

1. **TERM AND CONTRACT:** This **Contract Application**, upon acceptance by **GWC**, will be **Your Contract**, in effect as of the date accepted by **Us**, and shall remain in force until the expiration of either the time or mileage limitations identified on the face of this **Contract**, whichever occurs first. **We** reserve the right to accept or refuse any **Contract Application**. Any claims made after the expiration of this **Contract** shall be denied without regard to the date of the **Mechanical Breakdown**.
2. **VEHICLE:** This means **Your Vehicle** described on the face of this **Contract**.
3. **COVERAGE:** **We** agree to repair or replace a **Stated Covered Component** of **Your Vehicle** as a result of a **Mechanical Breakdown** arising out of the normal use of **Your Vehicle**. **We** agree to repair or replace, or reimburse **You** the cost, less **Your** deductible, provided that **We** have given prior authorization before repairs begin. **Stated Component Coverage** means the repairing or replacement of any **Stated Components** that have failed as a result of a **Mechanical Breakdown** and is approved, in advance, by the **Administrator**.
4. **PARTS:** Replacement of **Stated Covered Components** may be made with parts of like, kind, or quality and may be new, remanufactured, rebuilt, exchanged, or serviceable used components as are customarily used in the automobile industry and approved by the **Administrator**.
5. **LABOR:** Labor charges shall be based on the current Motor's Labor Guide and hourly rates shall be within accepted industry standards.
6. **YOUR DEDUCTIBLE:** **You** shall pay as determined by the selection **You** have chosen on the face of this **Contract Application** per repair visit. A standard \$100.00 deductible will apply if no box is checked. If selected by **You**, an optional \$50.00 deductible or an optional \$0 deductible will apply per repair visit. Optional buy-down must be paid for in advance.
7. **LIMITS OF LIABILITY:** **Our** obligations under this **Contract** shall cease when the cumulative benefits paid or payable under this **Contract** exceed the average value of **Your Vehicle** at the time of loss as determined by the current N.A.D.A. retail price, or the selling price of the **Vehicle**, whichever is less. **We** shall not be responsible for lost wages, lost time, loss of use, commercial loss, or any other consequential or incidental damages. These exclusions may not apply to **You**. State law varies. **We** shall not be responsible for any liability arising from damage to property, or for injury or death of any person arising out of the operation, maintenance, or use of **Your Vehicle** whether or not related to a **Mechanical Breakdown**. **We** are not responsible for faulty parts or labor provided by others during the course of a covered repair.
8. **RIGHTS OF RECOVERY:** If **You** receive any benefits under this **Contract**, **GWC** will be entitled to all **Your** rights of recovery against any vehicle manufacturer, repair facility, or any other party who may be responsible to **You** for any costs covered by this **Contract** or for any claims paid by **Us**. This includes any cost or benefit for which a vehicle manufacturer has announced its responsibility including public recalls or technical service bulletins. **You** agree to assist **Us** in enforcing these rights and to cooperate with **Us** in any matters concerning this **Contract** and **Our** rights of recovery.
9. **EXCLUSIONS - WHAT IS NOT COVERED:** This **Contract** provides no benefits and **GWC** has no obligation under the terms and conditions set forth for what is not covered herein listed below.
 - Any **Mechanical Breakdown** costs covered by a manufacturer's warranty, recall, factory technical service bulletins, or any other **Mechanical Breakdown** coverage that would assume responsibility for any cost or benefit contained within the terms and conditions of this **Contract**.
 - Repair or replacement of any **Stated Covered Component** when it has been determined that the condition existed prior to the purchase of this **Contract**.
 - Repair or replacement of any **Stated Covered Component** when the **Mechanical Breakdown** information provided by **You**, or the repair facility, can not be verified as accurate or is found to be deceptively inaccurate by the **Administrator**.
 - Any **Stated Covered Component** which has not experienced a **Mechanical Breakdown** but which a repair facility recommends to be repaired or replaced.
 - Repairs without the **Administrator's** prior authorization and issuance of a claim authorization number.
 - Repairs to **Stated Covered Components** caused by the failure of a non-covered component.
 - Any **Mechanical Breakdown** caused by contamination of or lack of proper levels of fuel, coolants, lubricants, or fluids. This includes fluid leaks.
 - Air conditioning refrigerants and any retrofit process.
 - Sales tax.
 - Commercial vehicles, including but not limited to, private contractor, taxi, police and fire, emergency vehicles, vehicles greater than one ton capacity, rental vehicles, commercial towing, high cube vans, vehicles equipped with snow plows, dump beds, hoisting or lifting accessories attached.
 - Altered or customized vehicles beyond original factory specifications, including but not limited to, oversized and undersized tires, raised or lowered suspension or frame kits.
 - **Mechanical Breakdown** damage resulting from improper previous repairs.
 - Repairs required because of collision, modification, abuse, overheating, fire, theft, freezing, vandalism, Acts of God, or any loss that is insurable under standard physical damage coverage whether or not such insurance may be in force with **Your Vehicle**.
 - **Mechanical Breakdown** arising out of negligence or the continued operation of an impaired **Vehicle**.
