

**USED VEHICLE
LIMITED WARRANTY**



**AMERICAN AUTO GUARDIAN, INC.
(888) 442-2886**

DECLARATION

VEHICLE PURCHASER	Vehicle Purchaser		Agreement Number LW	
	Address		Telephone	
	City	State	ZIP Code	
VEHICLE	Vehicle Purchase Date		Odometer Reading at Purchase Date	Vehicle Identification Number (VIN)
	Year	Make	Model	
DEALER INFORMATION	Dealer Name		Dealer Code	Telephone
	Address			
	City	State	ZIP Code	
LIENHOLDER INFORMATION	Lienholder Name			Telephone
	Address			
	City	State	ZIP Code	

COVERAGE: <input checked="" type="checkbox"/> POWERTRAIN (LWP 07B)	DEDUCTIBLE: <input checked="" type="checkbox"/> \$100
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TERM: <input checked="" type="checkbox"/> 12 MONTHS / 12,000 MILES	OPTION: <input type="checkbox"/> 4WD / AWD
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USED VEHICLE MILEAGE: <input type="checkbox"/> 0 – 100,000 <input type="checkbox"/> 100,001 – 125,000
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PARTIES TO THE CONTRACT: This Agreement is a LIMITED WARRANTY and constitutes an agreement between the issuing dealer and the VEHICLE purchaser. PLEASE READ IT CAREFULLY, as it contains the entire agreement between YOU and US, and takes precedence over any oral or written statements made to YOU with respect to the coverage to which YOU are entitled.

ELIGIBILITY REQUIREMENTS: Only those VEHICLES that are eligible as set forth in this LIMITED WARRANTY qualify for this program. If the VEHICLE is not eligible, then this LIMITED WARRANTY is void.

SPECIAL NOTICE: This LIMITED WARRANTY is provided at NO COST to the Vehicle purchaser. This LIMITED WARRANTY cannot be canceled or transferred by the VEHICLE purchaser.

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A. DEFINITIONS

ADMINISTRATOR: means American Auto Guardian, Inc. In this administrative capacity, American Auto Guardian, Inc. has no liability to YOU under this LIMITED WARRANTY.

BREAKDOWN: means any COVERED PART(S) that fails to perform the function it was intended to perform due to a mechanical defect or fails to perform within manufacturer's specifications.

COVERED PART(S): means individual items specifically listed under Section E in this LIMITED WARRANTY.

DEDUCTIBLE: means the amount indicated on the Declaration Page that YOU must pay per visit for covered repairs. YOUR deductible is one hundred dollars (\$100.00) per visit for repairs covered by this LIMITED WARRANTY.

LIMITED WARRANTY: means this LIMITED WARRANTY that YOU received with the VEHICLE.

TERM: means twelve (12) months or 12,000 miles, whichever comes first, from VEHICLE's purchase date.

VEHICLE: means an automobile, truck or van upon its second or subsequent retail sale that is not over eight (8) years old (current plus seven calendar years) immediately preceding the LIMITED WARRANTY'S effective date. Measured from the proposed LIMITED WARRANTY'S effective date, USED VEHICLES older than eight (8) years do not qualify for any coverage, nor do USED VEHICLES with odometers reading in excess of the USED VEHICLE mileage selected on the Declaration Page. If no mileage is selected, then the USED VEHICLE mileage limit is 100,000 miles.

WE, US, or OUR: means the dealer who sells the VEHICLE to YOU and issues this LIMITED WARRANTY.

YOU, YOUR: means the VEHICLE purchaser indicated on the Declaration Page.

B. LIMITS OF LIABILITY

THE DOLLAR TOTAL OF ALL BENEFITS PAID OR PAYABLE UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE PURCHASE PRICE OF THE VEHICLE PAID BY THE ORIGINAL PURCHASER OF THIS LIMITED WARRANTY. THE TOTAL DOLLAR BENEFITS PAYABLE FOR ANY SINGLE REPAIR OR REPLACEMENT SHALL NOT EXCEED THE CASH VALUE OF THE VEHICLE IMMEDIATELY PRIOR TO BREAKDOWN AS DETERMINED BY THE MOST RECENT NATIONAL AUTO RESEARCH BLACK BOOK FOR AN AVERAGE VEHICLE.

THE LIABILITY OF ANYONE PERFORMING UNDER THIS LIMITED WARRANTY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THIS LIMITED WARRANTY OR BREACH OF ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, ARISING BY OPERATION OF LAW BY VIRTUE OF PERFORMANCE UNDER THIS LIMITED WARRANTY, IS EXPRESSLY EXCLUDED. SUCH INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, AND COMMERCIAL LOSS.

