

**MOTOR HOME/TOWABLE/TRAILER TIRE & WHEEL SERVICE CONTRACT PROTECTION
AGREEMENT TERMS, CONDITIONS AND CLAIM PROCEDURES**

TIRE & WHEEL COVERAGE

In the event a tire or wheel attached to the Covered Vehicle is damaged by a Road Hazard or as a result of operational or structural failure due to a defect in material or workmanship, this Agreement will reimburse You for the approved Costs associated with the repair or replacement of the damaged tire and/or wheel subject to the terms and conditions outlined herein. This Agreement also provides coverage for the tow Vehicle of a trailer or towable when the damage occurs while the trailer or towable is being towed.

1. If the tire and/or wheel can be repaired, Administrator will reimburse You for the approved costs associated with the repair including mounting, balancing, valve stems and taxes.
2. If the tire cannot be repaired or the wheel is damaged to the extent it fails to seal with the tire, Administrator will reimburse You for (1) an approved replacement tire and/or wheel of like, kind and quality up to three hundred fifty dollars (\$350) per tire and six hundred dollars (\$600) per wheel and (2) the approved costs associated with the replacement including mounting, balancing, and valve stems, up to twenty dollars (\$20) collectively, and taxes.
3. We will reimburse You up to fifty dollars (\$50) for any towing expenses incurred in connection with a covered repair.
4. Replacement or aftermarket tires and wheels meeting the Covered Vehicle's manufacturer's size specifications will be covered for the remainder of the Agreement.

Tire & Wheel Limitations

1. This Agreement is only valid if purchased at the time of the sale of the Vehicle to You.
2. **Tread Depth Requirement:** Covered Vehicle's tires must have a minimum of 3/32" tread depth at the lowest point on the tire at the time of damage.
3. **Term:** The term of the Agreement begins on the sale date of the Agreement and expires at the end of the term selected on the front of the Agreement.
4. **Cost** means the usual and fair charges for parts and labor necessary to repair a covered tire or wheel. **Replacement may be made with new, used, remanufactured or an allowance for like kind and quality at the discretion of the Administrator.**
5. **Owner Responsibilities:** Maintain air pressure at Covered Vehicle's/tire manufacturer's recommended levels and perform all manufacturer recommended and preventative maintenance, including alignments, rotations and balancing. Check tires periodically for (1) tread depth less than 3/32", (2) improper wear and (3) dry rot. Replace any tire with any of these conditions.
6. Road Hazards are defined as debris on a public roadway such as nails, glass, potholes, rocks, tree limbs or any other object or condition not normally found in the roadway. **Road conditions (such as uneven lanes or metal plates) found in construction zones or construction sites are not considered a covered Road Hazard. Damage or accidents caused by these conditions is not covered should be reported to Your automobile insurance company.**
7. **Deductible:** There is no deductible associated with this Agreement.
8. **Payment Terms:** Agreement Purchase Price is due and payable at the time of sale of the Agreement. Payment may also be incorporated into the Registered Customer's Finance Agreement/Retail Installment Contract.
9. **Used Vehicle Coverage. PROGRAM COVERAGE FOR A USED VEHICLE BEGINS THIRTY (30) DAYS AFTER THE SALE DATE OF THE AGREEMENT. CONTACT TERMS ARE EXTENDED BY 30 DAYS TO ACCOMMODATE NON-COVERAGE DURING THE 30 DAY WAITING PERIOD. USED VEHICLES ARE DEFINED AS VEHICLES THAT HAVE BEEN PREVIOUSLY TITLED.**
10. **Limit of Liability:** During the term of this Agreement, the Aggregate Limit of Liability shall be \$10,000.00.

Transfer Procedure

You may transfer this Agreement at the time of the Covered Vehicle's resale to an individual, subject to a \$100 transfer fee made payable to Administrator, P.O. Box 3538, Glen Ellyn, Illinois 60137, within thirty (30) days of the Covered Vehicle's resale date. Copies of the front of the Agreement, the new registered title and bill of sale are required by Administrator to process the transfer request. This Agreement is not transferable to another vehicle.

Claim Procedure

Call Administrator at 800-579-2233 for a claim authorization number PRIOR to initiating a covered repair. Administrator's claim hours are 8:00 am – 6:00 pm CT Monday through Friday. Repairs during non-business hours MUST be reported the following business day. The Administrator, at its sole discretion, has the right to inspect or require photographs of any tire/wheel prior to paying any claim benefit. Administrator has the right to require that the Covered Vehicle be present during inspection. In the event the damaged tire/wheel is not available for inspection, there will be no claim benefit payable under this Agreement. **For reimbursement, Registered Customer must submit a copy of (1) the Agreement; (2) claim authorization number; (3) invoice and receipts indicating repair/replacement and tread depth, and (4) a completed claim form (to be provided by Administrator at the time of claim initiation) to Administrator via mail at P.O. Box 3538, Glen Ellyn, Illinois 60138 or via facsimile at (630) 790-6009 or via email to claims@agwarranty.com.** Administrator has the right to reasonably request any other documents or information

necessary to process the claim. Replacement parts may consist of non-original manufacturer's parts. Administrator reserves the right to void the Agreement or deny claims at any time due to misuse, fraud or misrepresentation. This is a reimbursement program for the repair/replacement of tires and/or wheels damaged due to a covered road hazard.

