Claims Administrator:
American Guardian Warranty Services, Inc.
PO Box 768 Warrenville, IL 60555
800.579.2233
agwsinc.com

Agreement No.

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Registration Page

I. Customer Information

Last Name | First Name | MI

Address

City | State | Zip

Phone | E-mail

II. Dealer Information

Name

Address

City | State | Zip

Phone | E-mail

III. Vehicle Information

Year | Make | Model | Purchase Date | Current Mileage

Vehicle Purchase Price | Vehicle Identification Number (VIN)

SAMPLE

LIFETIME ENGINE LIMITED WARRANTY

This LIMITED WARRANTY is provided to YOU by the SELLING DEALER at no separate charge from the VEHICLE and is between YOU and the OBLIGOR. No change or modification to the written terms outlined herein is valid.

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS.

LIMITED WARRANTY EXPIRATION: THIS LIFETIME ENGINE LIMITED WARRANTY BEGINS ON THE VEHICLE PURCHASE DATE AND FROM THE MILEAGE ON THE ODOMETER AT THE TIME OF SALE. THIS LIMITED WARRANTY SHALL END WHEN YOU NO LONGER OWN THE VEHICLE.

I. WHAT IS COVERED

During the effective term of this LIMITED WARRANTY and before the LIMITED WARRANTY EXPIRATION, WE will pay the COST of any covered BREAKDOWN to those items expressly listed within COVERED COMPONENTS below less YOUR DEDUCTIBLE.

COVERED COMPONENTS (Includes only those items listed in 1 through 3 below)

1. ENGINE: Cylinder block and cylinder head(s), all internal lubricated parts including pistons, piston rings, wrist pins, connecting rods, rod and main bearings, crankshaft, camshaft(s) and bearings, followers, lifters, pushrods, rocker arms, rocker shafts and bushings, balance shafts, valves, valve seats, valve guides, valve springs and retainers, oil pump, oil pump pick up and drive, water pump.
2. SEALS AND GASKETS COVERAGE: Seal and Gasket coverage included for the powertrain components listed above.
3. TAXES and FLUIDS: Associated state and local taxes and necessary fluids to complete authorized repairs where applicable.

II. ADDITIONAL COVERAGE

TOWING: If towing assistance becomes necessary due to the BREAKDOWN of a COVERED COMPONENT, WE will reimburse YOU for reasonable towing charges up to one hundred dollars ($100) per occurrence. Any reimbursement shall be for actual towing charges in excess of any reimbursement YOU receive from the manufacturer, road club or insurance company. To obtain reimbursement, YOU must provide US with verifiable receipts when requested. The receipt must clearly identify YOU, YOUR VEHICLE with the VEHICLE Identification Number, the service date, mileage at the time of service, the description of the service provided, and the name, address and telephone number of the service provider. Failure to provide a verifiable receipt for towing will result in the denial of towing coverage.

III. WHAT TO DO IF REPAIRS ARE NEEDED

If YOUR VEHICLE has a BREAKDOWN, YOU must use all reasonable means to protect YOUR VEHICLE from further damage. In case of a BREAKDOWN within twenty (20) miles of the SELLING DEALER, YOU must return YOUR VEHICLE to the SELLING DEALER to receive any benefits under this LIMITED WARRANTY. If YOUR VEHICLE has a BREAKDOWN more than twenty (20) miles from the SELLING DEALER, deliver YOUR VEHICLE to a repairer and authorize diagnosis. Failure to protect YOUR VEHICLE from further damage resulting from continued operation is not covered by this LIMITED WARRANTY. CONTACT the ADMINISTRATOR, toll-free, at (800) 579-2233 or at www.agwsinc.com. PRIOR AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE BEGINNING ANY REPAIRS COVERED BY THIS LIMITED WARRANTY.

