

AMERICAN GUARDIAN WARRANTY SERVICES, INC.

Platinum – Service Agreement

*This **Service Agreement** must be attached to the appropriate Information Page, which is part of this **Agreement**.*

ADMINISTRATOR: American Guardian Warranty Services, Inc.

800 Roosevelt Road – Glen Ellyn, IL 60137

Phone: (630) 790-6000 * Fax: (630) 790-6009 * Claims Office (800) 579-2233

SECTION I. DEFINITIONS

Important: When **You** receive this **Agreement**, read it carefully. **Ensure Part I – Information Page is accurate.** It is **Your** responsibility to notify **Us** if any information is incorrect. Please read all sections carefully and if **You** are unclear about any information, call **American Guardian Warranty Services, Inc. (800) 579-2233**. Any inaccurate information may render the **Agreement** invalid.

- **Agreement or Service Agreement** – means this service **Agreement** that is a Contract between **You** and **Us**.
- **Administrator** – means American Guardian Warranty Services, Inc. (AGWS).
- **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 failures or defects outside the manufacturer's tolerance. It does not mean the gradual reduction in operating performance due to normal wear and use.
- **Authorized Repair Facility** – means the licensed repair shop that has received authorization to begin repairs from the administrator.
- **Cost(s)** – means the usual and fair charges for parts and labor necessary to repair the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts. **Replacement parts will be of like kind and quality and may include new, remanufactured, rebuilt, or used based on the Administrator's option.** Labor time will be reimbursed using nationally recognized labor time standards.
- **Deductible** – means the amount that **You** must pay for covered repairs per visit as shown on the Information Page in the section titled **PLAN TERM AND INFORMATION**.
- **Obligor** – means **American Guardian Warranty Services, Inc. (AGWS)**.

- **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 marketer/seller of this **Agreement** to **You** for the covered **Vehicle** described on the Information Page.
- **You and Your** – means the purchaser shown under the section titled **Purchaser Information** on the Information Page.
- **We, Us or Our** – means American Guardian Warranty Services, Inc. (AGWS).
- **Vehicle** or **Covered Vehicle** – means the **Vehicle** described on the Information Page.

SECTION II. AGREEMENT TERMS AND CONDITIONS

This **Agreement** is between **You** and **Us** and provides the coverages indicated for the time and mileage shown as **Agreement** Term in the section titled **Plan Information** on the Information Page. The Information Page is a part of this **Agreement**.

This **Agreement** shall take effect upon acceptance by American Guardian Warranty Services, Inc. This acceptance may be based on the proposed **Vehicle's** assemblies passing an inspection by an independent inspection facility verifying the assemblies to be in proper working order.

When this **Agreement** and Information Page together are mailed to **You**, coverage is activated on the effective date and mileage requirements on the Information Page under the section titled **VEHICLE INFORMATION**.

The **Obligor** agrees that while this **Agreement** is in effect to authorize and pay **Costs** for covered repairs subject to the exclusions found in the section titled **WHAT IS NOT COVERED BY THIS VEHICLE SERVICE AGREEMENT (EXCLUSIONS)**. Repairs are subject to applicable deductible(s).

SECTION III. HOW CLAIM PAYMENTS ARE MADE

1. **How Claims are Authorized** – 1) Present **Your** service **Agreement**, 2) Authorize the repairer to diagnose the concerns with **Your Vehicle**, 3) Make sure the **Authorized Repair Facility** obtains a repair authorization number from the **Administrator**, to assure proper payment under this **Agreement**.
2. **Payment to Service Facility** – In the event that payment is to be made for **Cost(s)** directly to the **Authorized Repair Facility**, **We** will make payment directly via Visa/MasterCard, American Express or Corporate Check upon receipt of the repair order bearing the

authorization number and **Your** signature, and copies of all sublet bills or receipts.

3. **Payment to You** – In the event that **You** pay for repairs or services authorized by **Us**, the **Administrator** will mail a claim check for **Cost(s)** upon receipt of the paid repair bill bearing the authorization number, and copies of all sublet bills or receipts.

SECTION IV. MECHANICAL COVERAGE

What Is Covered – This coverage supplements the new **Vehicle** warranty provided by the manufacturer of the covered **Vehicle**. **We** will reimburse any **Mechanical Failure** to **Your Vehicle**, less **Your** Deductible except for items listed under the section **WHAT IS NOT COVERED BY THIS VEHICLE SERVICE AGREEMENT (EXCLUSIONS)**. Consult the Information Page in the Section titled **PLAN TERM AND INFORMATION** to verify your deductible amount.