Non-Covered Expenses

Where permitted by state law, the following are not covered: Any and all fines. Snow tire or chain mounting or removal. Towing by unlicensed service stations or garages. Second tows. Rental/replacement vehicles. Vehicle storage charges. Service on vehicles in unsafe condition for service or towing. Failures resulting from normal wear and tear. No reimbursement is provided for service or towing on roads not regularly maintained. Tire/wheel accessories. Environmental fees. Shop supplies. Nitrogen filling for tires. Alignments or mechanical adjustments to the Covered Vehicle. Shipping associated with the damaged tire/wheel or replacement tire/wheel. Hazardous waste fees. Disposal Fees.

Limited Agreement Exclusions

Where permitted by state law, the following are not covered: Tire or wheel damage occurring outside the United States, its territories, or Canada. Any Covered Vehicle involved in an accident. Any towing cost not related to the repair/replacement of a tire/wheel damaged due to a covered road hazard. Tires with less than 3/32" tread depth at the lowest point on the tire, cosmetic damage such as scratches, nicks, etc., damage due to curb impact, sidewall damage, broken tire belts, operator error, abnormal wear, weather cracking, tread separation, dry rot, fixed object impact or vandalism. Damage exacerbated by continued use of a damaged tire/wheel after initial occurrence of damage. Consequential damages. Recapped tires and racing tires. Acts of God, terrorism, war, civil disobedience, flood or fire. Damages caused by or occurring on roads not regularly maintained. Commercial vehicles. Any tire or wheel damage covered by (1) Your primary insurance provider, (2) a manufacturer's or tire distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway. Administrator will not accept bills for reimbursement on unauthorized claims, authorized claims without a claim authorization number or claims not filed within ninety (90) days of the date the damage occurs. This Agreement does not cover pre-existing damage, conditions or wear.

Cancellation Procedures

You may cancel this Agreement at any time. Agreements cancelled by You within sixty (60) days of the Agreement Purchase Date are eligible for a 100% refund of the Agreement Purchase Price less any claims paid. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. Agreements cancelled by You after sixty (60) days are eligible for a pro-rata refund upon the time expired from the Agreement Sale Date less a processing fee in the amount of the lesser of (a) ten percent (10%) of the pro-rata refund or (b) fifty dollars (\$50). The refund amount will be payable to You or the financial institution/lienholder, where applicable. All cancellation requests must be made in writing, signed by You and received by Administrator at P.O. Box 3538, Glen Ellyn, Illinois 60138.

1. We may cancel this Agreement: (1) if there has been a material misrepresentation or fraud by You at the time of sale of the Agreement; (2) for non-payment of the Agreement Purchase Price, in which case We shall provide You notice of the cancellation by certified mail. The refund will be based upon the months remaining relative to the original Agreement and figured on a 100% pro-rata basis.

2. The lienholder will be named on the check when financing had been provided for the Agreement's premium. In the event of repossession or total loss, the lienholder may request cancellation of this Agreement and shall be the sole named payee.

Insurance Statement

Obligations of the Provider under this Agreement are guaranteed under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206. If the Agreement benefit or refund is not provided by Administrator within sixty (60) days after all claim requirements have been met, You may apply for reimbursement directly to Virginia Surety Company, Inc. via the address or phone number listed above.

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.**

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.

State Amendatory Language

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

Alabama: Cancellation or administrative fees may not exceed \$25.00. TERMS AND CONDITIONS SECTION "CANCELLATION" is amended to include: The \$50.00 Administrative Fee is replaced with a \$25.00 Administrative Fee. The cancellation provision of the **Agreement** is deleted and replaced by the following: If **You** return this **Agreement** within thirty (30) days of the date of this **Agreement** and if no claim has been made under this **Agreement** prior to its return to **Us**, this **Agreement** is void and **We** shall refund to **You** the full purchase price of this **Agreement**. Any refund due to **You** may be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to **You**. This right to void **Your** account is not transferable, and applies only to the original **Agreement** purchaser. In the event **You** make a written demand for cancellation of this **Agreement** pursuant to the terms of this **Agreement**, **We** shall refund to **You** the unearned portion of the full purchase price of this **Agreement**, including the unearned portion of any premium paid for any applicable reimbursement insurance policy. The refund will be based on the unearned pro-rata premium, which is the greater usage of miles or months from the commencement of the **Agreement** term in relation to the maximum **Agreement** term. **We** will provide written notice five (5) days prior to cancellation stating the reason for and the effective date of cancellation. Notice is not required if cancellation is due to nonpayment or material misrepresentation by **You**.

Arizona: Cancellation: To cancel **Your** policy, contact the Obligor, AGWS, at 800-579-2233. No claim incurred or paid will be deducted from the amount of the cancellation refund. **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**." Arbitration: If **We** and **You** do not agree on the amount of damages, either party may make a written demand for arbitration. Provided **You** and **We** BOTH agree TO SUCH ARBITRATION, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, **We** may request that selection be made by a judge of a Court having jurisdiction. Each party will pay the expenses they incur and bear the expenses of the third party arbitrator equally. A decision agreed to by two of the arbitrators will be binding. 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. The Cancellation provisions of this agreement shall be completed in accordance with California law, including: Cancellation by **You**: If **You** provide notice of cancellation to **Us** within the first sixty (60) days after receipt of the Contract for a new Vehicle or thirty (30) days for a used Vehicle, the full Agreement Purchase Price, as identified on the Information Page, shall be refunded to **You**. If **You** provide notice of cancellation to **Us** within the first sixty (60) days after receipt of the Contract for a new Vehicle or thirty (30) days for a used Vehicle and a claim has been made under this **Agreement**, the greater of elapsed time or the retail value of claims paid shall be made to **You**. No administration