 - Excessive oil consumption, loss of compression, or gradual reduction in performance not associated with a failure of a **Covered Component**.
10. **CLAIMS PROCEDURES:** In the event of **Mechanical Breakdown**, **You** agree to take immediate action to protect **Your Vehicle** from further damage and to do the following:
 - Take **Your Vehicle** to a licensed and reputable repair facility.
 - If **Your Vehicle** can not be driven without further damage, **You** should call 1-866-293-3543 for roadside assistance and towing. This service is available 24 hours a day – 7 days a week.
 - If **You** require assistance in locating a repair facility, contact **GWC** claims department at 1-800-482-7357 to obtain a referral to a **GWC** preferred repair facility.
 - **DIAGNOSTICS AND AUTHORIZATION:** Before any repairs begin, **Your** mechanic must contact **Us** before **You** approve any diagnostics and / or teardown to verify that **Your Contract** is in force and valid. **Your** repair facility will provide **Us** with the nature of the repairs, estimated parts, and labor charges. Provided that the repair is covered by this **Contract**, **GWC** will issue a Claim Authorization Number and cover diagnostic charges appropriate to the authorized repair not to exceed one (1) labor hour at the agreed hourly labor rate of the repair facility. **DO NOT HAVE ANY WORK DONE ON YOUR VEHICLE UNTIL A CLAIMS AUTHORIZATION NUMBER IS ISSUED TO YOUR REPAIR FACILITY BY GWC.** **GWC** reserves the right to inspect **Your Vehicle** before any repairs begin. In addition, **GWC** reserves the right to move **Your Vehicle** to a repair facility of **Our** choice.
 - **DOCUMENTATION:** **Our** Claim Authorization Number must appear on all invoices and supporting documents submitted to **GWC** for payment. In addition, **You** must supply the following information on all approved repair orders:
 1. Repair facility name, address, and phone number with area code,
 2. **Your** name, address, and phone number with area code,
 3. **Your Vehicle** description, Year, Make, Model, VIN #, and current mileage,
 4. Mechanic or technician's name,
 5. A detailed estimate or repair order of the **Mechanical Breakdown**.
11. **YOUR OBLIGATIONS:** In addition to the other provisions of this **Contract**, **You** must:
 - Acknowledge at time of sale and by the signing of this **Contract Application** that **Your Vehicle** is in good working order.
 - Make sure that all gauges, odometer, and warning sensors and lights are working properly at all times. Always monitor **Your Vehicle's** gauges and warning lights and in case of a problem, find the first safe place and pull **Your Vehicle** to the side of the road.
 - In order to receive coverage and benefits under the terms and conditions of this **Contract** **You** will, at your expense, maintain **Your Vehicle** according to the vehicle manufacturer's specifications including, but not limited to, scheduled oil changes, transmission fluid changes, differential fluid changes, fluid level checks and refilling when required, and lubrication of the steering components and suspension.
 - Prior to authorizing any repairs for failure of a **Stated Component**, **We** reserve the right to require proof of routine scheduled maintenance as outlined above.
 - **Your Vehicle's** odometer must be functional at all times.
12. **RENTAL CAR COVERAGE:** In the event that the **Mechanical Breakdown** of a **Stated Covered Component** requires repair facility labor in excess of eight (8) hours, **We** will provide car rental reimbursement of no more than \$25.00 per day for a total of no more than four (4) days. Delays caused by unavailability of parts, shipping, repair facility schedules, or other factors do not qualify for rental reimbursement.
13. **TRANSFER:** This **Contract** is transferable one time and for the duration of the original term to a subsequent purchaser of **Your Vehicle** upon **Our** receipt of a written transfer request from **You**. There is a transfer fee of \$100.00. This **Contract** can not be transferred to another vehicle. In the event that **We** do not receive proper notice this **Contract** shall become null and void.
14. **CANCELLATION AND REFUNDS:** Only in the event that **Your Vehicle** is declared a total loss by **Your** insurance company insuring **Your Vehicle**, or if **Your Vehicle** is validly repossessed by the **Contract Holder's** Lender, will **We** and the **Selling Dealer** refund a portion of the **Contract** price. **We** shall refund a portion of the amount received by **Us** from the **Selling Dealer** to **You** or the **Lien Holder**. **We** shall calculate the amount to be returned by **Us** by prorating the amount paid to **Us** by the **Selling Dealer** based on the remaining time or mileage on **Your Contract** and deducting any claims paid by **Us** and a \$25.00 service charge. All cancellation requests must be made through the **Selling Dealer**. Cancellation terms and conditions vary by state and Lien Holder. Ford Motor Credit and General Motors Acceptance Corp. cancellation policies are listed on **Your** copy of the special state requirements and disclosure page attached.
15. **SPECIAL STATE REQUIREMENTS AND DISCLOSURES PAGE:** Certain states that **GWC** administers **Vehicle Service Contracts** in require that **We** provide **You** with additional specific requirements and disclosures. In addition, these states require that some of the terms and conditions of this **Contract** be amended from the standard text contained herein. These additional terms and conditions are listed alphabetically by state on the last page of this **Contract**. They will apply to **You**, if **You** purchased **Your Vehicle** and this **Contract** in one of the states listed.

