



1 CUSTOMER INFORMATION/COVERED VEHICLE/SELLING DEALER			
CUSTOMER'S NAME		E-MAIL ADDRESS	
STREET ADDRESS		CITY, STATE, AND ZIP CODE	
AREA CODE AND TELEPHONE NUMBER		DRIVER'S LICENSE NUMBER	
YEAR, MAKE AND MODEL OF VEHICLE	MODEL NUMBER	VEHICLE IDENTIFICATION NUMBER	
MANUFACTURER'S IN-SERVICE DATE	AGREEMENT PURCHASE DATE	CURRENT MILEAGE	
NAME OF SELLING DEALER		ADDRESS OF SELLING DEALER	
TELEPHONE NUMBER OF SELLING DEALER		DEALER AUTHORIZED SIGNATURE	
LIENHOLDER OR LESSOR		LIENHOLDER'S OR LESSOR'S ADDRESS	
CUSTOMER'S SIGNATURE	I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON THE FRONT AND REVERSE SIDE OF THIS AGREEMENT.		DATE OF SALE

2 DEDUCTIBLE AMOUNT If no deductible amount has been entered, the \$100 Deductible will apply.

Deductible Amount Per Repair Visit

3 TIME & MILEAGE

This extended service agreement begins on the **Manufacturer's In-Service Date** and at odometer miles "0". This extended service agreement ends when the Months indicated below from the **Manufacturer's In-Service Date** is reached or when the Miles indicated below are registered on the odometer, whichever occurs first.

Months Miles

4 CHECK SPECIFICATIONS WHICH APPLY TO COVERED VEHICLE

DIESEL 2X4 TWO WHEEL DRIVE ALL WHEEL DRIVE
 SUPER/TURBOCHARGER 4X4 FOUR WHEEL DRIVE SUPER HIGH OUTPUT

5 ADDITIONAL BENEFITS

Substitute Transportation: In the event of a breakdown of a covered component, you may be eligible for substitute transportation reimbursement. Such expense shall be limited to \$30.00 per calendar day, a 5 day maximum, not to exceed \$150.00 per occurrence. To qualify for reimbursement, the covered vehicle must be retained by the repairing facility overnight. Reimbursement for substitute transportation shall not continue beyond the day on which repairs are completed and you are notified of completion. Valid rental agencies or automobile dealerships' receipts will be required for reimbursement.

24 Hour Roadside Service: In the event the covered vehicle requires any of the following emergency services: (1) gasoline up to two gallons, (2) flat tire change, (3) battery jump start, (4) locked-out assistance, or (5) towing, the costs of services not payable by insurance will be covered up to \$150.00 per occurrence, if the service is provided by calling the phone number listed on this agreement.

6 EXTENDED SERVICE AGREEMENT PRICE \$ _____

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED EITHER TO PURCHASE OR TO OBTAIN FINANCING FOR A MOTOR VEHICLE.

ANY MODIFICATION, ALTERATION, OR CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS EXTENDED SERVICE AGREEMENT IS INVALID AND OF NO FORCE OR EFFECT.

MAINTENANCE RESPONSIBILITIES: Failure to perform the manufacturer's recommended maintenance will result in loss of your protection under this extended service agreement. Maintenance records from the date of sale supported by receipts indicating dates, mileage and services performed must be kept by the purchaser or subsequent owner of this extended service agreement and made available to the Administrator or Selling Dealer on request.

WHAT TO DO IF REPAIRS ARE NEEDED: During the period of your manufacturer's New Vehicle Warranty: contact the Selling Dealer. After the Expiration of Your Manufacturer's New Vehicle Warranty and if your vehicle is within forty (40) miles of the Selling Dealer, please deliver your vehicle to the Selling Dealer at the address shown above. If your vehicle is more than forty (40) miles from the Selling Dealer, call 1-800-540-5404 for instructions before you deliver your vehicle to a repairing facility. To ensure coverage under the terms of this extended service agreement, authorization on behalf of the Administrator must be obtained prior to teardown or repair. Call the toll free number listed below between the hours of 7:00 a.m. - 7:00 p.m., Monday - Friday, C.T. and 9:00 a.m. - 3:30 p.m. on Saturdays, C.T. If repairs covered by this extended service agreement are required outside normal business hours (i.e., on a weekend or holiday) you should deliver your vehicle to an authorized repair facility and have the necessary repairs performed on your vehicle at a reasonable and customary charge for the repairs. On the next business day you should report the repairs by calling the toll free number listed below. To obtain a reimbursement for such emergency repairs, you should mail a copy of your extended service agreement and your repair order to P.O. Box 130745, Dallas, Texas 75313-0745, ATTN: Hendrick Autoguard, Inc. Claims Department.

**AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS...PLEASE CALL:
NATIONWIDE 1-800-540-5404**

WHAT IS COVERED: After the expiration of the manufacturer's new vehicle warranty and before the expiration of this extended service agreement, upon payment of the deductible amount per repair visit noted on the front of this extended service agreement, necessary mechanical repairs to your vehicle, except for items listed under **"WHAT IS NOT COVERED"** will be made. **At the Administrator's option, replacement parts used at the time of breakdown may include new, remanufactured, used or non-original equipment manufacturer parts.** As part of the Roadside Service described in Section 5, assistance in arranging hotel, airline and car reservations is available in connection with a Roadside Service in accordance with this agreement.

WHAT IS NOT COVERED: This extended service agreement does not cover the following:

Incidental or consequential damages or loss including property damage, personal injury, inconvenience, loss of vehicle use, damage to a covered part by a non-covered part and damage to a non-covered part by a covered part.

Repairs covered by any manufacturer's warranty or manufacturer's emissions warranty on the covered vehicle (whether or not transferred with the vehicle); manufacturer's recall; breakdowns of components caused by a defect the manufacturer has publicly announced it would correct, but which you failed to have corrected. We will not pay for costs covered by any warranty of the manufacturer, state required dealer warranty or a repairer's guarantee regardless of whether they honor such warranty guarantee. Commercial use is excluded and will void coverage under this extended service agreement. Repairs required because of collision, abuse, overheating, or operation without proper lubrication or coolant, lack of oil viscosity, sludge, or restricted oil flow, road conditions, misuse, negligence, alterations, racing, accidents, fires, floods, riots, acts of God, vandalism, upset, theft, lack of reasonable and proper maintenance, abuse through towing or improper load capacity, vehicles used for snowplowing, abuse through continued operation of an impaired vehicle, or any other losses normally covered by casualty insurance. Alterations made by you which cause the vehicle to be out of compliance with the manufacturers specifications. Repairs beyond those required to correct the covered failure. Repairs of components which have been modified or added to the vehicle after purchase, any repairs on vehicles whose mileage has been altered or whose odometer has been tampered with while owned by you. Repairs made outside the continental United States and Canada unless you obtain a written waiver to this condition from the Selling Dealer. Any manufacturer's required maintenance. Repairs performed by someone other than a licensed repair facility. The total of all benefits paid or payable under this extended service agreement shall not exceed the price paid for the vehicle by the purchaser of the covered vehicle. Repairs or Roadside Services performed without prior approval. With respect to Roadside Assistance: You are not covered when any other Roadside Coverage is in effect such as coverage from the Manufacturer with the purchase of your vehicle or as part of your personal insurance policy. Any Roadside Assistance as shown in this agreement is covered up to \$150.00 provided it is referred as a result of calling the toll free number listed on this agreement. Any other Roadside Assistance services obtained are excluded and not covered. Towing services associated with accidents or vandalism are excluded. Other expenses associated with travel arrangements, food, lodging, and miscellaneous expenses are also excluded. Diagnostic fees for non-covered repairs. Damage caused by your failure to take, or cause to be taken reasonable precautions to prevent further damage when an apparent problem exists. When repairs are performed without the Administrator's prior authorization. If your vehicle was manufactured as a non-U.S. specification model.

Fluids - Fluids, refrigerants, coolant and lubricants are not covered unless required in connection with a covered repair.

Mechanical - Service adjustments/cleaning, throttle body assembly (except injectors), contaminated fuel system, fuel filters and sending unit, air conditioning recharge, battery/hybrid battery packs, battery cables, belts, hoses, brakes (drums, shoes, lining, disc rotors and pads), exhaust system (including catalytic converter), filters, lights (bulbs, sealed beam and lenses), manual clutch disc (including friction clutch disc and pressure plate and clutch throw out bearing), pressure plate and throw-out bearing, strut inserts, shock absorbers, spark/glowplugs and wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, wheel studs, wiper blades, shop supplies and hazardous waste removal.

Exterior - Service adjustments (glass and body parts), bright metal, bumpers, body panels, structural framework, structural welds, door handles, hinges, glass, glass framework and fastening adhesives, moldings, outside ornamentation, convertible or vinyl tops, paint, rust, sheet metal, manual mirrors (glass and housing), air and water leaks, weatherstrip, wheel rims, wheels, wheel covers/ornaments and wind noise. Physical damage alignment of bumper and body parts.

