

ADMINISTRATIVE OFFICE  
800 Roosevelt Road, Suite E-100  
Glen Ellyn, Illinois 60137  
630-790-6000 or 1-800-579-2233  
Fax: 630-790-6009



Contract No.

MMD\_\_\_\_\_

SECTION 1 - VEHICLE INFORMATION

INFORMATION PAGE

YEAR	MAKE	MODEL	CURRENT MILEAGE	CONTRACT PURCHASE DATE
VEHICLE IDENTIFICATION NUMBER (VIN)		VEHICLE PURCHASE DATE	VEHICLE PURCHASE PRICE	CONTRACT PURCHASE PRICE
OPTIONAL EQUIPMENT - FEATURES (MUST BE IDENTIFIED AT TIME OF PURCHASE FOR COVERAGE TO APPLY)				
<input type="checkbox"/> 4x4 AND ALL WHEEL DRIVE	<input type="checkbox"/> TURBO/SUPERCHARGER	<input type="checkbox"/> DIESEL/TURBO DIESEL	<input type="checkbox"/> ONE-TON TRUCK	

SECTION 2 - CUSTOMER INFORMATION

NAME (LAST)	(FIRST)	(MI)	PHONE ( )
ADDRESS	CITY	STATE	ZIP
E-MAIL ADDRESS			

SECTION 3 - DEALER INFORMATION

NAME	PHONE ( )
ADDRESS	CITY
STATE	ZIP

SECTION 4 - LIENHOLDER INFORMATION

NAME	ADDRESS	CITY	STATE	ZIP
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SECTION 5 - CONTRACT INFORMATION

COVERAGE LEVEL (you must select one only)		DEDUCTIBLE - Per Component
<input type="checkbox"/> PLUS PLAN – Covers named components. Includes Items 1-12.		<input type="checkbox"/> \$100.00 (Standard)
<input type="checkbox"/> SELECT PLAN – Covers named components. Includes Items 1-8.		<input type="checkbox"/> \$50.00
<input type="checkbox"/> POWERTRAIN PLAN – Covers named components. Includes Items 1-4. (See Page 2 for Details)		<input type="checkbox"/> \$200.00
TERM SELECTED	EXPIRATION (12:01 AM Local Time)	OPTIONAL COVERAGE (must be purchased at time of sale)
MONTHS	MILES	
Date: _____ Mileage: _____		<input type="checkbox"/> SEALS & GASKETS Available for Vehicles with up to 100,000 miles at sale.
Coverage begins on the date that the <b>Contract</b> was purchased and expires upon the passing of the number of months specified above or the number of miles (current mileage shown in SECTION 1 plus mileage shown in TERM SELECTED), whichever occurs first.		<input type="checkbox"/> HIGH TECHNOLOGY Available for <b>PLUS PLAN</b> - Only for Vehicles with up to 100,000 miles at sale.
		<input type="checkbox"/> COMMERCIAL USE Not available for unlimited mileage term.

ADDITIONAL BENEFITS (see reverse for details)

- ☒ TOWING REIMBURSEMENT - up to \$50.00 per covered repair visit.
- ☒ RENTAL - car reimbursement up to 5 days at \$25.00 per day. Labor time limits apply.
- ☒ TRANSFERABLE - to another private purchaser of the vehicle subject to terms and conditions on the reverse side.

Contract Obligor (Check circle below) <input type="radio"/> Selling Dealer <input type="radio"/> American Guardian Warranty Services, Inc.	I hereby declare that the above information is correct. (Customer Signature)
The <b>Contract</b> that <b>You</b> are purchasing is between <b>You</b> and the <b>Contract Obligor</b> . <b>You</b> will be notified by the <b>Selling Dealer</b> and the <b>Administrator</b> if the <b>Contract</b> is ineligible for coverage. <b>You</b> (the undersigned) have reviewed the terms of this <b>Contract</b> and understand the coverage, exclusions and maintenance requirements. In the event that American Guardian Warranty Services or the <b>Selling Dealer</b> are unable to fulfill their obligations under this <b>Contract</b> , <b>You</b> may direct a claim to <b>Dealers Assurance Company, 3518 Riverside Drive, Columbus, Ohio 43221, (800) 282-8913</b> . This <b>Contract</b> is based on information <b>You</b> provided on this <b>Information Page</b> .	
AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS	
Customer Signature	Purchase Date
Selling Dealer Representative - Signature	

If no coverage level is selected, then **SELECT PLAN** 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/12,000 miles, whichever occurs first. A \$100.00 **Deductible** for each covered **Component** will apply. Any modification, alteration or change to the printed terms, conditions or coverages of this extended service **Contract** renders the **Contract** invalid.

**AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS**  
Administrative Office: American Guardian Warranty Services, Inc., 800 Roosevelt Road, Glen Ellyn, Illinois 60137, (630) 790-6000  
Claims Office Toll-Free Number: (800) 579-2233

Original – Purchaser      Yellow – Administrator      Pink – Dealer      Gold - Lienholder

**POWERTRAIN PLAN COVERAGE (Includes those Components listed in 1 through 4):** Included in this coverage is the **Cost** of repair or 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 subject to **Your Deductible** and applicable Limits of Liability.

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

**Turbo/Supercharger Equipped:** When selected in SECTION 1, Optional Equipment-Features and the appropriate surcharge is paid. The Turbo/Supercharger housing and all internal lubricated parts are covered.

**Diesel/Turbo Diesel Equipped:** When selected in SECTION 1, Optional Equipment-Features and the appropriate surcharge is paid. All internal lubricated parts listed under ENGINE plus the diesel injection pump are covered.

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

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

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

**4. TAXES AND FLUIDS:** state and local taxes where applicable and required fluids to complete covered repairs.

**SELECT PLAN COVERAGE (Includes those Components listed in 1 through 8 ):** Included in this coverage is the **Cost** of repair or 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 subject to **Your Deductible** and applicable Limits of Liability.

**5. AIR CONDITIONING:** Compressor and clutch, condenser, evaporator, receiver/drier, orifice, P.O.A. valve, expansion valve. Refrigerant and evacuate/recharge operation where required to complete covered repairs.

**6. ELECTRICAL:** alternator, voltage regulator, starter motor and drive, starter solenoid, front and rear windshield wiper motors.

**7. STEERING: (Gear or Rack and Pinion Equipped)** The housing and all internal lubricated parts including the power steering pump, power steering reservoir, power cylinder assembly, tie rod ends, center link, idler arm, pitman arm. Main and intermediate shafts and couplings. Alignment will also be included where required to complete covered repairs.

**8. BRAKES:** power assist booster, master cylinder, brake calipers, wheel cylinders, hydraulic metal lines and fittings, metering/proportioning valve.

**PLUS PLAN COVERAGE (Includes those Components listed in 1 through 12 ):** Included in this coverage is the **Cost** of repair or 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 subject to **Your Deductible** and applicable Limits of Liability.

**9. EXTENDED ELECTRICAL:** front/rear windshield washer pump(s), delay circuit board, relay and switch. Heated back glass-element, electronic ignition module, wiring harnesses, power window motors and power window regulators, power door lock actuators, manually operated electrical switches (except audio/video/navigation control switches, remote key transmitters), ignition switch, brake light switch, and doorjamb switches. Heater/AC ventilation fan motor and temperature control programmer.

**10. ENGINE COOLING:** electric fan motor, fan clutch, radiator and heater core.

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

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

**OPTIONAL COVERAGE:**

☐ **SEALS AND GASKETS:** An available option for vehicles with less than 100,000 miles at the time of sale, when selected in SECTION 5, Contract Information and a surcharge has been paid. All seals and gaskets for the named components listed in the appropriate coverage level except when the cause of failure is the result of overheating, lack of lubrication or lack of required fluids subject to **Your Deductible** and applicable Limits of Liability.

☐ **HIGH TECHNOLOGY:** An available option for **PLUS PLAN** Coverage for vehicles with less than 100,000 miles at the time of sale, when selected in SECTION 5, Contract Information and a surcharge has been paid. Coverage includes driver information displays (except Navigation System and audio/video displays) including analog, digital/LED readouts and circuit boards. Fuel Injectors, distributor, ignition coil(s), engine management control computer. Cruise control module, servo and engagement switch. ABS (Anti-Lock Brake System) wheel sensors, pump motor and controller. Traction control sensors, controller and engagement switch. Four-wheel drive actuator motor and control switch. Level control or pneumatic suspension pump, its sensors and limiter valve. All power motors and manually operated control switches for the manufacturer installed power seats, headlight doors, mirrors, convertible top, sun roof, sliding doors, rear hatch and trunk pull down. Keyless entry transmitter and receiver.

