



Agreement No. \_\_\_\_\_

**Information Page****I. Customer Information**

Last Name	First Name	MI
Address		
City	State	Zip
Phone	E-mail	

**II. Dealer Information****III. Lienholder Information**

Name	Name
Address	Address
City State Zip	City State Zip
Phone Dealer Code	

**IV. Vehicle Information**

Year	Make	Model	Engine Size	Current Mileage/Hours	Agreement Purchase Date
Vehicle Identification No. (VIN)		Vehicle Purchase Date	Vehicle Purchase Price	Agreement Purchase Price	
Full Factory Warranty Term: <input type="text"/> Months		Factory In-Service Date: <input type="text"/>	<input type="checkbox"/> New	<input type="checkbox"/> Used	

**V. Trailer Information**

Year	Make	Model	Trailer Serial No.	No. of Axles
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**VI. Agreement Information**

Unit Type:				
<input type="checkbox"/> Motorcycle (On Road Only)	<input type="checkbox"/> Motorcycle (Off Road)	<input type="checkbox"/> Scooter	<input type="checkbox"/> ATV/UTV	
<input type="checkbox"/> Personal Watercraft	<input type="checkbox"/> Jet Boat	<input type="checkbox"/> Snowmobile		
Term: <input type="text"/> Months	Options and Surcharges: <input type="checkbox"/> Trailer Pak	Coverage Level: <input type="checkbox"/> Ultimate <input type="checkbox"/> Premium	Deductible: <input type="checkbox"/> \$0 Deductible	

**VII. Customer Acknowledgment**

The Agreement that You are purchasing is between You and the Agreement Obligor. You will be notified by the Selling Dealer and/or the Administrator if the Agreement is ineligible for coverage. You (the undersigned) have reviewed the terms of this Agreement and understand the coverage, exclusions and maintenance requirements. This Agreement is based on information You provided on this Information Page. I hereby declare that the above information is correct. **AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS.**

Customer Signature (Your) \_\_\_\_\_

Purchase Date \_\_\_\_\_

Selling Dealer Representative Signature \_\_\_\_\_

If no coverage level is selected, then **ULTIMATE** coverage will apply for new vehicles and **PREMIUM** coverage will apply for used vehicles. If no term has been indicated in the section titled **Agreement Information**, then coverage will be in effect for 12 months. A \$50.00 **Deductible** per repair visit will apply (\$25.00 for repairs at the **Selling Dealer**). Any modification, alteration or change to the printed terms, conditions or coverages of this Agreement renders the Agreement invalid.

Agreement Administrator/ Provider/Obligor:  
American Guardian Warranty Services, Inc.  
PO Box 768, Warrenville, Illinois 60555  
844.812.2227

Wisconsin Administrator & Obligor:  
American Guardian Warranty Services of Wisconsin, Inc.  
PO Box 768, Warrenville, Illinois 60555  
844.812.2227

Florida & Louisiana Obligor/Administrator:  
American Guardian Warranty Services of Florida, Inc.  
(FL License #60116) PO Box 768, Warrenville, IL 60555  
844.812.2227

**AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS**  
**CLAIMS: 844.812.2227 | ROAD AMERICA MOTOR CLUB (ON ROAD MOTORCYCLE/SCOOTER ONLY): 866.849.6909**  
**TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM**

Original (White) - Purchaser

Yellow - Administrator

Pink - Dealer

Gold - Lienholder

**ULTIMATE COVERAGE (MOTORCYCLE/ATV/SCOOTER/SNOWMOBILE/PERSONAL WATERCRAFT/JET BOAT):** When Ultimate Coverage is selected on the **Information Page**, We will cover the necessary **Costs** of repairs for any **Breakdown to Your Vehicle**, less payment of the **Deductible** amount per repair visit selected on the **Information Page** of this **Agreement**, except for terms listed under Exclusions-What is Not Covered. Included in the coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and use, when the wear exceeds the manufacturer's specifications.