Interior - Buttons, carpet, dash pad, manual door and window handles, manual knobs, manual rearview mirror (glass and housing), trim, and upholstery. Non-factory installed components and associated parts including, but not limited to, radios, tape players, CD, DVD or MP3 players, TV's, TV tuners/monitors, graphic equalizers, speakers, cellular telephones, theft deterrent systems, radar detectors and navigational systems.

A/C Retrofit - In the event of failure of an air conditioning component covered by this extended service agreement and the covered vehicle uses R-12 refrigerant, R-12 will be used for replacement while supplies last. If R-12 is not available, the system will be converted to use R-13a refrigerant or equivalent. If replacement is due to a covered component, the replacement is covered under this agreement. If due to a non-covered component, the replacement is not covered under this agreement and payment will be the responsibility of the customer.

ARBITRATION: The parties acknowledge and agree that the transactions contemplated by this agreement involve interstate commerce. However, except for matters governed by the Federal Arbitration Act, this agreement shall be governed by the laws of the state in which the dealer which sold this agreement was located at the time of such sale. Any controversy or claim arising out of, or relating to the extended service agreement or any alleged breach thereof will be settled by binding arbitration in accordance with the Uniform Rules for Better Business Bureau Arbitration. Initiation of arbitration may be made by written demand for arbitration or notice of intention to arbitrate served by either party upon you and the Selling Dealer. You and the Selling Dealer shall each pay your expenses, including attorneys fees, and shall bear equally the fees and expenses of the arbitrator. Judgment upon any arbitrator's award may be entered by any court having competent jurisdiction.

CANCELLATION: You may cancel this extended service agreement at any time. To cancel, contact the Selling Dealer. The Selling Dealer will assist with your cancellation request and verify the mileage of your vehicle. If you are unable to return to the Selling Dealer, you must provide written notice to Hendrick Autoguard, Inc. A copy of your extended service agreement and an odometer reading statement must be included with your request for cancellation. If you cancel this agreement within sixty (60) days of the agreement purchase date and you have not incurred a claim, a 100% refund of the extended service agreement price will be made. After sixty (60) days or if you have incurred a claim, a pro-rata refund of the lesser of unused time or unused mileage will be made. The pro-rata refund will be calculated by multiplying the extended service agreement price times the lesser percentage of the unused time or unused mileage compared to the total time or total mileage of your extended service agreement, less an administrative fee of \$50. Hendrick Autoguard, Inc. may cancel this agreement if there has been a material misrepresentation or fraud at the time of sale of this agreement or when filing a claim under this agreement; if you have failed to maintain your vehicle as prescribed by the manufacturer; if the odometer has been tampered with or disabled and you have failed to repair the odometer; or if you do not pay the extended service agreement price. If we cancel this agreement, we will mail you written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the lesser of unused time or unused mileage will be made. The pro-rata refund will be calculated by multiplying the extended service agreement price times the lesser percentage of the unused time or unused mileage compared to the total time or total mileage of your extended service agreement. All refunds will be paid to the lienholder if any, otherwise to you. If this agreement is financed and your vehicle is a total loss or is repossessed, you authorize your lienholder to cancel this agreement and receive the refund. **Note:** In the event this extended service agreement is properly transferred to an individual person purchasing your vehicle in accordance with the terms and conditions below, this agreement may not be canceled by the new owner of the covered vehicle under any circumstances.

TRANSFER OF VEHICLE OWNERSHIP: In the event you sell the covered vehicle, this extended service agreement shall terminate. You may apply for a transfer to the new owner. Submit immediately (within fifteen (15) days of the change in ownership) to the Selling Dealer in writing, along with the transfer fee of \$50.00, the following: The extended service agreement number, vehicle identification number, mileage, make and model of the vehicle, date of sale of the vehicle, and the name and address of both yourself and the new owner of the covered vehicle. This extended service agreement may not be assigned separately from the covered vehicle, nor can it be assigned to a new or used car dealership or anyone other than an individual person purchasing your vehicle. Copies of maintenance records must be obtained from the original owner by the new owner of the covered vehicle. **Note:** Many manufacturer's require notice of transfer and payment of a fee to effect a transfer of the manufacturer's warranty with the vehicle. To ensure coverage under the original manufacturer's warranty and under this agreement, contact the Selling Dealer or an Authorized Dealer who is franchised by the manufacturer of your vehicle to assure transfer of the manufacturer's warranty. In the event this extended service agreement is properly transferred to an individual person purchasing your vehicle in accordance with the terms and conditions above, this agreement may not be transferred by the new owner of the covered vehicle to any subsequent owner under any circumstances.