☐ **COMMERCIAL USE COVERAGE:** An available option for vehicles with less than 70,000 miles at time of sale, (except when the mileage term selected is Unlimited Mileage) when indicated in SECTION 5, Contract Information and a surcharge has been paid, 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 and provide receipts proving the required maintenance was performed in the event of a claim. **Ineligible Vehicles:** 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 ineligible.

**ADDITIONAL BENEFITS:****Towing Assistance:** If towing assistance becomes necessary due to the **Breakdown** of a covered component, towing **Costs** not payable by insurance will be covered for up to \$50.00 per occurrence.

**Rental Assistance:** In the event of a mechanical **Breakdown** of a covered part, **You** will be reimbursed for actual expenses incurred for substitute transportation up to \$25.00 per day, for five (5) days, not to exceed \$125.00 per occurrence. To qualify for the first day of rental reimbursement requires that the **Vehicle** be held out of service overnight at the repairer and the covered repairs exceed 4.0 labor hours as defined in the current year's manufacturers or nationally recognized labor time standards manual. For parts delay or component failure inspection, a per day allowance may be made at the discretion of the **Administrator**. Reimbursement for substitute transportation shall not continue beyond the day on which covered repairs are completed. A substitute **Vehicle** must be rented from a licensed rental agency and receipts are required for reimbursement. Car rental benefits are not provided for delays due to repairer scheduling conflicts, weekends, holidays or repairs not covered by this **Agreement**.

**Contract Transferability:** In the event that **You** sell the covered **Vehicle** to another private party, **You** may apply for transfer of coverages to the new owner. See the section titled Terms and Conditions for more information.

**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 the repairer to arrange towing service. Provide the **Selling Dealer** with **Your Agreement** number, direct them to call American Guardian Warranty Services for Repair Authorization and authorize them to diagnose the failure.

If **Your Vehicle** is more than 40 Miles from the **Selling Dealer**, is unsafe to drive and needs to be towed, contact a repairer 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 American Guardian Warranty Services for Repair Authorization at 1-800-579-2233**.

**You must obtain a Repair Authorization Number from Our Claims Department to Assure Reimbursement under this Agreement.**  
**Call Toll Free at 1-800-579-2233 for Instructions and Repair Authorization**  
**No Payment for a Claim will be made without Authorization.**

**TERMS AND CONDITIONS:**

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

**Definitions:**

**Administrator** - means American Guardian Warranty Services, Inc.  
**Agreement or Contract** - means this service **Agreement** that is a **Contract** between **You** and **Us**.  
**Breakdown or Mechanical Failure** - means the failure of an original or replacement part covered by this **Agreement** to perform its function as it was originally designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's tolerance.  
**Component** - means the individual **Vehicle** part(s) identified as covered under this **Agreement**.  
**Cost** - means the usual and fair charges for parts and labor necessary to repair covered parts. Replacement of any covered part may be authorized with new, remanufactured, rebuilt, or, like kind and quality at the discretion of the **Administrator**. Parts will be reimbursed up to manufacturer's suggested list price. Labor time will be reimbursed using nationally recognized labor time standards calculated at up to \$70.00 per labor hour.  
**Deductible** - means the amount that **You** must pay as indicated in SECTION 5, Contract Information during each repair visit for each unrelated **Component** repair.  
**Pre-Existing Condition** - means a condition or **Breakdown** that occurred before **Your** purchase of the **Agreement** that would have been obvious and apparent if the component had been inspected at the time of purchase.  
**Selling Dealer** - means the retail seller of this **Agreement** to **You** for the covered **Vehicle** described in SECTION 1, Vehicle Information.  
**Vehicle or Covered Vehicle** - means the **Vehicle** described under SECTION 1, Vehicle Information.  
**We, Us or Our** - means the **Selling Dealer**, or, the **Administrator** who is identified as the **Contract** Obligor on the Information Page of this **Agreement**.  
**You and Your** - means the purchaser identified under SECTION 2, Customer Information on the Information Page of this **Agreement**.