IV. TERMS AND CONDITIONS

DEFINITIONS

- ADMINISTRATOR – means American Guardian Warranty Services, Inc., PO Box 768, Warrenville, IL 60555, (800) 579-2233, agwsinc.com.
- BREAKDOWN – means the failure of an original or replacement part to perform its function as it was designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's tolerance. It does not mean the gradual reduction in operating performance due to normal wear and use.
- COST, REPAIR COST – means the usual and fair charges for parts and labor necessary to repair COVERED COMPONENTS. Replacement of any COVERED COMPONENT 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.
- COVERED COMPONENT – means a part of an assembly expressly listed in Section I. WHAT IS COVERED that is eligible for coverage, subject to the terms and conditions of this LIMITED WARRANTY.
- DEDUCTIBLE – means the amount YOU must pay, per repair visit, against the COST of repair of COVERED COMPONENTS; which is $200 per repair visit.
- LIMITED WARRANTY – means this seller's limited warranty document which conveys certain benefits to YOU.
- LIMITED WARRANTY EXPIRATION – means when YOU no longer own the VEHICLE, the VEHICLE is damaged resulting in total loss or required maintenance is not performed as required by the vehicle manufacturer.
- OBLIGOR, OUR, US, WE – means American Guardian Warranty Services, Inc., PO BOX 768, Warrenville, IL 60555, (800) 579-2233.
- SELLING DEALER, DEALER – means the DEALER named in the information section of this LIMITED WARRANTY.
- VEHICLE – means YOUR VEHICLE identified in the VEHICLE Information section of this LIMITED WARRANTY.
- VEHICLE PURCHASE DATE – means the date YOU purchased the VEHICLE and received this seller's LIMITED WARRANTY from the SELLING DEALER.
- YOU, YOUR, PURCHASER – is the individual person named on the registration page of this LIMITED WARRANTY.

OUR RESPONSIBILITIES

Subject to the DEDUCTIBLE, exclusions and limit of liability, the ADMINISTRATOR agrees to pay the COST of necessary repairs to COVERED COMPONENTS. The ADMINISTRATOR reserves the right to inspect YOUR VEHICLE to evaluate a BREAKDOWN for coverage.

YOUR RESPONSIBILITIES IN CASE OF A MECHANICAL BREAKDOWN

If YOU experience a BREAKDOWN YOU agree to:

- Safely pull YOUR VEHICLE off the road and shut down the engine immediately when the oil warning light/gauge or the temperature warning light/gauge indicates a problem.
- Use all reasonable means to protect YOUR VEHICLE from further damage.
- Follow the instructions outlined in Section III – WHAT TO DO IF REPAIRS ARE NEEDED.
- Authorize the repairer to perform necessary diagnostic work and provide them with YOUR "teardown authorization" so they can provide an accurate diagnosis and estimate of repairs to the ADMINISTRATOR.
- Furnish the ADMINISTRATOR with such information as may reasonably be required.
- Allow the ADMINISTRATOR to examine YOUR VEHICLE if asked to do so.
- Repair COST must be authorized by the ADMINISTRATOR prior to beginning any repairs covered by this LIMITED WARRANTY.

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MAINTENANCE: YOUR RESPONSIBILITIES FOR RECORDS AND RECEIPTS

YOU must perform the manufacturer's recommended maintenance as outlined in the VEHICLE Owner's Manual published by the VEHICLE's Manufacturer or other similar manual providing the same servicing information for YOUR make and model VEHICLE. YOU must keep all receipts from the date of purchase of YOUR VEHICLE. YOU must furnish US with verifiable receipts if WE request them. Each receipt must clearly identify YOU, YOUR VEHICLE with the VEHICLE Identification Number, the service date, mileage at the time of service, the description of the service provided, and the name, address and telephone number of the service provider. Failure to provide verifiable receipts of required maintenance may result in the denial of coverage.

