

The finance company/lienholder must hold a power of attorney in order to cancel the service for nonpayment.

Platinum – Service Agreement

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

ADMINISTRATIVE OFFICES: P.O. Box 3538 – Glen Ellyn, IL 60138

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 the **Administrator** at (800) 579-2233. Any inaccurate information may render the **Agreement** invalid.

- **Agreement, Service Agreement or Contract** – means this **Service Agreement** that is a **Contract** between **You** and **Us**.
- **Administrator** – means **American Guardian Warranty Services, Inc. (AGWS), P.O. Box 3538, Glen Ellyn, IL 60138 (800) 579-2233** except in the State of Florida where **We, Us, or Our** means **American Guardian Warranty Services of Florida, Inc., P.O. Box 3538, Glen Ellyn, IL 60138 (800) 579-2233 (FL License #60116)** the **Administrator** who is identified as the **Agreement Obligor** on the **Information Page** of this **Agreement**.
- **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)** except in the State of Florida where the **Obligor** is **American Guardian Warranty Services of Florida, Inc. (FL License #60116)**.
- **Pre-Existing Condition** – means a condition or **Breakdown** that occurred before **Your** purchase of the **Agreement**.
- **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. P.O. Box 3538, Glen Ellyn, IL 60138 (800) 579-2233** except in the State of Florida where **We, Us, Our** means **American Guardian Warranty Services of Florida, Inc., P.O. Box 3538, Glen Ellyn, IL 60138 (800) 579-2233 (FL License #60116)** the **Administrator** who is identified as the **Agreement Obligor** on the Information Page of this **Agreement**.
- **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 part of this **Agreement**.

This **Agreement** shall take effect upon acceptance by the **Administrator**. 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**, and 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 the **Cost** of 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. OPTIONAL COVERAGE

COMMERCIAL USE: When indicated on the Information Page and 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 VI. 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. After the first day of rental, each additional day of rental requires the covered repairs to exceed 4.0 labor hours per additional day 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 nationally recognized rental agency and receipts are required for reimbursement. To receive reimbursement, **You** must present a rental agreement signed by **You**, including proof of payment receipt, from the nationally recognized 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**.

Emergency Reimbursement Benefit-In the event that you file a claim against **Your** collision/comprehensive insurance policy for collision or emergency repairs to the covered **Vehicle**, **We** will reimburse **You** up to \$250 towards **Your** out of pocket deductible obligation. This benefit is limited to one occurrence during the term of this **Agreement**. Coverage is only available for new claims occurring after the expiration of the 30 day/1,000 mile waiting period.

In order to make a claim you must provide the following documents: 1) A written statement detailing the incident and a copy of the police report if you received one; 2) A copy of your proof of insurance-declaration page; 3) A copy of the covered **Vehicle's**

current registration; 4) A copy of the repair bill for services paid by **your** insurance company and signed by **You**; and 5) Proof of **your** payment for **your** out of pocket deductible.

The **Administrator** reserves the right to request other documents to verify **Your** claim. All documents must be received within 60 days of the original date of loss. No deductible applies to this benefit.

SECTION VII. INSURANCE STATEMENT

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**.

SECTION VIII. 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.
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 Toll Free at 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 IX. 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 purchase. 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. This may require **You** to turn off your vehicle and have it towed.
- Contact the **Administrator** for further instructions at 1-800-579-2233.
- To receive payment for **Your** claim, submit the following within sixty (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 X. GENERAL PROVISIONS

Limit of Liability: The total of all benefits paid or payable under this Agreement shall not exceed \$15,000.00.

Reinstatement: If this Agreement is canceled, **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 canceled, and for the first thirty (30) days from the effective date of reinstatement. If an Agreement is canceled 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.

Payment Plan Agreements: If this Agreement was 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 payment plan on an **Agreement**.

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 canceled 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 canceled 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 administrative fee, where permitted by state law. 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 canceled due to non-payment, no refund will be due. For questions regarding cancellation, call (800) 579-2233.

Cancellation of This Vehicle Service Agreement: In order to cancel, **You** must mail the **Agreement** to the **Selling Dealer** or **Administrator** along with a written statement of intent to cancel and 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 **Agreement** if it was obtained through material misrepresentation, fraud, or for 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**. **Proof of the inspection is required.**

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 AGWS/AGWSF and mail to Transfer Administrator P.O. Box 3538 Glen Ellyn IL 60138, 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 XI: ARBITRATION

You agree that any claim, dispute or controversy relating to this agreement or the relationships which result from this agreement, no matter against whom made, including the applicability of this arbitration clause and the validity of the entire agreement, shall be resolved by neutral binding arbitration by the American Arbitration Association, under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which you appear will take place at a location near your residence. Rules and forms of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Telephone: (877) 495-4185; Website: www.adr.org. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.

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

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

1. **Pre-Existing Condition(s).** Any **Vehicle** found not to be in good mechanical order at the time this **Agreement** is placed on the **Vehicle**.
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 the Vehicle in a manner not consistent with the manufacturer's recommendations.
 8. Overloading the Vehicle beyond the manufacturer's recommended capacity.
 9. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the vehicle has been driven for whatever reason.
 10. 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.
 11. A Breakdown caused by or related to towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
 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 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.
 15. The Cost of teardown, disassembly or assembly when a Breakdown is not covered by this Agreement.
 16. Repairs that are covered under a repairer'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. Service adjustments and cleaning, reprogramming not related to the repair of a covered Breakdown, alignment not related to a covered repair. Carburetor, and throttle body. Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered component. Batteries, all belts, all hoses, all lines, all filters, oxygen sensor, EGR valve and PCV. Evaporative control devices: bypass valve and solenoid, gas cap, canister vent and purge valve, air pump, charcoal canister, leak detection pump. Ignition wires, distributor cap, spark plugs, glow plugs, tune ups, wiper blades, tires, wheels, wheel covers, wheel balancing, MacPherson Struts or Suspension Struts, shock absorbers, disc brake pads, brake shoes, brake rotors, brake drums, manual clutch disc/pressure plate, pilot and throw out bearing and clutch slave cylinder, light bulbs, sealed beams, HID & LED bulbs and lenses, exhaust system including catalytic converter(s). Storage, freight charges, shop supply charges, miscellaneous charges, document charges, hazardous waste charges, repairs to retrofit or replace components due to compliance with any law or legislation.
 19. Glass, body structure, frame, bright metal, bumpers, sheet metal. Exterior door handles, hinges, 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, upholstery, trim, carpeting and floor coverings, mats, dash pads, console, air bag(s), seat belts, side view and rear view mirror housing and glass, vanity mirror, audio/video headphones, radar detectors, cellular phones, CB radio, internet access systems, GPS, satellite communications, navigation systems, service transceiver and controls. Anti-theft devices, radios, cassette, CD, DVD, VCR players, their monitors and controls, graphic equalizer, amplifier and speakers, TV. Fasteners unless required for the repair of a covered component.
- 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 while owned by You.
2. You rent Your Vehicle to someone else.
3. Your Vehicle is used for business, deliveries, construction, commercial hauling, postal service, taxi, police or other emergency services.
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 XIII. 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 Vehicle Service Agreement purchased on a payment plan.

MARKETING SAMPLE