



# THIS CONTRACT IS NOT VALID UNLESS A COMPLETED REGISTRATION PAGE IS ATTACHED.



## PROTECTION PLAN

### IMPORTANT INFORMATION YOU NEED TO KNOW

**CUSTOMER SUPPORT NUMBER** – Please see the box labeled **Your Contract Number** on the **Registration Page**. This is Your **CUSTOMER SUPPORT NUMBER**. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

**PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE. THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.**

This Vehicle Service **Contract** along with the **Registration Page** make up **Your** entire **Contract**. No other documents, unless provided directly to **You** from the **Administrator**, are legal and binding.

This Vehicle Service **Contract** does not cover all **Breakdowns** and excludes some conditions and vehicles. Please read the **Schedule of Coverages**, Provisions of This Vehicle Service **Contract** and Exclusions sections of this **Contract** so **You** fully understand what **Coverage** is provided to **You** for **Your Vehicle**. If **You** have any questions regarding this **Contract**, please contact the **Administrator** toll-free at (877) 265-1072 or P.O. Box 927, Bedford, TX 76095.

This Vehicle Service **Contract** contains Limits of Liability. Please read, "Limits of Liability" under "Provisions of this Vehicle Service **Contract**" to determine what those are.

### THINGS TO DO NOW

**Verify Registration Page** – The **Registration Page** must be affixed to the front this **Contract** to complete and validate this **Contract**.

**Check Your Contract Coverage** – Not every part of **Your Vehicle** is covered by this **Contract**. **Coverage** is identified by the **Contract Coverage** as shown on the **Registration Page** of this **Contract**. Please compare the **Coverage** on the **Registration Page** with the corresponding **Coverage** as listed under the **Schedule of Coverages**. If this box was left blank, or the **Coverage** is inaccurate, contact **Your Selling Dealer** immediately.

**Check Your Deductible** – Please check the box labeled **DEDUCTIBLE** on **Your Registration Page**. A dollar amount should be in the box which identifies the portion of the covered repair **You** will be required to pay if **You** have a claim.

**NOTE:** This **Contract** is not valid unless **You** have signed the **Registration Page** and it has been affixed to the front this **Contract**.

### THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

**Properly Maintain Your Vehicle and KEEP THE RECEIPTS** – Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance may be required when **You** file a claim. SEE SECTION: "PROVISIONS OF THIS VEHICLE SERVICE CONTRACT" FOR SPECIFIC MAINTENANCE REQUIREMENTS.

**OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS CONTRACT.** If **You** experience a **Breakdown**, call **Your Selling** or nearest Chevrolet, Buick, GMC, Cadillac Dealer or the **Administrator**. SEE SECTION: "HOW TO FILE A CLAIM".

### DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in **Bold Faced Type**:

**You, Your** – Means the **Contract** Holder shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

**We, Us, Our** – Means the obligor of this **Contract** as stated on the **Registration Page** attached to this **Contract**.

**Administrator** – Means the **Administrator** as shown on the **Registration Page**.

**Contract** – Means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

**Registration Page** – Means the numbered document which must be attached to and forms part of this **Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

**Schedule of Coverages** – Lists the **Coverage** provided to **You** for **Your Vehicle** under this **Contract**.

**Coverage** – Means the protection **You** have selected, as listed in the **Schedule of Coverages** section.

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

**In-Service Date** – Means the date the **Vehicle** was first put into service, not the date **You** purchased **Your Vehicle**. The **In-Service Date** is the date the **Vehicle's** factory warranty was activated. The **In-Service Date** is only required for and applies to Platinum Wrap **Coverage** Plans.

**Deductible** – Means the amount **You** are required to pay, as shown on the **Registration Page**, for covered **Breakdowns**.

**Breakdown** – Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. **Subsequent Damages** resulting from the **Breakdown** of a covered part are covered by this **Contract**, except when **You** have failed to perform the recommended maintenance services for **Your Vehicle**.

**Subsequent Damage** – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

**Consequential Damage** – Means an event or damage that occurs separately as a consequence or result of the failure of a covered or non-covered part, such as, loss of time or use, inconvenience, commercial loss, personal injury or property damage.

**Diagnostic** – Means the system investigation required to determine the cause of the failure.

**Teardown** – Means the mechanical disassembly of a failed unit required to determine the cause and the extent of the failure.

**Registered** – Means a submitted claim has been recorded by the **Administrator** a claim reference number has been issued.

**Pre-existing** – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Vehicle** prior to **Contract** issuance.

**Commercial Use** – Means **Vehicles** used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work, Delivery of Goods and Snow Removal. Usage must not exceed manufacturer's ratings and/or limitations.

### PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

This **Contract** is between **Us** and **You**, and is subject to all the Terms and Conditions contained in this **Contract**.

#### 1. CONTRACT PERIOD

##### PLATINUM AND SILVER COVERAGE PLANS

If the **Contract Registration Page** reflects the purchase of Platinum or Silver, **Coverage** under this **Contract** begins on the **Contract Purchase Date** unless the **Contract Purchase Date** is more than 10 days after the **Vehicle Purchase Date**, then a MANDATORY "WAITING PERIOD" will apply before **Coverage** begins as explained below. This **Contract** will expire according to the Term Months and/or Miles, whichever occurs first, as shown on the **Registration Page**, and/or when the Limits of Liability for the **Contract** have been reached.

- Expiration is measured in time from the **Contract Purchase Date** and expiration mileage is derived by adding Miles of **Coverage** as shown on the **Registration Page** to the Odometer Mileage at **Contract Purchase Date**. Maximum expiration mileage is 150,000 Odometer Miles.

- **The "WAITING PERIOD" is 30 days and 1,000 miles from the Contract Purchase Date. However, an additional 30 days and 1,000 miles will be added to Your Contract's scheduled expiration. Therefore the Waiting Period will not reduce the actual time/mileage during which You have Coverage. Coverage will commence the day following the Waiting Period. Claims incurred during the Waiting Period are not covered.**

#### PLATINUM WRAP COVERAGE PLANS

If the **Contract Registration Page** reflects the purchase of Platinum Wrap, **Coverage** under this **Contract** begins on the **Contract Purchase Date** and will expire according to the Term Months and/or Miles, whichever occurs first, as shown on the **Registration Page**, and/or when the Limits of Liability for the **Contract** have been reached.

