

PRE-PAID VEHICLE MAINTENANCE AGREEMENT

DEFINITIONS

The following definitions apply to words frequently used in this Pre-Paid Vehicle Maintenance Agreement and appear in **Bold Faced Type**:

Agreement – Means this Pre-Paid Vehicle Maintenance Agreement which **You** have purchased from **Us**.

You, Your – Means the customer identified on the **Registration Page**.

We, Us, Our – Means the party obligated to fulfill the services of this Agreement, as shown on the **Registration Page**.

Administrator – Means AMT Warranty Corp., P.O. Box 927, Bedford, TX 76095, (877) 265-1072, unless otherwise stated on the **Registration Page**.

Registration Page – Means Page 1 of this Agreement that identified information about **You**, the **Selling Chevrolet, Buick, GMC, Cadillac Dealer**, the **Agreement Term** and the covered **Vehicle**.

Selling Chevrolet, Buick, GMC, Cadillac Dealer – Means the authorized dealer from whom **You** purchased the **Vehicle** described on the **Registration Page** and who sold **You** this Agreement.

Maintenance Package – Means the list of services purchased by **You** for **Your Vehicle** as stated in this Agreement and as shown on the **Registration Page**.

Vehicle – Means the **Vehicle** described on the **Registration Page**.

COVERAGE TERMS

THIS PRE-PAID VEHICLE MAINTENANCE AGREEMENT IS BETWEEN YOU AND US. ALL AGREEMENT SERVICES WILL BE PERFORMED BY AND PAID FOR BY THE SELLING OR ANY CHEVROLET, BUICK, GMC, CADILLAC DEALER. THIS AGREEMENT IS NOT AN INSURANCE POLICY, NOR SHOULD ANYTHING WITHIN THIS AGREEMENT BE CONSTRUED AS AN AGREEMENT TO PROVIDE INSURANCE.

Your Vehicle may require additional services that are not provided under this Agreement. Please refer to **Your Vehicle's** owner's manual for recommended services and intervals.

1. This Agreement is valid only for the **Vehicle** identified on the **Registration Page**.
2. The services provided in the **Maintenance Package** under this Agreement are available only at the **Selling Chevrolet, Buick, GMC, Cadillac Dealer** or any authorized Chevrolet, Buick, GMC, Cadillac dealer.
3. Parts, oil, fluids and lubricants used shall not deviate from quality types or quantities used by the manufacturer when the **Vehicle** was delivered new.
4. Genuine AC Delco / GM parts will be used where applicable unless otherwise authorized by **You**.
5. Shop and environmental fees are included.

WHAT IS COVERED

MAINTENANCE PACKAGES

PREPAID MAINTENANCE	PREPAID MAINTENANCE PLUS
Engine Oil & Filter Change *Tire Rotation	Engine Oil & Filter Change *Tire Rotation See Vehicle Maintenance Services Checklist herein for additional items included in your purchase. The Vehicle Maintenance Services Checklist contains each of the maintenance services included in your package. You are entitled only to those maintenance services based on the number of times they are listed.

*Some vehicles are equipped with unidirectional tires that cannot be rotated. These vehicles will not be charged for Tire Rotation maintenance services.

SERVICES SCHEDULES

Engine Oil, Filter Change and Tire Rotation services listed in the **Maintenance Package** selected are recommended based on the Schedule shown on the **Registration Page** as follows:

SCHEDULE 1: 2 services for every 18 months or 15,000 miles.

SCHEDULE 2: 3 services for every 18 months or 15,000 miles.

SCHEDULE 3: 5 services for every 18 months or 15,000 miles.

NOTE: Many **Vehicles** are equipped with an engine oil life system that calculates engine oil life based on vehicle and, on most **Vehicles**, display a message when it is necessary to change the engine oil and filter.

TERM OF PROGRAM

For **Vehicles** with manufacturer prepaid maintenance, **Agreement** expiration is measured in time from the **Vehicle's** in-service date and expiration mileage is reached when the **Vehicle's** odometer reaches the term miles shown on the **Registration Page**. Maintenance services provided by the manufacturer will not be reimbursed under the terms of this Agreement. The term of this Agreement runs concurrent with and may extend beyond the manufacturer prepaid maintenance based on the term selected.

For **Vehicles** that have not and/or do not have manufacturer prepaid maintenance, this Agreement begins on the Agreement Purchase Date and Odometer Mileage at Agreement Purchase Date. Expiration is measured in time from the Agreement Purchase Date and expiration mileage is derived by adding term miles as shown on the **Registration Page** to the Odometer Mileage at Agreement Purchase Date.