**Your Responsibilities:**

1. **You** must perform the manufacturer's recommended maintenance including keeping receipts for services from the date of purchase. The required receipts include Date, Mileage, Service Performed and Service Provider. Maintenance records may be requested by the **Administrator** for the investigation of a claim.  
2. Use all reasonable means to protect **Your Vehicle** from further damage when a **Breakdown** occurs.  
3. **You** must authorize necessary labor time for the repairer to diagnose a **Breakdown**.  
4. Direct the repair facility to **Call American Guardian at 1-800-579-2233 to report a claim. You must obtain Repair Authorization from American Guardian Warranty Services prior to repairing any covered component.**  
5. To receive reimbursement for **Your** authorized claim **You** must submit the following within 60 days of approval: A) the original Repair Order signed by **You**. B) Proof of Payment with a Cash Register Receipt/Credit Card Receipt/Personal Check Copy. C) Where applicable, copies of original Towing or Rental Bill with proof of payment.

**Our Responsibilities:**

Subject to the Coverage Level and **Deductible** selected under SECTION 5, Contract Information, the Limits of Liability and items found under Exclusions-What Is Not Covered, the **Administrator** will reimburse **You** or the repairer for the **Cost** of necessary repairs. The **Administrator** reserves the right to inspect **Your Vehicle** to evaluate covered repairs.

**Exclusions-What Is Not Covered:**

The following are not covered:

1. **Pre-Existing Condition.** 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 damage to a covered component caused by the failure of a component not listed as covered under this **Agreement**.
3. Repairs covered under the original manufacturer's warranty whether or not that warranty was transferred to **You**. Any **Cost** or benefit for which the manufacturer has announced its responsibility through any means including recalls or service bulletins.
4. Repairs beyond those required to correct a **Breakdown**.
5. Any covered repair not authorized in advance by **Us**.
6. Damage caused by continued operation of an impaired **Vehicle**.
7. Towing the **Vehicle** or overloading a **Vehicle** beyond the manufacturer's specifications or recommended capacity.
8. Repairs when **Your Vehicle's** odometer reading has been altered through modification or the odometer has been tampered with.
9. A **Breakdown** caused by or involving modifications, alterations or additions to **Your Vehicle** unless those modifications were performed by or recommended by the original **Vehicle** manufacturer.
10. For towing a trailer or another **Vehicle** unless **Your Vehicle** was equipped by the manufacturer for that purpose.
11. Repairs required because of: technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.
12. Repairs made outside the United States and Canada.
13. Repairs required because of: fraud, collision, abuse, negligence, neglect, misuse, abuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God, or, loss that is normally covered by Casualty Insurance.
14. The **Cost** of teardown, disassembly or assembly when a **Breakdown** is not covered by this **Agreement**.
15. Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage.
16. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of **Vehicle** use, commercial loss, punitive or exemplary damages, attorney fees.
17. The following parts and services are not covered: Service adjustments, cleaning and reprogramming not related to the repair of a covered **Breakdown**. Alignment not related to a covered **Breakdown**. Carburetor and throttle body, Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered **Breakdown**. Batteries, belts, hoses, filters, PCV, oxygen sensors, EGR valve, Ignition wires, distributor cap, spark plugs, glow plugs, tune up, wiper blades, fasteners unless required for the repair of a covered **Breakdown**, tires, wheels, wheel 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, throw out bearing and clutch hydraulic cylinder, light bulbs, sealed beams, exhaust system including catalytic converter(s). Storage charges, 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. Glass, body structure, frame, bright metal, bumpers, sheet metal. Exterior door handles, hinges, locks and latches. Moldings, ornamentation, paint. Repairs or adjustments to correct squeaks, air, wind and water leaks. Weatherstrips, body sealants, glass and body adhesives. Vinyl tops, convertible tops and plastic/glass window panels, buttons, knobs, handles, upholstery, trim, carpeting and floor coverings, floor mats, dash pads, console, air bag(s), seat belts, side view and rear view mirror housing and reflective glass, vanity mirror, audio/video headphones, radar detectors, cellular phones, CB radio, internet access systems, GPS, manufacturer installed satellite communications-service transceiver and controls. Non-manufacturer installed Internet, satellite communications-service transceiver and controls, navigation systems, anti-theft devices, TV, radios, cassette, CD, DVD, VCR players, their monitors and controls, graphic equalizer, amplifier and speakers.