SECTION V. ADDITIONAL BENEFITS

Rental – In the event of a **Breakdown** of a covered part, **You** will be reimbursed for actual expenses incurred for substitute transportation at the maximum daily rate of \$35.00 per day, for five (5) days, not to exceed \$175.00 per occurrence. To qualify for the first day of rental reimbursement the **Vehicle** must be held out of service overnight at the repairer and the covered repairs exceed 4.0 labor hours as defined in the current year'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. To receive reimbursement, **You** must present receipts, including proof of payment, from the licensed rental agency within sixty (60) days of the completion of the covered repairs.

Trip Interruption Assistance – When a covered **Breakdown** disables **Your Vehicle** and the repairs are completed more than 100 miles away from the **Agreement** holder's residence, **We** will reimburse the **Agreement** holder between the date of **Breakdown** and the date on which covered repairs are completed. The **Agreement** holder will be reimbursed for actual expenses up to \$75.00 per day for three (3) days, not to exceed \$225.00 per occurrence. Receipts are required for reimbursement.

Nation Safe Drivers-Roadside Assistance: Nation Safe Drivers benefits are provided for the term of the **Agreement** for up to \$50.00 per

occurrence. **You** are entitled to one (1) Roadside Assistance service per 72-hours.

To receive these benefits, **You** must call Nation Safe Drivers at 1-866-330-7623 and provide **Your** service **Agreement** number, the **Producer Code – 46547 and Your Plan Letter ‘N’**. Roadside Assistance Benefits are only available when the service **Agreement** has been reported and paid to the **Administrator**.

The following benefits are available:

1. **Towing Assistance** – When towing is necessary, the **Covered Vehicle** will be towed to the destination of **Your** choice.
2. **Flat Tire Assistance** – Tire service includes removal of flat tire and its replacement with the **Covered Vehicle’s** spare tire.
3. **Emergency Fluid/Fuel Delivery Service** – An emergency supply of fuel, oil, fluid and water will be delivered to **You** are in immediate need. **You** must pay for the fuel or other fluid when it is delivered.
4. **Battery Service** – If a battery failure occurs, a jump start will be applied to start the **Covered Vehicle**.
5. **Lock-Out Assistance** – If **Your** keys are locked inside of the **Vehicle**, **We** will provide assistance in gaining entrance to the **Vehicle**. Have **Your** membership number ready when **You** call **Nation Safe Drivers toll free at 1-866-330-7623**.

SECTION VI. COMMERCIAL USE

When a surcharge has been paid, the **Administrator** will reimburse for covered repairs subject to the following conditions: **ELIGIBLE VEHICLES:** Passenger cars, trucks, and vans up to and including 1-ton trucks used for route sales and/or route service, inspections, maintenance or repair purposes, carrying tools to a job site, farming, and ranching. For Towing, the **Vehicle** must be equipped with the manufacturer’s installed tow package and not specifically excluded under **INELIGIBLE VEHICLES. ADDITIONALLY, EXTRA MAINTENANCE IS REQUIRED.** The **Agreement** holder must perform the manufacturer’s **SEVERE DUTY** maintenance service requirements and provide receipts showing required maintenance in the event of a claim. **INELIGIBLE VEHICLES:** Multiple-driver **Vehicles** and any **Vehicle** used for commercial hauling, hauling for hire, 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’s specification are also **not eligible**.

SECTION VII. WHAT TO DO IN THE EVENT OF A MECHANICAL FAILURE

1. Protect **Your Vehicle** from further damage.
2. Take **Your Vehicle** to an **Authorized Repair Facility** and have them call the **Administrator** for instructions prior to proceeding with repairs. Failure to contact the **Administrator** before repairs are made will result in the denial of the claim, unless State Law Mandates otherwise.tiffan
3. Present this **Agreement** and required maintenance documents to the **Authorized Repair Facility**.
4. Prior to repairing **Your Vehicle**, **make sure the Authorized Repair Facility obtains an authorization number for covered repairs from the Administrator.**

Contact the **Administrator: AMERICAN GUARDIAN WARRANTY SERVICES, INC., Toll Free 1-800-579-2233.**

5. Authorized claims must be submitted to the **Administrator** in writing within sixty (60) days to be deemed payable.
6. **For repairs after hours or when the Claims Department is closed:** If a **Covered** part has a **Breakdown** at any time outside of Claims Department regular business hours, **You** may:
 - Follow the regular claim procedure as 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 **Costs**.
 - **You** must then contact the **Administrator** on the next available business day after the failure. If the **Administrator** determines that there was a covered **Breakdown**, **We** will reimburse **You** in accordance with the terms and conditions above.