**MOTORCYCLE/ATV/UTV/SCOOTER PREMIUM COVERAGE: (Includes those component items listed in 1 through 15)**

1. **ENGINE:** All internally lubricated parts; valve covers; intake manifolds; oil pump; fan motor; valves; engine mounts. Cylinder head(s); engine block/crankcase and cylinder barrels if damaged as a result of the failure of an internally lubricated covered engine component.
2. **WATER PUMP:** Impeller shaft; bearings; bushings and housing.
3. **TURBO/SUPERCHARGER (MANUFACTURER INSTALLED ONLY):** Internal parts; vanes; shafts; bearings; bushings; waste gate and housing if damage is caused by a failure of any of the above covered components.
4. **TRANSMISSION:** All internally lubricated parts contained within the transmission case; gears; bearings; internal drive gears; internal selector mechanism and transmission mounts. Transmission case if damaged as a result of the failure of an internally lubricated transmission component. (Clutch assembly and cable are not covered).
5. **PRIMARY DRIVE:** All internally lubricated parts (except clutch and hub assemblies) contained within the primary drive case; all gears; bearings; internal drive gears and chains; internal selector mechanism; Primary drive case if damaged as a result of the failure of a covered primary drive component.
6. **DRIVE AXLE ASSEMBLY (ATVS/UTVS AND SHAFT DRIVEN MOTORCYCLES):** Differential housing; transaxle housing; final drive housing; all internally lubricated parts of the foregoing; axle shafts; constant velocity joints; universal joints; drive shafts; locking hubs; hub bearings; locking rings; retainers and bearings.
7. **FRONT AND REAR SUSPENSION:** All internally lubricated parts contained within the front fork tubes and front hub; swing arm bearings or bushings; front and rear wheel bearings; frame; swing arm; upper and lower control arms; ball joints; king pins; bushings and spindle. Rear Shock Absorber(s). Front fork tubes and front hub if damaged as a result of the failure of a covered suspension component.
8. **STEERING:** Upper and lower steering stem bearings and bushing axle; steering stem; handle bar; steering stem nut, rod ends. Steering stem shaft if damaged as a result of the failure of a covered steering component.
9. **BRAKE:** Brake backing plates; brake hubs; calipers; master cylinder assembly; drum brake actuating cam; secured hardware.
10. **ANTI-LOCK BRAKES (ABS) (ON-ROAD MOTORCYCLES/SCOOTERS ONLY):** Electronic control unit; anti-lock computer module; wheel speed sensors/exciters; proportioning valves; high pressure hydraulic pump; electro-hydraulic proportioning control valves; accumulator.
11. **ELECTRICAL:** Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier, stator assembly; rotor assembly; CDI (capacitive discharge ignition) control box/electronic ignition control module; magneto; electronic fuel injection control module and voltage regulator.
12. **GAUGES:** All factory instrumentation (mechanical and electronic) and electronic instrument sender units/sensors (Light bulbs are not covered).
13. **FUEL SYSTEM:** Fuel pump and housing; diaphragms; springs; valves and actuating lever. Includes electric fuel pump.
14. **TOURING BIKES:** Digital dash components; factory installed sound system (Speakers are not covered); original equipment manufacturer fairing hardware, brackets, switches, covers, latches and hinges; saddlebag/travel trunk latches, hinges and mounting hardware.
15. **SEALS AND GASKETS:** Seals and Gaskets Coverage on covered components for **Vehicles** described as a Motorcycle (on Road-Only) on the **Information Page**.

**SNOWMOBILE PREMIUM COVERAGE: (Includes those component items listed in 1 through 10)**

1. **ENGINE:** All internally lubricated parts including: pistons; piston rings and pins; crankshaft and main bearings; connecting rods and rod bearings; intake manifold; reed valves and reed blocks; rotary valves; exhaust manifold; motor mounts. Cylinder head(s) engine block and cylinder barrels if damaged as a result of a mechanical failure of one of the covered engine components.
2. **COOLING SYSTEM:** Water pump; cooling fan motor; fan shaft and bearings; heat exchanger and radiator.
3. **OIL INJECTION:** Oil injection drive gear; oil tank; oil level sensor; oil lines; oil injection pump; oil injection metering system.
4. **FUEL SYSTEM:** Fuel tank; choke cable(s); fuel pump; fuel injector(s) and fuel injection metering system.
5. **GAUGES:** All factory instrumentation (mechanical and electronic) and electronic instrument sensors (Light bulbs are not covered).
6. **CHAIN CASE:** All internally lubricated parts within the chain case including upper and lower chain sprockets; automatic and manually adjustable tensioners; roller chain; silent chain; chain case; reverse gear and gear box (excluding shifter mechanism).
7. **STEERING:** Inner and outer tie rod ends; drag link/steering link ends and spindle bushings.
8. **BRAKE:** Hydraulic calipers; mechanical calipers; master cylinder.
9. **PRIMARY DRIVE:** Stationary and moveable sheaves; spider; outer cap and bushings.
10. **SECONDARY DRIVE:** Stationary and moveable sheaves; cam assembly, secondary (jack) shaft and bearings.