F - 07 - E SPECIAL STATE REQUIREMENTS / DISCLOSURES (See reverse side for additional states)**IMPORTANT DEFINITIONS -YOU should understand the following terms which are BOLD FACED throughout this Contract Application**

1. **Administrator** means Guardian Warranty Corporation. You will be sent an identification card upon acceptance of this **Contract Application** by the **Administrator**.
2. **Coverage Choice** means the **Choice of Coverage** You have made being either **Powertrain, Standard, or Comprehensive, Gold Standard, or Gold Comprehensive**.
3. **Deductible** means the amount that You will need to pay as determined by the selection You made on the front of this **Contract Application** per repair visit. A standard \$100.00 deductible will apply if no box is checked. If selected, an optional \$50.00 or an optional \$0 deductible will apply per repair visit only if paid for.
4. **Covered Repair** means the repairing or replacement of any **Stated Components** that have failed as a result of a **Mechanical Breakdown** and is approved by the **Administrator** in advance.
5. **Stated Component Coverage** means those items specifically listed on the face of this Contract Application under **Powertrain, Standard, Comprehensive, Gold Standard, or Gold Comprehensive Coverage**. If an item is not specifically listed then the item is not covered.
6. **We, Us, Our, and GWC** means the **Administrator** or in a **Dealer Obligor** designated state it means the **Selling Dealer**. See **Special State Requirements / Disclosures**.

Furthermore, it is understood and agreed to between You and Us that: The **Administrator**, at their sole discretion, reserves the right to cancel this **Contract** due to any material misrepresentation or fraud at time of sale or anytime thereafter, and/or if it is determined that the **Vehicle** does not meet our underwriting criteria, and/or non-payment or partial payment by the **Selling Dealer** for this **Contract**, and/or the **Customer** has failed to maintain the **Vehicle** as per the manufacturer's recommendations and as a result of this negligence creates a **Mechanical Breakdown**. In the event of an **Administrator** imposed cancellation, the refund amount will be calculated by pro-rating the amount paid to **Us** by the **Dealer** based on the remaining time or mileage on the **Contract** and deducting any claims paid by **Us** and a \$25.00 service charge. It is acknowledged by **You** and **Us** that the **Selling Dealer** has no authority to change, amend, or otherwise modify any terms or conditions of this **Contract**.

As made part of this Contract, the following Special State Requirements / Disclosures will apply if You purchased Your Vehicle in any of these states: Alabama, Connecticut, Georgia, Illinois, Indiana, Louisiana, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Rhode Island, South Carolina, Vermont, Virginia, and West Virginia or if you financed the purchase of Your Vehicle and this GWC Contract through General Motors Acceptance Corporation (GMAC) or Ford Motor Credit Corporation (FMCC) or any finance subsidiaries of GMAC or FMCC in any of these listed states.