Please note: We do provide 24 hour answering and message service and 24 hour roadside assistance through Nation Safe Drivers.

SECTION VIII. YOUR RESPONSIBILITIES

- To receive the full benefits of this **Agreement**, **You** must at **Your** expense: Perform the manufacturer's recommended maintenance including keeping receipts for services from the date of **Vehicle** purpose. The required receipts would include date, mileage, service performed and service provider. These records may be requested by the **Administrator** for the investigation of a claim.

- It is required that **You** retain the original receipts for service work. If **You** perform **Your** own service, **You** must retain original receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and mileage when the services were performed. In the event of a claim or transfer, **You** will be required to submit these receipts.
- Protect **Your Vehicle** from further damage in the event of a **Mechanical Failure**.
- Contact the **Administrator** for further instructions at 1-800-579-2233.
- To receive payment for **Your** claim, submit the following within 60 days of authorization: a) completed and signed, original repair order; b) proof of payment (include cash register receipt, credit card charge slip, or copy of **Your** personal check); and c) copies of original rental or towing receipts.

SECTION IX. GENERAL PROVISIONS

Limit of Liability: The total of all benefits paid or payable under this **Agreement** shall not exceed the actual cash value of **Your Vehicle** or \$10,000.00, whichever is less. Incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of **Your Vehicle**, loss of time, inconvenience, and commercial loss resulting from the operation or use of **Your Vehicle** is expressly excluded from coverage.

Reinstatement: If this **Agreement** is cancelled, **We** reserve the right to grant or deny a request for reinstatement. If this **Agreement** is reinstated by **Us**, **We** will not be responsible or liable for any **Mechanical Breakdown** to **Your Vehicle** during the period the **Agreement** was cancelled, and for the first thirty (30) days from the effective date of reinstatement. If an **Agreement** is cancelled due to non-payment, the **Agreement** may be reinstated if the entire balance due is received within thirty (30) days of the cancellation date. **We** will only reinstate this **Agreement** one time.

Repair Inspections: **We** reserve the right to inspect **Your Vehicle** to evaluate covered repairs.

Financial Agreements: If this **Agreement** was financed (purchased on a payment plan), the failure to make monthly payments in a timely manner will result in cancellation of this **Agreement**, unless State Law mandates otherwise. Unpaid late fees will also be posted to **Your**

balance due. The funding party shall be entitled to any refund resulting from cancellation for any reason. 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.

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; and 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 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. The refund is subject to a \$50.00 dollar or 10% of the **service Agreement price** (whichever is less) administrative fee, where permitted by state law. In the event of cancellation, the lien holder if any, will be named on the refund check. Important: State Guidelines and Regulations 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. If this **Agreement** is cancelled due to non-payment, no refund will be due. For questions regarding cancellation, call 1-800-962-4720.

Cancellation of This Vehicle Service Agreement: In order to cancel, **You** must do so in writing and mailing **Agreement** to the **Selling Dealer** or **Administrator** along with a notarized statement indicating the odometer reading on the date of the request. The customer shall provide a certified odometer reading at the date of the request. The customer shall provide a certified odometer statement showing the mileage at cancellation. The certified statement can be obtained from a service facility, DMV, or dealership. If the certified odometer reading is not available, cancellation will be based on 1,250 miles per month. **We** may cancel the **Service Agreement** if it was obtained through material misrepresentation, fraud, or non-payment of the **Agreement** price.

Inspections: When an approved independent facility using an AGWS Inspection Form verifies the protected **assemblies** are in proper working condition, **We** will waive the **Pre-Existing Condition** exclusion in this **Agreement**.

Transfer: The manufacturer's warranty including Powertrain when applicable, must transfer to the second owner to obtain coverage under the transfer provision of this **Agreement**. **You** may transfer this **Agreement** to a private party (not a retail vehicle seller) who buys or takes ownership of **Your Vehicle** if **We** receive the following within thirty (30) days of change of ownership.

- Copies of **Your** maintenance records and other receipts that show **Your Vehicle** has received required maintenance and services. **We** reserve the right to reject a transfer of this **Agreement** if required maintenance has not been documented.
- A verifiable copy of documents showing the change of title.
- A photocopy of documents that **You** sent the manufacturer that shows **You** have transferred **Your** manufacturer's warranty, if applicable.
- Make **Your** transfer fee check in the amount of \$100.00 payable to American Guardian Warranty Services, Inc. and mail to Transfer, American Guardian, 800 Roosevelt Road, E-300, Glen Ellyn IL 60137, unless State Law mandates otherwise.
- **NOTE:** In order to be eligible for the transfer option, **Your Agreement** must be paid in full.
- Only the original **Agreement** holder may transfer this **Agreement**. This **Agreement** may only be transferred once.
- **Administrator** reserves the right to deny a transfer.