**Warranty of Merchantability or Warranty of Fitness for a particular purpose is expressly excluded.**

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.
2. **You** rent **Your Vehicle** to someone else.
3. **Your Vehicle** is used for business, deliveries, construction, commercial hauling, postal service, taxi, police or other emergency services.
4. **Your Vehicle** is used for snow plowing, competition, or speed events.

5. **Your Vehicle** is modified from the **Vehicle** manufacturer’s original specifications regardless of who or when the modifications were made.
6. For fraudulent representations to obtain this **Agreement** or presenting a claim under this **Agreement**.
7. **Your Vehicle** is identified as a Gray Market Vehicle, Total Loss, Salvaged, Rebuilt, Flood damaged or where the odometer reading is beyond mechanical limits.

**Limit of Liability:**

**POWERTRAIN PLAN & SELECT PLAN**

The following limits of liability apply to each PLAN **Component** for the term of the contract including optional-Seals and Gaskets Coverage if selected and a surcharge has been paid:

1. Engine	\$3,000.00	5. Air Conditioning	\$ 800.00
2. Transmission	\$2,500.00	6. Electrical	\$ 800.00
3. Drive Axle	\$1,500.00	7. Steering	\$ 800.00
4. Tax & Fluids	\$ 800.00	8. Brakes	\$ 800.00
		(Optional) Seals and Gaskets	\$ 800.00

The **Administrator’s** limit of liability for any one-repair visit shall in no event exceed \$3,000.00 dollars per repair visit or the actual cash value of **Your Vehicle** at the time of said repair visit according to the most recently published NADA Guide for Wholesale Price which ever is less. 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) up to a maximum of \$5,000.00 dollars.

**PLUS PLAN**

The **Administrator’s** limit of liability for any one-repair visit shall in no event exceed \$3,000.00 dollars or the actual cash value of **Your Vehicle** at the time of said repair visit according to the most recently published NADA Guide for Wholesale Price which ever is less. 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) up to a maximum of \$10,000.00 dollars.

**ALL PLANS:** No **Administrator** Liability: If the **Agreement** obligor is the **Selling Dealer**, then the **Administrator** has been retained only to administer this **Agreement** for **You**. The **Administrator** is not a party to the **Agreement** and has no liability to **You** for benefits that the **Selling Dealer** is required to provide under the terms of this **Agreement**. If **Your Vehicle** is financed by **Ford Financial**, the Limit of Liability per repair visit shall in no event exceed the actual cash value of **Your Vehicle**.

**Subrogation:**

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

**Arbitration:**

Any dispute arising out of this **Agreement** shall be settled by final and binding arbitration in accordance with the Arbitration Rules of Consumer Related Disputes of the American Arbitration Association then in effect, unless the parties agree otherwise. For all controversies, **You** agree to notify the **Administrator** in writing and to initiate consumer arbitration within 90 days of the date of the controversy that triggered the dispute. Each party to the arbitration shall bear equal expense for fees charged by the Arbitrators. Each party shall bear the expense of that party’s Attorneys, experts and witnesses regardless of which party prevails in the arbitration. This arbitration **Agreement** is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act.

**Contract Period:**

**All Plans:** The time and mileage limit of the Term Selected start on the Sale Date and Current Mileage in SECTION 1, Vehicle Information and shall terminate when the length of time or total accumulated mileage exceeds the sum of the mileage at purchase plus the mileage shown in Term Selected as described in SECTION 5, Contract Information, whichever occurs first.

**Cancellation:**

In the event the covered **Vehicle** is repossessed, declared a total loss, or, **You** give notice of cancellation, the **Agreement** shall terminate. Submit written notification immediately to the **Selling Dealer** including the following: 1) the **Agreement** Number. 2) **Vehicle** Identification Number. 3) **Vehicle** Mileage. If this **Agreement** is cancelled within thirty (30) days of the Sale Date and no claim has been made, **We** will refund the full amount of the **Cost** of the **Agreement**. If cancelled within sixty (60) days of the Sale Date and no claim has been made, the amount of the refund shall be equal to the full amount paid for the **Agreement** less a \$50.00 administrative fee. If the **Agreement** is cancelled after the first sixty (60) days or a claim has been filed, the refund will be made on an amount of the **Agreement** charge according to the pro-rata method reflecting the greater days in force or the miles driven based on the term of the plan selected and the date coverage begins, less a \$50.00 dollar administrative fee. In the event of cancellation, the lienholder if any, will be named on the refund check. Important: State Guidelines and Regulations where **Contract** 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.