Our obligations to perform under this **Contract** are **Insured** by Global International Insurance Company, Inc. (RRG). If the **Administrator** fails to pay a valid claim under this **Contract** within sixty (60) days after **You** have filed proof of the claim with the **Administrator**, then **You** may make a direct claim against Global International Insurance Company, Inc. (RRG) by writing to Global International Insurance Company, Inc. (RRG), 1501 Wilson Blvd. Suite 1110 Arlington, VA 22209 (703) 812-8425 and include a copy of this **Contract** and a copy of the paid repair order.

ALABAMA: The following sentence is added to # 10 - Cancellation (On reverse side of **Contract**) - A ten percent (10%) penalty per month will be added to any refund that is not paid or credited within forty-five (45) days after the **Selling Dealer** receives **Your** request for cancellation. If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale. In such a case, the **Contract** will be void and the **We** will refund to **You** the full amount of the purchase price of this **Contract**. This right to void the **Contract** is not transferable and applies only to the original **Contract** holder. If **You** cancel this **Contract** otherwise, **You** will be provided a pro-rata refund less a \$25.00 cancellation fee and less any claims that have been paid.

CONNECTICUT: Connecticut Public Act 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of motor vehicles as follows:

Used Vehicles with a sale price of \$3,000 but less than \$5,000	Used Vehicles with a sale price of \$5,000 or more
Provides Coverage for 30 days or 1,500 miles, whichever occurs first.	Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by the law. If so, the following is added to this **Contract**: In addition to the Dealer Warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the Dealer Warranty period and provides protection after the Dealer Warranty has expired. **You** have been charged separately only for this **Contract**. The required Dealer Warranty is provided free of charge. Furthermore, the Definitions, **Coverages**, and Exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required Dealer Warranty.

GEORGIA: Our obligations under this **Contract** are guaranteed by an insurance policy issued by Global International Insurance Company, Inc. (RRG), 1501 Wilson Blvd., Suite 1110 Arlington, VA 22209. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company. CANCELLATION SECTION: **We** may not cancel this **Contract** except for fraud, material misrepresentation, or non-payment by **You**, for violation of any terms and conditions of this **Contract**, or if required to do so by any regulatory authority. Notice of such cancellation must be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Georgia Code. Refunds will be based on the excess of the consideration paid for this **Contract** above the customary short rate for the expired term of the **Contract**. If this **Contract** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** price paid upon written notice of cancellation. If this **Contract** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan and the date coverage begins. In the event of cancellation, the **Lien Holder**, if any, will be named on a cancellation refund check as their interest may appear. Cancellation is amended to delete the twenty-five dollar (\$25.00) administrative fee. If **You** have canceled this Agreement and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the **Application**.

ILLINOIS: The following sentences replace # 10 - Cancellation (On reverse side of **Contract**) - **You** may cancel this **Contract**. The cancellation fee will be the lesser of ten percent (10%) of the **Contract** price or twenty-five dollars (\$25.00). **You** may cancel this **Contract** within thirty (30) days after the purchase, if no service has been provided, and receive a full refund of the amount paid for the **Contract** less the cancellation fee. **You** may cancel this **Contract** for the unexpired term of the **Contract**, based on the number of elapsed months, less the value of any services received and the cancellation fee.

INDIANA: **Your** proof of payment to the issuing dealer for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**.

LOUISIANA / MAINE: The definition of "**We**," "**Us**," "**Our**," or "**GWC**" on the front page of this **Contract** is replaced with the following:

- "**We**," "**Us**," "**Our**," or "**GWC**" means the **Selling Dealer**. This **Contract** is between **You** and the **Dealer** with **GWC** being the **Administrator** of this **Contract**.

MARYLAND: The definition of "**We**," "**Us**," "**Our**," or "**The Guardian Warranty Corporation**" on the front page of this **Contract** is replaced with the following:

- "**We**," "**Us**," "**Our**," or "**Guardian Warranty Corporation**" refers to **G.W.C., Co. a/k/a Guardian Warranty Corp.** "**G.W.C.**" is the **Administrator** of this **Contract**.

The following is added to the face of this **Contract Application**: **Expiration Date:** _____ **Expiration Mileage:** _____

MASSACHUSETTS: NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used Vehicles with less than 40,000 miles at the time of sale	Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides Coverage for 90 days or 3,750 miles, whichever occurs first.	Provides Coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale	
Provides Coverage for 30 days or 1,250 miles, whichever occurs first.	