**PERSONAL WATERCRAFT PREMIUM COVERAGE: (Includes those component items listed in 1 through 8)**

1. **ENGINE:** All internally lubricated parts including: pistons; piston rings and pins; crankshaft and main bearings; connecting rods and rod bearings; reed valves and reed blocks. Cylinder head(s), engine block/crankcase and cylinder barrels if damaged as a result of the failure of an internally lubricated covered engine component.
2. **LUBRICATING SYSTEM:** Complete oil injection system; oil pump; oil injection drive gear; oil tank; oil cap; oil level sensor.
3. **FUEL SYSTEM:** Fuel tank, fuel cap.
4. **DRIVE LINE SYSTEM:** Drive shaft; bushings; bearings and flywheel.
5. **PUMP SYSTEM:** All internally lubricated parts within pump housing; housing; bearings; impeller and bushings.
6. **CONTROLS:** Starter and choke primer switches; run and stop switches; throttle control handle; ignition switch.
7. **STEERING:** Steering control assembly; steering gate; rudder and nozzle (excluding cables).
8. **ELECTRICAL:** Alternator; starter; starter solenoid; ignition coils; rectifier; stator assembly, CDI (capacitive discharge ignition) box; electronic ignition module; voltage regulator, electrically operated gauges (Light bulbs are not covered) and wiring harness.

**JET BOAT PREMIUM COVERAGE:** (Includes those component items listed in 1 through 10)

1. **ENGINE:** All internally lubricated parts including; pistons, rings, pins, crankshaft and main bearings, connecting rods and rod bearings, reeds and reed blocks, flywheel. Cylinder head(s), engine block/crankcase and cylinder barrels if damaged as a result of the failure of an internally lubricated covered engine component.
2. **LOWER UNIT:** Gearcase head; bearing; oil retainer; gear case assembly, driveshaft and upper bearing; shift rod and cover assembly; lower pinion bearing; forward and/or pinion gear; reverse gear; shift fork. Gear case and/or propeller shaft if damaged as a result of the failure of a lubricated covered component.
3. **LUBRICATING SYSTEM:** Oil pump, oil injection drive gear and/or shaft; oil tank; oil cap; oil level sensor; oil level warning horn; check valve, complete oil injection metering system.
4. **STEERING:** Steering control helm assembly; steering gate; rudder; nozzle (excluding cables); steering bracket and bushing; swivel bracket bearing; control rack and yoke assembly, power steering pump; power cylinder assembly, steering wheel and coupling.
5. **JET DRIVE/PUMP SYSTEM:** All internally lubricated parts in the pump housing; housing; bearings; impeller; bushings.
6. **CONTROLS:** Neutral start switch assembly; starter/choke primer switch; starter/stop button; throttle control handle/ throttle cam lever; shift interrupter switch; tilt/trim switch and ignition switch (excluding key and tumbler).
7. **POWER TRIM AND TILT:** Spring sending unit; oil pump; pump relief valve; spring; O-ring; trim cylinder; tilt cylinder; manual release valve; hydraulic pump; reverse lock valve; power tilt motor; power trim motor; mounts; pivots.
8. **FUEL SYSTEM:** Fuel delivery pump; fuel injection pump; fuel injector(s); fuel tank; fuel cap; flame arrester/air silencer; EFI/DFI control module.
9. **ELECTRICAL:** Alternator; starter assembly; starter solenoid; voltage regulator; rectifier; ignition coil, switch box/power pack; electronic ignition module; trigger and sensor; windshield wiper motor; CDI (capacitive discharge ignition) box; all electrically operated gauges (Light bulbs are not covered).
10. **U-JOINT HOUSING/DRIVE LINE SYSTEM:** Drive mount and steering components; transom plate; U-joint housing; U-joint housing bearing; U-joints; drive shaft(s); bushings; bearings; flywheel; pivot pin; shift lever.

**OPTIONAL COVERAGE:** When selected on the Information Page of this Agreement, the selected coverage will apply:

- **TRAILER PAK:** Master cylinder, hydraulic brake actuator and backing plates. Axles(s), brackets, bunks, couplers, fenders, hubs, roller cradles, spring hangers, welds and winch stands. Suspension springs.
- **REDUCED DEDUCTIBLE – ZERO DOLLARS (\$0):** The Deductible will be modified to zero dollars (\$0) per repair visit.

**ADDITIONAL BENEFITS (On-road Motorcycles/Scooters Only)**

**PICK-UP AND DELIVERY:** Pick-up and delivery charges up to one hundred dollars (\$100) will be reimbursed when the failure of a covered component disables **Your Vehicle**. Acceptable proof of payment is required.

**RENTAL REIMBURSEMENT:** Should **Your** motorcycle become inoperable and have to remain overnight for repair at the Dealership, Dealer agrees, in the event of a mechanical failure of a covered component, to furnish or reimburse **You** for rental transportation. Such expense shall be limited to thirty dollars (\$30) per calendar day and not to exceed ninety dollars (\$90) per occurrence. In computing the amount due under this rental coverage, only actual factory repair time on the vehicle is covered. **Example: 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days.**

**ADDITIONAL RENTAL BENEFITS:** Rental benefit will be increased to the amount specified herein if repairs are delayed due to parts availability, **provided additional authorization is obtained for the Administrator**. Additional rental coverage due to parts availability will be thirty dollars (\$30) per day with one hundred twenty dollar (\$120) limit (except where prohibited by law). Proof of parts delay documentation may be requested.

