle**, a pro rata refund, based on the greater of elapsed time or retail value of claims paid shall be made to **You** less a cancellation fee of twenty five dollars (\$25.00) or ten percent (**10%**) of the **Agreement** Purchase Price, whichever is less. **Cancellation by Us:** We may only cancel this **Agreement** for non-payment, material misrepresentation, or fraud by **You**. If **we** cancel this **Agreement**, notice outlining the specific nature of reason for cancellation will be mailed to **you** and the validity of the **Agreement** will cease no more than five (5) days from the postmark date of such notice. If **we** cancel for non-payment, **you** will receive a refund within thirty (30) days of the date of cancellation. If **we** cancel for material misrepresentation or fraud, **you** will receive a pro-rata refund of the purchase price on the **Agreement** within thirty (30) days of the date of cancellation. **We** are liable for any claim reported if the claim is reported prior to the effective date of cancellation and is covered by the **Agreement**. If the purchase of this **Agreement** was financed, the refund may be made payable to the purchaser, assignee, lender, or both. In the event of a claim arising in California, the proper venue for litigation shall be in California. Section X. General Provisions – Arbitration is deleted in its entirety. Under the Subrogation Section the following sentence is deleted, If We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce rights Our rights. The name of the obligor is amended to American Guardian Warranty Services Inc. dba A.G.W.S. Insurance Services. If Service Drive Sale is selected on the Information Page, coverage will be extended for thirty (30) days from the expiration of the term selected as well as the cancellation terms. Locksmith services are offered on a limited basis as part of the emergency road service benefit. The **Pre-Existing** definition is amended to the condition of the vehicle existing prior to the purchase of the agreement. The manufacturer warranty deductible is excluded. We are the Obligor for road side assistance however the services are delegated to Road America Motor Club. In the event **You** have any issues with claims or complaints related to service provided by Road America Motor Club, please contact **Us** at 800-579-2233. Reimbursement for food spoilage is prohibited by state regulation.

Connecticut: . In Connecticut, all disputes must be resolved in accordance with the Regulations of Connecticut State Agencies §42-260. In the event of a dispute with the Administrator, you may contact the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 08142-0816. ATTN: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price or lease price of the product, the cost of the repair or replacement and a copy of the extended warranty contract. If the term of this **Agreement** is less than one (1) year, the **Agreement** term shall be automatically extended while any repairs covered under the **Agreement** are being done and the vehicle is in the custody of the repair facility. If the **Agreement** Holder returns the vehicle or the vehicle is sold, lost, stolen, or destroyed, the **Agreement** Holder may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**.

Florida: The agreement obligor is American Guardian Warranty Services of Florida, Inc. (FL License #60116) 800 Roosevelt Rd, E-300, Glen Ellyn, IL 60137 (800) 579-2233. SECTION X. GENERAL PROVISIONS "Arbitration" is deleted in its entirety. SECTION X. GENERAL PROVISIONS "Transfer of Agreement" is amended to include: **The one hundred dollar (\$100.00) transfer fee is deleted and replaced with a forty dollar (\$40.00) transfer fee.** SECTION X. GENERAL PROVISIONS "Cancellation" is amended to include: If **you** cancel this Contract within sixty (60) days of the date of purchase date, a one-hundred percent (100%) refund of the Contract Price will be made less any claims paid on the Contract. Administrator may charge an administrative fee of five percent (5%) of the Contract Price. The thirty (30) day cancellation is extended to sixty (60) days for a pro rata refund based on elapsed time and the \$50.00 dollar administrative fee is deleted and replaced with a cancellation fee of \$50.00 or ten percent (10%) of the refund amount, whichever is less. **Our** right to cancel for any reason is sixty (60) days. **We** may only cancel this Contract after the sixty (60) days for the following reasons: If there has been a material misrepresentation or fraud at the time of sale of this Contract or when filing a claim under this 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; or if **you** do not pay the Contract price. If **we** cancel this Contract, **we** will mail **you** written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the unused time will be made. All refunds will be made to the lienholder, if any, otherwise to you. **SECTION V. INSURANCE STATEMENT is amended to read: Our obligations are guaranteed by an insurance policy (No. 3314) issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206. In the event that We, or the dealer, cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, You may file a claim directly with Virginia Surety Company, Inc.** Section VIII. What to Do if Repairs are Needed is amended to include: You may deliver Your vehicle to the Selling Dealer or any Licensed Repair Facility for repairs. All other terms and conditions including requirements for prior authorization are applicable. In the event You are making a claim for reimbursement under this **Agreement**, the sixty (60) day requirement is extended to ninety (90) days to file a claim. Section III. Additional Benefits