SECTION X: ARBITRATION

Any controversy or dispute arising out of or relating in any way to this **Agreement** or sale thereof, including the applicability of this arbitration clause and validity of the **Agreement**, shall be resolved by neutral binding arbitration by the National Arbitration Forum (NAF), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues will be decided by the arbitrator.

1. If **You** dispute **Our** determination to deny **You** benefits under this **Agreement**, **You** must submit written notice to **Us** of **Your** intent to arbitrate that dispute no later than sixty (60) days following **Our** determination. **Your** failure to meet this time requirement will prevent **You** from disputing **Our** determination, whether through arbitration or otherwise.
2. The arbitration shall take place in a location near **Your** residence before a single arbitrator selected in accordance with NAF Code of Procedure. NAF rules and forms may be obtained and all claims shall be filed at any NAF office, www.arb-forum.com, or POB 50191, Minneapolis MN 55405. The NAF may be reached at 615-631-1105 or 1-800-474-2371.

3. Except for the filing fee and the cost, **You** may incur to present **Your** case, the cost of the arbitration shall be borne by **Us**, provided that should the arbitrator find that **You** have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration shall be borne by **You**.
4. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
5. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator of the commencement and completion of the arbitration hearing. Neither party may recover punitive or exemplary damage awards in any arbitration proceeding.
6. The **Agreement** to arbitrate will survive the termination of this **Agreement**.

IF THIS **AGREEMENT** IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Please see the section titled **STATE REQUIREMENTS** for other important **Agreement** provisions.

SECTION XI. WHAT IS NOT COVERED BY THIS VEHICLE SERVICE AGREEMENT (EXCLUSIONS)

This Agreement will cover the Cost of any Breakdown not specifically excluded and where permitted by state requirements:

1. **Pre-Existing Condition(s).** When an Appraiser 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, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls or service bulletins.
4. Repairs beyond those required to correct a Breakdown.
5. Any covered repair not authorized in advance by Us.
6. Damage caused by continued operation of an impaired Vehicle.
7. Damage caused by towing of the Vehicle in a manner not consistent with the manufacturer's recommendations.
8. For towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
9. Overloading the Vehicle beyond the manufacturer's recommended capacity.
10. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason.
11. A Breakdown caused by or involving modifications, alterations or additions to Your Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle manufacturer.
12. Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.
13. Repairs made outside the United States and Canada.
14. Repairs made because of: fraud, collision, abuse, negligence, neglect, misuse, abuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God or, loss that is normally covered by Casualty Insurance.
15. The Cost of teardown, disassembly or assembly when a Breakdown is not covered by this Agreement.
16. Repairs that are covered under a repair's guarantee or another Service Agreement Provider's Coverage.
17. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees.
18. The following parts and services are not covered: Service adjustments and cleaning, 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 and PCV. EGR Valve and Oxygen Sensor (except Platinum and Gold Coverage Level). 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 balancing, MacPherson Struts or Suspension Struts, shock absorbers, disc brake pads, brake shoes, brake rotors, brake drums, manual clutch disc/pressure plate, pilot and throw out bearing and clutch slave cylinder, light bulbs, sealed beams exhaust system including catalytic converter(s), storage, freight charges, shop supply charges, miscellaneous charges, document charges, hazardous waste charges, repairs to retrofit or replace components due to compliance with any law or legislation. Glass, body structure, frame, bright metal, bumpers, sheet metal, 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. Wheel covers, vinyl tops, convertible tops and plastic/glass window panels, buttons, knobs, upholstery, trim, carpeting and floor coverings, mats, dash pads, console, air bag(s), seat belts, side view and rear view mirror housing and reflector glass, vanity mirror, audio/video headphones, radar detectors, cellular phones, CB radio, internet access systems, GPS, manufacturer installed satellite communications and service transceiver and controls. Non-manufacturer installed Internet, satellite and navigation systems, anti-theft devices, radios, cassette, CD, DVD, VCR players, their monitors and controls, graphic equalizer, amplifier and speakers, TV.

WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

Where permitted by State Law, (See State Requirements) 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.

SECTION XII. 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 ~~ENTIRE~~ Agreement between us. No change or modification to the written terms is valid.
- The 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 be applied to reduce any unpaid, outstanding balance on a financed Vehicle Service Agreement.

ALL STATES:

~~Our~~ obligations are guaranteed by an insurance policy (No. 3312) 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.**

~~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 Agreement** is purchased. Venue is then deferred to the state's requirements.