**TRAVEL INTERRUPTION ASSISTANCE:** **You** will receive reimbursement up to seventy-five (\$75) per day for a maximum of three (3) days (not to exceed \$225.00/occurrence) for expenses for meals (restaurants only) and/or lodging (hotels/motels only) incurred provided: (1) **You** cannot utilize **Your** motorcycle due to a mechanical failure covered under this contract, and **You** are more than one hundred (100) miles from home; and (2) meals and/or lodging are required because of the mechanical failure, as defined causes a delay in route. The date of the mechanical failure shall be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the failure and the time when repairs are completed or by the end of the third calendar day subsequent to the mechanical failure if the repairs are not completed, whichever occurs first.

**EMERGENCY ROADSIDE ASSISTANCE:** Coverage and Limitations for Roadside Assistance up to \$100.00 per occurrence: (1) **Towing Assistance:** When towing is necessary for a non-covered failure, the **Vehicle** can be towed to the nearest service facility. (2) **Battery Boost:** If **You** incur a charging system or battery discharge for any reason, a jump-start will be applied to start the covered **Vehicle**. (3) **Flat Tire Assistance:** In the event of a flat tire on the covered **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. (4) **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. (5) **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, 6TH FLOOR, MIAMI, FLORIDA 33126**

**FOR EMERGENCY ROADSIDE ASSISTANCE UP TO \$100.00 PER OCCURRENCE  
CALL TOLL FREE (866) 849-6909**

**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. (2) Any service covered under a valid manufacturer's warranty or roadside assistance program. (3) 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, Travel Trailers. 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 direction 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.

#### WHAT TO DO IF REPAIRS ARE NEEDED

If Your Vehicle is unsafe and needs to be towed, contact Road America at 1-866-849-6909 to arrange towing service. Provide the repair facility with Your Agreement number, direct them to call the Administrator for Repair Authorization at 1-844-812-2227 and authorize them to diagnose the failure.

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 1-844-812-2227.

**Emergency Repair-** If a Covered Part has a Covered Breakdown at any time outside of Claims Department regular business hours, You may take one of the following steps:

- Wait until regular business hours and then follow the normal claims procedure outlined above.
- Authorize and pay for any teardown or diagnostic time needed to determine whether Your Vehicle has a Covered Breakdown. If You reasonably determine that You have a Covered Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying the repair. You must then call the Administrator during the next available regular business hours so that the Administrator may determine whether there was a Covered Breakdown. If the Administrator determines that there was a covered Breakdown, then We will pay You in accordance with the terms and conditions of this Agreement.

*You must obtain a Repair Authorization Number from Our Claims Department to assure payment under this Agreement.*

Call Toll Free at 1-844-812-2227 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 Agreement was sold take precedent over these Terms and Conditions.

#### Definitions:

**Administrator, Obligor, Our, Us or We** - means American Guardian Warranty Services, Inc. (AGWS), PO BOX 768, Warrenville, IL 60555, (844) 812-2227 except in the state of Florida and Louisiana where it means American Guardian Warranty Services of Florida, Inc., PO BOX 768, Warrenville, IL 60555 (FL License #60116); (844) 812-2227 and in the state of Wisconsin where it means American Guardian Warranty Services of Wisconsin, Inc., PO BOX 768, Warrenville, IL 60555; (844) 812-2227.

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

**Contract Holder, You or Your** - means the purchaser identified on the Information Page.

**Cost** - means the usual and fair charges for parts and labor necessary to repair covered parts. Replacement of any covered part may be made with new, remanufactured, rebuilt or like kind and quality at the time of Breakdown at the discretion of the Administrator. Parts will be reimbursed up to manufacturer's suggested list price. Labor time will be reimbursed using nationally recognized labor time standards.

**Deductible** - means the amount that You must pay for covered repairs per repair visit as indicated on the Information Page. Unless the \$0 Deductible box is selected on the Information Page, Your Deductible is \$25.00 per repair visit for repairs conducted at the Selling Dealer and \$50.00 for all repairs conducted at any other repair facility.

**Failure, 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. This includes the gradual reduction in operating performance due to normal wear and use.

**Information Page** - means Page 1 of this Agreement identifying, Your name, address, phone number, email address, the Vehicle year, Make, Model, Vehicle Identification Number (VIN), Purchase Date, Selling Dealer name, address, phone number, Term Selected, Agreement Price and important disclosures signed by You.