- Expiration is measured in time from the **Vehicle's In-Service Date** and expiration mileage is reached when the **Vehicle's** odometer reaches the mileage indicated in Term Miles on the **Registration Page**, whichever occurs first. If the **Vehicle In-Service Date** box is blank on **Your Registration Page**, expiration is measured in time from January 1st of the **Vehicle's** model year and expiration mileage is reached when the **Vehicle's** odometer reaches the mileage indicated in Term Miles on the **Registration Page**, whichever occurs first.

#### 2. COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see section: "Schedule of Coverages" of this **Contract**.

#### 3. BREAKDOWN OF COVERED PARTS

During the term of this **Contract**, **We** will pay or reimburse **You**, an authorized Chevrolet, Buick, GMC, Cadillac dealership or if an authorized Chevrolet, Buick, GMC, Cadillac dealership is not accessible any licensed repair facility for approved costs to repair or replace any **Breakdown** of all parts as explained in the **Schedule of Coverages**. All repairs or replacements will be made using only genuine OEM new or genuine OEM remanufactured parts unless otherwise authorized by **You** or where such parts are not reasonably available as determined by the **Administrator**.

#### 4. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Benefit Coverages**, if provided by this **Contract**. **You** have a Per Repair Visit **Deductible**, as shown on the **Registration Page**; the **Deductible** amount will be applied on a Per Repair Visit basis. If **Disappearing** has been marked on the **Registration Page** **Deductible Plan** box (available for \$100 **Deductible** only), **Your Deductible** will be waived; as long as **You** have repairs made at the Selling Chevrolet, Buick, GMC, Cadillac Dealer where **You** purchased this **Contract**. Additionally, should **Your** permanent residence move more than 100 miles, **You** may contact the **Administrator** for assistance in changing **Your** Selling Chevrolet, Buick, GMC, Cadillac Dealer designation. If the **Deductible** box is blank on **Your Registration Page**, **Your Deductible** is \$100.

#### 5. ONE-TIME DEDUCTIBLE ELIGIBILITY

Once a part is repaired or replaced under the Terms and Conditions of this **Contract**, any **Deductible** amount for future repair or replacement of that same part will be waived for the term of this **Contract**.

#### 6. TERRITORY

This **Contract** applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

#### 7. LIMITS OF LIABILITY

In no event will the liability for each **Breakdown**, under this **Contract**, exceed the average retail value of the **Vehicle** established by NADA (Official Used Car Guide) at the time immediately preceding the **Breakdown**. The established value of the **Vehicle** does not take into consideration the cost of repairs and no deduction for the cost of repairs is to be taken from the published value. In no event shall **We** or the **Administrator** have any liability for injury to or death of any person arising out of any services rendered or parts provided (or any failure to render service or provide parts) under this **Contract** and/or otherwise in connection with the operation, maintenance or use of **Your Vehicle** described in this **Contract**.

#### 8. MAINTENANCE REQUIREMENTS

**You** must have **Your Vehicle** serviced as recommended by the **Vehicle's** manufacturer. If requested, proof of required service including verifiable receipts proving purchases of all required parts and materials necessary to perform the required maintenance; confirming the date and mileage for the services performed. Maintenance and/or service work receipts may be requested by the **Administrator**. Upon customary and reasonable notice of the occurrence of a **Breakdown**, **You** shall protect **Your Vehicle** from further damage, whether or not such **Breakdown** is covered by this **Contract**. Any operation of the **Vehicle** that results in further damage, related to the original **Breakdown**, shall be considered **Your** failure to protect the **Vehicle** and shall not be covered under this **Contract**. **You** are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the **Vehicle**. **You** are required to safely pull **Your Vehicle** off the road and shut off the engine immediately when either of these lights/gauges indicates a problem. **You** must give **Your** authorization to the repair facility for teardown to diagnose a problem. **You** may be required to supply the **Administrator** with all maintenance records for service performed on the **Vehicle**, when the maintenance involved relates to the specific **Breakdown** or to verify odometer operation.

#### 9. TRANSFER OF YOUR VEHICLE SERVICE CONTRACT

- Your Contract** is transferable to the person **You** sell or otherwise transfer **Your Vehicle** to while this **Contract** is still in force. This **Contract** 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 **Contract** cannot be transferred on a leased **Vehicle**, unless original lessee is purchasing the **Vehicle**. This **Contract** can only be transferred once and the transfer must be made by the original **Contract** Holder.
- 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
  - \$75.00 Transfer Fee (\$40.00 Florida Only) made payable to the **Administrator**.
- Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer.

#### 10. SUBROGATION

**You** are entitled to complete reimbursement for **Your** loss before the **Administrator** is entitled to subrogation proceeds. **You** agree that **We**, after honoring a claim on **Your Contract**, have all rights of subrogation against those who may be responsible for **Your Breakdown** and **You** agree to provide reasonable assistance to secure such rights.

#### 11. RENEWABLE COVERAGE

All **Vehicle Service Contracts** may be replaced upon expiration in accordance with the guidelines outlined in the **Contract**. The request for replacement must be made at least 30 days and/or 1,000 miles before the expiration of the **Vehicle Service Contract** to qualify for a **Replacement Contract**. See **Your** Selling Chevrolet, Buick, GMC, Cadillac Dealer for details and current pricing.

## 12. FINANCIAL AGREEMENTS

If this **Contract** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no refund will be due and no claims will be approved.

### CANCELLATION OF YOUR CONTRACT

- You** may cancel this **Contract** at any time, including when a loss of the **Vehicle** occurs or when **You** sell **Your Vehicle** without transfer of this **Contract**. To cancel, **You** must submit a written request to the selling dealer or the **Administrator**. If **You** cancel this **Contract**, it will not be reinstated. An odometer or notarized statement indicating the odometer reading on the date of the request will be required. This **Contract** can only be cancelled by the original **Contract** Holder.
- We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on the **Registration Page** and payment has not been received for this surcharge.
- If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment (except in the states of Utah, Washington and Wyoming), or if **Your Vehicle** is declared a total loss or is repossessed.
- If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled 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/miles selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder (if any) will be named on a cancellation refund check as their interest may appear.