**Transfer of Agreement:**

In the event that **You** sell the covered **Vehicle**, this **Agreement** shall terminate. **You** may apply for a transfer to the new owner. Where applicable, the manufacturer’s warranty including extended powertrain warranty must transfer to the new owner to obtain coverage under the Transfer provisions of this **Agreement**. Within thirty (30) days from the date of sale to a private party and not a dealer or entity in the business of selling, trading or leasing **Vehicles**, submit the following: 1) A check for a \$50.00 Transfer Fee payable to American Guardian Warranty Services, Inc. 2) A copy of the Information Page of this **Agreement**. 3) A signed affidavit stating the date of sale, the mileage at sale and the new owners name, address and telephone number. 4) Copies of **Your** maintenance documents for the covered **Vehicle**. Proof of continuation of regular maintenance will be necessary in the event of a claim. The **Administrator** reserves the right to reject a transfer request in the event that the above requirements are not met. This **Agreement** may not be assigned separately from the covered **Vehicle**, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased **Your Vehicle**. This **Agreement** may only be transferred once.

**Finance Agreements:**

If this **Agreement** is financed, failure to make timely payments will result in cancellation with no refund due unless State Law mandates otherwise. Should a claim arise before this **Agreement** is paid in full, the balance owed will be deducted from the claim payment unless State Law mandates otherwise.

**Agreement Holder Notice: See Your State’s special requirements regarding cancellation and other rights.**

**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 Extended Service Agreement makes diligent effort to include all state notices as they become effective, but in cases where a state’s notice is not present on this printing of the Agreement, State Law will take precedence over the terms and conditions of this Vehicle Service Contract.

**All States:** If either American Guardian Warranty Services, Inc. or the dealer is the obligor under this Agreement, our obligations are guaranteed by an insurance policy, number USA-018, issued by Dealers Assurance Company, 3518 Riverside Dr., Columbus, OH 43221, (800) 282-8913. 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 Dealers Assurance Company.

**Alabama:** Cancellation, transfer, or administrative fees may not exceed \$25. The cancellation provision of the Contract is deleted and replaced by the following: If You return this Contract within 30 days of the date this contract and if no claim has been made under this Contract prior to its return to us, this Contract is void and We shall refund to You the full purchase price of this Contract. Any refund due 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 Contract purchaser. In the event You make a written demand for cancellation of this Contract pursuant to the terms of this Contract, We shall refund to You the unearned portion of the full purchase price of this Contract, 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 contract term in relation to the maximum contract term will be used. If the original Contract holder elects cancellation, notice is not required if cancellation is due to nonpayment or material misrepresentation by You.

**Arizona:** American Guardian Warranty Services, Inc. is the Obligor. Cancellation: To cancel your policy, contact the Obligor-American Guardian at 800-579-2233. No claim incurred or paid will be deducted from the amount of the cancellation refund. Your contract may not be cancelled due to acts or omissions of the service company, assignees, or subcontractors for their failure to provide correct information of their failure to perform the services in a timely and competent manner; parts or components repaired or replaced under the service contract may not be excluded; the contract can not be cancelled 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 subcontractors, ineligibility for the program, including gray market, high performance, and GM diesel autos. 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.

**California:** The sale of this contract in California is prohibited. California Dealers sell a California-only version of this service agreement.

**Georgia:** The Arbitration provision of this contract is deleted in its entirety. Any claim or dispute will be adjudicated in the contract 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 contract except for fraud, material misrepresentation, or non-payment. There is a 30-day written notice of cancellation for reasons other than non-payment regardless of when the service contract was cancelled. We will return the unearned premium to the contract holder within 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.

**Illinois:** In the State of Illinois, American Guardian is the Obligor. You may cancel this Contract by contacting Us through the Selling Dealer. You will be entitled to a full refund of the Contract Price if You provide a written notice of cancellation to the Selling Dealer within the first 30 days after the Contract purchase date, and if You have not filed a claim under this Contract. If You provide a written notice of cancellation to the Selling Dealer after the first 30 days after the Contract purchase date, or if We or the Lien holder cancel this Contract at any time, You will be entitled to a pro-rated refund of the Contract Price based on the greater of the number of days the Contract was in force or the miles driven compared to the total time or mileage specified in the contract, less a cancellation fee equal to the lesser of \$50.00 or ten percent (10%) of the amount of the service contract price, and the amount of claims paid under this Contract. Under "What is Not Covered" by this vehicle service contract include, Wear and Tear: a gradual reduction in operating performance due to normal wear and use IS NOT included in this contract.