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

**Pre-Existing Condition** - means a condition or Breakdown that occurred before Your purchase of the Agreement.

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

**Vehicle or Covered Vehicle** - means the Vehicle covered by this Agreement and described on the Information Page.

#### Insurance Statement:

Our obligations are guaranteed by an insurance policy (Policy Number 3312; except in Florida and Louisiana where it is Policy Number 3413; and in Wisconsin where it is Policy Number 3505) issued by Virginia Surety Company, Inc. In the event that We cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, You may file a claim directly with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604; (800) 209-6206.

### Your Responsibilities:

1. You must perform the manufacturer's recommended maintenance including keeping receipts for services from the date of purchase. The required receipts include Date, Mileage/Hours, Service Performed and Service Provider. These records may be requested by the Administrator for the investigation of a claim. Failure to show proof of maintenance may result in denial of coverage. 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 1-844-812-2227 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 sixty (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 on the Information Page of this Agreement, the Limits of Liability and items found under EXCLUSIONS-WHAT IS NOT COVERED, the Administrator will reimburse for the Cost of necessary repairs. The Administrator reserves the right to inspect Your Vehicle to evaluate covered repairs.

### EXCLUSIONS – WHAT IS NOT COVERED

FOR ALL COVERAGE LEVELS, THIS AGREEMENT PROVIDES NO COVERAGE OR BENEFITS FOR THE FOLLOWING:

1. Any part not originally covered for the full term or is specifically excluded by the manufacturer warranty. The following parts: batteries; audio equipment; accessories; tires; loose securing hardware; bent shift forks or bent valves (unless caused by failure of a covered component); stuck valves due to carbon build-up, snowmobile skis/tracks/clutch belts, clutch weights/rollers/pins/bushings, wheels under snowmobile track; hyfax/slide rail; mirrors; thermostats; hoses; coolant; belts; lubricants; bulbs; LEDs (light emitting diodes); anodes; cables; fuses; final drive chains, belts or sprockets; shock absorbers (except the rear shock absorber on Vehicles described as Motorcycle (On-Road Only) on the Information Page); fluids (unless required to repair a failure of a covered part); seals and gaskets (except Ultimate Coverage on New Vehicles and Vehicles described as Motorcycle (On-Road Only) on the Information Page). Fasteners.
2. Maintenance services and parts described in Your vehicle's owners manual as supplied by the manufacturer and other normal maintenance services and parts including but not limited to: spark plugs and spark plug wires, ignition points, positive crankcase ventilator valve, all filters and parts damaged due to dirty filters, friction clutch assembly, clutch master cylinder, brake – shoes, disc pads, drums, rotors. Tune-ups, alignments and other maintenance services and parts, even when used in conjunction with replacement of covered parts. For 2 stroke engine, pistons, piston rings and wrist pins. Refer to owner's manual for periodic maintenance and replacement intervals for required maintenance items.
3. Repairs or replacements that did not have prior specific authorization by administrator.
4. Any failure of components still under the dealer's and/or manufacturer's warranty. Failure of parts subject to recall for repair and/or replacement by the manufacturer or for the repair to any component/part covered by the Federal Emission Warranty, or a repairer's warranty.
5. Repairs to seized or damaged engine due to continued operation after a failure is known or should have been apparent to the operator. Customer is responsible for making sure the oil warning light/gauge and the temperature light/gauge are functioning properly before operating the vehicle.
6. Damage caused by pre-ignition detonation, pinging, improper or contaminated fuel or improper engine adjustments.
7. If Premium Coverage is purchased, repairs to parts of the vehicle not specifically indicated under the Premium coverage section of this Agreement.
8. Liability in excess of the actual cash value of the specified parts and of the labor for the repair or replacement thereof.
9. Damage caused by loss of oil, lubricant or coolant regardless of the cause.
10. Failure when vehicle is used for hauling a trailer(s) without manufacturer's recommended trailer towing equipment or hauling trailers in excess of rated capacity of the vehicle or failure to follow the manufacturer's operator's manual.
11. Failure when vehicle is used for rental, racing, competition driving, sustained high speed use, acceleration, trials, hard or abusive operation including but not limited to, wide open throttle operation, high speed acceleration or shifting of transmission gears at high engine rpm.
12. The following commercial applications will not be covered. Such exclusions will include, but not be limited to: vehicles used for livery or hire; snowplowing; rental; police, fire or emergency; pool vehicles or vehicles which regularly have multiple operators; and vehicles with non-standard equipments installed specifically to facilitate commercial use.
13. Failure of parts substituted for standard or optional equipment, not intended by the vehicle manufacturer to be used in the described vehicle, unauthorized alteration, improper installation of attachments or parts; any repair resulting from a non-authorized part or accessory.
14. Failure caused by reverse polarity, power surge, electrolysis, overload, engine sludge or corrosion; rust, residue or corrosion in radiator (if equipped) or heater core; damage due to carbon build up on cylinders; and repairs to correct loss of compression or oil consumption related carbon or worn piston rings or valve parts.
15. Failure of any parts covered in this contract if any hi-performance, competition or other non-standard equipment has been installed in described vehicle or if any engine parts as supplied by vehicle manufacturer have been disconnected or altered to increase performance.
16. Any liability for property damage or for injury to or death of any persons arising out of the operation, maintenance or use of Your vehicle, whether or not related to the parts covered. Loss of time, expense, profit, income, storage charges, inconvenience, loss of use of vehicle, or any other loss that results from a failure (except as provided under the benefits or coverage herein.) This contract does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the contract) and attorney's fees. Incidental or consequential damage.
17. Damage to a covered component resulting from a failure of non-covered component.
18. Failure caused by ruptured or damaged rubber boots.
19. Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this Agreement.