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the Dealer Warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the Dealer Warranty period and provides protection after the Dealer Warranty has expired. **You** have been charged separately only for this **Contract**. The required Dealer Warranty is provided free of charge. Furthermore, the Definitions, **Coverages**, and Exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required Dealer Warranty.

MICHIGAN: If the performance of this **Contract** is interrupted because of strike or work stoppage at **Our** place of business, the effective period of the **Contract** shall be extended for the period of the strike or work stoppage.

NEW HAMPSHIRE: The definition of “We,” “Us,” “Our”, or “GWC” on the front page of this **Contract** is replaced with the following:

- “We,” “Us”, “Our”, or “GWC” means the Selling Dealer. This **Contract** is between **You** and the Dealer with **GWC** being the **Administrator** of this **Contract**.

To transfer this **Contract**, the following must be submitted to the **Administrator** within 30 days of the change of ownership to a subsequent individual purchaser: 1. Original **Contract** and Application; and 2. Name and Address of new owner; date of sale to new owner, and current mileage. **We** will not charge any transfer fee. If this **Contract** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan and the date **Coverage** begins. There is no cancellation fee charged to **You**. In the event of cancellation, the **Lien Holder**, if any, will be named on a cancellation refund check as their interests may appear. In the event that **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or phone 1-800-852-3416 or 1-603-271-2261.

NEW JERSEY: The definition of “We,” “Us”, “Our”, or “GWC” on the front page of this **Contract** is replaced with the following:

- “We,” “Us”, “Our”, or “GWC” means the Selling Dealer. This **Contract** is between **You** and the Dealer with **GWC** being the **Administrator** of this **Contract**.

NEW YORK: Section 198b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used Vehicles with 36,000 miles or less at time of sale

Provides **Coverage** for 90 days or 4,000 miles, whichever occurs first.

Used Vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale

Provides **Coverage** for 60 days or 3,000 miles, whichever occurs first.

Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale

Provides **Coverage** for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the Dealer Warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the Dealer Warranty period and provides protection after the Dealer Warranty has expired. **You** have been charged separately only for this **Contract**. The required Dealer Warranty is provided free of charge. Furthermore, the Definitions, **Coverages**, and Exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required Dealer Warranty. If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale. In such a case, the **Contract** will be void and the **We** will refund to **You** the full amount of the purchase price of this **Contract**. This right to void the **Contract** is not transferable and applies only to the original **Contract** holder. If **You** cancel this **Contract** otherwise, **You** will be provided a pro-rata refund less a \$25.00 cancellation fee and less any claims that have been paid. **You** may return this **Contract** by mailing it to the attention of the **Administrator** at the address listed on the face of this **Contract**. If **We** do not pay the refund before the 30th day after the date of cancellation by **Us**, **We** are liable to the **Contract** holder for a penalty not to exceed ten percent (10%) of the amount outstanding per month. The aforementioned cancellation provisions only apply to the original purchaser of the **Contract** and is not transferable.

NORTH CAROLINA: There shall be added to the first page of this **Contract** in the applicant's signature area just above the signature line the following: “**THE PURCHASE OF THIS CONTRACT IS NOT REQUIRED EITHER TO PURCHASE OR TO OBTAIN FINANCING FOR A MOTOR VEHICLE**”. If this **Contract** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan and the date coverage begins less an administration fee of twenty-five dollars (\$25) or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the **Lien Holder**, if any, will be named on a cancellation refund check as their interest may appear. This **Contract** will not be cancelled by **Us** unless there is a direct violation by the **Contract** holder as stated in the **Contract**.

RHODE ISLAND: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used Vehicles with 36,000 miles or less at time of sale

Provides **Coverage** for 90 days or 4,000 miles, whichever occurs first

Used Vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale

Provides **Coverage** for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the Dealer Warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the Dealer Warranty period and provides protection after the Dealer Warranty has expired. **You** have been charged separately only for this **Contract**. The required Dealer Warranty is provided free of charge. Furthermore, the Definitions, **Coverages**, and Exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required Dealer Warranty.