**Iowa:** For Iowa Residents only: If You have problems or questions about his Contract, 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 Contract. 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 contract to the Administrator.

**Louisiana:** No claim incurred or paid may be deducted from the amount of the cancellation refund. Trip Interruption Reimbursement from American Guardian Warranty Services, Inc. is not available in Louisiana. Emergency roadside benefits are only offered through Road America Motor Club. The cancellation provision of this contract is deleted and replaced by the following: You will be entitled to a full refund of the Contract price if You provide a written notice of cancellation to the Selling Dealer within the first thirty (30) days after contract purchase date (less the applicable cancellation fee). If you provide written notice of cancellation to the Selling Dealer after the first thirty (30) days after the contract purchase date, or if we or the Lienholder cancel the contract at any time, you will be entitled to a pro-rated refund of the Contract Price (less the applicable cancellation fee) based on the number of days the Contract was in force or the miles driven compared to the total time or mileage specified on the first page of this Contract under "Coverage Term". The term of this contract for cancellation purposes will be based on the date You purchased Your contract and the vehicle mileage on the date purchased. If the Contract Price was financed, any and all refunds will be paid to the Lienholder.

**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 45 days of cancellation notification. If the provider does not provide a refund within 45 days, a 10% of the service contract 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.

**Minnesota:** The sale of this contract in Minnesota is prohibited. Minnesota Dealers sell a Minnesota-only version of this service agreement.

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

**Nevada:** American Guardian is the Obligor. Dealers Assurance Company guarantees Our obligations. Mailing address is 3518 Riverside Dr., Columbus, OH 43221, (800) 282-8913. Cancellation: The cancellation provision in this Agreement is replaced by the following: If You return this Agreement within 30 days of the date this Agreement and if no claim has been made under this Agreement prior to its return to us, this Agreement is void and We shall refund to You the full purchase price of this Agreement. The provider shall refund to the holder the purchase price of the service Agreement within 45 days after a service Agreement is returned pursuant to subsection 1 of Nevada Revised statute NRS 690C.250. A ten percent (10%) penalty per month will be added to any refund not paid within 45 days after the Selling Dealer receives Your request for cancellation. Grounds for Cancellation by Provider: Authorized claims will not be deducted from a refund. We may cancel the Agreement the first 70 days for any reason. After 70 days, we cannot cancel the Agreement except for nonpayment of the Agreement price or a material misrepresentation related to obtaining this Agreement or making a claim. If we cancel the Agreement, you will receive a pro-rata refund based on time and mileage, whichever is less. The cancellation is not effective until 15 days after notice of cancellation is mailed to you. Contract Renewal: This Agreement is not renewable. Exclusions: Consequential damages and pre-existing conditions are not covered in this Agreement.

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

**New York:** The Obligor's financial responsibilities are guaranteed by a financial security deposit for the customers of New York and a surety bond issued by an authorized surety.

**North Carolina:** The seller of this coverage is required to inform you of any warranties available to you without this contract. No contracts may be cancelled by the Seller or Administrator prior to the expiration of the term as stated in the Vehicle Service Contract without the consent of the Contract holder, except in the case of nonpayment of the Contract Price, a material misrepresentation related to this Contract made by You or any other act by You constituting a breach of duty under this Contract. 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 10 % of the amount of the pro rata refund. The term of this Contract for cancellation purposes will be based on the date You purchased Your Vehicle and the vehicle mileage on the date purchased.

**Oklahoma:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. If the Contract is cancelled by the warranty holder, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium. In the event the contract is cancelled by the Seller or Administrator, return of premium shall be based upon one-hundred percent (100%) of unearned pro-rata premium.

**Oregon:** In the state of Oregon, American Guardian Warranty Services, Inc. is the obligor. Authorized claims will not be deducted from a refund.

**South Carolina:** Any unresolved complaints or questions about this Contract may be addressed to: South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (803) 737-6134.