Georgia: The Arbitration provision of this **Agreement** is deleted in its entirety. Any claim or dispute will be adjudicated in the **Agreement** holder's county of residence. The following Exclusions are amended as followed: **Pre-Existing Conditions known to You** at the time of **Your** purchase of the **vehicle Service Agreement** is excluded from **Coverage**. Also, repairs when the covered **vehicle's** odometer has been altered or tampered with *while owned by You* are excluded from **Coverage**. Modifications to the **vehicle made by You** results in rejection of **Coverage** under this **Agreement**. Damage due to sludge may not be excluded from **Coverage**. Cancellation: The cancellation provision is amended to abide by Chapter 33 of the Georgia Code. This includes that **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment. A cancellation by the **Administrator** will comply with Georgia Code Chapter 33-24-44. There is a 30-day written notice of cancellation for reasons other than non-payment regardless of when the **Service Agreement** was cancelled. **We** will return the unearned premium to the **Agreement Holder** within ten (10) working days after cancellation. There is no cancellation fee. No claim incurred or paid may be deducted from the amount of the cancellation refund. A 10-day written notice of cancellation will be given if canceled for non-payment. If Service Drive Sale is selected on the Information Page, coverage will be extended for thirty (30) days from the expiration of the term selected as well as the cancellation terms. The finance company/lienholder must hold a power of attorney in order to cancel the service for nonpayment.

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

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

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

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

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

Louisiana: The Obligor/Provider is American Guardian Warranty Services of Florida, Inc., PO Box 3538, Glen Ellyn, IL 60138, (800) 579-2233. The cancellation provision is deleted in its entirety and replaced with the following: **Insurance Statement: Our obligations are guaranteed by an insurance policy (No. 3413) 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 W. Jackson Blvd., Chicago, IL 60604 (800) 209-6206.**

Cancellation: In the event **Your Vehicle** is repossessed, declared a total loss, or, **You** give notice of cancellation, the **Agreement** shall terminate. Submit written notification immediately to the **Selling Dealer** including the following: the **Agreement** Number and **Vehicle** Identification Number. If Service Drive Sale is selected on the Information Page, coverage will be extended for thirty (30) days from the expiration of the term selected as well as the cancellation terms. If this **Agreement** is cancelled within thirty (30) days of the Sale Date, **We** will refund the full amount of the cost of the **Agreement**. If the **Agreement** is cancelled after the first thirty (30) days the refund will be made on an amount of the **Agreement** charge 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 a \$50.00 dollar administrative fee. In the event of cancellation the lienholder, if any, will be named on the refund check.

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

Maryland: The repair of a malfunction or defect covered under this mechanical repair **Agreement** shall include the **Cost** of the tear down and diagnosing the malfunction or defect. The provider shall refund the holder the appropriate refund within forty-five (45) days of cancellation notification. If the provider does not provide a refund within forty-five (45) days, a ten percent (10%) of the **Service Agreement** price penalty per month will be added.

Massachusetts: The Dealer is the obligor in Massachusetts. Chapter 90 Section 7N174 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor **vehicles**.

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

Minnesota: A ten percent (10%) penalty per month shall be added to a refund not made within forty five (45) days of **Our** receipt of **Your** cancellation request. The venue for any arbitration is required to be in Minnesota.

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

Missouri: In Missouri, a notice of cancellation/termination will be mailed to **You** within fifteen (15) days of the date of termination. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of the request for refund to the provider.

Nebraska: The aggregate actual cash value is the purchase price of the **vehicle**. In reference to specific parts, the cash value is determined using either Kelly Blue Book or the NADA standard parts calculation guide. The Arbitration provision in this contract is stricken in its entirety.