THESE LIMITATIONS AND EXCLUSIONS OF LIABILITY APPLY ONLY TO THE EXTENT ALLOWED BY LAW.

C. OTHER LIMITED WARRANTIES, SERVICE CONTRACTS OR INSURANCE POLICIES

If more than one limited warranty, service contract or insurance policy can be applied to a BREAKDOWN, coverage under this LIMITED WARRANTY shall be excess over all other coverage, whether valid or collectible.

D. OUR RESPONSIBILITIES

WE will repair or replace any COVERED PART, which breaks down (subject to the DEDUCTIBLE). If YOU are unable to return YOUR VEHICLE to the issuing dealer for repair or replacement, follow the procedure described in Section I. WE will reimburse YOU for pre-authorized expenses incurred for the repair or replacement of the COVERED PART(S).

Reasonable expenses are not to exceed the manufacturer's suggested retail price for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time as published in a national labor time guide. (See Section E for a list of Covered Parts.) Replacement may be made with a part, which is of a kind and quality compatible, with the original design specifications and wear tolerances of YOUR VEHICLE.

E. LIST OF COVERED PARTS

COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW.

Powertrain Coverage:

1. **Engine:** All internal lubricated parts: engine block; engine head(s); exhaust manifold; expansion plugs; intake manifold; mounts; oil pan; super charger; timing belt or chain; turbo charger; valve cover(s); water pump; seals and gaskets.
2. **Transmission:** (Including Transfer Case if Four Wheel Drive): All internal lubricated parts within the transmission and transfer case: cooler lines (metal); mounts; throttle valve cable; torque converter; transmission and transfer case housing; vacuum modulator; seals and gaskets.
3. **Front/Rear Wheel Drive:** All internal lubricated parts within the drive/trans-axle assembly including: axles and axle shafts; constant velocity joints (but not constant velocity boots or related failures); drive/trans-axle housing; drive shaft support; front hub bearings; front hub locking assemblies (four wheel drive); propeller shafts; universal joints; seals and gaskets.

F. EVENTS WHICH ARE NOT COVERED

This LIMITED WARRANTY does not cover the following:

1. Repairs and/or replacements not authorized by US are not covered.
2. Scheduled maintenance, adjustments and wear items including: audio-visual systems including television, DVD, VCR and other video equipment, batteries, body and trim items, active, passive or supplemental restraint systems, belts, brake drums and rotors, cellular phone, exhaust system, friction materials, glass, convertible top, global positioning satellite (GPS) system including OnStar, perimeter warning systems, infrared vision systems, hoses, light bulbs, manual transmission clutch disc lining, throw out bearing and pressure plate, spark plugs and ignition wires, tires, water leaks, noises, wheel balancing, and wiper blades are not covered. Filters, lubricants, coolants and refrigerants will be covered only if replacement is required in connection with a BREAKDOWN.
3. Any equipment not installed by the manufacturer is not covered.
4. A BREAKDOWN that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged, or that the manufacturer will repair at its expense, is not covered.
5. Any replacement part supplied by anyone but the manufacturer of YOUR VEHICLE is not covered, unless it is of a kind and quality compatible with the design specification and wear tolerance of the VEHICLE's manufacturer.

6. Vehicles in excess of one-ton or with dual rear wheels or with a fifth wheel, or which are equipped for plowing or towing or with diesel engines are not covered.
7. Vehicles not certified for sale in the United States at the time of manufacture are not covered.
8. A BREAKDOWN caused by negligence, misuse, improper servicing, or failure by YOU to perform required services is not covered or a BREAKDOWN caused by the lack of proper and necessary amounts of coolants or lubricants is not covered.
9. A BREAKDOWN caused by sludging of oil is not covered.
10. A BREAKDOWN caused by accident, civil commotion or riot, collision or upset, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events is not covered.
11. Any VEHICLE used commercially, for delivery purposes, rental, livery, taxi, or any other type of emergency vehicle or used for competitive or off road racing is not covered.
12. Any VEHICLE used for towing in excess of what is recommended by the manufacturer.
13. A BREAKDOWN of any part is not covered if, while owned by YOU, the odometer has been tampered with or has been disconnected. If YOU have not promptly repaired a defective odometer, this limitation applies and this LIMITED WARRANTY is void.
14. A gradual reduction in operating performance where a mechanical breakdown has not occurred is not covered. This includes, but is not limited to, valve and ring repairs designed to improve engine compression or reduce oil consumption. However, a covered component not operating within manufacturer's specifications is covered.
15. A BREAKDOWN or a mechanical problem, which existed prior to, or was caused by a condition known to YOU, prior to the LIMITED WARRANTY's purchase date, is not covered.
16. A BREAKDOWN caused by alterations to the VEHICLE that affect the operation of a COVERED PART is not covered. This includes, but is not limited to, exhaust headers, oversized tires, suspension lift kits and turbo-chargers.
17. A BREAKDOWN or repair occurring outside of the United States, its territories, possessions, or Canada is not covered.
18. A BREAKDOWN caused by the failure of a non-covered part is not covered.
19. Components or parts, which have not failed or resulted in a BREAKDOWN, but which due to recommendation of the manufacturer or the repair facility, require repair or replacement are not covered.
20. Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists is not covered.
21. Any VEHICLE designed to use alternative fuels (including, but not limited to: LPG, CNG, methanol, and electric).