### HOW TO FILE A CLAIM

#### A. IN CASE OF BREAKDOWN, YOU SHOULD TAKE THE FOLLOWING:

- Return the **Vehicle** to the Selling Chevrolet, Buick, GMC, Cadillac Dealer or nearest Chevrolet, Buick, GMC, Cadillac dealership to ensure proper service and that genuine OEM parts are utilized for repairs. **You** may contact the **Administrator** for assistance in locating an authorized Chevrolet, Buick, GMC, Cadillac dealership. If the Selling Chevrolet, Buick, GMC, Cadillac Dealer or authorized Chevrolet, Buick, GMC, Cadillac dealership are not accessible, **You** may take the **Vehicle** to any licensed repair facility. However, authorization from the **Administrator**, verified by issuance of a reference number, must be received before any repairs are performed under this **Contract**.
  - Have **Your Contract** number, mileage and date of **Breakdown** ready for the **Administrator**.
  - Have the authorized service representative contact the **Administrator** at (877) 265-1072.
- Upon **Our** request, **You** must allow the **Administrator** to inspect the **Vehicle** to gather necessary information regarding any claim. Under certain conditions when a **Breakdown** occurs **You** may be required to have the **Vehicle** returned to the Selling or nearest authorized Chevrolet, Buick, GMC, Cadillac Dealer.
- Submitting A Claim:  
Once the claim has been authorized, **You** are responsible for payment of the **Deductible** and for any items not covered by this **Contract**. Submit the following to the **Administrator** within sixty (60) days (90 days in Florida) (365 days in Wisconsin) (as soon as reasonably possible in Utah):
  - A legible, itemized repair order signed by **You**.
  - All sublet bills, when applicable.

#### B. EMERGENCY REPAIRS

**We** understand that an unexpected **Breakdown** may occur that needs immediate attention at a time when **We** cannot be reached. If this occurs and **You** are unable to reach **Us** to obtain prior authorization before repairs are fully completed, **You** may need to have emergency repairs performed. The **Administrator's** office must be contacted within five (5) business days from the date of repair (365 days in Wisconsin) (as soon as reasonably possible in Utah), to determine if such repair will be covered by this **Contract**. If covered, the **Contract** Holder will be reimbursed for the repair subject to the Terms and Conditions.

#### C. IF YOUR VEHICLE BREAKS DOWN ON THE ROAD:

Follow the same steps as above. If necessary, the repair facility will be paid, less the **Deductible** (if any), by the **Administrator's** national charge card system (MasterCard or VISA) on the **Contract** Holder's behalf. In some cases, the **Contract** Holder may need to pay the repair bill in full. If so, **Contract** Holder will be reimbursed for the **Registered** amount of the repair, less the **Deductible** (if any). If there are any questions regarding claim procedures or **Coverages**, please call the **Administrator** at the number below and ask for a Customer Support Representative.

AMT Warranty Corp.  
P.O. Box 927, Bedford, TX 76095  
Customer Service / Claims (877) 265-1072\*  
Email: protectionplanclaims@amyntagroup.com  
Available 24 hours a day / 365 days a year

\*For Towing/Road Service and Lost Key/Lockout Assistance, Call (855) 237-3824

**You will be requested to provide Your Contract number or last 8 digits of Your VIN, Producer Code 10951 and Plan Letter BH**  
**Many vehicle manufacturers provide Road Club Service during the manufacturer's limited warranty period,**  
**please refer to Your manufacturer's road club benefits on how to obtain service.**

### SCHEDULE OF COVERAGES

#### PLATINUM COVERAGE

**We** will pay or reimburse **You** for approved costs, in excess of any **Deductible**, to repair or replace any **Breakdown** of all parts listed in Silver **Coverage** and any other parts, except for those items listed in the Exclusions section of this **Contract**.

#### PLATINUM WRAP COVERAGE

**We** will pay or reimburse **You** for approved costs, in excess of any **Deductible**, to repair or replace any **Breakdown** of all parts except for those parts that the manufacturer covers during their warranty term (full or certified), and except for those items listed in the Exclusions section of this **Contract**.

#### SILVER COVERAGE



**1. ENGINE:** Cylinder Block, Cylinder Head(s), Rotary Housing and all Internally Lubricated Parts contained within the Engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Fuel Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Oil Pan; Timing Chain Cover; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts; Cam Gear Bolt; Harmonic Balancer Bolt; and Head Bolts.



**2. TRANSMISSION:** (Automatic or Standard) Transmission Case and all Internally Lubricated Parts plus: Torque Converter; Flywheel/Flex Plate; Vacuum Modulator; Electronic Shift Control Unit; Transmission Cooler; Transmission Mounts; Oil Pan; Slave/Clutch Master Cylinder; Pilot Bearing; and Throw-Out Bearing.



**3. DRIVE AXLE:** (Front and Rear) Drive Axle Case; All Internally Lubricated Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Center Support Bearings; Universal Joints; Constant Velocity Joints; Axle Bearings; Four-Wheel Drive Actuator; and Differential Cover.



**4. TURBOCHARGER/SUPERCHARGER:** (Factory Installed Only) Turbocharger / Supercharger Housing and All Internally Lubricated Parts.



**5. TRANSFER CASE:** Transfer Case and All Internally Lubricated Parts.



**6. STEERING:** All Internal Parts contained within the Steering Box; Rack and Pinion Gear; Power Steering Pump; Power Steering Hoses; Steering Knuckles; Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; Steering Damper; Upper and Lower Steering Column Shafts and Couplings, including Internal Tilt-Wheel Mechanism; Steering Box and Rack and Pinion Gear Housings; Power Steering Assist Cylinder; Power Steering Pump Cooler; Twin "Y" Beam & Bushings; and Steering Travel Stop. **REAR WHEEL STEERING:** Rear Steering Shaft and Couplings; Power Cylinder and Pump; Electronic Control Unit/Solenoid; Phase Control Unit; Stepper Motor; Steering Box; Control Valve; Rack; and Tie Rod Ends.



**7. ELECTRICAL:** Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Engine Compartment Wiring Harness; Computerized Timing Control Unit; Electronic Ignition Module; Crank Angle Sensor; Knock Sensor; Ignition Switch; Ignition Switch Lock Cylinder; Front and Rear Window Wiper Motor; Washer Pump and Switch; Stop Lamp Switch; Headlamp Switch; Turn Signal Switch; Heater/A.C. Blower Speed Switch; Manual Heater/A.C. Control Head; Horns; Trailer Brake Wiring Harness; Auxiliary Power Supply Wiring; Exterior Cab Lighting; Auxiliary Fuel Tank Switching Unit and Switch; and O-2 Sensors.