Nevada: Cancellation: The cancellation provision in this Agreement is replaced by the following: If **You** return this Agreement within thirty (30) days of the date this Agreement and if no claim has been made under this Agreement prior to its return to **Us**, this Agreement is void and **We** shall refund to **You** the full purchase price of this Agreement. If the Agreement is cancelled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the Agreement charge according to the pro-rata method reflecting the greater days in force based on the term of the plan selected and the date coverage begins, less a \$50.00 dollar administrative fee. In the event of cancellation the lienholder, if any, will be named on the refund check. The provider shall refund to the holder the purchase price of the Service Agreement within forty-five (45) days after a Service Agreement is returned pursuant to subsection 1 of NRS 690C.250. A ten percent (10%) penalty per month will be added to any refund not paid within forty-five (45) days after the Selling Dealer receives **Your** request for cancellation. Authorized claims will not be deducted from a refund. **Grounds for Cancellation by Provider:** We may cancel the Agreement the first seventy (70) days for any reason. After seventy (70) days, **We** cannot cancel the Agreement except for nonpayment by you of the Agreement price or a material misrepresentation by you related to obtaining this Agreement or making a claim. If **We** cancel the Agreement, **You** will receive a pro-rata refund based on time. The cancellation is not effective until fifteen (15) days after notice of cancellation is mailed to **You**. **Agreement Renewal:** This Agreement is not renewable.

What this Agreement Does Not Cover: If **Your Vehicle** is modified from the Vehicle manufacturer's original specifications, then **We** have no obligation to provide coverage for the modified components of the Vehicle. However, any applicable coverage for components that have not been so modified will continue in force unless otherwise excluded. If and only if such modifications constitute a material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold, then **We** may cancel this service contract by providing at least 15 days prior notice of cancellation to **You**. **Exclusions:** Consequential damages and **Pre-Existing Conditions** are not covered in this Agreement. **Notice to Consumer is amended to:** Material misrepresentation by the applicant on the application will result in rejection of this Agreement. **Service lane sales require an inspection and a 30 day 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.

New Jersey: The **Cancellation** section is amended to include the following: A ten percent (10%) per month penalty, based upon the purchase price of the contract, will be applied to any refund not paid or credited within forty five (45) days of receipt of a cancellation request. 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 York: If AGWS terminates this **Agreement**, a notice will be mailed to **You** within fifteen (15) days of the date of termination. A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the receipt of the cancellation request.

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

Oklahoma: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. For an **Agreement** sold in the State of Oklahoma, the following language replaces the applicable portions of the **Cancellation** provision and the **Cancellation By Us** provisions of this **Agreement**: In the event the covered Vehicle is repossessed, declared a total loss, or, **You** give notice of cancellation, the **Agreement** shall terminate. To request a cancellation, submit written notification immediately to the Selling Dealer or **Administrator** including the following: 1) the **Agreement** Number 2) Vehicle Identification Number 3) a signed notarized statement certifying the current Vehicle odometer reading. If **You** cancel this **Agreement** within thirty (30) days of the Sale Date, **We** will refund the full amount paid. If the **Agreement** is cancelled by **You** after the first thirty (30) days, return of premium shall be based upon one hundred (100%) percent of the unearned pro-rata premium less a service charge of ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50.00), whichever is less and less any paid claims. In the event of a cancellation, the lien holder, 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 Lien holder, if any, otherwise to you. If this **Service Contract** is financed and your vehicle is a total loss or is repossessed, you authorize your Lienholder (shown in Section 4 of Information Page) to cancel this **Service Contract** and receive the refund. **Disclosure Statement:** Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **Commercial Use:** Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts. **Motor Club:** Road America conducts business under the name of Brickell Financial Services Motor Club, Inc. in this state. The arbitration provision is deleted in its entirety. Disputes will be processed through the judicial system.

Oregon: Authorized claims will not be deducted from a refund. Arbitration – this language is deleted in its entirety.

South Carolina: Any unresolved complaints or questions about this **Agreement** may be addressed to: South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (803) 737-6134. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

Texas: If **We** cancel this **Agreement**, **We** will mail a written notice to **You** at **Your** last known address contained in **Our** records at least six (6) days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. **We** will not send **You** advance notice if the reason for cancellation is nonpayment of the **Agreement** Price, a material misrepresentation by **You** to **Us** or a substantial breach of duties by **You** relating to the **Vehicle** or its use. **We** will provide **You** with a refund within forty-five (45) days after the Selling Dealer receive **Your** written notice of cancellation, and if **We** fail to do so within that time, **We** will send **You** a penalty of ten percent (10%) of the **Agreement** Price for each month that the refund remains unpaid. The right to cancel this **Agreement** is non-transferable. Any unresolved complaints or questions concerning the regulation of **Service Agreement** providers may be addressed to: Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX 78711, Telephone (800) 803-9202 or (512) 463-6599.