EXCLUSIONS – WHAT IS NOT COVERED

The following items are not covered:

- Damage to a COVERED COMPONENT caused by the failure of a component not listed as covered under this LIMITED WARRANTY.
- 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.
- Repairs beyond those required to correct a BREAKDOWN.
- Any covered repair not authorized in advance by US.
- Damage caused by continued operation of an impaired VEHICLE.
- Damage caused by towing the VEHICLE in a manner not consistent with the manufacturer's recommendations.
- Overloading the VEHICLE beyond the manufacturer's recommended capacity.
- Repairs when YOUR VEHICLE's odometer does not reflect the true mileage of the VEHICLE.
- 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.
- For towing a trailer or another vehicle unless YOUR VEHICLE was equipped by the manufacturer for that purpose.
- Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, electrolysis, oil consumption, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.
- Repairs made outside the United States and Canada.
- 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.
- The cost of teardown, disassembly or assembly when a BREAKDOWN is not covered by this LIMITED WARRANTY.
- Repairs that are covered under a repairer's guarantee.
- Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of VEHICLE use, commercial loss, punitive or exemplary damages, court costs or attorney fees.
- Service adjustments and cleaning, reprogramming not related to the repair of a covered BREAKDOWN, alignment not related to a covered BREAKDOWN. Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered BREAKDOWN. Batteries, timing belt, accessory drive belt(s), all hoses, all filters. Ignition wires, distributor cap, spark plugs, glow plugs, tune up, manual clutch disc/pressure plate, pilot and throw out bearing and clutch slave cylinder, exhaust system including exhaust manifolds and catalytic converter(s), intake manifold, timing chain cover, valve covers, fluid transfer pipes, 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.

Where permitted by State Law, this LIMITED WARRANTY provides no benefits or coverage and WE have no obligation under this LIMITED WARRANTY if:

- The VEHICLE odometer fails to register or record actual mileage for any reason while owned by YOU.
- YOU rent YOUR VEHICLE to someone else.
- YOUR VEHICLE is used for business, deliveries, construction, commercial hauling, postal service, taxi, livery, ride share/ride hailing, transport for hire, police or other emergency services.
- YOUR VEHICLE is used for snow plowing, competition or speed events.
- YOU make fraudulent representations when presenting a claim under this LIMITED WARRANTY.
- YOUR VEHICLE is identified as a Gray Market Vehicle or branded as: Total Loss, Salvaged, Rebuilt, Flood Damaged, or where the odometer reading is beyond mechanical limits.

LIMIT OF LIABILITY – COVERED MECHANICAL BREAKDOWNS

The total of all benefits payable under this LIMITED WARRANTY are limited to the actual cash value (ACV) of the VEHICLE at the time of loss or $5,000, whichever is less. The NADA Used Car Guide for Retail Value will be used to determine the actual cash value (ACV) of YOUR VEHICLE.

LIMITATIONS OF IMPLIED WARRANTY

ALL IMPLIED WARRANTIES WHICH MAY ARISE UNDER STATE LAW, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY AND DO NOT COVER INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. WHEN A BREAKDOWN IS COVERED BY AN INSURANCE POLICY, VEHICLE SERVICE CONTRACT, MANUFACTURER CERTIFICATION PROGRAM, OR ANY WARRANTY

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FROM THE MANUFACTURER, SUCH AS EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES, OR A REPAIRER'S GUARANTEE WARRANTY, THEN COVERAGE WILL NOT APPLY. FURTHER, COVERAGE UNDER THIS LIMITED WARRANTY IS SIMILARLY LIMITED IN THE EVENT OF A BREAKDOWN IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING PUBLIC RECALLS AND FACTORY SERVICE BULLETINS. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

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 (unless another neutral organization is agreed upon by the parties), 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 related to arbitration may be obtained by contacting the Administrator at 1-800-579-2233 or via written request to Administrator, P.O. Box 768, Warrenville, Illinois 60555. 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.

CANCELLATION AND TRANSFER

This LIMITED WARRANTY is Non-Cancelable and Non-Transferable.

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