**8. ENHANCED ELECTRICAL:** Electronic Instrument Cluster; Distributor; Ignition Coil; Electronic Combination Entry System (Does Not Include Transmitters and Receivers for Remote Locks); Cruise Control Module, Transducer, Servo and Amplifier; Powertrain Control Module; Headlamp Motors; Power Window Motor; Power Seat Motor; Power Mirror Motor; Power Antenna Motor/Mast Assembly; Convertible Top Motor; Power Sunroof Motor; Power Window Switch; Cruise Control Engagement Switch; Power Seat Switch; Power Mirror Motor Switch; Rear Defogger Switch; Power Door Lock Actuator and Switch. OnStar, CUE, IntelliLink and MyLink (does not include programming or updates). **AIRBAGS/SAFETY RESTRAINT SYSTEM:** Airbags, Impact Sensors, Clock Springs, Safety Belts, Anchor Tensioner and Latch, Passenger Presence System, Occupancy Sensors, Inflator Modules and Restraint Sensing Module.



**9. BRAKES:** The following ABS Parts are covered: Electronic Control Processor; Wheel Speed Sensors; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/Isolation Dump Valve; and Accumulator. The following parts are also covered: Master Cylinder; Power Brake Cylinder; Vacuum/Hydro Assist Booster; Disc Brake Caliper; Wheel Cylinders; Compensating Valve; Brake Hydraulic Lines and Fittings; Hydraulic Control Unit; Hydraulic Trailer Brake Assembly and its Components.



**10. AIR CONDITIONER:** Condenser; Compressor, Compressor Clutch and Pulley; Air Conditioning Lines and Hoses; Evaporator; Idler Pulley and Idler Pulley Bearing; High/Low Compressor Cut-off Switch; Expansion Valve; and Pressure Cycling Switch. The following parts are also covered if they are required in connection with the repair of a covered part listed above **and** only if they have failed: Accumulator/Receiver Dryer; Orifice Tube; Oil and Refrigerant.



**11. SEALS AND GASKETS COVERAGE:** Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered.

## SURCHARGED COVERAGE

**COMMERCIAL USE:** If the **Contract Registration Page** shows that **You** purchased the **Commercial Use** option, see **Commercial Use** definition for specific usage. This surcharge is mandatory as it applies.

## BENEFITS



**RENTAL:** In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is being repaired. **Coverage** will be provided to **You** on the following basis, up to a maximum of forty dollars (\$40) per day and a maximum of \$280 for each repair visit, unless increased as specified below as a result of parts availability delays. To be eligible for rental **Coverage**, the repair must either: (i) require two (2) or more labor hours or, (ii) cause the covered **Vehicle** to be inoperable and kept in the repair facility overnight. The maximum dollar limit allowed for each repair visit will be increased to a maximum of \$400 if the covered repairs are delayed because of parts availability issues. **We** must be notified of any parts delay within the first five days of the rental period. No **Deductible** applies to this benefit.



**TOWING/ROAD SERVICE:** In the event **Your Vehicle** is disabled, **We** will pay or reimburse **You** for receipted towing or road service expenses up to one hundred fifty dollars (\$150) per occurrence. Any payment shall be for actual towing or road service charges in excess of any applicable reimbursement from the manufacturer or any other towing or road service coverage. No **Deductible** applies to this benefit.



**TRIP INTERRUPTION:** In the event a **Breakdown** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home and results in the repair facility keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted hotel and restaurant expenses, up to two hundred dollars (\$200) per day for a maximum of four (4) days (Total benefit per occurrence of \$800). No **Deductible** applies to this benefit.



**LOST KEY/LOCK OUT:** If the keys for **Your Vehicle** are lost, broken or accidentally locked in **Your Vehicle**, **We** will reimburse **You** for receipted expenses, up to a maximum of thirty-five dollars (\$35) for locksmith services. No **Deductible** applies to this benefit.

## EXCLUSIONS

This Vehicle Service **Contract** provides no **Coverage** or Benefits in case of the following:

- A. For any of the following parts: carburetor, battery and battery cable/harness (unless listed as specific covered parts), standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, cellular phones, game centers, AM/FM radio/cassette/CD players exceeding \$3000 repair or replacement cost, speakers, audio/video equipment, any pixel damage on display screens, electronic transmitting/receiving devices, remote control consoles, radar detection

- devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, emission vapor sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, hardware or linkages, tires, wheels/rims. External nuts, bolts and fasteners are not covered except where required in conjunction with a covered repair.
- B. For maintenance services and parts described in Your Vehicle's owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses, drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a Breakdown.
- C. For any damage and/or Breakdown resulting from collision, road hazard, fire, theft, vandalism, riot, acts of terrorism, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants or lubricants.
- D. For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle, or improper servicing or repairs subsequent to purchase. For any Breakdown caused by sludge build-up resulting from Your failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or Breakdowns caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure.
- E. For any repair or replacement of any covered part if a Breakdown has not occurred. Any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a Breakdown, is Your responsibility and expense.
- F. If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
- G. If, while owned by You, Your odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase of this Contract.
- H. If Your Vehicle has ever been a total loss, salvaged, rebuilt or is a grey market vehicle.
- I. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle described in this Contract, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss, including any Consequential Damage to a non-covered part that results from a Breakdown.
- J. For any Breakdown where the manufacturer is responsible for the repair or if the Breakdown is covered by a repairer's guarantee/warranty (regardless of manufacturer's or repairer's ability to pay for such repairs).
- K. If Your Vehicle is used for towing (unless Your Vehicle is equipped with factory installed or factory authorized tow package), or is used as a Commercial unit (unless appropriate surcharge is marked on Registration Page and only as defined under "Definitions", "Commercial Use"), or is used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving.
- L. For any Pre-existing condition or for any Breakdown occurring before Coverage takes effect or prior to the Contract Purchase Date, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- M. For Breakdowns that occur and/or repairs made outside of the United States of America and Canada.
- N. For Diagnostic and/or Teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.

## ARBITRATION PROVISION

As used in this provision, "You" and "Your" means the person or persons named in this Contract, 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 Contract 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.