Utah: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Coverage** afforded under this **Agreement** is not guaranteed by the Property and Casualty Guaranty Association. Arbitration in Utah is binding and shall be in compliance with the "Utah Arbitration Act" (Title 38, Chapter 31a). In Utah, arbitration does not have to take place within sixty (60) days of the filed loss. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS JUDGEMENT IN ANY COURT OF PROPER JURISDICTION. **Agreement Coverage:** Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. The Cancellation portion of this **Agreement** is amended to abide by the Utah Code 31A-21-303. This includes that within sixty (60) days, **We** may cancel for any reason **We** see fit. After sixty (60) days, **We** may

only cancel for fraud, material misrepresentation, or non-payment. Cancellation of this **Agreement** at any time is effective no sooner than thirty (30) days from the delivery or first-class mailing of a written notice to the **Agreement Holder**. This **Agreement** cannot be voided for any reason and may only be cancelled with proper notice. **You** may purchase this **Agreement** through payment up front or through installment payments.

Washington: In the State of Washington, American Guardian Warranty Services, Inc.'s obligations are guaranteed by an insurance policy (No. 009) issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206. In the State of Washington, You may contact Virginia Surety Company at any time. The following provisions of Your Agreement are hereby amended with the following pursuant to the Revised Code of Washington 48.110.075: Cancellation by Holder: You may cancel and return this Agreement and receive a refund of the full purchase price by returning it to the Administrator within nine (9) days or less, if no claim has been made. If after nine (9) days and no claim has been made, You may cancel and return this Agreement for full purchase price, less a cancellation charge of \$25.00. If after thirty (30) days, and a claim has not been made, the refund will be determined on a pro-rata basis, which is the usage of months from the start of the Agreement term to the expiration terms, less a cancellation charge of up to twenty five dollars (\$25.00). If You cancel and return this Agreement, the Agreement is void from the beginning and the parties are in the same position as if no Agreement had been issued. Any claim paid or incurred may be deducted from the amount of the cancellation refund. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of return of the Agreement to the provider. Cancellation by Provider: After the first sixty (60) days, We may not cancel this Agreement, except for fraud or nonpayment by You, and are fully obligated under the terms of this Agreement. Your Responsibilities: You must perform the manufacturer's recommended maintenance, including keeping receipts for services from the date of purchase. We will not deny a claim based upon Your failure to properly maintain the Vehicle, UNLESS the failure to maintain the Vehicle involved the failed part or parts. Arbitration: 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, near your residence. Both Parties hereby waive the right to a jury trial in any such proceeding. The implied warranty of merchantability on the motor Vehicle is not waived if the Agreement has been purchased within ninety (90) days of the purchase date of the motor Vehicle from a provider who also sold the motor Vehicle covered by this Agreement.

_____ (**Agreement Holder must initial here**). By initialing, You acknowledge the review and understanding of the above disclosures including, coverage, maintenance requirements, duty to protect against further damage, claim procedures, covered parts and labor, time/mileage limitations, exclusions, and cancellation provisions. Service of Suit: The commissioner is the attorney to receive service of legal process in action, suit or proceeding in court. Exclusions-What is Not Covered: The sentence, "Warranty of Merchantability and Warranty of Fitness for a particular purpose are expressly excluded" is deleted in its entirety.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The Agreement Administrator and Obligor is American Guardian Warranty Services of Wisconsin, Inc., P.O. Box 3538, Glen Ellyn, Illinois 60138; (800) 579-2233. Cancellation by Us: We may only cancel the service contract for (1) nonpayment of the provider fee, (2) material misrepresentation by the contract holder to the provider or Administrator, or (3) substantial breach of duties by the service contract holder relating to the covered product or its use. If the service contract is cancelled for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder 100 percent of the unearned pro rata fee, less any claims paid. We may charge an administrative fee for cancellation equal to ten (10) percent of the provider fee. In the event that We cancel this Agreement, we will mail You written notice, stating the cancellation effective date and the reason for cancellation, at the last-known address for You at least five (5) days prior to the cancellation date. Cancellation by You: 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 (10) percent per month penalty of the refund amount outstanding which will be added to the amount of the refund. 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. Roadside Assistance Benefits are provided by Brickell Financial Services Motor Club, Inc. and reimbursement of food spoilage loss is prohibited. The arbitration provision is amended to provide for non-binding arbitration upon the agreement of both parties.

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