**Texas:** If We cancel this Contract, 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 Contract 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 45 days after the Selling Dealer receives Your written notice of cancellation, and if We fail to do so within that time, We will send You a penalty of 10 percent (10%) of the Contract Price for each month that the refund remains unpaid. Any unresolved complaints or questions concerning the regulation of service contract 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:** Coverage afforded under this contract is not guaranteed by the Property and Casualty Guarantee Association. Arbitration in Utah is binding and shall be in compliance with the "Utah Arbitration Act" (Title 38, Chapter 31a). In Utah, arbitration does not have to take place within 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. Contract 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 with prescribed time. The Cancellation portion of this contract 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 contract at any time is effective no sooner than 30 days from the delivery or first-class mailing of a written notice to the contract holder.

**Washington:** In the State of Washington, the clause in the insuring agreement "In the event that American Guardian Warranty Services or the Selling Dealer are unable to fulfill their obligation under this Agreement, You may direct a claim to Dealers Assurance Company" and the clause in the State Requirements-All States Section, "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 Dealers Assurance Company (DAC)" DO NOT APPLY. You may file a claim or initiate other contact, without any considerations whatsoever, directly with the insurer, Dealers Assurance Company, 3518 Riverside Dr., Columbus, OH 43221 or by telephone at (800) 282-8913. Cancellation Conditions: The cancellation provision of your Contract is hereby amended with the following pursuant to the Revised Code of Washington 48.96.047: You may cancel this Contract and receive a refund of the full purchase price by returning it to the Administrator within 30 days of the date of purchase if no claim has been made. If after thirty (30) days, or if a claim has been made, the refund will be determined on a pro-rata basis, which is the greater of usage of miles or months from the start of the Contract term to the expiration terms. An odometer statement indicating the odometer reading at the date of the request will be required. A ten percent (10%) penalty will be added to any refund that is not paid within 30 days of return of the Contract to the Administrator. Should the vehicle be

repossessed or deemed a total loss, the Lienholder shall be the sole payee on any refunding checks. We may cancel this Contract for nonpayment of the Contract charge, or for misrepresentation in obtaining this Contract or in the submission of a claim. If cancelled, written notice of cancellation including the actual reason for the cancellation will be mailed to Your last mailing address. Cancellation fees may not exceed \$25. The implied warranty of merchantability on the motor vehicle is not waived if the Contract 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 Contract. \_\_\_\_\_ (Contract holder must initial here). By initialing, the contract holder acknowledges review of the above disclosures including understand the coverage, exclusions, maintenance requirements, time/mileage limitations, and cancellation provisions.

**Wisconsin:** American Guardian is the Obligor and Administrator of all of AGWS vehicle service contracts. The Vehicle Service Contract is subject to limited regulation by the Office of the Commissioner of Insurance. The Administrator should be contacted prior to the performance of any repair. The Administrator may not be responsible for any repairs that are not authorized to the repair facility. However, the Administrator may not deny an otherwise valid claim solely because the contract holder did not receive prior authorization. Authorized claims should be submitted to the Administrator in writing within sixty (60) days of authorization or as soon as reasonably possible and within one year of the date of the authorization. If the Contract holder receives any benefits under this Contract, We will be entitled to all the Contract holder's rights or recovery against any manufacturer, repairer or other party who may be responsible for the costs covered by this Contract or for any other payment made by Us, but only after the Contract holder has been fully compensated for damages. Cancellation: Claims paid may NOT be deducted from the cancellation refund. Note: In Wisconsin, Roadside Assistance Benefits are provided by Nation Motor Club, Inc. d/b/a Nation Safe Drivers.

**Wyoming:** American Guardian Warranty Services, Inc. is the Obligor. Arbitration is not binding in Wyoming and any proceedings will take place in accordance with the Wyoming Arbitration Act. Litigation is required to be in the state wherein the service contract is purchased. In Wyoming, the lienholder/financial institution is not considered a party to the contract and is not permitted to cancel the service contract (except for repossession or destruction of vehicle) or have settlement of a claim applied to reduce any unpaid, outstanding balances that have been financed.

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

**NOTICE TO CONSUMERS:**

- **Purchase of this contract 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 Contract.**
- **The terms of this written contract control the agreement between us. No change of modification to the written terms is valid.**
- **This contract is based on information you provided on the application. Misrepresentation on the application will result in rejection of this contract.**
- **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.**