RESPONSIBILITY FOR BENEFITS: This agreement is not an insurance policy. The Selling Dealer agrees that all sums paid by you under the terms of this extended service agreement, excluding a commission retained by the Selling Dealer, will be submitted on your behalf to the Administrator, Hendrick Autoguard, Inc. and Hendrick Autoguard, Inc. will be primarily liable to you for the payment of valid claims under this agreement. The aggregate total of all benefits paid or payable under this agreement shall not exceed the purchase price of your covered vehicle. After you receive any benefits under this agreement, the Administrator is entitled to all your rights of recovery against any manufacturer, repairer or other party who may be responsible to you for the costs of repairs covered by this agreement or for any other payment made under this agreement. If asked, you agree to help enforce these rights. You also agree to cooperate and help in any other matter concerning this agreement. This agreement contains the complete agreement between the parties and is not valid unless signed by both the agreement holder and an authorized representative of the Administrator. This agreement will terminate when you sell your vehicle unless transferred as provided in the Transfer Section or when this agreement is canceled as outlined in the Cancellation Section.

INSURANCE: Hendrick Autoguard, Inc.'s obligations under this extended service agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 1000 Milwaukee Avenue, Glenview, Illinois 60025. In the event your claim is not paid within sixty (60) days after proof of loss has been filed, you may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following number for instructions: 1-800-209-6206.

*****CUSTOMER NOTICE: SEE STATE GUIDELINES FOR DETAILS OF YOUR STATE'S SPECIAL NOTICES AND PROTECTIONS REGARDING YOUR CLAIMS AND OTHER RIGHTS PROVIDED UNDER THIS EXTENDED SERVICE AGREEMENT.**

STATE GUIDELINES

CALIFORNIA

INSURANCE: Performance to you under this extended service agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the extended service agreement has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is Virginia Surety Company, Inc., 1000 Milwaukee Avenue, Glenview, Illinois 60025. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357. **ARBITRATION:** is deleted in its entirety. **CANCELLATION:** The administrative fee is \$25 or 10% of the refund amount, whichever is less. We will mail you written notice at least sixty (60) days prior to cancellation. If we cancel within sixty (60) days of the agreement purchase date and you have not incurred a claim, a 100% refund of the extended service agreement price will be made.

GEORGIA

WHAT IS NOT COVERED: Sludge is deleted in its entirety. **ARBITRATION:** is deleted in its entirety. **CANCELLATION:** You, or a person authorized by you, may cancel this agreement at any time. To cancel, contact the Selling Dealer. The Selling Dealer will assist with your cancellation request and verify the mileage of your vehicle. If you are unable to return to the Selling Dealer, you must provide written notice to Hendrick Autoguard, Inc. A copy of your agreement and an odometer reading statement must be included with your request for cancellation. If you cancel this agreement, you will receive 90% of the unearned pro-rata extended service agreement price. Hendrick Autoguard, Inc. may cancel this agreement: in the event of fraud; in the event of material misrepresentation; or if you do not pay the extended service agreement price. If we cancel this agreement, we will mail you written notice: at least ten (10) days prior to the effective date of cancellation if you do not pay the extended service agreement price; or at least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation. If we cancel this agreement, you will receive 100% of the unearned pro-rata extended service agreement price. The refund will be paid to the lienholder if any, otherwise to you. If this agreement is financed and your vehicle is a total loss or is repossessed, you authorize your lienholder to cancel this agreement and receive the refund. Should we fail to refund the unearned consideration, you have the right to receive the refund directly from Virginia Surety Company, Inc.

NORTH CAROLINA

CANCELLATION: The administrative fee is \$50 or 10% of the refund amount, whichever is less.

SOUTH CAROLINA

If you have any questions, concerns or complaints regarding your extended service agreement, you may address them to: South Carolina Department of Insurance, P.O. Box 100105 Columbia, South Carolina 29201-3105, 1-803-737-6180. **CANCELLATION:** A 10% penalty per month will be added to a refund that is not made within forty-five (45) days of return of the extended service agreement to the Selling Dealer.

TEXAS

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202. **CANCELLATION:** If you cancel this agreement within sixty (60) days of the agreement purchase date and you have not incurred a claim, this agreement shall be void and a 100% refund of the extended service agreement price will be made. A 10% penalty per month will be added to any refund on a voided agreement that is not made within forty-five (45) days of return of the extended service agreement to the Selling Dealer. If your cancellation refund is not paid within forty-five (45) days after the agreement has been returned to the Selling Dealer, you may request a refund from Virginia Surety Company, Inc., 1000 Milwaukee Avenue, Glenview, Illinois 60025.