DEALER STATUS

In the event that the **Selling Chevrolet, Buick, GMC, Cadillac Dealer** goes out of business or is unable to perform the services purchased, **You** may go to an alternate Chevrolet, Buick, GMC, Cadillac dealer. **You** may contact the **Administrator** for assistance in locating an alternate Chevrolet, Buick, GMC, Cadillac dealer to perform **Your** services. If the **Administrator** is unable to locate such a facility then **We** will reimburse **You**, the customer, reasonable and customary charges for services once proof of service has been received. Proof of service must be in the form of a receipt from a licensed service facility.

TRANSFER OF YOUR AGREEMENT

- a. **Your Agreement** is transferable to the person **You** sell or otherwise transfer **Your Vehicle** to while this **Agreement** is still in force. This **Agreement** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Agreement** can only be transferred once and the transfer must be made by the original **Agreement** Holder.
- b. To transfer, the following must be submitted to the **Administrator** within 30 days of the change of ownership to a subsequent individual purchaser:
 - A copy of **Your Registration Page**;
 - A completed transfer form; with
 - Name and Address of new owner, date of sale to new owner, current mileage; and
 - \$50.00 Transfer Fee (\$40.00 Florida Only) made payable to the **Administrator**.
- c. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer, if applicable.

CANCELLATION OF YOUR AGREEMENT

- a. **You** may cancel this **Agreement** at any time, including when a loss of the **Vehicle** occurs or when **You** sell **Your Vehicle** without transfer of this **Agreement**. To cancel, **You** must submit a written request to the selling dealer or the **Administrator**. If **You** cancel this **Agreement**, it will not be reinstated. An odometer or notarized statement indicating the odometer reading on the date of the request will be required. This **Agreement** can only be cancelled by the original **Agreement** Holder.
- b. **We** may cancel this **Agreement** for non-payment of the **Agreement** cost, or for misrepresentation in the submission of a maintenance service redemption. **We** may cancel this **Agreement** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer.
- c. If **Your Vehicle** and this **Agreement** have been financed, the lienholder shown on the **Registration Page** may cancel this **Agreement** for non-payment (except in the states of Utah, Washington and Wyoming), or if **Your Vehicle** is declared a total loss or is repossessed.
- d. If this **Agreement** is cancelled within the first sixty (60) days and no maintenance services have been redeemed, **We** will refund the entire **Agreement** cost paid. If this **Agreement** is cancelled after the first sixty (60) days or any maintenance services have been redeemed, **We** will refund an amount of the **Agreement** cost according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date coverage begins, less a fifty dollar (\$50.00) administrative fee and less any maintenance services redeemed. In the event of cancellation, the lienholder (if any) will be named on a cancellation refund check as their interest may appear.

EXCLUSIONS

This **Agreement** will only cover those services listed under the **Maintenance Package** section based on the level selected that is indicated on the **Registration Page** of this **Agreement**. This **Agreement** does not cover any other maintenance items or services, nor will this **Agreement** pay for:

1. **Maintenance services performed by anyone other than the Selling or any Chevrolet, Buick, GMC, Cadillac dealer.**
2. **Any item not specifically listed on this Agreement for the Maintenance Package purchased as identified on the Registration Page and as detailed on the Vehicle Maintenance Services Checklist.**
3. **Any mechanical breakdowns, repairs, adjustments, alignments, improvements or upgrades of any kind.**
4. **Any costs You may incur for consequential or secondary damages; personal expenses; any parts, items, labor or fluids not listed.**
5. **Liability for damage to property or injury to, or death of any person arising out of the operation, maintenance, shipment, storage or use of the Vehicle whether or not related to the maintenance services or coverages.**
6. **Any maintenance services in excess of those provided by this Vehicle Maintenance Agreement.**

LIMITS OF LIABILITY

The limit of **Our** liabilities is the services to which **You** would be entitled as listed herein and is the only remedy available to **You** not to exceed the term months/miles shown on the **Registration Page** as described in the Term of Program section of this **Agreement**. Services and related parts must be provided in accordance with the original manufacturer specifications.

ARBITRATION PROVISIONS

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this provision, "You" and "Your" means the person or persons named in this **Agreement**, and all of his/her heirs, survivors, assigns and representatives. And, "We" and "Us" shall mean the Obligor identified on the **Registration Page** and shall be deemed to include all of its agents, affiliates, predecessors in interest, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees and employees of any of the foregoing entities.

Please read this arbitration provision ("provision") carefully. It affects Your rights.