### ARBITRATION AGREEMENT

(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 Contract.

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 Contract, You and We are each waiving the right to a trial by jury or to participate in a class action.** This Contract 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 Contract.

(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., 2200 Hwy 121, Suite 100, Bedford, TX 76021 ("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 **Contract**, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://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 **Contract**. 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 voidable.
- (7) Notwithstanding any provision in this **Contract** 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 **Contract**, 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.**

#### ALABAMA

No administrative fee will be charged if We cancel Your **Contract**. In the event We cancel this **Contract**, written notice will be sent to Your last known address at least five (5) days prior to cancellation with the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is non-payment of the provider fee or material misrepresentation by the Service **Contract** Holder to the provider relating to the covered property or its use.

If You cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the Administrator.

An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after sixty (60) days, or if a claim has been filed.

#### ALASKA

This **Contract** does provide Coverage if Your Vehicle is used for snow removal, provided Your Vehicle is properly equipped for such use and is not used commercially. This **Contract** does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the **Contract**), and attorney's fees.

#### ARIZONA

You may also cancel this **Contract** by returning it to the Administrator, AMT Warranty Corp., as listed on the Registration Page.

We may cancel this **Contract** for non-payment of the **Contract** charge, or for Your misrepresentation in the submission of a claim. We may cancel this **Contract** if Your Vehicle is found to be modified by You in a manner not recommended by the manufacturer after the **Contract** start date, or Your Vehicle is found to be used as a Commercial Vehicle and the applicable surcharge has not been marked on the Registration Page and payment has not been received for this surcharge.

Only those alterations made to Your Vehicle after the **Contract** start date are excluded as noted in EXCLUSION F.

EXCLUSION H. does not apply to Arizona residents.

EXCLUSIONS SECTION - Item L. is deleted and replaced with the following:

**L. If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.**

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs..

#### CALIFORNIA

**THE CONTRACT OBLIGOR AND ADMINISTRATOR IS AMT WARRANTY CORP.**

The definition of Breakdown means the failure of a covered part under normal service due to defects in material or workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

The definition of Pre-existing means existing prior to the **Contract** Purchase Date as shown on the Registration Page of this Service **Contract**.

We cannot deny a claim solely based on untrue information having been provided during the course of filing a claim.

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** SECTION - Item 3. is deleted and replaced with the following:

#### 3. BREAKDOWN OF COVERED PARTS

We will pay or reimburse You for approved costs to repair or replace any Breakdown of a part listed in the Schedule of Coverages. All repairs or replacements will be made using only genuine OEM new or genuine OEM remanufactured parts unless otherwise authorized by You **OR WHERE SUCH PARTS ARE NOT REASONABLY AVAILABLE AS DETERMINED BY THE ADMINISTRATOR.**

After sixty (60) days, We may only cancel this **Contract** for non-payment, fraud, or material misrepresentation. If We cancel this **Contract** 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 **Contract** ceases to be valid no less than five (5) days after the postmark date of such notice. If We cancel this **Contract** within sixty (60) days, the entire **Contract** price will be refunded, less any

claims paid or approved for payment prior to the cancellation date. If **We** cancel this **Contract** after sixty (60) days, **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/miles selected and the date **Coverage** begins. If **We** cancel this **Contract**, 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 **Contract**. If **You** cancel this **Contract** within sixty (60) days, and no claims have been filed, the entire **Contract** charge will be refunded. If **You** cancel this **Contract** within sixty (60) days and have paid or approved claims, **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/miles selected and the date **Coverage** begins. If **You** cancel this **Contract** after sixty (60) days, **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/miles selected and the date **Coverage** begins, an administrative fee not to exceed the lesser of twenty-five dollars (\$25.00) or ten percent (10%) of the **Contract** price charged will be charged.

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 **Contract** 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 **Contract**. The choice of law for all California residents is California. The fee provision in the Arbitration Provision of this **Contract** shall be amended to include California Code of Civil Procedure, Title 9, Chapter 1 § 1284.3.

#### COLORADO

The policy number for Wesco Insurance Company is WIC-AMT-SCRI-040111.

#### CONNECTICUT

Resolution of Disputes - In accord with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, P O Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty **Contract**.

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

Used vehicles with a sale price of \$3,000 but less than \$5,000

Provides coverage for 30 days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more

Provides coverage for 60 days or 3,000 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 **Your Vehicle** is being repaired for a **Breakdown** covered by the warranty plan, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed.

**You** may cancel this **Contract** if **You** return the covered **Vehicle** or the covered **Vehicle** is sold, lost, stolen, or destroyed.

#### FLORIDA

The rate charged to **You** for this **Contract** is not subject to regulation by the Florida Office of Insurance Regulation.

The definition of **Commercial Use** is deleted and replaced with the following:

**Commercial Use** - Means **Vehicles** used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work and Delivery of Goods. Usage must not exceed manufacturer's ratings and/or limitations and **Vehicle** cannot exceed 10,000 lbs. GVW.

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** SECTION - Item 4. is deleted and replaced with the following:

#### 4. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Benefit Coverages**, if provided by this **Contract**. **You** have a Per Repair Visit **Deductible**, as shown on the **Registration Page**, the **Deductible** amount will be applied on a Per Repair Visit basis. If the **Deductible** box is blank on **Your Registration Page**, **Your Deductible** is \$100.

This **Contract** may be cancelled by **You** within sixty (60) days of purchase upon written request. **We** will refund 100 percent (100%) of the gross written premium minus claims paid (if any) plus an administrative fee of 5 percent (5%). If **You** cancel the **Contract** after sixty (60) days, **We** will refund 90 percent (90%) of the unearned pro rata premium. If **We** cancel the **Contract**, **We** will return 100 percent (100%) of the unearned pro rata premium. After the **Contract** has been in effect for more than sixty (60) days, **We** may only cancel for material misrepresentation, odometer tampering and **You** fail to repair, failure to maintain the motor vehicle as prescribed by the manufacturer, non-payment of premium (in which case **You** will be notified of cancellation by certified mail), if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial Vehicle** but the applicable surcharge has not been marked on the **Registration Page** and payment has not been received for this surcharge.

Arbitration is non-binding in the State of Florida. Arbitration proceedings shall be conducted in the county in which the consumer resides.