20. Malfunctions resulting from collision and/or accident, vandalism, neglect, abuse, misuse, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, war, hail, water, flood, malicious mischief, riot, civil commotion, labor difficulties, aesthetic damage including but not limited to scratches, paint deterioration, dents, nicks, normal wear and tear, natural disaster or acts of nature.
21. Any failure occurring outside the United States of America or Canada.
22. The total cost of covered labor and parts in excess of the actual cash value of the vehicle at the time of the repair or failure.
23. Any failure occurring prior to the service Agreement purchase date, or if information provided by you or a repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
24. Warranty of Merchantability and Warranty of Fitness for a particular purpose are expressly excluded.

**Limit of Liability:** The Maximum Limit of Liability per loss shall be equal to the actual cash value of the Vehicle at the time of failure. The Aggregate Limit of Liability shall not exceed the purchase price of the Vehicle or Seventy Five Thousand Dollars (\$75,000), whichever is less.

**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](http://www.adr.org). This arbitration **Agreement** is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.** This arbitration provision is deleted in its entirety in California, Florida, Georgia, Mississippi, Nebraska, New Hampshire, Nevada, Oklahoma, Oregon and Wyoming.

**Agreement Period:**

**New Vehicles:** The time limits of the Term Selected start on the **Original In-Service Date** and shall terminate when the length of time exceeds the **Agreement Term Selected** as described on the **Information Page**.

**Used Vehicles:** The time limits of the Term Selected start on the **Sale Date** on the **Information Page** and shall terminate when the length of time shown in Term Selected passes from the **Sale Date** as described in on the **Information Page**.

**Cancellation:**

In the event the **Vehicle** is repossessed, declared a total loss, or **You** give notice of cancellation, the **Agreement** shall terminate. In order to terminate this **Agreement**, **You** must submit written notification immediately to the **Selling Dealer** including the following: 1) the **Agreement Number** 2) **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 **Agreement Purchase Price**. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the **Agreement Purchase Price** according to the pro-rata method reflecting the days in force based on the term of the plan selected, less a \$50.00 dollar administrative fee. (\$25.00 in Alabama; \$50.00 or 7.5% of the provider fee, whichever is less, in Alaska; \$25.00 or 10% of the purchase price, whichever is less, in California; \$50.00 or 10% of the refund, whichever is less, in Florida; \$50.00 or 10% of the pro rata refund, whichever is less, in Georgia; \$50.00 or 10% of the service contract price, whichever is less, in Illinois; \$50.00 or 10% of the provider fee, whichever is less, in Maine; \$50.00 or 10% of the amount of the pro rata refund, whichever is less, in North Carolina; \$50.00 or 10% of the unearned pro rata provider fee, whichever is less, in Oklahoma; \$25.00 in Washington; and \$50.00 or 10% of the provider fee, whichever is less, in Wisconsin.) In the event of a cancellation, the lienholder, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee. If this **Agreement** is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your Lienholder** (shown on the **Information Page**) to cancel this **Agreement** and receive the refund. **Important: State Guidelines and Regulations where 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. (Arizona, Georgia, Louisiana and Nevada do not allow for a claim incurred or paid to be deducted from the amount to be returned).**

**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**; (2) If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer; or (3) 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 purchase price** by the percentage of the unused time compared to the total time of **your Agreement Term**. All refunds will be paid to the Lienholder, if any, otherwise to **You**.

**Transfer of Agreement:**

In the event that **You** sell the **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 **Administrator – AGWS**; (2) A copy of the **Information Page** of this **Agreement**; (3) A signed affidavit stating the date of sale, the mileage/hours at sale and the new owners name, address and telephone number; (4) Copies of **Your** maintenance documents for the **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 **Vehicle**, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased **Your Vehicle**. This **Agreement** may only be transferred once.

#### Payment Plan Agreement:

If this **Agreement** is purchased on a payment plan, failure to make timely payments will result in cancellation with no refund due. Should a claim arise before this **Agreement** is paid in full, the balance owed will be deducted from the claim payment.