Most customer concerns can be quickly and satisfactorily resolved by calling AMT Warranty Corp. at (877) 265-1072. **In the unlikely event that Your matter is not resolved or if We have been unable to resolve a dispute We have with You after attempting to do so informally, You and We each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, We will pay all costs of arbitration.** Moreover, in arbitration You are entitled to recover attorneys' fees to at least the same extent as You would in court. In addition, under certain circumstances (explained below), We will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his/her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

- (1) We and You agree to arbitrate **all disputes and claims** that arise with respect to the other. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
 - claims arising out of or relating to any aspect of the relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - claims that arose before this or any prior contract (including, but not limited to, claims relating to marketing);
 - claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and
 - claims that may arise after the termination of this **Agreement**.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. **You agree that, by entering into this Agreement, You and We are each waiving the right to a trial by jury or to participate in a class action.** This **Agreement** evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This provision shall survive termination of the **Agreement**.

- (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Us should be addressed to: Legal Depart., AMT Warranty Corp., P.O. Box 927, Bedford, TX 76095 ("Notice Address"). The Notice must (a) describe the nature and basis of

the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within 30 days after Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We is entitled. You may contact us to obtain a form to initiate arbitration.

- (3) After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this **Agreement**, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this **Agreement**. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county of Your billing address. If Your claim is for \$10,000 or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation under the AAA Rules. In addition, if You initiate an arbitration in which you seek more than \$75,000 in damages, payment of these fees will be governed by the AAA rules.
- (4) If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of the last written settlement offer made by Us before an arbitrator was selected, We will:
- pay You the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium").
- If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- (5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, We agree that We will not seek such an award.
- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be null and void.
- (7) Notwithstanding any provision in this **Agreement** to the contrary, We agree that if We make any future change to this provision (other than a change to the Notice Address) during Your **Agreement**, You may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.

SPECIAL STATE REQUIREMENTS/DISCLOSURES

The following Special State Requirements and/or Disclosures apply if this Contract was purchased in one of the following states and supersede any other provision herein.

CALIFORNIA

The **Agreement Administrator** and Obligor is AMT Warranty Corp. California License #0H18143.

Our obligations under this **Agreement** are insured by policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, 800-927-4357. **You** may file a claim with this insurance company if any promise made in this Maintenance **Agreement** has been denied or has not been honored within sixty (60) days after the date the proof of loss was filed. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800) 927-4357.

CANCELLATION OF **YOUR AGREEMENT** section is deleted and replaced with the following:

If **You** cancel this **Agreement** within sixty (60) days and no claims have been filed, the entire **Agreement** charge will be refunded. If **You** cancel this **Agreement** within sixty (60) days and have paid or approved claims, **We** will refund an amount of the **Agreement** price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date the **Agreement** begins. If **You** cancel this **Agreement** after sixty (60) days, **We** will refund an amount of the **Agreement** price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date the **Agreement** begins, an administrative fee not to exceed the lesser of twenty-five dollars (\$25.00) or 10% of the **Agreement** cost charged will be charged.

If **We** cancel this **Agreement** the cancellation refund will be paid within thirty (30) days of the cancellation and a notice of cancellation will be mailed to **You** listing the reason for cancellation. The **Agreement** ceases to be valid no less than five (5) days after the postmark date of such notice. If **We** cancel this **Agreement** within sixty (60) days, the entire **Agreement** price will be refunded, less any claims paid or approved for payment prior to the cancellation date. After sixty (60) days, **We** may only cancel this **Agreement** for non-payment, fraud, or material misrepresentation. If **We** cancel this **Agreement** after sixty (60) days, **We** will refund an amount of the **Agreement** price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Agreement** begins. If **We** cancel this **Agreement**, no administrative fee will be charged. In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for coverage under the terms of the **Agreement**.

Under the Arbitration Provision the following is added: This Provision shall inure to the benefit of and be binding on You and Us following exhaustion of Your right to file claims with the Insurance Company and/or the California Department of Insurance ("DOI") as specified on the **Registration Page**. However, if You choose to forego Your right to file Your claims with the Insurance Company and the DOI, You waive those rights and this Provision will be enforced and binding. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Reference to the Federal Arbitration Act in the Arbitration Provision of this **Agreement** shall be replaced with the following citation: CAA (CCP § 1280 et seq). The reference to the class action waiver is hereby stricken from the ALL CAPS portion of the Arbitration Provision in this **Agreement**. The choice of law for all California residents is California. The fee provision in the Arbitration Provision of this **Agreement** shall be amended to include California Code of Civil Procedure, Title 9, Chapter 1 § 1284.3.