#### GEORGIA

EXCLUSIONS SECTION - Items D. and L. are deleted and replaced with the following:

- D. For any **Breakdown** caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for **Your Vehicle**, or improper servicing or repairs subsequent to purchase. For any **Breakdown** caused by contaminants resulting from **Your** failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or **Breakdowns** caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or failure to protect **Your Vehicle** from further damage when a **Breakdown** has occurred or failure to have **Your Vehicle** towed to the service facility when continued operation may result in further damage. Continued operation includes **Your** failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting **Your Vehicle** by continuing to drive creating damage beyond the initial failure.
- L. For any Pre-existing condition known to **You** or for any **Breakdown** occurring before **Coverage** takes effect or prior to the **Contract Purchase Date**, or if the information provided by **You** cannot be verified as accurate or is found to be deceptively inaccurate.

Only those alterations made to **Your Vehicle** while owned by **You** are excluded as noted in EXCLUSION F.

The lienholder shown on the **Registration Page** and the funding party referenced in Provision 12. Financial Agreements may only cancel this **Contract** for non-payment if they hold a power of attorney.

**We** may cancel this **Contract** for non-payment of the **Contract** charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than 30 days from the date of mailing or delivery in person of such notice of cancellation. If this **Contract** is cancelled 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 selected and the date **Coverage** begins. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this **Contract** is cancelled by **You**. If **You** have cancelled this **Contract** 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 **Registration Page**.

The Arbitration Provision section of this **Contract** is stricken in its entirety.

**HAWAII**

The definition of **Breakdown** means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale

Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale

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

Used vehicles with 50,000 miles or more but not more than 75,000 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 **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**.

**IDAHO**

Notice - **Coverage** afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS**

**THE DEFINITION OF "WE, US, AND OUR" USED FREQUENTLY THROUGHOUT THE VEHICLE SERVICE CONTRACT IS DEFINED AS AMT WARRANTY CORP.**

This Vehicle Service Contract provides no Coverage or Benefits for any repair or replacement of any covered part if a Breakdown has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a Breakdown.

The Vehicle Service Contract provides no Coverage or Benefits for failures resulting from normal wear and tear.

The Vehicle Service **Contract** provider may retain a cancellation fee not to exceed the lesser of 10% of the Vehicle Service **Contract** price or fifty dollars (\$50.00).

**INDIANA**

This Service **Contract** is not insurance and is not subject to Indiana insurance laws.

**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**. If **We** fail to perform or make payment due under the service contract within sixty (60) days after **You** request the performance or payment, **You** may request the performance or payment directly from the insurer that issued the provider's service contract reimbursement policy, including any applicable requirement under the service contract that the provider refund any part of the cost of the service contract upon cancellation of the service contract.

EXCLUSIONS SECTION- Item L. is deleted and replaced with the following:

**L. For any Pre-existing condition known to You or for any Breakdown occurring before Coverage takes effect or prior to the Contract Purchase Date.**

Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

**IOWA**

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065, (877) 955-1212.

If **You** cancel this **Contract**, **We** must mail written notice of cancellation to **You** within 15 days of cancellation.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date, a ten percent (10%) penalty will be added each month to any refund not paid to the **Contract** Holder within thirty (30) days of the return of the Service **Contract** to the Service Company.

**KANSAS**

**SCHEDULE OF COVERAGES** – Lost Key/Lockout is not available.

**LOUISIANA**

**THE CONTRACT OBLIGOR AND ADMINISTRATOR IS AMT WARRANTY CORP.**

**CANCELLATION OF YOUR CONTRACT SECTION** – Item d. is deleted and replaced with the following:

**d. If You** cancel this **Contract** within the first thirty (30) days, the full price **You** paid for the Service **Contract** will be refunded, less a fifty dollar (\$50) administrative fee. If **You** cancel this **Contract** after the first thirty (30) days, **We** will refund to **You** an amount 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) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**MAINE**

An administrative fee not to exceed twenty-five dollars (\$25.00) or ten percent (10%) of the **Contract** charge, whichever is less, will be charged for cancellations occurring after sixty (60) days or if a claim has been filed.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the service **Contract** to the provider.

**MARYLAND**

If **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**. If **Your Vehicle** is being repaired for a **Breakdown** covered by this **Contract**, and the **Contract** expires during the repair, the **Contract** term is extended until the repair is completed. No cancellation fee shall apply to any refund.

**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

Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

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.

#### MINNESOTA

The coverages listed below are provided to **You** by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

Used vehicles with less than 36,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale

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

**Engine:** Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. **Transmission:** Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. **Drive Axle:** Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis. **Brakes:** Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. **Steering:** Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. **Note:** The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above coverages are excluded from this **Contract** during the applicable warranty period, unless the dealer becomes unable to meet its obligations. **Your** rights and obligations are fully explained in the dealer issued used vehicle limited warranty document.

If **We** cancel this **Contract** for nonpayment of the provider fee, a material misrepresentation by **You** to the provider, or a substantial breach of duties by **You** relating to the covered product or its use, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation. If **We** cancel this **Contract** for any other reason, **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within 45 days after return of the **Contract** to the **Administrator**.

If **You** have cancelled this **Contract** 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 **Registration Page**.

EXCLUSIONS SECTION – Items **B**, and **L** are deleted in their entirety and replaced by the following:

- B. For normal maintenance services and parts which include: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a Breakdown.**
- L. For any Breakdown occurring before Coverage takes effect or prior to the Contract Purchase Date, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.**

The Arbitration Provision section of this **Contract** is stricken in its entirety.

#### MISSISSIPPI

**Our** obligations and the performance to **You** under the Service **Contract** are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038.

If **We** cancel this **Contract** for non-payment, **We** shall mail a written notice to **You** at **Your** last known address at least ten (10) days before cancellation. If **We** cancel this **Contract** for any other reason, **We** shall mail a written notice to **You** at **Your** last known address at least thirty (30) days before cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation.

The Arbitration Provision section of this **Contract** is stricken in its entirety.

#### MISSOURI

If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund **You** the entire purchase price of the **Contract**. If this **Contract** is cancelled within the first sixty (60) days and a claim has been filed, **We** will refund **You** the entire purchase price of the **Contract** less claims paid. This "free-look" period only applies to the original **Contract** purchaser. If this **Contract** is cancelled after the first sixty (60) days **We** will refund to **You** an amount based on the pro-rata method, less a fifty dollar (\$50.00) administrative fee. If this **Contract** is cancelled, **We** shall mail written notice of cancellation to **You** within forty-five (45) days of cancellation. If **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the **Contract** to the provider.