#### 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 **Agreement** between us. No change or modification to the written terms is valid.
- This **Agreement** is based on information You provided on the **Information Page**. Misrepresentation on the **Information Page** will result in rejection of this **Agreement**.
- **Payment Plan:** Where permitted by State Law, the settlement of any claim may first be applied to reduce any unpaid, outstanding balance on an **Agreement** that has been financed.
- This **Agreement** is not an insurance policy, a warranty or guarantee.

#### 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 the printing of the **Agreement**, State Law will take precedence over the terms and conditions of this **Agreement**.

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

**Alaska:** Cancellation: If the **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the **Agreement** charge according to the pro-rata method reflecting the greater days in force or the miles driven based on the term of the plan selected and the date coverage begins. In the event of cancellation the lienholder, if any, will be named on the refund check. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**.

**Arizona:** Cancellation: **Your Agreement** may not be cancelled due to acts or omissions of the service company, assignees, or sub-contractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner; parts or components repaired or replaced under the **Agreement** may not be excluded; this **Agreement** cannot be cancelled or voided by the service company or its representatives for **Pre-Existing Conditions**, prior use or unlawful acts relating to the product, misrepresentation by either the service company or its sub-contractors, ineligibility for the program, including gray market, high performance, and GM diesel autos. All exclusions shall ONLY apply to occurrences "after the **Agreement** start date" or "while owned by **You**." The arbitration clause does not preclude an Arizona Consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division for relief under the provisions of Arizona Revised Statutes (ARS) §§ 20-1095.04 and/or 20-1095.09.

**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. Cancellation of this **Agreement** shall comply with California law. If you provide notice of cancellation to **Us** during the first sixty (60) days from the effective date for a new or thirty (30) days for a used **Vehicle**, **You** will be refunded 100% of the premium paid, if no claims have been filed. If a claim has been filed within the first sixty (60) days for a new or thirty (30) days for a used **Vehicle**, the refund will be pro-rated based on either elapsed time or mileage remaining. After the first sixty (60) days for a new or thirty (30) days for a used **Vehicle**, **You** will be refunded 100% of the unearned premium paid, less a fee of ten percent (10%) of the refund amount or \$25.00, whichever is less. The unearned premium will be prorated based on the lesser of months or mileage remaining. In the event of a claim arising in California, the proper venue for litigation shall be in California. **Administrator** reserves the right to void the **Agreement** or deny claims at any time due to fraud, misrepresentation or nonpayment. The name of the **Obligor** is amended to American Guardian Warranty Services Inc. dba A.G.W.S. Insurance Services. **We** are the **Obligor** for road side assistance (on road motorcycle/scooter only) 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.

**Connecticut:** All disputes must be resolved in accordance with the Regulations of Connecticut State Agencies §42-260. In the event of a dispute with the **Administrator**, **You** may contact the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816. Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price or lease price of the product, the cost of the repair or replacement and a copy of the extended warranty contract. If the term of this **Agreement** is less than one (1) year, the **Agreement** term shall be automatically extended while any repairs covered under the **Agreement** are being done and the **Vehicle** is in the custody of the **Authorized Repair Facility**. If **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen, or destroyed, **You** may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**.

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

**Georgia:** Any claim or dispute will be adjudicated in **Your** county of residence. **Pre-existing conditions known to You** at the time of **Your** purchase of the **Agreement** is excluded from coverage. Also, repairs when the covered **Vehicle's** odometer has been altered or tampered with *while owned by You* are excluded from coverage. Modifications to the **Vehicle made by You** results in rejection of coverage under this **Agreement**. Damage due to sludge may not be excluded from coverage. A cancellation will comply with Georgia Code Chapter 33-24-44. The **Obligor/Administrator** may only cancel the **Agreement** for fraud, material misrepresentation or nonpayment. There is a thirty (30) day written notice of cancellation for reasons other than non-payment regardless of when the **Agreement** was cancelled. We will return the unearned premium to **You** within ten (10) working days after cancellation. A ten (10) day written notice of cancellation will be given if canceled for non-payment. The finance company/lienholder must hold a power of attorney in order to cancel the service for nonpayment.

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

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

**Illinois:** 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 or the miles driven compared to the total time or mileage specified in the **Agreement**, less a cancellation fee equal to the lesser of \$50.00 or ten percent (10%) of the amount of the pro-rated refund, and the amount of claims paid under this **Agreement**. Wear and Tear: a gradual reduction in operating performance due to normal wear and use IS included in this Agreement.

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

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

**Louisiana:** The Obligor/Provider is American Guardian Warranty Services of Florida, Inc., PO Box 768, Warrentonville, IL 60555, (800) 579-2233. Cancellation: 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**.