SOUTH CAROLINA: If this **Contract** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan and the date **Coverage** begins. In the event of cancellation, the **Lien Holder**, if any, will be named on a cancellation refund check as their interest may appear. If the provider does not resolve such matters within sixty (60) days of proof of loss, **You** may contact the South Carolina Department of Insurance, 112 Marion Street, Columbia, SC 29201 or P.O. Box 100105, Columbia, SC 29202-3105 or telephone at (803) 737-6231.

VERMONT: Act 109 Section 4253 - 2c states that “No **Service Contract** sold or offered for sale to a consumer in this state shall fail to contain the authorization of the original **Service Contract** holder to return the **Contract** within twenty (20) days of receipt of the **Contract** if no claim has been made under the **Contract** and obtain a refund of the full purchase price of the **Contract**”. This **Contract** does not provide **Coverage** for personal injury including bodily injury, property damage, (except as otherwise specifically stated in the **Contract**.) and attorney fees.

VIRGINIA: The definition of “We,” “Us” and “Our” under **Important Definitions** on the front page of this **Contract** is replaced with the following: “**We**,” “**Us**” and “**Our**” refers to Guardian Warranty Corp. **Notice to Dealer - Dealers are not permitted to sell vehicle sales Contracts on leased vehicles pursuant to the provisions of administrative letters 1982-10 and 1982-16.** **We** do not cover loss due to fraud, dishonesty, or any criminal act.

WEST VIRGINIA: **You** may cancel this **Contract** at any time within the first ninety (90) days after the **Contract** purchase date by contacting the **Selling Dealer**. After that ninety (90) day period, this **Contract** may be canceled only by **Us** or the **Lien Holder** as specified herein.

FORD MOTOR CREDIT CORPORATION CUSTOMERS: **You**, **FMCC**, or the **Dealer** may request a refund at any time during the term of the **Contract**. The selling **Dealer** and **Us** agree to refund the full purchase price to **You**, less any claims, if cancelled within the first thirty (30) days from the date of purchase. After sixty (60) days, **We** shall calculate the amount to be returned by **Us** by prorating the amount paid to **Us** by the **Dealer** based on the remaining time or mileage on the **Contract** and deducting any claims paid by **Us** and a \$25.00 administrative fee. In the event of a cancellation, **FMCC** will be named on the cancellation check as their interest may appear. All cancellation requests must be requested through the selling **Dealer**.

GENERAL MOTORS ACCEPTANCE CORPORATION CUSTOMERS: **You**, **GMAC**, or the **Dealer** may request a refund at any time during the term of the **Contract**. The selling **Dealer** and **Us** agree to refund the full purchase price to **You**, less any claims, if cancelled within the first thirty (30) days from the date of purchase. After sixty (60) days, **We** shall calculate the amount to be returned by **Us** by prorating the amount paid to **Us** by the **Dealer** based on the remaining time or mileage on the **Contract** and deducting any claims paid by **Us** and a \$25.00 administrative fee. In the event of a cancellation, **GMAC** will be named on the cancellation check as their interest may appear. All cancellation requests must be requested through the selling **Dealer**.

GUARDIAN 24 HOUR / 7 DAY ROADSIDE ASSISTANCE AND TOWING INSTRUCTIONS IN THE EVENT OF A BREAKDOWN

In the event that Your **Vehicle** becomes disabled, please call TOLL-FREE 1-866-293-3543. Your **MEMBER NUMBER** is the Guardian Contract Number listed on Your Acceptance Card. You are covered under “**PLAN U**” - Code 44240. Please have this information ready for the customer service representative when the call is made. You are covered for the following items during the term of Your **Contract** until expiration:

- **EMERGENCY ROAD SERVICE AND TOWING:** You are covered up to \$35 for road service and up to \$50 per towing disablement (Up to 25 Miles).
- **BATTERY SERVICE:** If battery fails, a jump-start will be applied to **Your Vehicle**.
- **FLAT TIRE ASSISTANCE:** Due to a flat or damaged tire, a service vehicle will be dispatched to change the spare from the tire mount to the wheel axle.
- **LOCK-OUT SERVICE:** If **You** should happen to lose or lock **Your** keys inside **Your Vehicle**, a locksmith or service vehicle will be dispatched accordingly.
- **FUEL / FLUID DELIVERY:** If **Your Vehicle** requires an emergency supply of gasoline, diesel fuel, oil, coolant, or water. **You** are responsible for the costs of materials used.

All customer benefits are limited to five (5) service calls for the duration of the **Contract**. Other limitations may apply.