#### MONTANA

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by **You** of the provider fee; a material misrepresentation by **You** to provider; or substantial breach of duties **You** relating to the covered product or its use.

#### NEBRASKA

**We** may only cancel this Service **Contract** for fraud, material misrepresentation, nonpayment by **You**, or a substantial breach of duties by **You** relating to the covered property or its use. If **We** cancel this **Contract**, **We** will give **You** sixty (60) days notification, except for non-payment, which will be ten (10) days notification. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract** holder. Arbitration will take place under the laws of the State of Nebraska and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

#### NEVADA

#### THE CONTRACT OBLIGOR AND ADMINISTRATOR IS AMT WARRANTY CORP.

Any claim for repairs that have not received prior approval will not be covered.

**We** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, **We** may only cancel this Service **Contract** for: (a) Nonpayment by **You**; (b) **Your** conviction of a crime which results in an increase in the service required under this **Contract**; (c) Fraud or material misrepresentation by **You** in obtaining this **Contract**, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by **You** or (2) A violation by **You** of any condition of this **Contract**, which occurred after the effective date of the **Contract** and which substantially and materially increases the service required under the **Contract**; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Contract** was issued or sold. If **We** cancel **Your Contract**, **You** will be entitled to a refund on the unearned **Contract** fee 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, no administrative fee will be deducted. In the event **We** or the lienholder cancel this **Contract**, written notice will be sent to **Your** last known address at least fifteen (15) days prior to cancellation with the effective date of the cancellation.

**You** may cancel this **Contract** at anytime. If **You** have made no claim and **Your** request for cancellation is within sixty (60) days, the full price **You** paid for the Service **Contract** will be refunded and no administrative fee will be deducted. If **You** have made a claim under the **Contract**, or if **Your** request is beyond the first sixty (60) days, **We** will refund to **You** an amount based on the pro-rata method, less a fifty dollar (\$50.00) administrative fee. If **Your Contract** was financed, the outstanding balance will be deducted from any refund. If **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the **Contract** price will be added to the refund for every thirty (30) days the refund is not paid.

EXCLUSIONS SECTION – Item F. is amended by adding the following:

**F. This Contract will not cover any unauthorized or non-manufacturer recommended modifications to Your Vehicle, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if Your Vehicle is modified in a manner that is not recommended by the manufacturer of Your Vehicle, this Contract will continue to provide any applicable Coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising there from, unless such Coverage is otherwise excluded by the terms of this Contract.**

PROVISIONS OF THIS VEHICLE SERVICE CONTRACT SECTION - Item 10. is deleted and replaced with the following:

#### 10. FINANCIAL AGREEMENTS

If this Contract was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this Contract for any reason including repossession of Your Vehicle, or total loss of Your Vehicle. Failure by You to make monthly payments in a timely manner may result in cancellation of this Contract. 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 Contract.

The Arbitration Provision section of this Contract is not mandatory Pursuant to Nevada Law.

#### NEW HAMPSHIRE

In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

Cancellation and Transfer Fees do not apply.

The Arbitration Provision of this Service Contract is stricken in its entirety.

#### NEW JERSEY

If You request cancellation of this Contract within sixty (60) days of the purchase date of the Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If We cancel this Contract, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by You of the provider fee; a material misrepresentation by You to the provider; or substantial breach of duties You relating to the covered product or its use.

#### NEW MEXICO

You may cancel this Contract within sixty (60) days of the time of sale. If You have made no claim, the service Contract is void and the full purchase price will be refunded to You. A ten percent (10%) penalty per month will be added to a refund that is not made within sixty (60) days of Your return of the service Contract. These provisions apply only to the original purchaser of the service Contract. In the event We cancel this service Contract, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the effective date for the cancellation and the reason for the cancellation. The provider of this service Contract may cancel this Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the provider may only cancel this service Contract for fraud, material misrepresentation, non-payment by You or a substantial breach of duties by You relating to the covered property or its use.

#### NEW YORK

Section 196b 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 the 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 no 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 You cancel this Contract within sixty (60) days of the Contract Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the Service Contract to the provider.

If We cancel this Service Contract, We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days prior to cancellation, providing You with notice of a cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service Contract Holder to the provider, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use.

#### NORTH CAROLINA

An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this Service Contract is cancelled by You. We may cancel this Contract only for non-payment of the purchase price of the Contract or a direct violation of the Contract by You.

#### OKLAHOMA

**THE CONTRACT OBLIGOR AND ADMINISTRATOR IS AMT WARRANTY CORP., LICENSE #862268.**

This is not an insurance Contract.

Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

PROVISIONS OF THIS VEHICLE SERVICE CONTRACT SECTION - Item 10. is deleted and replaced with the following:

#### 11. FINANCIAL AGREEMENTS

If this Contract was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this Contract for any reason including repossession of Your Vehicle, or total loss of Your Vehicle. Failure to make monthly payments in a timely manner may result in cancellation of this Contract and no claims will be approved.

CANCELLATION OF YOUR CONTRACT SECTION - Item d. is deleted and replaced with the following:

**d.** If this Contract is canceled within the first sixty (60) days after Coverage takes effect by the warranty holder and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is canceled by the warranty holder after the first sixty (60) days of Coverage taking effect or a claim has been filed within the first sixty (60) days after Coverage has taken effect, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty Contract. In the event the Contract is cancelled by the association, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty Contract.

24 Hour Roadside Assistance Services are provided by Nation Motor Club, Inc., 800 Yamato Road, Suite 100, Boca Raton, Florida 33431, (800) 559-0036.

While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

#### OREGON

This Contract is between the Obligor/Provider, AMT Warranty Corp., P.O. Box 927, Bedford, TX 76095, and You.

If You have any questions regarding this Contract, or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

The Arbitration section is deleted and replaced as follows:

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract** holder. Arbitration will take place under the laws of the State of Oregon and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

Oregon arbitration law will prevail unless it conflicts with the Federal Arbitration Act.

Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. 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 Plan, You and We are each waiving the right to participate in a class action.**

#### 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 the 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 **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

If **We** cancel this **Contract** **We** shall mail a written notice to **You** at the last known address held by **Us** at least fifteen (15) days prior to cancellation, providing **You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider, or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service **Contract** to the provider.