G. ADDITIONAL COVERAGES
SUBSTITUTE TRANSPORTATION COVERAGE

If YOUR VEHICLE requires repair due to a BREAKDOWN of a part covered by YOUR CONTRACT, even when that part is covered by a factory warranty, and YOUR VEHICLE is required to be in a repair facility overnight, WE will reimburse YOU for actual substitute transportation expenses. This benefit will be at a rate of up to thirty-five dollars (\$35.00) per day for each day YOUR VEHICLE is undergoing covered repairs for a maximum of seven (7) days. A valid licensed rental agencies' or auto dealers' invoice is required for reimbursement.

TOWING COVERAGE

If YOUR VEHICLE requires towing due to a BREAKDOWN of a part covered by this CONTRACT, WE will reimburse YOU up to seventy-five dollars (\$75.00) for each covered BREAKDOWN. Valid licensed towing agencies', auto dealers' or repair facilities' receipts are required for reimbursement.

H. YOUR RESPONSIBILITIES

In order for YOU to maintain the benefits of the coverage as indicated on the Declaration Page, YOU must follow the procedures listed below. If YOU fail to follow the listed procedures and YOUR failure causes a BREAKDOWN, YOU will be denied coverage.

1. YOU must reasonably protect YOUR VEHICLE from further damage. Failure to do so will cause any additional loss to become YOUR responsibility.
2. Obtain a claim approval reference number from the ADMINISTRATOR prior to repairing, replacing or cleaning any parts. Failure to do so may result in a reduction or denial of coverage.
3. YOU must save all sales receipts, invoices or work orders showing the date, mileage, a description of YOUR VEHICLE, and the services performed, including parts and fluids used to complete these services. Failure to provide proof of required servicing may result in a reduction or denial of coverage.

I. HOW TO SUBMIT A CLAIM

1. Take the VEHICLE to the Selling Dealer.
2. If it is not possible or practicable to return the VEHICLE to the Selling Dealer, YOU or the repair facility must call the ADMINISTRATOR at the toll-free number listed under Section I for approval prior to repairing or cleaning any parts. An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the ADMINISTRATOR has not issued a claim approval reference number prior to repairing or cleaning any parts.
3. YOU must show US or the repair facility all sales receipts, invoices, or work orders showing that the VEHICLE has been properly serviced or maintained.
4. Pay the applicable DEDUCTIBLE. Within thirty (30) days of the repair, YOU or the repair facility must furnish the ADMINISTRATOR with copies of the repair orders and other requested receipts or documents. YOU or the repair facility must submit an explanation of the BREAKDOWN and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in YOUR name and must show the date(s), VEHICLE description, mileage (if applicable) and YOUR LIMITED WARRANTY number.
5. Claims submitted without a claim approval reference number assigned prior to the repair may result in the reduction or denial of coverage.

J. ADMINISTRATOR'S RESPONSIBILITIES

Although OUR ADMINISTRATOR has no liability to you under this LIMITED WARRANTY, WE have authorized OUR ADMINISTRATOR to help YOU in matters regarding this LIMITED WARRANTY. OUR ADMINISTRATOR is responsible for verifying all the information provided by YOU, US, or another repair facility. If YOU are on the road or unable to reach US, call the number listed below.

IN CASE OF BREAKDOWN CALL: AMERICAN AUTO GUARDIAN, INC. For claims, please contact the ADMINISTRATOR at **(888) 306-7115**.

K. SUBROGATION PROVISION

In the event that coverage is provided under this LIMITED WARRANTY after YOU are made whole, WE shall be subrogated to all the rights YOU may have to recover against any person or organization arising out of any safety defect which is subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment consent decree or other settlement; and YOU shall execute and deliver instruments and paper and do whatever is necessary to secure such rights. YOU shall do nothing to prejudice those rights. Further, all amounts recovered by YOU for which YOU have received benefits under this LIMITED WARRANTY shall belong to, and be paid to US up to the amount of benefits paid under this LIMITED WARRANTY.