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

**Maryland:** The repair of a malfunction or defect covered under this **Agreement** shall include the **Cost** of the tear down and diagnosing the malfunction or defect. A ten percent penalty (10%) per month shall be added to a refund that is not paid within forty five (45) days after the receipt of the service contract to **Us**.

**Massachusetts:** The entity obligated to perform under this **Agreement**, which is referred to as "We," "Us," and "Our" throughout the **Agreement**, is the **Dealer**.

**Minnesota:** Cancellation: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to **Us**. **We** will provide **You** with five days written notice if the reason for cancellation is nonpayment of the **Agreement** purchase price.

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

**Missouri:** A notice of cancellation/termination will be mailed to **You** within forty-five (45) days of the date of termination. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of the request for refund to **Us**.

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

**Nevada:** Cancellation: The provider shall refund to the holder the purchase price of the **Agreement** within forty-five (45) days after an **Agreement** is returned pursuant to subsection 1 of NRS 690C.250. A ten percent (10%) penalty per month will be added to any refund not paid within forty-five (45) days after the **Selling Dealer** receives **Your** request for cancellation. Cancellation by **Us**: The cancellation is not effective until fifteen (15) days after notice of cancellation is mailed to **You**. **Agreement** Renewal: This **Agreement** is not renewable. If **Your Vehicle** is modified from the **Vehicle** manufacturer's original specifications, this **Agreement** will not provide coverage for the modifications or the modified components. However, this **Agreement** will not exclude all coverage on **Your Vehicle**. This **Agreement** will continue to provide any applicable coverage to components of **Your Vehicle** that have not been modified from the **Vehicle** manufacturer's original specifications, unless such coverage is otherwise excluded by the terms of this **Agreement**.

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

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

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

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

**North Carolina:** The Seller of this **Coverage** is required to inform **You** of any warranties available to **You** without this **Agreement**. No **Agreements** may be cancelled by the Seller or **Administrator** prior to the expiration of the term as stated in the **Agreement** without **Your** consent, except in the case of nonpayment of the **Agreement** price, a material misrepresentation related to this **Agreement** made by **You** or any other act by **You** constituting a breach of duty under this **Agreement**.

**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. **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. Disputes will be processed through the judicial system.

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

**Texas:** If repairs have not been performed, a verified claim for reimbursement for authorized service performed by an **Authorized Repair Facility** has not been paid within sixty (60) days or a refund has not been paid within forty five (45) days after the date on which the **Agreement** is canceled, **You** may file a claim with the insurance company directly at: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206. The following provisions are added: **Notice: Any unresolved complaints or questions concerning the regulation of service agreement providers or administrators may be addressed to: Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, Telephone (800) 803-9202 or (512) 463-6599. RIGHT TO RETURN AGREEMENT: YOU HAVE THE RIGHT TO RETURN OR VOID THIS AGREEMENT. YOU MAY RETURN THE AGREEMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY, IF THE AGREEMENT IS DELIVERED TO THE SERVICE CONTRACT HOLDER AT THE TIME OF SALE, OR TWENTY (20) CALENDAR DAYS AFTER THE DATE WE MAIL A**



COPY OF THE **AGREEMENT** OR IF IT IS PROVIDED TO **YOU** AT THE TIME OF SALE. IF **YOU** RETURN THIS **AGREEMENT** WITHIN THE APPLICABLE TIME PERIOD, THE **AGREEMENT** SHALL BE VOID AND **WE**, WILL REFUND THE ENTIRE **AGREEMENT** PURCHASE PRICE WITHIN FORTY-FIVE (45) DAYS. Cancellation by **Us**: If **We** cancel this **Agreement**, **We** will mail a written notice to **You** at **Your** last known address contained in **Our** records at least six (6) days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. **We** will not send **You** advance notice if the reason for cancellation is non-payment of the **Agreement** price, a material misrepresentation by **You** to **Us** or a substantial breach of duties by **You** relating to the **Vehicle** or its use. A ten percent (10%) penalty of the amount outstanding will be added to any cancellation refund under this **Agreement** not made within forty-five (45) days of receipt of cancellation request by **Us**.

**Utah**: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Coverage** afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. Arbitration in Utah is binding and shall be in compliance with the "Utah Uniform Arbitration Act" (78B-11-101). In Utah, arbitration does not have to take place within sixty (60) days of the filed loss. ANY MATTER IN DISPUTE BETWEEN **YOU** AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS JUDGMENT IN ANY COURT OF PROPER JURISDICTION. **Agreement Coverage**: Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. The Cancellation provision is amended to abide by the Utah Code 31A-21-303. Cancellation of this **Agreement** at any time is effective no sooner than thirty (30) days from the delivery or first-class mailing of a written notice to **You**. This **Agreement** cannot be voided for any reason and may only be cancelled with proper notice. **You** may purchase this **Agreement** through payment up front or through installment payments.

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

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