#### TEXAS

AMT Warranty Corp. Service Contract Administrator License No. 189.

If **You** have any questions regarding the regulation of the Service **Contract** provider or a complaint against the Obligor, **You** may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

If this **Contract** is cancelled within the first sixty (60) days, **We** will refund the entire **Contract** charge, less claims paid. If this **Contract** is cancelled after the first sixty (60) days, **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/miles selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee and less claims paid. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service **Contract** Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use. If **We** cancel this **Contract**, no cancellation fee shall apply. **You** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service **Contract** is canceled.

If a Service **Contract** is canceled and the provider does not pay the refund or credit the Service **Contract** Holder's account before the 46th day after the date of the return of the Service **Contract** to the provider, the provider is liable to the **Contract** Holder for a penalty in an amount not to exceed ten percent (10%) of the amount outstanding per month.

#### UTAH

**THE CONTRACT OBLIGOR AND ADMINISTRATOR IS AMT WARRANTY CORP.**

This Service **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Full payment will be received for the **Contract** Purchase Price listed on the **Contract** Registration Page.

Note: **Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association.

**We** may only cancel this **Contract** for the following reasons by sending to **You** notice of cancellation and the reason for cancellation, via first class mail, to **Your** last known address:

- We** may cancel this **Contract** for non-payment of the **Contract** charge. Such cancellation will be effective ten (10) days after mailing of notice.
- We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective thirty (30) days after mailing of notice.

24 Hour Roadside Assistance Services are provided by Nation Motor Club, Inc., 800 Yamato Road, Suite 100, Boca Raton, Florida 33431, (800) 559-0036.

The Arbitration Provision section of this **Contract** is stricken in its entirety.

#### VERMONT

The Arbitration Provision section of this **Contract** is stricken in its entirety.

#### WASHINGTON

The definition of "**We, Us and Our**" means the obligor/service **Contract** provider of this **Contract** as stated on the **Registration Page** attached to this **Contract**. CANCELLATION OF YOUR **CONTRACT** SECTION - Items **a.**, **b.** and **d.** are deleted and replaced with the following:

- You** may cancel this **Contract** by returning it to the **Administrator** or the insurer. A ten percent (10%) penalty will be added to any refund that is not paid within thirty (30) days of return of the **Contract** to the **Administrator**.
- After the first sixty (60) days, **We** may only cancel this **Contract** for misrepresentation in obtaining this **Contract** or in the submission of a claim for nonpayment of the **Contract** charge by **You**.
- If **You** cancel this **Contract** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** 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/miles selected and the date **Coverage** begins, less a twenty-five dollar (\$25.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

This Service **Contract** allows for binding arbitration proceedings to be held at a location in closest proximity to the Service **Contract** Holder's permanent residence. The commissioner is the Service **Contract** provider's attorney to receive service of legal process in any action, suit, or proceedings in any court.

The State of Washington is the jurisdiction for any civil action in connection with the motor vehicle service **Contract**.

Information Disclosure: As the undersigned, I agree that I have read and understand the following **Contract** provisions and implied warranty disclosure:

- PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**, Section 8. MAINTENANCE REQUIREMENTS and HOW TO FILE A CLAIM, which outlines **Your** responsibilities regarding maintenance requirements and filing a claim.
- SCHEDULE OF COVERAGES, which outlines the **Coverage** provided under the **Contract**.
- PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**, Section 1. **CONTRACT** PERIOD, which outlines the time and mileage limitations.

4. The implied warranty of merchantability on the motor vehicle is not waived if this **Contract** has been purchased within ninety days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this **Contract**.
5. **EXCLUSIONS**, which outlines conditions where the **Contract** does not provide **Coverage**.
6. **CANCELLATION OF YOUR CONTRACT**, which outlines the **Contract** cancellation conditions.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**WISCONSIN****THE CONTRACT OBLIGOR AMT WARRANTY CORP.****THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Any claim for repairs that have not been **Registered** prior to having repairs made may jeopardize **Coverage** under this **Contract**, except as provided under Emergency Repairs.

**CANCELLATION OF YOUR CONTRACT SECTION - Item b. and d. is deleted and replaced with the following:**

- b.** **We** may only cancel this **Contract** for material misrepresentation by **You**, nonpayment by **You** or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.
- d.** If this **Contract** is canceled within thirty (30) days of the date of purchase and no claims have been paid, the **Administrator** shall return one hundred percent (100%) of the purchase price paid and the **Contract** shall be void. The right to void the **Contract** applies only to the original purchaser of the **Contract**. If the refund is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**, **We** shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which **We** shall add to the amount of the refund. For **Contracts** canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this **Contract** within such period, **We** shall refund 100 percent of the unearned pro rata provider fee and less a cancellation fee not to exceed ten percent (10%) of the **Contract** purchase price paid. If **You** request cancellation due to a total loss of **Your Vehicle** which is not covered by a replacement under the terms of **Your Contract**, the **Administrator** shall return one hundred percent (100%) of the unearned pro-rata **Contract** purchase price paid.

**Our** obligations and the performance to **You** under this **Contract** are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 505-4048. If a covered claim is not paid within sixty (60) days after proof of loss has been filed or, if the Provider becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurance Company at the above address or by calling (866) 505-4048 for reimbursement, payment or provision of this **Contract**.

24 Hour Roadside Assistance Services are provided by Nation Motor Club, Inc.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract** holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

**WYOMING**

**Our** obligations under this Vehicle Service **Contract** are insured by a policy issued by the Insurance Company as noted on the **Registration Page**. 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.

The provider of the Service **Contract** shall mail a written notice to the Service **Contract** Holder at the last known address of the Service **Contract** Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. If **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider. In the event the lienholder is named on a cancellation, both the **Contract** Holder and the lienholder will be shown jointly on the cancellation refund check.

24 Hour Roadside Assistance Services are provided by Nation Motor Club, Inc.

The Arbitration Provision section is replaced with the following: At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.

**VEHICLE MAINTENANCE LOG**

DATE SERVICED	MILEAGE WHEN SERVICED	SERVICE PERFORMED	NAME AND ADDRESS OF SERVICING FACILITY	MECHANIC OR SERVICE MANAGER
	REPAIR ORDER NUMBER			